



HILLSBOROUGH COUNTY
AVIATION AUTHORITY

INVITATION TO QUALIFY AND NEGOTIATE
USE AND PERMIT AGREEMENT FOR
PEER-TO-PEER VEHICLE SHARING CONCESSION
AT
TAMPA INTERNATIONAL AIRPORT

SOLICITATION NUMBER: 18-534-040

ISSUE DATE: June 1, 2018

1.0 Project Background

Hillsborough County Aviation Authority (Authority), a public body corporate, issues this Invitation to Qualify and Negotiate (Solicitation) to solicit interest from individuals and/or firms that qualify to operate a Peer-to-Peer Vehicle Sharing Concession at Tampa International Airport (Airport). All companies who respond to this Solicitation (Respondents) and meet the minimum qualifications listed at Section 3.0 below (Qualified Respondents) will be invited to negotiate an agreement for Peer-to-Peer Vehicle Sharing Concession with the Authority similar to Appendix B, Sample Agreement.

1.01 Solicitation Documents

This Solicitation is comprised of multiple documents each with a specific purpose as detailed below and is posted on the Authority website for download at www.TampaAirport.com/current-solicitation-opportunities. Appendices A and B are attached hereto and made a part hereof.

- A. Invitation to Qualify and Negotiate – provides details of this Solicitation and the terms and conditions for submitting a response to this Solicitation (Response).
- B. Appendix A, Response Instructions and Response Form – is a fillable form that must be completed as requested in the Response Form. Instructions for completing and submitting the Response Form are provided and must be followed in order for the Response to be considered fully responsive to this Solicitation.
- C. Appendix B, Sample Agreement – is a sample of the Use and Permit Agreement for Peer-to-Peer Vehicle Sharing Concession (Agreement) that will be executed by and between the Authority and each Qualified Respondent.

1.02 Definitions

- A. Airport Customer
Any person who arrives at the Airport and who has a Reservation through the Awarded Respondent's application platform.
- B. Awarded Respondent
A Respondent that is awarded an Agreement.
- C. Owner
An individual that owns a Vehicle and uses Respondent's application platform to connect with Airport Customers to share the Owner's Vehicle.
- D. Peer-to-Peer Vehicle Sharing
Owner's Vehicle(s) made available on Respondent's application platform accessed by mobile app and/or web browser for customers to reserve and use for an agreed

upon period of time, with the Owner either dropping-off the Vehicle to the customer or picking up the customer.

E. Peer-to-Peer Vehicle Sharing Concession

Providing Peer-to-Peer Vehicle Sharing to Airport Customers via a Reservation.

F. Reservation

An online electronic document completed by an Airport Customer in Respondent's Peer-to-Peer Vehicle Sharing application platform that initiates a reservation for a Vehicle between an Owner and an Airport Customer in advance of the Airport Customer arriving at the Airport where the Owner either drops off the Vehicle to the Airport Customer or picks up the Airport Customer on Airport property. The online electronic document may include, but is not limited to, information such as dates, times, fees, charges, the total amount actually charged as noted in each Reservation and final receipt when the Vehicle is returned to the Owner by the Airport Customer.

G. Vehicle

A passenger motor vehicle including, but not limited to, passenger cars, vans, minivans and trucks, owned by an Owner and shared with Airport Customers through a Reservation.

1.03 Background

The Authority owns and operates the Airport and regulates ground transportation services at the Airport through the imposition of fees and charges for the privilege of doing business with individuals and/or entities that use Airport facilities.

1.04 Procurement Agent Contact Information

All inquiries regarding this Solicitation should be submitted in writing to the Procurement Agent:

- Tara Bohnsack
- TBohnsack@TampaAirport.com
- 813.870.8736

2.0 Solicitation Schedule

The following schedule has been established for this Solicitation. Refer to the Authority website at www.TampaAirport.com/current-solicitation-opportunities for updated information pertaining to any revisions to this schedule.

2.01 Mandatory Peer-to-Peer Vehicle Sharing Concession Overview Meeting

Qualified Respondents are required to attend a Mandatory Peer-to-Peer Vehicle Sharing Concession Overview Meeting at the date, time and location listed in Section 2.03, Schedule, below. This meeting will be held at the Airport and may be attended in person or online by utilizing Cisco WebEx®.

To receive online attendance registration instructions, contact the Procurement Agent via email at TBohnsack@TampaAirport.com prior to the Online Attendance Registration Deadline set out below in Section 2.03, Schedule.

Note: If connection is lost during the Peer-to-Peer Vehicle Sharing Concession Overview Meeting, Qualified Respondent should immediately log back in to the online meeting site. If unable to log back in, Qualified Respondent should contact the Procurement Agent using the phone number listed in the Cisco WebEx® instructions provided by the Procurement Agent.

2.02 Directions to Meeting Rooms

A. Authority Boardroom

The Authority Boardroom is located on the 3rd floor of the Airport Main Terminal. Go down the hallway to the left of the blue Earhart elevators. The Boardroom is on the left.

B. Lobby A and B Conference Rooms

The Lobby A and Lobby B Conference Rooms are in the Administrative Offices Building, adjacent to the Airport Main Terminal. Take the red Yeager elevators to the 2nd floor of the Airport Main Terminal. Exit through the sliding glass doors to the right of the Yeager elevators. Take the crosswalk that leads to the Administrative Offices Building. Enter the lobby. The conference rooms are down the hallway on the right.

C. Parking Information

For parking information, visit the Authority website at:
www.TampaAirport.com/parking/index.asp.

D. Special Accommodation

Any person requiring a special accommodation to attend a public meeting because of a disability or physical impairment should contact the Procurement Agent at least 48 hours prior to the scheduled public meeting.

2.03 Schedule

Scheduled Item	Scheduled Date
Solicitation advertised and posted on Authority website at www.TampaAirport.com/current-solicitation-opportunities	May 30, 2018
Notice of Minimum Qualifications Meeting posted on the Authority website and bulletin board at the Authority	June 1, 2018
Question and Clarification Deadline	June 12, 2018
Final Solicitation Addendum posted on the Authority website with the Solicitation documents	June 13, 2018
Response Deadline	June 19, 2018, no later than 2:00 p.m. Eastern Time (ET)

Minimum Qualifications Meeting	June 22, 2018, Lobby B Conference Room at 11:00 a.m. ET
Online Attendance Registration Deadline	June 25, 2018
Mandatory Peer-to-Peer Vehicle Sharing Concession Overview Meeting <i>Note: Qualified Respondents may be attended in person or via WebEx</i>	June 27, 2018, Lobby A Conference Room at 1:30 p.m. ET
Negotiation Process (Refer to Section 4.0, Negotiation Process, below)	July 3 through July 27, 2018
Final Negotiated Agreement issued to Qualified Respondents for signature	July 31, 2018
Final Negotiated Agreement(s) award by Authority Board	September 6, 2018 at 9:00 a.m. ET, Authority Boardroom

3.0 Minimum Qualifications

Minimum qualifications have been established as a basis for determining the eligibility of each Response. A Response will be considered non-responsive and will not be evaluated unless sufficient documentation is provided to determine whether the Respondent meets the minimum qualifications listed below:

- A. Is registered with the Authority as a Supplier. (www.TampaAirport.com/procurement-department > Register as a Supplier)
- B. Is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Section 287.133(3)(d), Florida Statutes. (www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)
- C. Has the ability to obtain the insurance coverage and limits as required in Appendix B, Sample Contract, Article 9, Insurance.
- D. Has a Peer-to-Peer Vehicle Sharing application platform that is accessed either by mobile app or web browser to manage Reservations.

4.0 Negotiation Process

The Authority intends to negotiate an Agreement, similar to Appendix B, Sample Agreement, with Qualified Respondents. Each Qualified Respondent will execute the final Agreement. All communications during the Solicitation process will only be conducted between the Procurement Agent and Respondents.

If a Qualified Respondent intends to be accompanied at any of the meetings listed below by legal counsel, the Qualified Respondent shall give the Procurement Agent at least three (3) business days' notice of such.

The Negotiation Process is provided in the table below; however, the Authority reserves the right to revise the Negotiation Process steps and/or scheduled dates with notification to the Qualified Respondents.

Negotiation Process	
Process Steps	Scheduled Dates
1. Qualified Respondents submit requested changes to Sample Agreement to the Procurement Agent	July 3, 2018 by 2:00 p.m. ET
2. Individual negotiation meetings held with Qualified Respondents to review requested changes to Sample Agreement and operational issues <i>Note: May be attended in person, via teleconference or WebEx</i>	July 9, 2018, time TBD
3. Revisions to Sample Agreement, if any, posted on the Authority website	July 12, 2018
4. Qualified Respondents submit additional requested changes, if any, to revised Sample Agreement to the Procurement Agent	July 17, 2018 by 2:00 p.m. ET
5. Individual negotiation meetings held with Qualified Respondents, if needed, to review requested changes to revised Sample Agreement and operational issues <i>Note: May be attended in person, via teleconference or WebEx</i>	July 23, 2018, time TBD
6. Negotiated final Agreement posted on Authority website	July 27, 2018

5.0 Agreement

5.01 Award of Agreement

Prior to Board award, each Qualified Respondent will be required to execute the final Agreement. The Authority will transmit the final Agreement to each Qualified Respondent for execution at least fourteen (14) calendar days prior to the scheduled Board meeting for award. Each Qualified Respondent agrees to deliver two duly executed original copies of the final Agreement to the Authority no later than seven (7) calendar days prior to the scheduled Board meeting for award. Executed Agreements will be presented to the Authority Board for approval in accordance with the Solicitation Schedule above.

Failure on the part of a Qualified Respondent to execute and return the final Agreement to the Authority by the required date may result in withdrawal of the Qualified Respondent being recommended for award of Agreement.

5.02 Term of Agreement

The term of the Agreement is September 6, 2018 through September 30, 2020. The Authority will have the right to terminate the Agreement by giving thirty (30) days written notice to the awarded Respondent.

5.03 Non-Exclusivity of Agreement

Each Qualified Respondent understands and agrees that any resulting contractual relationship is non-exclusive and the Authority reserves the right to contract with more

than one Qualified Respondent or seek similar or identical services elsewhere if deemed in the best interest of the Authority.

5.04 Public Disclosure

All Responses and other materials or documents submitted by a Respondent to this Solicitation will become the property of the Authority. The Authority is subject to the open records requirements of Florida Statute Chapter 119, and as such, all materials submitted by the Respondent to the Authority are subject to public disclosure. The Respondent specifically waives any claims against the Authority related to the disclosure of any materials if made under a public records request.

5.05 Procurement Protests Policy

Failure to follow Authority Policy P512, Procurement Protests, as set out in the Authority policies, constitutes a waiver of the Respondent's protest and resulting claims. A copy of Policy P512, Procurement Protests, may be obtained by contacting the Authority via telephone at 813-870-8700 or via mail to Hillsborough County Aviation Authority, Post Office Box 22287, Tampa, Florida 33622. A copy is also available online at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources - Procurement Protests Policy. The Authority will post on its website, and make available for public access, any and all formal protest documents received on this Solicitation.

6.0 Response Requirements

6.01 Solicitation Process

This Solicitation will in no manner be construed as a commitment on the part of the Authority to award an Agreement. The Authority reserves the right to reject any or all Responses; to waive minor irregularities in this Solicitation process or in the Responses thereto; to re-advertise this Solicitation; to postpone or cancel this Solicitation process; to negotiate, select or procure parts of services; to change or modify the Solicitation schedule at any time; and to negotiate an Agreement with multiple Qualified Respondents.

6.02 Cost of Preparation

All costs associated with preparing and delivering a Response to this Solicitation and costs associated with the Negotiation and Interview Process that is part of this Solicitation will be borne entirely by the Respondent. The Authority will not compensate the Respondent for any expenses incurred by the Respondent as a result of this Solicitation.

6.03 Solicitation Compliance

It is the responsibility of each Respondent to examine carefully this Solicitation and to judge for itself all of the circumstances and conditions which may affect its Response. Any data furnished by the Authority is for informational purposes only. The Respondent's use of any such information will be at the Respondent's own risk. Failure

on the part of any Respondent to examine, inspect, and be completely knowledgeable of the terms and conditions of this Solicitation, and all its attachments, appendices, exhibits and addenda, the operational conditions, or any other relevant documents or information, will not relieve the Respondent from fully complying with this Solicitation.

6.04 Questions, Clarifications and Addenda

A. Each Respondent must examine the Solicitation documents, which incorporate all addenda, appendices and attachments, including the Sample Agreement, to determine if the requirements are clearly stated. All questions and clarification requests concerning the Solicitation documents, such as discrepancies, omissions and exceptions to any term or condition of the Solicitation documents, which incorporate all its addenda, appendices and attachments, including the Sample Agreement, must be submitted in writing to the Procurement Agent prior to the Question and Clarification Deadline as stated in Section 2.03, above. If the Respondent requests modifications to the Solicitation documents, the Respondent must provide detailed justification for each modification requested. The Authority will determine what changes will be acceptable to the Authority and changes approved by the Authority will be issued in a written addendum as outlined below. No oral interpretation or clarification of the Solicitation documents will be made to any Respondent. It is the responsibility of the Respondent to verify the Authority received its question, clarification or modification request concerning this Solicitation.

Any issue that may affect the Respondent's ability to submit a Response or to provide the requested services may be submitted to the Procurement Agent after the Question and Clarification Deadline. The Authority will determine if the issue affects the Respondent's ability to submit a Response or provide the requested services and, if it substantially does so, the Authority will issue an addendum addressing the issue.

B. All interpretations, clarifications and/or modifications to this Solicitation, including all its addenda, appendices, exhibits and attachments, including the Sample Agreement, and any supplemental instructions, will be in the form of written addenda. Any issued addenda will be posted on the Authority website with this Solicitation by the date stated in Section 2.03, Schedule. Each Respondent will be responsible for monitoring the Authority website at www.TampaAirport.com/current-solicitation-opportunities for new or changing information relative to this Solicitation. Failure of any Respondent to acknowledge an issued addendum in its Response will not relieve the Respondent from any obligation contained therein.

6.05 Opening

There will be no formal Response opening for this Solicitation. Responses will be opened and reviewed after the Response Deadline stated in Section 2.03, Schedule.

6.06 Supplemental Information

The Authority reserves the right to request any supplementary information from Respondent it deems necessary to evaluate the Respondent's Response and clarify or substantiate any information contained in the Respondent's Response or supplemental information provided by the Respondent as part of the evaluation process.

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Appendix A

Response Instructions and Response Form

This document is posted separately with this Solicitation on the Authority website and is titled Response Form. Refer to the Response Form Instructions section to complete the Response Form. The Response Form section is a locked fillable form and should be completed without modification to the Response Form.

www.TampaAirport.com/procurement-department > Current Solicitation Opportunities

ITQN No. 18-534-040

Response Form

APPENDIX B
SAMPLE AGREEMENT

HILLSBOROUGH COUNTY
AVIATION AUTHORITY

USE AND PERMIT AGREEMENT FOR
PEER-TO-PEER VEHICLE SHARING CONCESSION

AT

TAMPA INTERNATIONAL AIRPORT

COMPANY: <insert>

Term Date: September 6, 2018 through September 30, 2020

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**HILLSBOROUGH COUNTY AVIATION AUTHORITY
USE AND PERMIT AGREEMENT FOR
PEER-TO-PEER VEHICLE SHARING CONCESSION**

This Use and Permit Agreement for Peer-to-Peer Vehicle Sharing Concession ("Agreement") is made and entered into this <insert> day of <month>, 2018 by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida ("Authority"), and <insert>, a corporation organized and existing under the laws of the State of <insert> and authorized to conduct business in the State of Florida ("Company") (individually and collectively "Party or "Parties").

WITNESSETH:

WHEREAS, Authority controls, operates, and maintains an airport in the County of Hillsborough, State of Florida, known as Tampa International Airport ("Airport"); and

WHEREAS, the Legislature of the State of Florida has granted to Authority broad power to adopt regulations; enter into contracts including limited and exclusive agreements; lease property; fix and collect rates, fees, and other charges for the use of services or facilities furnished by the Airport or for the privilege of providing services to the Airport passengers; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2012-234, Laws of Florida, as amended; and

WHEREAS, Authority finds the provision and regulation of ground transportation services to Airport passengers to be in the public interest and to be a part of, as well as essential to, operation of the Airport and aviation facilities owned by and under the jurisdiction of Authority; and

WHEREAS, Authority finds that businesses providing ground transportation services to Airport passengers derive a special economic benefit from Authority's ongoing Airport operation, such that it is reasonable to raise funds to support the continued and ongoing operations of Authority through fees and charges, or a combination thereof, imposed for the privilege of doing business with customers who use Airport or aviation facilities under Authority jurisdiction; and

WHEREAS, Company owns and operates a Peer-to-Peer Vehicle Sharing business that uses its application platform to connect Owners with Airport Customers via a Reservation in advance of arriving at the Airport; and

WHEREAS, Company has filed with Authority a completed application requesting authorization for a permit to do business at the Airport.

NOW, THEREFORE, for and in consideration of the use of the Airport in accordance with Authority Rules and Regulations, Policies, Standard Procedures and Operating Directives and

the terms and conditions stated herein, and in further consideration of the business benefits received by Company, and other good and valuable considerations, Authority agrees to allow Company to conduct a Peer-to-Peer Vehicle Sharing Concession at the Airport and to issue a permit to Company, and Company agrees to abide by all of the following terms and conditions.

ARTICLE 1: RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2: DEFINITIONS

Unless otherwise defined herein, all definitions set out in Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives shall be applicable to this Agreement. For the purpose of this Agreement, the following words and terms used herein are defined as follows:

- 2.01 Airport Customer
Any person who arrives at the Airport and who has a Reservation for Peer-to-Peer Vehicle Sharing through Company's application platform.
- 2.02 Agreement Year
The period beginning on the Effective Date and continuing through September 30, and each subsequent annual period of October 1 through September 30.
- 2.03 Designated Areas
The areas where an Owner may pick up and/or drop off its Vehicle(s) and/or Airport Customers as further described in Article 4.13 below.
- 2.04 Owner
An individual or company that owns a Vehicle and uses Company's application platform to share the Owner's Vehicle with Airport Customers.
- 2.05 Peer-to-Peer Vehicle Sharing
Owner's Vehicle(s) made available on Company's application platform accessed by mobile app and/or web browser for customers to reserve and use for an agreed upon period of time, with the Owner either dropping-off the Vehicle to the customer or picking up the customer.
- 2.06 Peer-to-Peer Vehicle Sharing Concession
Providing Peer-to-Peer Vehicle Sharing to Airport Customers via a Reservation.
- 2.07 Per-Trip Fee
The fee established by Authority Board of Directors (Board) for each Trip by an Owner delivering their Vehicle to an Airport Customer which may be adjusted from time to time

by Authority. The Per-Trip Fee will apply once each time an Owner enters Airport property and drops off its Vehicle or picks up an Airport Customer.

2.08 Remote Curb

The area in front of the Rental Car Center designated by Authority for use by ground transportation operators to pick up or drop off Airport Customers.

2.09 Rental Car Center

The facility located at the South Terminal Support Area at the Airport that houses on-Airport rental car companies as depicted on Exhibit C, Designated Areas.

2.10 Reservation

An online electronic document completed by an Airport Customer in Company's Peer-to-Peer Vehicle Sharing application platform that initiates a reservation for a Vehicle between an Owner and an Airport Customer in advance of the Airport Customer arriving at the Airport where the Owner either drops off the Vehicle to the Airport Customer or picks up the Airport Customer on Airport property. The online electronic document may include, but is not limited to, information such as dates, times, fees, charges, the total amount actually charged as noted in each Reservation and final receipt when the Vehicle is returned to the Owner by the Airport Customer.

2.11 Transportation Facility Charge (TFC)

An Authority daily Peer-to-Peer Vehicle Sharing Concession use (i.e. each 24 hour period) fee, which may be amended from time to time by the Board, accounted for and remitted by Company to Authority. Company will be required to pay TFCs to Authority regardless of whether such amounts are charged to or collected from Airport Customers. Company's election to not charge or collect TFCs will not relieve Company of its responsibility to pay the full amount of such TFCs due and payable to Authority. If Company elects to charge its Airport Customers the TFC, Authority is authorized to mandate the manner in which Company identifies the TFC in reservations. Actual TFC revenues received by Authority will be used by Authority each Agreement Year to pay for items including but not limited to, Automated People Mover (APM) expenses, operating and maintenance costs, debt service, and operating and maintenance expense reserve.

2.12 Trip

Each time Peer-to-Peer Vehicle Sharing occurs between an Owner and an Airport Customer on Airport property.

2.13 Vehicle

A passenger motor vehicle including, but not limited to, passenger cars, vans, minivans and pickup trucks, owned by an Owner and shared with Airport Customers through a Reservation.

ARTICLE 3: TERM

3.01 Effective Date

This Agreement will become binding and effective upon execution by Company and approval and execution by Authority.

3.02 Term

The term of this Agreement will commence on September 6, 2018 and will continue through September 30, 2020, unless terminated earlier as provided herein.

3.03 Commencement of Rents, Fees and Other Charges

The rents, fees and other charges due hereunder will commence on the Effective Date and will continue throughout the term of this Agreement unless this Agreement is terminated as provided in herein.

3.04 Termination

This Agreement may be terminated by Authority, with or without cause, upon thirty (30) days' written notice to Company. This Agreement may be terminated by Company, with or without cause, if Company is not in default of any terms of this Agreement or in the payment of any rents, fees or other charges to Authority, upon thirty (30) days' written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) calendar days from the date of the notice or such date set forth in the notice of termination if greater than thirty (30) days.

ARTICLE 4: USES, PRIVILEGES, AND RESTRICTIONS

4.01 Authorization

Company is authorized to do business at the Airport and operate a Peer-to-Peer Vehicle Sharing Concession under the trade name <insert>. Company will inform Owners of the terms and conditions of this Agreement and ensure Owners operate on public roadways and in Authority Designated Areas on Airport property to pick up and/or drop off Owner's Vehicle(s) and/or Airport Customers all in accordance with Authority Rules and Regulations, Policies, Standard Procedures and Operating Directives. Nothing in this Agreement shall be construed as granting or creating any license or franchise rights pursuant to any federal, State or local laws, rules or regulations.

4.02 Permitted Uses

Company and Owners may use the Designated Areas only for the uses specified in this Agreement (collectively, "Permitted Uses") and for no other purpose, and Company will not conduct any activity or operations at the Airport not expressly authorized by this Agreement unless otherwise approved in writing by Authority.

4.03 Owner Requirements

- A. Company will conduct, or have a third party conduct, a local and national criminal background check on each Owner. Such background check must include:
 - 1. A search of the Multi-State/Multi-Jurisdiction Criminal Records Locator or other similar commercial nationwide database with validation of any records through primary source search; and
 - 2. A search of the National Sex Offender Public Website maintained by the United States Department of Justice.
- B. Company must obtain and review, or have a third party obtain and review, a safety and maintenance history of Owner's Vehicle(s).
- C. Company will conduct the required background check mentioned above for each Owner every three (3) years.
- D. Company may not authorize an Owner to share its Vehicle(s) with Airport Customers if the Vehicle safety and maintenance reveals that the Owner's Vehicle has had more than three (3) safety or maintenance discrepancies in the prior three (3) year period.
- E. Company may not authorize an Owner to share its Vehicle(s) with Airport Customers through Company's application platform if the background check required under (C) above reveals:

Owner:

- 1. Has been convicted, within the past five (5) years of:
 - a) A felony;
 - b) A misdemeanor for driving under the influence of drugs or alcohol, for reckless driving, for hit and run, or for fleeing or attempting to elude a law enforcement officer; or
 - c) A misdemeanor for a violent offense or sexual battery, or a crime of lewdness or indecent exposure under Chapter 800, Florida Statutes;
- 2. Is a match in the National Sex Offender Public Website maintained by the United States Department of Justice.
- 3. Does not possess proof of registration for the subject Vehicle used through Company's application platform.

Vehicle:

- 1. Is not lawfully permitted to be used for Peer-to-Peer Vehicle Sharing.

- 4.04 Representative of Company
Company will provide Authority with the name, address, telephone number(s), and email address for at least one (1) qualified representative authorized to represent and act for Company in matters pertaining to its business and operation under this Agreement, and will notify Authority, in writing, if such person changes or if such person's required the information changes. If the qualified representative changes, Company will provide Authority with the required information for the new qualified representative.
- 4.05 Company's Agent for Service of Process
Company will provide Authority with the name and address of Company's Agent for Service of Process, and will notify Authority, in writing, if such Agent for Service of Process changes or if their information changes.
- 4.06 Owner Vehicle Use
Company agrees that it will at all times require that Owners comply with Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives. Authority, in its sole discretion, may temporarily or permanently suspend an Owner from Airport property for violations of Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives, provided Company is afforded ten (10) calendar days to cure any such violation(s). Owners may only offer for use the vehicle types listed in Section 2.13 above, unless approved in writing by the Authority prior to a Reservation.
- 4.07 Vehicle Condition
Vehicles will be clean and neat in appearance, safe for operation, and will comply with all applicable laws.
- 4.08 Vehicle Inspection
Vehicles operating under this Agreement may be subject at any time to inspection by Authority staff and/or law enforcement officers as to passenger access, registration, Owner's license, license tag, insurance, and other matters pertaining to the efficient and safe operation of the Owner and Vehicle at the Airport.
- 4.09 Identification of Vehicle
Authority reserves the right to require Company to provide Authority with advanced notice of an Owner picking up or dropping off its Vehicle(s) for an Airport Customer(s) on Airport property. Vehicles will be identified with the trade dress (name and logo) of Company. Other than trade dress, Vehicles will not be painted or display signage that is meant to advertise or solicit business on the Airport.
- 4.10 Disputes and Solicitation
Company and Owners will operate on the Airport in a safe and orderly fashion. Other than picking up or dropping-off Vehicles, Owners shall not solicit business while on Airport property in any way or fashion whatsoever. Owners also shall not engage in open or public disputes or conflicts which are incompatible with the best interests of the public at the

Airport. Should Authority be made aware of Owners violating either of these prohibitions, or any other prohibition set forth in this Agreement, Authority will notify Company of the same and will expect Company to take any and all appropriate actions against the subject Owner(s). Company shall at all times be responsible for the actions and omissions of Owners irrespective of whether the Owner is an employee, independent contractor, licensee, subcontractor, or sublessee, or has any arrangement whereby the Owner is authorized by Company to share its Vehicle(s) via Company's application platform on Airport property. Authority will have the absolute right to resolve all such disputes or conflicts, and its determination concerning the manner in which Company will operate at the Airport will be binding upon Company.

4.11 Non-Exclusive Agreement

It is understood that this Agreement, and any right or privilege granted herein, is non-exclusive and in no way establishes or vests in Company any priority use of the Airport relative to other commercial ground transportation users of the Airport.

4.12 Agreement Limitations

This Agreement authorizes Company to operate a Peer-to-Peer Vehicle Sharing Concession on Airport property. Company will not operate an office or conduct any other kind of business on the Airport without written approval of Authority.

4.13 Designated Areas

Authority grants to Company the right to allow Owners to use, in common with others so authorized, the Designated Areas as shown on Exhibit C, which is attached hereto and incorporated herein, to pick up or drop off its Vehicles and/or Airport Customers. Any revisions to Exhibit C will be made by letter from Authority Vice President of Concessions, or designee, to Company without the need for formal amendment to this Agreement. Company's rights to use the Designated Areas will be on a non-exclusive basis at all times. Authority, in its sole discretion, may change the location, size, or configuration of Designated Areas at any time.

4.14 Rights of Ingress and Egress

Owners will have the non-exclusive rights of ingress and egress across Airport property to conduct their permitted operations hereunder, provided that such ingress and egress activity: (a) shall not impede or interfere, in any way, with the operation of the Airport by Authority or the use of the Airport by its tenants, passengers or employees; (b) shall use Designated Areas to pickup and drop-off Owner's Vehicle and/or Airport Customer, and other areas designated by Authority from time to time; and (c) may be temporarily suspended by Authority in the event of an emergency or a threat to the Airport during the time period of such emergency or threat.

4.15 Changes to Airport

Company acknowledges and agrees that: (a) Authority will have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and Designated

Areas; and (b) Authority has made no representations, warranties and/or covenants to Company regarding the design, construction, passenger or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, Company acknowledges and agrees that: (a) the Airport may from time to time undergo renovation, construction and other Airport modifications; and (b) Authority may from time to time adopt Rules and Regulations, Policies, Standard Procedures, and Operating Directives relating to security or other operational matters that may affect Company's business.

4.16 As-Is Condition

Company accepts the Designated Areas and the Airport in their present condition and "as is", without representation or warranty of any kind, and subject to all applicable laws, ordinances, and Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives.

4.17 Alternative Technology Solution

If Authority acquires or develops an alternative technology solution to enable Authority to monitor and audit compliance of Company's operations, Company shall work with Authority in good faith to develop such vehicle tracking mechanism or other similar protocol for use on Airport property.

4.18 Prohibited Activities

Without limiting the generality of other provisions of this Agreement, the following activities are prohibited by Owners:

- A. Any method used to circumvent Company's application platform;
- B. Allowing operation of an Owner's Vehicle on Airport roadways by an unauthorized person;
- C. Transporting an Airport Customer(s) in an unauthorized Vehicle;
- D. Picking up or dropping-off its Vehicles and/or Airport Customer(s), or their baggage, at any location other than the Designated Areas;
- E. Failing to provide information, or providing false information, to police officers or Authority officials;
- F. Displaying to a police officer or Authority official a Reservation in an altered or fictitious form;
- G. Soliciting Airport Customer(s) on Airport property;
- H. Recirculating on the road in front of the Main Terminal;

- I. Failing to operate a Vehicle in a safe manner;
- J. Failing to comply with posted speed limits and traffic control signs;
- K. Using profane or vulgar language;
- L. Attempting to solicit payment in excess of that authorized by law;
- M. Soliciting for or on behalf of any hotel, club, nightclub, or other business;
- N. Soliciting any activity prohibited by applicable laws, rules or regulations;
- O. Operating a Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- P. Disconnecting any pollution control equipment;
- Q. Using or possessing any alcoholic beverage, illegal drug, or narcotic while on Airport property;
- R. Operating a Vehicle without proper registration or at any time during which Company's authority to operate on the Airport is suspended or revoked; and
- S. Engaging in any criminal activity.

ARTICLE 5: FEES AND PAYMENTS

5.01 In consideration of the rights granted herein to operate a Peer-to-Peer Vehicle Sharing Concession at the Airport, beginning on the Effective Date and continuing through the end of the term of this Agreement, Company will pay to Authority a Privilege Fee and a Per-Trip Fee.

A. Privilege Fee

During the term of this Agreement, Company will pay to Authority a privilege fee for the privilege of using the Airport and the business Company derives therefrom. The privilege fee will be in the amount of nine percent (9%) of Company's Gross Receipts, as that term is defined in this Article, payable monthly within ten (10) calendar days after the close of each calendar month, without offset or demand ("Privilege Fee").

B. Per-Trip Fee

Company acknowledges Authority has installed a new Automatic Vehicle Identification (AVI) system which will provide Authority the ability to charge Vehicle Per-Trip Fees. Company agrees that in addition to the Privilege Fee, Company will pay to Authority the Per-Trip Fee as listed in the table below each time an Owner picks-up an Airport

Customer(s) or delivers a Vehicle to an Airport Customer at the Remote Curb at the Rental Car Center, without set-off or demand. Per-Trip Fees may be adjusted from time to time by Authority Board. By the fifth (5th) day of each calendar month, Authority will invoice Company its Per-Trip Fees due for the previous month. Payment of Per-Trip Fees will be due at the same time as payment of the Privilege Fee.

Agreement Years	Per-Trip Fee Amount
September 6, 2018 through September 30, 2019	\$2.50
October 1, 2019 through September 30, 2020	\$3.50

Company acknowledges that the Per-Trip Fee is a fee payable by Company to Authority under this Agreement and is not a fee imposed by Authority upon Airport Customers. Authority does not require, but will not prohibit, a separate statement of and charge for the Per-Trip Fee provided that such Per-Trip Fee meets all of the following conditions: (a) it is permitted by the laws of the State of Florida and all other applicable laws, including, without limitation, Federal Trade Commission requirements, as such laws exist as of the Effective Date of this Agreement, or as such laws may hereafter be amended; (b) it is titled "TPA Per-Trip Fee, Tampa International Airport Per-Trip Fee or Airport Per-Trip Fee", or such other name as is first approved by Authority in writing; (c) it will not be higher than the Per-Trip Fee established in this Agreement; and (d) Company will neither identify, treat, or refer to it as a tax or levy, nor state or imply that Authority is requiring the pass-through or collection thereof.

5.03 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Agreement for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

- A. All work performed prior to the effective date of termination; and
- B. Expenses incurred by Company in effecting the termination of this Agreement as approved in advance by Authority.

5.04 Fees and Other Payments a Separate Covenant

Company will not for any reason withhold or reduce its required payments of fees and other charges provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of fees and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder.

5.05 Delinquent Charges or Fees

Without waiving any other right or action available to Authority, in the event of default of Company's payment of charges or fees hereunder, and in the event Company is

delinquent in paying to Authority any such charges or fees for a period of seven (7) calendar days after Authority's after the Monthly Gross Receipts Statement is due, which is attached hereto as Exhibit A and by this reference made a part hereof, Authority reserves the right to charge Company a late fee of \$250 per day until such payments are received. Any revisions to Exhibit A will be made by letter from Authority Vice President of Concessions, or designee, to Company without the need for a formal amendment to this Agreement.

5.06 Place of Payments

Company will submit all fees, charges and billings required by this Agreement as designated in the Notices and Communications Article.

5.07 Definition of Company's Gross Receipts

A. Amounts to be Included

As used herein, the term "Gross Receipts" will mean the total amount actually charged by Company to its Airport Customers in connection with its Peer-to-Peer Vehicle Sharing Concession, and any additional services or accessories contracted, delivered, or rented, as shown in the Reservation, regardless of where, how (cash, credit, or barter) or by whom the payment is made or where the Vehicle is returned. Such revenues shall be included in Gross Receipts. Revenues derived from sources similar but not identical to those described herein will also be included in Gross Receipts unless expressly excluded by this Agreement.

1. Gross Receipts will include, but are not limited to, Peer-to-Peer Vehicle Sharing Concession charge, insurance (protection), mileage overage, additional bookings (hours or days), late return, cancellation, cleaning, fuel (EV fees, pre-paid fueling), delivery, young driver, administrative, commercial hosting, extras (examples: camping tent, child car safety seat, global positioning system navigation devices, guaranteed reservations, toll transponder fees, any amounts billed and paid for fueling and refueling services by the Airport Customer named in the Reservation as the driver of the Vehicle), and all other transactions and charges of any nature, including fees, surcharges, and all other charges arising from Company's Peer-to-Peer Vehicle Sharing Concession under this Agreement unless expressly excluded by this Agreement.

B. Amounts to be Excluded and Restrictions on Exclusion

The term "Gross Receipts" will not include:

1. The amounts of any federal, state, or municipal sales taxes separately stated in the Reservation, collected from Airport Customers of Company, and that are payable directly to the taxing authority by Company. *No exclusion will be allowed for taxes levied on Company's activities, facilities, equipment, or real or personal*

property, payroll taxes, income taxes, taxes on frequent flyer miles paid directly to an airline, license or tag fees, or other charges that recoup operating costs.

2. Any sums received by Company from Airport Customers or insurance carriers for damage to Vehicles or to Company property, or for loss, conversion, or abandonment of such Vehicles. This exclusion does not include any payments by Airport Customers or insurance companies (actual payment amount(s)-not claim amount(s)) received by Company In lieu of rent for those Vehicles.
3. Any sums received by reason of Company's disposal of capital assets or trade fixtures.
4. Any discounts separately stated in the Reservation that are granted at the time the Peer-to-Peer Vehicle Sharing transaction commences with an Airport Customer and are recorded and reported in separately documented accounts from non-excludable discounts. Company forfeits exclusion of all discounts in the event otherwise allowable discounts are commingled with any non-excludable amounts. No exclusion will be allowed for any amount retained by a third party as a financing discount which may apply by reason of Company's acceptance of credit cards or other credit arrangements. *No exclusion will be allowed for the portion of retroactive rebates, dividends or refunds to any Airport Customer upon attainment of a specified volume of rentals attributable to revenue or as part of any other marketing plan that does not list the discount in the Reservation at the commencement of the Peer-to-Peer Vehicle Sharing transaction with an Airport Customer.*
5. Airport Customer satisfaction program adjustments applicable to revenues included in Gross Receipts that are subsequently refunded by Company and recorded and reported in a separately documented account from non-excludable adjustments. Company forfeits exclusion of all Airport Customer satisfaction program adjustments in the event otherwise allowable adjustments are commingled with any non-excludable amounts. Non-excludable adjustments are those that affect amounts already excludable from Gross Receipts since this would result in a duplicate deduction from Gross Receipts.

C. Losses

It is understood and agreed that all losses or charge-backs (including bad debt expenses) are to be borne solely by Company, and Authority is to be paid on Gross Receipts without charge or reduction for costs of losses. Loss of Use payments, as provided above in Article 5.07, by Airport Customers or insurance companies (actual payment amount(s)) received by Company in lieu of Peer-to-Peer Vehicle Sharing is considered to be included as Gross Receipts.

D. Presentation of Fees and Charges

Except as provided in the definition of Gross Receipts, all other fees or charges collected from the Airport Customer will be considered Gross Receipts and shall not be withheld from the percentage calculation. Company understands Authority does not support the practice of transferring Company's obligation for payment of the Privilege Fee due herein to its Airport Customers. Except as already referenced herein, Company agrees that if such additional charges or fees are collected from the Airport Customer for the purpose of collecting the Privilege Fee due herein, such fees will be disclosed to the Airport Customer at the time the Reservation is made, and will be included in the calculation of Gross Receipts.

E. Rates and Fees Transparency

As part of an Airport Customer's Reservation, Company must disclose to Airport Customer(s) the total rates and fees or rates and fees calculation method on its website or within the online-enabled technology application platform before the Airport Customer accepts the Reservation.

5.08 Diversion of Gross Receipts

Company will not intentionally divert, through direct or indirect means, any of Company's Peer-to-Peer Vehicle Sharing business with Airport Customers to locations of Company or affiliates of Company without including the Gross Receipts of such transactions, as described in the definition of Gross Receipts, in Company's reported Gross Receipts. Any such intentional diversion of Gross Receipts will constitute a breach of this Agreement and Authority will have the right to immediately terminate this Agreement upon determination by Authority or its auditors that an intentional diversion exists or has occurred.

5.09 Misrepresentation

Company will not modify its accounting treatment or rename or redefine services or products that, under the terms of this Agreement, would be subject to the Privilege Fee.

5.10 Monthly Reports

Within ten (10) calendar days after the close of each calendar month of the term of this Agreement, Company will submit to Authority, in a form with detail satisfactory to Authority, as shown on attached Exhibit A, a statement of its Gross Receipts that shows the following:

- A. Details of Gross Receipts for the prior calendar month;
- B. Separately identifies any exclusions from Gross Receipts as provided herein to calculate Gross Receipts upon which the Privilege Fee payments to Authority are computed;

- C. Lists the number of Peer-to-Peer Vehicle Sharing transactions with Airport Customers, number of Vehicle use days and average Peer-to-Peer Vehicle Sharing price occurring during the calendar month;
- D. Lists the number of Peer-to-Peer Vehicle Sharing transaction days and calculation of the TFC occurring during the calendar month with Airport Customers; and
- E. Is signed by an authorized official of Company.

At Authority's discretion, Exhibit A may be required in electronic format or utilizing a portal system. In addition, each month Company will provide Authority with an electronic file that details monthly sales information by transaction number, as outlined in Exhibit B, Monthly Reservation Information, attached hereto and by this reference made a part hereof. Any revisions to Exhibit B will be made by letter from Authority Vice President of Concessions, or designee, to Company without the need for formal amendment to this Agreement. The monthly sales detail presented in Exhibit B must agree with the total amounts reported in Exhibit A.

The Parties recognize that Authority will incur additional administrative costs if Company is late in providing all of the monthly information in the monthly statements and electronic file required by this Article, and the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Company shall pay Authority, in addition to all other financial requirements of this Agreement, fifty dollars (\$50.00) per report for each calendar day Company is late in submitting all of the monthly information in the formats required by this Article. Said charge will continue until specific performance is accomplished and will not be offset against any other amount due Authority as detailed in this Agreement.

ARTICLE 6: ACCOUNTING, RECORDS AND AUDIT

6.01 Books and Records

The acceptance of monthly reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Company will maintain, during the term of this Agreement, all books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles, and for such period of time thereafter as provided herein, unless otherwise approved by Authority. Company will maintain electronic records and controls pertaining to each Reservation created online for the Airport. The Reservation will be identified to indicate the Airport location as the originating location. All electronic Reservation records used by Company in its Tampa Airport operation shall be sequentially numbered, in a numbering series exclusively for its Tampa Airport location. In the event Company does not maintain exclusive sequential numbering for electronic Reservations commencing at the Tampa Airport location, Company agrees to provide copies of records containing each Reservation from other locations included in the nonexclusive sequence to

Authority or its auditors for the purposes of testing reporting completeness. Accounting records of Company shall be stored sequentially, or in such other manner as approved by Authority, to provide reasonable and expeditious access for audit purposes hereunder.

6.02 Annual Audit

Within ninety (90) calendar days after the end of the term, Company will provide, at its sole cost and expense, an annual audit report (Annual Audit) of Company's Trips and the amounts paid to Authority as a Privilege Fee for the term prepared by an independent Certified Public Accountant (Auditor). The first such Annual Audit will cover the period of the Effective Date through the following September 30th. If this initial period is less than ninety (90) calendar days, no Annual Audit will be required for the initial period. Each subsequent Annual Audit will cover the successive twelve (12) month period. The last such Annual Audit will include the last day of operations. A \$100.00 per calendar day penalty may be assessed by Authority for every day the Annual Audit is late.

Company shall, prior to conducting the required Annual Audit, disclose to Authority the name of the Auditor that Company intends to use to conduct the Annual Audit. Authority may reject Company's Auditor if Authority concludes that the Auditor is not qualified to conduct the required Annual Audit. Authority shall provide Company with notice of such rejection within three (3) business days of Company's submission. If Company uses an Auditor that Authority has rejected, Authority reserves the right to challenge any findings or conclusions of the Annual Audit if it believes an error may have occurred. In such event, Authority may conduct its own audit at its sole expense under the provisions in Section 6.03, or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution of Authority of any dispute will be final.

There will be no limitation on the scope of the Annual Audit that would preclude the Auditor from expressing an unqualified opinion as to the correctness and completeness of the reported Trips and Privilege Fees. The Annual Audit will include a Special Purpose Statement of Trips and Privilege Fees Due and Paid for each month of Company's operations in the Agreement Year prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to Authority. The Annual Audit will be conducted in accordance with Generally Accepted Auditing Standards and shall include an opinion on whether the Special Purpose Statement of Trips and Privilege Fees Due and Paid has been completely and accurately presented, calculated and reported according to the terms of this Agreement.

If Company has paid to Authority an amount greater than Company is required to pay as Privilege Fee for an Agreement Year under the terms hereof, Company will be entitled to a credit which must be used against the next invoice. If Company has paid less than the amount required to be paid as Privilege Fee for an Agreement Year, then Company will pay the difference to Authority within fifteen (15) calendar days from the date of invoice.

Delivery of an Annual Audit containing a qualified opinion, or an adverse opinion, or a

disclaimer of opinion as defined in the Statements on Auditing Standards, as may be amended from time to time or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants or any successor board or agency thereto, will be deemed a material breach of this Agreement.

6.03 Authority's Right to Perform Audits, Inspections, or Attestation Engagements

Notwithstanding Company's audit requirement hereunder, Authority or its representative will be permitted to perform audits, inspections or attestation engagements of all or selected operations and examine all such books of accounts and records at any time during normal business hours, including all federal and state tax returns relating to Company's operations hereunder and including franchisee/licensee records and audits of all business transactions and records of sale. There may be no limitation in the scope of the engagement that would hinder Authority in testing the accuracy and completeness of the reported revenue.

If Company utilizes a computerized accounting system, Authority will be allowed to download information from the system for the purpose of verifying Gross Receipts. Company agrees that records and instruments will be available to Authority for at least five years after the termination of this Agreement. If the books of accounts and records are kept at locations other than the Airport, Authority will have the option to have said books and records brought to a location convenient to Authority's auditors to conduct the engagement as set forth in this Article or to transport Authority's audit team to Company's headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority's team. Authority has the right during the engagement to interview Company's employees and make photocopies and inspect any and all records upon request.

Company agrees to deliver or provide access to all records requested by Authority's auditors within 14 calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within 7 calendar days of each subsequent request. The Parties recognize that Authority will incur additional costs if records requested by Authority's auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Company will pay Authority liquidated damages of one hundred dollars (\$100.00), in addition to all other contractual financial requirements, for each item in a records request every calendar day for each time Company is late in submitting requested records to perform the engagement. Payment will continue until specific performance is accomplished. Payment will not be offset against any other amount due Authority as detailed in this Agreement.

If as a result of any engagement it is determined that Company owes additional fees or charges to Authority, Company will pay such additional fees and charges and Authority may assess interest of up to 18% on the amount due from the date the amount was initially due.

If it is established that Company underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period under consideration, the entire expense of the engagement may be billed to Company. All payments will be due on the date stated within the transmittal letter accompanying the engagement results, but no less than fifteen (15) calendar days following issuance of said letter. If it is established that Company underreported Gross Receipts or underpaid fees related to Gross Receipts by seven percent (7%) or more for the period under consideration, Authority will be entitled to terminate this Agreement for cause upon thirty (30) days' written notice, regardless of whether the deficiency is paid.

ARTICLE 7: DEFAULT AND TERMINATION

7.01 Events of Default

Company will be deemed to be in default of this Agreement upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any terms, conditions and covenants required herein.
- B. Being in arrears in the payment of the whole or any part of the rentals, fees and charges agreed upon hereunder for a period of ten (10) calendar days after notice of such default to Company.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, failure to perform any of the provisions of this Agreement or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) calendar days of receipt by Company of Authority written notice to cease said business or acts.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on agreements with public entities.

7.02 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) calendar days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise the following options or remedies, the exercise of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Agreement and, in accordance with law, Company will remain liable for all payments or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Declare this Agreement to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law. No act or thing done by Authority or Authority agents or employees during the term will be deemed an acceptance of the surrender of this Agreement, and no acceptance of surrender will be valid unless in writing.

7.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to cancel this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement.

7.04 Company's Remedies

Upon thirty (30) calendar days written notice to Authority, Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default of any term,

provision, or covenant of this Agreement or in the payment of any fees or charges to Authority, and only upon or after the occurrence of any of the following events: the inability of Company to use Airport for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Agreement, such termination shall automatically be deemed a termination for convenience under Section 5.04, above.

ARTICLE 8: INDEMNIFICATION

- A. To maximum extent permitted by law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers any and all liabilities, suits, claims, expenses, losses, enforcement actions, costs, fines, and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:
1. Presence on, use or occupancy of Authority property;
 2. Acts, omissions, negligence (including professional negligence and malpractice), reckless, intentional wrongful conduct, activities, or operations;
 3. Any breach of the terms of this Agreement;
 4. Performance, non-performance or purported performance of this Agreement;
 5. Violation of any law, regulation, rule ordinance, order or permit;
 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
 7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

of or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, including Owners when sharing their Vehicles via Company's application platform on Airport

property, regardless of whether the liability, suit, claim, expense, loss, cost, fine, or damages is caused in part by an indemnified party.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant;

of or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, including Owners and their Vehicles while utilizing Company's application platform when on Airport property, regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized

by Company in the performance of this Agreement, including Owners and their Vehicles when utilizing Company's application platform on Airport property.

- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under the Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- G. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- H. If this Article or any part of this Article is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.
- I. This Article 8 will not apply to the extent any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee are caused in whole or in part by the negligence or willful misconduct of Authority, its members, officers, agents, employees, or volunteers.

ARTICLE 9: INSURANCE

9.01 Insurance Terms and Conditions

The following minimum limits and coverages will be maintained by Company throughout the term of this Agreement. In the event of default on the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Liability and property policies, other than Workers' Compensation/Employer's Liability, will provide that Authority is an additional insured.

9.02 Limits and Requirements

A. Business Auto Liability

Coverage shall be on a form no more restrictive than ISO Form CA 00 01 insuring autos using ISO Symbol 1 (Any Auto), endorsed to include Hillsborough County Aviation Authority, members of Authority’s governing body and Authority’s officers, volunteers and employees as “insureds”, contain no exclusions or limitations on the defense or recovery of damages because of bodily injury or property damage claims made against Authority and caused or arising from these operations, and be endorsed to fully provide coverage to Authority during the entire period of exposure. Such period of exposure shall include the earliest of the parties’ entry onto Authority property or the booking made on any platform and coverage shall remain until the transaction has concluded and all parties have left Authority property. The minimum limits of Business Auto Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired and non-owned vehicles are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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B. Commercial General Liability

Coverage shall be on a form no more restrictive than ISO Form CG 00 01. Authority shall be individually listed and endorsed as an Additional insured as follows “Hillsborough County Aviation Authority, members of Authority’s governing body and Authority’s officers, volunteers and employees” with coverage no more restrictive than ISO Forms CG 20 10. The policy shall contain no exclusions or limitations on the defense or recovery of damages because of bodily injury or property damage on claims made against Authority caused or arising from these operations and include coverage for the maintenance, use, rental, loading or unloading of Any Auto. The minimum limits of Commercial General Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering liability resulting from, or in connection with, operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company are:

Each Occurrence	Agreement Specific \$1,000,000
Personal and Advertising Injury	\$1,000,000

C. Workers’ Compensation/Employer’s Liability

The minimum limits of Workers' Compensation (Part One) and Employer's Liability (Part Two) insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One: (Workers' Compensation)	Florida Statutory
Part Two: (Employer's Liability)	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

D. Cyber Liability & Data Storage

Company shall purchase and maintain, throughout the life of this Agreement, Cyber Liability Insurance which will be used for damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for "Event Management," including, but not limited to, costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

The minimum limits of liability shall be:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000
Event Management Expenses	\$1,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of services provided and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

E. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the Agreement, waives all rights against Authority, members of Authority's governing body and Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

F. Company shall post a bond, letter of credit, or other financial instrument suitable to Authority in the amount of ONE MILLION DOLLARS (\$1,000,000) to pay for the defense or damages arising from these operations that are either not or inadequately covered by insurance.

9.03 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, as may be amended

from time to time. Authority shall be individually listed and endorsed as an Additional insured on all policies as follows "Hillsborough County Aviation Authority, members of Authority's governing body and Authority's officers, volunteers and employees". All insurance policies shall be primary and noncontributory to the benefit of Authority.

ARTICLE 10: SECURITY FOR PAYMENT

10.01 Security Options

To secure payment for rents, fees, charges and payments required hereunder, Company will comply with one (1) of the following three options prior to commencing operations hereunder and maintain such security in effect during the term of this Agreement:

- A. Company will post with Authority a separate surety bond to be maintained throughout the term of this Agreement in an amount equal to the fees and charges payable to Authority hereunder for a period of three (3) months or five thousand dollars (\$5,000.00), whichever is greater. Such bond will be issued by a surety company acceptable to Authority and authorized to do business in the State of Florida and will be in a form and content satisfactory to Authority; or
- B. Company will deliver to Authority a separate irrevocable letter of credit drawn in favor of Authority upon a bank that is satisfactory to Authority and that is authorized to do business in the State of Florida. Said irrevocable letter of credit will be in a form and content satisfactory to Authority and shall be in an amount equal to the fees and charges payable to Authority hereunder for a period of three (3) months or five thousand dollars (\$5,000.00), whichever is greater.

10.02 In the event Company falls to perform the payment terms and conditions of this Agreement, Authority, in addition to any other rights and remedies available to Authority at law or in equity, may at any time apply the security or any part thereof toward the payment of Company's obligations under this Agreement. In such an event, within five days after notice, Company will restore the security to its original amount. Authority will not be required to pay Company any interest on the security.

10.03 Satisfactory Performance

Any release of liability of the surety bond or irrevocable letter of credit required pursuant to this Article will be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein throughout the entire term of this Agreement and will continue for one year thereafter. Notwithstanding the above, security pursuant to the above section shall at all times be current. Upon termination of this Agreement, the release of liability of the surety bond or irrevocable letter of credit will not occur until Authority has accepted the findings of the audit in the Accounting, Records and Audit Article hereof or successfully conducted an audit in accordance with the Accounting, Records and Audit Article hereof and Company has paid Authority all amounts due and owing in full.

ARTICLE 11: COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, AND RULES

Company, its officers, employees, agents, subcontractors, or those under its control will at all times comply with applicable provisions of Section 627.748, Florida Statutes and all other applicable federal, state, and local laws and regulations, as amended, as well as all Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority, including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government, including but not limited to, Federal Aviation Administration (FAA) or Transportation Security Administration (TSA). If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within fifteen (15) days of written notice.

ARTICLE 12: NON-EXCLUSIVE RIGHTS

This Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 13: RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its subcontractors and without interference or hindrance.

ARTICLE 14: AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 15: NON-DISCRIMINATION

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

15.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

15.02 Civil Rights. Company, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. 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);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition

of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - J. 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;
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 15.03 In all solicitations either by competitive bidding or negotiation made by Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 15.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- 15.05 In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Agreement until Company complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 15.06 Company will include the provisions of Paragraphs 15.01 through 15.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto; provided, however, that these provisions shall not be required in contracts with Owners. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- 15.07 Company assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 16: ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Authority which consent shall not be unreasonably withheld. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Agreement.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Agreement.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Agreement during the remainder of the term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

Company's agreements with Owners shall not be subject to this Article 16.

ARTICLE 17: WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 18: VENUE

Venue for any action brought pursuant to this Agreement will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 19: COMPLIANCE WITH PUBLIC RECORDS LAW

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA, FL 33622.

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the services contemplated in this Agreement.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement.
- D. Upon completion of this Agreement, keep and maintain public records required by Authority to perform the services. Company shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to Authority, upon request from Authority custodian of records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 20: DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of performing under this Agreement. Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of this Agreement by such personnel.

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

ARTICLE 21: AGENT FOR SERVICE OF PROCESS

Company must designate and maintain a resident agent for service of process in the State of Florida. It is further expressly agreed, covenanted, and stipulated that if Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process, by the registered mailing of any Complaint and process to Company at the address set out hereinafter in this Agreement and that such service will constitute valid service upon Company as of the date of mailing and Company will have 30 calendar days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the court, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 22: INVALIDITY OF CLAUSES

The invalidity of any part, portion, Article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, sentence, Article, paragraph, provision, or clause of this Agreement, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

ARTICLE 23: NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:
(MAIL DELIVERY)
Hillsborough County Aviation Authority
Tampa International Airport
P.O. Box 22287
Tampa, Florida 33622-2287
Attn: Chief Executive Officer
OR

(HAND DELIVERY)
Hillsborough County Aviation Authority
Tampa International Airport
4160 George J. Bean Pkwy
Suite 2400, Administration Building
Tampa, Florida 33607-1470
Attn: Chief Executive Officer

TO COMPANY:
(MAIL DELIVERY)
<insert>

OR

(HAND DELIVERY)
<insert>

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If the notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged.

ARTICLE 24: HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 25: RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

ARTICLE 26: MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include all genders.

ARTICLE 27: AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by Authority, it is understood that Authority Chief Executive Officer or designee is hereby empowered to act on behalf of Authority.

ARTICLE 28: CONTRACT MADE IN FLORIDA

This Agreement has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Agreement are expressly set forth herein and this Agreement can only be amended in writing and agreed to by both Parties.

ARTICLE 29: SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the 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, and this Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 30: SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Agreement and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

ARTICLE 31: SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Agreement which are severable shall be unaffected.

ARTICLE 32: RIGHT TO AMEND

In the event that the United States Government including, but not limited to, the FAA and TSA, or their successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 33: ORGANIZATION AND AUTHORITY TO ENTER INTO AGREEMENT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities.

ARTICLE 34: TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 35: COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this __ day of _____, 20__

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____

Victor D. Crist, Secretary

Address: PO Box 22287
Tampa, FL 33622

BY: _____

Robert I. Watkins, Chairman

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS: _____

Signature

Printed Name

BY: _____

David Scott Knight,
Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this __ day of _____, 20__ by Robert I. Watkins, in the capacity of Chairman of the Board of Directors and, Victor D. Crist, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires
(if not on stamp or seal)

Company: _____

Signed in the Presence of:

BY: _____

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this ____ day of _____, 2017,

by _____ in the capacity of _____,

(Individual's Name)

(Individual's Title)

at _____, a corporation, on its behalf _____

(Company Name)

(He is / She is)

_____ known to me and has produced _____

(Personally / Not Personally)

(Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Exhibit A
Monthly Gross Receipts Statement

Company Name: _____

Monthly Reporting Form For The Month Of: _____

Statement of Gross Receipts and Fees due to Hillsborough County Aviation Authority as required by Article 5.10

RECEIPTS [PER ARTICLE 5.07(A)]:

VEHICLE SHARING USE CHARGE	\$0.00
ADDITIONAL TIME	\$0.00
MILEAGE/UNLIMITED MILAGE	\$0.00
GUARANTEED RESERVATION	\$0.00
INSURANCE	\$0.00
LATE/CANCELLATION	\$0.00
DELIVERY	\$0.00
CLEANING	\$0.00
ADMINISTRATIVE	\$0.00
COMMERCIAL HOSTING	\$0.00
AIRPORT ACCESS FEE	\$0.00
BABY SEAT	\$0.00
UNDER 25 AND ADDITIONAL DRIVER	\$0.00
CAMPING EQUIPMENT	\$0.00
SPORTS EQUIPMENT	\$0.00
BIKE RACKS	\$0.00
FUEL	\$0.00
TOLL TRANSPONDER FEES	\$0.00
GPS/NAVIGATION DEVICES	\$0.00
EXTRAS/OTHER REVENUE (describe)	\$0.00
EXTRAS/OTHER REVENUE (describe)	\$0.00
EXTRAS/OTHER REVENUE (describe)	\$0.00
EXTRAS/OTHER REVENUE (describe)	\$0.00
SALES TAXES	\$0.00

TOTAL RECEIPTS \$0.00

DEDUCTIONS:

Less: Exclusions [PER ARTICLE 5.07(B)]:

Discounts	(\$0.00)
Customer Satisfaction Discounts	(\$0.00)
Adjustments	(\$0.00)
Sales Taxes	(\$0.00)
Insurance Damage Claim Payments	(\$0.00)

TOTAL DEDUCTIONS (\$0.00)

GROSS RECEIPTS SUBJECT TO PRIVILEGE FEE \$0.00

Privilege Fee Rate: 9% of Gross Receipts x 9%

Payment Due With This Report: \$0.00

Number of Vehicle sharing uses: _____

Number of Vehicle sharing use days: _____

Average Vehicle sharing use rate: _____

Number of Vehicle sharing use days _____ X \$2.00 Transportation Facility Fee (TFC) = \$0.00 Transportation Facility Fee Due

TOTAL DUE WITH THIS REPORT:

9% = \$0.00

TFC = \$0.00

I hereby certify that the above amounts are true, correct, and completely in accord with the definition of Gross Receipts, to the best of my knowledge, and that I am a responsible accounting officer of _____ (Company).

Name of Company Official (Printed)	Title of Company Official	Phone Number
E-Mail Address: _____		

Signature

Date

Exhibit C Designated Areas

