

REQUEST FOR COMPETITIVE BIDS
ON-AIRPORT RENTAL CAR CONCESSIONS

JACKSON HOLE AIRPORT
JACKSON, WYOMING

November 24, 2020

Jackson Hole Airport Board
P.O. Box 159
Jackson, Wyoming 83001
(307) 733-7682

REMINDER OF CRITICAL DATES

Pre-Bid Conference:	December 7, 2020	3:00 p.m. MST
Bid Deadline & Opening:	January 20, 2021	3:00 p.m. MST

TABLE OF CONTENTS

I. Request for Competitive Bids

II. General Information and Instructions to Bidders

1. Description of the Jackson Hole Airport. 1

2. General Description of On-Airport Rental Car Concessions. 1

 2.1 General..... 1

 2.2 Concession Agreement 1

 2.3 Terminal Space 2

 2.4 Future Capital Improvements 3

 2.5 On-Airport Ready/Return Parking Blocks 3

 2.6 QTA Facility Bays 3

 2.7 On-Airport Storage Spaces 4

 2.8 Commencing Operations 4

3. Pre-Bid Considerations 4

 3.1 Responsibility of Bidders..... 4

 3.2 Explanations..... 5

 3.3 Pre-Bid Conference..... 5

 3.4 Prohibition Against Lobbying..... 5

4. Requirements for Competitive Bids 5

 4.1 Qualifications 5

 4.2 Participation by ACDBE Businesses 6

 4.3 Bid Proposals 6

 4.4 Bid Bond 7

 4.5 Non-Collusion..... 7

5. Opening and Award of Bids and Award of Concession. 7

 5.1 Unacceptable Bids 7

 5.2 Opening of Bids 7

 5.3 Basis for Award 8

 5.4 Withdrawal of Bids 8

6. Performance By Successful Bidders..... 9

 6.1 Obligation of Successful Bidders..... 9

 6.2 Default..... 9

 6.3 Facilities Accepted “As Is” 9

III. Exhibits

- Exhibit 1 - Diagram of Terminal Building Premises
- Exhibit 2 - Diagram of Ready Return Blocks
- Exhibit 3 - Diagram of QTA Facility Bays
- Exhibit 4 - Historical Rental Car Gross Revenues
- Exhibit 5 - Current Commercial Airline Service Winter Flight Schedule

IV. Bid Forms

Appendix A - Bid Proposal

Appendix B - Bidder Qualification Form

Appendix C - Affidavit of Non-Collusion

Appendix D - Bid Bond

Appendix E - Performance Bond

Appendix F - Airport Facilities Lease and Rental Car Concession Agreement

Appendix G - Non-Tenant Rental Car Concession Agreement and Permit

Appendix H - Standard Fees and Charges – Section 3: Ground Transportation & Parking

**REQUEST FOR COMPETITIVE BIDS
ON-AIRPORT RENTAL CAR CONCESSIONS**

JACKSON HOLE AIRPORT, JACKSON, WYOMING

Notice is hereby given that the Jackson Hole Airport Board (the "Board") is inviting sealed bids from interested qualified parties for the management and operation of three (3) on-airport rental car concessions at the Jackson Hole Airport, Jackson, Wyoming, each for a term of three (3) years, beginning May 1, 2021.

Sealed bids will be received at the office of the Executive Director, Airport Administration Office, 1250 E. Airport Rd., Jackson, Wyoming 83001, until 3:00 p.m. on January 20, 2021 (the "Bid Date"). Each bid shall be accompanied by a bid bond or a certified or cashier's check payable to the Board in the amount of Ten Thousand and No/100 Dollars (\$10,000). The check or bid bond shall be given as security to guarantee that if the bid is accepted, an Airport Facilities Lease and Rental Car Concession Agreement will be entered into by the successful bidder in accordance with its bid, and its performance properly secured.

All bid proposals shall become the property of the Board and will not be returned to bidders unless a written request to withdraw is received prior to the Bid Date. Financial information contained in bids, other than minimum annual guarantees, will remain confidential if so designated in advance by bidders, to the maximum extent permitted by law. No bidder may withdraw its bid for a period of 45 days after the Bid Date.

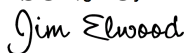
After receipt of the bids and completion of the review process, the Board may award on-airport rental car concessions to three (3) qualified bidders which, in the judgment of the Board, will provide the highest compensation to the Board for the privileges and rights to be granted. The Board reserves the right to reject any and all bids, to reject bids of unqualified bidders, or to accept any bid which is deemed to be more advantageous to the Board. The Board also reserved the right to waive any omissions or irregularities in any bid

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart F, the Board has implemented an airport disadvantaged business enterprise (ACDBE) concession plan under which qualified firms have the opportunity to operate an airport business. The Bidder shall take all necessary and reasonable steps to achieve participation in the ACDBE concession plan.

Bid forms, contract documents, and other relevant information may be obtained by prospective bidders at the Airport Administration Office, Jackson Hole Airport, P.O. Box 159, 1250 E. Airport Rd., Jackson, Wyoming 83001; telephone (307) 733-7682; email anna.valsing@jhairport.org.

Dated this 24th day of November, 2020.

JACKSON HOLE AIRPORT BOARD

By: 
47EE503CF5AF4FD...
James P. Elwood, A.A.E.
Executive Director

**GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS
ON-AIRPORT RENTAL CAR CONCESSIONS
JACKSON HOLE AIRPORT
P.O. Box 159
Jackson, Wyoming 83001
(307) 733-7682**

1. Description of the Jackson Hole Airport.

The Jackson Hole Airport (the "Airport") is an air carrier airport located approximately seven miles north of the Town of Jackson in Teton County, Wyoming. The Airport is operated by the Jackson Hole Airport Board (the "Board") under authority granted jointly by the Town and County. The Airport currently is served by Delta, United, and American. Alaska Airlines announced it will be commencing service at JAC beginning in December 2020. During 2019, there were 444,047 air carrier enplanements at the Airport, making it the busiest commercial airport in Wyoming, by this measure. Enplanements for 2020 through September were 227,146. Due to the region's tourist-based economy, enplanements are more numerous during the months of June through September and December through March. Alaska Airlines anticipates its service will be seasonal. The other Airlines currently plan to operate year round during the term of this Concession. A fixed-based operator is also located on the Airport to serve the needs of general aviation. The current commercial airline service winter flight schedule is provided as **Exhibit 5**. This schedule is subject to change.

2. General Description of On-Airport Rental Car Concessions.

2.1 General. Each on-Airport rental car concession (a "Concession") includes the right, privilege, and obligation to:

- (a) rent and utilize one of three rental car office/counter spaces in the Airport Terminal Building (the "Terminal");
- (b) rent and utilize one of three block-areas for ready/return parking in the Airport parking lot;
- (c) rent and utilize storage space for a limited number of rental cars; and
- (d) rent and utilize one of three QTA Facility Bays.

2.2 Concession Agreement.

2.2.1 Each successful bidder shall be required to enter into an Airport Facilities Lease and Rental Car Concession Agreement (the "Concession Agreement") the anticipated form of which is annexed as **Appendix F**. All rights, privileges, and obligations of each successful bidder with respect to the Concession awarded shall be exercised in accordance with the terms and conditions of an executed Concession Agreement.

2.2.2 Mandatory terms and requirements of the Concession Agreement are neither restated nor summarized in this Request for Competitive Bids. Each potential bidder is advised to review the form of Concession Agreement, and to thoroughly understand its terms prior to bidding or choosing not to bid.

2.2.3 The Concessions to be awarded are non-exclusive. The Airport Board reserves the right to provide, and expects to provide, curb-front, and other such privileges to additional off-Airport rental car companies which have entered into a Non-Tenant Rental Car Concession Agreement and Permit ("Non-Tenant Agreement"), the anticipated form of which is **Appendix G**. Each rental car company which is not a successful bidder, but which nonetheless wishes to conduct business at the Airport, will be required to enter into a Non-Tenant Agreement with the Board. Additionally, the Airport Board reserves the right to provide privileges to other classes of Ground Transportation Operators. Fees for such privileges are outlined in Section 3 of **Appendix H**.

2.2.4 The Concession Fee, rents and fees to be paid by Bidder are detailed in Section 4.1 of the Concession Agreement. The successful bidder shall pay the Airport Board annually as compensation for use of the Airport facilities and other rights, licenses and privileges granted to it, a Concession Fee, terminal building counter/office and queuing space rent, ready return block rent, storage space rent, QTA Land Use Fee, and QTA Fee for QTA Facility Operation & Maintenance Costs.

2.2.4 The term of the Concession Agreement shall be three years. In addition, if one or more of the Concessions becomes vacant and available during any term, for any reason, the Board may re-bid or negotiate for a replacement operator for that Concession on terms deemed favorable to the Board; to the extent practical, such terms shall be no more favorable than those offered to incumbent on-Airport operators. During the term of the Concession Agreement, no more than three (3) on-Airport rental car concessions serving the commercial terminal shall be authorized to operate at the Airport at any one time.

2.2.6 Neither the Concession Agreement nor Non-Tenant Agreement prohibit Operators from imposing any charge or fee on Airport Customers as part of the total rental rate. If any such charge or fee is imposed, it must be disclosed to the Airport customer at the earliest opportunity, and must be clearly stated on the rental contract or invoice. Operators may not make any false or misleading statements of fact to any Airport customer or potential Airport customer concerning the price of vehicles rented, amounts to be paid, or services provided. The Airport Board does not impose an "Airport Use Fee" on individual Airport customers nor does it impose a "tax" on any transaction. Accordingly, Operators may not falsely represent or characterize any such surcharge as a tax, charge or fee imposed by the Airport Board on Airport customers. If any such charge or fee is imposed by Operators on Airport customers, it shall be included in the definition of "Gross Revenue" for purposes of calculating Operator's Airport Use Fee.

2.3 Terminal Space. Each successful bidder will be provided with an office/counter and queuing space in the Terminal. The allocation of office/counter and queuing space will be based on the rank order of bids, with the highest aggregate bidder having the first right of

selection of an office/counter space. Provided however, that a successful bidder which currently utilizes an office/counter/queuing space in the Terminal shall not be required to move the location thereof because of this bid process, but may select an office/counter/queuing space other than those which it currently utilizes, should other locations be made available through the failure of another incumbent Operator to be awarded a new Concession Agreement pursuant to this bid process. The three locations are depicted on **Exhibit #1**.

2.4 Future Capital Improvements.

2.4.1 Runway Reconstruction Project. The Board anticipates that the Airport's sole runway will require reconstruction in the spring of 2022. This will necessitate a complete closure of the Airport to aircraft operations. At present, this closure is anticipated to last approximately 90 days. During the period the runway is closed, the Airport anticipates various other terminal and landside upgrades will be undertaken. During the period of such closure, successful bidders shall be neither be required nor prohibited from operating during this period of closure. Minimum Annual Guarantee payments shall be suspended during this period, as more fully set forth in the Concession Agreement.

2.4.2 Potential Hangar Construction. The Board anticipates that a replacement Hangar 3 will be constructed in 2022 and early 2023.

2.4.3 Potential Terminal Remodeling. If the Board elects to expand or remodel the Terminal in such a way that rental car counters/offices will be affected, the Board reserves the right, without liability to operators, to assign other or different office/counter space in the Terminal to the Operator, and to assign temporary space inside or outside the Terminal during construction, if necessary. Such substitute space, including temporary space, to the extent practicable, will be no less conveniently located relative to the substitute locations of other on-Airport rental car operators. Such substitute space (and to the extent practicable temporary space) will be of no less square footage than that awarded to successful bidders in the current Terminal.

2.5 On-Airport Ready/Return Parking Blocks The Executive Director has designated three (3) Ready Return Parking Blocks (Blocks) for rent by the successful bidders. The Block locations are depicted on **Exhibit #2**. Block One is 18,415 square feet. Block Two is 27,500 square feet. Block Three is approximately 26,165. Each successful bidder will be allowed to rent one (1) Block. The allocation of Blocks will be based on the rank order of bids, with the highest aggregate bidder having the first right of selection of one Block. Successful bidders, upon prior written approval by the Executive Director, may configure their parking blocks in such a manner as to maximize the utility of the space provided based on their methods of operation.

2.6 QTA Facility Bays. Each successful bidder will be provided with a QTA Facility Bay. The allocation of QTA Facility Bays will be based on the rank order of bids, with the highest aggregate bidder having the first right of selection. Provided, however, that a successful bidder which currently utilizes a QTA Facility Bay shall not be required to move the location thereof because of this bid process, but may select a QTA Facility Bay other than that which it currently utilizes, should other locations be made available through the failure of another

incumbent Operator to be awarded a new Concession Agreement pursuant to this bid process. The three QTA Facility Bay locations are depicted on **Exhibit #3**.

2.7 On-Airport Storage Spaces.

2.7.1 On-Airport rental car storage spaces are extremely limited at the Airport. Limited space mandates that rental cars, other than those in ready/return spaces, be stored "bumper to bumper." This storage often results in the movement of several vehicles to gain access to the desired vehicle. Additional storage parking spaces may be available during summer months, and if so they will be allocated in the manner set forth in the Concession Agreement.

2.7.2 In addition to rights to rent and use one "ready/return" Block, as provided in paragraph 2.5 above, the Airport will provide a minimum of 150 rental car storage spaces to be shared among the successful bidders in locations to be determined. Rent for this storage space shall be in accordance with the terms of the Concession Agreement. To the extent practical and consistent with the needs of the Airport, the Executive Director shall designate the location(s) of vehicle storage areas.

2.7.3 The Board reserves the right to move the general location of the Blocks and rental car storage spaces to another on-Airport location if, in the judgment of the Board, such a move is necessary for the proper development and/or utilization of the Airport.

2.8 Commencing Operations. Each successful bidder must execute a Concession Agreement, and agree to comply with all terms and conditions therein. Successful bidders must commence operations at the Airport under the Concession Agreement on May 1, 2021.

3. Pre-Bid Considerations

3.1 Responsibility of Bidders.

3.1.1 Each Bidder is responsible for carefully examining this Request for Competitive Bids, these Instructions, and all appendixes and attachments. Each bidder is also responsible for making itself aware of the conditions existing at the Airport, including past and anticipated enplanements, competition, weather conditions, costs of doing business, space limitations, unique circumstances, facilities subject to the Concession Agreement, and rules, regulations, ordinances, policies and procedures to which it will be subject.

3.1.2 Each bidder shall judge for itself all conditions and circumstances bearing upon its bid proposal. Failure on the part of any bidder to make such an examination and to investigate thoroughly shall not constitute grounds for any claim that a bidder did not understand the conditions upon which its bid proposal was based. The Board, its officers, employees, and agents, make no representations concerning such conditions other than those contained herein.

3.1.3 No bidder is entitled to rely upon any oral representation, including those by any officer, employee or agent of the Board. Modifications and clarifications of these bid documents shall be issued only in writing by the Executive Director.

3.2 Explanations. Should there be any questions concerning the meaning or content of these documents, the Bidder shall notify the Assistant Administrative Manager, in writing by 3:00 p.m., Mountain Standard Time on December 9, 2020. All questions should be sent to Jackson Hole Airport, Attention: Anna Valsing, P.O. Box 159, Jackson, Wyoming, 83001 or via email: anna.valsing@jhairport.org. Any corrections or changes, if required, will be provided in a written addendum. The Board and Airport Staff will not be responsible for any other instructions, interpretations or explanations and should not be contacted other than in writing to Anna Valsing. It is anticipated that a clarification/addendum needed to address questions submitted to the Board shall be posted on the Airport Website on or about December 21, 2020. Those individuals who were in attendance at the Pre-Bid Conference held on December 7, 2020 will be emailed a courtesy notice that the addendum has been posted on the Airport Website. The Board assumes no responsibility beyond being posted on the Airport's website at www.jacksonholeairport.org.

3.3 Pre-Bid Conference. An optional Pre-Bid Conference will be held at 3:00 p.m. Mountain Time on December 7, 2020. The meeting will be held by video conference. Interested parties may attend online through the Microsoft Teams platform (website or application) using Conference ID 581 989 561 or calling 307-223-5944, using the same Conference ID#. Interested parties desiring a tour should contact the Assistant Administrative Manager for scheduling a tour. Bidders are encouraged to attend the Pre-Bid meeting but are not required to attend this meeting.

3.4 Prohibition Against Lobbying. The Bidder shall not lobby, either on an individual or collective basis, the Board (its associated employees, agents or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFB or its written bid. Bidders, the Bidder's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Board (its associated employees, or outside advisors) or any federal, state, or local elected or public officials or Airport staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Bidder, intentionally or unintentionally, will result in disqualification of the Bidder and/or rejection of a written bid.

4. Requirements for Competitive Bids

4.1 Qualifications. To be considered for an award, each bidder which does not on the date of bidding own and operate an on-Airport rental car concession at the Airport, must present evidence of its qualifications and experience in the rental car business, and demonstrate that it is capable of fulfilling the terms and conditions of the Concession Agreement. This information must be provided on the Qualification Form which is annexed as **Appendix B**. To be considered for a Concession, each bidder shall, at a minimum, possess the following experience and qualifications:

- Operation of a rental car business at least three years within the past five years by the bidder or by a fifty percent (50%) or greater partner or owner of the bidder.

- The rental car business of the bidder shall have generated gross revenues (as defined in the Concession Agreement) of not less than \$500,000 in one of the two years prior to this bid.

4.2 Participation by AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) Businesses.

Per the regulations of the U.S. Department of Transportation, 49 CFR Part 23, it is the policy of the Board that airport concession disadvantaged business enterprises (ACDBE) shall have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the Board. A successful Bidder shall agree to make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 23, as amended, participate in at least 0.56% (as may be adjusted from time to time) of the activity, service or facility provided by a concessionaire during the entire term of its agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility.

If a selected Bidder is unable to achieve this goal under joint venture, partnership, franchise or similar legal arrangement, the Bidder shall seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors. In the event that a selected Bidder for this solicitation qualifies as a certified ACDBE, the agreement goal shall be deemed to have been met.

Reporting: Each year by January 1, Operator shall provide the Board with the following information: the name and address of each certified ACDBE with which it has done business during the past federal fiscal year (October – September), a description of the nature of the services performed by and/or items purchased from each firm named, and the dollar value of each transaction. If an Operator fails to achieve the goal stated herein, it will be required to provide documentation demonstrating that it made good efforts in attempting to do so.

4.3 Bid Proposals.

4.3.1 A bid proposal in the form annexed as **Appendix A** shall be used in submitting all bids. Each bid proposal shall be completely filled out and shall be signed in ink by an authorized representative of the bidder.

4.3.2 Bids must be placed in a sealed envelope marked "ON-AIRPORT RENTAL CAR CONCESSION BID, JACKSON HOLE AIRPORT" and must bear the name and address of the bidder. Each bid package must be received at the offices of the Executive Director, Administration Office, Jackson Hole Airport, 1250 E. Airport Rd., Jackson, Wyoming 83001, no later than 3:00 p.m. on January 20, 2021. Bidders must submit one original hard copy of their bid submission and provide one electronic copy of their bid submission on a USB drive. Bid packages may not be submitted by fax or email.

4.4 **Bid Bond.** Each bid shall be accompanied by a bid bond, or a certified or cashier's check payable to the Jackson Hole Airport Board in the amount of \$10,000. If a bid bond is used, it shall be in the form annexed as **Appendix D**, and shall be duly executed with a surety company qualified to do business in the State of Wyoming, and having an AM Best rating of B+ or better, or be otherwise acceptable to the Board.

4.5 **Non-Collusion.** Each bidder must submit with its bid proposal a completed Affidavit of Non-Collusion in the form annexed as **Appendix C**. Each affidavit must be signed and sworn to by an authorized representative of the bidder.

5. Opening and Award of Bids and Award of Concession.

5.1 Unacceptable Bids.

5.1.1 Bids which contain any alteration, addition, omission, condition, limitation, or irregularity of any kind, may be rejected by the Board as non-responsive or irregular. The Board reserves the right to reject any and all bids at any time for any reason or for no reason. The Board further reserves the right to waive any irregularities, technicalities, or informalities in any bid.

5.1.2 In addition to the above, the Board may disqualify any bidder if evidence of collusion among the bidder and another or other bidders is found; there has been an attempt to exert influence by a bidder on any member of the Board or the Airport staff, including the offering of any gift or thing of value, or; the bidder is in default or in arrears under any existing agreement with the Board, or any other governmental entity.

5.1.3 Affiliated companies which retain separate nationwide brand identities and in all respects are separate legal entities, shall not be precluded from bidding, so long as each such bidder files the Required Affidavit of Non-Collusion annexed as **Appendix C**, and complies with the terms thereof. A single bidder (a single legal entity) which rents vehicles under two separate brand identities may submit a bid and will be permitted to operate at the Airport under both identities, which is sometimes referred to as "dual branding." No single bid will be accepted if it is from more than one legal entity. If an operator utilizes dual branding, it shall not be entitled to any greater rights under an awarded Concession Agreement, including but not limited to any greater counter area, number of parking spaces, signage area or number of signs in the terminal or ready/reserve parking areas. The use of more than two brands at the Airport by a single bidder shall be prohibited.

5.2 **Opening of Bids.** Bids will be opened at 3:00 p.m. on January 20, 2021 in the Board Room, in the Administrative Offices, Airport Terminal Building, Jackson Hole Airport, 1250 E. Airport Rd, Jackson, Wyoming. Bids received after the scheduled time for opening shall be returned to the bidder unopened and shall not be considered. The opening of any bid shall not be considered as an acceptance of the bidder or the bid as being qualified or responsive. Upon opening of bid proposals, each shall be read aloud. Bidder qualification forms shall not be read publicly, and the information contained therein shall be held confidential to the extent permitted

by law. Concessions will be awarded by the Board only after investigation of bidder qualifications. Awards of Concessions are expected to occur no later than February 2021.

5.3 Basis for Award.

5.3.1 Subject to conditions and reserved rights contained herein, the highest three qualified bids from qualified bidders shall be selected to operate an on-Airport rental car concession. The selected bids will be ranked on the basis of the highest total minimum annual guarantees, as defined in the Concession Agreement, over the three-year contract period.

5.3.2 Each bidder must specify the minimum annual guarantee for each year of the Concession Agreement. No such minimum annual guarantee for any year shall be less than \$500,000 per year. When computing minimum annual guarantees, each bidder must ensure the minimum annual guarantee for any succeeding year will not be less than the minimum annual guarantee for the preceding year.

5.3.3 For purposes of the order of selection by bidders of ready/return parking blocks, in the event of identical bids by two or more bidders, at the bid opening the Executive Director shall shuffle a new deck of playing cards, and have each bidder's representative cut the cards. If a bidder does not have a representative present, a member of the Airport staff shall be designated as a stand-in for the bidder. The tie bidder who cuts the highest card (with ace high) shall be the highest bidder and the second, and third highest card shall be the second, and third highest bidder, respectively.

5.3.4 The Board reserves the right to investigate the financial capability, reputation, integrity, business acumen, experience and quality of performance under similar operations by each bidder, including their principals, members and joint venturers, and to thereby reject any or all bidders deemed not qualified pursuant to the minimum requirements.

5.3.5 The Board reserves the right to reject any and all bids, to reject bids of unqualified bidders, or to accept any bid which is deemed to be more advantageous to the Board.

5.3.6 In the event that there are fewer than three successful bidders, the Board may award agreements to the successful bidders and may reissue the request for bids for other available on-Airport rental car slots, under such terms as the Board deems necessary to attract other bidders. In its discretion, the Board may also enter into negotiated Concession Agreements with other rental car companies for use of available on-Airport rental car facilities, under terms and conditions which, taken as a whole, are no more favorable than Concession Agreements with then current on-Airport Operators.

5.4 Withdrawal of Bids. Bids may be withdrawn at any time prior to the deadline for submission. No bidder shall be permitted to withdraw its bid after the deadline for submission, unless the opening of bids is delayed by the Board for a period exceeding 90 days. No bid proposal shall be withdrawn except with the consent of the Board for a period of 45 days following the opening of bid proposals.

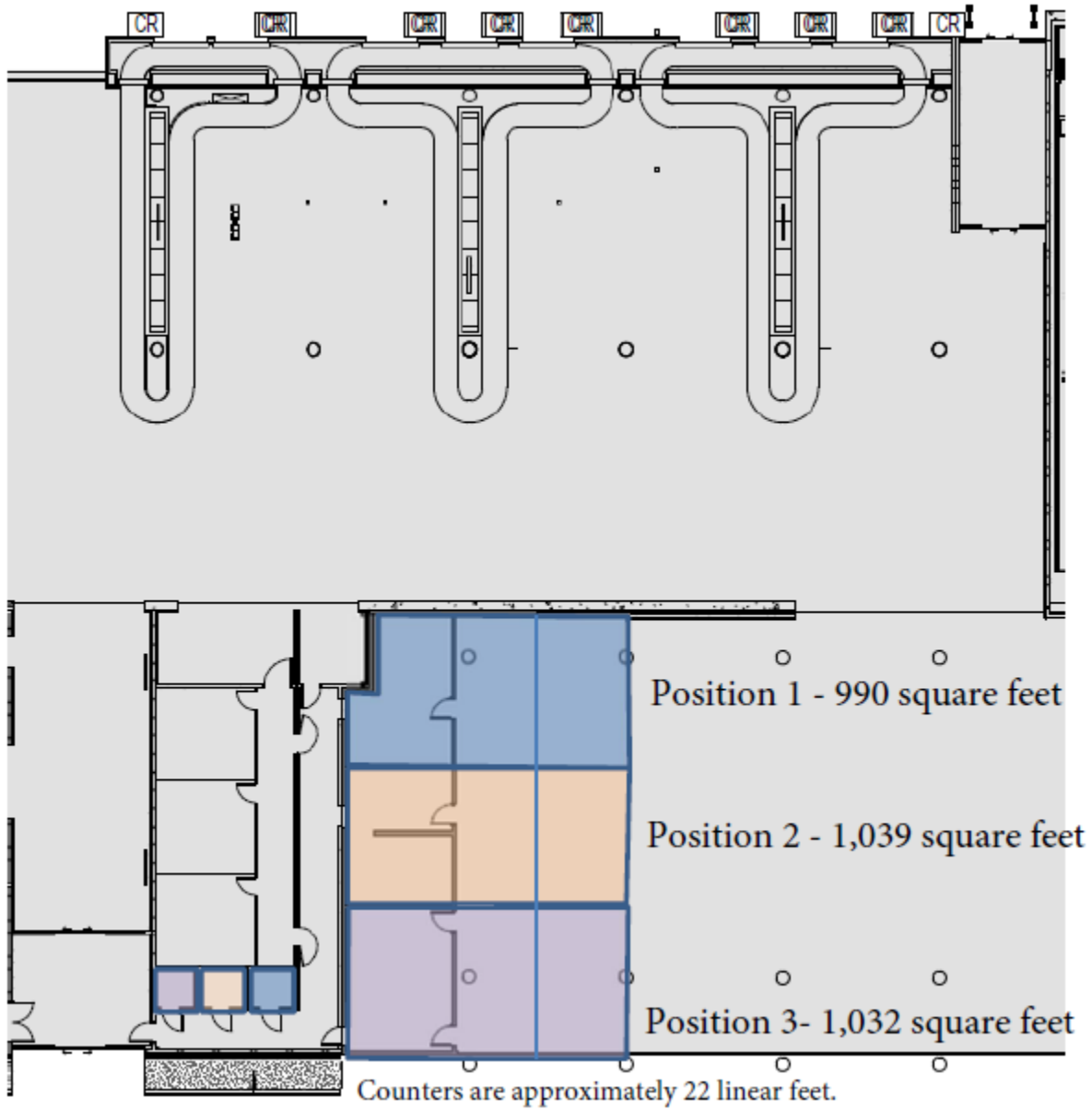
6. Performance By Successful Bidders.

6.1 Obligation of Successful Bidders. Each successful bidder shall, within 30 days after written notice from the Board, enter into a Concession Agreement with the Board in the form annexed as **Appendix F**, or in such amended form as the Board may circulate to potential bidders prior to the bid opening. Each successful bidder shall also furnish the Board a performance bond in the form annexed as **Appendix E**, or other acceptable third-party security as specified in the Concession Agreement. The principal amount of the performance bond (or other acceptable third-party security) shall be \$350,000. If bidders desire to utilize security other than through a performance bond issued by a company authorized to transact business in Wyoming, and having an AM Best rating of B+ or better, bidders are advised to seek Board approval of such company as early as possible prior to bid opening. Acceptance of such alternative security is within the discretion of the Board.

6.2 Default. In the event a bidder fails to enter into a Concession Agreement with the Board or to furnish a performance bond, all within the time specified in paragraph 6.1 above, the bidder may be considered in default and shall be subject to forfeiture of its bid bond hereunder. The Board, in its discretion, may waive any such default, if it finds that the default was through no fault of the bidder.

6.3 Facilities Accepted "As Is" Any and all space to be provided by the Board will be basic space in an "as is" condition. The Board shall have no responsibility to improve or repair any parking, storage, QTA Facility Bay or Terminal space, or to remove the property of a predecessor operator.

EXHIBIT 1 – Diagram of Terminal Building Positions



Not to scale.

EXHIBIT 2 – Diagram of Ready Return Blocks

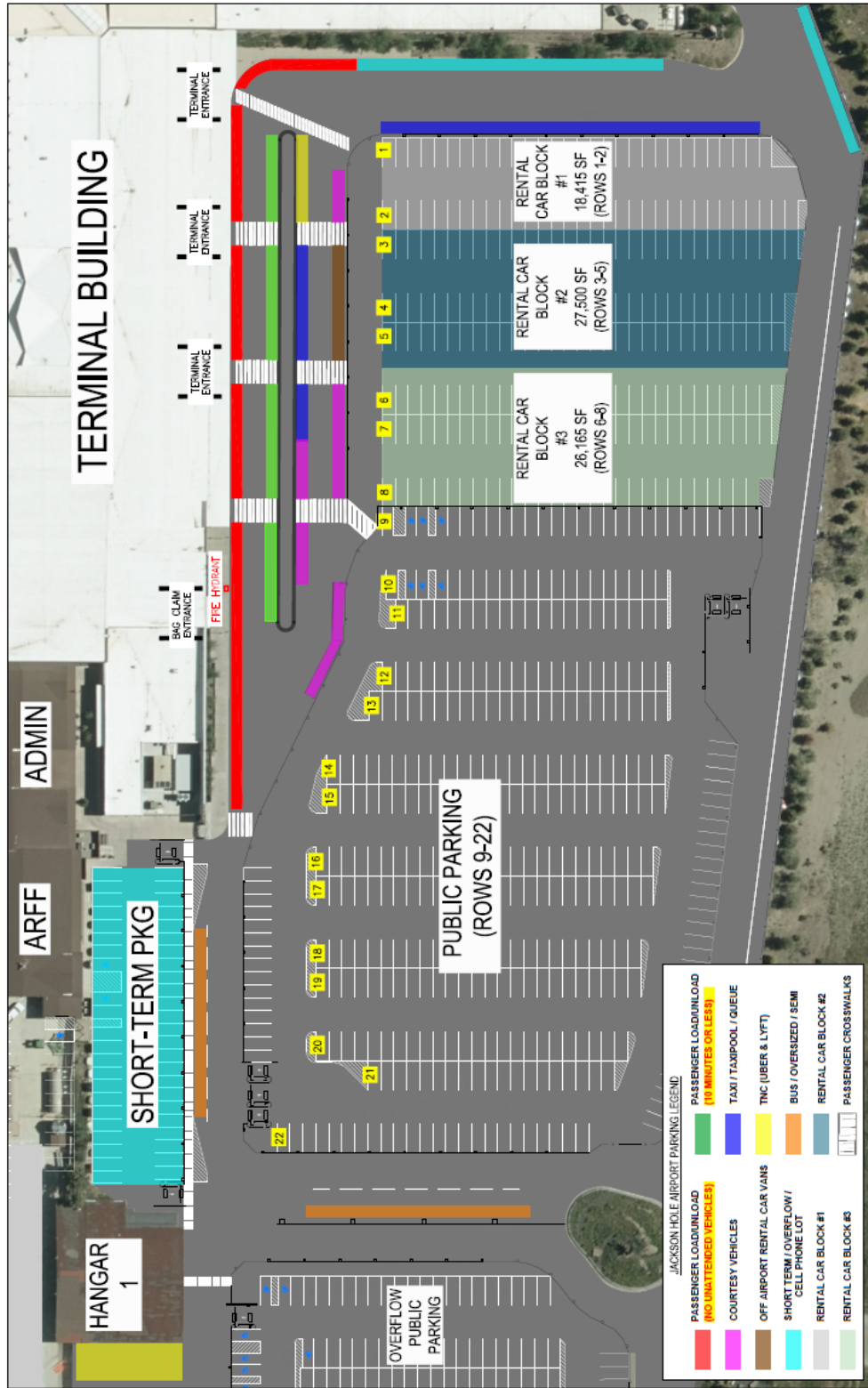


EXHIBIT 4 – Historical Rental Car Gross Revenues

Jackson Hole Airport (JAC)						
Rental Car Concessions - On-Airport - Historical Gross Revenues						
(Inclusive of Privilege Fee)						
Month	Hertz	Enterprise	Alamo/National		Total	Passenger Deplanements
May 2018	\$ 350,489.94	\$ 263,902.93	\$ 268,315.06		\$ 882,707.93	14,015
June 2018	1,076,051.24	909,472.75	991,596.87		2,977,120.86	43,607
July 2018	2,224,710.12	1,598,978.90	1,854,278.73		5,677,967.75	57,190
August 2018	2,372,805.54	1,745,569.18	2,047,763.29		6,166,138.01	54,661
September 2018	1,388,891.87	924,993.96	1,299,379.99		3,613,265.82	40,482
October 2018	524,432.83	512,022.71	432,653.99		1,469,109.53	19,231
November 2018	141,977.51	137,815.64	144,749.25		424,542.40	13,847
December 2018	575,230.22	298,621.10	257,260.54		1,131,111.86	34,110
January 2019	1,196,230.48	515,881.71	520,961.01		2,233,073.20	35,304
February 2019	855,068.23	430,382.17	429,299.89		1,714,750.29	39,564
March 2019	998,333.80	507,264.37	492,417.72		1,998,015.89	40,264
April 2019	162,633.74	171,690.04	158,560.44		492,884.22	13,970
Totals	\$ 11,866,855.51	\$ 8,016,595.46	\$ 8,897,236.78		\$ 28,780,687.75	406,245
Month	Hertz	Enterprise	Alamo	National	Total	Passenger Deplanements
May 2019	\$ 314,445.87	\$ 325,321.28	\$ 214,009.94	\$ 101,175.02	\$ 954,952.11	22,302
June 2019	1,529,682.68	1,006,458.13	757,568.22	306,439.96	3,600,148.99	55,030
July 2019	2,590,275.90	1,582,401.29	1,235,366.12	533,795.33	5,941,838.64	64,602
August 2019	2,741,536.94	1,624,341.53	1,357,993.65	623,927.91	6,347,800.03	62,757
September 2019	1,646,950.83	1,042,303.76	969,304.95	383,798.60	4,042,358.14	44,408
October 2019	505,282.31	523,693.19	381,131.96	164,796.37	1,574,903.83	21,136
November 2019	128,463.74	156,906.61	78,310.46	45,812.00	409,492.81	13,437
December 2019	589,607.24	377,072.08	261,582.43	148,794.84	1,377,056.59	38,291
January 2020	1,103,129.11	560,294.36	293,671.87	377,697.73	2,334,793.07	35,103
February 2020	797,582.72	507,140.70	364,819.19	239,427.79	1,908,970.40	43,810
March 2020	513,471.20	357,543.50	221,615.62	172,048.62	1,264,678.94	20,319
April 2020	33,339.49	39,842.79	12,133.00	4,072.97	89,388.25	516
Totals	\$ 12,493,768.05	\$ 8,103,319.22	\$ 6,147,507.41	\$ 3,101,787.14	\$ 29,846,381.82	421,711
Month	Hertz	Enterprise	Alamo	National	Total	Passenger Deplanements
May 2020	\$ 75,613.58	\$ 51,493.89	\$ 12,235.93	\$ 10,845.74	\$ 150,189.14	3,004
June 2020	362,350.23	248,581.05	161,268.94	95,161.12	867,361.34	12,061
July 2020	1,333,292.77	894,011.21	656,054.01	468,386.75	3,351,744.74	34,651
August 2020	1,777,033.33	1,584,179.71	1,042,727.48	636,100.18	5,040,040.70	36,783
September 2020	1,275,163.47	1,054,767.41	738,709.10	443,906.07	3,512,546.05	31,967
Totals	\$ 4,823,453.38	\$ 3,833,033.27	\$ 2,610,995.46	\$ 1,654,399.86	\$ 12,921,881.97	118,466

Jackson Hole Airport (JAC)														
Rental Car Concessions - Off-Airport - Historical Gross Revenues														
(As Reported to JAC)														
				JH Adventure										
Month	Avis/Budget		Dollar/Thrifty		Rentals	Leisure Sports	Total							
May 2018	\$	63,656.35	\$	92,027.15	\$	4,480.99	\$	160,164.49						
June 2018		579,764.34		194,949.56		12,711.70		795,539.60						
July 2018		994,972.32		400,392.79		14,181.00		1,419,437.11						
August 2018		1,092,273.41		503,165.80		13,160.50		1,614,797.71						
September 2018		824,374.71		226,396.03		75,781.00		1,184,128.74						
October 2018		324,577.17		134,595.49		-		459,172.66						
November 2018		66,271.13		23,749.36		1,519.50		91,539.99						
December 2018		208,443.55		88,930.95		8,154.10		311,395.60						
January 2019		497,231.24		116,571.55		5,591.00		624,901.79						
February 2019		551,883.41		84,872.55		9,076.00		653,066.96						
March 2019		642,828.90		102,731.80		8,332.90		758,505.60						
April 2019		120,933.06		19,337.53		1,142.88		141,413.47						
Totals	\$	5,967,209.59	\$	1,987,720.56	\$	154,131.57	\$	8,214,063.72						
				JH Adventure										
Month	Avis	Budget	Dollar	Thrifty	Rentals	Leisure Sports	Total							
May 2019	\$	181,769.35	\$	136,534.06	\$	80,308.07	\$	26,648.77	\$	6,661.50	\$	-	\$	431,921.75
June 2019		832,237.36		487,515.96		277,216.99		114,150.10		16,208.60		9,257.00		1,736,586.01
July 2019		1,079,120.73		670,286.93		374,697.96		147,792.22		18,745.40		6,737.00		2,297,380.24
August 2019		1,162,918.95		658,190.93		389,822.27		200,824.28		19,259.50		7,404.00		2,438,419.93
September 2019		740,529.30		441,012.35		282,770.28		114,270.57		8,592.40		1,075.00		1,588,249.90
October 2019		215,254.66		152,428.96		110,150.64		39,385.30		2,882.70		-		520,102.26
November 2019		69,776.47		36,704.10		13,168.55		2,810.14		-		-		122,459.26
December 2019		196,212.81		87,990.18		65,121.09		6,254.27		8,523.51		3,476.00		367,577.86
January 2020		276,913.23		140,652.07		107,659.37		8,372.69		10,560.47		2,236.00		546,393.83
February 2020		331,315.53		140,567.06		70,220.95		3,546.22		-		4,389.00		550,038.76
March 2020		226,670.50		112,360.05		47,817.82		7,494.76		4,003.20		1,089.00		399,435.33
April 2020		30,528.37		2,275.69		844.00		-		-		-		33,648.06
Totals	\$	5,343,247.26	\$	3,066,518.34	\$	1,819,797.99	\$	671,549.32	\$	95,437.28	\$	35,663.00	\$	11,032,213.19
				JH Adventure										
Month	Avis	Budget	Dollar	Thrifty	Rentals	Leisure Sports	Total							
May 2020	\$	46,548.20	\$	9,472.47	\$	1,787.84	\$	-	\$	-	\$	-	\$	57,808.51
June 2020		158,932.69		105,226.97		46,369.15		7,460.33		-		1,624.00		319,613.14
July 2020		579,431.91		443,344.81		226,600.83		69,794.40		23,518.50		5,023.00		1,347,713.45
August 2020		889,567.78		586,493.29		224,200.75		72,337.83		15,919.30		3,976.00		1,792,494.95
September 2020		623,999.31		398,022.97		163,053.54		68,734.76		1,014.20		1,439.00		1,256,263.78
Totals	\$	2,298,479.89	\$	1,542,560.51	\$	662,012.11	\$	218,327.32	\$	40,452.00	\$	12,062.00	\$	4,773,893.83

EXHIBIT 5 – Current Commercial Airline Service Winter Flight Schedule

JAC Winter Inbound Non-Stop Jet Service						
2020/21 Season	AIRLINE	PLANE	DEPARTS	ARRIVES	FREQUENCY	DATES
Atlanta						
	Delta	757	9:50 AM	12:12 PM	Daily	12/18/20 - 3/28/21
Charlotte						
	American	319	9:50 AM	12:21 PM	SA	12/19/20 - 4/3/21
Chicago						
	American	319	10:35 AM	12:56 PM	Daily	11/28/20 - 12/16/20 Not Flying Tuesdays
	American	319	10:35 AM	12:56 PM	Daily	12/17/20 - 4/5/21 Not Flying 12/31, 1/1
	United	737	9:15 AM	11:35 AM	Daily	12/1/20 - 1/4/21
	United	320	2:30 PM	4:50 PM	Daily	12/17/20 - 1/4/21
	United	737	10:00 AM	12:20 PM	Daily	1/5/21 - 3/27/21
	United	E7W/320	4:20 PM	6:45 PM	SA	1/9/21 - 3/20/21
Dallas / Fort Worth						
	American	319	11:00 AM	1:06 PM	Daily	11/26/20 - 4/11/21 Not Flying 12/24, 31
	American	319	9:30 AM	11:37 AM	Daily	11/27/20 - 4/11/21
	American	319	12:45 PM	2:47 PM	SA	11/28/21 - 4/3/21
Denver						
	United	319	11:15 AM	12:43 PM	Daily	11/26/20 - 4/11/21 11:35am before 12/17
	United	319	7:35 PM	9:05 PM	Daily	11/27/20 - 1/4/21
	United	E7W	1:55 PM	3:25 PM	M, Th, F, SU	12/3/2020 - 12/14/20
	United	E7W	1:55 PM	3:25 PM	Daily	12/17/20 - 1/4/21
	United	319	6:50 PM	8:20 PM	Daily	1/5/21 - 4/11/21
	United	E7W	3:40 PM	5:20 PM	Daily	1/5/20 - 3/27/21
	United	E7W	7:50 AM	9:30 AM	SA, SU	1/9/21 - 3/27/21
Houston						
	United	319	9:55 AM	12:24 PM	Daily	12/17/20 - 1/4/21
	United	319	9:35 AM	12:04 PM	SA, SU	1/9/21 - 3/27/21
Los Angeles						
	American	CR7	11:25 AM	2:48 PM	Daily	12/17/20 - 4/5/21
	United	E7W	11:09 PM	2:31 PM	Daily	12/17/20 - 1/4/21
	United	E7W	1:15 PM	4:37 PM	Daily	1/5/21 - 3/27/21
	Delta	E7W	8:20 AM	11:52 AM	Daily	12/18/20 - 1/10/21
Minneapolis						
	Delta	319	1:21 PM	2:59 PM	Daily	12/18/20 - 1/10/21 8:45am Departure 12/24, 25, 31
Newark						
	United	319	10:30 AM	1:34 PM	Daily	12/17/20 - 1/4/21
	United	319	10:30 AM	1:34 PM	SA, SU	1/9/21 - 2/7/21
	United	319	10:30 AM	1:34 PM	Daily	2/11/21 - 3/27/21
New York - LGA						
	American	319	10:25 AM	1:53 PM	SA	12/19/20 - 4/3/21
Salt Lake City						
	Delta	E7W	9:50 AM	10:49 AM	Daily	11/26/20 - 1/10/21
	Delta	319	9:30 AM	10:29 AM	Daily	1/11/21 - 3/28/21
	Delta	319	11:00 AM	11:59 AM	Daily	11/26/20 - 4/11/21
	Delta	319	1:47 PM	2:47 PM	Daily	11/26/20 - 4/11/21 5:10pm Departure 11/26, 12/25, 31
	Delta	319	8:20 PM	9:25 PM	Daily	11/26/20 - 4/11/21
San Diego						
	Alaska		12:35 PM	4:00 PM	W, Th, SA, SU	12/17/20 - 3/30/21
San Francisco						
	United	E7W	11:20 AM	2:35 PM	Daily	12/17/20 - 1/4/21
	United	E7W	10:40 AM	1:55 PM	Daily	1/5/21 - 3/27/21
	United	E7W	6:25 PM	9:40 PM	Daily	12/17/20 - 1/4/21
	United	E7W	6:00 PM	9:15 PM	Daily	2/11/21 - 3/26/21
San Jose						
	Alaska		11:00 AM	2:15 PM	W, SA	12/17/20 - 3/30/21
Seattle						
	Alaska		2:30 PM	5:30 PM	W, Th, SA, SU	12/17/20 - 3/30/21

Page 1 of 4

Page 2 of 4

JAC Winter Outbound Non-Stop Jet Service						
2020/21 Season	AIRLINE	PLANE	DEPARTS	ARRIVES	FREQUENCY	DATES
Atlanta						
Delta		757	1:10 PM	6:57 PM	Daily	12/18/20 - 3/28/21
Charlotte						
American		319	1:26 PM	7:15 PM	SA	12/19/20 - 4/3/21
Chicago						
American		319	12:25 PM	4:47 PM	Daily	11/28/20 - 12/16/20 Not Flying Tuesdays
American		319	12:25 PM	4:47 PM	Daily	12/17/20 - 4/5/21 Not Flying 12/31, 1/1
United		737	1:07 PM	5:07 PM	Daily	12/1/20 - 3/27/21 Some flights as early as 12:30pm
United		737	8:45 AM	12:51 PM	Daily	12/18/20 - 1/4/21
United		CR7	8:02 AM	12:03 PM	SU	1/10/21 - 2/7/21
United		E7W/319	7:00 AM	11:06 AM	SU	2/14/21 - 3/21/21
Dallas/Fort Worth						
American		319	1:36 PM	5:38 PM	Daily	11/26/20 - 4/11/21
American		319	7:01 AM	11:09 AM	Daily	12/18/20 - 4/11/21
American		319	3:27 PM	7:30 PM	SA	11/28/21 - 4/3/21
Denver						
United		319	7:00 AM	8:44 AM	Daily	11/26/20 - 1/4/21
United		E7W	4:50 PM	6:30 PM	M, Th, F, SU	12/3/2020 - 12/14/20
United		319	7:20 AM	9:04 AM	Daily	1/5/21 - 4/11/21
United		319	1:29 PM	2:58 PM	Daily	12/17/20 - 1/4/21
United		319	1:29 PM	2:58 PM	Daily	3/4/21 - 4/11/21
United		E7W	5:50 PM	7:24 PM	Daily	1/5/21 - 3/27/21
United		319	2:45 PM	4:24 PM	Daily	11/27/20 - 3/3/21 Latest Departure 3:24pm
United		E7W	10:30 AM	12:14 PM	SA, SU	1/9/21 - 3/27/21
Houston						
United		319	2:06 PM	6:15 PM	Daily	12/17/20 - 1/4/21
United		319	1:00 PM	5:09 PM	SA, SU	1/9/21 - 3/27/21
Los Angeles						
Page 3 of 4						
American		CR7	3:25 PM	5:23 PM	Daily	12/17/20 - 4/5/21
United		E7W	4:20 PM	6:04 PM	Daily	12/17/20 - 1/4/21
United		E7W	5:35 PM	7:09 PM	Daily	1/5/21 - 3/27/21
Delta		E7W	12:31 PM	2:11 PM	Daily	12/18/20 - 1/10/21 Not Flying 12/24, 12/25
Minneapolis						
Delta		319	4:02 PM	7:27 PM	Daily	12/18/20 - 1/10/21 11:32am Departure 21/24, 25, 31
Newark						
United		319	2:30 PM	8:45 PM	Daily	12/17/20 - 1/4/21
United		319	2:40 PM	8:55 PM	SA, SU	1/9/21 - 2/7/21
United		319	2:40 PM	8:55 PM	Daily	2/11/20 - 3/27/21
New York - LGA						
American		319	2:33 PM	9:09 PM	SA	12/19/20 - 4/3/21
Salt Lake City						
Delta		319	7:00 AM	8:05 AM	Daily	11/26/20 - 4/11/21
Delta		E7W	11:50 AM	12:50 PM	Daily	11/26/20 - 1/10/21
Delta		319	11:00 AM	12:00 PM	Daily	1/11/21 - 3/27/21
Delta		319	12:39 PM	1:39 PM	Daily	11/26/20 - 4/11/21 Some Departures as late as 2:15pm
Delta		319	3:30 PM	4:09 PM	Daily	11/26/20 - 4/11/21 Some Departures as late as 4:05pm
San Diego						
Alaska			4:40 PM	6:25 PM	W, Th, SA, SU	12/17/20 - 3/30/21
San Francisco						
United		E7W	7:26 AM	9:06 AM	Daily	12/18/20 - 1/4/21
United		E7W	3:35 PM	5:15 PM	Daily	12/17/20 - 1/4/21
United		E7W	2:40 PM	4:20 PM	Daily	1/5/20 - 3/27/21
United		E7W	7:00 AM	8:40 AM	Daily	2/12/21 - 3/27/21
San Jose						
Alaska			3:00 PM	4:35 PM	W, SA	12/17/20 - 3/30/21
Seattle						
Alaska			6:10 PM	7:30 PM	W, Th, SA, SU	12/17/20 - 3/30/21

APPENDIX A

BID PROPOSAL

**ON-AIRPORT RENTAL CAR CONCESSION
JACKSON HOLE AIRPORT**

Submitted by:

(Name)

(Street)

(City) (State) (Zip Code)

Telephone: (____) _____

Email: _____

Brand or brands (maximum two (2) brands) under which bidder will do business at the Airport:

1. The undersigned bidder hereby submits to the Jackson Hole Airport Board (the "Board") this Bid Proposal for the right to manage and operate a non-exclusive on-airport rental car concession described in the Airport Facilities Lease and Rental Car Concession Agreement, including all the terms, covenants, and conditions set forth therein, and; the bid specifications, including the invitation to bid, general information and instructions to bidders, any addendum issued and bid forms attached thereto as **Appendix A - H**.

2. The undersigned bidder agrees to manage and operate the non-exclusive on-airport rental car concession as set forth in the Concession Agreement and proposes to pay to the Board ten percent (10%) of the Gross Revenues, as defined in the Concession Agreement, per contract year or a minimum annual fee as stipulated in the following table, **WHICHEVER IS GREATER**:

*	May 1, 2021 - April 30, 2022	\$	_____
	May 1, 2022 - April 30, 2023	\$	_____
	May 1, 2023 - April 30, 2024	\$	_____

Bid Guarantee \$ _____
(3 year total)

* NOTE: The annual minimum guarantee bid for each contract year must not be less than the annual minimum guarantee bid for the previous year. The annual minimum guarantee bid in any year may not be less than \$500,000 per year.

3. As required by the Instructions to Bidders submitted with and as part of this Bid Proposal are the following fully completed forms:

- a. Qualification Form (if not incumbent);
- b. Affidavit of Non-Collusion;
- c. Bid security in the form of (Certified Check), or (Cashier's Check) or (Bid Bond) (delete inapplicable words) in the amount of Ten Thousand and No/100 Dollars (\$10,000) payable to the "Jackson Hole Airport Board."
- d. Addendum acknowledgement form, if any

4. Subject to the terms and conditions of the Instructions to Bidders, the undersigned bidder understands that the Board may award up to three (3) separate on-airport rental car concessions to the qualified bidders submitting the three (3) highest responsive bids for the full three (3) year term, based upon the sum of the minimum bids for the full three (3) year term; the Board reserves the right to reject any or all bids and to waive minor irregularities in the bid documents; and upon rejection of all bids, may re-advertise or otherwise award the concession.

5. The undersigned bidder also understands that for purposes of award, and the order of selection by bidders of terminal space (other than grandfathering), Ready/Return Blocks, and QTA Facility Bays (other than grandfathering) in the event of identical bids by two or more bidders, at the bid opening the Executive Director shall shuffle a new deck of playing cards, and have each bidder's representative cut the cards. If a bidder does not have a representative present, a member of the Airport staff shall be designated as a stand-in for the bidder. The tie bidder who cuts the highest card (with ace high) shall be the highest bidder and the second and third highest card shall be the second, and third highest bidder, respectively. This process shall be recorded on video which shall be preserved for not less than thirty (30) days after bid opening.

6. It is further understood that the bid security will be forfeited to the Board as liquidated damages in the event the undersigned bidder, if awarded a concession, fails to enter into the Concession Agreement, furnish a qualifying performance bond, and/or otherwise comply with the requirements of this bid package.

7. It is further understood that if the undersigned bidder is an unsuccessful bidder, that its bid security will be returned to it upon execution of a Concession Agreement by the successful bidders, but in no event later than sixty (60) days after the date of opening of bids.

8. It is further understood that the undersigned bidder is bound by this offer for a period of forty-five (45) days following the date of opening of bids.

9. By submission of this bid, the bidder acknowledges that the Board and its appropriate employees have the right to make any inquiry or investigation deemed appropriate to substantiate or supplement information contained in the Bidder Qualification Form, and the bidder authorizes a release to the Board of any and all information sought in such inquiry or investigation.

APPENDIX B

BIDDER QUALIFICATION FORM

**ON-AIRPORT RENTAL CAR CONCESSION
JACKSON HOLE AIRPORT**

1. Instructions:

Bidders must present evidence that they are fully qualified and have the necessary experience and resources to fulfill the conditions of the Concession Agreement. To provide such information, each Bidder must submit, with their Bid Proposals, the information called for in this questionnaire.

Failure to submit this Bidder Qualification Form fully completed will cause disqualification of the Bid Proposal and bidder. **THE INFORMATION IN THIS QUALIFICATION FORM WILL BE HELD CONFIDENTIAL, TO THE EXTENT PERMITTED BY LAW.**

2. Financial and Experience Data:

The undersigned submitting this Bid Proposal on behalf of the bidder warrants that the individual, firm, partnership or corporation making the bid (1) has reviewed and understands this request for competitive Bids, including **Appendices A through H** hereof, and any addendum issued (2) is duly organized and fully qualified and has the necessary facilities, experience and pecuniary resources to fulfill the conditions of the Requests for Competitive Bids and the Concession Agreement, and (3) the statements of this Bidder Qualification Form are true.

3. Information to be Furnished:

a. Name and Organization:

Name of Bidder _____

Bidder intends to operate this concession as a:

Individual ()

Partnership ()

Corporation ()

LLC/LLP ()

Other ()

Explain: _____

Principal Office Address _____

Representative _____

Telephone () _____

If a Corporation or LLC:

When Incorporated _____
 In What State _____
 President/Manager _____
 Treasurer _____
 Secretary _____

If a Partnership:

Date of Organization _____
 General or Limited Partnership _____
 Agreement Recorded _____
 County, State and Date _____

Name and address of Each General Partner:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

b. Relevant Experience:

Give the name and locations of up to three places at which the bidder has operated a rental car business in the past five (5) years, together with the dates of operation:

- i. Type of Operation _____
 Name _____
 Location _____
 Dates _____
 Vehicles * _____
- ii. Type of Operation _____
 Name _____
 Location _____
 Dates _____
 Vehicles * _____

iii. Type of Operation _____
 Name _____
 Location _____
 Dates _____
 Vehicles * _____

* (The average number of passenger vehicles available for rent at each location during the period specified. (Estimate)

Is bidder a franchise or licensee operation?

Yes () No ()

(Identify Franchisor or Licensor and Explain): _____

State approximately the largest gross receipts the bidder has realized from the operation of any one of the above-mentioned businesses in any one of the past two years.

\$ _____ Year _____

Location _____

Have any leases for the operation of a concession privilege held by the bidder (or its licensees) ever been cancelled?

Yes () No ()

(If yes, give the name and location and an explanation of the circumstances.)

Has the bidder or its licensees ever won a bid for a rental car concession and failed to enter into a lease or concession agreement?

Yes () No ()

(If yes, give the name and location and an explanation of the circumstances.)

Has the bidder ever had a bond or surety cancelled or forfeited?

Yes () No (). If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture. (Use space below.)

Has the bidder been discharged in bankruptcy or filed a bankruptcy petition within the past seven years?

Yes () No (). If yes, state date, jurisdiction, amount of liabilities and assets and the circumstances leading to the action. (Use space below.)

List name and address of bidder's independent Certified Public Accountant:

Name: _____

Address: _____

Attach a statement from bidder's officer or bidder's independent Certified Public Accountant that he has read and understands the section of the Concession Agreement covering the audit requirements and gross revenues.

List three (3) persons or firms with whom bidder has conducted financial transactions during the past three (3) years. The references named must have knowledge of bidder's debt payment history. If firms are used, give the name of the department and/or person who may be contacted. At least one (1) reference must be a financial institution.

REFERENCE NO. 1

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone _____

Nature and magnitude of purchase, sale, loan, business association,
etc.: _____

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association,
etc.: _____

REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association,
etc.: _____

d. Employee Training, Conduct and Appearance. The proposed Concession Agreement requires that employees performing services at the Airport shall at all times be "neat, clean and courteous; be appropriately and modestly dressed; and be adequately trained in customer relations and safety in a manner, frequency and level appropriate to the positions they hold." On a separate sheet please provide the following information concerning your proposed

APPENDIX C

AFFIDAVIT OF NON-COLLUSION

**ON-AIRPORT RENTAL CAR CONCESSION
JACKSON HOLE AIRPORT**

STATE OF _____)
) ss.
COUNTY OF _____)

The Affiant, _____, being first duly sworn deposes and states: that he is:

1 (Fill in only one)

a The bidder is an individual doing business under the name of _____; or

b The duly authorized representative of the bidder, a general partnership, or LLC doing business under the name of _____; or

c The duly authorized representative of the bidder, a corporation organized and existing under the laws of the State of _____ and doing business as _____; (the "Bidder");

2 That the Bidder is filing herewith a Bid Proposal to the Jackson Hole Airport Board (the "Board") in conformity with the Instructions therefore;

3 Affiant further states that the Bid Proposal filed herewith is not made in the interest of or on behalf of any undisclosed persons, partnership, company, association, organization, or corporation ("Person" collectively hereinafter); that such bid is not collusive or a sham; that Bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, and has not directly or indirectly, colluded, conspired, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding;

4 That Bidder has not in any manner, directly or indirectly by agreement, communication; or conference with any Person, sought to fix the bid price of the Bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against the Board or anyone interested in the proposed Concession Agreement;

- 5 That all statements contained in such Bid Proposal and the Bidder Qualification Form are true;
- 6 That Bidder has not directly or indirectly, submitted his bid or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Concession Agreement, to any Person or to any member or agent thereof; and has given no money or other valuable consideration to any Person or to any member or agent thereof; for aid or assistance in securing a Concession or the Concession Agreement in the event the same is awarded to the Bidder.
- 7 The statements of this Affidavit are true based upon the personal knowledge and/or belief of the Affiant.

Further Affiant sayeth not.

As _____ of

Bidder: _____

Sworn before me and subscribed in my presence this _____ day of _____, 2021.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

APPENDIX D

BID BOND

**ON-AIRPORT RENTAL CAR CONCESSION
JACKSON HOLE AIRPORT**

KNOW ALL MEN BY THESE PRESENTS That we _____,
_____ as principal, and _____,
_____ as surety, are held and firmly bound unto the Jackson Hole Airport Board (the "Board") as obligee, in the sum of Ten Thousand and No/100 Dollars (\$10,000) lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, legal representatives, successors and assigns, as the case may be, jointly and severally and firmly by these presents.

The condition of this obligation is that whereas the principal has submitted the accompanying Bid Proposal dated _____, 2021, for Concession Agreement with the Board for a concession to operate a rental car business at the Jackson Hole Airport, Jackson, Wyoming.

NOW, THEREFORE, if the principal shall not withdraw the Bid Proposal for a period of forty five (45) days after the opening of bids, and shall comply with the requirements and commitments contained in said Bid Proposal, and, if awarded the Concession Agreement pursuant to the procedures and specifications therefore, shall enter the Concession Agreement with the Board, the obligee, and contemporaneously with the execution of such Concession Agreement give to the Board a Performance Bond in the form and amount set forth in the specifications, and in all respects in conformity with such specifications, then this obligation shall be null and void; otherwise the principal and/or surety shall pay the Board Ten Thousand and No/100 Dollars (\$10,000) not as a penalty but as liquidated damages sustained by obligee as a result of failure on the part of principal to meet the conditions or any thereof aforesaid.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument this _____ day of _____, 2021.

In presence of:

Principal
By _____

Surety
By _____

NOTE: Proper notarization forms, Affidavit or Qualifications of Attorney-in-Fact, copy of Power of Attorney granted by surety and any other necessary forms must also be provided prior to execution.

APPENDIX E

PERFORMANCE BOND

**ON-AIRPORT RENTAL CAR CONCESSION
JACKSON HOLE AIRPORT**

KNOW ALL MEN BY THESE PRESENTS: That we _____, as Principal, and we _____, as Surety, are jointly and severally held and bound unto the Jackson Hole Airport Board in the sum of Three Hundred Fifty Thousand Dollars \$350,000 for payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

The condition of this bond is such that, whereas, on the _____ day of _____, 2021, _____, Principal herein, will enter into an Airport Facilities Lease and Rental Car Concession Agreement with the Jackson Hole Airport Board, copies of which are annexed, and which Concession Agreement, together with all contract documents, are made a part hereof;

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said Concession Agreement, in all respects, and shall well and truly perform all matters and things undertaken to be performed under said Concession Agreement and within the time prescribed therein, or as extended; and shall well and truly perform all the undertakings, covenants, terms, and conditions and agreements of any and all duly authorized modifications of said Concession Agreement that may hereafter be made, notice of which modifications to the Surety is hereby waived, then this obligation shall become null and void. Otherwise, this obligation remains in full force and effect.

IN WITNESS WHEREOF, the parties, Principal and Surety herein have caused these presents to be signed and sealed this _____ day of _____, 2021.

Principal
By _____

Surety
By _____

NOTE: Proper notarization forms, Affidavit or Qualifications of Attorney-in-Fact, copy of Power of Attorney granted by surety and any other necessary forms must also be provided prior to execution.

APPENDIX F

**AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT
BETWEEN THE JACKSON HOLE AIRPORT
AND**

TABLE OF CONTENTS

1. <u>DEFINITIONS</u>	1
2. <u>TERM</u>	3
3. <u>RIGHTS AND PREMISES GRANTED</u>	4
3.1 Concession Rights Granted	4
3.2 Leased Premises	4
3.3 Use of Premises	5
3.4 Acceptance of and Defects in Premises	6
3.5 Substitution or Provision of New Facilities	6
3.6 Alterations, Improvements and Trade Fixtures	7
4. <u>OBLIGATION OF OPERATOR</u>	8
4.1 Concession Fee, Rents, and Fees	8
4.2 Operator’s Right of Abatement	12
4.3 Failure to Pay Rent or Fees	13
4.4 Financial Conditions	13
4.5 Indemnity and Insurance	14
4.6 Taxes	17
4.7 Additional Obligations of Operator	17
5. <u>RESERVED RIGHTS OF BOARD</u>	19
6. <u>OTHER AGREEMENTS</u>	20
6.1 Hazardous Substances	20
6.2 Hazardous Substances Storage	22
6.3 Damage or Destruction	23
6.4 Government Reservations and Restrictions	24
6.5 Agreement Subordinate to Bond Issuance	24
6.6 Utilities, Construction and Maintenance – Terminal, Ready Return Blocks and QTA Facility	25
6.7 Snow Removal	26
6.8 Advertising and Signage	26
6.9 Operator’s Personal Property/Trademarks	27
6.10 Replacement Operator – Most Favored Nations	27
6.11 Assignment and Subletting	27
6.12 Liens or Encumbrances, Lawsuits	28
6.13 Nondiscrimination	28
6.14 Airport Concession Disadvantaged Business Enterprise Participation (ACDBE)	30

7. <u>TERMINATION, SURRENDER & DAMAGES</u>	31
7.1 Board’s Right of Cancellation	31
7.2 Operator’s Right of Cancellation	32
7.3 Surrender of Premises	32
7.4 Attorney Fees	33
7.5 Performance by Board	33
7.6 Board Remedies	33
8. <u>MISCELLANEOUS PROVISIONS</u>	34
8.1 Severability	34
8.2 Approval or Direction by Board	34
8.3 Entire Agreement	34
8.4 Relationship of the Board and Operator	34
8.5 Non-Waiver of Breach	34
8.6 Survival of Indemnities	34
8.7 Applicable Law, Venue, Waiver of Trial by Jury	35
8.8 Notices	35
8.9 Time of Essence	35
8.10 Paragraph Headings	35
8.11 Authority of Operator’s Representative	35

EXHIBITS

- Exhibit #1 – Terminal Building Counter/Queuing Position**
- Exhibit #2 – Ready/Return Block**
- Exhibit #3 – QTA Facility Bays**
- Exhibit #4 – ACDBE Attainment Report**
- Exhibit #5 – Monthly Reporting Form**
- Exhibit #6 – QTA O&M Budget**
- Exhibit #7 – Title VI - List of Pertinent Nondiscrimination Acts and Authorities**

**AIRPORT FACILITIES LEASE
AND RENTAL CAR
CONCESSION AGREEMENT
JACKSON HOLE AIRPORT**

THIS AGREEMENT is made effective as of May 1, 2021, between the JACKSON HOLE AIRPORT BOARD, a body corporate, organized under the laws of Wyoming, and having its principal office at the Jackson Hole Airport, P.O. Box 159, Jackson, Wyoming 83001 (the "Board"), and _____, a _____ organized under the laws of _____, and having a principal address of _____ ("Operator"). The Board and Operator may be referred to herein individually as a "party" and collectively as the "parties."

RECITALS

The parties recite and declare that:

- A. The Board is the operator and proprietor of the Jackson Hole Airport.
- B. Automobile rental services at the Airport are desirable for the proper accommodation of passengers arriving at and departing from the Airport.
- C. The Board desires to make said services available at the Airport and the Operator is qualified, ready and able to perform or see to the performance of said services.
- D. In consideration of the foregoing and of the mutual covenants and agreements herein, the Board is willing to lease to the Operator a portion of the Airport premises, and grant the Operator certain non-exclusive rights and privileges, and Operator is willing to accept and lease such premises under the terms and conditions set forth herein.

1. DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement:

- 1.1. "Airport" as used herein shall mean, the Jackson Hole Airport located north of the Town of Jackson, in Teton County, Wyoming.
- 1.2. "Director" as used herein shall mean, the executive director and manager of the Airport, as may be designated from time to time by the Board.
- 1.3. "Customer Facility Charges" or "CFCs" as used herein shall mean, those fees authorized pursuant to resolution by the Board and required to be collected by Operator and remitted to the Board.
- 1.4. "Gross Revenues" as used herein shall mean, as determined in the reasonable discretion of the Board, all amounts charged to its customers, after discounts applied at the time of rental, by Operator for or in connection with agreements it secures through its

operations and business at the Airport, regardless of whether such amount is actually paid to or received by Operator. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Operator by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Operator's operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Operator's customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Operator of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions directly related to Operator's rental car operations at the Airport set forth below:

1.4.1. Federal, state, county, city or municipal sales, use, or excise taxes now in effect or hereinafter levied on Operator's operations which are separately stated on customers' rental contracts and collected from customers of Operator;

1.4.2. Those fees referred to in this Agreement as Customer Facility Charges or CFCs;

1.4.3. Amounts received as insurance proceeds or otherwise specifically for loss of or damages of vehicles or other property of Operator;

1.4.4. Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Operator's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and

1.4.5. Reimbursements for towing, parking tickets and windshield replacement.

1.5. "Operations Year" shall mean May 1 through April 30 of each year.

1.6. "Premises" shall mean collectively those leasehold areas at the Airport which are a place where Motor Vehicles owned or leased by Operator for commercial rental are delivered, parked, stored, fueled, washed or maintained by Operator or its employees; or, where Operator's employees or officials are present to transact Operator's business and/or do transact such business; or, where Operator's logo is displayed; or, that is advertised in any way related to Operator's business; or, that is equipped for conducting business with,

without limitation, an Operator computer terminal, business telephone, FAX or, where commercial Transactions and/or business are conducted in any manner whatsoever, including but not limited to the Ready/Return Blocks, and Storage Spaces, QTA Facility .

1.7. “Ready/Return Blocks” consists of rental car vehicle parking spaces combined into three exclusive leased blocks in front of the Terminal for vehicle pick up and return by customers of Operator as shown on Exhibit #2.

1.8. “Rental Car” or “Motor Vehicles” shall mean motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, station wagons, four-wheel drive vehicles, passenger vans, sports-utility vehicles, and pick-up trucks rated one-ton or less. Operator shall not park, store or rent from Premises any vehicles except Motor Vehicles as defined herein that it owns or rents and are properly available for rental as provided herein. Employee parking shall only be allowed in those areas designated by the Director.

1.9. “Storage Spaces” shall mean those rental car vehicle spaces, other than those in the Ready/Return Block, located at one or more locations on the Airport designated by the Director and available for Operator vehicle storage on an overnight basis.

1.10. “Terminal” is the passenger Terminal Building at the Airport, as it now exists or as may be hereafter altered or expanded.

1.11. “Transaction” shall mean the execution of an agreement or contract for the rental of a Motor Vehicle; or, the payment of funds or completion of a cash or credit transaction for payment for rental of a Motor Vehicle; or delivery of a Motor Vehicle to a customer for use in exchange for cash, credit or any other consideration.

1.12. “Transaction Day” shall mean each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car company rents, or otherwise enters into a similar arrangement for the use of a Motor Vehicle and for which the Rental Car company collects revenue from the customer. Late returns (after twenty-four (24) hours) shall be considered a Transaction Day.

1.13. “QTA Facility” shall mean the quick-turn-around facility building and associated improvements at the Airport.

1.14. “QTA Facility Bay” shall mean that portion of the QTA Facility which is leased on an exclusive use basis to Operators.

2. TERM

2.1. The term of this Agreement shall be three (3) years commencing May 1, 2021 and ending April 30, 2024 unless sooner terminated or canceled as hereinafter provided.

2.2. Operator acknowledges that this Agreement contains no renewal clause and is subject to the Board's stated intent and obligation to expose the Premises and rights granted hereunder to public competitive selection process at the expiration or termination of this term.

2.3. Any holding over at the expiration or termination of the term of this Agreement, with or without the consent of the Board, shall constitute a tenancy from month-to-month. The month-to-month tenancy shall be subject to all other terms and conditions of this Agreement with the exception of rents, charges and fees; which shall be determined solely by the Board.

3. RIGHTS AND PREMISES GRANTED

3.1. Concession Rights Granted.

3.1.1. The Operator is hereby awarded an Airport Facilities Lease and Rental Car Concession Agreement, hereinafter referred to as "Agreement" to operate a rental car business at Airport on a non-exclusive basis in common with others having similar agreements for the sole purpose of arranging and providing rental car services. The Operator shall not conduct any other business at Airport without the prior written consent of the Board.

3.1.2. The Operator shall conduct said Rental Car business in a professional manner continuously during the entire term of this Agreement. Operator agrees it will not disturb the Airport or any other tenant, person or licensee using the Airport, make or permit any disturbance or any unusual noise, vibration or other condition on or at the Airport.

3.1.3. Operator, its agents, employees, patrons and suppliers and other persons doing business with Operator shall have the right of ingress and egress to and from the premises over the Airport roadways, subject to regulations governing the use of the Airport.

3.1.4. Operator is a _____ and is authorized to do business in the State of Wyoming under the brand name or brand name(s) of _____. Operator shall do business at the Airport only under that brand name or brand names, and as that entity, unless this Agreement is amended in writing and approved by the Board pursuant to the terms of this Agreement.

3.2. Leased Premises.

3.2.1. The Board hereby leases to Operator the following Premises, hereinafter referred to as "Leased Premises", as designated on **Exhibit #1, Exhibit #2** and **Exhibit #3**, attached hereto and made a part hereof. Said Leased Premises are more particularly described as follows:

3.2.2. Terminal Building Counter/Office/Queuing Position: The Board hereby leases to Operator position number ____ () of the counter/office/queuing area in the Terminal Building, as designated on **Exhibit #1** attached hereto and made a part hereof

3.2.3. Ready/Return Block: The Board hereby leases to Operator Ready Return Block # ___ as shown on **Exhibit #2**, attached hereto and made a part hereof.

3.2.4. Storage Spaces: The Board hereby leases to Operator jointly with other rental car Operators Storage Spaces designated for the overnight storage of vehicles that Operator intends for rent at the Airport. The Board grants Operator use of a minimum of _____ () compressed vehicle Storage Spaces, with a seasonally varying number of additional Storage Spaces, if any, being allocated and assigned by the Director among all rental car agencies operating at and from the Airport, based upon and in proportion to Operator's minimum guaranteed bid.

3.2.5. QTA Facility Bay: The Board hereby leases to Operator bay number _____ () of the QTA Facility as designated on **Exhibit #3** attached hereto and made a part hereof including the rental car service bay together with all fixtures, paving, fencing, grating, underground wires, cables, drains, and property of every kind and nature which is attached to said QTA Facility Bay.

3.3. Use of Premises. Operator shall use and occupy the Premises solely for the purpose of maintaining a commercial Rental Car location and conducting a non-exclusive commercial Rental Car operation, as defined and authorized herein. Any occupancy, use, activity, display or product not specifically permitted herein shall be and is hereby prohibited, except as by separate express prior written permission from the Director and under such terms and conditions as the Board, in its sole discretion, shall determine. Permitted uses, if such activities are conducted in a place and in a manner permitted by the Board, shall be limited to the following:

3.3.1. Storage, staging, washing, fueling of Motor Vehicles available for rent including movement of such vehicles necessarily incidental to these activities.

3.3.2. Staffing of the designated counter/office/queuing position in the Terminal for the purpose of providing information and arranging for and completing Transactions.

3.3.3. Identification of Operator's counter/office/queuing position, ready/return stalls and vehicle storage by signs or logos in numbers, size, color, design, content and type as approved in advance in writing by the Director.

3.3.4. Use of the common use areas associated with the Quick Turnaround Facility "QTA," which shall include roadways (and egress and ingress) and the

Airport's fuel facility, all of which shall be used in common by Operator and others as approved by the Board and pursuant to rules and policies adopted by the Board.

3.3.5. Parking, storage and rental on and from the Premises of only Motor Vehicles as defined hereinabove. No other vehicles, including trucks above 5,000 lbs. empty vehicle weight, motorhomes, buses, motorcycles, trailers, boats, or non-passenger vehicles shall be permitted on the Airport, without express prior written permission of the Director, at the discretion of the Board, under such fees, terms and conditions as the Board may require.

3.3.6. With respect to the QTA Facility Bay, the washing, cleaning, light maintenance, fluid replacement, vacuuming, storage and related activities for preparing its on-Airport vehicles pursuant to this Agreement, provided that washing of vehicles shall be conducted only in Operator's QTA Facility Bay.

Operator shall not use the Premises for any other purpose and is prohibited from servicing vehicles not for rent at the Airport, or for the sale of rental vehicles, without the prior written consent of the Director. Operator shall use the entire Premises for the conduct of such business in a professional manner continuously during the entire term of this Agreement.

3.4. Acceptance of and Defects in Premises.

3.4.1 The Operator agrees that its Premises have been inspected by Operator, are accepted for its purposes, and will be occupied by Operator on an "as is" basis. The Operator specifically waives any covenants or warranties regarding the Premises, including but not limited to any warranty of suitability and warranty of habitability or fitness for use

3.4.2 Operator expressly waives any and all claims against the Board, its agents and employees of whatever nature, for any and all loss or damage sustained by the Operator, except loss or damage caused by the sole negligence of the Board, its agents or employees, including interruption of the Operator's business operations, by reason of any defect, deficiency, failure or impairment of the Premises, or any utility service to or in the Premises, including, but not limited to, the water supply system, electrical wires leading to or in the Premises, gas, electric or telephone service, or any other failure which may occur during the term of this Agreement from any cause.

3.5 Substitution or Provision of New Facilities.

3.5.1. The Board may build or provide, or cause to be built or provided, new or substitute facilities at the Airport. In the event of the construction and occupancy of new or substitute facilities at the Airport during the term of this Agreement, the following shall apply:

3.5.2. The Board agrees to set aside counter/office/queuing position, ready/return spaces and storage spaces for use by the Operator.

3.5.3. Operator agrees to relocate operations from the Premises to the new or substituted premises and to thereafter conduct its operations therefrom. The new or substituted facilities shall be comparable to the previous facilities or better in terms of size, location and finish, all at the discretion of the Board. In the event the Board requires the move of facilities, the Board will reimburse reasonable actual out-of-pocket costs associated with the relocation as approved in advance subject to a maximum amount established by the Board.

3.5.4. Upon such relocation the Board shall have the right to demolish or use the existing the Premises as it sees fit.

3.6. Alterations, Improvements and Trade Fixtures.

3.6.1. All repairs made by the Operator or on its behalf shall be of high quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by Board, Federal, State or local authority having jurisdiction over the work in or to the Operator's Premises.

3.6.2. No improvements, structures, alterations or additions shall be made in, to or upon the Premises without the prior written consent of the Director. All such improvements, structures, alterations, additions and work shall be in accordance with any conditions relating thereto then stated in writing by the Director.

3.6.3. Inside storage of material is required. Outside storage is not permitted. There shall be no outside storage of junk, salvage vehicle parts, non-operational equipment, unused or damaged equipment or material, solid waste or debris. Non-operational Motor Vehicles shall be removed from the Premises as soon as possible but in all cases within seven (7) days.

3.6.4. The installation of any type of fencing is prohibited on the Premises.

3.6.5. Upon providing notice, if possible, the Board or its duly appointed representatives shall have the right to enter the Operator's Premises to:

3.6.5.1. Inspect the Premises during the Operator's regular business hours or at any time in case of emergency to determine whether the Operator has complied with and is complying with the terms and conditions of this Agreement and other enumerated and health/operational standards. The Board may, at its discretion, require the Operator to effect repairs at the Operator's own cost.

3.6.5.2. Perform any and all things which the Operator is obligated to perform and has failed after reasonable written notice to perform, including: maintenance, repairs and replacements to the Operator's Premises or to respond to any public health or safety emergency. Notwithstanding the

above, in the event of an emergency condition, the Board or its duly appointed representatives shall have the right to enter the Operator's Premises to perform maintenance repair or replacement.

3.6.5.3. Undertake the maintenance, repair or replacements requested by the Board if the Operator refuses or neglects to make any repairs necessitated by the negligent acts or omissions of the Operator, its employees, agents, servants or licensees. The Board shall have the right to make such repairs on behalf of and for the Operator if Operator has not commenced such repairs with five (5) days after written notice by the Board. The cost for such work, plus a twenty percent (20%) administration fee, shall be paid for by the Operator within ten (10) days following demand by the Board for said payment.

3.6.6. Any improvements and alterations to the Premises thereon with respect to which the Board has given its written consent, shall be done at Operator's sole cost and expense and Operator shall not cause or permit any statutory claims or liens to be filed against the Premises or against the buildings or other improvements thereon by reason thereof and hereby does indemnify the Board against all costs and liabilities arising from such claims or liens filed as a result of Operator's activities.

3.6.7. Any such improvements or alterations to the Premises made by Operator shall become the property of the Board upon the termination of this Agreement and shall be surrendered with the Premises and as a part thereof, unless otherwise agreed upon in writing between the Board and the Operator.

3.6.8. Operator shall have the right, during the term hereof, at its own expense, at any time and from time to time, to install, maintain, operate, repair and replace any and all trade fixtures, removable structures, and other personal property used from time to time in its operations at the Airport, all of which shall be and remain the property of Operator except as herein provided, and may be removed by Operator prior to the expiration of the term of this Agreement, provided, however, that the Operator shall repair any damage to the structures caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute Operator a holdover, but all such property not removed upon termination of the Agreement shall be deemed abandoned and thereupon be the sole property of the Board. The Board may reject said trade fixtures or personal property and require Operator to reimburse the Board for the cost to dispose of said fixtures and/or personal property.

4. OBLIGATION OF OPERATOR

4.1. Concession Fee, Rents, and Fees.

4.1.1. Concession Fee. The Operator shall pay to the Board a Concession Fee annually, outlined below, as compensation for the Concession Privilege granted to it pursuant to this Agreement:

4.1.1.1. Concession Fee – the greater of either:
ten percent (10%) of the Operator’s annual Gross Revenues (“Percentage Concession Fee”); or

4.1.1.2. the respective yearly amount shown below as the Operator’s Minimum Annual Guaranteed fee “MAG”:

May 1, 2021 to April 30, 2022	\$ _____
May 1, 2022 to April 30, 2023	\$ _____
May 1, 2023 to April 30, 2024	\$ _____

For purposes of this Agreement, an “Operations Year” for the MAG shall be May 1 through April 30 annually.

Monthly payment shall be the greater of 1/12th of the respective year’s MAG or 10% of reported gross revenues for the previous month. The MAG payment shall be paid in advance on the first (1st) day of each month during each Operations Year, until such time as the Operator has paid to the Board an amount equal to the respective annual MAG identified in Article 4.1.1.2 above. On or before the 20th of each and every month the Operator shall provide the Board with i) a signed and certified Report of Gross Revenues for the preceding month ii) payment of any percentage concession fee shown to be due for the preceding month, as designated on Exhibit #5, attached hereto and made a part hereof.

Once the sum of Concession Fee payments remitted has reached the MAG in any given Operations Year, the Operator may cease remittance of the 1/12th of the respective year’s MAG on the first (1st) day of each month for the remainder of that Operations Year. The Operator shall continue to report and remit each and every month after the annual MAG has been reached the full 10% of reported gross revenues for the previous month.

Operator acknowledges that Concession Fee payments by Operator to the Board under this Agreement are for Operator’s privilege to use the Airport facilities and access the Airport market and are not fees imposed by the Board upon Operator’s customers. The Board does not require, but will not prohibit, a separate statement of and charge for the Concession Fee on customer invoices or rental agreements (“Recovery Fee”), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled “Concession Recovery Fee,” “Concession Recoupment Fee” or such other name first approved by the Director in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and

invoiced with other Operator charges (i.e. “above the line”); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than 11.11% of Gross Revenues and shall be specifically included in the Definition of Gross Revenues for purposes of remittance to the Board; (d) Operator shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that the Board is requiring the pass through of such fee.

4.1.2. Rent for Premises located at the Airport to be paid in advance. The Operator shall pay to the Board, in advance, on the 1st day of each month the following rent:

4.1.2.1. For the period commencing May 1, 2021 through June 30, 2021, Operator shall pay the sum of Fifty Dollars and Forty-One Cents (\$50.41) per square foot per annum for _____ () square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing July 1, 2021, July 1, 2022 and July 1, 2023, the per square foot per annum rent shall be the same per square foot per annum counter/office/queuing rate paid by the Airlines serving the Airport.

4.1.2.2. For the period commencing May 1, 2021 through April 30, 2024, Operator shall pay the sum of Forty Cents (\$0.40) per square foot, per month for _____ () square feet in Ready/Return Block #_____.

4.1.2.3. For the period commencing May 1, 2021 through April 30, 2024, Operator shall pay a Land Use Fee for the QTA Facility to sum of Seven and One-Half Cents (\$0.075) per square foot per month for the Operator’s proportionate share of the land footprint of the QTA Facility, which is _____() square feet.

4.1.3. Rent for Premises - Storage Spaces located on the Airport based on use. The Operator shall pay to the Board, no later than the 20th day of following the end of the month the following Storage Space rent:

4.1.3.1. For the period commencing May 1, 2021 through April 30, 2024, Operator shall pay the sum of Four Dollars (\$4.00) for each vehicle each day the vehicle is parked overnight in a Storage Space.

4.1.4. QTA Fee for QTA Facility Operation & Maintenance Costs. Operator shall pay a monthly QTA Fee for QTA Facility operation & maintenance costs in the amount of Operator’s Proportionate Share (as defined below) of 1/12 of the annual O&M Budget as presented by the Board. The Funds shall be deposited into an account administrated by the Board or its designee for payment of actual O&M expenses to be paid by the Board for operation of the QTA Facility. The first year’s QTA O&M budget is here by incorporated and attached as Exhibit #6.

4.1.4.1. In addition to the QTA Fee described above, on or before May 1, 2021, Operator shall pre-fund the current Operation Year's QTA Fee by way of a deposit to the Board in the amount of its Proportionate Share of the monthly QTA Facility maintenance expenses for a three-month period. At the end of each Operations Year, the Board shall provide a statement of expenses to each on-Airport Rental Car Company that is a party to such Agreement. Based upon such statement, the Board will use Operator's deposit amount to pay any shortage in collection of Operator's Proportionate Share of the QTA operation & maintenance expenses for the previously completed Operation Year. Operator shall then replenish their required deposit amount in order to pre-fund one-fourth (1/4) of its projected annual share of the projected costs of operation and maintenance for the following year according to its Proportionate Share.

4.1.4.2. Operator's current proportionate allocation (share) is _____%, ("the "Proportionate Share") based initially on the Board's estimate of Operator's total number of rental car Transaction Days at the Airport to the total number of Transaction Days by all on-Airport rental car companies. Operator's Proportionate Share will be adjusted each Agreement Year by the Board based on its Transaction Day share. Operator agrees to provide the Board rental car transaction information monthly as part of its monthly report to the Board.

4.1.4.3. Monthly QTA Facility O&M expenses will include all cost incurred by the Board to operate and maintain the QTA Facility in good, clean and sanitary condition as it determines in its sole discretion.

4.1.4.4. Operator is specifically responsible for all operation & Maintenance expenses related to use of their QTA Facility Bay, including but not limited to separately metered utilities.

4.1.5. Fuel Use Reimbursement. Operator shall pay to Board monthly upon receipt of invoice from Board, reimbursement for fuel gallons purchased at the fuel dispensing unit at the QTA Facility during the previous month. The Fuel Use Reimbursement invoice will include the Board's cost of fuel plus fifteen percent (15%) for use of the new fueling facility.

4.1.6. Collection of CFCs. The Operator shall collect CFCs on behalf of the Board and remit to the Board the full amount of the Transaction Day fee collected from each rental Car customer.

4.1.7. Remittance of Payments. Any and all payments due to the Board by Operator shall be remitted to the following address:

Jackson Hole Airport Board

Attn: _____
P.O. Box 159
1250 East Airport Road
Jackson, Wyoming 83001

4.1.8. Year End Adjustments to Concession Fees, Rents and Fees. Within ninety (90) days following the end of each Operations Year, the Operator shall be required to submit to the Board a statement certified as complete and correct by an independent Certified Public Accountant and prepared in accordance with generally accepted accounting principles, showing the amount of Gross Revenues for the previous Operations Year "Certified Statement". In the event the amount of payments made during the preceding Operations Year exceeds the total of any payments due for such Operations Year, the excess payment shall be credited against the payments for the next Operations Year, except that any excess payment during the final Operations Year of this Agreement will be returned to the Operator within thirty (30) days after the Board's acceptance of the final Certified Statement described in this Article. Operator shall submit separate system generated reports for each brand name operated.

Within ninety (90) days after each Operations Year, Operator shall prepare and submit to the Board a certified statement of the Operator's actual total number of Transactions, Transactions Days and number of automobile days Operator stored vehicles overnight in Storage Spaces at the Airport for the most recent Operations Year.

4.2. Operator's Right of Abatement. In the event that the following condition exists during the term of this Agreement, the minimum annual guarantee hereinabove provided for in Article 4.1.1.2 shall be abated for the period of time the condition exists:

4.2.1 A major traffic reduction at the Airport. A major traffic reduction shall be defined as a not less than twenty five percent (25%) reduction in the number of passengers deplaning on scheduled airline flights at the Airport during any period of three (3) consecutive calendar months as compared to the number of such deplaning passengers in the same calendar months during the preceding calendar year.

4.2.2 The abatement amount for those months that are abated as defined in 4.2.1 will be the prorated reduction of that month's 1/12th payment of the minimum annual guarantee. For example, if May, June and July have a traffic reduction of 27%, 30% and 26% respectively, then the 1/12th minimum annual guarantee payment for May would be reduced by 27%, June would be reduced by 30%, and July would be reduced by 26%.

4.2.3 If the major traffic reduction continues for additional months, the proportional abatement will continue as well, until there is a month when traffic does

not fall below the 25% threshold, at which time the full minimum annual guarantee payment shall be made for such month.

4.2.4 This major traffic reduction can only be identified after any three-month period ends; however, the major traffic reduction exists for any three-month period when all three months had a not less than 25% reduction in passenger deplanements. Overpayments of the MAG will be credited to the Concessionaire during the year-end reconciliation process described in Article 4.1.8.

4.2.5 The parties acknowledge that a runway closure associated with runway reconstruction at the Airport is anticipated to occur during the Term, and this will result in a planned reduction in deplaning passengers. The minimum annual guarantee payment shall also be abated when, as a result of such runway closure, there is not less than a twenty five percent (25%) reduction in the number of passengers deplaning on scheduled airline flights at the Airport in a given month, as compared to the number of such deplaning passengers in the same calendar months during the preceding calendar year. Provided, however, that such no month in which an abatement is granted for runway closure by this Section 4.2.5 shall also be a month which is counted as one of the three (3) consecutive calendar months described in Section 4.2.1 above.

4.3. Failure to Pay Rent or Fees.

4.3.1. No demand for rent or fees need at any time to be given. In the event Operator fails to pay rents, fees, charges or billings as required under the provisions of this Agreement after the payments become due, as described in Article 4.1, interest at 18% per annum shall be assessed until fully paid. The implementation of this provision shall not preclude the Board from terminating this Agreement for default in the payment of rents, fees or charges, or from enforcing any other provisions contained herein or pursuing any other remedy allowed by law and/or equity.

4.3.2. All payments hereunder shall be considered delinquent if not received by the twentieth (20th) of the month due. If the twentieth (20th) of the month is a Saturday, Sunday or Federal holiday, that payment shall be delinquent if not received on the following business day.

4.4. Financial Conditions.

4.4.1. Security: During the term of this Agreement, the Board shall require the Operator to deliver (and thereafter maintain current for the entire term of this Agreement) an instrument of security in a form satisfactory to the Board, in its sole discretion, in the amount of Three Hundred and Fifty Thousand Dollars (\$350,000), in order to secure the performance of all of Operator's obligations under this Agreement, including without limitation, the payment of all the percentages, minimums, fees, charges and costs set out herein. Said security may be in the form of a bond.

4.4.2. Records of the Operator: The Operator covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type or operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise satisfactory to the Board for the determination of any CFC, Concession fee, or any other computation which may be necessary or essential in carrying out the terms of this Agreement. In the event the Operator institutes an audit of its own records, the Board reserves the right to receive a copy of said audit. Operator shall keep and maintain for a period of not less than thirty-six (36) months after the expiration or termination of this Agreement, true and accurate records, accounts, books and data accounting for all business conducted at the Airport. Operator agrees to operate its business at the Airport so that a duplicate rental agreement invoice, computer generated, shall be issued with each Transaction, whether for cash or credit. Operator shall submit separate system generated reports for each brand operated.

4.4.3. Audit: The Board reserves the right, at the Board's expense, to inspect all the Operator's financial records for the purpose of verifying Gross Revenues, number of Motor Vehicles stored on the Airport daily and CFCs. The Board shall give Operator fourteen (14) days written notice of said inspection of records. Further, the Board reserves the right to demand an independent audit conducted in accordance with generally accepted auditing standards of all the Operator's financial records, including, but not limited to, those maintained in Jackson, Wyoming. If, as a result of said audit, it is determined that the Operator has understated the Gross Revenues by three percent (3%) or more per Operations year, the entire expense of said audit shall be borne by the Operator. Any additional percentage fee due shall be paid by the Operator to the Board, with interest thereon at 18% per annum, from the date such additional fees became due which is the day under reporting commenced. All records, accounts, books and data³³³ accounting of Operator shall be provided in electronic format.

4.4.4. Liquidated Damages: Operator recognizes that the Board will incur additional costs if records requested by the Board are not provided in a timely manner and the amount of those costs is difficult to establish with certainty. Consequently, if Operator has not provided any record requested by the Board within thirty (30) days after said request was submitted to Operator, Operator shall pay to the Board as liquidated damages and not a penalty, the sum of One Hundred Dollars (\$100.00) per day until all such records have been provided to the Board. The per day liquidated damages will continue to accrue, in addition to interest at 18% per annum, until all records requested by the Board are satisfied and payment of liquidated damages shall not be offset against any other amount due the Board.

4.5. Indemnity and Insurance.

4.5.1. Indemnity and Waiver of Damages.

4.5.1.1. The Operator shall indemnify, hold harmless and defend the Board, their appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Operator's conduct of business or from any activity or other things done, permitted, or suffered by Operator in, or about the Premises and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Board, their appointed officials, agents and employees, provided that the Board shall give the Operator prompt notice of any such claim or actions made or filed against it.

4.5.1.2. Operator hereby agrees to release and hold harmless the Board, its appointed officials, agents and employees, from any damages to the Operator caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and the Operator does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Board, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

4.5.1.3. Operator further agrees to hold the Board, its agents, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Operator's equipment excluding any claims arising out of the sole negligence of the Board, their elected officials, agents and employees.

4.5.2. Insurance.

4.5.2.1. The Operator shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of Wyoming and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be standard commercial general liability covering all operations of the Operator and shall include, but not be limited to, general commercial liability; broad form property damage coverage and bodily injury coverage; automobile including owned, non-owned, leased and hired; contractual coverage, including the obligations of Article 4.5.1 -

INDEMNITY AND WAIVER OF DAMAGES, herein; and independent contractors coverage. The Board, its appointed officials, agents and employees, shall be included as additional insureds with respect to Operator's use of the Airport and the Premises which are subject of this Agreement. The Operator shall, promptly after execution of this Agreement, furnish to the Board appropriate certificates of insurance evidencing coverage effected and to be maintained for the term of this Agreement. The coverage shall not be less than Five Million Dollars (\$5,000,000) combined single limit or split limits equal to and not less than Five Million Dollars (\$5,000,000) for bodily injury and property damage with respect to each occurrence, which can be satisfied with a combination of primary and excess coverage.

4.5.2.2. The insurance policies shall not be subject to cancellation or material change except after notice to the Board at least thirty (30) days prior to the date of such cancellation or material change. Where any policy(ies) has (have) normal expirations during the term of this Agreement, written notice of renewal shall be furnished to the Board at least thirty (30) days prior to expiration of any policy during the term of this Agreement. Upon written request by the Board, the Operator shall permit the Board to inspect the originals of all applicable policies. The Board, its appointed officials, agents and employees, shall be included as additional insureds with respect to Operator's use of the Airport and the Premises which are subject of this Agreement.

4.5.2.3 Operator shall also maintain workers compensation insurance to the extent and in the amounts required by law.

4.5.2.4 Operator shall be responsible for obtaining insurance covering any of its trade fixtures, improvements and personal property which are located on the Premises against fire, casualty and other loss in amounts it deems reasonable from time-to-time.

4.5.2.3. This Article 4.5.2 shall be subject to periodic adjustments by the Board.

4.5.3 Waiver of Subrogation. The Board and Operator each waive any rights it may have against the other on account of any loss or damage occasioned to Board or Operator, as the case may be, their respective property, the Premises or its contents or to other portions of the Airport arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Agreement. Each of the parties hereto, on behalf of their respective insurance companies insuring the property of either the Board or Operator against any such loss, to the extent of any recovery under such insurance, waives any right of subrogation that it may have against the other. Each waiver shall be expressly included in, and shall comply with the requirements of the respective insurance policies. Should either or both of the respective insurance

companies assess a charge for such waiver, each party shall pay only for the charges assessed by its respective insurer.

4.6. Taxes. The Operator shall be liable for and pay when due all taxes and assessments of every kind and nature that may arise by virtue of the execution of this Agreement. Operator shall be responsible for payment of any statutory tax or other fiscal obligations imposed by applicable local, state or federal laws with respect to Operator's agents, employees, or Operator's property, occupancy of, or other activities on the Premises. Nothing herein shall prevent the Operator from protesting through due process, any taxes levied.

4.7. Additional Obligations of Operator. The Operator hereby covenants and agrees:

4.7.1. That the Rental Cars used by the Operator at the Airport shall be maintained, at the Operator's sole expense, in good, safe and operative order, free from mechanical defects, and in a clean, neat and attractive condition, inside and outside.

4.7.2. That the facilities and services to be provided by the Operator for the purpose of providing Rental Car service at the Airport shall remain open and staffed for such periods during each day, and such days during each week, as may be necessary to meet demands for said service.

4.7.3. That the personnel performing services at the Airport shall be neat, clean and courteous. The Operator shall not permit its agents, servants or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business at the Airport in any manner whatsoever except through the use of signs as allowed herein.

4.7.4. Operator's personnel shall be responsible for the removal of known debris, foreign materials or other hazards in or on the Premises of the Operator.

4.7.5. Personnel are prohibited from parking personal vehicles in the Ready/Return Block, QTA Facility, public parking areas or anywhere on Airport other than designated employee parking areas.

4.7.6. Operator agrees parking of vehicles and equipment by the Operator, its agents, servants, employees or licensees shall be restricted to those areas leased by Operator. Parking of employee vehicles is prohibited at Premises. Operator's employees shall be required to park in Director designated employee lot.

4.7.7. Operator shall educate and orient each of its employees which will drive Operator's vehicles on the Airport, with respect to speed limits, parking restrictions, lane use, and vehicular safety and courtesy on the Airport; it shall ensure that employee drivers of its vehicles on the Airport comply with Airport rules and

posted signs relating to vehicle operation, and operate such vehicles in a safe, courteous and non-reckless manner; it shall periodically monitor its employees' compliance with the requirements of this paragraph; it shall ensure payment of any and all citations issued to its employees relating to vehicular operation on the Airport; and, that, after notice and opportunity for hearing before the Director, and notwithstanding the existence or lack of any criminal or traffic citation by a law enforcement officer, it shall pay contract damages to the Board of \$100 for each breach by its employees of this paragraph with respect to Airport speed limits and/or traffic rules while operating one of the Operator's vehicles. Such violations may be established by radar, still and/or motion photography, the eye-witness testimony on Board employees, or by any other reasonable means. Operator may appeal any such decision of the Director to the Board by filing a written appeal within seven days of such decision, and the decision of the Director shall be stayed until the appeal is decided by the Board, which Board decision shall be final and non-appealable.

4.7.8. Operator agrees to participate in the Airport's recycling program by making a good faith effort to recycle, but at a minimum shall cause waste of corrugated cardboard, cardboard & paper, glass, plastic and newspapers generated by and in conjunction with its operations to be deposited so as to reasonably assure its recycling.

4.7.9. In accordance with Airport Grant Assurances, Operator shall take appropriate action to protect instrument and visual operations at the Airport. Operator shall adequately clear and protect Airport operations by removing, lowering, relocating, and marking all lighting hazards on its Premises including shading or adjusting lighting to prevent glare, installation of obstruction lighting as instructed by the Board.

4.7.10. That it shall observe and comply with any and all applicable Airport, federal, state and local laws, statutes, ordinances, regulations and standards and shall abide by and be subject to all rules and regulations which are now, or may, from time to time, be promulgated by the Board concerning management, operation or use of the Airport. The Operator shall obtain and keep in force all permits required by law for operation of the Rental Car business.

4.7.11. That it shall meet all expenses in connection with its operation at the Airport, and the rights and privileges herein granted, including, without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Operator, and that it will secure all such permits and licenses.

4.7.12. That it shall not engage in any business or other activity that will divert business and/or customers from the Airport to an off-site office, parking lot, garage, etc., for any purpose whatsoever, including, but not limited to, writing of sales agreements off-Airport premises. If the Board believes, in its sole opinion, that the Operator is engaging in such diversion of business or other activity described hereinabove, it reserves the right to inspect Operator's records, regardless of whether

such records pertain to activities at the Airport or off-Airport premises. Failure to permit such inspection or rectify any violations provided herein shall be subject to the Board's right as specified in Article 7.1 – BOARD'S RIGHT OF CANCELLATION. In addition, the Board shall have the right to include such business or other activity within the definition of Gross Revenues and the right to recover any amounts lost as a result of any diversion of business from the Airport.

4.7.13. That it shall comply with the rules and practices as set forth in the current Jackson Hole Airport Security Plan, as may be amended from time to time in the discretion of the Board. Any fines assessed against the Airport by the Transportation Security Administration (TSA) as a result of the Operator's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Operator, its employees or agents will be paid promptly upon demand to the Board by the Operator.

4.7.14. That it shall coordinate with other on-Airport rental car operators the use of its designated fueling and automated car wash facility by such other operators in the event any other fueling, or car wash equipment owned by the Airport at the QTA Facility is not operational. In the event the Board determines Operator has failed to coordinate with other on-Airport operators for use of the fueling and car wash equipment at the QTA Facility, the Board will dictate the use of the equipment.

4.7.15. The Board shall be the sole and final judge of the quality and the adequacy of the services furnished by the Operator as specified herein. In the event the Board determines that Operator has failed to comply with the requirements hereunder with respect to the quality and adequacy of its services, the Board may, upon thirty (30) days written notice, exercise its right to terminate this Agreement as per Article 7.1 – BOARD'S RIGHT OF CANCELLATION, contained herein. However, the Board may, in its sole discretion, extend the time for compliance if, in its opinion, the Operator is making progress in complying with the requirements of this Agreement.

5. RESERVED RIGHTS OF BOARD

5.1.1. Upon providing notice, if possible, the Board reserves the right to inspect the Premises and improvements throughout the term of this Agreement. Unless an emergency or unlawful condition exists which makes reasonable notice impractical, Operator, or Operator's authorized agent shall accompany the Board or its authorized representative(s) in order to inspect the Premises and any improvements thereon. The Board's agents or employees shall not be liable for any civil or criminal claim or cause of action for damage because of entering the Premises or improvements in order to perform its duties under the rights granted by this Agreement.

5.1.2. The Board reserves the right to direct, in its sole discretion, all activities of the Operator at the Airport in the event of an emergency.

5.1.3. The Board reserves the right to direct, at its discretion, Operator's operations in the event that Operator's operations are unreasonably interfering with the use by others of the Airport and/or Premises; e.g. to restrict the use of "public" areas of the Terminal, and public-access curbs, sidewalks and roadways in favor of the traveling public.

5.1.4. The Board reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Premises and existing vehicle and pedestrian traffic patterns, as the Board deems appropriate without interference or hindrance by the Operator, and the Board shall have no liability hereunder to Operator by reason of any interruption to Operator's operations on the Premises occasioned by such Board activities; provided, however, that the Board shall consult in advance with Operator on such changes and if Operator shall be unable to conduct reasonably normal seasonal business operations on the Premises by reason of any such Board activities, then the fees hereunder may be equitably adjusted during the period of such interruption.

5.1.5. The Board reserves the right, in its sole discretion, to enter into agreements for the financing or re-financing of the Airport and Operator agrees to cooperate in providing information to prospective lenders and in providing estoppel certificates, if so requested.

5.1.6. The Board reserves the right to establish and enforce rules and regulations for the conduct of activities and uses permitted herein and also to promulgate Minimum Standards for the conduct of commercial activities related hereto including, without limitation, minimum hours of operation if the Board determines that the needs of the traveling public are not being met.

5.1.7. The Board reserves the right, to permit off-airport Rental Car companies to operate or conduct business at the Airport.

6. OTHER PROVISIONS

6.1. Hazardous Substances.

6.1.1. Operator acknowledges receipt of a Phase I Environment Site Assessment and Baseline Predevelopment Soil Conditions Investigation dated February 28, 2018 which was prepared by Partner Engineering and Science, Inc., and which includes coverage of the area upon which the portions of the Leased Premises have been constructed (the "Investigation"). The condition of the area on and surrounding the area upon which such portions of the Leased Premises have been constructed, as disclosed in the Investigation, shall be the "Baseline." With respect to Hazardous Substances, the Operator shall not be responsible under this Agreement for any condition of such portions of the Leased Premises or its surrounding area that may exist upon Operator's surrender of such portions of the Leased Premises and which is within the Baseline.

6.1.2. If at the commencement of the term of this Agreement Operator will be occupying any portion of the QTA Facility for the first time, then such occupation by Operator shall be conclusively deemed to be an acknowledgment that it has inspected for Hazardous Substances which are not within the Baseline, and has accepted such portion of the QTA Facility notwithstanding the presence of such Hazardous Substances which are not within the Baseline. Provided, however, that nothing herein shall require Operator to take possession of any portion of the QTA Facility for the first time if it has promptly, and prior to commencement of the term of this Agreement, given written notice to the Board of the presence of such Hazardous Substances which are not within the Baseline. Any such notice shall document with specificity the location and nature of such Hazardous Substances. In the event such a notice is given, the Board in its sole discretion may cure the contamination by (i) removing such contamination, (ii) pursuing others for removal of such contamination, and/or (iii) choosing to allow such contamination to remain in which case it will indemnify Operator with respect to such contamination as if it were from adjacent property as described in Section 6.1.3 below. During the period that the Board is pursuing such cure or cures the Operator shall not be required to take possession of the affected QTA Facility and rental due with respect to the QTA Facility shall be abated.

6.1.3. The Board shall indemnify, defend and hold the Operator harmless from any and all costs due to Hazardous Substances contained within the Baseline, or that Operator establishes flowed, leached, diffused, migrated, or percolated into, onto, or under the Premises from adjacent properties after the term of the Agreement commences..

6.1.4. Subject to the provision of Article 6.1.3 above, Operator agrees to indemnify, defend and hold harmless the Board from any and all claims, damages, from or in connection with the presence of Hazardous Substances in, on or coming from the Premises, unless the Hazardous Substances are identified in the Baseline or in a written notice under Section 6.1.2 above, or are present as a result of the sole negligence, willful misconduct, or other acts of the Board its agents and employees.. Without limitation of the foregoing this indemnification shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. With respect to cleanup of any contamination from any Hazardous Substances on the Premises, Board and Operator agree to work together to approve cleanup criteria and investigation, monitoring and remediation activities for the Premises that comply with, but are no more stringent than the most stringent of all applicable municipal, state, and federal laws, and rules and regulations.

6.1.5. For the purposes of this Agreement, the term "Hazardous Substances" shall be interpreted broadly to include but not be limited to substances (chemicals or waste) designated as hazardous, toxic, or dangerous, including but not limited to petroleum or petroleum containing products, under the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., or the Comprehensive Environmental Response Compensation

and Liability Act, 42 U.S.C. 9601, *et seq.* or as may be amended, the Model Toxics Control Act (M.T.C.A.), R.C.W. 70.105D, *et seq.*, and any applicable federal, state, or local law or regulation relating to safety, preservation or protection of human health and the environment (“Environmental Laws”).

6.2. Hazardous Substances Storage.

6.2.1. The Operator is solely responsible for taking all steps and actions to remove or remediate any Hazardous Substances or any other environmental contamination on or under the Premises that are a result of the Operator’s use or occupancy of the Premises pursuant to Article 6.1 of this Agreement. The Operator is responsible for the protection of public health and safety and the environment from actual or potential harm and is obligated to ensure that the Premises are in compliance with all Environmental Laws. If any remediation work is required, Operator, at its sole expense, shall perform all work required and provide to the Board for approval, a written plan of action for completing said remediation work.

6.2.2. Hazardous Substances

6.2.2.1. Except for any Hazardous Substances used for the operation and maintenance of the Premises as a rental car facility, used in commercially reasonable quantities and in compliance with Environmental Laws, Operator shall not engage in or allow the generation, use, manufacture, treatment, transportation, or storage of any Hazardous Substance in, on, under, or adjacent to the Premises, except by written permission of the Board.

6.2.2.2. Operator shall not engage in or allow the unlawful release of any Hazardous Substance in, on, under or adjacent to Premises (including air, surface water and ground water on, in, under or adjacent to the property). Operator shall at all times be in compliance with Environmental Laws (and shall cause its employees, agents and contractors to be) with respect to the Premises or any hazardous substance and shall handle all Hazardous Substances in compliance with good industry standards and management practices.

6.2.2.3. Operator shall promptly notify the Board and any and all adjacent property tenants, in writing, if Operator has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be released, discharged or disposed of, on, in, under or from the Premises. Operator shall immediately take such action as is necessary to report to governmental agencies as required by Environmental Laws and to detain the spread of and remove, to the satisfaction of any governmental agency having jurisdiction, any Hazardous Substances released, discharged or disposed of as the result of or in any way connected with the conduct of Operator’s business, and which is now or is hereafter determined to be unlawful or subject to governmentally imposed remedial requirements subject to Article 6.1.3 of this Agreement.

6.2.2.4. Operator shall at all times maintain an employee or consultant familiar with applicable laws and charged with responsibility for Operator's compliance with all applicable laws relating to Hazardous Substances.

6.3. Damage or Destruction.

6.3.1. Leased Premises.

6.3.1.1. If the Premises, excluding Operator's leasehold improvements or trade fixtures, are partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the Board. The Premises shall be repaired or restored at the Board's expense to essentially the same condition as that which existed prior to such damage. In the event such damage is caused by any negligence of the Operator, its officials, agents or employees, it shall be the responsibility of the Operator to pay all loss, damage and costs not covered by any insurance proceeds. Should a portion of the Premises be untenable, not due to any negligence of the Operator, rent for the affected portions of the Premises shall be abated for the period from the occurrence of the damage to the completion of the repairs.

6.3.1.2. If the Premises, excluding Operator's leasehold improvements or trade fixtures, are completely destroyed by fire or other casualty or so damaged as to remain untenable for more than sixty (60) days, the Board shall be under no obligation to repair or reconstruct such Premises. The rent of the affected portions of Premises shall be abated for the period from the date of such occurrence until such space is temporarily replaced with other space sufficient to allow the Operator to operate. The Board shall notify Operator within sixty (60) days of the occurrence of such casualty whether it intends to repair or reconstruct the damaged Premises. If the Board elects to repair or reconstruct, it shall do so with due diligence and at its expense, unless such damage was caused by any negligence of the Operator, its officials, employees, or agents, in which case it shall be the responsibility of the Operator to pay all loss, damage and costs not covered by any insurance proceeds. Should the Board elect not to repair or reconstruct, this Agreement as to the destroyed or damaged Premises shall terminate on the date of notification by the Board as specified in this Article. In such event, the Board agrees to use its best efforts to obtain adequate substitute space for Operator.

6.3.2. Other Airport Property. In the event of damage or destruction of Airport property caused by the Operator, its agents, employees, or equipment, Operator agrees to repair, reconstruct, or replace the affected property to essentially the same condition which existed prior to such damage or destruction, to the extent that same is not covered by insurance required under this Agreement. Operator

further agrees to cause such repair, reconstruction or replacement of affected property with due diligence.

6.4. Government Reservations and Restrictions. The Premises being leased and rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

6.4.1. Nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, et seq., Section 308 of the Federal Aviation Act of 1958 and as amended.

6.4.2. During time of war or national emergency, the Board shall have the right to lease the landing area or any part thereof to the United States government for military or naval use and, if such lease agreement is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

6.4.3. This Agreement shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Board and the Federal Aviation Administration or any successor federal agency.

6.4.4. This Agreement is expressly subject to the terms and conditions of the AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE JACKSON HOLE AIRPORT BOARD dated April 27, 1983 (the "Interior Agreement"), as amended, and all applicable federal, state and local laws, rules and regulations. To the extent anything herein conflicts with the Interior Agreement or the applicable laws, rules and regulations, the provisions of the Interior Agreement, or the applicable laws, rules and regulations shall control. The Board shall be free, in the future, to renegotiate the Interior Agreement on such lawful terms and conditions as it deems appropriate and in the public interest, without any consent or approval of Operator or any other person, and Operator shall be bound by the terms of such renegotiated agreement.

6.4.5. This Agreement shall be subordinate to the provisions of any other existing or future agreement between the United States Government and the Board relative to the use, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of the Airport now or in the future.

6.5. Agreement Subordinate to Bond Issuance. This Agreement and all rights of the Operator hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment by the Board to secure any bonds authorized by law to be issued for the development or improvement of the Airport including the QTA Facility, and the Board and the Operator agree that the holders of the said Bonds shall possess, enjoy and

may exercise all rights of the Board hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Operator and the Board with the terms and provisions of the bond covenants. The Operator agrees to take all action reasonable and necessary to execute any amendment in writing to this Agreement to ensure that the Board remains in compliance with the terms and provisions of the bond covenants for any existing or proposed tax exempt (or non-tax exempt) financing for or on behalf of the Board.

6.6. Utilities, Construction and Maintenance – Terminal, Ready Return Blocks and QTA Facility.

6.6.1. Board's obligations: The Board shall provide the Operator with the following:

6.6.1.1. Utilities to the leased counter/office/queuing position, except as hereunder stated; and

6.6.1.2. Security lights, signposts, and maintenance of same to the leased ready/return blocks.

6.6.1.3. Security lights, signposts, and maintenance of the same to the leased QTA Facility.

6.6.2. Operator's obligations: The Operator shall maintain and keep the Premises in good repair and clean condition in accordance with applicable laws, rules and regulations. Operator shall be responsible for providing the following:

6.6.2.1. All items not provided by the Board in 6.7.1 of this Article.

6.6.2.2. Maintenance of office space, janitorial and garbage service for the counter/office/queuing space; Operator shall ensure that trash generated by its operations is immediately placed in covered containers, that no fugitive trash is generated, that the premises are policed for trash on a daily basis, and that trash and other wastes are disposed of lawfully and promptly.

6.6.2.3. Maintenance of all ready/return spaces in their Block.

6.6.2.4. Maintenance, supplies, janitorial and garbage service for operations in their QTA Facility Bay. Operator shall ensure that all oil, trash, debris and garbage generated by its operations or found in or around the QTA Facility are collected and disposed of lawfully and promptly. Operator shall at all times keep and maintain its QTA Facility Bay clean, neat and in an orderly condition. If Operator damages any portion of the Premises, it shall immediately notify the Board, which as soon as reasonably practical under the circumstances, shall repair or cause repairs to be made, including with respect to the structure, electrical, plumbing, structural and

door repair and window replacement, and Operator shall pay or reimburse the Board the reasonable cost of such repairs and/or replacement within fifteen (15) days of being provided an invoice therefor.

6.6.2.5. Operator agrees to cooperate with the Board with the provision and installation of any new communication services such as paging, courtesy phones, flight and baggage information systems, etc., necessary to properly operate the Airport. Operator is responsible for all communication and computer services required to operate its Rental Car business.

6.6.2.6. Neither party shall be liable to each other, or any other person, for any interruption or failure in the supply of any utility service to the Premises. In the event of interruption of utility services to the Premises, the Operator and the Board shall take immediate action to restore such utility services as rapidly as possible to avoid unnecessary interruption of the Operator's business operations.

6.7. Snow Removal. The Board shall provide snow removal services within the Blocks, provided however, that Operator agrees to cooperate and coordinate with the Board in removing Motor Vehicles prior to snow removal service of the Blocks. Operator shall be responsible for providing snow removal in the storage areas used by Operator and in the entrance and exit of the QTA Facility Bay.

6.8. Advertising and Signage.

6.8.1. Operator shall have the right, at its own expense to install and maintain signs for the purpose of identification and advertising. Prior to installation of such signage, the Operator shall submit plans and obtain written approval of Director or his/her designee. The right to install identification signs or other advertising devices for information to its customers shall be at a location, in the number and type, size and design approved in writing by the Director. In the event the signs are removed and not replaced, Operator shall repair the area to its normal appearance. To the extent that Operator uses any electronic medium for identification and/or advertising which includes any reference to Operator's relationship with the Board, the Board shall have the right to review and approve the same.

6.8.2. All signs shall be repaired or replaced by Operator as they fade, peel, or generally deteriorate. Internal or external sign lighting shall be maintained by Operator with any burned-out fixtures replaced promptly. Signs which are no longer appropriate due to a change of tenant shall be removed immediately by Operator prior to leaving.

6.8.3. Operator shall not install any exterior lighting, shades or awnings or any exterior decorations or paintings, or build any fences or make any change to the exterior portions of the Premises without Board's consent.

6.9. Operator's Personal Property/Trademarks.

6.9.1. All personal property, equipment, furnishings, decorations and trade fixtures placed upon the Premises by Operator shall be at Operator's sole risk, and the Board shall not be liable for damage to or loss of such personal property or trade fixtures arising from the acts or omissions of any person or from any causes whatsoever.

6.9.2. Operator represents that it is (and will be for the entire term hereof) the owner of or fully authorized to use any and all services, processes, machines, articles, trade names, trademarks, logos or slogans to be used by it in its operation under or in any way connected with this Agreement. Operator agrees to save and hold the Board, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit, demand or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claims arising out of the operations of Operator under or in any way connected with this Agreement.

6.10. Replacement Operator – Most Favored Nations.

6.10.1. If this Agreement is terminated prior to the end of its term, the Board reserves the right to enter into an agreement with a replacement operator, through bid procedure, negotiation or otherwise, upon the same terms and conditions as exist in this Agreement, or upon other terms as the Board deems appropriate.

6.10.2. So long as this Agreement is in effect, if the Board enters into any concession agreement with another on-Airport rental car operator, such agreement shall not contain terms which are materially more favorable to the operator than those contained in this Agreement, unless such more favorable terms are concurrently made available to Operator, provided however that this clause shall not be construed to give Operator the right to relocate its terminal, parking or service facility space.

6.11. Assignment and Subletting.

6.11.1. The Operator shall not assign, sublet or transfer this Agreement or any interest herein, nor shall this Agreement, nor any interest therein, be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of the Board. Such consent shall provide that the assignment, transfer or subletting is in compliance with this Agreement and that any increase in rent, above and beyond the rent in this Agreement, on a per square foot per annum basis, or any increase in minimum guarantee, resulting from such action, is paid to the Board, and provided further that any assignee shall possess

sufficient experience financial security to insure compliance with all of the terms and conditions of this Agreement.

6.11.2. Subject to all other provisions of this Agreement, including Article 6.11.1 above, and subject to prior approval by the Board, it is expressly agreed and understood that any and all obligations of Operator hereunder may be fulfilled or discharged either by Operator or by a member of Operator's system, duly appointed thereto by Operator and that any and all privileges of every kind granted Operator hereunder may extend to and be enjoyed by such Operator so appointed; provided, however, that notwithstanding the method of operation employed by Operator hereunder, Operator shall continue always to remain directly liable to the Board for the performance of all terms and conditions of this Agreement.

6.12. Liens or Encumbrances, Lawsuits.

6.12.1. Operator agrees that it shall pay, or cause to be paid, all costs and expenses for work done, materials delivered and professional services provided to the Premises for improvements done at Operator's request, during the leasehold term for improvement to the Premises. Operator shall keep the Premises free and clear of all mechanic's or materialmen's liens or any other liens on account of any work done on the Premises at Operator's request. Operator agrees to and shall indemnify, and hold the Board free from and harmless against all liability, loss, damage, cost, attorney's fees and all other expenses on account of claims of lien of laborers or materialmen, or others, for work performed or materials or supplies furnished to Operator for use on the Premises. Board may require lien releases as a condition of approval.

6.12.2. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Operator's operation at the Airport. The Board and Operator shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Operator is an independent contractor in every respect, and not the agent of the Board.

6.13. Nondiscrimination.

6.13.1. The Operator agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Operator transfers its obligation to another, the transferee is obligated in the same manner as the Operator.

The provision obligates the Operator for the period during which the property is owned, used, or possessed by the Operator and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

6.13.2.1. **Compliance with Regulations:** Operator will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as **Exhibit #7** and which are herein incorporated by reference and made a part of this Agreement.

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

6.13.2.3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Operator of the operator's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.

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

6.13.2.5. **Sanctions for Noncompliance:** In the event of Operator's noncompliance with the non-discrimination provisions of this Agreement, the Board will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Agreement, in whole or in part.

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

6.14. Airport Concession Disadvantaged Business Enterprise Participation (ACDBE).

6.14.1. The Board strictly prohibits all unlawful discrimination and preferential treatment in contracting, subcontracting and purchasing, including any Agreements, or any subcontracting or purchasing under said Agreements. Additionally, this Agreement is subject to the requirements of the U.S. Department of Transportation's regulation, 49 Code of Federal Regulations Part 23. Operator shall comply with the Board's ACDBE Plan. Operator shall also comply with the Board's Non-Discrimination Policy and shall not discriminate against any business owner because of the owner's race, color, religion, sex, national origin, ancestry, age physical or mental disability, marital status, sexual orientation in connection with its performance under this Agreement. The Operator shall cooperate with the Board in the Board's policies to make good faith efforts to ensure that contracting, subcontracting and purchasing opportunities available under this Agreement are accessible and available to all qualified business owners, including Airport Concession Disadvantaged Business Enterprises. Operator acknowledges that the Board is required to develop and obtain approval of the Federal Aviation Administration of an ACDBE plan and Operator agrees to comply with any applicable provisions of an ACDBE plan approved by the FAA and adopted by the Board and Operator shall comply fully with the reporting provisions outlined in Exhibit #4, JACKSON HOLE AIRPORT RENTAL CAR ACDBE ATTAINMENT REPORT.

6.14.2. In order to ensure compliance with the Board's ACDBE Plan, the Operator agrees as follows:

6.14.2.1. Operator agrees that by January 1 of each year, during the term of the Agreement, Operator will provide a report to the Board, in the form acceptable to the Board, (see attached ACDBE Attainment Report – Exhibit #4) describing the dollar amount of its purchases or leases of goods and services during the previous federal fiscal year (October – September)

from any vendor that is certified as an ACDBE pursuant to the ACDBE Rules, together with documentation, in form acceptable to the Board, of its good faith efforts during such year to obtain other ACDBE providers of goods and services. Operator shall also provide such additional information to the Board, including any ACDBE participation in direct ownership of the Operator's business, as the Board may reasonably request in order to permit the Board to comply with the requirement of the ACDBE Rules, including the developing, establishing, meeting and monitoring of the ACDBE goal for car rentals

6.14.2.2. The Board has an approved ACDBE plan and Operator shall comply with the terms and conditions of such ACDBE Plan applicable to Rental Car Companies.

6.14.2.3. The Operator's breach of any obligation under this Article shall be a default by Operator under the Agreement and shall entitle the Board to exercise all of its contractual and legal remedies, including termination of this or any other Agreement with Operator.

7. TERMINATION, SURRENDER & DAMAGES

7.1. Board's Right of Cancellation. In addition to any conditions as specified herein and all other remedies available to the Board, this Agreement shall be subject to cancellation by the Board should any one or more of the following occur:

7.1.1. If the Operator shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy shall be instituted against the Operator and Operator is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Operator and its assets pursuant to proceeding brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for the Operator's assets is appointed, or if the Operator shall be divested of its rights, powers and privileges under this Agreement by other operation of law and such proceeding is not dismissed within sixty (60) days of filing.

7.1.2. If the Operator shall vacate, abandon or discontinue for thirty (30) consecutive days the conduct and operation of its Rental Car operation on the Airport, except when such abandonment be caused by runway closure, or by fire, earthquake, war, strike or other calamity beyond Operator's control.

7.1.3. If the Operator shall fail to perform, keep and observe any of the applicable obligations, covenants and/or conditions contained in this Agreement.

7.1.4. If the Board has a reasonable basis to believe the Operator will fail in the same, or the Operator engages in conduct or activity detrimental to the operations of the Airport, provided that upon the happening of any contingency recited in this Article or a reasonable basis to believe any such contingency will

happen, the Operator shall be given written notice to correct or cure such default, failure to perform or breach..

7.1.5. The discovery by the Board that any financial or background information or statement provided to the Board by the Operator, or any agent, representative, successor, grantee, or assign of the Operator, was materially false.

7.2. Operator's Right of Cancellation. In addition to all other remedies available to the Operator, this Agreement shall be subject to cancellation by Operator should any one or more of the following occur:

7.2.1. The permanent abandonment of the Airport.

7.2.2. The issuance of any order, rule or regulation by the Federal Aviation Administration or its successor federal agency, or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of the Airport for scheduled air transportation, except for the planned runway closure discussed in Section 4.2.5 above.

7.2.3. The breach by the Board of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the Board and the failure to remedy such breach for a period of sixty (60) days after written notice from Operator of the existence of such breach.

7.2.4. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of the Airport and its facilities in such manner as to substantially restrict the Operator from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

7.3. Surrender of Premises.

7.3.1. Upon the expiration and/or termination of this Agreement, Operator shall immediately surrender the Premises to the Board in good condition and repair, ordinary wear and usage excepted; and Operator shall remove all of Operator's personal property, trade fixtures, equipment or improvements removable by prior agreement with the Board from the Premises and shall repair any damage to the Premises caused by such removal. Any personal property of Operator, or anyone claiming under Operator, which shall remain upon the Premises at the expiration or termination of this Agreement shall be deemed to have been abandoned and may be retained by the Board as Airport property or disposed of by the Board in such manner as the Board sees fit without compensation to any party.

7.3.2. By delivery to Operator of written notice not later than thirty (30) days prior to the end of the term of this Agreement, the Board may require Operator to remove any QTA Facility alterations, additions, or improvements that Operator has made to Premises by the expiration or termination of this Agreement. The Board

may require the removal at any time of all or any part of alterations, additions, or improvements which have been made to the Premises by Operator without the Board's prior consent.

7.4. Attorney Fees. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Operator, this Agreement or the breach of any covenant or condition of this Agreement, or for the restitution of the Premises to the Board and/or eviction of Operator during the term of this Agreement, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal.

7.5. Performance by Board. If the Operator should fail to do anything required to be done under the terms and conditions of this Agreement, except for the payment of rents, fees or charges, the Board may, at its sole option and after giving written notice to the Operator, perform such act on behalf of the Operator. Upon notification to the Operator of the cost thereof by the Board the Operator shall promptly pay the Board the amount due.

7.6. Board Remedies.

7.6.1. If Operator should, after notice, fail to remedy any default (i) in the payment of any sum due under this Agreement for ten (10) days after being provided with notice, or (ii) in the keeping of any other term, covenant or condition herein with all dispatch, not exceeding thirty (30) days after being provided with notice, then at its option, in addition to and not exclusive of any other remedy the Board may have at law or in equity, without any further demand or notice, enter the Premises and evict all persons therefrom, using all necessary force to do so, and either (i) declare this Agreement at an end, in which event Operator shall immediately pay the Board a sum of money equal to the amount, if any, by which the then cash value of the Concession Fee and Rent for Premises reserved hereunder for the balance of the term of this Agreement exceeds the then cash rental value of the Concession Fee and Rent for Premises for the balance of said term, or (ii) without terminating this Agreement, may re-let the Premises, or any part thereof, as the agent and for the account of Operator, upon such terms and conditions as the Board may deem advisable. In the event the Board re-lets the Premises, the Operator shall be obligated to pay, in addition to the deficiencies in the Concession Fee and Rent for Premises and the re-letting rent amount, all necessary renovation and alteration costs and expenses, attorney's fees, and real estate commissions. Said necessary renovations and alterations, attorneys' fees, and real estate commissions paid shall be deemed additional rent due and owing by the Operator. The Board shall apply all rents collected upon re-letting toward payment of all sums due or to become due to the Board. Thereafter, if the rents collected upon re-letting are insufficient to pay the original Concession Fee and Rent for Premises and the additional rent due and owing as described above, the Board may bring an action for any deficiencies due and

owing to the Board as a result of the Operator's default under the terms and conditions of this Agreement.

7.6.2 If the Board shall have the right to re-enter and take possession of the Premises hereunder, it may enter and eject the Operator and those claiming through or under it and remove its property and effects (using force, if necessary) without being guilty of any manner of trespass; without any liability therefore; without prejudice to any other remedies of the Board; and without liability for any interruption of the conduct of the affairs of Operator or those claiming through or under it. The Board's agents or employees shall not be liable for any civil or criminal claims or cause of action because of entering the premises and improvements at reasonable times and in a reasonable manner to carry out the provisions of this Article.

8. MISCELLANEOUS PROVISIONS

8.1. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.2. Approval or Direction by Board. Wherever consent, approval or direction by the Board is required under this Agreement, such consent, approval or direction by the Board shall be effective if given by the Director or his designee in the manner set forth in this Agreement.

8.3. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements whether written or oral. This Agreement may not be altered, modified or changed in any manner except by a writing signed by both parties.

8.4. Relationship of the Board and Operator. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement nor any acts of Operator and the Board shall be deemed to create any relationship other than that of Operator and the Board.

8.5. Non-Waiver of Breach. The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Board to any act by Operator requiring Board's consent shall not be deemed to waive consent to any subsequent similar act by Operator.

8.6. Survival of Indemnities. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or

proceeding within the scope of any indemnity provided in this Agreement, Operator shall, at the Board's option, defend the Board at Operator's expense by counsel satisfactory to the Board.

8.7. Applicable Law, Venue, Waiver of Trial by Jury. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Wyoming. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for Wyoming or the Teton County District Court for the State of Wyoming, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

8.8. Notices. All payments, demands and notices required herein shall be deemed to be properly served if personally delivered, or if sent by overnight courier or certified mail return receipt requested, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

BOARD: Executive Director
Jackson Hole Airport Board
PO Box 159
1250 East Airport Road
Jackson, Wyoming 83001

OPERATOR: _____

The date of service of such notice shall be upon personal delivery, one (1) day after such notice is deposited with reliable overnight courier, or three (3) days after such notice is deposited in in the U.S. Mail, postage prepaid.

8.9. Time of Essence. It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

8.10. Paragraph Headings. Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Agreement.

8.11. Authority of Operator's Representative. As an inducement to the Board to execute this Agreement, the undersigned representative of Operator represents that he/she is expressly authorized to execute this Agreement and to bind Operator to the terms and

conditions hereof and acknowledges that the Board is relying upon this representation, authorization and execution.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

JACKSON HOLE AIRPORT BOARD

Attest:

Secretary

By: _____

Attest:

Secretary

By: _____

SAMPLE

EXHIBITS #1, #2 and #3 (PREMISES)

SAMPLE

Exhibit #4

**JACKSON HOLE AIRPORT
RENTAL CAR ACDBE ATTAINMENT REPORT**

Rental Car Brand: _____

Business name: _____

This company/business, is is not, a certified ACDBE firm
(if a certified ACDBE please provide evidence of this certification and percentage of direct ACDBE
ownership of business) _____ % ACDBE direct ownership of business

Reporting Period: From: _____, 20 _____ To: _____, 20 _____

Reported By: _____

Name _____ phone # _____

Gross Revenues for this period \$ _____ Concession fees paid to the Airport \$ _____

Dollar value of goods & services purchased or leased by this company from

Certified ACDBEs: \$ _____

Name of ACDBE firms included in this figure:

Description of Good Faith Efforts to obtain other ACDBE providers of goods and services:

I certify that the above information is true and accurate to the best of my knowledge and accurately
reflects our ACDBE participation and good faith efforts during the period indicated.

Owner/Manager

Date

Exhibit #5

**JACKSON HOLE AIRPORT (JAC)
RENTAL CAR CONCESSION - MONTHLY REPORTING FORM**

Revenue Report for the Month of: _____

Concessionaire Name: _____

Prepared By: _____

Gross Revenues (attach detail): _____

Concession Fee: _____

Less 1/12th MAG*: _____

Additional Concession Fee Due: _____

Number of Transaction Days: _____

CFC per Day = _____

Number of Nights Vehicles
Stored in the Storage Spaces: _____

Storage Space Rents = _____

Amount Due at time of report: _____

Total Number of Transactions: _____

Report to be submitted electronically to:
Michelle Anderson at Michelle.Anderson@jhairport.org
And copied to Robin Usher at Robin.Usher@jhairport.org

Payments should be mailed to:
Jackson Hole Airport
P.O. Box 139
Jackson, WY 83001

*1/12th of the Minimum Annual Guarantee (MAG) is due on the first day of each month.

Exhibit #6

**Jackson Hole Airport Board
 Jackson Hole Airport
 QTA Service Facility
 Operations and Maintenance Budget - May 1, 2021 to April 30, 2022**

This budget includes one year operations and maintenance estimates for the building common areas and building exterior. This budget specifically excludes any operations and maintenance expenses related to the fueling facility. The budget also excludes any expenses associated with operations inside of leased space - no expenses are included for separately metered utilities or exclusive leased space repairs and maintenance.

EXPENSES:	Total
Utilities - Electricity	\$ 19,389
Utilities - Water	2,500
Utilities - Sewer	2,639
Utilities - Refuse	2,209
Utilities - Oil/Water Separator Sumping	10,000
HVAC Maintenance	5,000
Snow Removal Equipment/Supplies	8,832
Snow Removal Labor	17,959
Garage Door Maintenance	10,000
Vendor Services	12,604
Pavement Markings & Crack Sealing	10,000
Fire Alarm Monitoring/Security Monitoring	1,402
Management/Administration Labor	30,000
Insurance	36,982
Car Wash Maintenance	29,753
O&M Reserve (2 months of O&M Budget)	33,200
Budgeted O&M Expenses	\$ 232,470

TENANT RESPONSIBILITY:

Utilities - Natural Gas
 Data Services (fiber, phone, etc.)
 Janitorial Supplies
 Janitorial Labor
 Soap and Detergent Supplies

EXHIBIT #7 - Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the “Operator”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

APPENDIX G

**NON-TENANT RENTAL CAR
CONCESSION AGREEMENT AND PERMIT**

Between

the

Jackson Hole Airport Board

And

**Jackson Hole Airport
Jackson, Wyoming**

Dated: _____

Table of Contents

	<u>Page</u>
RECITALS	1
DEFINITIONS	2
1.1 "Airport"	2
1.2 "Airport Customer"	2
1.3 "Agreement"	2
1.4 "Commercial Vehicle"	2
1.5 "Designated Premises"	2
1.6 "Director"	2
1.7 "Employee"	2
1.8 "Gross Revenue"	2
1.9 "Solicitation"	3
1.10 "Terminal"	3
2. USE OF AIRPORT FACILITIES	3
2.1 Grant of Non-Exclusive Operating Rights	3
2.2 Commercial Vehicle Parking Spaces	3
2.3 Rights of Ingress and Egress	3
2.4 Limitations on Uses	4
3. OBLIGATIONS OF OPERATOR	4
3.1 Payment of Fees	4
3.2 Terms and Conditions of Payment	5
3.3 Insurance	5
3.4 Indemnification of the Board	6
3.5 Operator's Other Obligations	6
3.6 Parking and Operation of Vehicles	7
3.7 Inspections	8
3.8 Registration of Commercial Vehicles	8
3.9 New Government Regulation	8
3.10 Discrimination and Fair Trade	8
4. OBLIGATIONS OF THE BOARD	9
5. TERM	9
5.1 Term	9
5.3 Holding Over	9

6.	TERMINATION AND DAMAGES.....	9
6.1	Termination by Operator.....	9
6.2	Termination or Suspension by the Board.....	9
6.3	Delayed Termination or Suspension.....	10
6.4	Survival of Obligations.....	10
7.	ASSIGNMENT.....	10
7.1	Assignment by Operator.....	10
7.2	Successors to the Board.....	10
8.	OTHER AGREEMENTS.....	11
8.1	Rules and Regulations.....	11
8.2	Agreement and Subordinate.....	11
8.3	Non-Discrimination.....	11
8.4	Airport Concession Disadvantaged Business Enterprises.....	12
9.	MISCELLANEOUS PROVISIONS.....	13
9.1	Headings.....	13
9.2	Time of Essence.....	13
9.3	Attorneys' Fees.....	13
9.4	No Waiver.....	13
9.5	Limitation of Benefit.....	13
9.6	Severability.....	13
9.7	Effect of Agreement.....	13
9.8	Notices.....	13
9.9	Governing Law.....	13
9.10	Entire Agreement.....	13
9.11	Modification of Agreement.....	13
EXHIBIT 1:	Parking Area Layout Plan	
EXHIBIT 2:	Certificate of Insurance	
EXHIBIT 3:	Vehicle Registration Sheet	
EXHIBIT 4:	Report Form	
EXHIBIT 5:	Title VI List of Pertinent Nondiscrimination Acts and Authorities	

**NON-TENANT RENTAL CAR
CONCESSION AGREEMENT AND PERMIT**

JACKSON HOLE AIRPORT

THIS AGREEMENT, made as of _____, 2021, between the JACKSON HOLE AIRPORT BOARD, a body corporate, organized under the laws of Wyoming, and having its office at the Jackson Hole Airport, P. O. Box 159, Jackson, Wyoming 83001 (the "Board"), and _____, a corporation organized under the laws of _____ and having a principal address of _____ ("Operator").

RECITALS

The parties recite and declare that:

- A. The Board is the proprietor and operator of the Jackson Hole Airport (the "Airport").
- B. Off-Airport non-tenant automobile rental services at the Airport are desirable for proper accommodation of passengers arriving at and departing from the Airport.
- C. The Board desires to make services available at the Airport, and Operator is qualified, ready and able to perform such services.
- D. Off-Airport non-tenant, and on-Airport tenant rental car companies constitute separate and distinct classes of business operations at the Airport. Classes of business operations at the Airport should be regulated as necessary to ensure efficient Airport operation for the protection of the health, safety and welfare of the public.
- E. The opportunity to enter into On-Airport rental car concessions at the Airport has been the subject of public bidding open to experienced rental car operators, and Operator did not bid or was not a successful bidder.
- F. The costs and expenses for Airport facilities and operations should be paid by the users of the Airport, including non-tenant rental car companies, which directly enjoy the commercial opportunities that the Airport creates.
- G. In consideration of the foregoing and of the mutual covenants and agreements herein, and under the terms and conditions set forth herein, the Board is willing to grant Operator certain rights and privileges.

1. DEFINITIONS

1. As used in this Agreement, defined words and terms shall have the following meanings:

1.1 "Airport" is the Jackson Hole Airport located north of the Town of Jackson, in Teton County, Wyoming.

1.2 "Airport Customer" is any vehicle rental customer of Operator who is picked up at the Airport by Operator or its Employees, or who has otherwise arrived in Teton County, Wyoming at or through the Airport within 72 hours before he/she commences use of Operator's rental vehicle.

1.3 "Agreement" is this Non-Tenant Rental Car Concession Agreement and Permit.

1.4 "Commercial Vehicle" is any motor vehicle used to transport Airport Customers to or from the Airport in relation to the operations authorized by this Agreement.

1.5 "Designated Premises" consist of the roadway, hold and/or parking area designated by the Board as areas for access to Airport Customers by Operator and other non-tenant rental car operators and others.

1.6 "Director" means the executive director and manager of the Airport as may be designated by the Board, or his/her designee.

1.7 "Employee" shall mean any employee, officer, agent, contractor, or director of Operator or any other individual who operates a Commercial Vehicle or provides other service at the Airport for Operator and includes an individual Operator.

1.8 "Gross Revenue" as used herein shall mean, as determined in the reasonable discretion of the Board, all amounts charged to its Airport Customers, after discounts applied at the time of rental, by Operator regardless of whether such amount is actually paid to or received by Operator. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Operator by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to Airport Customers, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Operator's Airport Customers.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Operator of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions directly related to their rental car operations set forth below:

a. Federal, state, county, city or municipal sales, use, or excise taxes now in effect or hereinafter levied on Operator's operations which are separately stated on customers' rental contracts and collected from customers of Operator;

b. Amounts received from Airport Customer as insurance proceeds or otherwise specifically for loss of or damages to vehicles or other property of Operator;

c. Amounts received from the sale of vehicles to Airport Customers; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to Airport Customers through Operator's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and

d. Reimbursements from Airport Customers for towing, parking tickets and windshield replacement.

1.9 "Solicitation" shall mean any communication or attempted communication for the purpose of encouraging an Airport Customer or potential Airport Customer to engage Operator for rental of a vehicle. Solicitation includes, but is not limited to, the display of signs, distribution of hand bills, mime and oral communication.

1.10 "Terminal" is the passenger terminal building at the Airport.

2. USE OF AIRPORT FACILITIES

2.1 Grant of Non-Exclusive Operating Rights. Operator shall have the non-exclusive right to drop off and pick up Airport Customers at the Airport for the limited purpose of renting non-chauffeured motor vehicles to Airport Customers having reservations with Operator. Operator shall not be required to enter into a separate Ground Transportation Agreement with the Board. The trade/brand name(s) under which Operator may conduct such business at the Airport is/are _____. Operator shall not conduct business at the Airport under other or additional trade/brand names without the prior written approval of the Board.

2.2 Commercial Vehicle Parking Spaces. Operator, together with all other non-tenant rental car operators authorized to conduct business at the Airport, shall be entitled to use one (1) of not less than two (2) Commercial Vehicle parking spaces designated for such purpose in the Terminal parking area. Operator's use of such a space shall be on a non-exclusive and first-come, first-served basis. Operator shall park no more than one Commercial Vehicle at a time in said spaces. The location of said spaces shall be designated in the Airport's Ground Transportation Plan and Map, a copy of which is annexed as **Exhibit 1**, as the same may be amended or reissued from time to time.

2.3 Rights of Ingress and Egress. Operator shall have the right of ingress to, egress from and non-exclusive use of the Designated Premises to exercise its operating rights. Operator's rights of ingress, egress and use shall be subject to such rules or policies now in existence or hereinafter placed in effect by the Board, or such other rules and regulations of governmental bodies having jurisdiction.

2.4 Limitations on Uses.

2.4.1 Operator's uses of the Airport authorized and granted in this Agreement shall be limited to those granted in paragraphs 2.1 through 2.4 above. Operator shall have no right to solicit customers at the Airport, it being understood that Operator's business use of the Airport is limited to dropping off and picking up Airport Customers having reservations with, or having otherwise previously contacted Operator with respect to the rental of a vehicle.

2.4.2 Operator's use of the Designated Premises, the Airport or any portion thereof may be further restricted by the Director to the extent the Director deems necessary to protect or enhance public health or safety, in the event of emergency, or as necessary for security.

2.4.3 Operator shall not park nor permit to be parked rental vehicles at the Airport for pick-up by Customers, and shall not permit its customers to return rental vehicles to Operator at the Airport. This provision includes the parking and return of vehicles at any Airport location, including parking areas adjacent to the Fixed Base Operation.

3. **OBLIGATIONS OF OPERATOR**

3.1 Payment of Fees. Operator agrees to pay to the Board the following fee for the non-exclusive right to drop off and pickup Airport Customers, use of the Designated Premises and for the other privileges granted under this Agreement, which is not and shall not be construed as a tax:

3.1.1 As an Airport Use Fee on the Operator, a sum equal to ten percent (10%) of the Operator's Gross Revenue.

3.1.2 If any Airport Use Fee is not paid within the calendar month of the due date, Operator agrees to pay a late charge equal to 1-1/2% per month on the unpaid balance, accruing from date due until paid.

3.1.3 Operator acknowledges that Concession Fee payments by Operator to the Board under this Agreement are for Operator's privilege to use the Airport facilities and access the Airport market and are not fees imposed by the Board upon Operator's customers. The Board does not require, but will not prohibit, a separate statement of and charge for the Concession Fee on customer invoices or rental agreements ("Recovery Fee"), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled "Concession Recovery Fee," "Concession Recoupment Fee" or such other name first approved by the Director in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other Operator charges (i.e. "above the line"); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than 11.11% of Gross Revenues and shall be specifically included in the Definition of Gross Revenues for purposes of remittance to the Board; (d) Operator shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that the Board is requiring the pass through of such fee.

3.2 Terms and Conditions of Payment.

3.2.1 On or before the 20th day of each month Operator shall furnish the Board a report and statement of Gross Revenue for the immediately preceding month, and shall simultaneously pay the Board ten percent (10%) of such Gross Revenue. Operators will use the report form annexed as **Exhibit 4** or such substitute form as shall be reasonably required by the Airport Director. In addition to Gross Revenues, such report form may include information on the number of vehicles operated by Operator in Teton County, and the number of parties and persons picked up by Operator or its agents at the Airport.

3.2.2 Within 90 days after April 30 of each year of the Agreement, and within 90 days after termination of this Agreement, Operator shall furnish the Board a statement of Operator's Gross Revenue for the preceding Agreement year, certified by a principal or an appropriate officer of the Operator. Operator shall simultaneously pay to the Board the excess fee, if any, due the Board for such preceding Agreement year over and above the fee theretofore paid. If Operator shall have paid during the preceding year an amount in excess of that due under Section 3.1 above, the Board shall credit Operator against future payments.

3.2.3 The Board shall have the right at any reasonable time to examine all records maintained by Operator under Subsection 3.5.7 and 3.5.8 below and to have an audit prepared by an independent Certified Public Accountant. Operator shall maintain such records for at least one year following the expiration of the term hereof. In the event that there is a discrepancy in excess of 3% of Gross Revenues between Operator's annual statement, required by Subsection 3.2.2 above, and such independent audit, Operator shall bear the cost of such audit, in addition to payment of the discrepancy amount and associated late fees.

3.2.4 Payments required under this Agreement shall be accompanied by financial and other information on Operator's operations at the Airport as the Director may reasonably require. Such information shall be submitted on such forms as the Director may design and provide.

3.3 Insurance.

3.3.1 Operator shall carry broad form general liability insurance with a responsible insurance underwriter qualified to transact business in Wyoming, insuring the Board and Operator, as their interest may appear, against all legal liability for injuries to persons (including wrongful death) and damages to property caused by the Operator's activities and operations on and from the Airport with liability limits of not less than \$500,000 for any one person, and not less than \$1,000,000 for any occurrence involving injury (including wrongful death) to more than one person, and not less than \$100,000 for property damage resulting from any one occurrence.

3.3.2 At the commencement of this Agreement and at such other times as the Board may request, Operator shall furnish the Board with a certificate of insurance which shall provide that the Board is an insured under said policy, and that the policy cannot be canceled or materially modified except upon ten days advance written notice to the Board. Operator's current certificate of insurance is annexed as **Exhibit 2**.

3.3.3 If at any time during the term of this Agreement Operator shall fail to obtain and maintain such insurance, the Board may effect such insurance by taking out policies in companies

satisfactory to the Board. The amount of the premium or premiums paid for such insurance by the Board shall be immediately payable by Operator to the Board upon receipt of notice that such premiums have, in fact, been paid. Provided, that prior to taking out a policy of insurance under this paragraph, the Board shall attempt to notify Operator of its proposed action. Such notice may be by telephone or facsimile if reasonably necessary to protect the Board's interests.

3.4 Indemnification of the Board. Operator agrees to indemnify and hold the Board harmless against all liability for injuries to persons or damage to property caused by Operator's negligent operations at and from the Airport, or negligent use of the Designated Premises, other than injuries or damage caused by the gross negligence or willful misconduct of the Board.

3.5 Operator's Other Obligations. Operator hereby covenants and agrees, that with respect to the operations authorized under this Agreement:

3.5.1 rental vehicles shall be maintained at Operator's sole expense, in good operative order, free from known mechanical defects, and in clean, neat and attractive condition, inside and outside;

3.5.2 it shall conduct its operations in an orderly and proper manner and so as not to annoy, disturb or be offensive to Airport Customers, the public, or tenants at the Airport; Employees shall be neat, clean, courteous and have a modest appearance; clothing shall include shoes and shirts and may bear reasonable insignia indicating affiliation with Operator; Operator shall not permit its Employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner; Employees shall not litter in the Terminal or its environs nor enter the security screening area;

3.5.3 it will pay all expenses and taxes in connection with its operations and with the rights and privileges herein granted;

3.5.4 it shall furnish good, prompt, clean, courteous and efficient service; and that all services provided will conform in all respects to federal, state, county and municipal laws, ordinances, and regulations;

3.5.5 it shall not permit its Employees to engage in Solicitation on or about the Airport or Designated Premises; the Board shall be the sole judge as to whether the conduct of the Operator's Employees constitutes a violation of this Subsection or the applicable rules, regulations or policies adopted by the Board or Director, and upon notice from the Director, or his/her designee, Operator shall take all steps necessary to eliminate any violation thereof;

3.5.6 it shall conduct and carry on its business so as to maintain a professional and businesslike relationship with its competitors operating like businesses on the Airport; Operator shall not engage in open and public disputes, disagreements, or conflicts tending to deteriorate the quality of the business of Operator or its competitors or be incompatible to the best interests of the public at the Airport. The Board shall have the right to resolve all such disputes, disagreements, or conflicts and its determination shall be final;

3.5.7 it will keep or cause to be kept at a location in Teton County true, accurate and complete records of its rental vehicle business in Teton County; all such rental contracts of Operator shall be sequentially numbered, and all such contracts shall be maintained from inspection in sequential order

regardless of whether they are with Airport Customers, are void, or otherwise; it shall be clearly indicated at the top of each contract whether or not the transaction is with an Airport Customer; all such records shall be available for inspection by the Board or its agents during regular business hours;

3.5.8 on forms provided by the Board, which may be similar to the annexed **Exhibit 4**, it shall immediately record the surname of each Airport Customer picked up at the Airport in Operator's Commercial Vehicle(s) together with the number of persons in each party, and the date; such forms shall be maintained in each Commercial Vehicle and shall be available for inspection by the Director for a period of not less than three days, and, thereafter, shall be maintained with Operator's records required by Subsection 3.5.7 above. The information provided by Operator pursuant to this Subsection 3.5.8, and the last sentence of Subsection 3.2.1, shall be considered confidential commercial or financial data, and shall be considered confidential and exempt from disclosure under the Wyoming Public Records Act, to the maximum extent permitted by law; and

3.5.9 it will ensure that Operator's website, reservation system and similar communications with its customers do not reflect the Operator as having an "on-airport" location, and clearly reflects that the Operator's facility is physically located off-airport.

3.6 Parking and Operation of Vehicles. Operator agrees to observe the following requirements with respect to parking and operation of Commercial Vehicles at the Airport:

3.6.1 Operator shall not park Commercial Vehicles at the Airport overnight.

3.6.2 Operator shall not park rental vehicles at the Airport at any time; shall not park rental vehicles at the Airport for pick up by passengers; and shall not allow its rental vehicles to be dropped off at the Airport for later pick up by Operator; provided, however, that this paragraph does not prohibit Operator's customers from otherwise temporarily parking at the Airport in accordance with Board rules and policies.

3.6.3 Operator agrees that it shall pay contract damages of \$250 for each breach by it of the prohibitions set forth in Subsections 3.6.1 and 3.6.2, above, provided, however, that if more than two such breaches occur during any 12-month period, contract damages shall increase to \$500 for the third and each subsequent breach during the same 12-month period. Operator agrees to pay such damages within 15 days of notification of breach by the Director. If Operator wishes to appeal the notification of breach it may do so by filing a written appeal to the Board within said 15 day period. If the Director's determination of breach is upheld by the Board, Operator shall pay contract damages due within 15 days of notification of the Board's determination.

3.6.4 Operator shall load and unload passengers and property and shall park Commercial Vehicles only in areas designated for Operator's use. The curb area at the Terminal shall not be used for loading and unloading of Operator's Commercial Vehicles, unless such loading or unloading is necessary to accommodate disabled or elderly passengers. In such case, only the elderly or disabled passenger shall be loaded or unloaded from the curb.

3.6.5 Operator shall adhere to traffic laws posted signs and pavement markings.

3.6.6 Commercial Vehicles shall not be left unattended in loading and unloading spaces except as may be necessary to assist a passenger with baggage, page a passenger, use public restrooms in

the Terminal, or meal breaks not to exceed 30 minutes in duration. If a vehicle is to be left unattended for longer than 30 minutes, it shall be removed to a holding area.

3.6.7 Operator shall not operate any Commercial Vehicles to, at, or from the Airport which are unsafe or which fail to meet safety standards applicable to such vehicle; Employees shall be properly licensed and qualified.

3.6.8 Employees shall at all times obey the lawful instructions of the Director with respect to the loading, unloading, parking and operation of Commercial Vehicles upon the Airport, and the conduct of Employees at the Airport.

3.7 Inspections. The Director may at any time, after displaying proper identification and notifying the Operator, enter a Commercial Vehicle for the purpose of inspecting and ascertaining whether the vehicle is being maintained or operated in violation of this Agreement.

3.8 Registration of Commercial Vehicles.

3.8.1 Operator shall register with Director each Commercial Vehicle it utilizes in providing service at the Airport, and shall not use any unregistered vehicle to provide such service. The Commercial Vehicles listed on the Registration Sheet annexed as **Exhibit 3** are hereby registered.

3.8.2 Operator agrees that prior to using at the Airport any Commercial Vehicle not registered above, it shall bring said vehicle to the Airport for registration by the Director.

3.8.3 Decals issued by the Director shall be displayed at all times in the lower right hand corner of the front windshield of each Commercial Vehicle operating at the Airport. Operator shall operate no vehicle at the Airport which does not display a current decal.

3.8.4 Each Commercial Vehicle operated at the Airport shall bear a sign which clearly discloses the identity of Operator or an authorized trade name under which Operator does business at the Airport.

3.8.5 Operator shall provide the Board, on request, with written proof of all business and motor vehicle permits and licenses required by local, state, and federal regulations, and written proof that each Commercial Vehicle is insured to the limits provided in Section 3.3 above.

3.9 New Government Regulation. In the event the Board is required to make additional direct expenditures in connection with the implementation of any future state or federal regulation imposed upon the Board as a result of Operator's operation during the term of this Agreement, the Board may call a conference for the purposes of discussing and determining methods of compliance and recovery from Operator and other affected operators of cost so incurred, and Operator agrees to attend and negotiate in good faith regarding its participation in recovery of such costs.

3.10 Discrimination and Fair Trade

3.10.1 Operator shall furnish service to Airport Customers on a fair, reasonable, and nondiscriminatory basis.

3.10.2 Operator shall not make any false or misleading statement of fact to any Airport Customer or potential Airport Customer concerning the price of vehicles rented, amounts to be paid by Airport Customers, or services provided.

3.10.3 If Operator separately states, as an addition to the vehicle rental rate, any fee, charge, surcharge or other amount (collectively "Fee"), whether the same is related to the Airport Use Fee or otherwise, such Fee shall be disclosed to the Airport Customer at the earliest opportunity and shall be clearly stated on the rental agreement and invoice.

3.10.4 Operator shall not represent or characterize any such Fee as a tax, charge or fee imposed by the Board on the Airport Customer or upon the individual transaction with the Airport Customer. Any separate Fee designed to recover all or part of the Airport Use Fee from Airport Customers shall be characterized as an "Operating" or "Location" fee or charge.

4. OBLIGATIONS OF THE BOARD

The Board covenants that on paying Airport Use Fees and fully performing the covenants herein contained, Operator shall peacefully and quietly have, hold and enjoy the rights granted herein for the agreed term.

5. TERM.

5.1 Term. Subject to earlier termination as hereinafter provided, the term of this Agreement shall be three-year period commencing on _____, 2021, and ending _____, 2022. The term of this Agreement shall sooner expire 30 days after Operator ceases to conduct business operations at the Airport.

5.2 Holding Over. Operator's continued use of the Designated Premises after the end of the term hereof shall not be construed to be the granting or exercise of an additional term, but shall create only a month to month license, under the terms, conditions, and restrictions of this Agreement, which may be terminated by either party upon 30 days' notice to the other.

6. TERMINATION AND DAMAGES.

6.1 Termination by Operator. Operator shall have the right, upon written notice to the Board, to terminate the Agreement at any time, upon payment of all amounts and the submission of all information due to the Board, if Operator ceases to pick up and drop off Airport Customers at the Airport.

6.2 Termination or Suspension by the Board.

6.2.1 If Operator fails to make any payment due hereunder within ten (10) days after notice of the overdue payment is sent to Operator at the address set forth for Operator herein, the Board may, at its option, and in addition to other remedies, terminate this Agreement.

6.2.2 The Board shall also have the right to terminate this Agreement in the event of the appointment of a receiver of Operator's assets or the default by Operator in the performance of any covenant

or agreement herein required to be performed by Operator other than the payment of money, and the failure of Operator to remedy such default for a period of twenty (20) days after receipt from the Board of written notice to remedy the same.

6.2.3 Notwithstanding the provisions of Subsection 6.2.2 above, if Operator fails to observe its obligations under Sections 3.3 through 3.10 of the Agreement or any predecessor Agreement between the parties, the Board, through the Director, may:

6.2.3.1 Issue written warnings to the Operator;

6.2.3.2 Suspend, by written order, the Operator's authority under this Agreement to operate to, from and upon the Airport for any period of up to 30 days for each such violation;

6.2.3.3 Suspend, by written order, an Employee's authority to operate a Commercial Vehicle to, from and upon the Airport for any period of up to 30 days for each such violation; and

6.2.3.4 Terminate by written order, the Operator's authority under this Agreement to operate to, from and upon the Airport for multiple violations within the same agreement year, which year is agreed to be May 1 through April 30.

6.2.4 The Board need not terminate this Agreement upon Operator's default, but at its discretion and without terminating the Agreement, may seek specific performance, damages or any other remedy available to it at law or in equity.

6.3 Delayed Termination or Suspension. In the event of default by Operator, the Director in his discretion may impose termination or suspension of authority immediately, as set forth in section 6.2 above, or delay such suspension or termination for imposition during the next period in which Airport enplanements again approximate the period during which the violation(s) or default(s) occurred. Any violation(s) and default(s) under this Agreement may be considered by the Director in imposing suspension or termination under any successor agreement between the parties.

6.4 Survival of Obligations. Operators' obligations to make payments due, submit to audit, and submit required forms and information shall survive termination of this Agreement.

7. ASSIGNMENT

7.1 Assignment by Operator. Operator shall not at any time assign its rights under this Agreement or any part thereof without the written consent of the Board; provided, however, that the foregoing shall not prevent the assignment of such rights to any corporation with which Operator may merge or consolidate, or which may succeed to the business of Operator. No such assignment shall release Operator from its obligations to pay any and all fees and charges and to otherwise perform Operator's obligations under this Agreement.

7.2 Successors to the Board. The rights and obligations of the Board under the Agreement may be assigned by the Board, at the option of the Board, and without the necessity for the concurrence of the Operator in any such assignment.

8. OTHER AGREEMENTS

8.1 Rules and Regulations. Operator agrees to observe and obey rules and regulations presently existing or hereafter promulgated with respect to use of the Airport and Designated Premises, and to operate in accordance with applicable law.

8.2 Agreement and Subordinate.

8.2.1 This Agreement is expressly subject to the terms and conditions of the AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE JACKSON HOLD AIRPORT BOARD dated April 27, 1983 (the "Interior Agreement"), as amended or as hereafter amended or substituted, and all applicable federal, state and local laws, rules and regulations. To the extent anything herein conflicts with the Interior Agreement or applicable laws, rules and regulations, the provisions of the Interior Agreement, or the applicable law, rules and regulations shall control.

8.2.2 The Board shall be free, in the future, to renegotiate the Interior Agreement on such terms and conditions as it deems appropriate and in the public interest, without any consent or approval of Operator or any other person, and Operator shall be bound by the terms of such renegotiated agreement.

8.2.3 This Agreement shall be subordinate to any existing or future agreement between the Board and the United States or the State of Wyoming relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal or state funds for development of the Airport.

8.3 Non-Discrimination.

The Operator agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Operator transfers its obligation to another, the transferee is obligated in the same manner as the Operator.

The provision obligates the Operator for the period during which the property is owned, used, or possessed by the Operator and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

During the performance of this Agreement, the Operator, for itself, its assignees and successors in interest (hereinafter collectively referred to in this paragraph as the "Operator"), agrees as follows:

8.3.1 **Compliance with Regulations:** Operator will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as **Exhibit A** and which are herein incorporated by reference and made a part of this Agreement.

8.3.2 **Nondiscrimination:** Operator, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection

and retention of sub-contractors, including procurements of materials and leases of equipment. Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

8.3.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Operator of the operator's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.

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

8.3.5 Sanctions for Noncompliance: In the event of Operator's noncompliance with the non-discrimination provisions of this Agreement, the Board will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Agreement, in whole or in part.

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

8.4 Airport Concession Disadvantaged Business Enterprises.

8.4.1 It is the policy of the Board that airport concession disadvantaged business enterprises, including firms owned and controlled by minorities and/or women, as defined in 49 C.F.R. Part 23, shall have maximum opportunity to participate in the performance of its leases and agreements.

8.4.2 In the performance of this Agreement, Operator hereby assures that no person shall be excluded from participation, denied benefits or otherwise discriminated against by Operator in connection with the award and performance of any contract, including leases, covered by 49 C.F.R. Part 23, on the grounds of race, color, national origin or sex.

9. MISCELLANEOUS PROVISIONS

9.1 Headings. The section headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision.

9.2 Time of Essence. Time is of the essence in this Agreement.

9.3 Attorneys' Fees. In any litigation to enforce the provisions of this Agreement, the Court may award reasonable attorneys' fees and costs to the prevailing party.

9.4 No Waiver. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of this Agreement shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.

9.5 Limitation of Benefit. This Agreement does not create in or bestow upon any other person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided in this Agreement. This Agreement does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.

9.6 Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice Operator or the Board in their rights and obligations contained in valid covenants, conditions or provisions.

9.7 Effect of Agreement. All covenants, conditions and provisions of this Agreement shall extend to and bind the successors of the parties hereto, the assigns of the Board and the permitted assigns of Operator.

9.8 Notices. Notices and demands provided for herein shall be sufficient is sent by certified mail, return receipt requested, postage prepaid, to the address set forth above or to such other addresses as the parties may, from time to time, designate in writing.

9.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, and any action to enforce or interpret its provisions shall be brought in a court in and for Teton County, Wyoming.

9.10 Entire Agreement. This instrument contains the entire agreement between the parties and supersedes all prior oral or written agreements, commitments or understandings, whether written or oral. This Agreement may be signed in counterpart, which shall together constitute one agreement.

9.11 Modification of Agreement. This Agreement may not be amended, altered or changed in any manner whatsoever except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

JACKSON HOLE AIRPORT BOARD

By: _____

Its: _____

Attest:

By: _____

Its: _____

SAMPLE

EXHIBIT 5 - Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the “Operator”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

APPENDIX H

**RESOLUTION NO. 2020-04
OF THE
JACKSON HOLE AIRPORT BOARD**

**RE: ESTABLISHMENT OF FEES AND CHARGES
FOR AIRPORT TENANTS AND USERS**

May 21, 2020

The Jackson Hole Airport Board (the "Board"), a body corporate, organized under the laws of Wyoming, finds that:

WHEREAS, the Jackson Hole Airport Board (the "Board") is authorized to operate and maintain the Jackson Hole Airport (the "Airport") under Wyoming Statute §10-5-101, et seq., Chapter 12.16 of the Ordinances of the Town of Jackson, and the Board's capacity as proprietor of the Airport;

WHEREAS, the Airport is operated by the Board within Grand Teton National Park pursuant to an Agreement between the United States and the Board, dated April 27, 1983 as amended (the "Interior Agreement"), which requires, at Section 9(b) and pursuant to 16 U.S.C. Section 7d, that all rates and prices charged by the Board shall be fair and reasonable;

WHEREAS, federal aviation law requires that the rates, rentals, landing fees, and other charges that the Board imposes on aeronautical users for aeronautical use of the Airport be fair and reasonable, and be imposed without unjust discrimination, 49 U.S.C. § 40116(e)(2), 49 U.S.C. 47107(a)(1)(2)(13), 49 U.S.C. 47129 and 14 CFR Part 302, Subpart F;

WHEREAS, pursuant to these requirements, the Board regularly establishes fees and charges for goods and services provided, and rentals and activities authorized by the Board on and from the Airport; and

WHEREAS, by this Resolution, the Board desires to assemble and restate the fees and charges which it has previously adopted from time-to-time, which fees and charges it finds to be fair, reasonable and not unjustly discriminatory, for the period beginning on July 1, 2020 and continuing until amended by the Board.

NOW THEREFORE, upon motion duly made, seconded and adopted, the Board resolves as follows:

1. General provisions applicable to all fees and charges to Airport tenants and users are hereby adopted and set forth on the annexed Section 1.
2. Fees and charges specifically applicable to aeronautical users, including air carriers, aircraft fueling operators and other aircraft operators are hereby adopted and set forth on the annexed Section 2.

APPENDIX H

3. Fees and charges applicable to ground transportation providers, rental cars and parking in the public lot are hereby adopted and set forth on the annexed Section 3.

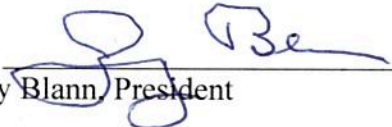
4. Fees and charges applicable to airport security and breaches of security are hereby adopted and set forth on the annexed Section 4.

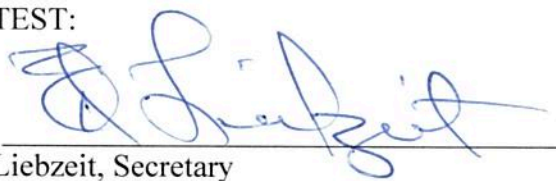
5. Miscellaneous fees and charges are hereby adopted and set forth on the annexed Section 5.

6. Definitions applicable to fees and charges set forth in Sections 1-5 above are hereby adopted and set forth on the annexed Section 6.

Upon motion duly made and seconded, this Resolution is hereby approved and adopted in open meeting by the Jackson Hole Airport Board this 21st day of May 2020.

JACKSON HOLE AIRPORT BOARD

By:  _____
Jerry Blann, President

ATTEST:
 _____
By: Ed Liezeit, Secretary

APPENDIX H

**SECTION 1: GENERAL REQUIREMENTS
(Rev: 7/1/20)****1. GENERAL REQUIREMENTS**

Unless otherwise expressly specified in a written agreement, lease or license between the Board and an Operator or any other Person affected by these fees and charges (collectively and for convenience, an “Operator”), the following terms and conditions shall apply to all operations at the Airport:

1.1 Effective Date, Authority and Amendment. This Fees & Charges Resolution (the “Resolution”) shall be effective July 1, 2020 and shall supersede all previous schedules of fees and charges promulgated by the Board and shall remain in effect until modified by the Board. This Resolution is promulgated pursuant to the Board’s regulatory authority under Wyoming Statute §10-5-101, et seq., Chapter 12.16 of the Ordinances of the Town of Jackson, 16 U.S.C. §7d, the Interior Agreement, and in accordance with federal aviation law (49 U.S.C. § 40116(e)(2), 49 U.S.C. 47107(a)(1)(2)(13), 49 U.S.C. 47129 and 14 CFR Part 302, Subpart F) and FAA regulations, rules, directives, and policy statements pertaining to the implementation, modification, and enforcement of airport fees and charges. The Board may amend this Resolution at any time, including altering the fee structure or approving additional fees, with or without notice or input from Operators.

1.2 Intent to Review Annually. The Board is committed to fairness and openness in its policies. To maintain financial stability, consistency, and currency of all fees and charges, it is the intent of the Board to, at a minimum, review this Resolution on an annual basis. The review may include, but not be limited to, a comparison of the operating revenues and expenses allocated for each Airport cost center (which may be modified from time to time) for prior fiscal years, market comparisons of rates and charges of other similar airports, and the mission, goals, and objectives of the Board.

1.3 Payment of Fees and Charges. All payments due the Board pursuant to this Resolution shall be paid to the Jackson Hole Airport Board, Airport Administration Offices, 1250 East Airport Road, P.O. Box 159, Jackson, Wyoming 83001, or by ACH direct deposit to the account designated by the Board, unless directed otherwise by the Board.

1.4 Remedies for Failure to Pay Fees and Charges. If an Operator fails to timely pay any fees, charges, or other monies owed, or to timely perform any obligation required under this Resolution, the Board may utilize any one or more of the following remedies in any order: (a) obtain specific performance; (b) recover all damages incurred by the Board, including incidental damages, consequential damages, and attorney’s fees; (c) utilize a portion or all of any security deposit provided by the Operator to remedy the violation and to reimburse the Board for any damages, including attorney’s fees and other expenses of collection the Board has sustained, in which event, the Operator shall not be permitted to resume its Airport operations or use Airport facilities under this Resolution until such time as it furnishes another security deposit that satisfies the requirements of this Resolution; (d) terminate the lease, agreement or license of the non-complying Operator, and if its lease, agreement or license are terminated, the Operator

APPENDIX H

involved shall continue to be liable for the performance of all terms and conditions, and the payment of all monies owed hereunder, prior to the effective date of said termination, in addition to all damages, including attorney's fees and other expenses of collection, incurred by the Board as a result of any violation; and/or (f) utilize any other remedy provided by law or equity as a result of said violations. Such violators in connection with parking fees may also be ticketed and subject to fine by the Town of Jackson.

1.5 Airport Damage. Operators (including, but not limited to, the drivers and registered owners of motor vehicles using the public parking areas of the Airport) shall be liable for any damage to the Airport caused by the Operator involved, and/or its members, officers, partners, agents, employees, representatives, contractors, subcontractors, customers, guests, invitees, or other parties acting under its direction and control, ordinary wear and tear excepted. All repairs shall be made by the Board at the responsible party's expense.

1.6 Interest. Any fees, charges, and other monies owed to the Board not paid when due shall accrue interest at the rate of one and one-half percent (1 ½ %) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest, and then to principal.

1.7 Jurisdiction and Venue. Exclusive jurisdiction and venue for any litigation to enforce or interpret the provisions of this Resolution shall be in a court of competent jurisdiction located in Teton County, Wyoming, or in the United States District Court for the District of Wyoming.

1.8 Prevailing Terms. Should there be any inconsistency between the terms of this Resolution and any other agreement, lease or license entered into between the Board and an Operator, the terms of the written agreement, lease or license entered into between the Board and such Operator shall prevail.

1.9 Other Fees and Charges. The omission to list in this Resolution a fee or charge, for any class of tenant, concessionaire or operator, or for any activity, does not prevent the Board from charging other or additional fees or charges to any Person for uses, activities or services not expressly listed in this Resolution, whether or not such additional fee or charge is imposed through agreement, license, lease or otherwise.

SECTION 2: FEES AND CHARGES TO AIRCRAFT OPERATORS (Rev. Effective 7/1/20)

2.1 FEES AND CHARGES FOR AIRCRAFT OPERATORS

Unless otherwise expressly specified in a written agreement between the Board and an Operator, the following terms and conditions shall apply to all Aircraft operations at the Airport:

2.2.1 Landing Fees. A landing fee will be charged for landings by all non-based aircraft, including Ferry Flights, and unscheduled landings of Aircraft originating from another

APPENDIX H

airport, and diverted to the Airport due to weather, mechanical, or other reasons. Aircraft of 12,500 pounds or less maximum certified take-off weight are exempt from paying landing fees at the Airport. The Board finds that based aircraft pay other fees and charges in support of the Airport, such as hangar and tie-down fees and that excluding them from payment of landing fees is therefore fair, reasonable and justified. Military aircraft shall pay a landing fee only when appropriate under FAA Sponsor Assurance #27.

Class of Aircraft	Fee Per Landing
Signatory Airline Aircraft	\$4.61/1,000 lbs.
Non-Signatory Airline Aircraft	\$5.99/1000 lbs.
General Aviation	\$4.61/1,000 lbs.
Military Aircraft	\$4.61/1,000 lbs.

2.2.2 Deicing Fluid Fees. Operators shall pay the Board a sum equal to the Board's full delivered cost of deicing fluid, plus 30%, with respect to deicing fluid dispensed from the Board's deicing fluid tank.

2.2.3 Deicing Fluid Disposal Fee. Operators shall pay the Board, as a deicing fluid disposal fee, Two Dollars (\$2.00) per gallon of deicing fluid dispensed from the Board's deicing fluid tank, or otherwise brought onto the Airport by or for the Operator.

2.2.4 Aeronautical Service Providers. All commercial aeronautical service Operators, including Part 135 and/or Part 91 Operators, doing Business on or from the Airport and thus required to have an agreement with the Board, shall pay the Board a monthly use fee equal to five-percent (5%) of Operator's gross revenues from operations on or from the Airport. Agreements with Part 135 and/or Part 91 Operators, entered into after the date of this Resolution, shall be for a term not to exceed one (1) year.

2.3 FEES, CHARGES AND RENTAL FOR SCHEDULED AIR CARRIERS

2.3.1 Payment of Fees and Charges. Each air carrier that utilizes the Airport shall pay its share of costs for the exclusive and joint use of space as set forth below. Signatory Airline shall make payment for its use of space at the Airport in accordance with the terms of its lease. Non-Signatory Airline shall make payments as follows:

2.3.1.1 Non-Signatory Airlines shall pay to Board in advance, on the first day of each month, without demand or invoicing, rentals for Airline's Exclusive Use Space (of the type described in Section 2.3.3 below) at the rate and in the amount that is 130% of the rate then paid by Signatory Airlines for like space in the Terminal Building.

2.3.1.2 Non-Signatory Airline's proportionate share of rentals for its use of the Joint Use Space (of the type described in Section 2.3.2 below), at a rate and in the amount that is 130% of the rate then paid by Signatory Airlines, shall be paid by Airline to Board

APPENDIX H

no later than fifteen (15) days following receipt by Airline of billing therefor and shall be calculated in accordance with the Joint Use Formula set forth below.

2.3.2 Baggage Claim Area, Baggage Service Offices & Storage, Outbound Baggage Handling and Secure Passenger Holdroom Rental. Air Carriers that utilize the Baggage Claim Area, Baggage Service Offices & Storage, Outbound Baggage Handling and Secure Passenger Holdroom of the Airport's terminal building on a joint use basis in a particular month shall pay their share of rent for the use of such areas that month. The rate for such areas is \$50.41 per square foot per year. .

2.3.3 Terminal Building Exclusive Use Space Rentals. Air Carriers leasing Ticket Counter and Queuing Areas (Ticketing) and Airline Ticket Offices/Operations Area space of the Terminal Building on an exclusive use basis shall pay the Board \$50.41 per square foot per year.

2.4 FUEL DELIVERED FEE

A fee shall be paid to the Board on all fuel delivered on the Airport to any Operator, and on all fuel removed from the Board's fuel facility on the Airport by any Operator. The fee shall be paid by the Operator so delivering the fuel on the Airport, or in the case of the withdrawal of fuel from the Board's fuel facility, by the Operator so withdrawing fuel. This fee shall not duplicate the fee received by the Board from any Fixed Base Operator in the same per gallon amount pursuant to any agreement or lease between an Operator and the Board, but shall be in addition to the fees set forth in Section 2.5 below. This fee shall be determined by multiplying the number of gallons of any fuel (including diesel, gasoline, avgas and jet fuel) so delivered or removed in accordance with the following schedule, which is based upon the Operator or other Person by whom the fuel shall be ultimately used:

Type	Fee per Gallon
Other than Air Carrier	\$.12
Air Carrier	\$.05

2.5 CUSTOMER AND FUEL FACILITY CHARGE AND FEES.

2.5.1 A Customer Facility Charge in the amount of five-cents (\$0.05) per gallon of aviation fuel delivered (the "Fuel Facility CFC") shall be charged and collected by each Fuel Provider from each Aircraft Operator of an aircraft into which fuel from an aviation fuel facility on the Airport is delivered by the Fuel Provider, commencing on July 1, 2017. The Fuel Facility CFC shall be set forth as a separate line item in each invoice for fuel delivered into aircraft by a Fuel Provider, and shall be paid to the Board monthly in accordance with procedures established by the Airport's Executive Director.

2.5.2 A Fuel Facility Fee ("FFF") of twenty cents (\$0.20) per gallon shall become effective upon notice by the Board and commencement of operations of the New Fuel Facility on the Airport. The FFF shall not be directly and separately passed on by any Fuel Providers on the

APPENDIX H

Airport to its retail customers, other than regularly scheduled air carriers which are charged by Fuel Provider on and into-wing fee basis.

SECTION 3: GROUND TRANSPORTATION, RENTAL CAR & PARKING
(Rev: 7/1/20)

3.1 FEES APPLICABLE TO GROUND TRANSPORTATION OPERATORS

The Board finds that various classes of Ground Transportation Operators exist at the Airport, and their impacts on and benefits derived from the Airport differ such that the establishment of differing fees for each such class is reasonable and appropriate. Ground Transportation Operators shall pay the Board fees for the uses, services and privileges of operating to, on and from the Airport according to the following schedule. Courtesy Vehicles shall pay fees to the Board in accordance with Section 3.1.3 below, Scheduled Service Providers in accordance with Section 3.1.4 below, and Transportation Network Companies in accordance with Section 3.1.5 below. All other Ground Transportation Operators shall pay fees in accordance with Sections 3.1.1 and 3.1.2 below.

3.1.1 Base Fee. A base fee of One-Hundred Fifty Dollars (\$150.00) each, provided, that if Operator pays the base fee for the entire one-year term in advance and upon execution of this Agreement, the base fee for such term shall be discounted to One-Thousand Six Hundred Dollars (\$1,600.00); and further provided that if Operator pays the base fee for six months in advance and upon execution of this Agreement, the base fee for the first six months of the term of this Agreement shall be discounted to Eight Hundred Dollars (\$800.00).

3.1.2 Vehicle and Permit Fees. A vehicle fee of Fifty Dollars (\$50.00) monthly for each vehicle registered with the Town of Jackson under Operator's Business license, provided, that the vehicle fee will be capped at Two Hundred Fifty Dollars (\$250.00) per month per Operator regardless of the number of vehicles operated. In addition, and on a one time basis, each owner of a vehicle registered under this paragraph shall purchase and affix to the vehicle a tamper-proof permit for every vehicle so registered and pay the Board a fee of Twenty-Five Dollars (\$25.00) for each such permit. An additional fee of Two Hundred Dollars (\$200.00) shall be imposed on any such owner which respect to each such vehicle used on the Airport without such a permit affixed to the vehicle.

3.1.3 Fees Applicable to Hotel/Motel Courtesy Vehicle Operators. Each Courtesy Vehicle Operator may operate to, on and from the Airport with a fee of One-Hundred and Fifty Dollars (\$150.00) each month, pursuant to the terms of an annual agreement with the Board, applicable law and ordinance, and the Board's rules and ground transportation policies. Courtesy Vehicle Operators shall only pick-up and drop-off at the Airport the patrons of their respective hotels/motels, and not Persons who are not patrons of their hotels/motels. Courtesy Service Vehicles shall pay no vehicle registration fees.

3.1.4 Scheduled Service Providers. Fees and charges to Scheduled Ground Transportation Operators, if any, may be determined by competitive bidding and shall be set forth in a written agreement with such Operator.

APPENDIX H

3.1.5 Transportation Network Companies. Transportation Network Companies shall pay a trip fee in the amount of Three Dollars and Twenty-Five Cents (\$3.25) per one way trip on all pick-ups and drop-offs of Riders that occur on the Airport by a Driver operating on the Company's Digital Network.

3.1.6 One Day Users. One Day Users shall pay a one-day fee in the amount of Fifty Dollars (\$50.00) per vehicle per day of use of the Airport.

3.2 AIRPORT PARKING RATES

Parking in the Airport's public parking lots shall be subject to the following parking fees:

Short Term Parking – \$10/hour after 2 hours, \$100 daily maximum
Parking Overnight – \$17.00 after 5 hours, per 24 hours/per space used
Over-Flow Parking – \$8.50 for airport badge holders after 24 hours
Oversized Vehicle Parking - \$34/night for two parking spaces
Annual Parking Pass (Public) - \$1,500.00
Annual Parking Pass (Non-Based Employees) - \$750.00
Annual Parking Pass (Employee) - \$30.00
Replacement Annual Parking Pass (All) - \$30.00

For purposes of this section, (a) the term "Employee" means an employee of any Airport tenant or contract operator that does not have a SIDA badge, and (b) Non-Based Employee means the Employee of any airline or other Airport Tenant or contract Operator who is not based at the Airport.

3.3 CUSTOMER FACILITY CHARGE

A Customer Facility Charge ("Rental Car CFC") shall be charged and collected by each on-Airport, tenant rental car operator (an "Operator") from each person entering into a motor vehicle rental agreement (a "Rental Agreement") covered by or in connection with operations under each Operator's Concession Agreement. The Rental Car CFC Fee to be imposed and collected by the Operators shall be \$5.00 per customer per transaction day for each transaction day of the rental. The Rental Car CFC shall be set forth as a separate line item in each Rental Contract entered into by Operators which are subject to a Concession Agreement. The Rental Car CFC shall be charged and collected by the Operators and transmitted to and deposited with the Board within seven (7) days after the end of each calendar month.

3.4 RENTAL CAR OFFICE/COUNTER RATES

Each on-Airport tenant rental car operator (an "Operator") shall pay for its Terminal office and counter space at the same rates as Air Carriers pay for Counter Area, Office and Cargo space on the main floor of the Terminal Building on a preferential basis, as set forth in Section 2.2.4 above, that being a rental of \$50.41 per square foot per year.

APPENDIX H

SECTION 4: FEES AND CHARGES REGARDING SECURITY
(Rev: 7/1/20)

4.1 FEES, CHARGES, AND REQUIREMENTS FOR USE OF BOARD SUPPLIES AND SERVICES

4.1.1. SIDA/Sterile Area/AOA Badges. The following fees shall be applicable to the issuance of badges to Operators and/or their employees:

Criminal History Records Check/Security Threat Assessment.....	\$30.00
SIDA/Sterile/AOA Badge Fee.....	\$30.00
1 st Replacement.....	\$150.00
2 nd Replacement.....	\$200.00
3 rd Replacement	\$250.00
No card issued after 3 rd replacement	
Charge to Employer for ID Not Returned.....	\$150.00
Renewal Badge	\$60.00
Replacement of Damaged Badge.....	\$25.00

4.1.2. System Wide Replacement. When and if more than 5% of the total number of outstanding badges issued by the Board become lost, then the Board shall replace all badges, and the cost of such replacement shall be shared pro-rata and paid to the Board by all Operators which have been responsible for the lost badges which make up such 5%.

4.2 GATE AND AOA VIOLATIONS

Regardless of how many access gate violations occur, should said violation(s) result in a damage award, citation, or fine against the Board, then the or responsible Operator shall fully reimburse the Board for said damage award, citation, or fine and for all costs and expenses, including reasonable attorney's fees, incurred by the Board in defending against or satisfying the damage award, citation, or fine.

4.3 KEYS

Initial Issue.....	\$10.00
Replacement- If broken.....	\$10.00
Replacement- If lost or stolen \$100.00 plus the actual cost for re-keying the locks and producing additional key(s).	
RFID Key Card (Initial and Replacement).....	\$30.00

APPENDIX H

SECTION 5: MISCELLANEOUS FEES AND CHARGES

(Rev: 7/1/20)

5.1 PUBLIC RECORDS REQUESTS, OTHER PHOTOCOPIES AND MISCELLANEOUS ITEMS

Per page- black and white.....	\$0.25
Per page- color	\$1.00
Miscellaneous Items (e.g. copies of digital recordings).....	At Cost
Hourly personnel rate for assembly of documents.....	\$40.00 per hour

SECTION 6: DEFINITIONS

(Rev: 7/1/20)

As used in this Fees & Charges Resolution the following terms shall have the following meanings unless the context requires a different meaning:

- 6.1** “Aircraft” means a device that is used or intended to be used for flight in the air.
- 6.2** “Air Carrier” means any Operator, whether Signatory or Non-Signatory, which provides service under FAR Part 121 or Part 135 as a commercial air carrier on either a scheduled or charter basis.
- 6.3** “Aircraft Operator” means any Person conducting Aircraft operations at the Airport, whether as flight instructor, pilot-in-command, owner, or lessee of the Aircraft involved.
- 6.4** “Airport” means the Jackson Hole Airport and all property owned by the Board, located in Teton County, Wyoming, including, but not limited to, all runways, taxiways, ramps, and improvements thereon, regardless of whether said facilities and improvements are owned or operated by the Board or a tenant of the Airport.
- 6.5** “Business” means any advertising, offering, production or delivery, in whole or in part, of services or goods to or for another in exchange for direct or indirect payment, or other thing of value. A Business shall be deemed to be conducted at or upon the Airport, if (a) it owns or leases one or more aircraft at the Airport which are used for the provision of commercial activities originating or terminating at the Airport; (b) it maintains a base of operations for any commercial activity at the Airport which offers services to the public, whether operated by itself, its agents or contractors; or (c) it operates on, from or through the Airport, and advertises in any way the availability of services or goods at the Airport.
- 6.6** “Courtesy Vehicles” means automobiles, vans, limousines, and other motor vehicles operated by hotels and motels located in Teton County, Wyoming and used to pick-up and drop-off their patrons at the Airport, without charging their patrons for said courtesy shuttle service.
- 6.7** “Ferry Flights” means landings at the Airport by Aircraft which do not carry passengers.

APPENDIX H

6.8 “Fuel Provider” means any Person who provides fuel to any Aircraft at the Airport, including Fixed Base Operators.

6.9 “General Aviation Aircraft” means all Aircraft, other than Military Aircraft, Air Carrier Aircraft or government-owned aircraft.

6.10 “Ground Transportation Operator” means any Person operating a vehicle to or from the Airport that transports people or items on the public roads for hire, or for commercial purposes as a courtesy, excluding governmental and/or not-for-profit entities.

6.11 “Landing Weight” means the maximum allowable gross landing weight, expressed in pounds, as certified by the FAA for each type of Aircraft. In any case where the FAA does not have a certified maximum allowable gross landing weight for the type of Aircraft involved, “Landing Weight” shall mean the maximum allowable gross landing weight for the Aircraft as specified by the manufacturer.

6.12 “Non-Signatory Airline” means a certificated Air Carrier providing scheduled passenger service at the Airport and utilizing space in the Terminal Building on a shared or exclusive use basis without having entered into a written lease with the Board, or after the termination of any such lease.

6.13 “Military Aircraft” means any Aircraft owned or operated by or on behalf of any military branch of the federal or a state government.

6.14 “Operator” means an Aircraft Operator, Ground Transportation Operator, Airport tenant or any other person conducting activities on or utilizing the Airport.

6.15 “One Day User” is defined as a single ground transportation vehicle making one or more trips to and from the Airport on a single calendar day for payment of a single one-day fee

6.16 “Person” means any individual, firm, partnership, corporation, association, joint venture, governmental entity, or any other entity whatsoever.

6.17 “Signatory Airline” means a certificated Air Carrier providing scheduled passenger service at the Airport and utilizing space in the Terminal Building on a shared or exclusive use basis under a written lease with the Board, or as subtenants thereof.