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GROUND TRANSPORTATION SVCS  
PERMIT DEPARTMENT

**GROUND TRANSPORTATION  
CONCESSION AGREEMENT**

**BETWEEN**

**THE**

**GREATER ORLANDO AVIATION AUTHORITY**

**AND**

**MEARS DESTINATION SERVICES, INC.**

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## GROUND TRANSPORTATION CONCESSION AGREEMENT

**THIS GROUND TRANSPORTATION CONCESSION AGREEMENT** (the “Agreement”), made and entered into this 1 day of February 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399, (the “Aviation Authority”), and, a Florida corporation, whose address is (“Company”).

### WITNESSETH:

**WHEREAS**, pursuant to the Amended and Restated Operation and Use Agreement dated August 31, 2015, with the City of Orlando (hereinafter referred to as “City”), the Aviation Authority controls, operates and maintains an airport in Orange County, State of Florida, known as Orlando International Airport, hereinafter referred to as “Airport”; and

**WHEREAS**, the Aviation Authority operates and maintains Terminal Complexes (as defined below) at the Airport; and

**WHEREAS**, the Aviation Authority wishes to assure that a high level of ground transportation service is available at the Airport at all times for the benefit and convenience of airline passengers and other visitors; and

**WHEREAS**, after public solicitation in accordance with the Concessions Policy (as defined below), competitive proposals were received by the Aviation Authority pursuant to its specifications and Company was one of two selected by the Aviation Authority to be awarded a concession for the term and on the terms and conditions hereinafter set forth; and

**WHEREAS**, Company warrants to the Aviation Authority that it is qualified to conduct the business and meet the obligations hereinafter stated.

**NOW, THEREFORE**, for and in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto do hereby agree as follows:

### ARTICLE 1 - DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

1.1 **“Affiliate”** means any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For the purpose of this definition, “control,” when used with respect to any specified person, means the power to direct the management and policies of such person directly or indirectly, whether through the ownership of voting securities, by control or otherwise.

1.2 **“Agreement”** means this Ground Transportation Concession Agreement, by and between the Aviation Authority and Company.

1.3 **“Agreement Period”** means the Initial Period and each subsequent twelve-month period beginning on February 1 and ending on January 31 during the term of this Agreement, and each renewal period of this Agreement; provided, however, that with respect to any year in which the term of this Agreement expires or is terminated in accordance with the provisions of this Agreement, Agreement Period shall mean the

period from the first day of the Initial Period or other Agreement Period to the date of expiration or termination of the term.”

1.4 **“Airport”** means Orlando International Airport, which is located in the City.

1.5 **“Attorneys’ Fees”** means attorneys’ fees and costs, including, without limitation, fees and charges for the services of paralegals or other personnel who operate for and under the supervision of such attorneys and whose time is customarily charged to clients.

1.6 **“Aviation Authority”** means the Greater Orlando Aviation Authority, a public and governmental body existing under and by virtue of the laws of the State of Florida.

1.7 **“Bus”** means a commercial vehicle seating sixteen (16) or more passengers, including the driver, and includes both full-size buses and mini-buses.

1.8 **“Chief Executive Officer”** means the Chief Executive Officer of the Aviation Authority or the Chief Executive Officer’s designee.

1.9 **“City”** means the City of Orlando, Florida, a municipal corporation existing under the laws of the State of Florida

1.10 **“Commencement Date”** means February 1, 2022 or such later date as specified (upon thirty (30) days written notice) by the Chief Executive Officer.

1.11 **“Commercial Lanes”** means, collectively and singularly, the roadways located on the ground level of the Airport running parallel to the north and south sides of the central landside building of the North Terminal Complex and Commercial Curb of the South Terminal Complex.

1.12 **“Concession Fees”** means for each Agreement Period, or portion thereof, of the term of this Agreement, a sum equal to the greater of (a) the Minimum Annual Concession Fee or (b) Percentage Fee.

1.13 **“Concessionaire”** means the entity the Aviation Authority selected to award this Ground Transportation concession.

1.14 **“Concessions Policy”** means the Aviation Authority’s Policy for Awarding Concession and Consumer Service Privileges in the Terminal Complexes at Orlando International Airport, Orlando, Florida, as amended.

1.15 **“Dwell Time Fees”** shall have the meaning set forth in the GTR&R.

1.16 **“Express Resort Transportation”** means prearranged transportation to hotels and resorts affiliated with local attractions, including, if possible, luggage handling services.

1.17 **“Gross Receipts”**

1.17.1 **“Gross Receipts”** means all amounts billed or received, derived or earned by Company or any subcontractor, affiliate, employee, independent contractor, or agent of Company from or in connection with Ground Transportation trips originating from the Terminal Complexes (including any trips originating from the hotel located at the Terminal Complexes) and provided pursuant to this Agreement; amounts received from any source whatsoever, including, but not limited to, all fares received and other charges levied on outbound trips, whether for passengers, baggage delivery



or any other purpose, and regardless of how such amounts are computed or levied; it is expressly provided however that such term shall not include:

1.17.1.1 Bona fide tips to drivers, unless the cost of the trip has been reduced in consideration for a tip;

1.17.1.2 The amount of any separately-stated federal, state and local sales or use taxes imposed upon Company's customers and collected by, and due from, Company;

1.17.1.3 Revenues related to taxi operations; or

1.17.1.4 Revenues related to TNC operations.

1.17.2 Gross Receipts shall not be reduced by reason of any credit loss sustained or financing discount that may be applicable by reason of the acceptance or use of credit cards or by reason of any other credit arrangements.

1.17.3 If any charge customarily made by Company for goods and services is not assessed, or any discounts prorated against all amounts received or billed charged or collected, the amount of Company's customary charge therefore shall nevertheless be included in determining Gross Receipts; provided, however, Company shall not be required to include discounts granted to customers if such discounts (including discounts given to any travel agent, convention representative or group representative as part of any familiarization trip) are given pursuant to a bona fide written marketing plan (which may include discounts given to charitable organizations). The discounts granted through a bona fide written marketing plan will not be included in Gross Receipts even if such discount is given through a third party. Notwithstanding the foregoing, if, pursuant to such a written marketing plan conducted in conjunction with another person or entity, Company is reimbursed by another person or entity for all or any portion of the discount provided by Company to its customers, the amount of such reimbursement shall be included in Gross Receipts.

1.17.4 Commissions paid to travel agents or others or any other amounts paid or rebated shall not be deducted from Gross Receipts.

1.17.5 All computations in the determination of Gross Receipts shall be made in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"), except that, in the event of any conflict between U.S. GAAP and any provision of this Agreement, this Agreement shall govern and any such provisions shall not be limited by such principles or standards.

1.17.6 In reporting Gross Receipts, only those amounts associated with outbound trips and round trips should be reported. Round trips shall be reported at the full one-way fare, except that, if the round trip is arranged pursuant to a bona fide written marketing plan, the trip shall be reported at one-half the round trip fare less one-half the discount granted pursuant to such bona fide written marketing plan.

1.17.7 Gross Receipts shall include all amounts billed or received, derived or earned from customers from Ground Transportation trips originating from the Terminal Complexes by any subcontractors or other providers used by Company on account of goods, services or products provided by such subcontractors or other providers, regardless of what portion, if any, of such amounts are received or retained by Company.

1.17.8 Gross Receipts shall include any receipts or amounts billed or received, derived or earned of Company coming within this definition of Gross Receipts notwithstanding the treatment of such receipts for Company's own accounting purposes.

1.17.9 The full amount of any transaction made on installment or credit shall be recorded in the month during which such transaction is made, regardless of the time when Company receives payment (whether full or partial) therefore.

1.17.10 In no event shall Company's Gross Receipts from any trip be a negative amount for purposes of this Agreement.

1.18 **"Ground Transportation"** means on-demand and pre-arranged transportation in Limousines, Sedans, Vans, and Buses.

1.19 **"Ground Transportation Concourse"** means the roadways located on the ground level of the Airport running underneath the central landside building of the North Terminal.

1.20 **"GTR&R"** means the Ground Transportation Rules and Regulations for the Orlando International Airport, as amended from time to time.

1.21 **"Improvement or improvements"** means any item which is affixed to the Premises or affixed to any improvement thereto, and which cannot be moved without material injury to the Premises or another Improvement.

1.22 **"Initial Period"** means the period which begins on the Commencement Date through January 31, 2023.

1.23 **"Limousine"** means a commercial vehicle built as or modified to be a limousine on an automobile chassis of a Sedan or as otherwise defined and recognized by the ground transportation industry as a limousine.

1.24 **"Meet and Greet"** means the act of meeting a Passenger whose transportation has been pre-arranged prior to the initial meeting of the Passenger and Driver or other Affiliate on Airport property (capitalized terms have the meaning ascribed in the GTR&R).

1.25 **"Minimum Annual Concession Fee"** means, for the Initial Period, the amount proposed by Company in its proposal to the Aviation Authority, which amount shall not be less than One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00.00). For each subsequent Agreement Period, the term "Minimum Annual Concession Fee" means the greater of (i) an amount calculated by multiplying .85 by the total Concession Fees due for the prior Agreement Period, or (ii) the Minimum Annual Concession Fee for the Initial Period.

1.26 **"On Demand Services"** means transportation services for Passengers whose transportation from the Airport is not arranged prior to the Passenger's and the Concessionaire's initial meeting on Airport property.

1.27 **"Overflow Customers"** means passengers for whom Overflow Transportation is provided.

1.28 **"Overflow Transportation"** means transportation of pre-arranged and on-demand passengers in Vans and Buses and on-demand passengers in Limousines and Sedans when such passengers request service from Company but Company is unable to reasonably accommodate the passengers because of unavailability of Company vehicles at the time the passenger(s) arrives at the Airport and Company was

not aware of its inability to reasonably accommodate the passenger prior to the close of business on the last business day prior to the date the need for transportation arises.

1.29 **“Percentage Fee”** means ten percent (10%) of Company’s Gross Receipts for \$1 up to and including \$10,000,000, plus twelve and one half percent (12.5%) of Company’s Gross Receipts from \$10,000,001 up to an including \$18,000,000, plus fifteen percent (15%) of Company’s Gross Receipts above \$18,000,000.

1.30 **“Prearranged Services”** means transportation services for passengers whose transportation from the Airport is arranged prior to the Passenger’s and the Concessionaire’s initial meeting on Airport Property.

1.31 **“Premises”** means the areas in and about the Terminal Complexes from which Company is granted the right and obligation to operate its concession in accordance with the terms and conditions of this Agreement, together with any additional areas in and about the Terminal Complexes in which Company may be granted such rights, and includes the Service Counters, Queuing Space, office space and vehicle parking spaces, in each case as leased by Company from the Aviation Authority or provided by the Aviation Authority under this Agreement. For purposes of this subarticle, the term “Premises” shall be limited to the Service Counters, Queuing Space and the office space. The Service Counters have air conditioning, communications drops, electrical power panels in the vicinity of the Service Counters, finished floors, backwalls, and ceilings. All office space has air conditioning, communications drops, electrical power panels in the vicinity of the office space, finished floors, walls and ceilings.

1.32 **“Privilege Fees”** shall have the meaning set forth in the GTR&R.

1.33 **“Queuing Space”** shall mean the area in front of Company’s Service Counters for Company’s customers to queue.

1.34 **“Sedan”** means a commercial vehicle recognized by the ground transportation industry as a full-sized luxury sedan or SUV, such as a Lincoln or a Cadillac, and seating five (5) passengers or less, excluding the driver.

1.35 **“Service Counter”** shall have the meaning set forth in the GTR&R.

1.36 **“Taxicab”** shall have the meaning set forth in the GTR&R.

1.37 **“Terminal Complexes”** means, collectively, the North Terminal and the South Terminal, which is under construction and scheduled to open in 2022, buildings and satellite airside buildings which contain facilities for basic passenger processing and related services and amenities, the hotel, and all accompanying roadways (including but not limited to, the Commercial Lanes).

1.38 **“TNC”** means any entity operating in the State of Florida in accordance with section 627.748, Florida Statutes, using a digital network to connect a rider to a TNC driver providing prearranged rides that has an operating agreement with the Aviation Authority.

1.39 **“Van”** means a chauffeur-driven, unmetered, commercial vehicle seating eight (8) or more but not more than fifteen (15) passengers, including the driver; the term “Van” does not include Limousines, Sedans, or Buses.

## ARTICLE 2 - RIGHTS AND PRIVILEGES GRANTED TO COMPANY

2.1 **Decision Making.** When this Agreement states that action may be taken only with the consent or approval of the Chief Executive Officer or the Aviation Authority, or if a decision will be made or authority

is to be granted by the Chief Executive Officer or the Aviation Authority, it means that the consent or approval may be granted or withheld or the decision will be made, or the authority will be granted or withheld in the sole and absolute discretion of the Chief Executive Officer or the Aviation Authority.

2.2 **Rights and Privileges.** The Aviation Authority hereby grants to Company the non-exclusive right, privilege and obligation, and Company hereby assumes the obligation to provide, Ground Transportation from the Premises in strict accordance with the terms and provisions of this Agreement. Company shall not be permitted to load or unload passengers in any areas other than loading zones designated by the Aviation Authority, and as provided in the GTR&R. Company shall conduct its operations under this Agreement in a first-class manner to ensure that a high level of service is made available to the public.

2.3 **Loading Locations.** Company shall load Class I and Class II Sedans and Limousines in the Ground Transportation Concourses in accordance with the Ground Transportation Rules and Regulations, and all other vehicles in the Commercial Lanes unless otherwise directed by the Aviation Authority. Upon opening of the South Terminal, Company shall load in the areas designated to it by the Aviation Authority.

2.4 **Automatic Vehicle Identification System.** Company and any subcontractor shall utilize the Aviation Authority's automatic vehicle identification system for monitoring use of the Commercial Lanes and the Aviation Authority shall have the right to use such equipment to monitor Company's operations in other areas of the Airport.

2.5 **Limitation; Nonexclusivity.** Notwithstanding anything else contained herein, it is expressly understood and agreed that Company shall not be permitted to sell or offer anywhere on the Airport services not specifically provided for under the provisions of this Agreement. It is expressly provided that the rights and privileges granted hereunder are non-exclusive, and nothing contained herein shall preclude the Aviation Authority from permitting, or from entering into any agreement with any other party during the term of this Agreement for the providing of additional commercial ground transportation services, public or private, to, from and at the Airport, including, but not limited to, additional Ground Transportation service, the creation of taxicab concessions, the addition of public agency bus routes to, from or around the Airport, the provision of light rail transportation to, from or around the Airport, and the provision of transportation between the North and South Terminals whether such transportation is provided by the Aviation Authority through use of its own employees or through any other party. During the term of this Agreement, the Aviation Authority shall, however, enter into no more than two agreements to provide Ground Transportation whereby, for the privilege of providing Ground Transportation, a party pays the Aviation Authority compensation that is, at least in part, a percentage of the revenues derived by such party from its Ground Transportation operations (a "concession") unless it has determined that the existing Concessionaire is unable or unwilling to provide the Ground Transportation service reasonably required at the Airport. In no event shall a permit issued pursuant to the GTR&R be considered a "concession."

2.6 **Relocation/Surrender of Premises.** Notwithstanding any other provision of this Agreement, the Aviation Authority shall have the right at any time during the term of this Agreement to surrender, relocate, reconfigure, reduce the size of, or reassign any or all portions of the Premises, including, but not limited to, starter zones, curb space, holding areas, and signage, anywhere within or about the Terminal Complexes and the various levels thereof. The Aviation Authority in its sole discretion may provide Company with a substitute area which the Chief Executive Officer determines to be reasonably equivalent, though not necessarily identical in size or otherwise, to the portion of the Premises surrendered or to grant Company an equitable reduction in the rental charges (but not the Concession Fees or any other fees or charges) payable hereunder. The Aviation Authority shall in no event be liable to Company for any inconvenience or loss of business as a result of Company being required to move or surrender any portion of the Premises.

2.7 **Lease of Additional Space.** If, during the term of this Agreement, Company indicates to the Aviation Authority a desire to lease additional Service Counters, Queuing Space, or office space at the Airport, which additional space is then available for rental, the Aviation Authority may rent such additional space to Company; provided that, in the case of additional Service Counters, such additional Service Counters are contiguous to the space then leased by Company.

2.8 **Decrease in Leased Space.** Company may request a reduction in the amount of space it has agreed to lease from the Aviation Authority by submitting a written request to the Chief Executive Officer, for his or her decision.

2.9 **The Aviation Authority's Right to Repair or Alter Facilities.** Notwithstanding any other provision contained herein, the Aviation Authority shall have the absolute right to further develop, improve, repair, alter or add to the Airport and all roadways, parking areas, or the Terminal Complexes including, but not limited to, the Premises, landing areas and taxiways as it may reasonably see fit, as well the right to enter the Premises for the purpose of so doing, free from any and all liability to Company for any loss of business or damages of any nature whatsoever to Company occasioned during the making of any such repair, improvement, alteration or addition including, without limitation, any damages resulting from negligence of the Aviation Authority or its employees, agents or contractors.

2.10 **The Aviation Authority's Right to Adjust Premises.** The Aviation Authority reserves the right to make minor adjustments to the amounts of space and facilities included in the Premises as necessary to further the efficient utilization of the Airport's facilities.

2.11 **The Aviation Authority's Right to Add to Premises.** In addition to any other right of the Aviation Authority hereunder, the Aviation Authority may, at any time during the term of this Agreement, require Company to operate the Ground Transportation concession from one or more additional locations on Airport property. In such event, the Aviation Authority shall offer Company additional Service Counters, office space, and vehicle parking space. Company shall accept a portion of the offered space that the Aviation Authority, in its reasonable discretion, determines is necessary for the proper operation of a Ground Transportation concession at such additional location. The term "Premises" shall include any such additional space offered to and accepted by Company. All space offered to Company shall be allocated to and selected by Company in the manner directed by the Aviation Authority at the time the Aviation Authority offers the space to Company. The rental rate for such additional space shall be determined by the Aviation Authority at the time the Aviation Authority offers the space to Company, but generally, Company would be required to pay an amount equal to the fair market rental value, as determined by the Chief Executive Officer, of any such additional space in or outside the Terminal Complexes.

2.12 **Arrangements with Other Companies.** Provided Company is in compliance with all provisions of this Agreement including, without limitation, the minimum vehicle requirements of Article 5.1 below:

2.12.1 **Subcontracting for On Demand Services.** Company shall be allowed, at its option, subject to the requirements of this subarticle 2.12.1, to subcontract the performance of services in Limousines, Sedans, Vans, and Buses. Company must secure the Aviation Authority's approval of each proposed subcontractor before that subcontractor may begin to provide services at the Airport under this Agreement, which approval the Aviation Authority may grant, withhold or withdraw in its discretion. Company shall provide the Aviation Authority the name of the proposed subcontractor at least one month prior to the day the subcontractor begins operations as a subcontractor. The Aviation Authority will grant its approval if the proposed subcontractor is (i) properly permitted by the City of Orlando and the Aviation Authority, (ii) not currently under a period of suspension, and (iii) not delinquent in the payment of money to the Aviation Authority. The Aviation Authority may, in a written notice, withdraw its approval if, at any time, a

subcontractor's City or the Aviation Authority permits lapse, the subcontractor is suspended by the City of Orlando or the Aviation Authority, or the subcontractor is delinquent in its payment of money owed to the Aviation Authority. In such case, Company shall immediately cease utilizing the subcontractor. Each subcontractor, before it may begin to provide such services, shall be required to execute a consent to subcontract, in a form as shall be required by the Chief Executive Officer, which shall require the subcontractor to agree to comply with all terms and conditions of this Agreement in connection with its operation under the subcontract. All Gross Receipts derived by the subcontractor shall be included in the Gross Receipts of Company, and all monthly statements and annual reports required pursuant to Article 4.6 of this Agreement shall include but separately state the Gross Receipts derived from the operations of each subcontractor.

**2.12.2 Subcontracting for Prearranged Services.** Company may intermittently subcontract Prearranged Services, subject to the requirements of this subarticle 2.12.2, in Limousines, Sedans, Vans, and Buses. Company must secure the Aviation Authority's approval of each proposed subcontractor before that subcontractor may begin to provide services at the Airport under this Agreement, which approval the Aviation Authority may grant, withhold, or withdraw in its discretion. Company shall provide the Aviation Authority the name of the proposed subcontractor at least one month prior to the day the subcontractor begins operations as a subcontractor. The Aviation Authority will grant its approval if the proposed subcontractor is (i) properly permitted by the City of Orlando and the Aviation Authority, (ii) not currently under a period of suspension, and (iii) not delinquent in the payment of money to the Aviation Authority. The Aviation Authority may, in a written notice, withdraw its approval if, at any time, a subcontractor's City or the Aviation Authority permits lapse, the subcontractor is suspended by the City of Orlando or the Aviation Authority, or the subcontractor is delinquent in its payment of money owed to the Aviation Authority. In such case, Company shall immediately cease utilizing the subcontractor. Each subcontractor, before it may begin to provide such services, shall be required to execute a consent to subcontract, in a form as shall be required by the Chief Executive Officer, which shall require the subcontractor to agree to comply with all terms and conditions of this Agreement in connection with its operation under the subcontract. All Gross Receipts derived by the subcontractor shall be included in the Gross Receipts of Company.

If Company is subcontracting Prearranged Service for a class of vehicles (i.e., (i) Limousines, Sedans, Vans, and Buses) in its entirety, Company shall follow 2.12.1 of this Agreement.

**2.12.3 Overflow Arrangements.** Company may enter into an arrangement with any commercial ground transportation operator for such operator to provide Overflow Transportation if:

2.12.3.1 Company has in active service the number of vehicles required by the Aviation Authority pursuant to this Agreement;

2.12.3.2 such commercial ground transportation operator has a valid permit issued by the Aviation Authority allowing it to pick up passengers at the Airport;

2.12.3.3 each such Overflow Customer is willing to accept the Overflow Transportation;

2.12.3.4 no such Overflow Customer is charged a fare greater than the fare such customer would have paid for the service requested from Company or the fare such customer would have paid for the Overflow Transportation, whichever is less; provided, however, that Company shall be under no such obligation if the Customers utilize vouchers or have otherwise paid for the transportation prior to arriving at the Airport;



2.12.3.5 Company includes in its Gross Receipts all amounts received by Company or the commercial ground transportation operator from or with respect to each Overflow Customer;

2.12.3.6 Company sends a monthly report to the Aviation Authority's Manager of Ground Transportation Services showing the date of each Overflow Transportation, the name of the ground transportation operator with whom such arrangement is made, all amounts paid to such operator, the number of passengers involved, the destination(s) of such passengers, and the total amount paid by such passengers for such transportation; and

2.12.3.7 Company does not utilize Overflow Transportation arrangements for passengers requesting transportation in Vans or Buses for more than seven percent (7%) of the number of passengers transported by Company in Vans or Buses in any Agreement Period.

Overflow Transportation provided in accordance with the requirements described in this paragraph shall not be deemed "subcontracting" for purposes of Article 2.12.1, above.

2.12.4 Responsibilities of Company. Notwithstanding the fact that certain of the services required or allowed to be provided under this Agreement may be subcontracted or overflowed by Company to other persons, Company shall remain absolutely responsible for the fulfillment of all requirements under this Agreement, including, without limitation, all performance requirements, payment requirements and insurance requirements (including ensuring that vehicles operated by any subcontractor or provider of Overflow Transportation are insured at the same levels required by this Agreement). Any failure by a subcontractor or provider of Overflow Transportation of Company to fulfill any requirement under this Agreement shall be deemed a failure of Company to fulfill such requirement, and, if such failure constitutes a default under this Agreement, shall be deemed a default hereunder by Company. Notwithstanding the fact that one or more classes of service may be subcontracted by Company to another party, Company itself shall provide directly to the Aviation Authority the Contract Bond or Letter of Credit in the full amount required under Article 10 hereof.

2.13 The Aviation Authority's Right to Request Emergency Assistance. In the event of an emergency, the Aviation Authority shall have the right to request vehicles to transport persons at the Airport to some site off the Airport, and Company shall, using its best efforts, promptly comply with such request.

2.14 Relation to Other Concessions. This Agreement is separate and distinct from, and shall be construed separately from, any other agreement between Company and the Aviation Authority (subject to the provisions of Article 13.1.15), and from any other similar agreement between the Aviation Authority and any other person operating a concession at the Airport, and the fact that any such other agreement may contain provisions which differ from those contained herein shall have no bearing on the construction of this Agreement.

2.15 The Aviation Authority's Right to Re-Bid. If the Aviation Authority terminates one of the Ground Transportation Concession Agreements, the Aviation Authority shall have the right to invite other persons to replace the entity whose Ground Transportation Concession was terminated, and has the right to award a replacement Ground Transportation Concession on the same or different terms and conditions under which the terminated concessionaire was operating, for a term not to exceed the remaining term of the terminated concessionaire's Ground Transportation Concession Agreement.

### ARTICLE 3- TERM

This Agreement shall become effective upon execution by the parties hereto. Company's right and obligation to provide Ground Transportation services and to pay the Aviation Authority for the conduct of its operations at the Airport shall commence on the Commencement Date and continue for three (3) Agreement Periods unless sooner terminated in accordance with the terms and provisions hereof. This Agreement may be renewed for two (2) additional periods of one (1) year each upon mutual agreement of the parties hereto.

### ARTICLE 4 – CONCESSION FEES, PRIVILEGE FEES, DWELL TIME FEES AND ACCOUNTING RECORDS

4.1 **Concession Fees.** For the privileges granted hereunder, and not as a space rental, Company shall pay to the Aviation Authority the Concession Fees (defined in subarticle 1.12). The amount of the Minimum Annual Concession Fee (as defined in subarticle 1.25) for each Agreement Period following the Initial Period shall be adjusted by the Chief Executive Officer effective as of the first day of February during each such Agreement Period subject to subsequent adjustment if required because of discrepancies discovered as a result of the annual certification of fees provision set forth in subarticle 4.6 below. The Minimum Annual Concession Fee shall be prorated for any Agreement Period which is more or less than twelve (12) months.

4.2 **Privilege Fees.** Company shall not pay Privilege Fees for Bus, Limousine, Sedan, and Van operations it conducts in the Commercial Lanes under this Agreement.

4.3 **Dwell Time Fees.** Company shall not pay Dwell Time Fees for Bus, Limousine, Sedan, and Van operations it conducts in the Commercial Lanes under this Agreement.

4.4 **Monthly Payments of Fees.**

4.4.1 From and after the Commencement Date, Company shall pay to the Aviation Authority, in advance and without demand, on the first (1st) day of each calendar month of the term hereof (and on the Commencement Date, if the Commencement Date is not the first day of the calendar month), an amount equal to one-twelfth (1/12th) of the Minimum Annual Concession Fee then applicable, prorated for any partial month at the commencement of the term or the end of the term, based on the number of days in such partial month, plus any sales or other taxes due thereon, in lawful money of the United States, without deduction or set-off, at the office of the Aviation Authority's Chief Financial Officer (the "Chief Financial Officer") or at such other place as the Chief Executive Officer may designate in writing from time to time.

4.4.2 Company shall further pay to the Aviation Authority, without demand, at the office of the Chief Financial Officer, on the twenty-fifth (25th) day of the month following each calendar month of the term hereof, a sum of money equal to the amount, if any, by which the Percentage Fee for such month exceeds the amount of the installment of Minimum Annual Concession Fee payable for such month, and shall provide the Chief Financial Officer with a statement, signed by an officer (if Company is a corporation), partner (if a partnership), or owner (if a sole proprietorship) of Company in the form attached hereto as Exhibit "B" (which the Chief Executive Officer may amend from time to time), which sets forth Company's Gross Receipts by location during such preceding calendar month, and separately identifies all receipts derived by Company during such calendar month which have been excluded from the computation of Gross Receipts.

4.5 **Sales, Use or Other Taxes.** Company shall be solely responsible for the payment of all sales, use or other taxes, levied at any time, whether during or after the term of this Agreement, upon the fees and other charges payable by Company to the Aviation Authority hereunder, whether or not the same shall have been billed or collected by the Aviation Authority, together with any and all interest and penalties levied thereon, and Company hereby agrees to indemnify the Aviation Authority and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from Company and remitted to the taxing authority by the Aviation Authority, or the amounts, if any, paid directly by Company to such taxing authority, were less than the total amount of taxes due, and for any sums including interest and penalties payable by the Aviation Authority as a result thereof. The provisions of this paragraph shall survive the expiration or prior termination of this Agreement.

4.6 **Annual Certification of Fees.** Within ninety (90) calendar days after the close of each Agreement Period of the term hereof, Company, without demand and at its own cost and expense, shall provide to the Aviation Authority's Chief Financial Officer statements prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") on a consistent basis for its operations, together with a report on examination of such statements made in accordance with generally accepted auditing standards by an independent certified public accountant licensed in the State of Florida, who is not an employee of Company. The audited statements must be accompanied by: (1); a schedule of Gross Receipts and Concession Fees paid as set forth in subarticle 4.6.1 through 4.6.4 below, relating to Company and any subcontractors of Company, accompanied by an independent auditor's report expressing an unqualified opinion on such schedule as of the end of each agreement period, and (2) an unmodified opinion on examination of those schedules and such calculation by an independent certified public accountant licensed in the State of Florida, in accordance with generally accepted auditing standards, and the terms and provisions of this Agreement, including, without limitation, the definition of Gross Receipts, as set forth in Article 1.18 above. There may be no limitation on the scope of the examination that would preclude the independent certified public accountant from expressing an unqualified opinion as to the correctness and completeness of the schedules for each month and for the Agreement Period. The audited statements shall be accompanied by separate schedules of Gross Receipts (stated both in the aggregate for Company and any subcontractors collectively and separately, for Company, and each of its subcontractors individually) and Concession Fees for such Agreement Period both for each month and cumulatively for the agreement period. Such Report on audit shall set forth, both for each month and for the Agreement Period:

4.6.1 Company's Gross Receipts;

4.6.2 the Concession Fees Company incurred;

4.6.3 the Concession Fees Company actually paid to the Aviation Authority; and

4.6.4 the difference, if any, between the Concession Fees Company incurred and the Concession Fees such Company actually paid to the Aviation Authority, along with an explanation for the difference, plus the amount of interest accrued as of the date of such statement calculated at the rate of the lower of 18% per annum or the maximum rate of interest allowed by law from the date the Concession Fees should have been paid to the date of actual payment by Company.

4.6.5 **Overpayment.** If the audit reveals that Concession Fees for such period have been overpaid, then the amount of such overpayment shall be credited to the Concession Fees next due and owing from Company, unless the term hereof has expired, in which event such amount shall be refunded by the Aviation Authority to Company within thirty (30) calendar days of the Aviation Authority receipt of Company's annual certification of fees or the Aviation Authority's completion of audit inspection or examination.

**4.6.6 Requirement to Satisfy Underpayment.** If either the Annual Certified Statement pursuant to Article 4.6 or the audit performed pursuant to Article 4.7 reveals that the amount of Concession Fees a Company actually incurred and should have paid to the Aviation Authority during an Agreement Period is greater than the total of such Concession Fees Company paid to the Aviation Authority, then the Company shall pay the difference to the Aviation Authority, without demand, at the time it submits to the Aviation Authority such statement or, in the case of an audit, within thirty (30) days of notice by the Aviation Authority of the difference, together with payment of interest which shall accrue on such difference at the rate of the lower of eighteen percent (18%) per annum or the maximum rate of interest allowed by law, calculated from the date the Concession Fees should have been paid to the date of actual payment by Company.

**4.7 Books and Records/the Aviation Authority's Right to Audit.** During the term of this Agreement, and for a period of four (4) years thereafter, Company and each of its subcontractors, if any, shall maintain such original books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards in performing an audit or examination of Company's Gross Receipts and such original books and records shall contain records of all of Company's receipts in connection with its operations computed or recorded in accordance with in a form consistent with U.S. GAAP, and generally accepted auditing standards except to the extent such principles or standards may conflict with the provisions of this Agreement. Company's books and records shall contain, at a minimum, an itemized record of all Gross Receipts (by location at the Terminal Complexes, to the extent possible). Such books and records shall include, without limitation: (i) daily and/or monthly transaction reports subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to the Aviation Authority under subarticle 4.4.2 and shall be reconciled to the amounts posted on the Company's general ledger if different or offset or netted with other amounts posted to the general ledger; and (ii) such other sales records, if any, which would normally be examined by an independent certified public accountant in performing an inspection audit or examination of Company's Gross Receipts in accordance with generally accepted auditing standards. If any litigation, claim or audit is commenced prior to expiration of such four (4) year period but extends beyond such period, Company must retain such records until the litigation, claim or audit has been finally resolved. Such original books and records shall be maintained in the form of (a) electronic media compatible with or convertible to format compatible with computers utilized by the Aviation Authority at its offices, (b) computer run hard copy, or (c) legible microfiche or microfilm, together with access to a microfiche or microfilm reader. Such original books and records shall be maintained consistent with U.S. GAAP, shall be segregated from Company's books and records relating to operations other than pursuant to this Agreement, shall contain records of all applicable individual transactions and receipts associated with such transactions shall contain a breakdown of such receipts into the components of Gross Receipts and any exclusions therefrom which supports the amounts reported to the Aviation Authority and Company's monthly payment of fees pursuant to Article 4.4. Daily business reports shall not suffice to take the place of records of such agreements and receipts properly recorded in Company's general ledger, revenue journals and/or summaries. If requested, Company shall provide the Aviation Authority with a computer file compatible with the Aviation Authority software that details monthly transactions pursuant to Article 4.

Company shall at all times during the Term hereof, maintain complete and accurate records of its compliance with LEED Version 4 Building Design and Construction/Interior Design and Construction and LEED Version 4 Existing Building. In addition, Company shall maintain complete and accurate records of its compliance with Authority's Sustainability Management Plan and Sustainable Facility Operations Manual. Company's books and records shall be maintained in sufficient detail to allow Authority or its representatives to inspect, examine or audit Company's compliance. Company shall supply to Authority, within thirty (30) calendar days of the Authority's written request, the books and records required to be maintained, and any other reports or records that the Authority may reasonably request for the purpose of determining whether Company has complied with the Authority's sustainability requirements.

4.7.1 Failure to Pay Expenses. Failure to pay any required audit, examination or inspection expenses or travel expenses shall constitute a failure to comply with Company's financial obligations and the Aviation Authority shall have such rights as set forth under Article 13.

4.7.2 Inspection Rights. The Aviation Authority and/or its duly authorized representative shall have the right, at any time during the term of this Agreement and for four (4) years after the end of such term, upon reasonable notice and during reasonable business hours and in a manner that is not unduly disruptive of Company's business, to inspect Company's books and financial records including, but not limited to, Company's general ledger. Company shall, if requested, freely lend its own assistance in making such inspection, and, if such records are maintained in electronic or other machine-readable format, shall provide the Aviation Authority and/or its representative such assistance as may be required to allow complete access to such records including providing such records in electronic read-only format compatible with computers utilized by the Aviation Authority if requested by the Aviation Authority.

4.7.3 Inspection Outside Orlando. If Company's original books and records are not available for inspection within the City, Company shall as directed by the Aviation Authority either (i) have said original books and records transported to the primary offices of the Aviation Authority within thirty (30) calendar days of the Aviation Authority's request to inspect Company's original books and records, or (ii) have representatives of the Aviation Authority inspect Company's original books and records at a location where Company maintains the books and records within forty-five (45) calendar days of the Aviation Authority's request to inspect Company's original books and records.

4.7.4 Audit Rights. The Aviation Authority shall have the right, upon reasonable notice to Company, to make an audit or cause an audit examination or inspection to be made of Company's original books and records and computerized accounting systems relating to Company's operations (including, but not limited to, those original books and records Company is required to maintain under this Article 4.7) in order to determine the correctness of the fees paid by Company to the Aviation Authority for any Agreement Period which ended no more than four (4) years prior to the date of commencement of such audit. Such audit may include, but is not limited to, a review of general, input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. Company shall, if requested, freely lend its own assistance in making such audit, and, if such records are maintained in electronic and other machine-readable format, shall provide the Aviation Authority and/or its representative such assistance as may be required to allow complete access to such original records. Company also shall lend such assistance and support freely to the Aviation Authority as the Aviation Authority may reasonably request in the conduct of any customer origin/destination or other survey as the Aviation Authority deems necessary.

4.7.5 Computer Records. If printed hard copies or electronic media of Company's original books and records are not available, Company shall afford the Aviation Authority computer modem access to the records pertaining to Company's operations pursuant to this Agreement.

4.7.6 Other Information. In addition to the books and records specifically required herein, Company shall, upon reasonable notice, supply to the Aviation Authority any other financial or statistical reports or records that the Chief Executive Officer may request for the purpose of determining the accuracy of the Gross Receipts reported by Company. Such reports or records shall be provided within thirty (30) calendar days after request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for purposes of determining amounts payable to the Aviation Authority.

4.7.7 Record-Keeping Equipment Required. In addition to maintaining the books and records required by this Article 4.7, Company shall cause to be installed, and shall at all times use, such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary to record properly, accurately and completely all sales from and at the Premises.

4.7.8 Requirement to Satisfy Underpayment. If the audit performed reveals that the amount of Concession Fees Company actually incurred and should have paid to the Aviation Authority during an Agreement Period is greater than the total of such Concession Fees Company paid to the Aviation Authority, then Company shall pay the difference to the Aviation Authority, without demand, within thirty (30) calendar days of notice by the Aviation Authority of the difference, together with payment of interest which shall accrue on such difference at the rate provided in Article 16.15 below, calculated from the date the Concession Fees should have been paid to the date of actual payment by Company.

4.7.9 Refund of Overpayment. If an audit reveals that the Concession Fees actually paid by Company during an Agreement Period exceed the Concession Fees Company actually incurred, then Company shall be entitled to a credit in the amount of the excess against the Concession Fees next due and owing from Company to the Aviation Authority. If this Agreement has expired or has been terminated, then the Aviation Authority shall refund the difference to Company within thirty (30) days of the Aviation Authority's completion of its audit.

4.7.10 Audit Expenses. If an audit, examination or inspection reveals that the amount of Concession Fees Company actually incurred and should have paid to the Aviation Authority for any Agreement Period is more than two percent (2%) greater than the amount of Concession Fees Company paid to the Aviation Authority, then Company shall reimburse the Aviation Authority for the entire cost of the audit or inspection.

4.7.11 Travel Expenses. If an audit, examination or inspection is performed at a location outside the City, Company shall reimburse the Aviation Authority for travel expenses incurred in connection with such audit, examination or inspection in accordance with the Aviation Authority's adopted travel policy, between the office of the person or persons performing the audit, examination or inspection and the location at which the original books and records are maintained or the audit is performed for each day of travel and on-site work. After the work is complete, the Aviation Authority shall bill Company for such travel expenses and Company shall promptly pay such bill.

4.7.12 Revenue Control Procedures. If the audit, examination or inspection is performed that establishes that Company has understated and underpaid its fees to the Aviation Authority for any Agreement Period by two percent (2%) or more, and that such understatement and underpayment was the result of a deficiency in Company's revenue control procedures, then in addition to any other requirements under this Agreement, Company, in consultation with the Aviation Authority, shall implement revised revenue control procedures acceptable to the Aviation Authority that are reasonably calculated to eliminate such deficiency.

4.7.13 Inspection and Audit Rights Survive Expiration. The Aviation Authority's rights under this Article 4.7 to inspect and audit the books and records of Company shall survive the expiration or earlier termination of this Agreement.

4.7.14 Conflict Between Agreement and Accounting Practices. In the event of any conflict between any provision of this Agreement and U.S. GAAP or generally accepted auditing standards, the provisions of this Agreement shall control even where this Agreement references such



principles or standards. In particular, without limitation, Company shall maintain all records required under this Agreement to the full extent required hereunder, even if some or all of such records would not be required under such general principles or standards.

4.8 **Cash Handling Procedures.** Company shall at all times observe prudent cash handling procedures, and it shall immediately implement any new procedures, or revise any existing procedures in such a manner as the Chief Executive Officer may require from time to time, provided that the Chief Executive Officer gives written notice to Company. Before beginning operations under this Agreement, Company shall submit its proposed cash handling procedures to the Chief Executive Officer for review and approval.

4.9 **Additional Sums Due the Aviation Authority.** If the Aviation Authority has paid any sums or has incurred any obligation or expense for which Company agreed to pay or reimburse the Aviation Authority, or if the Aviation Authority is required or elects to pay any sums or incur any obligations or expense because of the failure, neglect or refusal of Company to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional fees due hereunder, and Company shall, immediately upon demand by the Chief Executive Officer, reimburse the Aviation Authority therefor.

4.10 **Communications Concerning Disputed Debts.** All (a) communications concerning disputes about debts that are owed or may be owed pursuant to this Agreement, and (b) instruments in less than the full amount claimed by the Aviation Authority and tendered as full satisfaction of a disputed debt or other amount owed, shall be sent by certified mail, return receipt requested to the following:

Chief Financial Officer  
Greater Orlando Aviation Authority  
Orlando International Airport  
5855 Cargo Road  
Orlando, Florida 32827-4399

## ARTICLE 5 - OBLIGATIONS OF COMPANY

5.1 **Vehicle Requirements.** All Ground Transportation vehicles owned or operated by Company which are used for providing service at the Airport shall at all times be properly permitted, maintained in good and attractive condition, free from any known defects (including interior and exterior damage) and meet or exceed the City's requirements with regard to safety, condition and equipment. Company shall maintain the interior of its vehicles in such a manner as to ensure the aesthetic qualities of the original equipment manufacturer are maintained or exceeded as determined by the Aviation Authority. The term ground transportation services includes providing transportation services with: (i) "Limousines"; (ii) "Sedans"; (iii) "Vans"; (iv) and "Buses." Company shall, at all times during the term of this Agreement, maintain on its vehicles paint schemes that are acceptable to the Aviation Authority, which for Vans shall include a requirement for a uniform exterior color with uniform markings to identify Company and/or its logo. If the Aviation Authority determines that Company's paint schemes are not acceptable, Company shall repaint its vehicles with a scheme acceptable to the Aviation Authority on a schedule approved by the Aviation Authority. As required by this Agreement, Company shall control, by ownership or agreement for the exclusive use of each vehicle, a minimum of:

5.1.1 No less than two (2) permitted Limousines, eight (8) permitted Sedans, seven (7) permitted Vans, and thirty (30) Buses;

5.1.2 The term "permitted" as used herein means a vehicle which holds valid permits from the City and the Aviation Authority to operate at the Airport.

Company shall provide Ground Transportation service at the North Terminal, and at the South Terminal upon its opening, on a 24-hour-a-day, 7-day-a-week basis throughout the term of this Agreement; provided, however, Company shall not be required to provide such service during periods in which there are no scheduled in-bound flights unless otherwise directed by the Chief Executive Officer. All passengers requesting service to destinations served by Company shall be promptly served and transported from the Airport within the time frames set forth in this Article 5.1.

Company agrees to provide service, at a minimum, to downtown Orlando, downtown Winter Park, State Road 192, Walt Disney World property, all theme parks and resort properties, Lake Buena Vista and International Drive/Universal Boulevard, and to depart from the Airport to such areas within twenty (20) minutes after a reservation is confirmed or a ticket is issued to a customer at the Airport. The foregoing requirements may be modified or waived by the Chief Executive Officer in his sole discretion at any time and from time to time without liability to Company, and Company agrees that it shall promptly abide by any changes in such requirements.

5.2 **Express Resort Transportation.** Company is encouraged to provide Express Resort Transportation to hotels and resorts affiliated with local attractions, including, if possible, luggage handling services. Company shall encourage, for operational purposes, hotel and resort guests to reserve transportation to the Airport at least two (2) hours prior to departing domestic flights and at least three (3) hours for departing international flights. The Aviation Authority will endeavor to find ways to encourage travelers to hotels and resorts affiliated with local attractions to utilize the services of the Concessionaires.

The resorts serviced by Express Resort Transportation may have facility access procedures, operating locations and procedures for vehicle loading and unloading, etc. Company is responsible for determining all operational requirements for the resorts, including obtaining all necessary and applicable access permits and identifying all financial obligations to operate vehicles in these locations, including but not limited to facility access fees.

5.3 **Drivers.** All drivers shall be duly and properly licensed as required by the City and the State of Florida. All drivers shall observe and be subject to the GTR&R. In addition, drivers shall observe the following:

5.3.1 Drivers shall at all times be clean, neatly attired and polite and wear shoes and shirts with collars and sleeves, and are required to wear appropriate name badges which are approved by the Chief Executive Officer.

5.3.2 Drivers shall not be permitted to wear, on the Airport, shorts, cut-off pants, tank tops, bathing suits, or any clothing which prominently displays the names or logos of products or which contains offensive or obscene writing or material.

5.3.3 At no time shall any driver conduct himself or herself in a loud or boisterous manner, and Company shall promptly remove from the Airport any driver who does so.

5.4 **All Personnel.** The provisions of this Article 5.3 shall apply to all personnel of Company employed at the Airport including, without limitation, Company's drivers.

5.4.1 Company shall, in its operation of the Premises under this Agreement, employ or permit the employment of only such personnel that will assure a high standard of service to the public. All such personnel, while on or about the Premises, shall be clean, neat in appearance, uniformly attired (with appropriate identification badge displaying no less than Company's and employee name), and courteous at all times.

5.4.2 No personnel employed by Company, while on or about the Airport, shall use improper language, act in a loud, boisterous, or otherwise improper manner, or be permitted to solicit business in an inappropriate manner at the Airport. Company shall maintain a sufficient number of trained personnel to ensure that customers of Company will receive prompt and courteous service at all times.

5.4.3 Except as the Chief Executive Officer may otherwise agree in writing, Company shall operate this Concession at the Premises only through its own employees or independent contractors. Company shall comply with the requirements of all municipal, county, state or federal laws, ordinances or regulations and rules applicable to its employment practices in connection with the operation of this Concession including, without limitation, the Fair Labor Standards Act, shall pay all appropriate federal and state employment and withholding taxes, and shall maintain records demonstrating compliance with the foregoing. All such records shall upon reasonable notice from the Chief Executive Officer be made available, either at the Premises, or, at the Chief Executive Officer's option, at the offices of the Aviation Authority, for inspection by the Aviation Authority, through its duly authorized representatives as often as the Chief Executive Officer shall request for period of up to four (4) years after the end of the Agreement Period to which such records pertain. If any litigation, claim or audit is commenced prior to expiration of such four (4) year period but extends beyond such period, Company must retain such records until the litigation, claim or audit has been finally resolved.

5.5 **Fares.** All Ground Transportation service shall be offered on the basis of rates appropriate to the type of service provided. In order to fully inform the general public at the Airport, Company shall post such fare and rate information at such locations and in such languages as the Chief Executive Officer may from time to time direct. Company agrees to furnish to the Chief Executive Officer at the time of its execution of this Agreement a complete list of all rates and charges for all passenger destinations served by Company, and thereafter to advise the Chief Executive Officer promptly of any changes in such rates and charges prior to its implementation thereof. In no event shall Company quote or impose any rate or charge in excess of its posted rates and charges.

5.6 **Resident Manager/Supervisor.** Throughout the term of this Agreement the management, maintenance and operation of the Concession shall be under the supervision and direction of an active, qualified, competent and experienced manager/supervisor who shall at all times be subject to the direction and control of Company. Company shall assign such manager, or cause such manager to be assigned, a location on the Premises at which he or she shall be available during normal business hours. The resident manager shall reside within thirty (30) minutes driving time of the Airport and shall be reasonably available (meaning that, at a minimum, the Aviation Authority shall be able to contact the resident manager by use of a cellular phone) at all times. Company shall, at all times during the absence of such manager, assign or cause to be assigned a qualified subordinate to assume and be directly responsible for carrying out the duties of such manager.

5.7 **No Solicitation.** No representative of Company shall solicit passengers at the Airport in any manner whatsoever or attempt to divert them from seeking other forms of ground transportation; provided, however, Company's personnel at a Service Counter, or acting as an expeditor for any line that is formed in front of a Service Counter, shall be permitted to discuss ground transportation and make sales to passengers who have approached such personnel for the purpose of discussing ground transportation. At no time shall such personnel attempt to attract persons by calling or motioning to them, and Company agrees to take all reasonable steps to ensure that such conduct will not occur.

5.8 **Correction of Deficiencies.** In the event that the Chief Executive Officer shall determine that Company is not providing a sufficient level of service under this Agreement and notifies Company in

writing of certain deficiencies in such regard, Company agrees that it shall promptly take all steps reasonably necessary to correct the deficiencies. In the event that an equipment or driver shortage or any other condition renders Company unable to provide satisfactory services on a temporary basis, the Chief Executive Officer may notify Company in writing of its intention to grant temporary rights to others to supply ground transportation service during the period of such shortage and, if Company fails to restore service satisfactory to the Chief Executive Officer within forty-eight (48) hours of notification from the Chief Executive Officer, then the Chief Executive Officer may without liability to Company grant such temporary rights to others until such time as satisfactory service has been restored by Company.

5.9 **The Aviation Authority's Rules and Regulations.** Company acknowledges that it shall, at all times during the term of this Agreement, be subject to the rules, regulations and procedures pertaining to the Airport established by the Aviation Authority from time to time. Company will ensure that each of its drivers is familiar with such rules, regulations and procedures prior to their assignment to the Airport and will require each driver to comply therewith. Company acknowledges that it has been provided with a copy of, and has become familiar with, the GTR&R as amended by the Aviation Authority, and Company hereby agrees that it and its employees, independent contractors, and agents shall conduct their activities on the Airport at all times during the term of this Agreement in compliance therewith, as the same may be amended from time to time by the Aviation Authority.

5.10 **Other Concessions and Permits.** In consideration of the rights granted to Company pursuant to this Agreement, Company shall not become the holder or an affiliate of the holder of any other contract with the Aviation Authority for the provision of Ground Transportation other than a Taxicab concession agreement or TNC operating agreement, if awarded to Company, or hold permits for ground transportation issued pursuant to the Ground Transportation Rules and Regulations. If Company holds a Taxicab or TNC operating agreement with the Aviation Authority or holds any Ground Transportation permit(s) unrelated to this Agreement issued by the Aviation Authority, operations under such other agreement or permit(s) shall be conducted separately and independently from operations under this Agreement and shall not share starters, counter personnel, loading areas or equipment (other than vehicles) used for operations under this Agreement.

5.11 **Customer Complaints.** In the event that any written customer complaint with respect to Company's operations at the Airport is delivered to Company (or to the Aviation Authority and forwarded to Company), Company agrees that it shall promptly respond in writing to the complainant and make a good-faith attempt to explain, resolve, or rectify the cause of the complaint. Company shall provide to the Chief Executive Officer, without further demand, a copy of each such complaint and its written response thereto.

5.12 **Shopping Service.** The Chief Executive Officer shall have the right (without limitation) to monitor and test the quality of Company's service, its compliance with the terms of this Agreement, and the effectiveness of its cash handling procedures through the use of a professional shopping service employed by the Aviation Authority. In the event that the Aviation Authority determines through the use of such shopping service that the level of Company's service is below that required under the terms of this Agreement or that Company's sales are not being properly recorded, then Company shall immediately undertake the correction of the problem and, in the further event that it is established that fees have been lost to the Aviation Authority because of Company's improper recording of its sales, or any other improper record keeping by Company, Company shall pay to the Aviation Authority as delinquent fees, with interest in accordance with Article 16.15 below, an amount equal to a reasonable estimate by the Chief Executive Officer of the amounts lost to the Aviation Authority as a result thereof.

5.13 **Maintenance of Premises.**

5.13.1 Except for the maintenance obligations which are undertaken by the Aviation Authority pursuant to the terms of Article 6.1, Company shall be responsible, at its own cost and expense, for maintaining the Premises and all property and equipment at the Premises, including but not limited to the doors and windows adjoining the Premises, and all Improvements, furnishings, fixtures, equipment, inventory, displays and other property at the Premises, in a safe, clean, orderly and attractive condition and in good working order at all times during the term of this agreement. Company shall be solely responsible for all janitorial services, trash and waste removal, the relamping of electrical fixtures (including any electrical fixtures within the Premises installed by the Aviation Authority) and repairs in connection with the Premises. Company shall further be responsible, at its own cost and expense, for implementing and performing on schedule all procedures, of which Company is given notice by the Aviation Authority that the Aviation Authority from time to time determines are appropriate for the proper cleaning and maintenance of the areas of the Terminal Complexes used by Company.

5.13.2 The Chief Executive Officer shall be the sole judge of the quality of the maintenance performed by Company. The Chief Executive Officer or his authorized agents may, at any time, without notice, enter upon the Premises to determine if maintenance is being performed satisfactorily. If it is determined that said maintenance is not satisfactory, the Chief Executive Officer shall so notify Company in writing. If Company does not commence the cure within three (3) days of receipt of such written notice, diligently pursue such cure and complete such cure to the satisfaction of the Chief Executive Officer within fifteen (15) days of receipt of such written notice, the Aviation Authority or its agents shall have the right (in addition to any other remedy hereunder) to enter upon the Premises and perform such maintenance, and Company agrees to promptly reimburse the Aviation Authority for the cost therefore, plus ten percent (10%) thereof for administrative overhead.

5.13.3 Company is required to clean the office space as necessary to prevent degradation of building surfaces and accumulation of pests. Company shall only use products certified by Green Seal to clean the office space. Specifically, Company shall only use the products with the following Green Seal standards, as applicable: GS-37; GS-40; GS-52; and GS-53. Company is permitted to use non-Green Seal products only where disinfection is needed in areas or surfaces where pathogens can collect. Company shall only use vacuum cleaners that are certified by the Carpet and Rug Institute's Seal of Approval Program or Green Label Vacuum Program, and meet the following specifications: a) sound level less than 70 decibels; b) designed with ergonomic features; and c) feature safeguards, such as rollers or rubber bumpers, to avoid damage to building surfaces.

5.14 **Copying Documents.** Company hereby grants the Aviation Authority permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the Aviation Authority by Company in connection with this Agreement (the "Submittals"). The permission granted by Company is on behalf of Company and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. The Aviation Authority is hereby authorized to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the Aviation Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes.

5.15 **Cooperation with Successor Concessionaire.** Upon the expiration or earlier termination of this Agreement, Company agrees to cooperate fully with the Aviation Authority and with all successor

concessionaires to ensure a smooth transition from Company to such successor concessionaires and to provide continuity of first-class services to the traveling public.

5.16 **Correction of Violations.** Upon written notice to Company by the Chief Executive Officer of any violation of the provisions of this Article 5, Company shall immediately correct such violation and promptly advise the Chief Executive Officer in writing of the corrective measures it has taken. Notwithstanding any other provision of this Agreement, if the Chief Executive Officer, in his sole discretion, determines that a condition on the Premises is hazardous or potentially hazardous to persons or property, he may direct Company to correct such condition, either in writing or orally, and Company shall, at its expense immediately comply with such directive. If the Chief Executive Officer directs it to do so, Company shall close the Premises or any portion thereof until such hazardous or potentially hazardous condition is corrected. The Aviation Authority may declare Company in default of this Agreement for failure to promptly comply with a directive of the Chief Executive Officer under this Article 5.16 without reference to the ten (10) day notice period set forth in subarticle 13.1.4.

5.17 **Payment Card Industry and Data Security Standard Compliance.**

5.17.1. Company represents and warrants that it is its sole responsibility for ensuring that the processing platform it will use to process, transmit, or store transaction data is, and will at all times remain, compliant under the Payment Card Industry (“PCI”) Data Security Standards (“DSS”) as set forth from time to time by the PCI Security Standards Council. The Aviation Authority will not store cardholder data in accordance with Aviation Authority policy.

5.17.2. Company is responsible, at Company’s own expense, to obtain all PCI DSS required assessments and perform remediation activities related to processes within Company’s control necessary to maintain PCI compliance. These requirements include mandated security audits to ensure that all sensitive data is protected and secure.

5.17.3. Company agrees to supply its PCI DSS Compliance status and evidence of its most recent validation of compliance upon execution of the Agreement. Company must supply to the Aviation Authority evidence of validation of compliance annually, which shall be in the form of the PCI DSS compliance certificate. Company will notify the Aviation Authority if it learns that it is no longer PCI DSS compliant and will notify the Aviation Authority of steps being taken to remediate the non-compliant status.

5.17.4. In the event of a security breach of cardholder data as outlined by the PCI Security Standards Council or other customer personal data, Company shall promptly notify the Aviation Authority. Such notification shall occur no later than thirty (30) days after such security breach. Company will comply with the PCI DSS guidelines in the event of a security breach as outlined by the PCI Security Standards Council and in compliance with applicable data protection regulations. Company shall promptly provide, upon written request by the Aviation Authority, documentation deemed reasonable by the Aviation Authority of Company’s compliance with PCI DSS as well as make reasonably available the appropriate individuals responsible for managing Company PCI DSS compliance and any such security breach and remediation plan.

5.17.5. Company, its successors and assigns, will continue to comply with all provisions of this Agreement relating to security breaches in connection with its Concession at the Airport after the termination of this Agreement for any such security breaches occurring during the term of this Agreement.

5.18 **Sustainability.** Company will adhere to the requirements of the most current U.S. Green Building



Council's (USGBC) Leadership in Energy and Environmental Design (LEED) certification rating system(s) for improvements and operations within the Terminal Complexes. Specifically, Company shall follow LEED Version 4 Existing Building (O + M) and, as appropriate, LEED Version 4 Building Design and Construction/Interior Design and Construction (BD + C). In addition, Company shall comply with the Aviation Authority's Sustainability Management Plan and Sustainable Facility Operations Manual, as those standards and procedures are updated. It is Company's responsibility to coordinate with the Aviation Authority for updates. Company shall maintain all records evidencing compliance with the Aviation Authority's sustainability requirements.

## ARTICLE 6 - OBLIGATIONS OF AVIATION AUTHORITY

6.1 **The Aviation Authority's Maintenance Obligation.** The Aviation Authority agrees to make all necessary structural repairs to the Premises at its own expense; provided, however, that for purposes of this Agreement such structural repairs shall not include any repairs to doors and or windows in or adjoining the Premises, or repairs to any Improvements to the Premises installed by Company, and further provided that Company shall reimburse the Aviation Authority within ten (10) days of receipt of written demand for such reimbursement for the cost and expense of all such structural repairs required as the result of the negligent or intentional acts of Company, its officers, partners, employees, independent contractors, agents, contractors, subcontractors, licensees or invitees. Company shall give the Aviation Authority written notice describing any structural repair which is the responsibility of the Aviation Authority and the repair process shall be commenced by the Aviation Authority promptly after its receipt of such written notice if the Aviation Authority agrees that such repair is required and is the Aviation Authority's responsibility.

6.2 **No Other Obligations of the Aviation Authority.**

6.2.1 Company acknowledges that the Aviation Authority has made no representations or warranties concerning the suitability of the Premises for the Company's use or for any other use, and that except as expressly provided in this Agreement, the Aviation Authority shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises or any Improvements, furnishings, trade fixtures or equipment constructed, installed or used on or in the Premises.

6.2.2 Company hereby confirms that it has made its own investigation of all the costs of doing business under this Agreement, including the costs of constructing Improvements to the Premises, and the costs of furnishings, fixtures, trade fixtures, signs, inventory and equipment needed to operate hereunder; that it has done its own projections of the volume of business it expects to generate in operating hereunder; that it is relying on its own business judgment concerning its prospects for operating under this Agreement on a profitable basis; and that the Aviation Authority has not made any representations or warranties with respect to any such matters.

6.2.3 The Aviation Authority does not warrant the accuracy of any statistics or projections relating to the Airport and its operations which have been provided to Company by the Aviation Authority or anyone on its behalf. Company agrees that the Aviation Authority shall not be responsible for any inaccuracies in such statistics or their interpretation.

6.2.4 All statements contained in this Agreement or otherwise made by the Aviation Authority or anyone on its behalf concerning any measurement relating to the Premises or any other area of the Airport are approximate only, and any inaccuracy in such statements of measurements shall not give rise to any claim by Company under or in connection with this Agreement.

6.2.5 The Aviation Authority shall not be liable to Company for any loss of business or damages sustained by Company as a result of any change in the operation or configuration of, or any change in any procedure governing the use of, the Terminal Complexes or the Airport.

## ARTICLE 7 – STARTERS

7.1 **Starter Personnel.** Company shall, at its expense, provide a minimum of one (1) curbside starter at each of the designated loading areas of the Terminal Complexes to load passengers into its vehicles. Initially, there shall be two (2) designated loading areas at the North Terminal. Upon the opening of the South Terminal, additional loading locations shall be designated by the Aviation Authority and staffed with the corresponding number of starters. Each starter shall perform his or her duties in a prompt and efficient manner and remain on, or in the immediate vicinity, of the curb adjacent to Company's assigned parking spaces. Starters shall at all times be polite and neat in appearance and wear such uniforms and name tags as the Chief Executive Officer shall from time to time approve or require. In no event shall a starter attempt to solicit business at the Airport, or engage in any activity other than loading of passengers. The Aviation Authority reserves the right, at any time and from time to time during the term hereof, to alter the manner in which the starter system is conducted. All starter operations shall be at all times subject to the rules and regulations of the Aviation Authority. Starters for this concession shall not be shared with starters for any other concession or with starters for the taxicab operations at the Airport.

7.2 **Starter Kiosks.** Within 60 days of the Commencement Date, Company will provide, at its own cost and expense, for each loading location, a kiosk to be located on the curb or adjacent to the vehicle parking spaces assigned to Company. Upon the opening of the South Terminal, Company will similarly provide kiosks for the additional loading locations. Kiosks are to be used by the starters as work surfaces and for storage of radios and other material used in the operation of this Concession. The kiosks shall be of a quality at least equal to that of the service kiosks used by the airlines on Level 3 of the North Terminal.

## ARTICLE 8 –SERVICE COUNTERS, OFFICE SPACE, AND VEHICLE PARKING SPACES

8.1 **Service Counters.** Company shall lease such Service Counters as requested and approved by the Aviation Authority on Level 1 of the North Terminal. Company shall pay to the Aviation Authority for the lease of the Service Counters the Terminal Premises – Enclosed Space annual rental rate which may be adjusted annually, plus any applicable sales or other taxes thereon. Company agrees to maintain the condition and appearance of all C Service Counters located in public areas. Company is required to lease not more than twenty-four (24) feet of Queuing Space from the front of the counter. This distance may be changed from time to time by GOAA policy. Other than Meet and Greets conducted in conformity with the GTR&R, Company will not be allowed to use any other staging area inside the terminal for the loading of vehicles. Upon the opening of the South Terminal, Company shall lease an additional Service Counter under the same terms and conditions.

8.2 **Office Space.** If Company requests office space, said space may be made available at the discretion of the Chief Executive Officer. Company shall pay the Aviation Authority for the lease of office space the Terminal Premises – Enclosed Space annual rate which may be adjusted annually, plus any applicable sales or other taxes thereon. Upon the opening of the South Terminal, Company may lease office space under the same terms and conditions.

8.3 **Vehicle Parking Spaces.** The Aviation Authority shall provide to Company, at no cost to Company, vehicle parking spaces on each Commercial Lane of the North Terminal. The location of the spaces shall be as designated by the Aviation Authority. Company may use the curb adjacent to the parking spaces for starter activities as provided in Article 7. The Aviation Authority reserves the right to re-assign

the number or location of the vehicle parking spaces. Upon the opening of the South Terminal, Aviation Authority shall provide to Company, at no cost to Company, vehicle parking spaces at the South Terminal.

8.4 **Payment of Rent.** All rental and other charges to Company for use of the Service Counters, and office space, together with all sales or other taxes thereon, shall be paid monthly, without deduction or setoff, by Company within fifteen (15) days of its receipt of an invoice therefore.

8.5 **Use of Premises.** The Premises shall be used by Company for the operation of Ground Transportation service, and for no other purpose whatsoever. Office space leased under Article 8.2 of this Agreement shall be used solely for administrative functions. Direct customer service functions in office space is strictly prohibited.

8.6 **Equipment.** Company agrees that it, at its own cost and expense, shall equip and at all times provide personnel for the Service Counters leased by Company, and that it shall maintain all equipment in such Service Counters in good working order and in a safe and attractive condition. The Aviation Authority shall provide electricity, heating, ventilation and air conditioning, but reserves the right to make a reasonable charge to Company for utility services. All Improvements to the Service Counters (other than those improvements provided by the Aviation Authority) shall be made by Company, at Company's expense, and must have prior written approval of the Chief Executive Officer. All services provided under this Agreement which are sold at the Airport must be sold only by personnel from the Service Counters and no other areas, and the Service Counters must be used solely for the sale of those services. Service Counters shall not be used for any other purposes including, but not limited to, storage, employee break room and general office activities.

8.7 **Improvements.** All Improvements to the Service Counters and the office space shall be accomplished in accordance with Article 9 of this Concession Agreement. Company shall be solely responsible for constructing, replacing, remodeling and refurbishing all Improvements, and for purchasing all fixtures, furnishings, signage and equipment required for the operation of the concession, all at its own cost and expense. Company agrees that it will expend for Improvements, fixtures and furnishings (excluding signage, equipment and inventory) an amount necessary for construction of a first-class facility. Company shall be responsible for providing service, route and rate structure signage which is approved by the Chief Executive Officer.

8.8 **Materials at Service Counters.** Company shall not permit any signs, brochures, racks, promotional materials or similar items to be displayed or otherwise visible to the public within the Premises operated hereunder, except as permitted by the Aviation Authority's Graphic Standards for Rental Car Companies, attached hereto as Exhibit "C," as the same may be amended from time to time. Furthermore, without limiting the provisions of the preceding sentence Company shall at no time display on the Premises any sign or notice relating to the availability of Company's vehicles including without limitation any sign or button worn or carried by Company's employees or independent contractors, except that Company may display a notice informing its potential customers that it either has no available vehicles or that it has vehicles available only for customers with advance reservations, at any time either such condition exists.

## ARTICLE 9 - IMPROVEMENTS TO PREMISES

9.1 **Improvements to be Provided by the Aviation Authority.** The Aviation Authority shall provide to Company, and Company accepts, the Premises and the vehicle parking spaces in an "AS IS" condition.

9.1.1 To the extent Company requires lighting, natural gas or additional electrical power, telephone outlets, or adjustments to the heating and air conditioning system or any other Improvements, such additional Improvements or services shall be subject to the prior written approval of the Aviation

Authority, and any such approved Improvements or services shall be made at Company's expense. Company understands and agrees that, other than the Improvements specified as being provided by the Aviation Authority in this Article 9.1, the Aviation Authority shall not be obligated to provide any additional Improvements or services of any type, character, or nature (including electrical or telephone outlets) on the Premises during the term of this Agreement.

9.1.2 Company shall have the right, at its own expense, to receive telephone service provided by the Aviation Authority and to receive or install in the Premises private telephone service, communication or audio systems (other than a public paging system) compatible with the Aviation Authority's telephone and communication systems, provided that any such telephone service and communication systems shall be approved by the Chief Executive Officer prior to installation.

## 9.2 **Improvements to be Provided by Company.**

9.2.1 Notwithstanding any other provisions herein, Company shall be responsible for undertaking at its own cost and expense the demolition of any existing improvements at the Premises, the installation of all Improvements, fixtures, furnishings, signage, trade fixtures and equipment necessary to conduct its operations at the Premises, including, but not limited to, all interior and exterior finishes, counter shelving, cabinets, display cases, air conditioning and heating ductwork and controls for air distribution within the Premises, lighting, communication and power fixtures, all wiring, accessories and panels required to bring power from the main electrical panel to the Premises, and any water piping, control and drainage facilities (if the same are required for its operations on the Premises).

9.2.2 Any clocks exposed to public view shall be compatible with and be connected to the Aviation Authority's master clock system, at Company's expense and with the prior written approval of the Chief Executive Officer.

9.2.3 Any televisions located in the Premises must be enclosed in cabinetry without any exposed wiring and shall not face the public area outside of the Premises, and shall provide closed captioning in accordance with the Department of Transportation's, 14 C.F.R. § 382.51(a)(6),(7),(8).

9.2.4 Company shall not permit a work of visual art, as defined in 17 USC § 101, to be installed in the Premises without providing the Aviation Authority with a written waiver, in form acceptable to the Aviation Authority, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining the Aviation Authority's prior written approval.

9.2.5. The Aviation Authority is committed to (1) creating a conscious sustainability culture that engages and inspires social and environmental responsibility, economic growth, and enhances the customer experience; and (2) improving the Aviation Authority's sustainability performance by aligning and measuring activities/progress annually throughout the organization according to the Aviation Authority's Sustainability Management Plan. The Aviation Authority continues to integrate the requirements of its Sustainability Management Plan (GOAA-SMP) and LEED Version 4 for New Construction and LEED Version 4 for Existing Buildings. Company shall abide by the most current U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) Version 4 Existing Building and Version 4 Building Design and Construction/Interior Design and Construction certification rating system(s) for Improvements and operations within the Terminal Complexes. In addition, Company shall comply with the Aviation Authority's Sustainability Management Plan and Sustainable Facility Operations Manual, as those standards and procedures are updated. It is Company's responsibility to coordinate with the Aviation Authority for updates.

### 9.3 **Requirements and Procedures.**

9.3.1 **Approval Required.** All Improvements to the Premises constructed, installed or altered thereafter by Company, and all, furnishings, fixtures, signage, trade fixtures and equipment to be installed by Company on or in the Premises, and the plans and specifications therefore, must be in accordance with the Aviation Authority's Tenant Design Guidelines and must have been submitted to and approved in writing by the Chief Executive Officer prior to construction, alteration or installation. Following approval by the Chief Executive Officer, such Improvements shall be made or altered, and such furnishings, fixtures, signage, trade fixtures and equipment shall be installed in strict accordance with such plans and specifications, and in accordance with all applicable statutes, ordinances, building and health codes, rules and regulations, the Tenant Design Guidelines, the Airport Development Standards, and all applicable provisions of the Aviation Authority's Policy and Procedures Manual as the same may be amended from time to time.

9.3.2 **No Liens.** Company shall obtain all necessary licenses and permits to accomplish such work and Company hereby warrants to the Aviation Authority that all such Improvements shall be free and clear of any claims, liens, and encumbrances and agrees to indemnify and save the Aviation Authority and the City harmless from and against any and all losses, damages and costs, including Attorneys' Fees, with respect thereto. If any such claim or lien shall be filed against the Premises or any Improvements thereto or Company's rights under this Agreement, Company shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

9.3.3 **Performance and Payment Bond.** Prior to construction of any Improvements at the Premises, Company shall record and post a Notice of Commencement and shall obtain Performance and Payment bonds in accordance with applicable laws and the requirements of the Chief Executive Officer. No work hereunder shall be commenced by or at the direction of Company until it has, at its sole cost and expense, and in compliance with Article 9.3 through 9.5, provided to the Aviation Authority from a company reasonably acceptable to the Chief Executive Officer (i) a surety Payment Bond for the benefit of the Aviation Authority, in the form attached as Exhibit "D," in an amount equal to the total estimated cost of the work, which bond shall guarantee the payment of all contractors' and subcontractors' charges and charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work, and (ii) a surety Performance Bond for the benefit of the Aviation Authority, in the form attached as Exhibit "E," in an amount equal to the full value of the construction contract which shall guarantee the prompt completion of the work by Company in accordance with the approved plans and specifications. Company shall maintain the Performance Bond in effect for at least five (5) years after the completion of Improvements.

9.3.4 **Actions After Completion of Improvements.** Company shall, within ninety (90) days following the completion of construction, installation or alteration of any Improvements, fixtures, furnishings, signage, trade fixtures and equipment at the Premises, provide to the Chief Executive Officer record drawings showing the "as built" condition of all Improvements constructed by Company on the Premises in both hard copy and electronic format acceptable to the Aviation Authority. Company shall further provide the Chief Executive Officer with such information and supporting documents pertaining to the cost and replacement value of the improvements to the Premises as the Chief Executive Officer may from time to time request.

### 9.4 **Time Schedule Preparation and Approval of Plans and Specifications.**

9.4.1 Preliminary plans for all Improvements shall be submitted to the Aviation Authority promptly after the completion of such preliminary plans. Final plans and specifications for Improvements shall be submitted to the Chief Executive Officer within thirty (30) days after Company receives written notice from the Chief Executive Officer that the Chief Executive Officer has approved the preliminary plans and specifications therefor. The Chief Executive Officer shall, within thirty (30) days after his receipt of preliminary or final plans and specifications, either approve or disapprove such plans and specifications so submitted. The Chief Executive Officer's right to approve or reject such plans and specifications shall extend to all matters relating thereto, including, without limitation, space layouts and architectural, engineering, and aesthetic matters, and the Chief Executive Officer shall specifically have the right to reject any designs submitted and to require Company to resubmit designs and layout proposals until they meet his approval.

9.4.2 In the event the Chief Executive Officer disapproves any portion of the preliminary or final plans and specifications, Company shall promptly submit necessary modifications and revisions thereof. No changes or alterations shall be made in said plans or specifications after approval by the Chief Executive Officer without the approval of such changes or alterations by the Chief Executive Officer. One copy of plans and specifications for all Improvements or subsequent alterations thereof shall, within fifteen (15) days after their approval by the Chief Executive Officer, be signed by Company and deposited with the Chief Executive Officer as an official record thereof.

9.4.3 The Chief Executive Officer's approval of any plans and specifications submitted by Company shall not constitute the assumption of any liability by the Chief Executive Officer or the Aviation Authority for the compliance or conformity of such plans and specifications with applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations, including, without limitation, the Americans with Disabilities Act or any accessibility guidelines promulgated thereunder, or for their accuracy or suitability for Company's intended purpose, and Company shall be solely responsible for such plans and specifications. The Chief Executive Officer's approval of such plans and specifications shall not constitute a waiver of the Chief Executive Officer's right thereafter to require Company, at Company's expense, to amend the same so that they comply with applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations, and to make such construction changes as are necessary so that the completed work is in conformity with such amended plans and specifications.

## 9.5 **Completion of Improvements.**

9.5.1 Upon the Chief Executive Officer's approval of Company's plans and specifications and when authorized to proceed with construction of improvements in accordance with the provisions of Articles 9.3 and 9.4 above, and applicable law, Company shall immediately begin construction and installation of the approved Improvements, furnishings, fixtures, signage and trade fixtures at the Premises and prosecute the same diligently to completion; provided, however, that any delay in construction due to fire, earthquake, wars, or other calamity beyond the reasonable control of Company, or acts of the Aviation Authority or one of its contractors, shall extend the time within which such construction and installation shall be completed. Company agrees (i) that its Improvements, fixtures, furnishings, trade fixtures and equipment to be constructed or installed in the Premises shall be completed without delay, and (ii) that a delay in completion of any Improvements beyond the Commencement Date will not postpone Company's obligation to open for business and begin paying Concession Fees to the Aviation Authority, unless such delay results from causes described in the proviso to the first sentence of this Article 9.5.1, or Company has failed to complete construction of its Improvements to the Premises because it has been afforded access by the Aviation Authority to the Premises for purposes of such construction for a period of



less than ninety-one (91) days (in which event Company's obligation to open for business and commence paying Concession Fees with respect to the Premises shall be delayed by, as applicable, the number of days that the causes described in such proviso delayed Company's construction of its Improvements to the Premises or the number of days necessary to afford Company ninety (90) days to complete construction of its Improvements to the Premises).

9.5.2 Company shall require the designer of record and Company's mechanical, electrical and plumbing contractors or subcontractors: to (a) provide construction administration and inspection services throughout construction on the Premises, one (1) inspection weekly at a minimum, and (b) to attend weekly construction meeting with the Aviation Authority's representatives.

9.5.3 At all times during the construction and installation of all Improvements, fixtures, trade fixtures, furnishings and equipment by Company, Company shall coordinate the activities of its contractors and installers on the Premises with the Aviation Authority.

9.6 **Removal of Property.** Provided it is not then in default hereunder, Company shall, within one (1) calendar day after the expiration or sooner termination of this Agreement, remove from the Premises its furnishings, interior signage, trade fixtures, equipment, and other personal property, provided that such removal can be accomplished without material injury to the Premises or any Improvements thereto and provided that any damage caused to the Premises or Improvements thereto as a result of such removal is repaired by Company at its own cost and expense to the satisfaction of the Chief Executive Officer. Any property not so removed within such time period shall become the sole property of the Aviation Authority, or, alternatively, the Aviation Authority may remove and dispose of such property at Company's expense.

9.7 **Opening of South Terminal.** Ninety (90) days prior to the opening of the South Terminal, Aviation Authority shall make the Company's Service Counter and office space available for construction of Company's Improvements. All of the provisions of this Article 9 shall apply to the construction of such Improvements.

## ARTICLE 10 - CONTRACT BOND OR LETTER OF CREDIT

Company shall provide to the Aviation Authority on the execution of this Agreement, a Contract Bond or, at the option of Company (and subject to certain additional requirements as described below), an irrevocable standby Letter of Credit ("Letter of Credit") in the form attached hereto as Item III-A and Item III-B. Such Contract Bond or Letter of Credit shall be effective as of the Commencement Date hereof and shall be maintained by Company throughout the Term of this Agreement in an amount equal to fifty percent (50%) of the initial Minimum Annual Concession Fee during the Initial Period, fifty percent (50%) of the initial Minimum Annual Concession Fee during the next Agreement Period, and during each subsequent Agreement Period, fifty percent (50%) of the Minimum Annual Concession Fee of the immediately preceding Agreement Period (in each event the amount of the Contract Bond or Letter of Credit shall be rounded to the nearest One Thousand Dollars (\$1,000.00)). Such Contract Bond or Letter of Credit shall guarantee the faithful performance by Company of all of its obligations under this Agreement including, without limitation, the payment by Company of all Concession Fees and other amounts due hereunder. Such Contract Bond or Letter of Credit shall be on a form provided by the Aviation Authority. Any Contract Bond shall be on a form to be provided by the Aviation Authority and shall be written by a company licensed to do business in the State of Florida, which is acceptable to the Chief Executive Officer. Any Letter of Credit provided hereunder shall be on a form provided by the Aviation Authority and shall be issued by a bank, acceptable to the Chief Executive Officer, which is located within Orange County, Florida (unless the Chief Executive Officer waives such requirement in writing). In the event that any Contract Bond or Letter of Credit provided under this Article 10 shall be for a period of less than the full Term of this Agreement, or in the event the amount of the Contract Bond or Letter of Credit is to be increased or

decreased, Company shall provide a renewal or replacement Contract Bond or Letter of Credit which complies with the requirements of this Article 10 at least one hundred eighty (180) days prior to the date on which the previous Contract Bond or Letter of Credit expires. The Letter of Credit must contain a condition that it shall be deemed automatically extended without amendment for one (1) year from the expiration date herein, or any future expiration date, unless ninety (90) days prior to any expiration date the Bank on which the Letter of Credit is drawn, shall notify the Aviation Authority by registered mail that such Bank elects not to consider the Letter of Credit renewed for any such additional period. Company's failure to timely provide a replacement Contract Bond or Letter of Credit hereunder shall constitute a default under this Agreement and the Aviation Authority shall be entitled to any remedies provided hereunder, and may, without limitation, proceed to recover under Company's existing Contract Bond or draw on the full amount of its existing Letter of Credit. If Company provides the Aviation Authority with a Letter of Credit or Contract Bond, Company shall maintain such Letter of Credit or Contract Bond in effect for at least one (1) year after the expiration or earlier termination of the Term hereof in the amount required for the last Agreement Period. However, the Aviation Authority shall release any existing Letter of Credit or Contract Bond provided by Company upon the Aviation Authority's receipt of a replacement Letter of Credit or Contract Bond that complies with the requirements of this Article 10.

## ARTICLE 11 - INDEMNIFICATION AND INSURANCE

11.1 **Indemnification.** Company shall indemnify, defend and hold completely harmless the Aviation Authority, the City of Orlando and the members (including, without limitation, all members of the governing board and the advisory committees of each), officers, agents and employees of each, (the "Indemnified Parties") from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities (including statutory liability and liability under Workers' Compensation Laws), and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and Attorneys' Fees) which may be incurred by, charged to or recovered from any of the foregoing (a) arising directly or indirectly out of the use, occupancy or maintenance of the Premises, including any Improvement thereto, or Company's operations at the Airport or in connection with any of Company's rights and obligations contained in this Agreement, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises as a result of any act or omission on the part of Company or its officers, directors, partners, employees, agents, contractors, subcontractors, or licensees, regardless of where the damage, injury or death occurred, or (b) arising out of the failure of Company to keep, observe or perform any of its obligations under this Agreement. This indemnification shall not apply to the extent that any claims, damages, losses, and expenses arise from Aviation Authority's sole, gross negligence or intentional misconduct. The Aviation Authority shall give Company reasonable notice of any suit or claim for which indemnification will be sought under this Indemnification section, allow Company or its insurer to compromise and defend the same to the extent of its interests (subject to the Aviation Authority's right to approve any proposed settlement, which approval shall not be unreasonably withheld) and reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this Indemnification section, Company shall use counsel reasonably acceptable to the Aviation Authority. Nothing herein shall be deemed a waiver by Aviation Authority of its sovereign immunity rights under the laws of The State of Florida.

### 11.2 **Liability Insurance.**

11.2.1 At its sole expense, Company shall maintain the following insurance throughout the Term of this Agreement, including any extensions or renewals, and such insurance will apply to Company, its employees, agents, and representatives.

11.2.1.1 Commercial General Liability insurance covering property damage and bodily injury (including death) and including, but not limited to, premises, products and completed operations, contractual liability and fire legal liability insurance with limits of liability of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, or Five Million and No/100 Dollars (\$5,000,000.00) per occurrence for AOA access. This insurance shall not be written on a claims-made basis.

11.2.1.2 Automobile Liability insurance covering each motor vehicle, including but not limited to owned, non-owned and hired, used in conjunction with the operations performed at Terminal Complex resulting in property damage or bodily injury (including death) in the amount of not less than:

11.2.1.2.1 One Million Dollars (\$1,000,000.00) combined single limit per accident or

11.2.1.2.2 Five Million Dollars (\$5,000,000.00) combined single limit per accident for AOA access.

11.2.1.3 Workers Compensation and Employers Liability insurance covering all Company's employees who will be engaged at Terminal Complex with statutory limits in accordance with Florida law, and employer's liability with policy limits not less than One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) for disease each employee and Five Hundred Thousand Dollars (\$500,000) for disease policy limit. If the Company is self-insured, the Company shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations. The Aviation Authority will not accept State of Florida exemptions.

11.2.2 Company agrees to the following as it relates to all above required insurance:

11.2.2.1 Self-insured retentions or deductibles shall not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the insurer is required to pay claims from first dollar without a requirement that Company pay its deductible prior to that time;

11.2.2.2 The insurance shall be primary and not contributory to any other valid and collectible insurance the Aviation Authority may possess, including any self-insured retention or deductible amount, and that any other insurance shall be considered excess insurance only;

11.2.2.3 Insurance shall be carried with an insurance company or companies that have a current minimum A.M. Best rating of B+ or better and said policies shall be in a form acceptable to Aviation Authority;

11.2.2.4 All insurance required for this Agreement shall contain a waiver of subrogation clause, as allowed by law, in favor of Aviation Authority and the City of Orlando;

11.2.2.5 Prior to the Effective Date or the installation of any Improvements by Company or its contractor's, agent's, or representatives, above insurance shall be in place;

11.2.2.6 A properly completed and executed certificate(s) of insurance on an ACORD form or its equivalent, evidencing all insurance policies obtained by Company in accordance with the provisions of this Article 11.B. shall be furnished to the Aviation

Authority at least fifteen (15) days prior to the Effective Date or any installation of any Improvements by Company at the Airport, whichever first occurs, and each renewal thereafter during the term of this Agreement and its renewal/extension. Company acknowledges that any acceptance of certificate of insurance by Aviation Authority does not waive any obligations herein this Agreement.

11.2.2.7 Company shall provide Aviation Authority immediate written notice upon Company's knowledge, but not less than 30 days, of any adverse material change in Company's required insurance coverage. For purposes of this insurance section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, any increase in the Company's self-insured retention or deductible, or any non-renewal or cancellation of required insurance;

11.2.2.8 Commercial General Liability and Automobile Liability insurance shall name Aviation Authority and City of Orlando and their members (including, without limitation, all members of the governing board and the advisory committees of each), officers, employees and agents of each as additional insureds;

11.2.2.9 The Chief Executive Officer shall have the right to alter the monetary limits or the coverages herein specified from time to time during the Term of this Agreement, and Company shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

### 11.3 **Property Insurance.**

11.3.1 The Aviation Authority may, at its option, maintain property insurance on the Terminal Complexes, but it is expressly understood that such insurance shall not cover Improvements, furnishings, trade fixtures, signs, equipment or other property of Company.

11.3.2 At its sole expense, Company shall maintain property insurance with limits not less than the replacement cost of all Improvements, equipment or other property hereafter installed or located on the Terminal Complex by Company. The covered perils on such property insurance will be no less than the covered perils under the ISO Causes of Loss – Special Form. Regardless of any deductible or self-insured retention or exclusions within the property insurance policy, Company shall be responsible for damages to Premises and Improvements.

11.3.3 Company agrees to the following as it relates to the property insurance required herein:

11.3.3.1 At least fifteen (15) days prior to the Effective Date or the installation of any Improvements by Company at the Terminal Complex, whichever first occurs, and at least thirty (30) days prior to the expiration of any policy or policies theretofore provided by Company under this Article 11.C., Company shall furnish to Aviation Authority a properly completed and executed certificate(s) of insurance on an ACORD form, or its equivalent, evidencing all such insurance and each renewal thereafter during the term of this Agreement and its renewal/extension. Company acknowledges that any acceptance of certificate of insurance by Aviation Authority does not waive any obligations herein this Agreement.

11.3.3.2 Aviation Authority, its trustee, successors or assigns shall be named as loss payees as their interests may appear.

11.3.3.3 Proper insurance shall be carried with an insurance company or companies that have a current minimum A.M. Best rating of B+ or better and said policies shall be in a form acceptable to Aviation Authority.

11.3.3.4 Company shall provide Aviation Authority immediate written notice upon Company's knowledge, but not less than 30 days, of any adverse material change in Company's property insurance. For purposes of this insurance section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, any increase in the Company's self-insured retention or deductible, or any non-renewal or cancellation of required insurance.

11.3.3.5 Company, on behalf of itself and its insurance carrier(s), hereby waives any and all rights of recovery which it may have against the Aviation Authority or the City or any of the other Indemnified Parties for any loss of or damage to property it may suffer as a result perils covered under ISO Causes of Loss-Special Form under Company's property insurance.

11.3.3.6 The Chief Executive Officer shall have the right to alter the monetary limits or the coverages herein specified from time to time during the Term of this Agreement, and Company shall comply with all reasonable requests with respect thereto.

11.4 **The Aviation Authority's Right to Purchase.** If Company does not comply with its covenants made in Article 11.3, the Aviation Authority shall have the right, but not the obligation, to purchase a property insurance policy, at current market rates, covering the leasehold property and improvements. In such event and upon Aviation Authority's demand, Company shall reimburse Aviation Authority for such insurance premiums, commissions, deductibles and/or self-insured retentions as each may apply.

11.5 **Member Protection.** No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the operations of Company under this Agreement, as this Agreement may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the Aviation Authority, or by enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any past, present or future member, officer, employee or agent, of the Aviation Authority, as such, either directly or through the Aviation Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by the Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Aviation Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment of or to the Aviation Authority, or any receiver therefor or otherwise, of any sum that may remain due and unpaid by the Aviation Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

11.6 **Survival of Provisions.** The provisions of this Article 11 shall survive the expiration or earlier termination of this Agreement.

## ARTICLE 12 - DAMAGE OR DESTRUCTION

12.1 **Minor Damage.** If all or a portion of the Premises are partially damaged by perils covered under the ISO Causes of Loss – Special Form, but not rendered untenable, the same will be repaired with due diligence by the Aviation Authority at its own cost and expense subject to the limitations of Article

12.D., below; provided, however, that if the damage is caused by the negligent act or omission of Company, its officers, agents, employees, contractors, subcontractors, licensees or invitees, Company shall be responsible for reimbursing the Aviation Authority for the cost and expense incurred in such repair, subject to the provisions of Article 11, above. In the event of such minor damage in which no portion of the Premises is untenable, there will be no abatement of the Concession Fees payable by Company to the Aviation Authority hereunder.

12.2 **Substantial Damage.** If all or a portion of the Premises shall be damaged by perils covered under the ISO Causes of Loss – Special Form to such an extent as to render the Premises or such portion thereof untenable, but which can reasonably be repaired within thirty (30) days, the same shall be repaired with due diligence by the Aviation Authority at its own cost and expense, subject to the limitations of Article 12.4., below, and there shall be an equitable abatement of the Concession Fees payable by Company to the Aviation Authority from the time of such damage until such time as the Premises are fully restored and certified by the Aviation Authority's engineers as ready for occupancy; provided, however, that if said damage is caused by the negligent act or omission of Company, its officers, agents, employees, contractors, subcontractors, licensees or invitees, the Minimum Annual Concession Fees payable by Company to the Aviation Authority hereunder will not abate and Company shall be responsible for reimbursing the Aviation Authority for the cost and expenses incurred by it in such repair, subject to the provisions of Article 11, above.

12.3 **Extensive Damage.**

12.3.1 In the event that all or a portion of the Premises are destroyed by perils covered under the ISO Causes of Loss – Special Form, or so damaged that they are untenable and cannot reasonably be repaired within thirty (30) days, the Aviation Authority shall be under no obligation to repair, replace or reconstruct the Premises. The Concession Fees payable by Company to the Aviation Authority hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as said Premises are restored so as to render the Premises tenable or the Aviation Authority elects to terminate this Agreement by written notice to Company. If within twelve (12) months after the time of such damage or destruction the Aviation Authority has neither elected to terminate this Agreement, nor repaired, nor replaced, nor reconstructed the Premises to the extent required by this Article 12, Company may terminate this Agreement by written notice to the Aviation Authority.

12.3.2 Notwithstanding the foregoing, if said Premises are destroyed or so damaged and rendered untenable so that they cannot reasonably be repaired within thirty (30) days as a result of the negligent act or omission of Company, its officers, agents, servants, employees, contractors, subcontractors, licensees, invitees, the Concession Fees payable hereunder shall not abate and the Aviation Authority may, in its discretion, subject to the provisions of Article 11 above, require Company to complete repair and reconstruction of said Premises promptly and pay the costs therefor, or the Aviation Authority may repair and reconstruct said Premises, and Company shall be responsible for reimbursing the Aviation Authority for the costs and expenses incurred in such repair and reconstruction.

12.4 **Limits of the Aviation Authority's Obligations Defined.** In the application of the provisions of Articles 12.1 through 12.3, the Aviation Authority shall in no event be obligated to repair, replace or reconstruct the Premises in any manner other than as set forth as the obligation of the Aviation Authority in Article 6.1 above.

12.5 **Damage or Destruction of Improvements.** Should the Company's Improvements to the Premises or its furnishings, fixtures, signage, trade fixtures, and equipment, or any part of them, be destroyed or

damaged, whether or not said damage or destruction is covered by insurance, Company shall, at its sole cost and expense, and in compliance with Article 9 above, reconstruct all Improvements to the Premises and replace all furnishings, fixtures, signage, trade fixtures and equipment with all such replacements being of equal quality to those originally installed by Company in the Premises, except in the event that the Premises are so damaged that they are untenable and cannot reasonably be repaired within thirty (30) days and the Aviation Authority has elected to terminate this Agreement as provided in Article 0 above. If Company fails to repair or replace such improvements in accordance with a schedule approved by the Aviation Authority, the Aviation Authority shall have the right (but not the obligation) to make such repairs and/or replacement and recover from Company the cost and expense thereof.

### ARTICLE 13 - DEFAULT BY COMPANY

13.1 **Events of Default.** Any one of the following events shall constitute an Event of Default hereunder:

13.1.1 The failure of Company to make any payment required to be made by Company hereunder when due as herein provided, which failure is not remedied within ten (10) days after delivery to Company of the Chief Executive Officer's notice of such failure;

13.1.2 The failure of Company to provide any financial report required to be submitted to the Aviation Authority or any officer or employee thereof when due as herein provided, which failure is not remedied within five (5) days after delivery to Company of the Chief Executive Officer's notice of such failure;

13.1.3 The failure of Company to provide, renew or replace any Contract Bond or Letter of Credit in accordance with the provisions of Article 10 hereof on or before the date on which the same is required hereunder;

13.1.4 The failure of Company to keep, observe or perform any of the other covenants or agreements herein required to be kept, observed or performed by Company, and continued failure to observe or perform any such covenant or agreement after a period of ten (10) days after delivery to Company of the Chief Executive Officer's written demand; provided, however, that if, due to the nature of the default, the same cannot be remedied within the said ten (10) day period, then Company shall not be in default hereunder if Company shall have commenced the remedying of the same within the said ten (10) day period and, having so commenced, shall thereafter continue with diligence the remedying thereof;

13.1.5 The repeated failure (defined for this purpose as at least three (3) such failures within any consecutive twelve-month period) to make any payment required to be made by Company hereunder when due as herein provided, whether or not notice of such failures has been given to Company;

13.1.6 The repeated failure (defined for this purpose as at least three (3) such failures within any consecutive twelve-month period) to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed or performed by Company (provided that notice of the first two (2) failures shall have been given to Company, but whether or not Company shall have remedied any such failure within the time provided for in such notice);

13.1.7 The discovery by the Chief Executive Officer that any material statement of fact furnished by Company in connection with its proposal for this Concession is false or materially misleading;

13.1.8 Abandonment by Company of the Premises or of its operations pursuant to this Agreement at any time prior to the expiration of this Agreement without the prior written consent of the Aviation Authority;

13.1.9 Commencement by Company or by any guarantor or surety of this Agreement, in any court pursuant to any statute of the United States or of any State, territory or government, of an insolvency or bankruptcy proceeding, including, without limitation, a proceeding for liquidation, reorganization or for the adjustment of its indebtedness;

13.1.10 Commencement of any insolvency or bankruptcy proceeding (including, without limitation a proceeding for liquidation, reorganization or for adjustment of indebtedness) against Company or any guarantor or surety of this Agreement, if an order for relief is entered against such party and the same is not stayed or vacated within thirty (30) days after entry thereof, or if such party fails to secure a discharge of the proceedings within sixty (60) days after the filing thereof;

13.1.11 Insolvency of Company or any guarantor or surety of this Agreement, or if Company or any guarantor or surety of this Agreement is generally unable to pay its debts as they become due;

13.1.12 The making by Company or by any guarantor or surety of this Agreement of an assignment for the benefit of its creditors or the filing of a petition for or the entering into of an arrangement with its creditors;

13.1.13 The appointment or sufferance of a receiver, trustee or custodian to take possession of all or substantially all of the property of Company or of any guarantor or surety of this Agreement, whether or not judicial proceedings are instituted in connection with such appointment or sufferance;

13.1.14 The placement of any lien or levy upon the Company, the Premises or any improvements thereto which is not discharged of record within thirty (30) days, or any levy under any such lien; or

13.1.15 The occurrence of an event of default under any other agreement, concession or otherwise, between Company and the Aviation Authority. In addition, Company hereby agrees that the occurrence of an Event of Default under this Agreement shall constitute an event of default under any other agreement, concession or otherwise, between Company and the Aviation Authority.

13.2 **Remedies Upon Company's Default.** Upon the occurrence of any Event of Default, as defined above, the Aviation Authority, besides any other rights or remedies it may have, shall have the option to:

13.2.1 Terminate this Agreement by giving notice thereof to Company. In such event, the term of this Agreement shall cease as of the date of such notice of termination and any and all rights, title and interest of Company hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term or any operation period of this Agreement had elapsed. OR

13.2.2 Without terminating this Agreement, terminate Company's right to possession of the Premises, resume possession of the Premises, and recover immediately from Company damages calculated as follows:

13.2.2.1 all unpaid sums due the Aviation Authority under this Agreement that had been generated at the time of termination of Company's right to possession, together with



13.2.2.2 the amount by which the sums that would have been generated or due after the date of termination of Company's right to possession of the Premises until the time of award of a new agreement exceeds the amount of the loss of sums that would have been generated or due from Company that Company proves could have reasonably been avoided, together with

13.2.2.3 the worth, at the time of such award, of the amount by which the sums that would have been generated or due from Company under this Agreement for the balance of the term after the time of award of a new agreement exceeds the amount of the loss of sums that would have been generated or due from Company that Company proves could reasonably be avoided (for purposes of this paragraph, the worth, at the time of award, of an amount shall be determined by discounting such amount in accordance with accepted financial practice at the rate of four percent (4%) per annum to its present worth), together with

13.2.2.4 any other amount necessary to compensate the Aviation Authority for all damages proximately caused by Company's default. Upon entry of judgment for such damages as described above, this Agreement shall be deemed terminated. OR

13.2.3 Without terminating this Agreement, terminate Company's right to possession of the Premises, retake possession of the Premises, and reoffer the Ground Transportation concession awarded hereunder to third parties for a term which may, at the Aviation Authority's option, be less than or exceed the period which would otherwise have constituted the remainder of the term of this Agreement. In such event, Company shall pay to the Aviation Authority the difference between the sums that would have been generated or due under this Agreement and the net amounts actually received by the Aviation Authority from the new concession for each month of the period which would otherwise have constituted the balance of the term of this Agreement, provided that the Aviation Authority has made a good faith effort to reoffer the concession on terms that it determines to be reasonable under the circumstances. The Aviation Authority may recover such deficiency from Company at the time each payment becomes due under this Agreement or, at the Aviation Authority's option, upon the expiration of the term of this Agreement. OR

13.2.4 Without terminating this Agreement, declare the entire amount of unpaid sums required to be paid to the Aviation Authority by Company under this Agreement immediately due and payable and by any lawful procedure collect such amount, together with any other amount and court costs necessary to compensate the Aviation Authority for all damages proximately caused by Company's default.

### 13.3 **Further Provisions Regarding Default.**

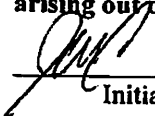
13.3.1 No action by the Aviation Authority shall be deemed to terminate this Agreement unless not less than twenty-four (24) hours prior written notice of termination is given by the Aviation Authority to Company. In any event and irrespective of any option exercised, Company shall pay upon demand all sums due from Company under this Agreement and all of the Aviation Authority's costs, charges and expenses including Attorneys' Fees, fees of agents and others retained by the Aviation Authority incurred in connection with the recovery of sums due under this Agreement, or because of the breach of any covenant or agreement of Company contained in this Agreement or for any other relief against Company, and including, with respect to the options set forth in Articles 13.2.2 and 13.2.3 above, all costs and expenses of the Aviation Authority in connection with the reletting of the Premises and collection of sums due and owing from any new concessionaire, and the cost of all repairs or renovations reasonably necessary in connection with the reletting,

including, without limitation, brokerage and Attorneys' Fees. Even if it has elected to proceed under Articles 13.2.2 or 13.2.3 above, the Aviation Authority may, at any time thereafter, elect to terminate this Agreement. Company hereby expressly waives any notices of default not specifically provided for herein, including without limitation, the three-day notice provided for in Section 83.20, Florida Statutes, and all rights of redemption, if any, granted by or under any present or future law in the event Company shall be evicted or dispossessed from the Premises for any cause, or in the event the Aviation Authority shall obtain possession of the Premises by virtue of the provisions of this Agreement, or otherwise.

13.3.2 No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition or to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance by the Aviation Authority of any sums from Company at any time when Company is in default under any covenant or condition hereof, be construed as a waiver of such default or of the Aviation Authority's right to terminate this Agreement on account of such default, nor shall any waiver or indulgence granted by the Aviation Authority to Company be taken as an estoppel against the Aviation Authority, it being expressly understood that the Aviation Authority may at any time thereafter, if such default continues, exercise any remedy in the manner hereinbefore provided or as otherwise provided by law or in equity.

13.3.3 The rights and remedies given to the Aviation Authority by this Agreement shall not be exclusive, and in addition thereto, the Aviation Authority shall have such other rights and may pursue such other remedies as are provided by law or in equity. All such rights and remedies shall be deemed to be cumulative, and the exercise of one such right or remedy by the Aviation Authority shall not impair its standing to exercise any other right or remedy.

13.3.4 The parties hereby waive trial by jury in any action, suit or proceeding related to, arising out of or in connection with the terms, conditions and covenants of this Agreement.

  
\_\_\_\_\_ Initials

\_\_\_\_\_ Initials

13.3.5 It is expressly agreed that upon the occurrence of an Event of Default by Company hereunder, the Aviation Authority shall have a lien upon all goods, chattels, personal property and equipment of any description belonging to Company which are located on, or become a part of the Premises or any improvements thereto, as security for any fees or other charges which are then due or which become due for the remainder of the term of this Agreement, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, and Company shall not remove or permit the removal of any of such property until all defaults under this Agreement have been cured.

13.3.6 The Aviation Authority may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to Company (provided, however, that in any emergency situation the Aviation Authority shall be required to give only such notice as is reasonable in light of all the circumstances), any default by Company under this Agreement; whenever the Aviation Authority so cures a default by Company, all costs and expenses incurred by the Aviation Authority in curing the default, including, but not limited to, reasonable Attorneys' Fees, shall be paid by Company to the Aviation Authority on demand.

## ARTICLE 14 - ASSIGNMENT

14.1 **The Aviation Authority's Right to Approve Assignments.** Company shall not sell, assign or transfer this Agreement or any of its rights and privileges hereunder or permit any such sale, assignment or transfer to occur by operation of law, subcontract for the performance of any of the services to be provided by it hereunder, or sublease any space occupied hereunder, without the Aviation Authority's prior written approval, which approval may be granted or withheld by the Aviation Authority in the exercise of its sole discretion.

14.2 **Assignment Includes Change of Control.** For purposes of Article 14.1 above, an assignment shall include, if Company is a corporation (except if Company is a corporation whose stock is publicly traded) any change in ownership, or power to vote, of a majority of the outstanding voting stock of Company or, if Company is a partnership, a transfer of any interest in the partnership which results in the change in control of Company

## ARTICLE 15 - WAIVER OF CLAIMS

Company hereby waives any and all claims it now has or may hereafter have against the City and the Aviation Authority, and against any member, officer, agent or employee of each, for any loss of anticipated profits caused by any suit or proceeding attacking directly or indirectly the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null and void or voidable, or delaying the same or any part thereof from being carried out. Company further hereby waives any and all claims for compensation for any and all loss or damage sustained by reason of any delay in making the Premises available to Company or by reason of any defects or deficiencies in the Premises or in the Terminal Complexes or in any of the services thereto, including but not limited to, power, gas, telephone, heating, air conditioning or water supply system, drainage or sewerage system, and Company hereby expressly releases the City and the Aviation Authority, and their respective members, officers, agents and employees, from any and all demands, claims, actions and causes of action arising from any of such causes.

## ARTICLE 16 - REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS

16.1 **Agreements with the United States, State of Florida, County of Orange and City of Orlando.** This Agreement shall be subject to all restrictions of record affecting the Airport and use thereof, all federal, state, county and City laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Aviation Authority and the City of Orlando, and those between the Aviation Authority or the City of Orlando and the United States of America, the State of Florida, or the County of Orange, or their boards, agencies or commissions, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or City funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

16.2 **Right to Amend.** In the event that the United States Government, or one or more of its agencies, require modifications or changes in this Agreement, including nondiscrimination provisions concerning the use and operation of the Airport, as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, Company hereby consents to any and all such modifications and changes as may be reasonably required.

16.3 **Covenants Against Discrimination.** Company agrees that it will 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 Company transfers its obligation to another, the transferee is obligated in the same manner as Company. This provision obligates Company for the period during which the property is owned, used or possessed by the Company and the airport remains obligated to the Federal Aviation Administration. This provision binds Company from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

16.3.1 **Compliance with Nondiscrimination Requirements.** During the performance of this contract, Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees as follows:

16.3.1.1 **Compliance with Regulations.** Company (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

16.3.1.2 **Non-discrimination.** Company, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

16.3.1.3 **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding, or negotiation made by Company 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 contractor of Company's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

16.3.1.4 **Information and Reports.** Company will provide all information and reports required by the Acts, the Regulations, and directives issues pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Aviation Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts, Authorities, and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to the Aviation Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

16.3.1.5 **Sanctions for Noncompliance.** In the event of Company's noncompliance with the non-discrimination provisions of this contract, the Aviation Authority 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 Company under the Agreement until Company complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

16.3.1.6 Incorporation of Provisions. Company will include the provisions of paragraphs 16.3.1.1 through 16.3.1.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as the Aviation Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Company may request the Aviation Authority to enter into any litigation to protect the interests of Aviation Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

16.3.2 Non-Discrimination Statutes and Regulations. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest (hereinafter referred to as the “Company”) agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §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);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §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 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination of Act of 1975, as amended, (42 U.S.C. §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 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*);

16.4 **Florida Non-Discrimination.** Likewise, Company shall comply with the laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should Company authorize another person, with the Aviation Authority's prior written consent, to provide services or benefits upon the Premises, Company shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this subsection. Company shall furnish the original or a true copy of such agreement to the Aviation Authority.

16.5 **Non-Discrimination Further Assurances.** Company further assures the Aviation Authority that it will comply with pertinent statutes, Executive Orders, and such other rules as are promulgated to assure that no person shall on the grounds of race, creed, national origin, sex, age, handicap or marital status be excluded from participating in any activity conducted at or in connection with its operations at the Premises. Company also assures the Aviation Authority that it will require its contractors and subtenants to provide assurances to the same effect and ensure that such assurances are included in contracts and at all tiers which are entered into in connection with Company's operations at the Premises.

16.6 **Aviation Authority Further Remedies.** In the event of a breach of any of the above non-discrimination covenants, the Aviation Authority shall have the right to terminate this Agreement and to re-enter and repossess said Premises, and hold the same as if this Agreement had never been made or issued. The rights granted to the Aviation Authority by the foregoing sentence shall not be effective until all applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights, and the completion of any judicial review.

16.7 **Federal Aviation Administration Requirements**

16.7.1 The Aviation Authority reserves unto itself, and unto its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the airspace, and use of the airspace for landing on, taking off or operating on the Airport.

16.7.2 Company expressly agrees, on behalf of itself and its successors and assigns:

16.7.2.1 to restrict the height of structures, vegetation and other Improvements on the Premises in compliance with the requirements of Federal Aviation Administration Regulations, 14 CFR Part 77, as they may be amended from time to time; and

16.7.2.2 to prevent any use of the Premises and any Improvements which would unreasonably interfere with or adversely affect the operation and maintenance of the Airport, or which would otherwise constitute a hazard at the Airport.

16.8 **Fair Prices.** Company shall furnish any and all services to the public at the Airport on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided however that Company shall be allowed, to the extent permitted by subarticle 1.17.3, to offer discounts pursuant to a bona fide marketing plan.

16.9 **Right to Modify.** The parties covenant and agree that, during the term hereof, the Aviation Authority may unilaterally modify this Agreement upon advice of its legal counsel, if the Aviation Authority determines that modifications to this Agreement are required in order to qualify for federal or state funding for the services to be rendered by Company hereunder, or to conform to judicial, Federal Trade Commission, or Federal Aviation Administration rulings or opinions. This Article shall not preclude Company from contesting said rulings or opinions, but Company shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in this Agreement, this Agreement may not be modified except by a written instrument signed by both parties.

16.10 **Tax Exempt Status of the Aviation Authority Revenue Bonds.** Company agrees to comply promptly with the applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided thereunder, as required to permit the Aviation Authority's capital expansion projects to be planned and constructed by the Aviation Authority with revenue bonds the interest on which is generally exempt from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by such revenue bonds or a "related person" to a "substantial user"), including without limitation, the execution by Company and delivery to the Aviation Authority on the date of execution of this Agreement of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport System in the form attached hereto as Exhibit "F." Such exhibit shall be deemed to be a part of this Agreement and shall be binding upon Company, its successors and assigns.

16.11 **Remedies: Attorneys' Fees and Costs.** In the event that any legal proceedings at law or in equity arise hereunder or in connection herewith (including any appellate proceedings or bankruptcy proceedings), the prevailing party shall be awarded costs, Attorneys' Fees and reasonable expert witness fees, and any other expenses incurred in connection with such legal proceedings. The Aviation Authority shall have the right to recover from Company all of the Aviation Authority's costs and expenses incurred in enforcing the provisions of this Agreement including, but not limited to (1) the cost of administrative investigation and enforcement (including, without limitation, Attorneys' Fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, Attorneys' Fees, court costs, paralegal fees and expert witness fees).

16.12 **Warranty of Company as to Conflicts of Interest.** Company represents and warrants to the Aviation Authority, that, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of the Aviation Authority has any interest, direct or indirect, in the business of Company to be conducted hereunder, and that no such persons shall have any such interest at any time during the term hereof.

16.13 **Notices.**

16.13.1 **To Company.** All notices required or permitted to be given by the Aviation Authority to Company hereunder shall be in writing and may be given by hand delivery to any officer or manager of Company at the Airport, by a nationally recognized overnight delivery service, or by United States certified mail, to Company at the address shown on page one hereof. Any such notice shall be deemed to have been delivered upon actual delivery if by hand, one (1) day following

submission by overnight delivery service, or three (3) days following submission by U.S. Certified Mail.

16.13.2 To the Aviation Authority. All notices required or permitted to be given by Company to the Aviation Authority hereunder shall be in writing and may be given by hand delivery to the Chief Executive Officer, by a nationally recognized overnight delivery service, or by United States Certified Mail, to the Aviation Authority at the following address:

Chief Executive Officer  
Greater Orlando Aviation Authority  
One Jeff Fuqua Boulevard  
Orlando, FL 32827-4399

Any such notice shall be deemed to have been delivered upon actual delivery if by hand, one (1) day following submission by overnight delivery service, or three (3) days following submission by U.S. Certified Mail.

16.13.3 Change of Address. Either party may change its address for purposes of this paragraph by written notice similarly given.

16.14 Regulations of the Aviation Authority. The rights and privileges granted to Company hereunder and the occupancy and use by Company of the Premises shall at all times be subject to the reasonable rules and regulations of the Aviation Authority as the same are now or may hereafter be prescribed through the lawful exercise of its power, including, but not limited to, all applicable provisions of GTR&R and the Concessions Policy as the same may be amended from time to time.

16.15 Interest. Any sums payable to the Aviation Authority by Company under any provisions of this Agreement which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum (or, if less, the maximum rate of interest allowed by law) from the due date thereof until paid.

16.16 Refuse. Company shall be responsible, at its own cost and expense, to store all refuse in covered receptacles of a type designated by the Aviation Authority, and for the timely and sanitary removal of all refuse on the Premises from the Airport. Company will sort materials into municipal solid waste (MSW) and comingled recycling. Comingled recycling includes clean and empty: glass, plastic, paper, aluminum, and cardboard. Company is responsible for properly disposing of batteries and ink cartridges. It is recommended that batteries and ink cartridges be recycled; information on battery and ink cartridge recycling programs and services can be provided upon request.

16.17 Observation of Laws. Company and its officers, directors, employees, independent contractors, and agents shall promptly observe and comply with applicable provisions of all federal, state, and local statutes, ordinances, regulations and rules which govern or apply to Company or its operations hereunder.

16.18 Licenses and Permits. Company shall, at its own cost and expense, procure and keep in force during the term of this Agreement, all necessary licenses, registrations, certificates, bonds, permits, and other authorizations as are required by law in order for Company to operate from the Premises granted hereunder, and shall pay all taxes (including sales and use taxes), assessments (including, without limitation, storm water utility fees), excises, license, certification, permit and examination fees and impact fees which may be assessed, levied, exacted or imposed by all governmental authorities having jurisdiction, on Company's property, on its operations, on its gross receipts, on its income, on this Agreement and the fees payable to the Aviation Authority hereunder, on the rights and privileges granted to Company herein, on the Premises and on any and all Improvements constructed or installed by Company on the Premises,



and Company shall make and file all applications, reports, and returns required in connection therewith. If the term of this Agreement expired or was earlier terminated in accordance with the terms of this Agreement prior to the close of the tax year for which any such tax was payable or if the Commencement Date is a date other than the first day of such tax year, Company shall be responsible for the portion of such tax attributable to its activities at the Premises. Company's obligations under this Article 16.18 shall survive the expiration or earlier termination of this Agreement.

16.19 **ADA**. Company shall, at its own cost, ensure that its Improvements, facilities, furnishings and equipment and the functions it performs hereunder comply with the requirements of the Americans with Disabilities Act ("ADA"), P.L. 101-336, 104 Stat. 327 (1990) and the regulations thereunder, including those under 49 C.F.R. Part 37. In particular, without limitation, Company shall, at its own cost, improve or modify the Premises to comply with the accessibility guidelines promulgated pursuant to the ADA. Company shall also, at its own cost, modify its operations as may be required by the Aviation Authority to enable the Aviation Authority to meet its ADA obligations with respect to Company's operations. Any such improvement or modification shall be performed to the satisfaction of the Aviation Authority. In the event Company shall fail to improve or modify the Premises as required by the Aviation Authority, the Aviation Authority shall have the right to enter into the Premises and perform such improvement or modification on Company's behalf, without liability for any disruption to Company's activities therein during the completion of or as a result of such improvements or modifications, and the cost of such improvements or modifications shall be deemed additional fees due hereunder and shall be promptly paid by Company to the Aviation Authority.

16.20 **Repair of Damage**. Company agrees to repair promptly, at its sole cost and expense and in a manner acceptable to the Aviation Authority, any damage caused by Company or any of its officers, agents, employees, independent contractors, contractors, subcontractors, licensees or invitees to the Airport or any Improvements or property located thereon.

16.21 **Independent Contractor Status**. Company is an independent contractor and nothing contained herein shall be construed as making Company an employee, agent, partner or legal representative of the Aviation Authority for any purpose whatsoever. Company acknowledges that it does not have any authority, express or implied, to incur any obligations or responsibilities on behalf of the Aviation Authority and agrees not to hold itself out as having any such authority. Nothing contained in this Agreement shall be deemed or construed to create a joint employer relationship between the Aviation Authority and Company with respect to any employee of Company or of its subcontractors.

16.22 **Inspection of Premises**. The Aviation Authority, through its designated agents, shall have the right during Company's normal business hours (and at any time during an emergency) to inspect the Premises and the property of Company located thereon, in order to enforce this Agreement, to enforce applicable laws and regulations, and to protect persons and property.

16.23 **Headings**. The article and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

16.24 **Time is of the Essence**. Time is expressed to be of the essence of this Agreement.

16.25 **Successors and Assigns**. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

16.26 **Severability.** If any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contained herein.

16.27 **No Liens.** Company warrants to the Aviation Authority that no work performed or materials purchased pursuant to the Agreement, whether by, from, or through Company or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the Aviation Authority, and Company shall indemnify and save the Aviation Authority harmless from and against any and all losses, damages and costs, including Attorneys' Fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, Company shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

16.28 **Construction.** The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either the Aviation Authority or Company.

16.29 **Third Party Litigation.** If the Aviation Authority shall, without any fault, be made a party to any litigation commenced between Company and a third party arising out of Company's operations and activities at the Premises, then Company shall pay all costs and reasonable Attorneys' Fees incurred by or imposed upon the Aviation Authority in connection with such litigation for all trial and appellate proceedings. The Aviation Authority shall give prompt notice to Company of any claim or suit instituted against it by such third party. The provisions of this paragraph supplement and are not intended to be in lieu of the indemnification provisions of Article 11 hereof. The provisions of this paragraph shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Agreement.

16.30 **The Aviation Authority Employees.** Company shall not during the term of the Agreement knowingly hire or employ (on either a full-time or part-time basis) any employee of the Aviation Authority.

16.31 **Security.** Company shall be required, during the term of the Agreement, at no additional cost to the Aviation Authority, to take such reasonable security precautions with respect to its operations at the Airport as the Aviation Authority in its discretion may from time to time prescribe. Company shall ensure that its employees and independent contractors working at the Airport obtain access control badges from the Aviation Authority. Company acknowledges and agrees that Company's employees, independent contractors, agents and invitees may not access the air operations area of the Airport. Company shall comply with all applicable regulations of the Federal Aviation Administration and of the Aviation Authority relating to Airport security including those relating to obtaining access to the air operations area of the Airport; as such regulations may be in effect or changed from time to time. Any fines or other penalties incurred by the Aviation Authority as a result of Company's or its subtenants' (or the officers', directors', employees', independent contractors', or agents' of either) breach of this Article 16.31 shall be included in the indemnification provided to the Aviation Authority pursuant to Article 11 hereof.

16.32 **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement and nothing contained herein shall be construed to create such.

16.33 **Computation of Time.** In computing any period of time established under this Agreement, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days.

16.34 **Transaction Further Assurances.** Company agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Agreement.

16.35 **Radon Gas Disclosure.** As required by Florida law, the Aviation Authority hereby includes the following notification as part of this Agreement:

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

16.36 **Applicable Law.** This Agreement has been entered into in, shall be governed by, and shall be construed and interpreted in accordance with the laws of the State of Florida. Any proceedings, whether local, state or federal, brought by any party to this Agreement, arising out of any covenant, provision or condition of this Agreement shall be filed in a court of competent jurisdiction in Orange County, Florida.

16.37 **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether verbal or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein. Company hereby confirms that it has made its own investigation of all of the costs of doing business on the Airport, that it is relying on its own business judgment concerning its prospects for conducting its business on the Airport on a profitable basis, and that the Aviation Authority has not made any representations or warranties with respect to any such matters. Company hereby affirms the completeness and accuracy of the information provided by Company to the Aviation Authority in the Eligibility and Proposal Form, and in all attachments thereto and in all enclosures therewith, submitted by Company to the Aviation Authority in pursuit of this Agreement.

16.38 **Public Entity Crimes Act.** Company represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and Company further represents and warrants unto Aviation Authority that to the best of its knowledge and good faith belief that neither Company nor any affiliate of Company has ever been convicted of a public entity crime. Company acknowledges receipt of the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

16.39 **Scrutinized Companies.** Company certifies that it is not: 1) included on the Scrutinized Companies with Activities in Sudan List; 2) included on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; 3) included on the Scrutinized Companies that Boycott Israel List; or 4) engaged in the boycott of Israel.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**"THE AVIATION AUTHORITY"  
GREATER ORLANDO AVIATION AUTHORITY**

ATTEST:  
  
\_\_\_\_\_  
Anna Farmer  
Assistant Secretary

By:   
\_\_\_\_\_  
Thomas W. Draper, Acting Chief Executive Officer

Date: 3/8/2022

[Official Seal]

APPROVED AS TO FORM AND LEGALITY on this 2<sup>nd</sup> day of March, 2022, for the use and reliance of the Greater Orlando Aviation Authority, only.

Marchena & Graham, P.A., Special Counsel

  
\_\_\_\_\_  
Marchena & Graham, P.A.

“COMPANY”

ATTEST:

\_\_\_\_\_

Printed Name

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

By: John W Castle

Printed Name: John W Castle

Its: President

[CORPORATE SEAL]

**OR:**

TWO WITNESSES

(1) Rebecca K Horton

Printed Name Rebecca K Horton

(2) Yvette Bertran

Printed Name Yvette Bertran

[If applicable]

**AGREEMENT OF GUARANTY**

In order to induce the GREATER ORLANDO AVIATION AUTHORITY (the "Aviation Authority") to enter into the attached Ground Transportation Concession Agreement (the "Agreement") with \_\_\_\_\_ ("Company") (which the Aviation Authority would be unwilling to do without this Agreement of Guaranty), the undersigned unconditionally guarantees to the Aviation Authority that Company will fully and timely make payment, prior to the expiration of any applicable curative period provided in the Agreement, of all Annual Concession Fees, Annual Rental Fees, and adjustments thereof, and other payments which Company is required to pay to the Aviation Authority under the Agreement, and that Company will comply with all of the other terms and conditions of the Agreement.

The obligations of the undersigned hereunder shall be direct and immediate and not conditional or contingent upon the Aviation Authority's pursuit of its remedies against Company, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by the Aviation Authority and Company without the knowledge or consent of the undersigned, (ii) waivers of compliance with or any default under the Agreement granted by the Aviation Authority to Company without the knowledge or consent of the undersigned, (iii) the discharge of Company from its obligations under the Agreement as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same has been or may be amended (the "Bankruptcy Code), or any similar State or Federal law, or any limitation or reduction of the liability of Company or its estate as a result of any such proceeding, none of which shall be construed as affecting the obligations and liabilities of Company under the Agreement for purposes of this Guaranty, or (iv) any other action taken by the Aviation Authority or Company that would, in the absence of this clause, result in the release or discharge by operation of law of the undersigned from its obligations hereunder.

The obligations of the undersigned under this Guaranty shall include the obligation to reimburse the Aviation Authority for any preferential payments received by the Aviation Authority from Company under or pursuant to the Agreement in the event that Company becomes a debtor under the Bankruptcy Code, or any similar State or Federal law. If a bankruptcy petition has been filed by or against Company during any preferential period (as established by the Bankruptcy Code or other applicable law) and Company has made payments to the Aviation Authority under the Agreement during said preferential period, this Guaranty shall not terminate unless and until a final, non-appealable decision by a court of competent jurisdiction or other agreement has been entered or reached pursuant to which the Aviation Authority shall be entitled to retain all such monies paid during such preferential period.

The undersigned shall be obligated to pay all costs and expenses (including reasonable attorneys' fees) paid or incurred by the Aviation Authority for the enforcement of the obligations of the undersigned hereunder, including, but not limited to, costs, expenses and reasonable attorneys' fees in connection with any bankruptcy proceeding or any appeals. This Guaranty shall inure to the benefit of the Aviation Authority, its successors and assigns, and shall be binding upon the undersigned and their successors and assigns. This Guaranty may not be amended or modified except by written agreement executed by both the Aviation Authority and the undersigned. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned has executed this Agreement of Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NAME OF GUARANTOR

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

*[Corporate Seal]*

Date: \_\_\_\_\_

1. OR

WITNESSES:

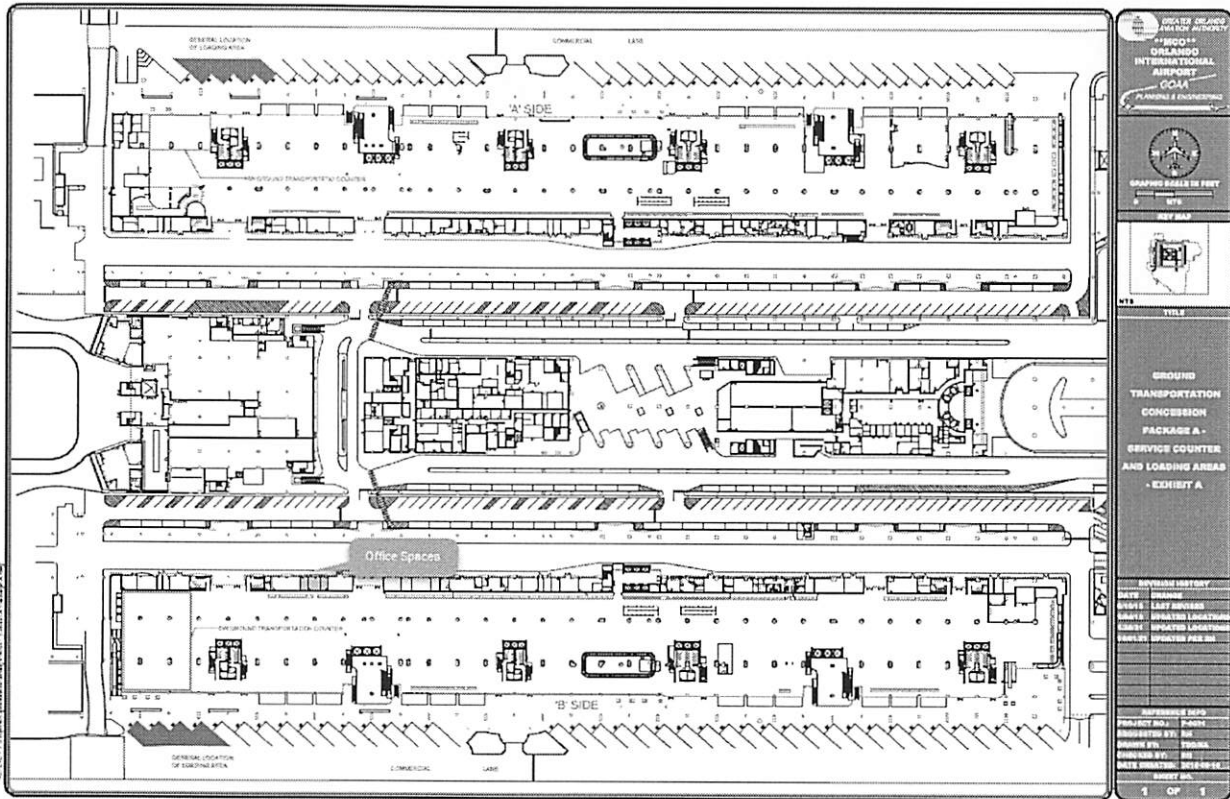
\_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

# EXHIBIT "A" Layout of Premises





**EXHIBIT "A-2"**

**STC SERVICE COUNTERS**  
**[To be inserted later]**

**EXHIBIT "B"**

**GROUND TRANSPORTATION CONCESSION REPORT**

Ground Transportation Concession Report for \_\_\_\_\_, 202\_\_.  
Including all substantial activity

- 1. Total Number of Outbound Trips
  - A. Buses \_\_\_\_\_
  - B. Limousines \_\_\_\_\_
  - C. Sedans \_\_\_\_\_
  - D. Vans \_\_\_\_\_
  
- 2. Total Number of Outbound Passengers
  - A. Buses \_\_\_\_\_
  - B. Limousines \_\_\_\_\_
  - C. Sedans \_\_\_\_\_
  - D. Vans \_\_\_\_\_
  
- 3. Gross Receipts:
  - A. Buses \_\_\_\_\_
  - B. Limousines \_\_\_\_\_
  - C. Sedans \_\_\_\_\_
  - D. Vans \_\_\_\_\_
  - E. Total Gross Receipts (A+B+C+D) \_\_\_\_\_
  - F. % of Gross Receipts
    - \$1 - \$10,000,000 x 10% \_\_\_\_\_
    - \$10,000,001 - \$18,000,000 x 12.5% \_\_\_\_\_
    - above \$18,000,000 x 15% \_\_\_\_\_
  - TOTAL: \_\_\_\_\_
  - G. Minimum Annual Concession Fee Paid in Advance \_\_\_\_\_
  - H. Difference \_\_\_\_\_
  - I. Due (F-G if number is greater than zero) \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

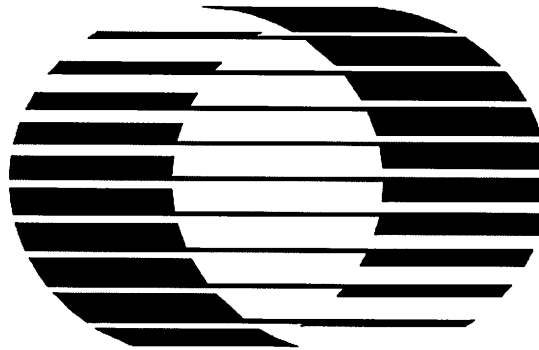
\_\_\_\_\_  
Title

\_\_\_\_\_, 202\_\_  
Date

**EXHIBIT "C"**

**GRAPHIC STANDARDS FOR RENTAL CAR COMPANIES**

*GRAPHICS STANDARD POLICY  
TERMINAL RENTAL CARS  
MARCH 2008*



*ORLANDO INTERNATIONAL AIRPORT*

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Prepared for The Greater Orlando Aviation Authority by:  
General Consultant – Schenkel Shultz Architecture

Note: This section of the "Graphics Standard Policy" applies to Rental Car Companies operating at Orlando International Airport and as such is incorporated into the overall "Policy" guidelines for consistent treatment of corporate identification and related signage for all tenants of the Greater Orlando Aviation Authority.

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## I – GENERAL

### A. Purpose:

The purpose of this Graphics Standards Policy (the “Policy”) is to create guidelines for consistent treatment of corporate identification and related signage and messages for the airlines, rental automobiles, concessionaires and tenants of the Greater Orlando Aviation Authority. This section of the Policy addresses specifically “Terminal Rental Automobile” companies and will provide guidelines for the design and installation of signage in the facilities. The goal of the Policy is to achieve graphic consistency and effective communication of identification and information messages to the traveling public in an organized and recognizable manner.

The Authority and the airport users have a long-standing pride in the architectural and aesthetical elements, which fosters an open and airy feel to the facilities with relatively unobstructed views of the outdoors. This is commonly referred to as the “Orlando Experience” by the Authority staff and its consultants. The need to preserve and enhance these elements, while protecting the operational and practical needs, was an underlying focus in developing this policy.

### B. Scope:

This section of the Policy covers Orlando International Airport (OIA), landside building(s), exterior and interior, garages and Orlando Tradeport exterior. All rental automobile development taking place within the boundaries of the above areas will be required to conform to the guidelines and procedural requirements of this Policy.

Regardless of any prior approvals, existing signs and graphics, which are not in compliance with the guidelines and procedural requirements of this Policy, will be allowed to remain in place until said sign is planned to be altered, renovated or replaced. At such time, the Authority will require immediate conformity to the guidelines and procedural requirements of the Policy.

Rental automobile tenants of assigned space, exclusive and preferential, will be responsible for maintaining the space in a neat, orderly, sanitary and presentable manner at all times.

*\*\*This Policy may be amended by the Authority as the need arises.*

### C. Definitions:

Affiliated Company – A company under same ownership of principal tour operator.

Appropriate Department Director – Director of the Authority Department responsible for preparing and maintaining the tenant’s agreement.

Corporate Signature - This is a general term referring to the combination of graphic elements used to identify the corporate presence of a rental automobile concessionaire. These elements may include a logo (or service mark) logotype (distinctive letterforms spelling the name of the company), color, materials, or other graphic devices. Such corporate signature shall be the identification the general public universally recognizes.

Design Review Committee - The purpose of the Design Review Committee is to ensure integrity and continuity for design of facilities. The Committee operates in public and its meetings are posted in accordance with the Florida “Sunshine” Law.

Exit Egress – Life Safety Code section 9-2.5.4.3 states “Access and egress routes shall be maintained in areas of assembly so that crowd management, security, and emergency medical personnel shall be able to move without undue hindrance at any time to any individual”.

Garages - Parking Garages A and B and Terminal Top.

Gross Area - That surface or total area arrived at by multiplying the maximum overall width dimension by the maximum overall height dimension.

Letter Height - Sometimes referred to as “cap height”, shall be that dimension of an upper case letter measured from the top of a capital, or upper case “X” to the baseline, or bottom of that same capital “X”.

Letter Area Height - This only applies to more than one line of message, the dimension from the top of a capital letter on the top line of the message to the baseline, or bottom of the bottom line of the message including the negative area or space between the lines of message.

Signage Unit – The term used to identify the permitted lateral dimensions of backwall signage associated with ticketing/service counters. This dimension is usually described in terms of number of counters or number of positions (there are usually two positions per counter).

Temporary Signs, Posters, or Displays - Signage and/or display elements of a non-permanent nature where approval has been granted for such installation.

Terminal Areas – The main terminal building and associated parking areas and roadways, and the airside buildings with associated ramp areas.

Non-Terminal Areas – Areas to the east and west of exit and entrance roads that are not defined as Terminal Areas.

#### **D. General Rules:**

- a) All signs and graphics shall be of an identification format designed to meet the immediate information needs of the users. Signs and graphics of an advertising nature or dealing with a specific promotion will not be permitted except as noted herein.
- b) All signs and graphics in the “public areas” are the responsibility of the Aviation Authority. Signage and graphics located within the rental automobile tenant leased space are the responsibility of the rental automobile tenant. Responsibility refers to purchase, fabrication, installation and maintenance. Authorization to display signs and graphics rests solely with the Authority.
- c) No signage or graphics shall be permitted on perimeter exterior doors or windows facing into or out of the landside or airside buildings, except those necessary to meet Federal Aviation Administration (FAA) security, safety and legal requirements. These sign types shall be the responsibility of the Aviation Authority.
- d) All illuminated signs shall bear the seal of the Underwriter’s Laboratory, Inc. Said seal is not to be located in the public view, but readily accessible for inspection. Sign manufacturer identification, in the form of stickers or decals will not be permitted on any sign surface, to include cabinet returns and /or edges. Local contact information, including local telephone number, must be located within the sign cabinet interior, and must be readily accessible for inspection.
- e) All tenant installed signage elements shall meet local code requirements for that particular sign type, as well as those requirements contained herein, including all submittal requirements identified herein.
- f) No animated, moving message or flashing signs shall be permitted, except as noted herein. Internally illuminated signs shall be allowed only in specific circumstances as addressed elsewhere in this Policy.
- g) No rental automobile tenant signage or temporary display shall be permitted in any area defined as an exit egress.
- h) No unfinished exposed illuminated sign cans, electrical raceways, wiring cross-overs, or fluorescent tubing will be permitted.
- i) Temporary signs or posters of a specific promotional nature may be displayed if the signs or posters and its mounting devices are first submitted for approval as set forth in this Policy.



- j) Rental automobile tenants are prohibited from permitting any non-corporate commercial, promotional or advertising information to be dispensed or offered from their respective leaseholds. Stick-on display racks or other devices on walls or columns shall not be permitted, and Aviation Authority Operations and Aviation Leasing Department personnel shall discard such items when noted.
- k) Upon removal of any signage, the applicant shall be responsible to restore damaged areas to original condition. Such restoration shall be at the applicant's or airline sub-tenant's expense and shall be completed in no more that ten (10) calendar days.
- l) Approvals made under this procedure must be installed/completed within one hundred eighty (180) calendar days from the date of issue unless otherwise extended. Failure to complete any installation within the approved time will result in the applicant having to restore the areas to their original condition at their expense.
- m) Signage shall use Aviation Authority colors and letter styles, unless otherwise approved.

## **E. Aviation Authority Provided Signage:**

### **E-1 Terminal Areas**

#### **E-1-1 Directional/Informational Signage**

Terminal building and roadway signs which identify airlines, tour operators, parking, commercial ground transportation and automobile rental locations, as well as signage which indicates specific activity areas (e.g. ticketing, bag claim, gates, meet & greet, etc.) shall be provided, installed and maintained by the Authority.

#### **E-1-2 FAA Security Signage**

- a) Signage required by FAA Security (hazardous materials, tariffs, concealed weapons, etc) shall be displayed:
  - Ticket Counters, in the cut-out on the top of the ticket counter and covered with clear glass. In no event should the signage be mounted to the front of the counter or within the bag well.
  - Curb, Skycap booths, one framed poster and one framed verbiage
  - Checkpoint Entrances, one framed poster and one framed verbiage
  - Gate entrances, one framed poster and one framed verbiage
- b) The above mentioned locations and number of signs is all that is required by the FAA.

**E-2 Non-Terminal Areas**

Tenant identification signage shall consist of one single pylon sign located adjacent to the entrance of the tenant's leased premises, and perpendicular to the street within the appropriate setback.

- a) Signage shall utilize back-lighted Frutiger 55 lettering with white, non-pulsating, concealed lighting.
- b) Lettering shall not exceed ten (10) inches in height or five (5) feet in length, whichever is the limiting dimension, and shall be limited to one line of lettering.
- c) Two lines of lettering may be utilized, within dimension limits, if one line of lettering does not accommodate tenant identification.
- d) No logo form may appear in tenant identification signage.
- e) The pylon sign shall not exceed three (3) feet in overall height, six (6) feet in length and one (1) foot in width.
- f) The pylon sign shall be constructed of aluminum with two (2) inch radius corners and a concrete base.
- g) The pylon sign shall be appropriately landscaped to incorporate the pylon sign as an integral part of the building aesthetics.
- h) Tenant identification may be placed on one or both sides of the pylon sign.
- i) No other tenant or sub-tenant identification signage shall be allowed.
- j) Signage colors shall be Jetport Brown with white lettering.
- k) The concrete base shall be a lighted sand (brush) blasted finish in natural concrete.
- l) A 277V-power requirement will be provided by the tenant
- m) Authority will provide a 12" X 18" address sign on the building entrance, over the main entrance door.

**F. Approval Procedures:****F-1 Procedures**

Outlined herein are applicable to all airport tenants.

- a) Signage needs identified internally within the Authority or as part of Authority sponsored construction projects, will be forwarded to the appropriate Department Director.
- b) All requests for new signs, modifications, refurbishment or replacement of existing signs or other items covered in this Policy, shall be submitted to the appropriate Department Director.
- c) Each separate location requires approval.
- d) The Director of the appropriate Department will initiate a review to determine if the proposal conforms to this Policy.
  - If a determination is made that the proposal conforms to this Policy, the Department Director will approve such proposal and the tenant shall be informed in writing of the determination within 30 days.

OR

- If a determination is made that the proposal does not conform to the Policy, the proposal will be forwarded, with a recommendation to the Design Review Committee. The tenant will be advised of the meeting and invited to make a presentation in support of their request for a variance or waiver of the Policy.
- e) Prior to installation, any request made under this Policy shall have the written approval of the Authority, either as a determination of compliance by the Department Director or the approval of a request for variance or waiver by the Design Review Committee.
  - f) The Design Review Committee (DRC) is scheduled as required. The Committee operates in public, and meetings are posted in accordance with the Florida "Sunshine" law. Plans to be considered by the Committee are to be received a minimum of eight calendar days prior to the scheduled meeting. Approval or disapproval may be given orally, but, in all cases, will be confirmed in writing within 30 days of the meeting date. *Current meeting schedule is the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month and at such times as may be required.*

#### **F-2 Submittals to DRC:**

Each submittal shall consist of a written description of the project and shall be accompanied by photographs and samples (if applicable). Ten (10) sets of the submittal information are required. Each submittal shall include the following minimum information:

- a) Front elevation to scale; elevation of sign for interior application; elevation of sign and elevation of building with sign shown for exterior application.
- b) Area map showing actual location on airport property or within terminal.
- c) Sections showing structural and electrical connections.
- d) Materials used.
- e) Exact description and representation of graphic and/or lettering used, including dimensions.
- f) Exact colors shall be indicated (color chips are suggested).
- g) Any special work (structural support, electrical, lighting, construction and/or mechanical) must be described in the design submittal.
- h) Statement that proposed signage meets all applicable codes and this Policy
- i) Installation and/or removal schedule.

**F-3 Other Information**

- a) Signage shall use Aviation Authority colors and letter styles, unless otherwise approved.
- b) If actual signage does not conform to information submitted and approved by the DRC, signage shall be considered in non-compliance and subject to immediate removal at owner's expense.

**G. Temporary Signage:**

**G-1 Temporary Signs or Posters**

- a) Temporary signs or posters of a specific promotional nature may be displayed if the signs or posters and mounting devices are submitted and approved by the appropriate Department Director.
- b) Approval for display of these temporary signs or posters will be for a period no longer than thirty (30) calendar days from date of written approval.
- c) Temporary signage shall have a gross area not to exceed fifty-four (54) square feet (3' x 18').
- d) Posters shall not exceed 30" x 42."

### **G-2 Major Event Graphics**

Graphics promoting large scale, singular events of national or international importance, or which may have a significant association with the Greater Orlando Area or the Orlando International Airport, may be displayed within public areas of the terminal complex subject to the following:

- Said graphics shall be submitted to the Director of Public Affairs for review, comments and/or approval by DRC.
- Upon approval, the DRC shall establish the duration of the special event graphics.

### **H. Prohibited Signs:**

- a) Trailer or otherwise portable signs, including “stick” signs.
- b) Banner signs attached to buildings or stretched across any street or driveway.
- c) Signs which in any way simulate emergency vehicles, traffic signs and devices, or any other signs normally erected for public health or safety.
- d) Any private sign placed on public property unless authorized by the Authority’s Design Review Committee.
- e) Any vehicle with a sign or signs attached and parked so as to identify a building or tenant.
- f) Signs consisting of banners, pennants, ribbons, flags, spinners, or wind operated devices. These devices when used alone are similarly prohibited.
- g) Any advertisement that uses a series of two or more signs placed in a line parallel to the highway or in a similar fashion, and carrying a single advertising message, part of which is contained on each sign.
- h) Any sign that the Design Review Committee determines obstructs the sight line at intersections and/or public driveways.
- i) Signs attached to existing posts, other signs as otherwise mounted and called “snipe” signs.
- j) Any signs that incorporate a beacon light or lights, flashing light or otherwise animated lights.

- k) Awning signs displaying message. Awning above main entrances may include street addresses subject to Design Review Committee approval.
- l) Electronic message boards, unless specifically approved.
- m) Temporary plywood signs placed at locations where permanent signs are authorized excluding permitted "For Lease" or construction signs.
- n) Any temporary sign or permanent sign improperly affixed to an approved sign.
- o) Rooftop mounted signs or signs painted on the roof are not permitted.
- p) Aviation memorabilia attached to exterior building surfaces, i.e., propellers, wings, engine parts, etc.
- q) Product signage of any nature other than fuel company and rental automobile signage for Fixed Base Operators.

## **I. Use of Electronic Backwall Signboards/LED Displays:**

(All airport locations)

### **I-1 Character Size and Placement**

- a) Standard character size, alphabet C (5 pixels wide by 7 pixels high) only
- b) Oversize characters should not be used
- c) Spaces between letters within a word are prohibited

### **I-2 Message Movements**

- a) Permitted movements:
  - Framing of the message is permitted
- b) Prohibited movements:
  - Scrolling by any method is not permitted
  - Rolling up or down is not permitted
  - "Jumping" letters on or off the sign one at a time

- “Flashing” messages

### **I-3 Message Limitations**

- a) All messages must relate to the specific company service being handled at the counter.
- b) Messages may identify:
  - counter service times
  - classes of service handled at a counter position
  - information relating to specific customer service
  - A non-scrolling information message is allowed on one sign where the corporate logo insert appears. The message may have the word “Information” on the first line and a telephone number on the second line. Other messages are not permitted

### **I-4 Prohibited Message Forms:**

- a) Graphic images
- b) “Oversize” characters
- c) “Social” messages such as *“Have a nice day”* or *“... Rent-a-car, your best access to...”*
- d) Editorial or advertising type messages.
- e) References to cities or services offered at points other than Orlando are not permitted.
- f) The word “(start)” on the sign.

***Do not use the sign clock; it is not synchronized with the master airport clock***

- g) Company Logo Inserts
  - The Authority must approve all logo inserts
  - “Temporary” or hand-made signs are not permitted
  - The basic signage fee includes manufacturing of inserts by the Authority.

## h) Common Use Facilities

- Subject to approval by the Authority, Scheduled company logo inserts may be displayed at the Common Use Facilities when the space is not needed to process flight information.

## II - TERMINAL RENTAL AUTOMOBILES

### A. Rental Automobile Roadway Signage - Orlando International Airport:

- a) It is the Authority's goal to provide legible, functional signage on the roadway system that identifies rental automobile locations for the benefit of the greatest number of passengers and other airport users possible.
- b) The roadway signs shall have a uniform design, color, typestyle and letter size and shall be internally or externally illuminated or made of reflective material depending upon location. No other signs or graphics that identify individual rental automobile corporate presence for the direction of passengers will be allowed.
- c) Only on-airport rental automobile concessionaires will be included on the airport property roadway signage.

### B. Landside Building Signage (Rental Automobiles)

#### B-1 Level 1 Counters - Corporate Signature:

The following standards apply to landside terminal, level 1 space leased to rental automobile companies under the terms of a Concession Agreement with the Authority, which allows for the rental automobile company's corporate branding. It is the Authority's intention that the level 1 counter signage meets passenger needs for clear direction, and rental automobile operational objectives while maintaining the aesthetic appeal of the Airport.

#### B-1-1 - Signage Units - Locations and Quantity Standards

- a) Application of backwall treatments shall be restricted to one (1) corporate signature (logotype, logo service mark device) application for the first fifty (50) feet of leased counter length, two (2) corporate signatures for lengths between fifty one (51) and one hundred (100) feet, three (3) corporate signatures for lengths between one hundred one (101) feet and one hundred seventy five (175) feet. These dimensions and quantities are for continuous counter length.
- a) A signage unit may be used to display the corporate signature of one company only.



**B-1-2 - Appearance Standards:**

- a) All approved backwall signage shall be maintained in a condition consistent with the original installation.
- b) The corporate identification of the rental automobile company on the level 1 counter backwall is permitted for the purpose of easy identification of the rental automobile check-in facility by passengers.
- c) The appearance and finishes of the backwall are base building and specified by the Greater Orlando Aviation Authority and shall be uniform along the length of each rental automobile company's leased area.
- d) Internal illumination shall be permitted by Design Review Committee only.
- e) Finishes may be paint, fabric or other coverings of durable quality, all of which must be non-reflective.
- f) Multiple colors on the signage, which are not considered part of the logo device, may be used if the rental automobile company demonstrates that the colors and finishes are consistent with a nationwide corporate image/branding program.
- g) Rental automobile company name shall have letter dimensions:
  - No greater than eighteen (18) inches *vertical height*, in the case of a block font
  - No less than twelve (12) inches *vertical height*
  - No greater than one (1) inch thick

This standard will apply to the largest upper case letter in the corporate signature, with the exception noted below for integrated logotypes.

- The letters must be centered between the top of the counter and the ceiling.
- h) Logo and service marks:
    - Shall have a height or width no greater than 18"

**B-1-3 - Rental Automobile Company Information**

- a) Pamphlets - Rental automobile companies shall be permitted to provide operational or service information to the public in pamphlet form from the counter top. All such operational or service information shall be dispensed from pamphlet holders (i.e. automobiles available and cell phones). In no event shall such information occupy more than one (1) linear foot per two (2) position module of the agency's continuous

counter frontage at any time. No other items may be placed or displayed on top of the counters except as stipulated in B-1-3-d.

- b) Disabled access counters must remain completely clear of all materials.
- c) Rental automobile companies shall be prohibited from placing operational or rate information within any public or joint use area within either landside or airside areas, unless specifically authorized by the Aviation Authority's Design Review Committee.
- d) Countertop Display of Optional Equipment Offered to Customers - Rental automobile companies shall be permitted to display optional operational or service equipment offered as a service to their customers on the counter top with prior approval from the Design Review Committee. All such equipment display shall be securely mounted to the countertop, exhibit no audio or "streaming" (running) video. In no event shall such equipment display occupy more than one (1) linear foot per thirty (30) linear feet of the agency's continuous counter frontage at any time.

#### **B-1-4 – Advertising**

Rental automobile companies shall be prohibited from permitting any commercial, promotional, or advertising information to be dispensed, offered, or displayed from their respective leasehold areas. Stick-on display racks or other devices on counters, walls or columns shall not be permitted, and Aviation Authority Operations personnel shall discard such items when noted.

#### **B-1-5 - Queuing**

Only Airlines, airline sub-tenants, rental automobile companies, Resort Transportation Operators, Tour Operators, or the Authority may install or use patron control apparatus. Construction and use of the apparatus shall meet the following standards:

##### **a) Standard barrier**

- Webbing belt, black, corporate color, or corporate color with name/logo (in single color).
- Installed with a spring-loaded retracting mechanism in a black head
- Mounted on a two (2) inch diameter stanchion post of polished chrome or black and provided with an attachment point to the next unit
- Must be kept in good working condition and good repair
- No frayed, tied together or broken stanchions

##### **b) Positioning of barriers – Level 1 counters**

- The apparatus may be placed so that queuing lanes run parallel to the respective service counter
  - The maximum distance permitted from the front of the ticket counter into the public area is twenty-four (24) feet or to the edge of the carpet
- c) **Signage on barriers**
- For each designated queue:
  - One 12" X 15" ("Enter Here") sign may be affixed to the top of the first stanchion, and one 12" X 15" ("Exit Here") sign may be affixed to the top of the last stanchion.
  - A rental automobile company may designate a queue for each group of eight positions in use.
  - These signs shall be mounted in a stainless steel frame.
  - The height of the sign shall not exceed four (4'0") feet above the finished floor

## **B-2 Rental Automobile Tour Counters**

### **B-2-1 Leased Counters:**

- a) All approved backwall signage shall be maintained in a condition consistent with the original installation.
- b) Backwall signage:
  - Corporate Colors and logo
  - Dimensions of sign must not exceed 24 square feet
  - May only be utilized when the counter is staffed
- c) No internal illumination is permitted
- d) Finishes may be paint, fabric or other coverings of durable quality, all of which must be non-reflective.
- e) Multiple colors, which are not considered part of the logo device, may be used if the tour operator demonstrates that the colors and finishes are consistent with a nationwide corporate image/branding program.

## f) Mounting:

- The mounting shall be a finish laminate, or other quality finish, of uniform color, complementary to the existing backwall finish, which provides a contrast to the corporate letter color and logo device (if any) for good visibility
- The letters in the signature must be centered between the top of the counter and the ceiling.

## g) Affiliated Companies

- The affiliated company's signage may consist of a sign
  - With a maximum dimensions of 24" wide by 48" long
  - With 3" lettering with a minimum of 2" spacing between each company's name.
  - Corporate signature and colors are permitted
  - May only be utilized when the counter is staffed

**B-2-2 Informational Signs**

Subject to Authority approval

**B-2-3 Self-Service Kiosks**

Self-Service Kiosks or similar Electronic Ticketing Devices may be installed within the Tenant's leased space upon receiving prior approval from the Design Review Committee.

**C. Garage Area****C-1 General**

- a) Rental Automobile Companies are responsible for all operational signage and must receive Authority approval prior to installation.
- b) Life Safety signs are provided by the Authority and may not be modified by leaseholder. Life safety signs provide critical information that instruct or orient persons to the location of life safety equipment, a person's current location or the nearest emergency exit. Life safety signs must be consistent throughout the entire garage area. Row identification signs are considered life safety signs. The center

section of the row identification sign allows for leaseholder identification in name and corporate color only.

- c) Any traffic signage changes due to a change in the flow of traffic by the rental automobile company will be the responsibility of the rental automobile company, including traffic marking systems (e.g. arrows, stop bars, stop signs, etc.). If the change in the flow of traffic is a result of a rental automobile company reorganizing its lease area, the Rental Automobile Company is responsible for the coordination of the relocation of all associated signs. All traffic signage shall comply with US DOT manual on uniform traffic control device standards. All changes must be submitted to the Authority for prior approval.
- d) All signage must be professionally designed, manufactured and installed. Temporary or hand-written signs are prohibited.
- e) No signage shall be mounted to any object using temporary methods such as tape or binder clips.

### **C-2 Vertical Signs - Non Illuminated**

- a) Vertical signs are those signs with faces installed perpendicular to the floor or ceiling.
- b) Vertical signs shall be made of 0.125-inch thick aluminum with the first surface (metal) decorated with 3M VIP Diamond Grade Reflected Sheeting series 3990. The second surface material will be 3M reflective electronic cuttable film series 1170 or flood-coated to match the corporate colors.
- c) **Column Wrap Signs**
  - 1) Column Wrap signage can be used for single purpose of aiding customers in finding their rental automobile vehicle only. (row of vehicle, class of vehicle, etc.)
  - 2) Column wrap signs shall be six (6) inches high by three (3) feet wide, attached to the column parallel or diagonal to face of the column surface, mounted no lower than six (6) feet eight (8) inches above the floor.
  - 3) Column wrap signs may be installed on every other column within a leased area. Corporate identification may be installed on each portion of the column wrap sign that is within/faces the leasehold area.
  - 4) All column-wrap signs shall be mounted on support brackets on the columns.
  - 5) Up to 50% of the sign face may be used for corporate logo and name.

## d) Column Mounted Signs

- 1) The maximum dimensions are six (6) feet high by 22" wide (no wider than each individual column width) attached flush to the column within the rental automobile company's ready/return spaces or adjacent common areas. No portion of the sign may extend beyond the edges of the column.
- 2) The total number of signs shall be limited to a maximum of one sign location per twenty two hundred (2,200) square feet within the rental automobile company's lease area of the garage.
- 3) Up to 50% of the sign face may be used for branding.

## e) Beam-Mounted Signs

- 1) Beam mounted signs shall be made of 0.125 inch thick aluminum (in some cases, 4mm Sintra, Celtec or equal) with the first surface decorated with copy made with 3M VIP Diamond Grade Reflected Sheeting series 3990. The second surface material will be 3M reflective electronic cuttable film series 1170 or flood coated to match the corporate colors.
- 2) The maximum dimensions are 18" high by twelve (12) feet wide attached flush to the beam and mounted so no portion of the sign extends over the bottom edge of the beam.
- 3) Beam mounted signs may be installed every other beam, not to exceed 1 sign per every 2,200 sf of leased area. .
- 4) Up to 50% of the sign face may be used for branding.

## f) Stanchion Mounted Signs

- 1) Stanchion mounted signs are movable signs indicating pickup/return information (locations etc.) only.
- 2) The maximum dimensions are three feet (3') high by five feet (5') wide supported by a metal frame system (castors optional). Wood frame or wooden sawhorse mounting is not permitted.
- 3) The total number of signs shall be limited to a maximum of four (4) per Rental Automobile Company leased area of the garage. There shall be no more than two (2), one (1) on each side of the return/check-out lanes to reinforce the operation in that area.

**C-3 Customer Appreciation Signs**

- a) A total of four (4) customer appreciation signs may be installed within the leasehold area. The size and location of signs may be column mounted type or beam mounted type.
- b) All customer appreciation signs must be submitted to the Authority for approval prior to installation.

**C-4 Vertical Signs  
Illuminated (column or beam mounted only) (Authority provided)**

All illuminated signage within the rental automobile's leased area shall be limited to GOAA provided way finding information only with the exception as described in C-6 below.

Common areas are those areas adjacent to or within rental automobile company leased areas that require access by all rental automobile companies and their patrons in order to provide ingress and/or egress from the garages. All signage in common areas will be illuminated and limited to way finding information only and must adhere to the Authority's Graphics Standards Manual as outlined below:

- a) Sizes can vary between ten inches (10") and thirty six inches (36") high and from one and a half feet (1.5') to fourteen feet (14') long.
- b) The sign cabinet shall be made of 0.125 inch thick aluminum extruded frame. The cabinet shall have all radius corners on the retainer doors and the cabinet shall have a molded end cap with radius corners on both ends.
  - 1) A two piece polished aluminum tube three (3) to four (4) inches in diameter that snaps together shall conceal support rods.
  - 2) Translucent acrylic (one quarter inch (1/4") thickness) face with a brown opaque background (see paint information below) and copy to be reverse cut (light is seen through copy).
- c) The cabinet, end caps and sign face shall be properly painted with a Matthews acrylic polyurethane paint or equal.
- d) Sign faces will have equal distribution of illumination across the entire sign face and have a light enhancement film (3M Scotch Optical Light Film, 3M Scotch Light Enhancement Film) for energy savings.

- c) Rental automobile companies may not remove or relocate any existing illuminated way finding signs without the express review and approval of the Authority's Design Review Committee.

#### **C-5 Horizontal Signs - Signs installed on the driving surface**

- a) Floor medallions will be permitted for vehicle space identification and corporate identity. Each medallion shall be restricted to the 3M Stamark series #420 (base color choices of white #420 or yellow #421) or equivalent and applied per the manufacturer's recommendations. The medallion will be square or rectangle with the top half being the corporate colors and the bottom half used as the space identifier. The top half may match corporate colors. The bottom portion of the floor medallion will provide the space identification with the maximum of four digits.
  - 1) The overall medallion dimensions shall not exceed eighteen (18) inches wide by eighteen (18) inches high.
  - 2) No more than one floor medallion will be allowed per vehicle space.
  - 3) The orientation of the floor medallion shall be centered within the space width; the medallion's vertical centerline shall be perpendicular to the flow of traffic and be placed at the end of the space.
- b) Regulatory signage and surface markings must comply with all U.S. Department of Transportation Manual on Uniform Traffic Control Devices standards.

#### **C-6 Structures within the garage lease areas**

- a) Rental automobile companies may install kiosks or "customer service facilities" in their leased space. The kiosk is not permitted to provide space for the execution of customer lease agreements.
  - 1) Kiosk(s) shall be free standing and occupy an area no greater than two hundred eighty eight (288) square feet, (12' X 24') have clear space between the roof of the kiosk and the garage ceiling and preferably shall have radius edges, not less than 4 inches.
  - 2) A maximum of two kiosks may be installed with the total square footage of the two kiosks not to exceed 288 square feet. A minimum of one kiosk should be located across from the elevator/escalator area.
  - 3) A second kiosk may be permitted, if demand supports the kiosk. The second kiosk may not be located adjacent to the first and must serve an alternate passenger flow.



- 4) One exit kiosk with a maximum of 120 square feet or two exit kiosks may be installed not to exceed a total of 120 square foot area for both kiosks.
- 5) The kiosk may be painted corporate color or white (that matches GOAA standards), if such color is approved for company's interior counter backwall.
- 6) Signage on each kiosk may include corporate identity integrated (flush mounted) at the top of the kiosk - no more than twenty four (24) square feet.
- 7) The corporate identification signage may be internally illuminated.
- 8) All mechanical equipment must be shielded from the public's view.
- 9) The exterior of the kiosk must be either painted metal, glass with clear glazing and metal framing or painted sand float finish stucco. A wood exterior is not acceptable.
- 10) The Rental Automobile company shall be responsible for all required utilities – initial and operating.

b) Storage

- 1) Separate storage areas within the garage may not exceed two hundred (200) square feet. Location of storage areas must receive Authority approval prior to installation.
- 2) The exterior of storage areas must be either painted metal, glass with clear glazing and metal framing, or painted sand float finish stucco. A wood finish exterior is not acceptable.
- 3) Whenever possible, the rental automobile company should use areas within the Quick Turn Around (ATA) area for storage. However, when a rental automobile company operation dictates the use of a variety of mobile equipment types for use during peak operations or otherwise (e.g. traffic cones, stanchion signs, automobile seats) the company will be required to store this equipment when not in use. Under these conditions, and when QTA storage is not feasible, a permanent storage area will be required. Appropriate space for the storage facility will be within the lease area but not in the area adjacent to highly used public space. (e.g. spaces adjoining other structures, such as electrical rooms, an enclosed stairwell, under vehicle ramps, etc.). The Authority's Design Review Committee shall approve all storage locations and designs.

**EXHIBIT "D"**

**PAYMENT BOND**

**ORLANDO INTERNATIONAL AIRPORT PERFORMANCE/PAYMENT BOND  
COVER SHEET**

SECTION 00610 – PERFORMANCE/PAYMENT BOND COVER SHEET. This cover sheet is an integral part of the attached bonds and must not be separated from them.

**GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA  
(Public Work)  
In Compliance with Florida Statute Chapter 255.05(1)(a)**

PERFORMANCE BOND NO.:	
PAYMENT BOND NO.:	
CONTRACTOR INFORMATION	Name: _____ Address: _____ Phone: _____
SURETY PRINCIPAL: BUSINESS INFORMATION	Name: _____ Address: _____ Phone: _____
OWNER INFORMATION	Name: <u>Greater Orlando Aviation Authority</u> Address: <u>One Jeff Fuqua Boulevard</u> <u>Orlando, Florida 32827</u> Phone: <u>(407) 825-2001</u>
BOND AMOUNT:	\$
CONTRACT NO. (if applicable):	T-
DESCRIPTION OF WORK:	
PROJECT LOCATION:	Orlando International Airport, Orlando, FL
AGENT INFORMATION	Name: _____ Address: _____ Phone: _____

**PAYMENT BOND FORM**  
**GREATER ORLANDO AVIATION AUTHORITY**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_, a corporation (hereinafter referred to as “Principal”), and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Florida, hereinafter referred to as “Surety”, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter referred to as Lessor, and \_\_\_\_\_, as Co-Obligee, hereinafter referred to as “Company”, in the Penal Sum of \_\_\_\_\_ DOLLARS ( \_\_\_\_\_ \$), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Company has entered into a Ground Transportation Concession Agreement with the Greater Orlando Aviation Authority dated February 1, 2022, which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Concession Agreement, and

**WHEREAS**, Principal has by written agreement dated \_\_\_\_\_, 202\_\_, entered into a contract, hereinafter referred to as the Contract, with Company, for the construction of improvements to the above-described real property in accordance with the plans and specifications prepared by \_\_\_\_\_, dated \_\_\_\_\_, which were approved by Lessor, and which are incorporated herein by reference and made a part hereof, and which are hereinafter referred to as the Plans and Specifications; ; and

**WHEREAS**, under the terms of the Concession Agreement, Company is required to indemnify and hold harmless Lessor from and against any and all claims of claimants, as defined in Sections 255.05(1) and 713.01(16), Florida Statutes, for improvements to the above-described real property, and is also required to provide a bond protecting the rights of such claimants to payment for services, labor, materials or supplies used directly or indirectly in the prosecution of the improvements to the above-described real property; and

**WHEREAS**, Surety is authorized to do business in the State of Florida;

**NOW, THEREFORE**, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Sections 255.05(1) and 713.01(16), Florida Statutes, supplying Principal with services, labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the improvements to the Premises as provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, to the extent applicable; and for the purpose of exempting any legal or equitable interest in real property owned by Lessor or the Company from liens, and complying with the requirements of Section 713.23, Florida Statutes, to the extent applicable.
2. It is a specific condition of this bond that a claimant’s right of action on the bond is limited to the provisions of Sections 255.05 and 713.23, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his services, labor, materials or supplies shall, within forty-five (45) days after beginning to furnish services, labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection. Any claimant who has not received payment for his services, labor, materials or supplies shall, within ninety (90)

days after performance of the services or labor or completion of delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the services or labor or delivery of the materials or supplies and of the nonpayment. No action for the services, labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the services or labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Concession Agreement or Contract entered into by Lessor, and/or Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Concession Agreement or Contract granted by Lessor to Company or by Company to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Concession Agreement or Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Lessor or, Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

4. Any changes in or under the Concession Agreement or Contract and compliance or noncompliance with any formalities connected with the Concession Agreement or Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Concession Agreement and/or the Contract.

**[SIGNATURE PAGE FOLLOWING]**

**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument under their several seals on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

WITNESSES:

“PRINCIPAL”

\_\_\_\_\_.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(SEAL)

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

WITNESSES:

“SURETY”

\_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(SEAL)

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

\_\_\_\_\_  
(Countersigned by Florida Registered Agent)  
Printed Name: \_\_\_\_\_

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

**EXHIBIT "E"**

**PERFORMANCE BOND**

**PERFORMANCE BOND FORM  
GREATER ORLANDO AVIATION AUTHORITY**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Florida, hereinafter referred to as "Surety," are held and firmly bound unto the Greater Orlando Aviation Authority as Obligee, hereinafter referred to as "Lessor," and \_\_\_\_\_, hereinafter referred to as "Company", as Co- Obligee, in the Penal Sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Company has leased from Lessor real property at the Orlando International Airport, in accordance with the Ground Transportation Concession Agreement, dated \_\_\_\_\_, 202\_, which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Concession Agreement; and

**WHEREAS**, Principal has by written agreement dated February 1, 2022, entered into a contract, hereinafter referred to as the Contract, with \_\_\_\_\_, for the construction of improvements to the above-described real property in accordance with the plans and specifications prepared by \_\_\_\_\_, dated \_\_\_\_\_, 202\_, which were approved by Lessor, and which are incorporated herein by reference and made a part hereof, and which are hereinafter referred to as the Plans and Specifications; and

**WHEREAS**, under the terms of the Contract, Principal is permitted or required to complete the improvements to the above-described property in accordance with the Plans and Specifications and the requirements of the Contract, and is also required to provide a bond guaranteeing the faithful performance of such improvements by the Principal; and

**WHEREAS**, Surety is authorized to do business in the State of Florida;

**NOW, THEREFORE**, the condition of this obligation is such that if Principal:

1. Promptly and faithfully completes and performs such improvements in accordance with the Plans and Specifications, and the Contract, in the time and manner prescribed therein,
2. Pays Lessor and Company all losses, damages (liquidated or actual), including, but not limited to, damages caused by delays in performance of the Principal, expenses, costs and attorneys' fees, including those incurred in appellate proceedings, that Lessor and/or Company sustains resulting directly or indirectly from failure of the Principal to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or from any breach or default by Principal under the provisions of the Contract in connection therewith, and
3. Pays Lessor and Company, in that order, all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services), including those incurred in appellate proceedings, that the Lessor and/or Company

sustain resulting directly or indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, their officers, agents, employees, independent contractors, or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal fails to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or to perform any of the terms, covenants and conditions of the Concession Agreement during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Lessor and Company for all such loss or damage, including reasonable attorneys' fees and other legal costs resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Lessor and Company harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Lessor's or Company's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Concession Agreement or the Contract entered into by Lessor, Principal and/or Company without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Concession Agreement or the Contract granted by Lessor to Company or Company to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Concession Agreement or the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings, or (iv) any other action taken by Lessor, Company, or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond shall be in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Concession Agreement or the Contract and compliance or noncompliance with any formalities connected with the Concession Agreement or the Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Concession Agreement and/or the Contract.

**[SIGNATURE PAGE FOLLOWING]**

**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument under their several seals on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered  
in the presence of:

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

(SEAL)

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Countersigned by Florida Registered Agent)  
Printed Name: \_\_\_\_\_

“PRINCIPAL”

\_\_\_\_\_.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

“SURETY”

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**NOTE:** If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.



EXHIBIT "F"

TAX ELECTION

ELECTION BY LESSEE, SERVICE CONTRACTOR, MANAGEMENT CONTRACTOR OR OTHER CONTRACTING PARTY (THE "CONTRACTING PARTY") DESCRIBED IN I.R.C. §142 (B) (11) (b) NOT TO CLAIM DEPRECIATION OR AN INVESTMENT CREDIT WITH RESPECT TO SUCH PROPERTY

- 1. Description of Property: New and expanded Terminal Facilities at Orlando International Airport, excluding only the equipment, trade fixtures and leasehold improvements which Contracting Party represents and warrants will be paid for with its own funds and not reimbursed by the Aviation Authority, such equipment, trade fixtures and leasehold improvements to be described on Schedule "A", executed by Contracting Party and the Aviation Authority and attached to this election promptly following completion of the Contracting Party's work.

2. Name, Address and Taxpayer Identification Number of the Contracting Party:

\_\_\_\_\_  
\_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

3. Name, Address and Taxpayer Identification Number of the Issuing Authority:

Greater Orlando Aviation Authority  
Orlando International Airport  
One Jeff Fuqua Boulevard  
Orlando, Florida 32837-4399

Taxpayer Identification Number: 59-1696799

4. Construction of the Property was financed with tax exempt bonds. Therefore, the undersigned, a duly authorized official of the Contracting Party, hereby elects (pursuant to Section 142 (b) (1) (B) (i) of the Internal Revenue Code) not to claim depreciation or an investment credit with respect to the Property described above. This Election is being made as in connection with the execution of a lease, service contract, management contract or other contract (the "Contract") pertaining to the Property.

Contracting Party understands that this Election is irrevocable, and that this Election is binding on all successors in interest under the Contract regardless of whether the obligations issued to provide the Property remain outstanding. Furthermore, the Contract, and any publicly recorded document recorded in lieu of such Contract, states that neither the Contracting Party nor any successor in interest under the Contract may claim depreciation or an investment credit with respect to the Property.

In addition, Contracting Party agrees that it shall not use any portion of the Premises for office space or alternatively (and subject to the terms of its Contract with the Greater Orlando Aviation Authority), shall limit its use of any portion of such Property for such office space so that no more than a de minimis amount (not more than five percent (5%)), if any, of the functions to be performed in such office space will

not be directly related to the day-to-day operations either at the Property or more generally at Orlando International Airport. Contracting Party agrees that this provision shall be binding upon any assignees, sublessees or other successors in interest.

The Issuing Authority is being provided with a copy of this Election concurrent with its execution. In addition, the Issuing Authority and the Contracting Party will retain copies of this Election in their respective records for the entire Term of the Contract.

\_\_\_\_\_.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

[CORPORATE SEAL]

VOLUME A - ITEM III-A

CONTRACT BOND FORM

CONTRACT BOND FORM FOR  
GROUND TRANSPORTATION CONCESSION AGREEMENT  
GREATER ORLANDO AVIATION AUTHORITY

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized under the laws of the State of Florida (hereinafter referred to as the "Principal"), and \_\_\_\_\_ a corporation of the State of \_\_\_\_\_, which is licensed to do business in the State of Florida (hereinafter referred to as the "Surety"), are held and firmly bound unto the Greater Orlando Aviation Authority (hereinafter called the "Aviation Authority") in the full and just sum of \_\_\_\_\_ (the "Sum") covering the period \_\_\_\_\_, 2022 through \_\_\_\_\_, 2025, inclusive, to the payment of which Sum and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, under the terms of that Ground Transportation Concession Agreement (hereinafter referred to as the "Agreement"), by and between the Principal and the Aviation Authority, the Principal shall manage and operate the Aviation Authority's Ground Transportation Concession at Orlando International Airport pursuant to the Agreement, and such Agreement is hereby incorporated herein by reference and made a part hereof;

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if the Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said Agreement set forth and specified to be by the Principal kept, done and performed at the time and in the manner specified in said Agreement, and the Principal shall pay over, make good, and reimburse to the Aviation Authority, all sums required by it to be paid, and all loss and damage (including reasonable attorneys' fees) which the Aviation Authority may sustain by reason of any failure or default on the part of the Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that the Principal shall default in any of the terms, covenants and conditions of the Agreement during the period in which this Contract Bond is in effect, the Surety shall remain liable to the Aviation Authority beyond the date of the expiration hereof for all sums provided for in the Agreement remaining unpaid as of the date of expiration of this Contract Bond and for all loss or damage (including reasonable attorneys' fees) resulting from such default up to the amount of the Sum.

In the event that Principal becomes a debtor under any chapter of the Federal bankruptcy laws, or becomes subject to any other statute providing for the recovery of transfers of payments or property, the obligations of the Surety hereunder shall include the obligation to reimburse the Aviation Authority for any transfers or payments under the Agreement made by Principal to the Aviation Authority prior to the commencement of such proceedings to the extent that such transfers or payments are voided and recovered from the Aviation Authority by Principal, or by a creditor of Principal, or by a trustee, receiver, custodian or similar official appointed for Principal or for substantially all of Principal's assets. Provided, however, that the obligations set forth in the preceding sentence shall be reduced pro tanto upon: (1) the entry of a final, non-appealable order of a court of competent jurisdiction permitting the Aviation Authority to retain all or any portion of such transfers or payments; (2) the execution of an agreement and approval thereof (if in the reasonable exercise of the Aviation Authority's judgment such approval is necessary) by a final non-appealable order of a court of competent jurisdiction permitting the Aviation Authority to retain all or any

portion of such transfers or payments; or (3) the expiration of the applicable statute of limitations with respect to the avoidance and recovery of such transfers or payments without any claim therefore having been made against the Aviation Authority.

In the event the Surety fails to fulfill its obligations under this Contract Bond, then the Surety shall also indemnify and save the Aviation Authority harmless from any and all loss, damage, cost, and expense (including reasonable attorneys' fees) arising from or in connection with the enforcing of the Surety's obligations hereunder. This paragraph shall survive the expiration of this Contract Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's pursuit of its remedies against Principal. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by the Aviation Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with, or of any default under, the Agreement granted by the Aviation Authority to the Principal without the Surety's knowledge or consent, or (iii) the rejection of the Agreement and the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under the Federal bankruptcy laws, and as the same may hereafter be amended, or under any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or the assumption by Principal of the Concession as a result of any such proceeding, notwithstanding the finding by a court of competent jurisdiction that Principal has provided the Aviation Authority with adequate assurance of future performance under the Agreement.

This Bond has been negotiated and executed in and shall be governed by and construed in accordance with the laws of the State of Florida. The execution of this Contract Bond by Surety shall constitute Surety's consent in the event of any litigation arising under this Contract Bond to the personal jurisdiction of, venue in and, convenience of the forum of the Circuit Court for Orange County, Florida and the U.S. District Court for the Middle District of Florida for such purposes.

**[THIS SPACE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the Principal and the Surety have caused these presents to be executed and their seals affixed this \_\_ day of \_\_\_\_\_, 202\_.

Signed, sealed and delivered  
in the presence of:

WITNESSES: \_\_\_\_\_  
"PRINCIPAL"  
\_\_\_\_\_.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(SEAL)

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

WITNESSES: \_\_\_\_\_

\_\_\_\_\_  
"SURETY"  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(SEAL)

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

\_\_\_\_\_  
(Countersigned by Florida Registered Agent)  
Printed Name: \_\_\_\_\_

**NOTE:** If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

VOLUME A - ITEM III-B

**IRREVOCABLE STAND-BY LETTER OF CREDIT**

**IRREVOCABLE STAND-BY LETTER OF CREDIT FOR  
GROUND TRANSPORTATION CONCESSION AGREEMENT  
GREATER ORLANDO AVIATION AUTHORITY**

\_\_\_\_\_ [Date]

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

EXPIRY DATE: \_\_\_\_\_

AGGREGATE AMOUNT: \_\_\_\_\_ and \_\_\_/100 Dollars

BENEFICIARY: Greater Orlando Aviation Authority  
One Jeff Fuqua Boulevard  
Orlando, FL 32827-4399

Dear Sir or Madam:

On behalf of \_\_\_\_\_, (the "Company"), we hereby issue this irrevocable stand-by letter of credit (the "Letter of Credit") in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each draft hereunder must state "Drawn on \_\_\_\_\_ [Bank Name] Irrevocable Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_ 202\_ ", and must be accompanied by a Statement of Certification in the form attached hereto as Exhibit A (which is incorporated in this Letter of Credit by this reference). Such Statement of Certification must be signed by the Chief Financial Officer or the Chief Accountant of Revenue Control of the Greater Orlando Aviation Authority (the "Aviation Authority"), or by his or her designee, and must provide the certification required in A and either B or C, or both:

- A. Certification that Company has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Ground Transportation Concession Agreement, dated February 1, 2022, as may be amended from time to time (the "Agreement"), by and between Company and the Aviation Authority; and,
- B. Certification of (i) the amount of damages and expenses which, in his determination, the Aviation Authority has suffered or incurred as a result of such failure by Company, and/or (ii) the amount of any fees, charges and other sums past due and remaining unpaid from Company to the Aviation Authority under such Agreement, together with the amount of any interest thereon to the extent required or allowed under such Agreement; and/or
- C. Certification (1) that Company has failed to provide to the Aviation Authority a contract bond or stand-by letter of credit to replace this Letter of Credit on or before the date such replacement was due under such Agreement, or in the form required or otherwise in accordance with the requirements of the Agreement, and (2) certification of the amount of the required replacement contract bond or letter of credit.

Each draft drawn hereunder shall be in an amount which does not exceed, as applicable, such total amount of damages and expenses and fees, charges and other sums past due and remaining unpaid, together with any interest thereon, and/or the amount of the required replacement contract bond or letter of credit, as certified in the Statement of Certification submitted with such draft.

Additionally, each draft drawn hereunder shall be paid from the funds of \_\_\_\_\_ **[Bank Name]**. If a drawing is made hereunder at or prior to 11 a.m., Eastern Standard or Daylight Savings Time (whichever is applicable), on a business day, payment shall be made to the Aviation Authority or to its designee of the amount specified at our branch where such drawing is made, in immediately available funds, not later than 3 p.m., Eastern Standard or Daylight Savings Time (whichever is applicable), on the same business day or such later time and business day as you may specify. If a drawing is made by your after 11 a.m., Eastern Standard or Daylight Savings Time (whichever is applicable), on a business day, payment shall be made to the Aviation Authority or to its designee of the amount specified, in immediately available funds, not later than 3 p.m., Eastern Standard or Daylight Savings Time (whichever is applicable), on the next business day thereafter, or such later time and business day as the Aviation Authority may specify.

This Letter of Credit is deemed to be automatically extended without amendment for one (1) year from the expiration date of the Agreement, or any future expiration date, unless the Aviation Authority is notified by the Bank ninety (90) days prior to any expiration date of the Agreement by the \_\_\_\_\_ **[Bank Name]** by Registered Mail that \_\_\_\_\_ **[Bank Name]** elects not to renew the Letter of Credit for any such additional period.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Rev.), International Chamber of Commerce Publication No. 600 ("UCP 600"), and Article 5 of the Uniform Commercial Code of the State of Florida; in the event of any conflict, UCP 600 will control. Except that, notwithstanding the provisions of Article 17 of UCP 600 to the contrary, if this Letter of Credit would have otherwise expired by its terms during a period when Bank's business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for ninety (90) days following the date of our resumption of normal business operations.

We hereby engage with \_\_\_\_\_ **[Bank Name]** that all drafts drawn hereunder in compliance with the terms of this Letter of Credit will be duly honored upon presentation to us as provided herein.

\_\_\_\_\_ **[Bank Name]**

By: \_\_\_\_\_

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

**GROUND TRANSPORTATION CONCESSION AGREEMENT  
GREATER ORLANDO AVIATION AUTHORITY**

**STATEMENT OF CERTIFICATION FORM**

TO: \_\_\_\_\_ [Bank Name]

DATE: \_\_\_\_\_, 202\_

RE: \_\_\_\_\_ [Bank Name]

Irrevocable Letter of Credit Number \_\_\_\_\_

The undersigned, who is either the Chief Financial Officer or the Chief Accountant of Revenue Control of the Greater Orlando Aviation Authority (the "Aviation Authority"), or is his or her duly authorized designee, hereby certifies to \_\_\_\_\_ [Bank Name] that [A and either B or C, or both, are required]:

A. \_\_\_\_\_ (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Ground Transportation Concession Agreement, dated February 1, 2022, by and between Company and the Aviation Authority, as amended from time to time (the "Agreement"); and that

B. In the determination of the undersigned, the amount of damages or expenses which the Aviation Authority has suffered or incurred as a result of such failure by Company, and/or the amount of any fees, charges or other sums past due and remaining unpaid from Company to the Aviation Authority under such Agreement, together with the amount of any interest thereon to the extent required of allowed under such Agreement, totals \$ \_\_\_\_\_; and/or

C. Company has failed to provide to the Aviation Authority a replacement contract bond or stand-by letter of credit on or before the date required in the Agreement, or has failed to provide the same in the form required or otherwise in accordance with the requirements of the Agreement, and that the amount of the required replacement bond or letter of credit is \$ \_\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

GREATER ORLANDO AVIATION AUTHORITY

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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