

**RAPID CITY REGIONAL AIRPORT BOARD
CITY OF RAPID CITY**

And

**RENTAL CAR LEASE &
CONCESSION AGREEMENT**

Approved: December 19, 2023

Effective: January 1, 2024 – December 31, 2028

Rapid City Regional Airport
Rapid City, South Dakota

Exhibit A – Specimen Agreement

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Rental Car Lease & Concession Agreement

This Agreement made and entered into between the City of Rapid City, a municipal corporation by and through the Rapid City Regional Airport Board, hereinafter collectively called Lessor, and _____, hereinafter called Lessee. This agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the Lessor and Lessee with respect to the subject matter hereof.

WHEREAS, Lessor owns, operates and maintains the Rapid City Regional Airport hereinafter Airport; and

WHEREAS, the Lessor has the right to lease premises and facilities at the Airport and to grant rights and privileges with respect thereto; and

WHEREAS, pursuant to the Lessor’s Request for Proposals dated September 1, 2023, attached hereto and incorporated herein as Exhibit H, the Lessor has advertised for proposals for the non-exclusive privilege of operating a Rental Car Concession (as hereinafter defined) at the Airport; and

WHEREAS, Lessee is one of the successful respondents and desires to operate a Rental Car Concession at the Airport in accordance with the terms and conditions set forth herein and in the Proposal attached and incorporated herein as Exhibit I.

NOW, THEREFORE, for and in consideration of the premises and mutual undertakings of the parties, it is agreed as follows:

ARTICLE 1 – DEFINITIONS

- A. “Agreement” means this Rental Car Lease & Concession Agreement between the Lessor and Lessee, as such agreement may be amended from time to time through the execution of an addendum.
- B. “Agreement Year” means the 12-month period commencing on January 1 and each subsequent 12-month period falling wholly or partly within the Term or any extension options. For purposes of the initial Agreement Year such year shall commence on the January 1, 2024, and end on December 31, 2024.
- C. “Airport” means the Rapid City Regional Airport located in Pennington County, South Dakota.
- D. “Airport Executive Director” means the Lessor’s Airport Executive Director (AED), or when duly designated, his or her representative or representatives.
- E. “Airport Premises” means the entire Airport property including, but not limited to, the general aviation area of the Airport.

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- F. “Car Rental Contracts” means the written agreement under which an Automobile is rented at the Airport to a Customer by an On-Airport Rental Car Company.
- G. “CFC” means Customer Facility Charge.
- H. “Concession Fee(s)” means the amount paid by the Lessee for the privilege of operating the Rental Car Concession pursuant to this Agreement, which may be either the MAG or a percentage of Gross Revenues or both. In addition, Concession Fee(s), a pass through fee to the customer, will be disclosed and listed as a fee not as a tax. Concession fee must be charged to all customers, and also charged in a fair and consistent manner. The Lessee will not collect more than the 11% established in this Agreement for the Airport Percentage Fee unless modified by the Lessor.
- I. “Customer” means any person or entity that rents, leases or obtains a vehicle from or through Lessee on the Airport Premises or at an Off-Airport location in Rapid City where Lessee directed or transported such person or entity from the Airport.
- J. “Effective Date” means January 1, 2024.
- K. “Gross Revenues” means all revenues paid or due to the Lessee whether by cash or credit arising out of or in connection with its Rental Car Concession operations at the Airport, including, without limitation: (a) all time and mileage revenues and all revenues from the sale of personal accident insurance, or any insurance of a similar nature; and (b) all other revenues paid or due to the Lessee arising out of or in connection with its operations at the Airport including charges to customer for the privilege of renting an automobile at the Airport and returning it to a location other than the Airport. Gross Revenues shall not include: (i) amounts of any Federal, State or municipal taxes separately stated and collected from customers of Lessee; (ii) any Customer Facility Charges collected by the Lessee; (iii) amounts for credits, refunds, or adjustments to customers for transactions within the same month of the transaction and prior to the submission of payment to Lessor; (iv) sums received by reason of the Lessee’s disposal of personal property; (v) sums received by the Lessee from its customers for traffic tickets, parking tickets, highway tolls, towing charges, impound fees, and other similar governmental fines and charges actually paid by Lessee on behalf of such customers; (vi) sums received by Lessee for pass-through charges collected by the Lessee from its customers with respect to damage repair, parts replacement, and extraordinary cleaning of vehicles, and towing and transporting of damaged vehicles, rented by such customer, and replacement of keys for such vehicles; (vii) all Concession Fees; and (viii) all sums received by the Lessee for damage to Lessee’s vehicles or Lessee’s property or premises, or from loss, conversion or abandonment of vehicles (without mark-up or additional fees. The retroactive adjustment by the Lessee of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any purpose, is prohibited. No deductions shall be allowed from Gross Revenues for a payment of franchise taxes or taxes levied on concession activities, facilities, equipment, or real or personal property of Lessee.

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- L. “Hazardous Substances” means asbestos and any toxic, dangerous, or hazardous waste, substance, or material under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, the Resource Conservation and Recovery Act, and so-called Superfund or Superlien law, or any other federal, state, or local, statute, law, ordinance, code, rule, regulations, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.
- M. “Minimum Annual Guarantee” or “MAG” means the minimum amount payable as the amount which the Lessee is required to pay to the Lessor for the privilege of operating the Rental Car Concession, as more precisely described herein.
- N. “Monthly Operating Statement” means the monthly statement by the Lessor generally in the form prescribed by the Lessor from time to time.
- O. “Overflow Lot” means the area designated from time to time by the AED for the storage of excess car rental inventory.
- P. “Percentage Fee” means 11 percent of the Lessee’s Gross Revenues.
- Q. “Premises” means those premises described in Article 2, Section A and as shown on Exhibit A as well as all improvements, and buildings, fixtures and other improvements located thereon. Premises shall include the Terminal Office and Counters, the QTA Facility and the Rental Car Return Lot.
- R. “Proposal” means the response submitted by Lessee pursuant to the Request for Proposals issued by Lessor on September 1, 2023.
- S. “Quick Turn Around Facility” or “QTA” means the facility consisting of three specific areas: Detail Bay Facility, Car Wash Facility, and Fueling Facility.
- T. “Rate Effective Date” means the date the CFC rate becomes effective.
- U. “Rental Car Concession” means that rental car business operated by Lessee on the Airport pursuant to the Lessee’s proposal and this Agreement.
- V. “Rental Car Return Lot” means the area designated by the Airport Executive Director as the common use area for rental car ready inventory and returns.
- W. “Term” means the term of this Agreement as defined in Article 3, herein.
- X. “Transaction Day” means a continuous 24 hour period, or any part thereof, for the calculation of the Customer Facility Charge. However, if the same automobile is rented to more than one customer within such continuous 24 hour period, then each such rental shall be calculated as a “Transaction Day,” except that a partial day that is a grace period of no more than 2 hours after the last 24-hour day booked shall not be considered a Transaction Day.

ARTICLE 2 – PREMISES

- A. Facilities Leased. Lessor agrees that for the monthly rentals paid as herein provided, Lessee shall receive and be entitled to use in common with others at the Airport the Premises as set forth in Exhibit A. Such Premises shall consist of _____ square feet of certain office and counter space in the Passenger Terminal Building; _____ spaces in the rental ready and return parking lot; and QTA. The spaces in the rental ready and return parking lot will be reallocated once during the Term of this Agreement. The reallocation will occur during the first quarter of Year Three of the Agreement based on the prior calendar year's market share.

Subject to the terms and provisions of this Agreement, the Lessee accepts the Premises in its "AS IS" condition as existing as of the Effective Date, and agrees that the Lessor has made no representations or warranties regarding the condition of the Premises or its suitability for the Lessee's proposed use.

- B. Use. The Lessee agrees to the following:

1. The Passenger Terminal Building office and counter space shall be used only for purposes in connection with and incidental to the business of providing a Rental Car Concession at the Airport and for no other purpose;
2. The ready and return spaces shall be used for the purpose of parking "ready cars" or "returning cars" and storing surplus cars in connection with the Rental Car Concession and for no other purpose;
3. The usage of the QTA by the Lessee shall be limited to Lessee's on-site rental automobiles only. The use and maintenance of the QTA other than the Detail Bay Facility shall be in common with other Rental Car Concession Lessees, including Lessee. As such, Lessee is obligated, without cost to the Lessor, to maintain the interior of its exclusive use portion of the QTA and every part thereof in good order, repair and safe operating condition. Lessor shall be the sole judge of good order, repair and safe operating condition;
4. The usage of the Car Wash Facility will be equally available to all Rental Car Concession Lessees, including Lessee, on a first come-first served basis. The Airport shall determine when the Car Wash Facility is available for use by the Lessee during periods of cold temperatures. The Lessor may shut down the Car Wash Facility when the temperature is forecast to be lower than 15 degrees Fahrenheit.
5. The Detail Bay in the QTA Facility is to be used for the main purpose of detailing rental automobiles. The Detail Bay will be used only for rental car wash preparation, final detail, windshield/window repairs, and minor paintless dent repairs. Prohibited uses of the Detail Bay include, but are not limited to, battery changing; changing or filling of any vehicle oils, grease or fluids (except windshield wash fluid); the maintenance and/or repair of mechanical, electrical,

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chassis, exhaust and/or other vehicle systems; body repairs beyond minor paintless dent repairs that require sanding, painting and/or chemical application; and interior maintenance beyond cleaning, shampooing and vacuuming.

- C. Public Space. Lessee, its agents, employees, servants, passengers, customers and invitees are authorized to use, in common with the general public, public space in the Passenger Terminal Building and public streets, roads and driveways in the vicinity of the Passenger Terminal Building.
- D. Telephone Services. The telephone system in the Passenger Terminal Facility is owned by the Lessor and is provided to the Lessee for use in conducting its business operations. No other telephone system may be installed or operated by the Lessee without the express written consent of the Lessor. Lessee agrees to pay for the usage of telephone system as per the Airport Board's current rates and charges. Lessor will maintain the Equipment in good working condition and Lessee will be responsible for any damages caused by Lessee. Lessee agrees to contact the Lessor for any changes or issues with service or equipment.
- E. Overflow. Additional overflow and ready and return parking spaces, if needed, shall be made available by Lessor through its Airport Executive Director.
- F. Vehicle Deliveries. Vehicle deliveries and pick-ups shall take place in areas of the Airport designated by the Airport Executive Director and at no other locations.
- G. Employee Parking. Lessee's employee shall be provided parking space in an employee parking lot for their privately owned vehicles. The Airport reserves the right to collect a reasonable monthly parking charge and designate where employees park. Employees' personal vehicles are not permitted to be parked in the ready/return lot or the overflow lot.
- H. Right of Access, Ingress and Egress. Lessee shall have full, free and unrestricted access and ingress to and egress from the Premises for all purposes contemplated by this Agreement for itself, its employees, agents, business visitors, guests, patrons, invitees or suppliers. Access to security sensitive Airport operations areas will be in strict compliance with any FAA/TSA regulations in effect during the term of this Agreement.
- I. Customer Complaints. In the event the Lessee receives or the Lessor receives and forwards to Lessee any written complaint concerning the Lessee's operation of the Rental Car Concession, the Lessee shall promptly respond to such complaint in writing within 30 days of receipt and make a good-faith attempt to explain, resolve or rectify the cause of such complaint. The Lessee shall keep a copy of such complaint and the response for a period of one year from the date of such complaint and shall make the complaint and response available to the Lessor upon request.
- J. Car Sales. The Lessee shall not sell any automobiles from the Premises or the Airport.

ARTICLE 3 – TERM

- A. Term. This Agreement shall commence on January 1, 2024, and expire on December 31, 2028. Upon the termination of this Agreement, if there is no successful rebid, Lessee shall remove all of its personal property from the Premises and restore the area to its original condition to the satisfaction of Lessor within 30 days of the date of termination.
- B. Expiration, Holding Over. Upon the termination of this Agreement or the expiration of the Term hereof, Lessee agrees to immediately remove all its personal property and surrender the Premises to Lessor. If Lessee shall fail to remove its personal property as herein provided, Lessor may effect such removal at Lessee's expense. If Lessee should hold over and remain in possession of the Premises after the expiration of the term provided by this Agreement, such holding over shall be on the same terms and conditions as herein provided but Lessee shall hold on a month-to-month basis, subject to eviction at any time.

ARTICLE 4 – RENTALS AND FEES

- A. Calculation of Concession Fees. The Lessee agrees to pay to the Lessor monthly for the rights and privileges granted to it herein, for each Agreement Year, the greater of (a) the Percentage Fee; or (b) the Minimum Annual Guarantee (MAG). The MAG for Agreement Year One shall be _____Dollars (_____) which is a MAG based on an Agreement Year from January to December, and shall be payable in 12 equal monthly installments on or before the first of the month.

The MAG for each year thereafter shall be equal to the greater of (i) ninety percent (90%) of the prior Agreement Year's Percentage Fees, or (ii) the Year One MAG, whichever is greater. In no event shall the MAG be less than the Year One MAG.

In the event Lessee's cumulative payments for the Agreement Year equal or exceed the MAG, Lessee shall be relieved from the obligation to pay one-twelfth (1/12) of the MAG on or before the first of each month and shall only be obligated to make its Percentage Fee payment on or before the tenth of the subsequent month for the remainder of the Agreement Year.

- B. Reconciliation. In the event an annual statement, as required under Article 5.B., indicates overpayment of Concession Fees to the Lessor, Lessee shall subtract the amount of the overpayment from its next monthly MAG payment; except that, if, after the last Agreement Year of this Agreement, Lessee is no longer a Lessee at Airport, such settlement shall be made as a reimbursement from the Lessor to the Lessee, provided Lessee is not in default under the terms of this Agreement. At the end of each Agreement Year, any concession fees due to the Airport based on the calculation in this Section B will be due by the last day of February of the next Agreement Year. This provision shall survive the termination of this Agreement.

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- C. Abatement. The Lessee may petition the Lessor to waive the MAG if during this Agreement if for any reason the number of passengers deplaning on scheduled airline flights at the Airport during any calendar year shall be less than seventy-five (75%) of the number of such deplaning passengers (in accordance with such traffic records as are maintained by the Airport) in the calendar year period of the preceding year and the Lessee satisfactorily demonstrates to the Board that, through no fault of its own, the operation of the Lessee's rental car business at the Airport has been impacted by such decrease in deplaning passengers.. During said period of time, the Lessee shall continue to pay the Airport the monthly percentage. The Lessor reserves the right to determine when the applicable MAG requirements will be reinstated should the petition for abatement be granted.
- D. O&M Rate. All operating and maintenance costs including expenses, fees, and utilities of the QTA detail bays and QTA common use areas will be allocated among the Rental Car Concession Lessees, including Lessee, hereinafter referred to as the O&M Rate. The O&M Rate will be a fixed rate charge based on the total cost of operation per square foot as reflected in the Lessor's current Rates and Charges approved by the Airport Board. Lessee shall pay the O&M Rate monthly by the 1st of the month. Lessor shall have no obligation to invoice Lessee for the O&M Rate.
- E. Car Wash Rate. All operating and maintenance costs including expenses, fees and utilities of the Car Wash will be paid for by all Rental Car Concession Lessees, including Lessee, on a per car wash basis, hereinafter referred to as the Car Wash Rate. The Car Wash Rate will be established annually through the Lessor's current Rates and Charges as approved by the Airport Board. Lessor will invoice Lessee based on usage reports with Car Wash charges paid in arrears by the 10th of the month.
- F. Fuel Rate. Lessee will be charged for fuel on a per gallon basis at Lessor's cost plus an administrative fee, hereinafter referred to as the Fuel Rate, as reflected in the Lessor's current Rates and Charges approved by the Airport Board. Lessor will invoice Lessee based on usage report with Fuel Rate charges paid in arrears by the 10th of each month.
- G. Overflow Lot Rate. Lessee will be charged for the use of the Overflow Lot at the rate established by the current Rates and Charges approved by the Airport Board. Lessee shall pay the Overflow Lot Rate monthly by the 1st of the month. Lessor shall have no obligation to invoice Lessee for the Overflow Lot Rate. The Lessor does not currently charge an Overflow Lot Rate and will consult with the Lessee prior to the imposition of such a rate.
- H. Annual Adjustment. All rates and charges shall be subject to annual adjustment by the Lessor. Lessor has the option and the right to implement adjustments prior to the annual adjustment. A 30 day notice of any changes to the rates and charges will be provided to all Rental Car Concession Lessees.
- I. Customer Facility Charge. Lessee shall collect a Customer Facility Charge (CFC) in the amount of Five Dollars (\$5.00) for each Transaction Day for a maximum of fourteen (14) Transaction Days. The CFC shall be used for capital improvements including but not

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limited to major maintenance repairs of the Premises, other capital projects and consulting services relating to rental car operations and/or serving rental car customers. In the event that the Board raises or lowers the CFC during the Term, Lessee agrees to collect the CFC at the new rate without need for any amendment or addendum to this Agreement. Lessor shall provide the Lessee with thirty (30) days written notice prior to any such CFC rate adjustment. Lessor and Lessee shall meet periodically to discuss the uses of the CFC. Exhibit B sets forth rules and regulations regarding the collection of a CFC.

- J. Payments. Payments of rents and all other charges as set forth in this Article will be in legal tender and submitted to:

Rapid City Regional Airport
4550 Terminal Road, Suite 102
Rapid City, South Dakota 57703-8706

Payment of rents and all other charges shall be delinquent if not paid prior to the tenth day of the month in which they are due. Late or unpaid rents and charges will bear a fee based on the Airport Board current Rates and Charges.

ARTICLE 5 – RECORDS AND AUDITS

- A. Monthly Data Request. Lessee agrees to provide Lessor with performance data on a monthly basis. Such data shall include number of Transactions, Transaction Days, and Gross Revenues by category as further described in Exhibits D and E. Such data shall be reported prior to the tenth day of the month following the month being reported.
- B. Annual Statement of Gross Revenues. Within 90 days following the end of each Agreement Year without demand by the Lessor and at its own cost and expense, the Lessee shall provide to the Lessor an “Audited Schedule of Gross Revenues and Concession Fees Paid,” as set forth below, accompanied by a certification that such Schedule is true and accurate by the Lessee’s Chief Financial Officer. Upon written request by the Lessor, the Lessee will provide certification of such Schedule by an independent auditor expressing an unqualified opinion on such schedule as of the end of that Agreement Year, prepared in accordance with generally accepted auditing standards and certified by an independent certified public accountant and who is not an employee of the Lessee. Such opinion should state that all receipts derived from the Rental Car Concession provided by the Lessee at the Airport which are required to be included in Gross Revenues, have been so included and to the best knowledge of the individual providing such opinion, the information provided on the “Audited Schedule of Gross Revenues and Concession Fees Paid” is true, accurate and complete.

The “Audited Schedule of Gross Revenues and Concession Fees Paid” shall set forth, both for the month of the applicable Agreement Year and cumulatively for the applicable Agreement Year, the following:

1. Gross Revenues by category;

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2. Concession Fee the Lessee actually paid to the Lessor; and
 3. Difference, if any, between the Concession Fees due and owing pursuant to Article 4 and the Concession Fees Lessee actually paid to the Lessor.
- C. Inspection of Records. Lessee agrees to maintain accurate books, records, and accounts of all revenues received from Lessee's business authorized under this Agreement. Lessee further agrees to make such books, records, and accounts available at any time, Monday through Friday, 9:00 AM to 5:00 PM for inspection by Airport Executive Director or his/her designated representative. Lessor shall provide 24 hour notice to Lessee of Lessor's desire to inspect the records. Further, Lessor shall maintain such books, records and accounts for a period of not less than 36 months from the end of each Agreement Year.
- D. Audit. Lessor will, at any time, have the right to cause an audit of the business revenue records of Lessee to be made by a Certified Public Accountant of Lessor's selection, and if the financial statements previously made to Lessor by Lessee are found to be intentionally understated in any respect or to be understated (either intentionally or unintentionally) by a greater margin of three percent of Lessee's actual Gross Revenues for the period of review, then Lessee will immediately pay to Lessor the costs of such audit, as well as the additional payments shown to be payable with the commensurate late payment interest charges calculated to Lessor by Lessee. Lessor's right to cause an audit of the business revenue records of Lessee will be limited to a period not greater than the preceding 36 months. If such audit discloses any willful and intentional inaccuracies, this Agreement, at the sole discretion of the Lessor and as a cumulative remedy, may be thereupon canceled or terminated.

ARTICLE 6 – CONDUCT OF BUSINESS

- A. Attending Counter. The automobile rental counter located in the Passenger Terminal Building shall be attended by Lessee and open during reasonable hours as determined by the Airport Executive Director. Hours of operation will be conspicuously posted by Lessee at the counter for public knowledge of said hours.
- B. First Class Operations. Lessee shall operate its automobile rental business in a first class manner and shall keep the areas the use of which is granted hereby, in a neat, attractive, orderly, and safe condition at all times, except with respect to maintenance services to be furnished by Lessor as hereinafter provided and more specifically described in Exhibit C.
- C. Operating Expense. Except as otherwise specifically provided herein, Lessee shall bear at its own expense all costs of operating and maintaining the Rental Car Concession. Lessee shall promptly pay all expenses incurred in the operation of its Rental Car Concession.
- D. ADA Accommodations. Lessee shall operate its automobile rental business in compliance with the Americans with Disabilities Act and shall accommodate individuals with disabilities who are utilizing its services. Lessor shall provide drive-up service to individuals who request the accommodation and shall otherwise ensure that the vehicle is

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accessible to the individual, at pick-up and at drop-off. Upon request of Lessor, Lessee shall provide written documentation of individuals with disabilities who are utilizing Lessee's services.

- E. Snow Removal. Lessee shall perform snow removal operations in the parking lot for ready and return car rentals and the car wash/fueling area. Lessor shall be responsible for snow removal of public streets, roads, driveways and sidewalks. It is explicitly understood that Lessor's priority shall be given to snow removal of runways, taxiways, aircraft parking aprons, and public streets, roads and driveways. The Lessor and Lessee agree that they will work together to resolve any issues relating to snow removal of the sidewalk leading from the rental return lot to the terminal facility.
- F. Utilities. Lessor shall provide heating, ventilation and air conditioning to Lessee's counter and office space, and shall provide electrical and telephone conduit and an electrical meter for the Premises located in the Passenger Terminal Building. Lessor shall also provide water line and metering to the car wash location. Prior to installation of any telecommunications, computers or other communications equipment, Lessee must coordinate with the Airport Executive Director.
- G. Taxes. Lessee shall pay all taxes or assessments that may be levied against any personal property of the Lessee situated at the Airport.
- H. Automobiles. Rental automobiles made available hereunder shall be supplied in sufficient quantity, as determined by the Airport Executive Director, and be maintained at Lessee's sole expense, in good operating order, free from known mechanical defects, and in clean, neat, and attractive condition, inside and out.
- I. Laws and Regulations. Lessee, its employees, agents, and servants shall at all times comply with the laws and regulations of the United States of America, the State of South Dakota, the City of Rapid City and all applicable ordinances, codes, and regulations governing the operation of the Airport.
- J. Signs. Lessee shall install only such signs as are approved by the Airport Executive Director, and in accordance with standard specifications adopted in ordinance form or regulation by the City of Rapid City. It is expressly understood that no signs will be permitted advertising, referring to, or indicating rental rates or charges.

Lessor will provide Lessee with a monitor to display their digital signage if so desired. All content must pre-approved by the Lessor through its Airport Executive Director.
- K. Assignment or Subletting. Lessee shall not assign this Agreement, sublet the concession or any part thereof, or sublet Premises occupied hereunder, or any part thereof, without the prior written consent of the Airport Board.
- L. Inspection Rights. The Airport Executive Director shall have at all times the full and unrestricted right to enter the Premises for the purpose of inspecting or protecting such areas and of doing any and all things which Lessor is obligated to do as set forth or which

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may be deemed necessary for the proper general conduct and operation of the Airport in the exercise of police power of the City of Rapid City.

- M. General Control of Airport. The Airport Executive Director shall at all times have the right to control all activities of the Lessee, Lessee's agents, employees, patrons, guests and vendors relative to their use of the terminal building, parking lots, driveways, roadways, aircraft maneuvering areas, and all other Airport facilities. The Lessee agrees to abide by any and all rules reasonably adopted during the term of this Agreement by the City of Rapid City, Airport Board or the Airport Executive Director in exercise of their duties. It is further understood that Lessor shall have the right to restrict access, including banning of Lessee's agents, employees, patrons, guests and vendors from Airport for failure to comply with laws, regulations, ordinances, codes, and airport rules to include posted traffic signage the operation of vehicles on Airport property.
- N. Counter Space Relocation. Lessor shall have the right to move the counter area space and counter in the event of remodeling or expansion during the Term of this Agreement. Lessor shall at all times furnish reasonably adequate facilities to Lessee, and in the event of relocation, shall provide comparable facilities.
- O. Branding. Lessee shall be permitted to only operate the following brand(s) during the Term of this Agreement: _____.
1. If Lessee is dual-branding, Lessee must keep accurate, separate reporting for each of the brands offered. Such reporting will be consistent with the requirements of this Agreement.
 2. The MAG shall be per concession regardless of whether single or dual branded.
- P. Any changes to the Premises as a result of the RFP process will be paid for by the successful respondent who selects new Premises.

ARTICLE 7 – CONSTRUCTION AND MAINTENANCE OF PREMISES

- A. Construction. Any and all planned improvements, i.e., structural, pavement, signage, landscaping, etc. shall comply with all applicable statutes, codes, rules and regulations. Written specifications from Lessee for such improvements must be submitted to Lessor and receive prior Airport Board approval.
- B. Maintenance. The Lessee shall at all times keep and maintain any structure built by the Lessee in the leased office space, parking lot and QTA facility space, together with any incidental or other equipment or appliance installed or used by Lessee, in a good, safe and serviceable condition of repair and shall maintain all of the same, and the premises in and about them occupied by Lessee in a safe, clean and neat condition and more specifically described in Exhibit C attached hereto and made a part of this Agreement. No outside storage will be allowed on the Premises. Specifically, Lessee shall provide at

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its own expense custodial and cleaning services, supplies, and any exclusively used equipment that may be necessary or required in the operation.

- C. Refuse. Trash and other wastes in the Rental Car Return Lot shall be properly removed or disposed of by the Lessee, at the Lessee's sole expense using facilities provided by the Lessor, except where stated otherwise in Exhibit C. This includes the trash cans located on the west end of the terminal near the Rental Car Return Lot. Lessee shall be responsible for hazardous waste disposal in accordance with all applicable laws, rules or regulations at Lessee's expense.
- D. Right of Repair. Lessor has the right to enter and inspect the Premises when deemed necessary. If any structure, pavement or improvement falls into a state of disrepair or becomes unsightly, then upon 30 days written notice, Lessor has the right to make repairs, the cost of which shall be paid by the Lessee, which right is cumulative and in addition to other remedies and further, Lessor shall have no obligation to make such repairs, except at its own option.

ARTICLE 8 – QTA FACILITY

Lessor shall maintain and repair all improvements on the exterior of the QTA Facility including garbage removal, light bulb replacement, and pavement maintenance and repairs. Except as specifically provided for elsewhere in this Agreement, Lessor shall maintain and repair all improvements on the interior of the QTA Facility, including furnishings, fixtures, equipment and floor coverings. All such maintenance, repairs and replacements shall be of a quality of material and workmanship equal to the original. The cost of said maintenance and repairs shall be paid for by the Lessee through the O&M Rate. Lessee shall maintain and repair its own furnishings and equipment used in conjunction with its exclusive space in the Detail Bay Facility.

Lessor reserves the right to hire a third party vendor, in cooperation with the Car Rental Lessees, to maintain and/or repair any of the equipment; the cost of which shall be included as an expense paid by the Car Rental Lessees, including Lessee. Major repairs may be paid for through fees collected as CFCs. If there is insufficient funding from the CFCs, assessments for actual repairs will be made equally back to the Car Rental Lessees, including Lessee.

Any repairs necessitated by damages caused by Lessee over and above normal wear and tear will be borne by the Lessee. In the event of damage or destruction to the QTA Facility or any of its equipment and no specific Car Rental Lessee can be identified as the cause of the damage, Lessor reserves the right to charge the cost of any such repairs equally to all the Car Rental Lessees, including Lessee.

Lessee, in cooperation with the other Car Rental Lessees, agrees to keep the QTA Facility in a neat, clean and orderly condition including, but not limited to, the prevention of accumulation of any trash, debris, refuse or waste materials. The long-term storage of materials/supplies, equipment, parts and packing materials and all other support items in the public view is prohibited without the Lessor's prior written approval.

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The use and maintenance of the QTA Facility other than the Detail Bay Facility shall be in common with other Car Rental Lessees, including Lessee. As such, Lessee agrees to properly maintain and keep the QTA Facility, along with the shared bathrooms, in a clean, orderly and safe condition and good state of repairs at all times. Lessee agrees to provide custodial, cleaning services and supplies as may be necessary or required in the operation of the shared bathrooms.

Except as specifically provided elsewhere in this Agreement, Lessee is obligated, without cost to the Lessor, to maintain the interior of its exclusive use portion of the QTA Facility and every part thereof in good order, repair and safe operating condition. Lessor shall be the sole judge of good order, repair and safe operating condition.

ARTICLE 9 – TERMINATION

Lessor may terminate this Agreement and Lessee shall promptly vacate the Premises in accordance with law upon the happening of any one or more of the following events:

1. The filing by Lessee of a voluntary petition in bankruptcy and a subsequent adjudication of bankruptcy, or the taking of jurisdiction by a court of the assets of the Lessee pursuant to proceedings brought under the provisions of any Federal reorganization act, the appointment of a receiver of Lessee's assets, or divestiture of Lessee's rights, powers and privileges under this Agreement by other operations of law;
2. The abandonment or discontinuance by Lessee of the conduct and operation of business at the Airport as authorized by this Agreement;
3. The failure by Lessee to keep, perform and observe all of the covenants and conditions herein contained to be kept, performed and observed by Lessee, including but not limited to, the full and prompt payment of all rents and fees to Lessor, and in this connection it is agreed that since the public convenience and necessity, and the interests and right of the general public are involved in the operation of the Airport and the conduct of Lessee's automobile rental business, each of the covenants, terms and conditions of this Agreement is of the essence of this Agreement.

In the event of default on the part of the Lessee in any payments herein agreed to be made, or in the event of breach by Lessee of any of its obligations or covenants hereunder, the Lessor shall provide Lessee with a written notice of the breach or default, whereupon Lessee shall have 30 days to cure the claimed breach or default. The fourth breach or default shall forfeit any right for Lessee to cure such breach or default and allow Lessor to immediately terminate this Agreement.

In the event of failure of Lessee to cure any breach or default within 30 days after written notice by the Lessor, then the Lessor may terminate the Agreement and re-enter the Premises. In that event, Lessee agrees to restore quiet and peaceful possession of the Premises to the Lessor or any of its agents. A waiver by the Lessor of any default or breach on the part of the Lessee shall not constitute a waiver of any other or subsequent default hereunder. The remedy stipulated in this paragraph shall be cumulative and in addition to any and all legal remedies that the Lessor may have for default and breach of this Agreement.

ARTICLE 10 – INDEMNITY AND INSURANCE

- A. Indemnity. Lessee shall indemnify and hold harmless Lessor, its members, agents, officers and employees, against and from all claims, demands and liability for injuries to persons or damage to property occasioned by or in any way arising out of the negligence of Lessee, its agents and employees, and against and from any claim, demand, or liability or other similar claim arising out of Lessee's operations under this Agreement. Lessee shall give Lessor, and Lessor shall give Lessee, prompt and timely notice of any claims made or service of process in any suit or action concerning any such injuries or damage of which the party giving such notice shall be aware.

Lessee's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of Lessor, its elected and appointed officials, officers, employees or authorized representatives.

- B. Insurance. Lessee shall, at all times, during the term of the Agreement, keep in force and effect insurance policies as described below, issued by a company or companies authorized to do business in the State of South Dakota and satisfactory to the Airport Executive Director. Such insurance shall be primary. The Certificate of Insurance shall provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the Agreement. Failure to submit an insurance certificate, as required, can make this Agreement void at the Lessor's discretion.
- a. General Liability Insurance – Policy shall provide coverage for Premises and Operations, Products and Completed Operations, Broad Form Property Damage Endorsement, Personal Injury and Blanket contractual coverage. Limit of Liability not less than \$1,000,000 Each Occurrence and Aggregate, \$2,000,000 Products and Completed Operations Aggregate, and \$1,000,000 Personal Injury.
 - b. Automobile Liability Insurance – Comprehensive Automobile Liability or Business Auto Policy Form covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability – combined single limit for bodily injury and property damage of \$1,000,000 Each Occurrence.
 - c. Worker's Compensation Insurance and Employer Liability Insurance – Statutory worker's compensation benefits and employers' liability insurance in the amount of and form required under South Dakota law but in any case, with a limit of liability not less than \$1,000,000.00 each accident.

Lessor shall not be liable to Lessee or its employees for any injuries to Lessee's employees arising out of the performance of work under this Agreement. Lessee and its worker's compensation insurance carrier agree to waive any and all rights of recovery from the Lessor for worker's compensation claims made by its employees. The Lessee agrees that indemnification and hold harmless provisions within this Agreement extend to any claims brought by or on behalf of any employee of the Lessee. Lessee shall also furnish to the Lessor satisfactory evidence of Worker's Compensation insurance in effect.

Exhibit A – Specimen Agreement

- d. Property Insurance – Lessee shall carry sufficient All Risk Insurance on both owned and leased equipment at the Airport and en route to and from the Airport to fully protect it.

The General Liability Insurance and Automobile Liability Insurance coverage shall be written as primary policies, and any other insurance carried by the Lessor shall be excess and not contributory with respect to the insurance required under this Section. The General Liability and Automobile Liability Insurance shall name the “City of Rapid City and the Rapid City Regional Airport Board, individually and collectively, and its representatives, officers, officials, employees, agents and volunteers” as additional insured.

All insurance policies shall expressly waive any right of subrogation or recovery on the part of the insurer against the City of Rapid City or the Lessor, their agents, employees, and representatives for any recovery received under any insurance or self-insurance coverage carried by the Lessor or the City of Rapid City.

ARTICLE 10 – HAZARDOUS SUBSTANCES – POLLUTION LIABILITY

The Lessee warrants and covenants that during the term of this Agreement it will not produce, handle, store, release, or dispose of hazardous substances on the Premises except as expressly authorized in this Agreement or by prior written permission of the Airport Executive Director. The phrase “expressly authorized in this Agreement” means Lessee’s use of substances such as fuel, oil, lubricants, cleaning solvents or other similar such substances used in the ordinary course of Lessee’s business on the Premises provided such use is in strict compliance with the Agreement and all applicable environmental and safety laws, rules and regulations. Failure of Lessee to abide by the terms of this Article may be restrained by injunction in addition to any other remedies available to Lessor.

Lessee must immediately notify the Lessor of any fuel spills, breaches of any nature of any environmental laws or regulations, disposal or release of hazardous substances in the Premises, any discovery of Hazardous Substances in the QTA Facility, or of any notice by a governmental Airport or private party alleging that a disposal or release of Hazardous Substances on or near the Premises may have occurred. The Lessee will promptly deliver to the Lessor copies of and provide complete access to any and all documents or information in its custody, control or possession regarding Hazardous Substances, including any such documents or information received from, or submitted by the Lessee to the United States Environmental Protection Agency and/or any federal, state, county, or municipal environmental or health agency concerning the Premises or the operations being conducted on the Premises.

To the full extent permitted by applicable law, the Lessee will defend, indemnify, and hold the Lessor harmless from any and all costs, expenses, damages, assessments, remediation, claims, liabilities, fines, judgments, penalties, costs, suits, procedures, violations of environmental laws or regulations, and actions of any kind, including but not limited to attorney’s fees, arising out of or in any way connected with any storage, use, spills, discharges, or releases of Hazardous

Exhibit A – Specimen Agreement

Substances on the Premises caused by arising from the fault, conduct, act, omission, and/or negligence of the Lessee and/or its employees, agents, contractors, guests and/or invitees.

Notwithstanding the foregoing, such indemnification shall not apply to and Lessee shall not be responsible for any monitoring, clean-up or reclamation if any leaks, spills, discharges, or releases of Hazardous Substances as result of faulty, defective or improperly maintained Lessor-owned equipment for which Lessor is responsible.

This Article shall survive any expiration or termination of the Agreement.

ARTICLE 12 – ACDBE PARTICIPATION

The Lessee understands that it is the policy of the Airport that South Dakota Airport Concession Disadvantaged Business Enterprises (ACDBEs), which are certified by an authorized certifying entity, should have the maximum practical opportunity to participate in the competitive process of supplying services and goods to the Lessee as owners, managers, and concessionaires of concessions at the Airport. Accordingly, for the concession operation at the Airport, the Airport Board establishes annual car rental ACDBE goals. The annual ACDBE goal for FFY 2017-2019 is 1.15 percent per year for the purchase of goods and services.

ACDBE participation is intended to be active purchases of goods and services from SD ACDBE businesses as a percentage of the Concession's total purchases of goods and services. The Lessee hereby agrees, for the Term of this Agreement, to support the Airport's ACDBE Concession Program and strive to meet the goal(s), or in the event that the goal(s) is not met, to document adequate good faith efforts of the Lessee to meet the goal(s); that is document all necessary and reasonable steps the Lessee makes to meet the ACDBE goal(s), as required in 49 CFR Parts 23 and 26, including any amendments thereto.

The Lessee's failure to meet the goal or to provide the Airport Board with sufficient documentation of the Lessee's adequate good faith efforts to meet the goal will be sufficient cause for the Lessor to terminate this Agreement. Any waiver, inadvertent or otherwise, of this provision by the Lessee shall not be deemed to be a waiver for the remainder of the Term of this Agreement and shall not prohibit the Airport Board from enforcing this Section with regard to subsequent default by the Lessee.

The Lessee must submit to the Lessor, on or before January 1 during the Term of this Agreement, a duly certified semi-annual ACDBE progress report, on the form attached hereto as Exhibit F, showing all ACDBE participation in the Rental Car Concession during the prior federal fiscal year of operation. If no participation is documented, then evidence of good faith efforts must be reported. The certification must be made by an official of the Lessee who is responsible for the Lessee's financial records. The Lessor reserves the right to request ACDBE participation information as needed outside of this requirement.

ARTICLE 13 – GENERAL PROVISIONS

- A. Notices. Notice to the Lessor and Lessee provided for in this Agreement shall be sufficient if sent by mail, postage prepaid, addressed to:

Exhibit A – Specimen Agreement

Lessor:

Airport Executive Director
Rapid City Regional Airport
4550 Terminal Road, Suite 102
Rapid City, South Dakota 57703

Lessee:

Or to such other address as the Lessor and Lessee may designate from time to time in writing.

- B. Strict Performance. The Lessee represents that the terms and conditions of this Agreement have been carefully reviewed, and that the Lessee is familiar with the same, and agrees faithfully to comply strictly with them.
- C. Successors and Assigns. All covenants, stipulations and agreements herein contained shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties.
- D. Federal Government Agreements. This Agreement is subordinate to the provisions of any existing or future agreements between the Airport Board and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Should the Federal Aviation Administration (FAA) determine that any term or provision of this Agreement results in, or could result in, a violation by the Airport of its obligations as an airport sponsor under grant assurances contained or incorporated in any grant agreement, existing or future, to which the Airport is a party (Sponsor's Assurances), the Lessee and the Airport unconditionally agree to modify, amend, or, if necessary, terminate this Agreement to remedy any such violation, or potential violation, and bring this Agreement into strict compliance with the Airport's obligations contained in any grant agreement to which the Airport is a party.

- E. Governmental Requirements – During the Term of this Agreement, Lessee, for itself, its assignees, and successors in interest agrees to comply with the Federally Mandated Contract Clauses attached hereto and incorporated herein as Exhibit G. The Lessee shall indemnify and hold harmless the Airport from any claims and demands of third persons, including the United States of America, resulting from the Lessee's noncompliance with any of the provisions of this Section E and the Lessee shall reimburse the Airport for any loss or expense incurred by reason of such noncompliance.

Further Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises. (FAA Order 5190.6A – AGL-600)

Exhibit A – Specimen Agreement

Lessee, by accepting this Agreement, expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object on the premises above a ground level elevation of twenty (20) feet. In the event the aforesaid covenants are breached, the Airport reserves the right to enter upon the premises and to remove the offending structure or object, all of which shall be at the expense of the Lessee. (FAA Order 5190.6A – AGL-600)

Lessee, by accepting this Agreement, agrees for itself, its successors, and assigns, that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Airport reserves the right to enter upon the premises and cause the abatement of such interference at the expense of the Lessee. (FAA Order 5190.6A – AGL-600)

- F. Compliance with Law & Venue – The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.
- G. Effect of Invalid Provision – If any term or provision of this Agreement or the application thereof to any person or circumstance shall be to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent by law.
- H. Most Favored Nations – In the event that any contract granted by the Lessor to any other rental car company shall contain any terms and conditions more favorable to such company than the terms and conditions herein described (other than number of allocated parking spaces and the location of concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other company. The intent of this provision is to ensure that the Lessor shall give due diligence to ensure Lessee will be able to compete on terms as equal as possible with all other rental car companies and to ensure that no other company shall enjoy any rights or privileges more favorable to such company than those enjoyed by the Lessee herein.
- I. Airport's Rights Reserved - Airport reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the Airport and all Airport-owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.

Airport reserves the right to further develop or improve the landing area and all Airport-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

Exhibit A – Specimen Agreement

Airport reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of the Airport would limit the usefulness of the Airport or constitute a hazard to aircraft.

During time of war or national emergency Airport shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the Airport-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Agreement with the Lessee may be suspended.

It is understood and agreed that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

There is hereby reserved to Airport, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein. This public right of flight shall include the right to cause in said airspace such noise as may be inherent in the operation of any aircraft, now known or hereafter used for navigation or flight through the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

Dated this _____ day of _____, 2023.

ATTEST: RAPID CITY REGIONAL AIRPORT BOARD

Bob Conway, Secretary

Dustin Dale, President

CONCESSIONAIRE

Written Name and Title

STATE OF _____)
COUNTY OF _____)

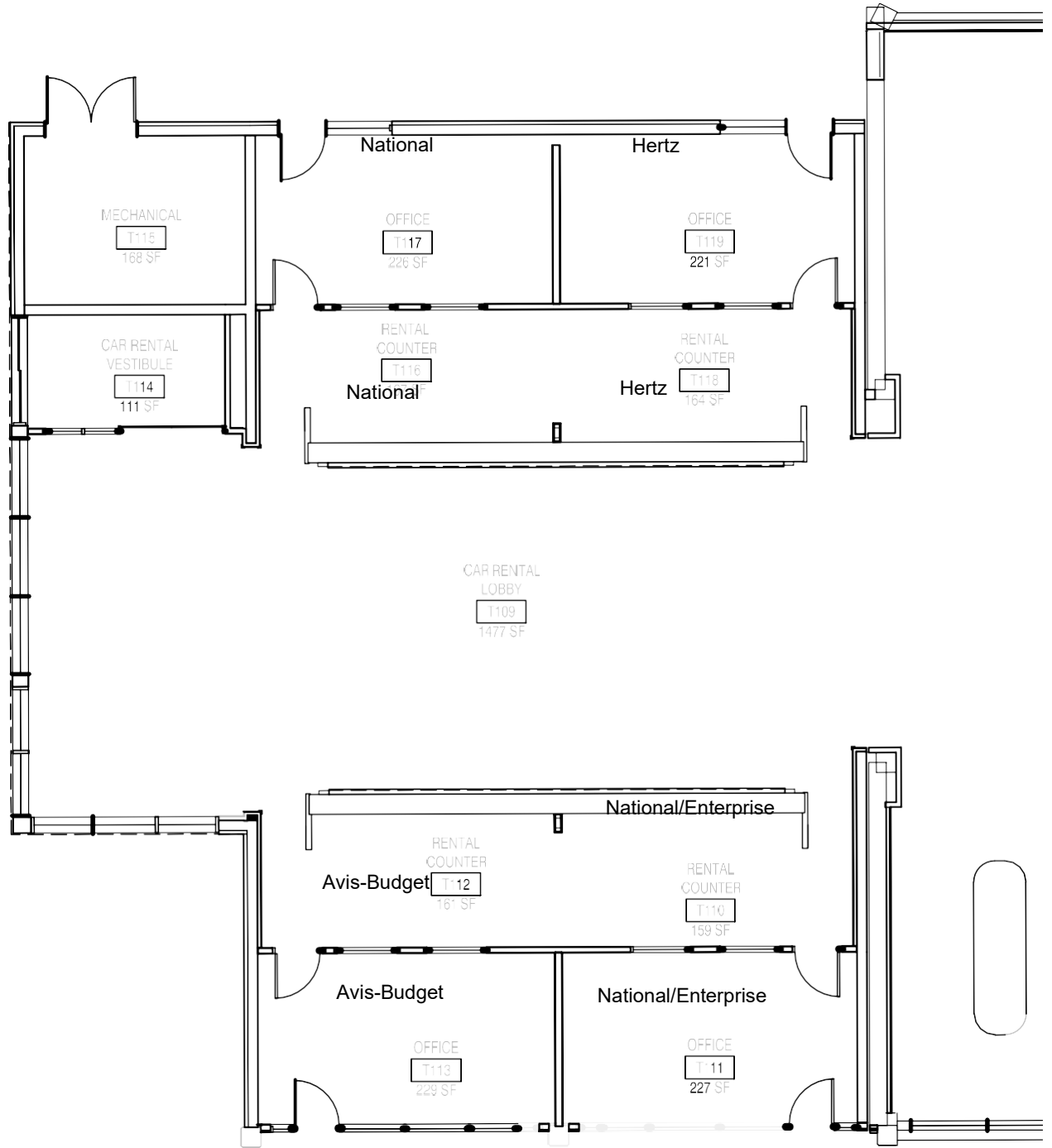
On this _____ day of _____, 2023, before me, the undersigned officer, personally appeared _____ who acknowledged herself/himself to be the _____ of _____, and that she/he as _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of _____ by herself/himself as _____.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT A-1: Premises Terminal Counters



DRAFTED BY: GCH
 REVIEWED BY: TB-RAP
 PROJECT NO: -
 REVISED DATE: 10/03/2018

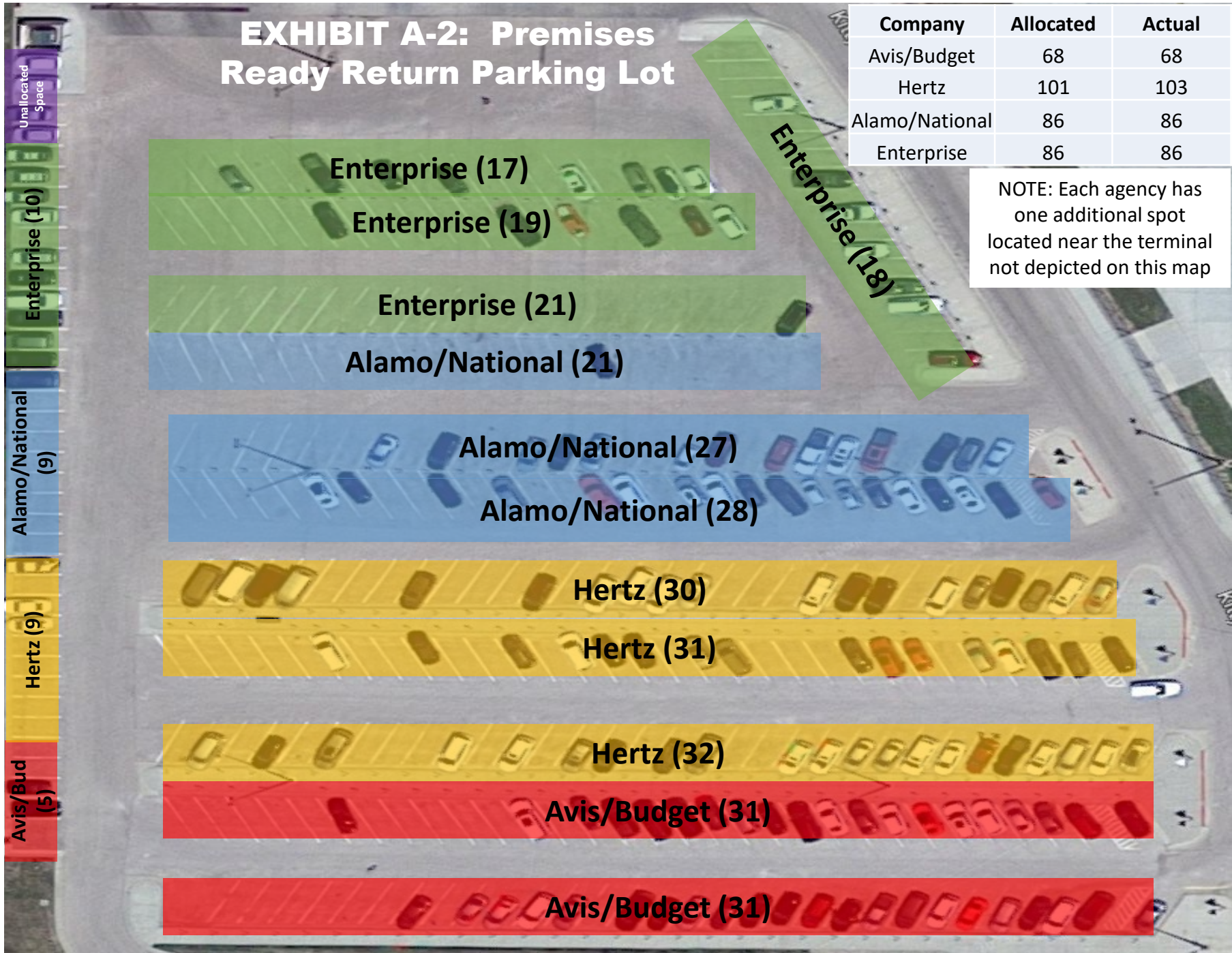
RAPID CITY REGIONAL AIRPORT

EXHIBIT A-1

OFFICE / COUNTER SPACE TERMINAL

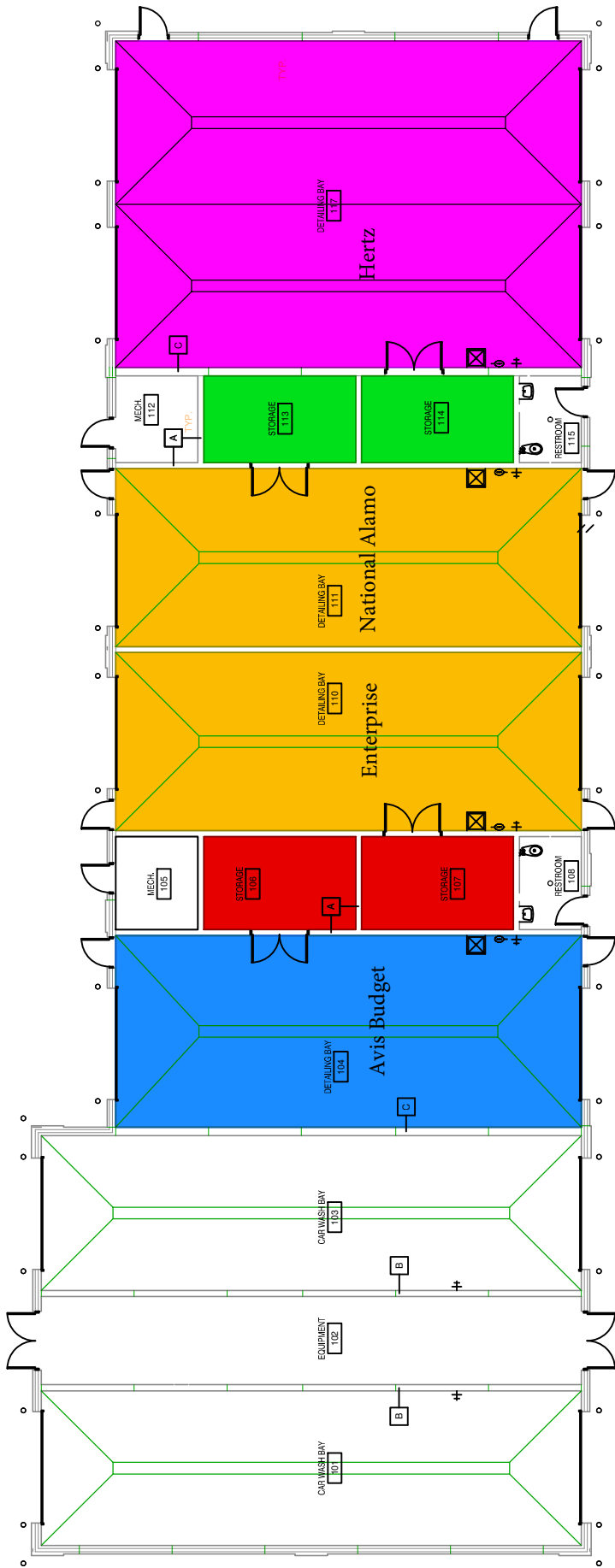


EXHIBIT A-2: Premises Ready Return Parking Lot



Company	Allocated	Actual
Avis/Budget	68	68
Hertz	101	103
Alamo/National	86	86
Enterprise	86	86

NOTE: Each agency has one additional spot located near the terminal not depicted on this map



AREA BY ROOM	
ROOM	AREA
104 - DETAILING BAY	1037 S.F.
106/107 - STORAGE	164 S.F. PER ROOM
110/111 - DETAILING BAY	963 S.F. PER ROOM
113/114 - STORAGE	153 S.F. PER ROOM
117 - DETAILING BAY	1764 S.F.
CAR WASH AREA	2569 S.F.
105 MECHANICAL ROOM	89 S.F.
112 MECHANICAL ROOM	83 S.F.
108 RESTROOM	67 S.F.
115 RESTROOM	62 S.F.
TOTAL BUILDING AREA	8970 S.F.

NOTE
 - Total building area was calculated from outside wall to outside wall.
 - Interior room areas were calculated from inside wall to inside wall.

RAPID CITY REGIONAL AIRPORT
 EXHIBIT A-3
 QTA FACILITY

DRAFTED BY: GCH
 REVIEWED BY: TB-RAP
 PROJECT NO: .
 REVISED DATE: 10/03/2018



EXHIBIT B
CFC RULES AND REGULATIONS

Effective as of the Rate Effective Date, the Lessee shall collect a Customer Facility Charge (CFC) in the amount of Five Dollars (\$5.00) for each Transaction Day for a maximum of fourteen (14) Transaction Days.

The Lessee shall collect and remit CFC revenues on behalf of the Lessor in the following manner:

- a. The CFC rate, if revised, shall only apply to Car Rental Contracts that begin on or after the rate revision date as the case may be and shall not apply in whole or in part to any Car Rental Contracts commencing prior but ending after revision date.
- b. The CFC shall be identified on a separate line of each Car Rental Contract entered into on the Airport or elsewhere with car pick-up at the Airport, and described as Customer Facility Charge or CFC with a footnote approved by the Lessor explaining the abbreviation.
- c. The Lessee agrees that it will not be entitled to any rights of offset or other reduction in the requirements herein and will remit to the Lessor all CFC revenues collected in accordance with the Agreement regardless of any amounts that may be owed or due to the Lessee by the Lessor.

All Customer Facility Charges collected by any Lessee are and shall be funds held by such Lessee in trust for the Airport for the benefit of the Airport. The Lessee shall have no legal or equitable interest in the Customer Facility Charges they collect and shall segregate separately, account for and disclose, all Customer Facility Charges as trust funds in their financial statements and shall maintain adequate records that account for all Customer Facility Charges charged and collected. Failure by a Lessee to segregate the Customer Facility Charges shall not alter or eliminate their trust fund nature.

All Lessees shall remit all Customer Facility Charge revenues that were collected or should have been collected from its Airport car rental Customers on a monthly basis to the Airport, or, upon the Airport's direction, to a trustee for any obligations issued by the Airport secured in whole or in part by its Customer Facility Charges. The Customer Facility Charges shall be remitted no later than the 10th day of the month following the month the Customer Facility Charges were collected. In the event a Lessee fails to strictly comply with this subparagraph and such failure persists ten (10) business days after providing Car Rental Company notice of such failure, such noncompliance shall be considered a material breach of the Car Rental Company's authorization to do business at the Airport.

Upon determination by the Lessor that the revenues being collected from the CFC are less than the amount needed to pay any costs of CFC revenue secured debt service and other related costs, the Lessor may adjust the CFC. The Lessor shall provide written notice to each On-Airport Rental Car Company of any increase and the new Rate Effective Date, which date shall not be less than 60 days after notice is made.

Any Lessee that fails to comply with its obligations pursuant to this Exhibit shall be deemed to be in default pursuant to Article 8 of the Agreement.

EXHIBIT C
OPERATION AND MAINTENANCE RESPONSIBILITIES

BOARD/LESSOR

1. Terminal Premises Exclusive Use Area
 - a. Electrical system source side of meter only
 - b. Monitor for individual logo displays
2. Terminal Premises Common Use Area
 - a. HVAC supply & equipment maintenance
 - b. Custodial service common use area
 1. Sweep, mop, vacuum daily
 2. Empty trash receptacles daily
 3. Clean windows as needed
 4. Relamp light fixtures as needed
 5. Restroom supplies
 - c. Building, equipment, utilities, maintenance & repair fair wear and tear
 1. Floors, doors, windows, walls, ceilings
 2. Furnishings
 3. Bag claim carousel
 4. Signage (excluding Company owned signage and logos)
 5. Electrical systems and equipment
 6. Water & sewer systems
3. Rental Car Ready Return Parking Lot Area
 - a. Preventative and remedial maintenance of pavement, landscaping, etc., together with other rental car concessionaires based on joint use by number of stall/space allocated to each rental car concession.



TENANT/LESSEE

1. Terminal Premises Exclusive Use Area
 - a. Custodial service
 1. Relamping of fixtures
 2. Garbage Collection
 - b. Building, equipment, utilities, maintenance & repair
 1. Floors, walls, doors, windows, ceilings (including painting, etc.)
 2. Electrical system & equipment user side of meter
2. Terminal Premises Common Use Area
 - a. Floors, doors, windows, walls, ceilings, furnishings, etc., damage caused by Tenant/Lessee or prorated among all Rental Car Agencies when cause unknown
3. Rental Car Ready Return Parking Lot Area
 - a. Snow removal and ice control including sidewalks
 - b. Striping and number painting
 - c. Signage (must be board approved and consistent between all companies)
 - d. Upkeep, maintenance and repair of lot lighting

**Rapid City Regional Airport Car Rental Monthly Report
Detail Information**

Car Rental Company: _____

Month Ending & Year: _____

Category	Revenue
Time and Mileage	
Personal Accident Insurance (PAI)	
Supplemental Liability Insurance (SLI)	
Roadside	
Government Fees	
Add Driver/Young Renter	
Child Seat/GPS/Ski Racks	
Intercity Drop Fees	
Adjust (Foreign Commission)	
Other:	
Other:	
Other:	
Total Revenue	

Signature

Title

Date

EXHIBIT E: Monthly Summary Report

**Rapid City Regional Airport Car Rental Monthly Report
Summary Information**

Car Rental Company: _____

Month Ending: _____

Year: _____

Month	Gross Receipts for Month	Number of Transactions	Transaction Days	Initials
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				
Total				

Total Current Month Revenue: _____ (Provide Detail Breakdown)

11% Airport User Fee:* _____

Customer Facility Fee (CFC): _____ @ \$5.00 per day _____
of Days Total CFC \$

Total Revenue: _____
CFC + User Fee

Signature _____ Title _____ Date _____

EXHIBIT F

ACDBE Reporting Form

Agency:
 Attn:
 Address:

 Email:

Return Form to:
 Toni Broom
 Rapid City Regional Airport
 4550 Terminal Rd., #102
 Rapid City, SD 57703
toni.broom@rcgov.org

Rapid City Regional Airport (RAP) has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the US Department of Transportation (DOT), 49 CFR Part 23. RAP, and therefore its concessionaires, are required to report the annual utilization of ACDBEs. The information you supply will be reported to the FAA in accordance with 49 CFR Part 23.

Reporting Period Year: _____ **Reporting Period:** _____

Gross Receipts	_____
Goods & Services Purchased Non ACDBE	_____
Goods & Services Purchased SD ACDBE	_____
Total Goods & Services Purchased	_____
Percentage of Purchases made with SD ACDBE	_____ %

For SD ACDBE purchases, please complete the following information:

DBE 1 Name of DBE _____ Address of DBE _____ Amount Paid to DBE _____ Year Paid to DBE _____	Type of DBE: <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Non-Minority Women <input type="checkbox"/> Small Business
DBE 2 Name of DBE _____ Address of DBE _____ Amount Paid to DBE _____ Year Paid to DBE _____	Type of DBE: <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Non-Minority Women <input type="checkbox"/> Small Business
DBE 3 Name of DBE _____ Address of DBE _____ Amount Paid to DBE _____ Year Paid to DBE _____	Type of DBE: <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Non-Minority Women <input type="checkbox"/> Small Business

Attach additional sheet if necessary.

EXHIBIT “G”

CIVIL RIGHTS NON-DISCRIMINATION

1. In all its activities within the scope of its airport program, LESSEE agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If LESSEE transfers its obligation to another, the transferee is obligated in the same manner as LESSEE. This provision obligates LESSEE for the period during which the property is used or possessed by LESSEE and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Agreement, LESSEE for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
 - A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - B. 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);
 - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - F. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- G. 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);
 - H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101 *et seq.*), (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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);
 - K. 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. 74087 (2005));
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).
3. LESSEE, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under

such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that LESSEE will use the premises in compliance with all other requirements imposed by or pursuant to the List of non-discrimination Acts and Authorities. In the event of breach of any of the above nondiscrimination covenants, AIRPORT will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued.

4. During the performance of this Agreement, LESSEE, for itself, its assignees, and successors in interest, agrees as follows:

- A. Compliance with Regulations: LESSEE (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: LESSEE, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LESSEE 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.
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by LESSEE 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 LESSEE of contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities.

- D. Information and Reports: LESSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AIRPORT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, LESSEE will so certify to AIRPORT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of LESSEE'S noncompliance with the non-discrimination provisions of this Agreement, AIRPORT will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- F. Incorporation of Provisions: LESSEE will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. LESSEE will take action with respect to any subcontract or procurement as AIRPORT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LESSEE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, LESSEE may request AIRPORT to enter into any litigation to protect the interests of AIRPORT. In addition, LESSEE may request the United States to enter into the litigation to protect the interests of the United States.