

REQUEST FOR BID ANNOUNCEMENT

The Coos County Airport District is currently seeking bids for **NON-EXCLUSIVE ON-AIRPORT RENTAL CAR CONCESSION AT THE SOUTHWEST OREGON REGIONAL AIRPORT**. Sealed bids will be received by:

Coos County Airport District
ATTN: Theresa Cook, Executive Director
1100 Airport Ln
North Bend, OR 97459

until 2:00 p.m. on November 15, 2022 for a ***NON-EXCLUSIVE ON-AIRPORT RENTAL CAR CONCESSION AT SOUTHWEST OREGON REGIONAL AIRPORT***.

A pre-bid conference will be held in the Coos County Airport District Boardroom at 1100 Airport Ln., North Bend, Oregon on October 28, 2022

All bids will be publicly opened and read aloud at 2:00 p.m. on November 15, 2022, in Coos County Airport District Boardroom. Bids, amendments to bids, or requests for withdrawal of bids received by the Executive Director after 2:00 p.m. on November 15, 2022, will not be considered for any cause whatsoever. Bidders or their authorized representatives are invited to be present at the bid opening.

Awards for the ***NON-EXCLUSIVE ON-AIRPORT RENTAL CAR CONCESSION AT SOUTHWEST OREGON REGIONAL AIRPORT*** will be made by the Coos County Airport District to the highest and best bid from qualified bidders determined in accordance with the criteria set forth in the Request for Bid. The Request for Bid may be obtained from the Coos County Airport District, 1100 Airport Ln. North Bend, Oregon 97459, 541-756-8531 and at the District website www.flyoth.com/administration.

The Coos County Airport District reserves the right to reject any and all bids and to waive any informality in the bidding process. Any omission, inaccuracy, or misstatement may be cause for rejection of the bid.

REQUEST FOR BID
NON-EXCLUSIVE ON-AIRPORT
RENTAL CAR CONCESSION
AT
SOUTHWEST OREGON REGIONAL AIRPORT – TERMINAL

1. BIDS

The COOS COUNTY AIRPORT DISTRICT (the “District”) is currently seeking bids for a NON-EXCLUSIVE ON-AIRPORT RENTAL CAR CONCESSION AT THE SOUTHWEST OREGON REGIONAL AIRPORT (the “Concession”). Sealed bids will be received by the District's Executive Director at:

Coos County Airport District
ATTN: Theresa Cook, Executive Director
1100 Airport Ln.
North Bend, OR 97459

The District shall award the bidder submitting the highest and best bid the rights to conduct on-airport rental car operations from one of two (2) rental car concession premises, described more fully in the enclosed document and exhibits, in the Airport.

2. BID GUARANTEE

Not required.

3. BID

- a. **Minimum Annual Guarantee:** Each bidder shall submit its bid as a minimum annual guarantee (MAG) for the Concession. The minimum bid acceptable shall be no less than Twenty-Four Thousand (\$24,000) per year. The Minimum Annual Guarantee shall be one factor considered by the District selecting the highest and best bids.
- b. **Concession Fee:** For the privilege of conducting on-airport rental car operations at the Airport, the bidder awarded the Concession shall pay to the District, in addition to the other fees set forth in the Concession Agreement, a monthly concession fee equal to the greater of one-twelfth (1/12) of the applicable Minimum Annual Guarantee or an amount equal to ten percent (10%) of all monthly Gross Revenues of such bidder (as defined in the Concession Agreement), all as more specifically set forth in the concession Agreement.
- c. **Ready/Return Space Rental Fee:** The monthly rental fee for each of the fifteen (15) Ready/Return Parking Spaces shall be Sixteen Dollars and No cents (\$16.00) per designated space per month, due and payable in advance on the first (1st) day of each calendar month through the term of the agreement. More spaces are available and can be negotiated at the same rate of Sixteen Dollars (\$16.00) per additional space.
- d. **Office/Counter Space Rental Fee:** The annual rental fee for office/counter space shall be at \$12.00 per sq ft of counter space leased to each Concessionaire, payable in 12 equal payments due on the first (1st) day of each calendar month throughout the term of agreement, more particularly described in *Article V* of this document.

- e. **Forms:** Each bidder shall completely fill out, sign and have notarized the Affidavit, attached hereto as *Exhibit "B"*. Each bid shall be submitted on the Bid Form attached hereto as *Exhibit "C"*. All information requested in the Bid Form must be furnished as requested. Bids should be valid for ninety (90) days.

4. QUALIFICATION FORM

Each bidder must present evidence that it is fully competent and has the necessary staff, experience, and facilities to fulfill the conditions of the Concession Agreement. Each bidder must submit as a part of its bid the information required on the Qualification Form attached hereto as *Exhibit "D"*.

5. CONCESSION AGREEMENT

Successful bidders shall be given written notice by certified mail that they have been awarded the Concession. Accompanying the notice will be three (3) originals of the Concession Agreement. Within fifteen (15) days of the date of receipt of such notice, each successful bidder must fully execute and deliver two (2) originals of the Concession Agreement to the District Executive Director as supplied with the notice of award. The District reserves the right to amend the form of the Concession Agreement by addendum at any time prior to execution thereof without the necessity of re-advertising or re-letting bids. No amendment, alteration, or change, as the case may be, to the Concession Agreement shall invalidate or affect anything in the bid documents which is not expressly altered or affected by such amendment, alteration, or change.

6. PERFORMANCE SECURITY DEPOSIT

The successful bidder acceptable to the District shall either post a performance and payment bond or establish an irrevocable letter of credit in the form and amount required in Concession Agreement and deliver a fully executed copy of same with the executed contract documents referenced in number 5 above. The Performance Security Deposit shall be in the amount equal to one-half (1/2) of the minimum annual guarantee for each year of the term of the Agreement.

7. PRE-BID CONFERENCE

A pre-bid conference will be held in the District Board Room at the Airport Terminal, 1100 Airport Ln., North Bend, Oregon, at 2:00 p.m. on October 28, 2022. Attendance can be in person or via teleconferencing. Please contact Airport Administration at 541-756-8531 for call-in information.

8. OPENING OF BIDS

Bids shall be received as set forth in paragraph 1 above. Bids received by the District after 2:00 p.m. on November 15, 2022, will be returned to the bidder unopened. The District Executive Director, or designated representative, will publicly open and read aloud all bids at precisely 2 p.m. on same, in Board Room at the Airport Terminal at 1100 Airport, North Bend, Oregon. Bidders or their authorized representatives are invited to be present at the bid opening. The opening of any bid shall not be considered as an acceptance of such bidder as a responsible qualified bidder.

9. WITHDRAWAL OF BIDS

Bids may be withdrawn at any time prior to 2:00 p.m. on November 15, 2022.

10. REJECTION OF IRREGULAR BIDS

The District reserves the right to waive any irregularities, technicalities, or informalities in any bid, and to reject any or all bids.

11. CONSIDERATION FOR AWARD

In seeking a (brand) Concessionaire to operate the one (1) Concession being awarded, the District is desirous of providing the air traveler with rental car service of the highest possible caliber, and to receive a fair monetary return (including, but not limited to, a percentage of annual gross revenues with minimum annual guarantee) for the non-exclusive Concession to be granted hereunder. Only those bids received timely and in proper form from established, reputable rental car operators, having adequate experience and meeting the other qualifications required herein will be considered. The experience, ability and reputation of the bidder, as well as its financial ability to establish and carry on its business, will be important considerations in the selection of a Concessionaire. The District will award Concession to the bidder submitting the highest and best bid for the term of the Agreement.

12. MINIMUM PERFORMANCE REQUIREMENTS

All bidders must rent vehicles no older than five (5) years of age; maintain vehicles in clean and good working order; and must accept a minimum of three (3) major credit cards as payment for its rental services. The minimum hours of operation the rental car concession will encompass at least thirty minutes prior to the first arrival and thirty minutes after the last arrival, on every day the AIRPORT has commercial air service scheduled. All employees working will be dressed in company uniforms with name tag. All counters shall be adequately staffed with personnel during hours of operation.

Each bidder must be a recognized company, corporation or partnership under the laws of one of the United States of America, must be authorized to do business in the State of Oregon and provide written proof thereof. Bidder must demonstrate it has adequate financial resources, including but not limited to the ability to provide the appropriate security deposit and insurance as required by the 'Concession Agreement for On-Airport Rental Car Concession'. Audited financial statements for the last two (2) fiscal years are required. If such audited financial statements are not available for the bidder, such financial information as is available must be submitted, so as to adequately evidence bidder is able, and currently performs the services requested, and has the financial resources to perform all Concessionaire obligations stipulated in the 'Concession Agreement for On-Airport Rental Car Concession'. Franchisees of national firms must demonstrate they have the financial support of the national organization."

13. RESPONSIBILITY OF BIDDERS

Each bidder shall carefully examine the terms of the Concession Agreement, the location of the rental car concession counters as illustrated in Office/Counter Layout, *Exhibit "F"*, and the location of the ready/return lot as illustrated in Ready/Return Parking Area Layout, *Exhibit "E"*. Each bidder shall judge for itself as to all conditions and circumstances relative to its bid for the Concession. Failure on the part of any bidder to make such examination and on-site inspection shall not constitute a ground for declaration by the bidder that it did not understand the conditions with respect to its bid submitted.

14. ALLOCATION OF READY/RETURN AREA

The bidder awarded the Concession (referred to herein as a "Concessionaire") shall be assigned a minimum of fifteen (15) ready/return parking spaces, said parking area being described and set

forth on Ready/Return Parking Area Layout, *Exhibit "E"*, attached hereto and made a part hereof. The District reserves the right to relocate the Concessionaire's parking spaces due to operational changes on the Airport. More spaces are available, if required.

15. OFF-AIRPORT RENTAL CAR AGENCIES

Off-airport rental car operators at the Airport are not included in this bid. Unauthorized business at the Airport is prohibited (District Ordinance, Chapter 14 Section 6.1).

16. TERM

The concession will be for a term agreed upon with the DISTRICT and is negotiable. A minimum term of five (5) years, starting spring 2023 or earlier, would be preferred by the District.

17. IMPROVEMENTS

It is expressly understood that the District will own all permanent leasehold improvements made by Concessionaires at the Airport at the expiration or earlier termination of the Concession.

18. DISADVANTAGED BUSINESS ENTERPRISES

The District encourages DBE (Disadvantaged Business Enterprises) participation in its concession contracts.

19. AMENDMENTS TO BID DOCUMENTS

The District reserves the right to amend the bid documents through addendum at any time prior to the scheduled bid opening. The District, at its discretion, may provide additional time to respond if needed. For purposes of this provision, the term "bid documents" shall mean the Notice to Bidders, this Information for Bidders, the Concession Agreement Form (*Exhibit "A"*), the Affidavit (*Exhibit "B"*), the Bid Form (*Exhibit "C"*), the Qualification Form (*Exhibit "D"*), the Ready/Return Parking Area Layout (*Exhibit "E"*), and the Counter Layout (*Exhibit "F"*).

20. TRADE NAMES AND DUAL BRANDING

During the term of this Agreement, Concessionaire shall operate and maintain all signage only under the trade or brand name(s) designated by Concessionaire in its bid preceding this Agreement. Concessionaire shall be prohibited from operating at the Airport under any brand name or names other than the brand name or names that it designated in its response to the District's invitation for bid. No more than a total of two (2) trade or brand names may be used. No other brand name shall be used or displayed by Concessionaire at the Airport or upon the Premises during the term of this Agreement. Except as provided herein, Dual Branding is prohibited.

21. ADDITIONAL INFORMATION FOR BIDDERS

HISTORY OF GROSS REVENUES FOR EXISTING RENTAL CAR CONCESSIONAIRES	
Year	Revenue
2017	\$925,299.20
2018	\$865,800.01
2019	\$932,641.06
2020*	\$760,262.04
2021	\$941,836.90

HISTORY OF SOUTHWEST REGIONAL AIRPORT ENPLANEMENTS	
Year	Passengers
2017	25,798
2018	24,491
2019	26,816
2020*	13,745
2021	27,056

* COVID-19 PANDEMIC

**CONCESSION AGREEMENT
FOR ON-AIRPORT RENTAL CAR CONCESSION**

This Concession Agreement (“Agreement”), is made and entered into as of the first day of _____, by and between the Coos County Airport District (“District”), a public body corporate and politic of the State of Oregon, and _____. (“Concessionaire”), an Oregon Corporation authorized to do and doing business in the State of Oregon.

WITNESSETH:

WHEREAS, District operates The Southwest Oregon Regional Airport (the “Airport”), located in the Cities of North Bend and Coos Bay, Coos County, Oregon; and

WHEREAS, on-airport rental car services at the Airport are necessary for the proper accommodation of passengers arriving at and departing from the main terminal at the Airport (hereinafter the “Terminal”); and

WHEREAS, Concessionaire desires to make said services available at the Airport, and Concessionaire is qualified, ready, and able to perform or see to the performance of said services, and to furnish or see to the furnishing of proper facilities in connection therewith;

NOW, THEREFORE, in recognition and reliance upon the foregoing recitals, and in consideration of the mutual covenants and promises hereinafter set forth, and in exchange for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the parties hereto, District and Concessionaire agree as follows:

**ARTICLE 1.
DEFINITIONS**

Section 1.1 Definitions. For the purpose of this Agreement, the following terms shall, unless the context requires otherwise, have the following meanings:

“Agreement” shall mean this Concession Agreement, those documents and agreements referenced in Section 3.1, and all amendments, modifications, and supplements thereto.

“Airport” shall mean the Southwest Oregon Regional Airport located in the cities of North Bend and Coos Bay, Coos County, Oregon.

“District” shall mean the Coos County Airport District, its officers, employees, agents and representatives, and shall include such public officials and public bodies as may, by operation of law, succeed to any or all of the rights, powers, or duties which lawfully reside in the District.

“Concessionaire” shall mean any rental car company entering into a Non-exclusive On-airport Rental Car Concession Agreement with District, for facilities, premises and operation rights there from at the

Airport.

“Gross Revenues” shall be determined by the total of charges on the face of a customer’s receipt, less any charges excluded in the definition of Gross Revenues, and shall mean, unless specifically excluded herein, all amounts paid or payable to or considerations of determinable value received by Concessionaire, after any discounts are deducted at the time of rental, for:

- a) all charges, including, but not limited to, time and mileage charges and separately stated fees for rental of vehicles and other related or incidental services or merchandise, and any other items or services made at or from the Airport, regardless of where the vehicles or services are delivered to or returned;
- b) all amounts charged to the customer for insurance offered by Concessionaire incidental to the rental of such vehicles, including but not limited to personal accident insurance;
- c) all charges attributable to any vehicle originally rented at the Airport which is exchanged at any other location;
- d) all proceeds from the long-term lease of vehicles from any location on the Airport;
- e) all amounts charged to Concessionaire’s customers and which are separately stated on the rental agreement as an optional charge for waiver by Concessionaire of its right to recover from customer for damage to or loss of the vehicle rented;
- f) all amounts charged to Concessionaire’s customers at the commencement or the conclusion of the rental transaction for the cost of furnishing and/or replacing fuel provided by Concessionaire; and
- g) all amounts charged by concessionaire and described in Section 5.5(c) as a pass-through to its customers of Percentage Fees.

Exclusions from Gross Revenue - The following shall be excluded from Gross Revenues:

- a) any federal, state, county or District sales or other taxes or surcharges separately stated to and collected from customer of Concessionaire and paid in full by Concessionaire to the taxing authority;
- b) any amounts received as insurance proceeds or otherwise for damage to vehicles or other property of concessionaire, or for loss, conversion or abandonment of such vehicles;
- c) revenue from the wholesale transfer of salvage of vehicles;
- d) all non-revenue rentals to employees of Concessionaire; and
- e) fees paid other governmental agencies, excluding District, relating to the Airport.

Retroactive Adjustment of Gross Revenues Prohibited – The retroactive adjustment by Concessionaire of Gross Revenues as volume discounts, corporate discounts, or any other designation of any nature, or for any purpose, is prohibited.

“Minimum Annual Guarantee” shall mean the minimum amount of concession fees (exclusive of rentals for Ready/Return and Terminal Premises) due District annually from Concessionaire, all as more specifically set forth in Section 5.5(a).

“Concession Fee” shall have the meaning assigned to such term in Section 5.5(a).

“Concession Re-coupment Fee or Concession Recovery Fee” shall mean a fee imposed by Concessionaire on Concessionaire’s customers that may appear on customer invoices or rental agreements as a pass-through of the Percentage Fee as defined in Section 5.5 and 5.6

“Ready/Return Premises” shall mean the parking space areas to be used by Concessionaire as ready/return area for its on-site rental car fleet, all as more specifically set forth in Section 5.4.

“Terminal” shall mean the main air carrier terminal at the Airport.

“Terminal Premises” shall mean the counter space area or areas of the Terminal where Concessionaire may conduct its on-airport rental car operations at the Airport, all as more specifically identified in Section 5.1.

Section 1.2 References. For the purposes of this Agreement, the following references shall, unless the context requires otherwise, have the following meanings:

- a) The words “hereof,” “herein,” “herewith,” “hereunder,” and words of similar meaning shall refer to this Agreement as a whole and not to any particular provision of the Agreement;
- b) Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender.

ARTICLE II. TERM

The term of this agreement shall be for a period of time agreed upon by both the Concessionaire and the District. The District would prefer a minimum term of five (5) years, starting spring 2023 or earlier.

ARTICLE III. AGREEMENT

Section 3.1 Documents. The agreement between the parties shall consist of this instrument and the following documents, which are incorporated herein as if copied at length:

- a) All certification of insurance policies and performance and payment bonds or letters of credit required by the terms of this Agreement;
- b) All exhibits to this Agreement.

Section 3.2 Conflict in Terms In the event of any conflict between the terms or provisions of this Agreement and the terms or provisions of any of the documents referenced in Section 3.1, the more restrictive on Concessionaire shall control.

ARTICLE IV. RIGHTS AND PRIVILEGES

Concessionaire shall have the following rights and privileges during the term of this Agreement:

Section 4.1 Rental Cars. Concessionaire shall have the right to conduct an on-airport rental car concession at the Airport from the Terminal Premises (as hereinafter defined in Section 5.1) for the convenience of passengers utilizing the Airport, and patrons and tenants on the Airport. Concessionaire may use the premises to arrange and administer the rental of vehicles and related incidental provision of loss and collision damage waiver protection, insurance (including but not limited to personal injury insurance), children’s car seats, mobile telephones, and such other incidental services, items and

equipment reasonably associated with the rental of vehicles (but not including any items for which any exclusive right to provide such services, items or equipment has been or may in the future be granted to others at the Airport). Any services, merchandise, or equipment, which Concessionaire desires to provide but was not providing at the commencement of this Agreement, must be approved in advance in writing. District shall have sole discretion in determining what incidental sales and services may be provided and may require concessionaire to terminate any incidental sales or services that District does not deem appropriate.

Such right shall not include:

- a) right to sell gasoline or to offer maintenance and/or repair service for cars to the general public, to other Concessionaires at the airport, or to any other firm, or individual, except as required to maintain cars used by concessionaire's rental car customers; and
- b) the advertisement of or resale of Concessionaire's vehicles at or on the Airport.

Section 4.2 Office/Counter Space Area. Concessionaire shall have the right to use and occupy the Terminal Premises and Ready/Return spaces (hereinafter defined in Section 5.4) together with the right to construct and install any improvements in and upon these premises as may be reasonably necessary for the customary operation of an on-airport rental car service operation at the Airport, subject to the following conditions:

- a) Any construction or installation in and upon these premises shall be in accordance with Federal Aviation Administration and Transportation Security Administration regulations and the master plan of development at the Airport;
- b) Concessionaire shall submit to the District Executive Director for prior written approval, which approval shall not be unreasonably delayed or withheld, detailed plans, drawings, and specifications for any construction and installation of improvements, or alterations thereto, in and upon these premises;
- c) All structural improvements, equipment, and interior design and decor constructed or installed at these premises shall be in accordance with the approved design of the Terminal and surrounding areas and shall be harmonious with the decor of the Terminal of which these premises are a part;
- d) Concessionaire shall commence construction on these premises within a period of thirty (30) days from and after the approval of the plans and specifications therefore by or on behalf of District, and shall execute such construction to completion with all the due diligence;
- e) Concessionaire shall construct, install, and make alterations to these premises at Concessionaire's sole cost and expense;
- f) At all times during the construction of installation of any improvements in or upon these premises, Concessionaire shall cooperate with and coordinate activities and work with District and other Concessionaires at or near these premises;
- g) Concessionaire shall assume full responsibility for any and all damages, injuries, and claims which may result to any person or persons or to their property by reason of the construction or installation of any improvements on or in these premises, and Concessionaire shall indemnify and hold District harmless from any such claim or claims, judgments, or decrees resulting there from, and the expenses thereto, including reasonable attorney fees;
- h) These premises shall be used by Concessionaire only to conduct its on-airport rental car operations at the Airport and for such other purposes as may be reasonably necessary in connection with such service. The use of these premises by others or for other purposes is expressly prohibited; and
- i) All improvements made to these premises and additions and alterations thereto shall be the

property of District; provided, however, that any trade fixtures, signs and other personal property of Concessionaire not permanently affixed to these premises shall remain the property of Concessionaire and shall so remain unless Concessionaire shall fail within ten (10) days following the expiration or earlier termination of this Agreement to remove such trade fixtures, signs, and other personal property not permanently affixed to these premises, in which event, at the option of District, title to same shall vest in District, at no cost to District.

Section 4.3 Signs. Concessionaire shall have the right to install and maintain appropriate signs in the premises designated for use by Concessionaire; provided, however, that the installation of such signs shall be subject to the prior written approval of the District and the design, installation, and maintenance of such signs shall be consistent with the standards and policies of District, as such standards and policies may be developed and amended, and the laws and ordinances of all federal, state, and local governments having jurisdiction there over. District will provide posts and attachment for vendor signs in the Ready/Return parking area.

Section 4.4 Ingress; Egress. Concessionaire shall have the non-exclusive right of ingress to and egress from these premises over Airport roadways, including common-use roadways, subject to any rules or regulations which may have been established, or may be established in the future, by District, the United States (including, without limitation, the Federal Aviation Administration), City of North Bend, the County of Coos, Oregon, and/or the State of Oregon. Such right of ingress and egress shall apply to Concessionaire's employees, guests, patrons, invitees, suppliers, and other authorized individuals. Such right of ingress and egress shall likewise apply to the transport of equipment, material, machinery, and other property of Concessionaire.

Section 4.5 Other. Concessionaire shall not have the right to conduct any other on-airport rental car services at the Airport except as specifically provided for herein.

ARTICLE V. RENTALS, RENTAL FEES, AND OTHER CHARGES

Section 5.1 Terminal Premises. District hereby leases, lets, and conveys exclusively unto Concessionaire, and Concessionaire hereby leases from District 80 square feet of counter and office within the Terminal (the "Terminal Premises"), all as is more specifically indicated on the *Office/Counter Layout, Exhibit "F,"* attached hereto and made a part hereof, to be used by Concessionaire to conduct its on-airport rental car operations on the Airport.

Section 5.2 Office/Counter Rent. In consideration for the use of the exclusive Terminal space described above, Concessionaire agrees to pay to District a square foot rental as follows, without invoice, payable in advance and due monthly hereafter during the term.

- 80 sq ft. X \$12.00/sq ft per year = \$960.00 per year or \$80.00/month

Section 5.3 Ready/Return Premises. District hereby grants Concessionaire the exclusive use of a minimum of fifteen (15) rental car parking spaces near the Terminal (the "Ready/Return Premises"), for the first year, all as more fully set forth on the *Ready/Return Parking Area Layout, Exhibit "E,"* attached hereto and made a part hereof, to be used by Concessionaire as a ready/return area for its on-site rental car fleet. Concessionaire shall pay to District a Ready/Return fee of *sixteen dollars* (\$16.00) per space,

per month for the privilege and exclusive use of the Ready/Return premises as described *Ready/Return parking Area Layout, Exhibit "E"*. Ready/Return fee shall be payable in advance and due monthly without invoice.

Section 5.4 Fees and Accounting. For the privilege of operating its on-airport rental car services Concessionaire agrees to pay District the office/counter space rent, Ready/Return fees and a monthly Concession Fee to be calculated monthly as set out in Subsection (a) below.

- a) **Calculation of Concession Fee.** The Concession Fee shall equal one twelfth (1/12) of the applicable Minimum Annual Guarantee (MAG) as shown below **or** ten (10%) of Concessionaire's monthly Gross Revenues, **whichever is greater:**

<i>MONTHLY CONCESSION FEE</i>	<i>MINIMUM ANNUAL GUARANTEE</i>	<i>PERCENTAGE OF GROSS REVENUES</i>
\$2,000.00 or 10%	\$24,000.00	10%

- b) **Timing of Payment/Accounting.** The Concessionaire shall pay the appropriate fees according to the following due dates for fee payments and reports as part of this agreement and abide by such timing or be subject to the appropriate payment penalties.
- (i) **Minimum Annual Guarantee (MAG).** One-twelfth of the MAG is due in advance on the 1st day of each month, becoming delinquent if unpaid by the 10th of the month. Delinquent payment shall bear interest at the lesser of eighteen percent (18%) per annum or maximum rate of interest allowed by law from MAG due date until MAG plus penalties are paid in full.”
 - (ii) **Office/Counter Space Rent.** Each monthly payment is due in advance on the 1st day of each month, becoming delinquent if unpaid by the 10th day of the month. Delinquent payment shall bear interest at the lesser of eighteen percent (18%) per annum or maximum rate of interest allowed by law from Rent due date until Rent plus penalties are paid in full.
 - (iii) **Ready/Return Space Rent.** Each monthly payment is due in advance on the 1st day of each month, becoming delinquent if unpaid by the 10th day of the month. Delinquent payment shall bear interest at the lesser of eighteen percent (18%) per annum or maximum rate of interest allowed by law from Rent due date until Rent plus penalties are paid in full.¹
 - (iv) **Percentage Fee and Monthly Statement of Activity Report.** On or before the 20th day of each month, Concessionaire shall furnish to District the amount of Concessionaire's Gross Revenue for the previous month. In the event the Percentage Fee for such month exceeds one-twelfth of the MAG, concessionaire shall remit with such statement any amount due over and above the guarantee previously paid for such month. Without assessment by District, Concessionaire shall pay the District \$100 as liquidated damages each time Concessionaire is more than ten (10) business days late in submitting the Monthly Statement of Activity Report.”
 - (v) **Annual Audit and Activity Report.** The annual audit and activity report shall be due no later than ninety (90) calendar days from the last day of each Agreement Year. A late penalty shall be applied at \$100 per business day for each day thereafter until received.
 - (vi) **Underpayment of Fees due/found due to District Audit.** Underpayments of Fees as

found as a result of District Audit are due no later than 30 days from notice from District of Additional fees due. Delinquent payment shall bear interest at the lesser of eighteen percent (18%) per annum or maximum rate of interest allowed by law from due date until fees plus penalties are paid in full.

Section 5.5 Record Keeping. During any Agreement Year, and for two years thereafter, Concessionaire shall maintain such original books and records as would normally be examined by an independent certified public accountant pursuant to GAAS in performing an audit or examination of Concessionaire's Gross Revenues. Such original books and records shall contain records of all Concessionaire's Revenues in connection with its operation computed or recorded in accordance with GAAP consistently applied except to the extent such principles or standards may conflict with the provisions of this Agreement. In addition, Concessionaire shall account for all revenues and receipts of any nature related to transactions in connection with this Agreement entered into at its airport Premises in a manner which segregates in detail those transactions from other transactions of the Concessionaire and which supports the amounts reported to District in the Concessionaire's monthly Statement of Activity Report in accordance with Section 5.4(b)(iv). At a minimum Concessionaire's accounting for such revenues and receipts shall include a separate numbering system for transactions in connection with this Agreement and a compiled report of rental agreements showing all Gross Revenues and all exclusions from Gross Revenues and by individual rental agreements. The report shall be itemized and subtotaled by day, and totaled by month. The monthly total shall correspond with the amounts reported to District under Section 5.4(a) and shall be reconciled to the amounts posted on the Concessionaire's general ledger, if different, offset, or netted with other amounts posted to the general ledger.

Books and records shall also include, but are not limited to:

- a) All original accounting source documents detailing transactions relevant to this Agreement, including but not limited to (i) original rental agreements; (ii) operating/financial statements; (iii) a complete (cumulative) general ledger; (iv) monthly sales journals detailing each rental agreement for the month; (v) reconciliations between the financial records and monthly reports submitted to District; (vi) bank statements applicable to the operation of this Concession at the Airport; (vii) corporate contracts with corporate customers; (viii) annual audited financial statements and related reports on internal controls (including management representation letters); (ix) electronic media documenting accounting records; (x) other sales related documents; and
- b) Detailed backup documentation for all exclusions from Gross Revenue claimed by Concessionaire. If any litigation, claim or audit is commenced by District or Concessionaire against the other prior to expiration of the contract term or of such two (2) year period but extends beyond such period, Concessionaire must retain such original books and records until the litigation, claim or audit has been finally resolved. Such original books and records shall be maintained in the form of electronic media compatible with or convertible to format compatible with computer software utilized by District at its offices, or computer run hard copy. Such original books and records shall be maintained consistent with GAAP, shall be segregated from Concessionaire's original books and records relating to other operations, shall contain records of all applicable original agreements and receipts associated with such agreements for each of Concessionaire's airport Premises and shall contain a breakdown of such receipts into the components of Gross Revenues and any exclusions there from. Such original books and records shall be maintained in a manner to allow for an audit, examination, or inspection. Daily business reports shall not suffice to take the place of records of such agreements and receipts properly recorded in Concessionaire's general ledger, revenue journals, and/or summaries. If requested, Concessionaire shall provide District with a computer file compatible with District software that details monthly transactions.

c) Concessionaire acknowledges that Percentage Fee payments by Concessionaire to District under this Concession Agreement for Concessionaire's privilege to use the Airport facilities and access the Airport market and are not fees imported by District upon the concessionaire's customers. District does not require, but will not prohibit, a separate statement of the Percentage Fee on customer invoices or rental agreements, provided that such separate statement of fees meets all of the following conditions; (i) such Percentage Fee pass through must be titled "Concession Recovery Fee" or "Concession Recoupment Fee"; (ii) the Concession Recovery Fee or Concession Recoupment Fee must be shown on the customer rental agreement and invoiced with other Concessionaire charges; (iii) the Percentage Fee as stated on the invoice and charged to the customer shall be no more than eleven and eleventh one-hundredths percent (11.11%); (iv) Concessionaire shall neither identify, treat, or refer to Percentage Fee as a tax, nor imply District is requiring the pass-through of such fee; (v) if Concessionaire elects to include the Percentage Fee on its customers' invoices, it will be considered a part of Gross Revenue; and (vi) Concessionaire shall comply with all applicable laws, including Federal Trade Commission requirements, and the Oregon Unfair Trade Practices Act, ORS 646.605 to 646.656, and any commitment to or contractual obligation by Concessionaire with the Attorney General of Oregon or any group of State Attorneys General.

Section 5.6 Audit Requirements and Rights. District shall have the right, upon reasonable notice, during reasonable business hours, and in a manner that is not unduly disruptive to Concessionaire, to conduct an audit, examination, or inspection of Concessionaire's original books and records and computerized accounting systems relating to Concessionaire's operation (including but not limited to all of the books and records Concessionaire is required to maintain under Section 5.5) in order to determine accuracy of the fees paid by Concessionaire to District for the initial and first Agreement year and any subsequent Agreement year which ended no more than two (2) years prior to the date of the commencement of such audit.

Such audit, examination, or inspection may include, but is not limited to, a review of the general, input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. Concessionaire shall, if requested, freely lend assistance in making such audit, examination or inspection, and if such records are maintained in electronic and other machine-readable format, shall provide District and/or its representative such assistance as may be required to allow complete access to such records within ten (10) business days from the original request.

(a) **Penalty for Non-Compliance with Audit.** If Concessionaire does not make the books and records available within ten (10) business days, a charge of *one hundred dollars* (\$100) per day for each day the records are late will accrue and be due and payable to District. If such books and records are maintained outside District, and cannot be provided to a location within Coos County, Oregon, Concessionaire agrees to reimburse District for expenses incurred in sending representatives to wherever such records are maintained. Such expense will include the added cost of auditor time, transportation, lodging, food and other out-of-pocket expenses resulting from the necessity to leave Coos County, Oregon. In those situations where Concessionaire's records have been generated from computerized data (whether mainframe, minicomputer, or PC-based computer systems), Concessionaire agrees to provide District's representatives with extracts of data files in a computer readable format on data disks, e-mail with attached files or suitable alternative computer data exchange formats. Concessionaire agrees to provide appropriate workspace to conduct the audit and free access to copiers, fax machines and other needed office equipment. Concessionaire shall provide the name and

telephone number of Concessionaire's accounting manager or the like who has a thorough knowledge of the accounting system as it pertains to this Agreement and who will assist District with its audit. Concessionaire will also allow interview of past and present employees who were or are involved in the financial or operational activities of Concessionaire.

- (b) **Requirement to Satisfy Underpayment.** If the audit performed pursuant to Section 5.6 reveals that the amount of Concession Fees Concessionaire actually incurred and should have paid to District during the Agreement is greater than the total of such Concession Fees paid to District, then Concessionaire shall pay the difference to District within thirty (30) days of notice by District 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 pay payment by Concessionaire.
- (c) **Refund of Overpayment.** If an audit finds that Concession Fees actually paid by Concessionaire exceed the Concession Fees such Concessionaire actually incurred, then Concessionaire shall be entitled to a credit in the amount of the excess against the Concession Fees next due and owing from Concessionaire to District. If the Agreement has terminated and there are not amounts owing from Concessionaire to District under the Agreement, then District shall refund the difference to Concessionaire within thirty (30) days of District's actual completion of its audit.
- (d) **Audit Expenses.** If an audit or inspection finds that the amount of Concession Fees Concessionaire actually incurred and should have paid to District is more than two percent (2%) greater than the amount of Concession Fees Concessionaire paid District, then Concessionaire shall reimburse District for the entire cost of the audit or inspection.
- (e) **Inspection and Audit Rights Survive Expiration.** District's rights under Section 5.6 to inspect and audit the books and records shall survive the expiration or earlier termination of the Agreement.
- (f) **Conflict between Agreement and Accounting Principles or Auditing Standards.** In the event of any conflict between any provision of the Agreement and GAAP or GAAS, the provisions of this Agreement shall control even where this Agreement references such principles or standards. In particular, without limitation, Concessionaire shall maintain all original books and records required under this Agreement to the full extent required hereunder, even if some or all of such records would not be required under GAAP or GAAS.

ARTICLE VI. DISTRICT'S COVENANTS

District covenants, warrants, and agrees that:

- (a) District has lawful possession of Terminal and Ready/Return premises, and is authorized to execute this Agreement;
- (b) District shall, at no cost to Concessionaire, provide finished floors, ceilings, unfinished walls, finished counter shell, under-counter electrical duct work, and utilities at terminal, and will further provide all partitions about the perimeter of these premises, all structural walls and supports, all structural roof construction, all structural floor construction, and all exterior window walls designed about the perimeter of these premises, and all heating, air conditioning, and electrical service at terminal and lighting at Ready/Return premises.
- (c) District shall maintain all public and common or joint use areas of the Airport in good repair, and shall make such repairs, replacements, or additions thereto as it considers, in its sole discretion, necessary for the safe and efficient operation of the Airport;

- (d) District shall provide for, install and construct, and throughout the term of this Agreement, maintain and keep in repair, and open to traffic, a road or roads suitable for vehicular traffic connecting the Ready/Return Premises with the Terminal, which road or roads Concessionaire is hereby given the right to use, in common with others, for movement of its vehicles throughout the term of this Agreement; and
- (e) Throughout the term hereof, Concessionaire may have, hold, and enjoy peaceful and uninterrupted possession of these premises and the rights herein leased and granted, subject to performance by Concessionaire of its obligations herein.

ARTICLE VII. CONCESSIONAIRE'S COVENANTS

Concessionaire covenants, warrants, and agrees that:

- (a) Concessionaire is a corporation duly organized and validly existing which is authorized to do and doing business in the State of Oregon;
- (b) Concessionaire is empowered and authorized by its directors and shareholders to enter into this Agreement and consummate the transactions contemplated hereby;
- (c) Concessionaire shall pay the rent and other charges herein reserved, and submit all documentation required hereunder, at such times and places as the same are due and payable;
- (d) Concessionaire shall comply with the provisions of Section 4.2 when making any alterations or additions to these premises;
- (e) Concessionaire shall keep and maintain these premises in good condition, order, and repairs during the term of this Agreement, and surrender the same upon the expiration or earlier termination hereof in the condition in which they are required to be kept, reasonable wear and tear excepted;
- (f) Concessionaire shall observe and comply with all present and future laws, ordinances, orders, directives, rules and regulations of District, the United States (including without limitation the Federal Aviation Administration and the Transportation Security Administration, the State of Oregon, the County of Coos, Oregon, and the respective agencies, departments, authorities or commissions of each which may either directly or indirectly affect Concessionaire or its operations on, or in connection with, the Airport and any other rights and privileges herein granted, including but not limited to all federal, state, and local environmental protection laws, regulations, rules and ordinances;
- (g) Concessionaire shall timely pay for all licenses and permits necessary for, and promptly satisfy all costs and expenses associated with, Concessionaire's operations at the Airport and timely pay all fees, taxes and charges assessed or imposed by any governmental authority, insofar as they are applicable to Concessionaire's business and operations;
- (h) Concessionaire shall undertake an affirmative action program as may be required by Title 14, Code of Federal Regulations Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin or sex, be excluded from participating in any employment activities covered in Title 14, Code of Federal Regulations, part 152, Subpart E, or from participating in or receiving the services or benefits of any program or activity covered by said Subpart E;
- (i) In the event facilities are constructed, maintained or otherwise operated on these premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Concessionaire shall maintain and operate such facilities and services in compliance with requirements imposed pursuant to Title 49, code of Federal Regulations, Part 21, Nondiscrimination in Federally

- Assisted Programs of the Department of Transportation, as amended;
- (j) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of these premises; no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under these premises or the furnishing of services thereon; and Concessionaire shall use these premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended; and
 - (k) Concessionaire shall include the provisions of the above clauses (h), (i), and (j) in all contracts, subleases, assignments, or other agreements related to or connected with this Agreement and shall cause all contractors, subleases, or assignees there under, as the case may be, to similarly include such provisions in any future contracts, subleases, assignments, or other such agreements.
 - (l) During the term of this Agreement, Concessionaire shall operate and maintain all signage only under the trade or brand name(s) designated by Concessionaire in its bid preceding this Agreement. Concessionaire shall be prohibited from operating at the Airport under any brand name or names other than the brand name or names that it designated in its response to District's invitation for bid. No more than a total of two (2) trade or brand names may be used. No other brand name shall be used or displayed by Concessionaire at the Airport or upon the Premises during the term of this Agreement. Except as provided herein, Dual Branding is prohibited.
 - (m) During the term of this Agreement, Concessionaire shall not simultaneously operate any competing (for airport business) rental car facility off-airport.

ARTICLE VIII. OPERATING STANDARDS

Section 8.1 Rental Services. Concessionaire shall furnish rental car services on a fair, reasonable, and non-discriminatory basis to all users and patrons of the Airport, with its customer service counter in these premises being open and operated at all times required to meet scheduled flights where reservations have been made. The Concessionaire shall maintain and operate its rental car operations in a first-class manner and shall keep these premises in a safe, clean, orderly, and inviting condition at all times satisfactory to District. Concessionaire shall; (a) accept at least three (3) nationally recognized credit cards for payment of vehicle rental; and (b) provide for a national reservation system for services of Concessionaire at the Airport.

Section 8.2 Operations. Concessionaire shall conduct its operations in an orderly and proper manner so as not to annoy, disturb, or be offensive to customers, patrons, or other tenants on the Airport.

Section 8.3 Manager. Concessionaire shall select and appoint a full-time manager of its rental car operation herein authorized. Such person shall be qualified and experienced, vested with full power and authority to act in the name of Concessionaire with respect to the method, manner, and conduct of the operation of Concessionaire's rental car operations on the Airport. Such manager or supervisor shall be available at the Airport during regular business hours, and during such manager's absence a duly authorized representative shall be in charge and be available on the Airport.

Section 8.4 Conduct. Concessionaire shall be responsible for the conduct, demeanor, and appearance of

its officers, agents, employees, and representatives. Such persons, while on duty, shall wear Company uniforms, with name tag, clearly identifying themselves as working on the Airport, which uniforms shall at all times be maintained in a neat, orderly, and clean condition. Concessionaire shall train its officers, agent's employees, and representatives to render a high degree of courteous and efficient service, and it shall be the responsibility of Concessionaire to maintain close supervision over such persons to assure the rendering of a high standard of service to the public and the patrons of Concessionaire's rental car operations. Upon receipt of a written objection from the Airport Manager concerning the appearance or demeanor of any of Concessionaire's employees, Concessionaire shall promptly eliminate the basis for the objection, including if necessary the initiation of steps that could lead to the discharge of the offending employee in accordance with Concessionaire's employment policies and any applicable collective bargaining agreements, and shall take any action reasonably necessary to prevent a recurrence of the same or similar conduct. Should Concessionaire not take corrective action or a recurrence of the objected-to-behavior occurs again, Concessionaire agrees to and shall pay a penalty fee in the amount of \$100 to District for each additional occurrence of the same offending behavior.

Section 8.5 Rental Fleet. Concessionaire shall at all times maintain on the Airport, at Concessionaire's expense, an adequate supply of rental cars to meet the reasonable public demand therefore. Such rental cars shall at all times be maintained by Concessionaire, at its own cost and expense, in good operating order and free from known mechanical defects and shall be kept in a clean, neat and attractive condition, inside and out. Concessionaire agrees that it will at no time use rental cars whose year model is more than five (5) years older than the current year model; except that Concessionaire shall have until May 31st of each year to eliminate from inventory and use those rental cars whose year model is more than five (5) years older than the current year model.

Section 8.6 Solicitation. Concessionaire shall not permit its officers, agents, employees, and representatives to engage in the solicitation of the services offered by Concessionaire outside of these premises. District shall be the sole judge on the question as to whether the conduct of Concessionaire in the solicitation of business constitutes a violation of this Section, and, upon notice from District, Concessionaire shall forthwith take all lawful steps necessary to promptly eliminate the condition complained of.

Section 8.7 Relationships With Others. Concessionaire shall so conduct and carry on its rental car operations on the Airport as to maintain a friendly, cooperative, though competitive relationship with its competitors, if any, engaged in like business at the Airport and shall not engage in open, notorious, and public disputes, disagreements, or conflicts tending to deteriorate the quality of the service of Concessionaire or its competitors or be incompatible to the best interest of the public on the Airport. District shall have the right, but not the obligation, to resolve all such disputes, disagreements, or conflicts. District's determination thereof, or the manner in which Concessionaire shall thereafter operate, shall be binding upon Concessionaire.

Section 8.8 Janitorial and Cleaning Services. Concessionaire shall provide at its own expense such janitorial and cleaning services and supplies as may be necessary or required for the operation and maintenance of these premises except that cleaning of the open counter space will be responsibility of District. Concessionaire shall keep and maintain these premises in a clean, neat, and sanitary condition and attractive in appearance.

Section 8.9 Garbage. Concessionaire shall provide and use suitable covered or sealed receptacles for all garbage, trash, and other refuse in these premises. Piling of boxes, cartons, barrels, or similar items shall not be permitted.

Section 8.10 Repairs. Any repairs performed at these premises by Concessionaire, or on its behalf, shall be of first-class quality in both materials and workmanship. All repairs shall be made in conformity with all laws, rules, regulations, and ordinances prescribed from time to time by federal, state, or local authorities having jurisdiction over these premises.

ARTICLE IX. INSPECTION

District and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right to enter upon these premises for the following purposes:

- (a) To inspect these premises at reasonable intervals during regular business hours (or any time in case of an emergency) to determine whether Concessionaire has complied and is complying with the terms and conditions of this Agreement; and
- (b) To perform essential maintenance, repair, relocation, or removal of existing underground or overhead wires, pipes, drains, cables, conduits, and other facilities now or hereafter located on or across these premises, and to construct, maintain, repair, relocate, and remove such facilities in the future if necessary to carry out the master plan of development for the Airport; provided, however, that said work shall in no event disrupt or unduly interfere with the operations of Concessionaire, and provided further, that the entire cost of such work, including but not limited to the cost of rebuilding, removing, relocating, protecting, or otherwise modifying any improvement at any time erected or installed in or upon these premises as a result of the exercise of District of its rights hereunder, and the repair of all damage to such improvement caused thereby, shall be borne solely by District.

ARTICLE X. ASSIGNMENT AND SUBLEASING

Section 10.1 Assignment. Concessionaire shall not assign or sublet this Agreement or allow same to be assigned by operation of law or otherwise, or sublet these premises or any part thereof without the prior written consent of District. District reserves the right to deny any assignment or subletting by Concessionaire for any reason it deems in the best interest of District. Any purported assignment or sublease in violation hereof shall be void.

Section 10.2 Continued Obligations. In the event District consents to any assignment or subletting on the part of Concessionaire of any rights or privileges granted in this Agreement, Concessionaire shall continue to remain responsible for any and all payments due District as a result of operations from the assignment or subletting.

Section 10.3 Default. In no case may the activities, uses, privileges, and obligations authorized herein on the Airport, or in the Terminal, or on the Ready/Return Premises, or any portions thereof be assigned for any period or periods after a default by Concessionaire of any of the terms, covenants, and conditions of this Agreement.

ARTICLE XI. INDEMNIFICATION

Concessionaire shall protect, defend, indemnify and hold District completely harmless from and against any and all liabilities, demands, suits, claims, losses, damages, fines, penalties, attorney fees, costs, and judgments arising by reason of the injury or death of any person or damage to any property of any nature (including but not limited to those relating to or arising out of the violation of any federal, state, or local environmental protection, health, or safety law, regulation, rule, or ordinance), including all reasonable costs of investigation and defense thereof (including but not limited to attorney's fees and court cost), arising out of or incidental to any acts or omissions of Concessionaire, its officers, employees, agents, representatives, contractors, subcontractors, licensees, or invitees related to (a) this Agreement, (b) Concessionaire's use or occupancy of, or operations on or in connection with, the Airport, or the Terminal, or the Ready/Return Premises, or any portions thereof, or (c) Concessionaire's rights, responsibilities, or duties under this Agreement; unless such injury, death, or damage is caused by the sole negligence of District. District shall give Concessionaire reasonable notice of any such claims or actions. Concessionaire, in carrying out its obligations hereunder, shall use counsel reasonable or acceptable to, and cooperative with District. The provisions of this Article XI shall survive the expiration or earlier termination of this Agreement.

ARTICLE XII INSURANCE AND PERFORMANCE BOND

Section 12.1 Insurance:

- (a) ***Required Minimum Insurance.*** Concessionaire shall obtain and maintain continuously in effect at all times during the term of this Agreement at Concessionaire's sole cost and expense, the following insurance:
 - (i) Comprehensive general liability insurance protecting District against any and all liability arising out of or incidental to any acts or omissions of Concessionaire, its officers, employees, agents, representatives, contractors, subcontractors, licensees, or invitees related to this Agreement; Concessionaire's use or occupancy of, or operations on or in connection with, the Airport, the Terminal and Ready/Return Premises, or any portions thereof; and Concessionaire's rights, responsibilities or duties under this Agreement, in the minimum amount \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate;
 - (ii) Automobile liability insurance, in the minimum amount of \$1,000,000 combined single limit per occurrence, including matching uninsured motorist, bodily injury and Oregon APIP;
 - (iii) Contractual liability insurance to insure Concessionaire's obligation to defend, indemnify and hold District harmless in accordance with the indemnification provisions of Article XI, in the minimum amount \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (b) ***Policy Requirements.*** All insurance policies required herein shall be issued by a solvent insurance company or companies acceptable to District and authorized to do business in Oregon; shall name District as an additional insured; and shall be conditioned upon thirty (30) days prior written notice to District before such policies may be altered or canceled. Concessionaire shall provide to District certificates of insurance evidencing Concessionaire's compliance with the provisions to this Agreement.
- (c) ***Effect of Noncompliance.*** Failure to keep the insurance required pursuant to this agreement in force or provide District with evidence of such insurance shall constitute a default under the terms of this Agreement entitling District, in addition to all other remedies available hereunder,

the right to immediately suspend Concessionaire's right to access and use of all these premises. In addition, if Concessionaire shall at any time fail to insure or to keep insured as aforesaid, District may, but shall not be required to, do all things necessary to effect or maintain such insurance and all monies expended by it for that purpose shall be repaid to District by Concessionaire as additional rentals in the month or months the premium or premiums are paid by District.

- (d) **Notice.** District agrees to notify Concessionaire in writing as soon as practical of any claim, demand, or action arising out of any occurrence covered hereunder of which District has knowledge and to cooperate with Concessionaire in the investigation and defense thereof.
- (e) **Oregon Workers' Compensation.** Concessionaire, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

Section 12.2 Performance Security Deposit/Bond. Concessionaire shall provide District, and maintain throughout the term hereof, a Security Deposit in an amount equal to one-half (1/2) the Minimum annual Guarantee (MAG). The Security Deposit shall be in the form of an irrevocable letter of credit in a form acceptable to District and drawn on a bank with a branch in the State of Oregon or other such security deemed acceptable to District in its sole discretion. The Security is subject to annual increases proportionate to any increase in MAG. The Security Deposit shall secure all of Concessionaire's obligations under this Agreement.

The Security Deposit may be drawn upon to pay Rent without notice at any time after Rent is past due. In addition, District may draw upon the Security Deposit, if a letter of credit, immediately, without notice, upon the commencement of a bankruptcy case or other insolvency proceeding, as described in Section 20.28, by or against Concessionaire, upon receipt of notice of non-renewal or failure of Concessionaire to cause the letter of credit to be renewed at least the (10) calendar days before its stated expiration date, or for failure to increase the face amount of the letter of credit.

ARTICLE XIII. CANCELLATION BY CONCESSIONAIRE

Section 13.1 Events. Concessionaire shall have the right upon ten (10) days prior written notice to District to cancel and terminate this Agreement upon the happening of one or more of the following events, if said event or events shall then be continuing:

- (a) Any court of competent jurisdiction shall issue an injunction, order, or decree preventing or restraining the use by Concessionaire of all or any substantial part of the Airport, or preventing or restraining the use of the Airport for usual airport purposes, or the use of any portion thereof which may be used by Concessionaire and which is necessary for Concessionaire's operations at the Airport, which remains in force for a period of at least ninety (90) days; provided, however, that any such injunction, order, or decree shall not have resulted from any wrongful action or fault of Concessionaire;
- (b) District shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it under this Agreement and shall fail to cure said default within thirty (30) days following receipt of written demand from Concessionaire to do so, except that if the default cannot be cured within said thirty (30) days by reason of the nature of such default, Concessionaire shall then have the right to cancel this Agreement only if District shall have failed to commence to remedy such default within said thirty (30) days following receipt of such written demand, or

- having so commenced, shall fail thereafter to continue with diligence the curing thereof;
- (c) All or a material part of the Airport shall be destroyed by fire, explosion, earthquake, other casualty, acts of God, or the public enemy;
 - (d) The United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to materially interfere with Concessionaire's operations for a period of ninety (90) consecutive days or more.

Section 13.2 Litigation. In the event of any litigation to determine if a condition of default has occurred, Concessionaire shall pay its rentals, fees, and charges into the court having jurisdiction over such litigation, or to District, but shall not be relieved from such obligation unless and until a final determination on such litigation is made in that regard in Concessionaire's favor.

ARTICLE XIV CANCELLATION BY DISTRICT

Section 14.1 Events. District shall have the right upon written notice to Concessionaire to immediately cancel and terminate the Agreement in its entirety, upon or after the happening of one or more of the following events, if such event or events is then continuing:

- (a) Concessionaire shall make a general assignment for the benefit of creditors;
- (b) Concessionaire shall file a voluntary petition in bankruptcy or a petition seeking its reorganization or the readjustment of its indebtedness under the Bankruptcy Code (Title 11 of the United States Code) as not in effect or hereafter amended;
- (c) An involuntary petition in bankruptcy shall be filed against Concessionaire, and Concessionaire is thereafter adjudicated bankrupt there under;
- (d) Concessionaire shall consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of the property of Concessionaire;
- (e) Concessionaire shall fail to make any payments of fees as set forth in Section 5;
- (f) Concessionaire shall default in fulfilling any of the terms, covenants, or conditions required of it under this Agreement or any other agreement executed between District and Concessionaire and Concessionaire shall fail to remedy the default within twenty (20) days following receipt by Concessionaire of written demand from District to do so;
- (g) District shall determine, at any time during the term hereof, that it is reasonably necessary to utilize these premises, or the Ready/Return Premises for Airport expansion and development purposes; provided, however, in that event alone, District may cancel this Agreement only on one hundred and eighty (180) days written notice to Concessionaire, and District shall have no obligations to Concessionaire by reason of such cancellation; or
- (h) Concessionaire shall abandon all or any part of these premises or shall discontinue the conduct of its operations in all or any part of these premises for a period in excess of forty-eight (48) hours.

Section 14.2 Repossession. In the event any condition of default shall occur (notwithstanding any waiver, license, or indulgence granted by District), then while such condition is continuing, District shall have the right, at its election, either to terminate this Agreement as aforesaid or to enter upon and take possession of these premises or any part thereof, without demand or notice, and repossess the same, expelling Concessionaire and those claiming under Concessionaire, without prejudice to any remedy for arrears of rent or preceding breach of covenant and without any liability to Concessionaire or those claiming under Concessionaire for such repossession.

Section 14.3 Reletting. Upon repossession, District shall in good faith attempt to relet these premises, or any part thereof, for such period or periods (which may extend beyond the term of this Agreement) at such rentals or rents and upon such other terms and conditions as District may, in good faith, deem advisable. District shall in no event be liable and Concessionaire's liability shall not be affected or diminished in any way whatsoever for failure to relet these premises, or in the event same are relet, for failure to collect any rental or other sums due under such reletting.

Section 14.4 Removal of Personal Property. If District shall terminate this Agreement or take possession of these premises by reason of a condition of default, Concessionaire, and those holding under Concessionaire, shall forthwith remove their personal property from these premises. If Concessionaire or any such claimant shall fail to effect such removal within the applicable time limitations set forth in Section 4.2 (i), District may, at its option, remove such goods and effects and may (a) store the same for the account of Concessionaire or of the owner thereof at any place selected by District, (b) retain such goods as the property of District free and clear of any claims thereto from or by the Concessionaire, or (c) upon giving fifteen (15) days written notice to Concessionaire of the date, time, and location of sale, sell such goods at public or private auction on such terms and conditions as to price, payment, and otherwise as District may in good faith deem advisable. If, in District's judgment, the cost of removing and storing or the cost of removing and selling any such goods and effects exceeds the value thereof for the probable sale price thereof, as the case may be, District shall have the right, without liability for doing so, to dispose of such goods in any manner District may deem advisable.

Section 14.5 Costs. Concessionaire shall be responsible for all costs of removal, storage, and sale and District shall have the right to reimburse itself from the proceeds of any sale for all such costs paid or incurred by District. If any surplus sale proceeds shall remain after such reimbursement, District may deduct from each surplus any other sum due to District hereunder and shall pay over to Concessionaire any remaining balance of such surplus sale proceeds.

Section 14.6 Waiver. If District shall enter into and repossess these premises for reason of default of Concessionaire in the performance of any or the terms, covenants, or conditions herein contained, then and in that event, Concessionaire hereby covenants and agrees that Concessionaire will not claim the right to redeem or re-enter the repossessed areas to restore its operations hereunder and Concessionaire hereby waives the right to such redemption and re-entrance under any present or future law and hereby further, for any party claiming through or under Concessionaire, expressly waives its right, if any, to make payment of any sum or sums of rent, or otherwise, of which Concessionaire shall have made default under any of the covenants thereof by reason of such payment.

Section 14.7 Cumulative Rights. All rights and remedies of District herein created or otherwise existing at law are cumulative and the exercise of one or more rights of remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable.

Section 14.8 Settlement. If proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be affected either before or after judgment whereby Concessionaire shall be permitted to retain possession of these premises, then such proceedings shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof.

Section 14.9 Cooperation. Upon the termination of this Agreement, through passage of time or otherwise, Concessionaire shall aid District in all reasonable ways possible in continuing the business of operating an on-airport rental car concession at the Airport uninterruptedly.

**ARTICLE XV.
SECURITY**

Section 15.1 Federal Regulations. Concessionaire agrees to observe all security requirements of Transportation Security Administration Part 1542, and the Airport Security Program and as they may be amended hereafter, as approved by the Transportation Security Administration, and to take such steps as may be necessary or directed by District to ensure that all officers, employees, representatives, invitees, and guests observe such requirements.

Section 15.2 Fines/Penalties. If District incurs any fines and/or penalties imposed by Transportation Security Administration or any expense in enforcing the regulations of Transportation Security Administration, PART 1542, and/or the Airport Security Program, as a result of the acts or omissions of Concessionaire, Concessionaire agrees to pay and/or reimburse all such costs and expenses. Concessionaire further agrees to rectify any security deficiency as may be determined as such by District or the Transportation Security Administration. District reserves the right to take whatever action necessary to rectify any security deficiency, in the event Concessionaire fails to remedy the security deficiency.

**ARTICLE XVI.
HOLDING OVER**

Any holding over by Concessionaire after the expiration or earlier termination of this Agreement, without the written consent of District, except for the period provided for herein for removal of property, shall not be deemed to operate as an extension or renewal of this agreement, but shall only create a tenancy from month to month which may be terminated by District at any time. In the event of such holding over, District shall be entitled to collect from Concessionaire, in addition to any rentals which would otherwise be due, double the amount of the Concession Fee paid to District immediately prior to the commencement of such holding over.

**ARTICLE XVII.
DAMAGE AND CASUALTY**

In the event that these premises are damaged or destroyed by fire or other casualty, Concessionaire shall immediately repair such damage and restore these premises to a condition at least as good as existed immediately before the casualty. While these premises are being so repaired and restored, the applicable Minimum Annual Guarantee hereunder shall abate only if the improvements thereon are rendered untenable by such damage; provided, however, that the acts or omissions of Concessionaire, its officers, employees, agents, representatives, contractors, subcontractors, licensees, or invitees did not cause the damage, in which case the Minimum Annual Guarantee shall not abate. If these premises are rendered wholly untenable and incapable of repair, this Agreement shall terminate.

**ARTICLE XVIII.
TAXES AND ASSESSMENTS**

Section 18.1 Payment. Concessionaire agrees to pay, before due, all taxes, assessments, user fees and other charges, however named, which become due after the effective date of this Agreement, levied or charged by the state, county, District, district or any other governing body upon the Premises or any improvements located on the Premises, or upon any interest of Concessionaire acquired pursuant to this Agreement, or any possessor right which Concessionaire may have in or to the Premises or the improvements thereon by reason of Concessionaire's occupancy thereof, as well as all taxes, assessments, user fees or other charges on all property, real or personal, owned or leased by Concessionaire in or about said Premises (collectively, "Taxes"). Together with any other tax or charge levied wholly or partly in lieu thereof. If available by law, rule or order of the taxing authority, Concessionaire may make payments in installments.

To the extent that concessionaire qualifies for tax-exempt status, concessionaire may apply for such exemption; however, unless an exemption is obtained, Concessionaire shall pay all Taxes due under this Section. Concessionaire understands that the Premises are exempt from real property Taxes until leased to a taxable entity. Therefore, in the event that the Term of this Agreement ends before the end of any tax year, concessionaire, unless exempt, shall be responsible for the payment of property taxes for the entire Agreement Year without pro-ration, or in the event of any change in property tax law, for any taxes due under such law. Concessionaire agrees that Coos County, Oregon, is an intended third-party beneficiary of Concessionaire's obligations under this Agreement to pay taxes owed to Coos County and that Coos County may enforce such obligation directly, by an action for a money judgment, without affecting any right or remedy available under this Agreement or otherwise.

Neither the Concessionaire or any Lease or Agreement of Concessionaire shall be entitled to claim any exemption from sales or use taxes, or other taxes by reason of District's ownership of fee title in any of the land or facilities identified in the Agreement.

Section 18.2 Documentation. Concessionaire shall furnish to District; promptly upon request, proof of the payment of any tax, assessment, and other governmental, or similar charge, which is payable by Concessionaire as provided herein.

ARTICLE XIX. NOTICE

Any notice given hereunder shall be given in writing, signed by the party giving such notice, and shall be sent by United States certified mail, return receipt requested, with proper postage and registration fees prepaid, addressed to the party for who intended, at the following address:

To District: Coos County Airport District
 1100 Airport Ln
 North Bend, Oregon 97459
 Attention: Executive Director

To Concessionaire:

or to such other address as the party being given such notices shall from time to time designate to the other by notice given in accordance herewith. Notice shall become effective two (2) days after date mailed.

ARTICLE XX. GENERAL PROVISIONS

Section 20.1 Independent Contractor. Concessionaire shall, at all times, be regarded as an independent contractor and shall at no time act as agent for District. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.

Concessionaire, its subcontractors if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

The parties understand and agree that neither the method of computation of fees or rentals, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the independent relationship of District and Concessionaire.

Section 20.2 Approvals. Whenever this Agreement calls for approval by District, such approval shall be evidenced by the written approval of the District's Executive Director or his designee.

Section 20.3 Non-Exclusive Right. It is not the intent of this Agreement to grant to Concessionaire the exclusive right to provide ground transportation services at the Airport at any time during the term of this Agreement. District reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Concessionaire.

Section 20.4 United States Requirements. This Agreement is subject and subordinate to the provisions of any agreement hereof or hereafter made between District and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required or is required as a condition precedent to the transfer of federal rights or property to District for airport purposes, or the expenditure of federal funds for the improvement or development of the Airport.

Section 20.5 No Waiver. No delay or omission by District in exercising any right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence therein, impair any other right, power or remedy hereunder, or otherwise afforded by contract, at law, inequity or by statute, or operate as a waiver of such right, power or remedy. No waiver by District of any default by Concessionaire hereunder shall operate as a waiver of any other default of the same default on a future occasion.

Section 20.6 Headings. The article and section headings contained in this Agreement are inserted for convenience of reference only, and shall not be construed as defining, limiting, extending, or describing the scope of this Agreement, any article or section hereof, or the intent of any provision hereof.

Section 20.7 Severability If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and to this end, the provisions hereof are severable.

Section 20.8 Aerial Approaches. District reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction or interference, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on or adjacent to these premises, which in the opinion of District, would limit the usefulness of the Airport or constitute a hazard to aircraft.

Section 20.9 Waiver of Claims. Concessionaire hereby waives any claim against District and its officers, directors, agents, servants, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, voidable, or delaying the same of any part thereof, from being carried out.

Section 20.10 Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

Section 20.11 Incorporation of Required Provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Section 20.12 Binding Effect. All terms, covenants, and conditions of this Agreement shall be binding upon and inure to the respective benefit of District and Concessionaire, their respective officers, employees, agents, and representatives, all as the case may be.

Section 20.13 Right to Amend. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Concessionaire shall make such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of the Agreement as may be reasonable required and any expenses resulting from such amendments, modifications, revisions, supplements, or deletions shall be borne solely by Concessionaire.

Section 20.14 Time. Time is of the essence with regard to each and every provision of this Agreement.

Section 20.15 Force Majeure. Neither District nor Concessionaire shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior government authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which are not within its control.

Section 20.16 Employee Parking. District may provide parking facilities to Concessionaire's employees in common with employees of other Concessionaires and users of the Airport and retains the right to institute a nondiscriminatory charge for the privilege of utilizing such parking facilities.

Section 20.17 Additional Space. If space is available, and at the sole option of District, Concessionaire may lease from District additional storage, office, and other space identified by District as available for such purposes, on terms to be negotiated by District and Concessionaire.

Section 20.18 Relocation. District reserves the right from time to time to change the location of these premises and to provide for separate parking areas. In the event District chooses to make such relocation, the reasonable cost of the relocation shall be paid by District. If it becomes necessary for District to relocate the Ready/Return premises to a remote area necessitating the use of a busing system to transport

customers, then all rental car concessions agreements will be terminated and new agreements will be rebid and renegotiated at that time. If the District does decide to relocate any or all of the premises or the ready/return area, District will make every effort to ensure that the relocation will be to a comparable and mutually agreeable location that will not put Concessionaire or any other rental car company at a competitive disadvantage.”

Section 20.19 Revenue Diversion. Concessionaire shall not cause or allow to be diverted from the Airport any of its rental car operations in any manner to avoid or reduce its Gross Revenue upon which its financial obligations owed District are computed. In the event Concessionaire establishes, owns, operates, or manages during the term hereof any rental car operations within ten (10) miles of the Airport, it agrees to make all books, records, and other pertinent documents of such rental car business available for audit by District and/or its designated representative to ensure compliance with this provision.

Section 20.20 Governing Law. This agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Oregon, without regard to the principals of conflict of law, and Concessionaire hereby agrees and submits to the personal jurisdiction of the state and federal courts within Coos County Oregon for the purpose of enforcing or construing the Agreement, subject only to written notice of any such action delivered to Concessionaire in accordance with Article XIX hereby.

Section 20.21 Understanding. The parties hereto acknowledge that they have thoroughly read the Agreement, all exhibits or attachments hereto, and have sought and received competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.

Section 20.22 Other Use. Concessionaire shall not use or permit the use of these premises, or any part thereof, for any purpose or use other than as authorized by this Agreement.

Section 20.23 Liens. Concessionaire shall remove any and all liens of any nature arising out of or because of any construction performed by Concessionaire or any of its contractors or subcontractors upon these premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at these premises within thirty (30) days following receipt of written demand by District to do so.

Section 20.24 Entire Agreement. This agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto and may be altered, amended, or modified only by written document executed by District and Concessionaire.

Section 20.25 Attorneys’ Fees. If any action shall be brought to recover any sum due under this Agreement on account of any breach of or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, or upon Concessionaire’s bankruptcy, voluntary or involuntary, District shall be entitled to recover from Concessionaire, as part of District’s cost, a reasonable attorney’s fee at trial, on appeal, and in a Bankruptcy court for a U.S. District Court to enforce any terms of this contract, to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert District’s interest in a bankruptcy proceeding.

Section 20.26 Interpretation. This Agreement shall not be construed or interpreted in favor of or against either party on the basis of draftsmanship or preparation of the Agreement.

Section 20.27 Approval of Plans and Specifications. No approval by District of any plans and specifications required herein shall refer to or be implied to include the approval of architectural or engineering design or compliance with applicable laws or codes. District, by approving such plans and specifications, assumes no liability or responsibility therefore or for any defect in any structure or improvement constructed according to such plans and specifications.

Section 20.28 Bankruptcy. If at any time any proceeding in bankruptcy or under the Bankruptcy Code (Title 11 of the United States Code) as now in effect or as hereafter amended shall be instituted by Concessionaire, or if a petition for relief is granted against Concessionaire in an involuntary bankruptcy proceeding, Concessionaire shall pay in adequate protection payments the rentals and fees due under this Agreement until such time Concessionaire elects to assume or reject this Agreement. If Concessionaire defaults there under and fails to make any such payment due hereunder, (a) this Agreement shall be deemed to be rejected so that the Agreement will be terminated and District shall have a claim against Concessionaire for rentals, fees, and other sums then due District under this Agreement; and (b) District shall be entitled to relief from the automatic stay to enforce its rights under the terms of the Agreement. DATED this _____ day of November, 2022.

COOS COUNTY AIRPORT DISTRICT

Helen Mineau, Chairman

ATTEST:

Concessionaire

By _____

Title

ATTEST:

By _____

Title _____

FORM APPROVED:

Patrick Terry, District Legal Counsel

Date

AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

_____, being first duly sworn upon oath, deposes and says:

Individual: That he is an individual doing business under the name of _____, at _____, in the City of _____, State of _____.

Partnership Only: That he is the duly authorized representative of a partnership doing business under the name of: _____, in the City of _____, State of _____.

Corporation Only: That he is the duly authorized, qualified, and acting _____ of _____, a corporation, organized and existing under the laws of the State of _____.

and that he, said partnership, or said corporation, is filing herewith a bid to the Coos County Airport District in conformity with the attached Exhibit "C" Bid:

Individual Only: Affiant further states that the following is a complete and accurate list of the names and address of all persons interested in said proposed contract:

Table with 2 columns: Name, Address. Includes three horizontal lines for data entry.

Partnership Only: Affiant further states that the following is a complete and accurate list of the names and addresses for the members of said partnership:

Table with 2 columns: Name, Address. Includes three horizontal lines for data entry.

Corporation Only: Affiant further states that the following is a complete and accurate list of the names and addresses of the officers and directors of said corporation:

Table with 2 columns: Name, Address.

President _____
Vice President _____
Secretary _____
Treasurer _____
Directors _____

And, that the following officers are dully authorized to execute contracts on behalf of said corporation:

Affiant further states that the bid approval filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that said proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone other than representatives of its Licensor to fix the bid price of said proposer or of any other proposer; that all statements contained in such bid are true; that said proposer has not, directly or indirectly, submitted his bid price or any breakdown thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, or to any member or agent thereof except representatives of its Licensor.

Further, affiant saith not:

Signature _____

Title _____

SUBSCRIBED AND SWORN to me this _____ day of _____ 2022.

Notary Public for the State of Oregon

Title _____

My Commission expires _____

**BID FORM
FOR
NON-EXCLUSIVE ON-AIRPORT RENTAL CAR CONCESSION AT SOUTHWEST
OREGON REGIONAL AIRPORT**

DATE: _____

Pursuant to your published notice of receiving bids for the right and privilege of operating a NON-EXCLUSIVE ON-AIRPORT RENTAL CAR CONCESSION AT SOUTHWEST OREGON REGIONAL AIRPORT, the undersigned hereby submits its bid for the operation of such concession based on and subject to the terms, provisions and conditions contained in the Information for Bidders, the documents and agreements related or attached thereto, and the written commitments of the undersigned attached hereto, all of which documents have been read by the undersigned and to which the undersigned agrees.

Based upon the terms, provisions and conditions of said documents, agreements, and commitments, the undersigned hereby agrees, for the right and privilege of operating an on-airport rental car concession at the Southwest Oregon Regional Airport (“Airport”), in addition to paying the other fees and charges set forth in the form of concession agreement (“Concession Agreement”) attached as an exhibit to the Information for Bidders, to pay to the Coos County Airport District (“District”), whichever is greater, the stipulated sum of 10% of its monthly Gross Revenues (as defined and as provided in the Concession Agreement), or one twelfth (1/12) of the following minimum annual guarantee, as provided in the Concession Agreement, which minimum annual guarantee for each twelve month period of the concession shall be not less than the amounts shown as follows for each such period:

Bid Amount	Minimum Bid Acceptable
Per Year _____	\$ 24,000.00

Should the undersigned become a successful bidder and be awarded the right to operate an on-airport rental car concession at the Airport, the undersigned agrees to execute the Concession Agreement, and provide a performance and payment security (bond or irrevocable letter of credit) as required by the Concession Agreement and deliver such bond to the District on or before execution of the Concession Agreement.

The undersigned also agrees to pay, in addition to the above, the rents set forth in the Concession Agreement for the parking areas assigned to it pursuant to said Concession Agreement.

It is understood, agreed, and acknowledged that the District reserves the right to reject any and all bids and to waive any informalities, technicalities and irregularities in the bids received, and to re-advertise for bids.

Respectfully submitted,

BIDDER'S NAME

By: _____

Title: _____

Address: _____

ATTEST

QUALIFICATIONS FORM
INFORMATION CONCERNING BIDDER
THAT MUST BE FURNISHED BY BIDDER
FOR
NON-EXCLUSIVE ON-AIRPORT RENTAL CAR CONCESSION AT SOUTHWEST
OREGON REGIONAL AIRPORT

All information on this questionnaire **MUST** be furnished by the bidder. Statements must be complete and accurate, in the form requested, and must be sworn to (before a notary public) by an officer of the bidder authorized to bind the bidder to the truth of the statements made. Any omission, inaccuracy, or misstatement may be cause for rejection of the bid.

- a) Name of the bidder, type of business entity, and, if applicable, the state of incorporation. Please list name exactly as it is to appear on the Concession Agreement. (NOTE: Bidder, if selected, shall carry on its business as a corporation authorized to do business in the State of Oregon.)
- c) Address of bidder for purposes of notice or other communications relating to the bid. If address of bidder for purposes of notice or other communications relating to Concession Agreement will be different, please provide such other address.
- d) Name, title, address, and telephone number of contact of the bidder.
- e) What is the duration and extent of your experience in the rental car business? Explain in detail.
- f) Names and addresses of major on-airport or off-airport rental car concessions operated by the bidder during the past five years. How long has each such concession been operated by the bidder? (No more than five required.)
- g) Names, location, and date of any of your airport rental car concession contracts that have been terminated either voluntarily or involuntarily prior to the expiration of their respective terms. If applicable, explain, in detail, why such contracts were terminated. If not applicable, add a statement to that effect.
- h) Detailed description of any judgments terminating, or any pending or threatened lawsuits for the termination of any rental car concessions operated at any airport by you or by a wholly-owned subsidiary.
- i) Complete financial report for the last completed fiscal year showing bidder's assets and liabilities. The report so furnished must be certified by a certified public accountant and must fairly present the value of the bidder's unencumbered capital assets.
- j) Any other information that bidder desires to submit for consideration by the Coos County Airport District in evaluating bidder.

- k) Has bidder ever defaulted on a performance bond or defaulted on a contract for the operation of the rental car business on or off airport? If yes, please provide details and contact information to verify detail.

ALL OF THE ABOVE INFORMATION MUST BE SUBMITTED IN TRIPLICATE (one original and two copies).

EXHIBIT "E"

READY/RETURN PARKING AREA LAYOUT

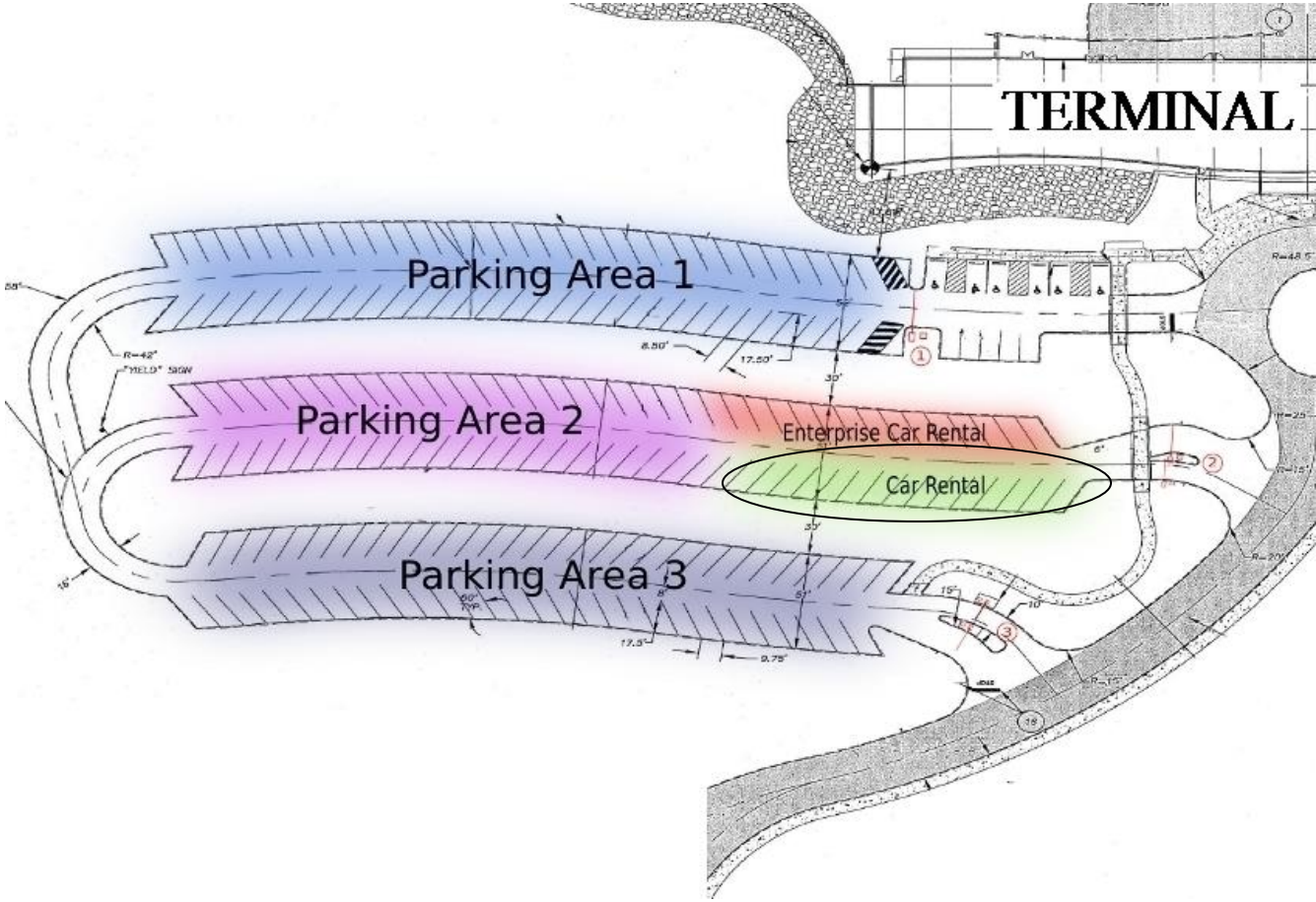


EXHIBIT "F"

OFFICE/COUNTER LAYOUT

