

## REQUEST FOR PROPOSALS FOR RENTAL CAR CONCESSION AND LEASE AGREEMENTS AT THE FRIEDMAN MEMORIAL AIRPORT

The Friedman Memorial Airport Authority (herein called the "Authority") hereby invites interested parties to submit proposals for the award of non-exclusive rental car concession and lease agreements to permit the operation of up to three (3) rental car concessions at Friedman Memorial Airport pursuant to the terms and conditions herein set forth in these proposal and contract documents.

Commencing Thursday, May 7, 2026 proposal and contract documents may be downloaded from our website: <https://iflysun.com/business-opportunities-employment/>.

An optional Pre-Proposal Meeting will be held on Thursday, May 21, 2026, at 10:00 a.m. Mountain Time to discuss the contract documents. Interested parties may attend by video conference through the Microsoft Teams platform using the following link: <https://teams.microsoft.com/meet/275963691971273?p=yX38Rr28UP6PxUT4tq> or by telephone by calling (872) 240-8003 and using Meeting ID: 781 941 792#. If you have any technical difficulties connecting into the meeting, please contact Tim Burke whose contact information is provided below.

Sealed proposals for the operation of rental car concessions will be received by the Friedman Memorial Airport Authority, 1616 Airport Circle, Hailey, ID 83333, until 2:00 p.m. Mountain Time on Thursday, June 25, 2026.

Prior to the execution of the Rental Car Concession and Lease Agreement, a Selection Meeting shall be scheduled for qualified Proposers to select their positions based on highest to lowest based on the total dollar amount of the three (3) year Minimum Annual Guarantees submitted by Proposer.

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

One original paper copy and one electronic copy (pdf format on flash drive) of all documents listed on the "Proposal Submission Checklist – Attachment #1" must be submitted in a sealed envelope bearing on the outside, the date advertised for the opening of the proposals and the words, "Rental Car Concession RFP Submittal, Friedman Memorial Airport". If mailed or delivered via a courier delivery company, the sealed envelope containing the required proposal documents shall be enclosed in another envelope and to the Friedman Memorial Airport, 1616 Airport Circle, Hailey, ID 83333, attention of Tim Burke, Airport Director. It will be the sole responsibility of Proposers to ensure proposals are in the possession of the Friedman Memorial Airport Authority by the appointed date and time. The Authority reserves the right to reject any or all proposals, portion or parts thereof, and to waive all minor irregularities in the Proposals.

For additional information contact: Mr. Tim Burke, Airport Director, at [tim@iflysun.com](mailto:tim@iflysun.com) or (208) 720-5186.

**REQUEST FOR PROPOSALS  
NON- EXCLUSIVE RENTAL CAR CONCESSION**



**May 7, 2026**

**REMINDER OF CRITICAL DATES**

<b>Pre-Proposal Conference:</b>	<b>May 21, 2026</b>	<b>10:00 a.m.</b>
<b>Question Deadline</b>	<b>May 26, 2026</b>	<b>4:00 p.m.</b>
<b>Proposal Due Date:</b>	<b>June 25, 2026</b>	<b>2:00 p.m.</b>

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# INSTRUCTIONS TO PROPOSERS

## 1. REQUEST FOR PROPOSAL (RFP)

A. Sealed proposals for the award of non-exclusive Rental Car Concession and Lease Agreements to permit the operation of up to three (3) rental car concessions at Friedman Memorial Airport are solicited by the Friedman Memorial Airport Authority (herein referred to as "Authority"). The current rental car Concession and Lease Agreements expire September 30, 2026. The Authority shall provide three (3) locations at the Airport to include ticket counter and associated office space and queuing in the Terminal Building, and ready/return parking facilities for three (3) on-airport operators that shall be utilized by the successful Proposers.

B. Proposals for the Rental Car Concession and Lease Agreements will be received at the Friedman Memorial Airport, 1616 Airport Circle, Hailey, ID 83333, until 2:00 p.m., Mountain Time, on Thursday, June 25, 2026.

C. Prior to the execution of the Rental Car Concession and Lease Agreement, a Selection Meeting shall be scheduled for qualified Proposers to select their positions based on highest to lowest MAG proposal submitted.

## 2. RENTAL CAR CONCESSION AND LEASE AGREEMENTS

The Rental Car Concession and Lease Agreements shall commence October 1, 2026 and shall expire on September 30, 2029 and must be executed by the successful Proposers and returned to the Authority on or before July 22, 2026. The Rental Car Concession and Lease Agreement shall be in the form attached as "Exhibit D".

## 3. PREMISES AVAILABLE, AND ASSIGNMENT OF, TO SUCCESSFUL PROPOSERS

A. The Authority shall allocate available rental car premises, as outlined below, based on the total dollar amount of the three (3) year Minimum Annual Guarantees submitted by Proposer. The order of selection will be on ranking from highest to lowest dollar amount. The highest successful Proposer shall select first, the second highest successful Proposer shall select second from the locations remaining and so on until all locations have been selected.

B. The ticket counter/office/queuing areas are outlined on Exhibit A. There are three (3) counters with supporting offices and queuing.

C. The Authority has 82 combined ready/return spaces that are allocated into blocks to be rented by the successful proposers as shown on Exhibit B. Each successful proposer will have one block of ready return parking spaces in the upper lot and one block of ready return spaces in the lower lot.

**4. CONCESSION FEE, RENTS AND FEES TO BE PAID BY PROPOSER**

The Successful Proposer shall pay to the Authority, on a monthly basis, as compensation for the Concession Privilege granted to it pursuant to the Rental Car Concession and Lease Agreement:

1. **Concession Fee** – the greater of either:
  - a. ten percent (10%) of the Operator’s annual Gross Revenues (“Percentage Concession Fee”); or
  - b. the respective annual amount proposed as the Operator’s Minimum Annual Guaranteed Fee (“MAG”):

Each Successful Proposer’s total MAG for the term of the Rental Car Concession and Lease Agreement shall be used to determine its relative order of selection of 1) Counter/Office/Queuing space in the Terminal, and 2) rental vehicle parking blocks in the Ready/Return area.

2. **Rent** - All Rents for Premises set forth in this Article 3 Section 2 shall be paid in advance on the first (1<sup>st</sup>) of each month and are subject to applicable taxes which shall be collected by the Authority in addition to the rent listed below:

a. **Counter/Office/Queuing Space Rent** – Counter/Office/Queuing space rent shall be the same per square foot per annum rate paid by other tenants at the Airport. The terminal rental rate for fiscal year ended September 30, 2026 is Fifty-Four Dollars and Sixty-Six Cents (\$54.66) per square foot. The terminal rental rate for fiscal year 2027 has yet to be established.

b. **Ready/Return Rental Vehicle Parking Block Rent** – Ready/Return Vehicle Parking Block Rent shall be paid to the Authority in the amounts described below:

Upper Lot:

Block 1 containing ~ 12 spaces	Annual Rent \$32,400
Block 2 containing ~ 10 spaces	Annual Rent \$27,000
Block 3 containing ~ 8 spaces	Annual Rent \$21,600

Lower Lot:

Block A containing ~ 13 spaces	Annual Rent \$35,100
Block B containing ~ 26 spaces	Annual Rent \$70,200
Block C containing ~ 13 spaces	Annual Rent \$35,100

3. **Customer Facility Charges (CFCs)** – Successful Proposers shall collect the CFCs on behalf of the Authority and remit to the Authority, in accordance with the Authority’s CFC resolution.

4. **Additional Costs and Fees** – Successful Proposers shall pay to the Authority additional fees as may be incurred including, but not limited to, employee parking, badging,

additional vehicle storage and for all access media issued and any fine levied to Successful Proposer or its employees.

#### **5. DUAL BRANDING**

A Proposer shall be required to designate in its Proposal Form – Attachment #2, the brand or brands under which it will operate its rental car concession at the Airport. A single Proposer may operate no more than a total of two (2) brands per concession. Any brands designated in Proposer’s Qualification Form - Attachment #3, must be One Hundred Percent (100%) owned by the Proposer or the Proposer must furnish written proof of authorization to operate any such brand. Any successful Proposer shall do business at the Airport under that brand name or brand names it designates on its Qualification Form - Attachment #3. A legal entity which owns multiple brands may submit one or two proposals. A brand owned by the legal entity may only be included in one proposal.

#### **6. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)**

Per the federal regulations of the U.S. Department of Transportation, 49 CFR Part 23, it is the policy of the Authority that airport concession disadvantaged business enterprises (ACDBE) shall have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the Authority. A successful Proposer shall agree to make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 23, as amended, participate in car rental operations at SUN. In accordance with the Department of Transportation’s Frequently Asked Questions, the ACDBE goal is set to zero until the Unified Certification Program (UCP) completes the reevaluation process provided in 49 CFR 23.81.

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

#### **7. PRE-PROPOSAL MEETING**

An optional Pre-Proposal Meeting will be held on Thursday, May 21, 2026, at 10:00 a.m. Mountain Time to discuss the contract documents. Interested parties may attend by video conference through the Microsoft Teams platform using the following link: <https://teams.microsoft.com/meet/275963691971273?p=yX38Rr28UP6PxUT4tq> or by telephone by calling (872) 240-8003 and using Meeting ID: 781 941 792#. If you have any technical difficulties connecting into the meeting, please contact Tim Burke whose contact information is provided on the notice. An optional tour of the rental car facilities may be scheduled by appointment by contacting Mr. Tim Burke in advance.

## 8. ADDENDA

Should there be any questions concerning the meaning or content of these documents, the Proposer shall notify the Airport Director in writing no later than 4:00 p.m. Mountain Time on Tuesday, May 26, 2026. All questions should be sent to Friedman Memorial Airport, Attention: Tim Burke via email: [tim@iflysun.com](mailto:tim@iflysun.com). Any corrections or changes, if required in the sole judgment of the Authority, will be provided in a written addendum. The Authority and Airport Staff will not be responsible for any other instructions, interpretations or explanations and should not be contacted other than in writing to Mr. Burke. It is anticipated that any clarification/addendum needed to address questions submitted to the Authority will be posted on or about June 10, 2026 on the Airport's website at <https://iflysun.com/business-opportunities-employment/>. The Authority assumes no responsibility beyond being posted on the Airport's website.

## 9. PROPOSAL FORM

A. Minimum Annual Guarantee: Proposer shall submit its proposal as a Minimum Annual Guarantee for each of the three (3) years of the Rental Car Concession and Lease Agreement. Minimum Annual Guarantee amounts shall be paid in advance on the first day of each month, payable in equal monthly payments during the concession term. The minimum acceptable proposal is Two Hundred Thousand Dollars (\$200,000).

B. Each proposal shall be submitted on the attached "Attachment #2 - Proposal Form".

## 10. PROPOSAL GUARANTY

Each proposal shall be accompanied by a proposal bond, certified cashier's check, or bank draft payable to the Friedman Memorial Airport Authority, in the amount of Ten Thousand Dollars (\$10,000). The bond, check or draft must be attached to the Proposal Form and will be held by the Authority, without interest, as the proposal guaranty for a reasonable period of time until the successful Proposers have been selected, after which the proposal guaranties of all but the successful Proposers will be returned. The proposal guaranties of the successful Proposers will be held pending their complete execution of the Rental Car Concession and Lease Agreement, along with evidence of insurance, as required by the Rental Car Concession and Lease Agreement (attached hereto). If a successful Proposer should fail to execute the Rental Car Concession and Lease Agreement or comply with other provisions of the contract documents by July 22, 2026, the proposal guaranty shall be forfeited to Authority as liquidated damages.

## 11. MINIMUM QUALIFICATIONS AND QUALIFICATION FORM

Minimum Qualifications - In order to ensure a high level of service to the traveling public, the Authority will consider only proposals from organizations with experience in the rental car business. Therefore, each proposer who is not currently operating at the Airport, must be able to demonstrate that (a) it has been engaged in the retail rental car business for at least the last three

(3) consecutive years, (b) it can provide a fleet of no less than fifty (50) rental cars at the Airport, and (c) it has averaged gross revenues of at least \$1,000,000 over the past two (2) years (d) it has a national, on-line reservation system and (e) it has a national system of one-way drop off availability or exchange anywhere within the continental United States. Proposals from proposers who fail to meet these minimum qualifications shall not be considered (Incumbent Concessionaires do not need to demonstrate these minimum qualifications.) Proposers operating under a franchise agreement must provide the required information on financial capabilities, franchise operations, and may include information on the operations of the franchisor. Franchisees shall include a letter from franchisor granting approval to propose at the Airport and operate throughout the term of the Agreement. Proposers must include information about the qualifications and experience of their proposed on-site management team.

Qualification Form - Proposers must submit, as a part of the proposal, the information required on the attached "Qualification Form – Attachment #3."

## **12. PROPOSERS AFFIDAVIT**

Each proposal must have attached thereto the "Proposer's Affidavit – Attachment #4" the statement that such proposal is genuine and made in good faith, and not deceptive or collusive, or made in the interest of or on behalf of any persons not herein named. The affidavit must also state that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a deceptive proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Proposer shall submit an affidavit that it agrees to operate a rental car concession at the Airport during the term of the Rental Car Concession and Lease Agreement. Any proposal not accompanied by, or which is made without such affidavit, or in violation thereon, will not be considered. If the Proposer is a corporation, said affidavit shall be signed by the duly authorized officer of such corporation. Signatures on said affidavit must be witnessed by a Notary Public.

## **13. PROHIBITION AGAINST LOBBYING**

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

## **14. ACCEPTANCE OF PREMISES "AS IS"**

Allocated premises will be inspected and accepted by successful Proposer and will be

occupied by Proposer on an “as is” basis. The Proposer specifically waives any covenants or warranties regarding the premises, including but not limited to any warranty of suitability and warranty of fitness.

**15. SUBMISSION OF PROPOSALS**

Each Proposer shall submit one original paper copy and one electronic copy (pdf format on Flash Drive) of all documents required. All documents listed on the attached Proposal Submission Checklist – Attachment #1 must be submitted in a sealed envelope bearing on the outside, the date advertised for the opening of the proposals and the words, "Rental Car Concession RFP Submittal, Friedman Memorial Airport". If mailed or delivered via a courier delivery company, the sealed envelope containing the required proposal documents shall be enclosed in another envelope and addressed to the Friedman Memorial Airport Authority, 1616 Airport Circle, Hailey, ID 83333, attention of the Airport Director.

**16. OPENING AND EVALUATION OF PROPOSALS**

Proposals shall be received as set forth in the Notice Inviting Proposals. Late Proposals will not be considered by the Authority and will be returned unopened to the Proposer. An airport staff evaluation committee will review the merits of proposals in accordance with the evaluation criteria listed below. Failure to provide information requested in this RFP may result in disqualification of a proposal. The sole objective of the evaluation committee will be to evaluate the responsiveness of each Proposer to the requirements of the RFP.

1. The sum total of the minimum annual guarantees proposed for the three (3) year term of the Agreement.
2. Previous background and experience of Proposers.
3. Previous background or history of default or arrearage in previous or existing agreements with the Authority.

**17. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn at any time prior to the submission deadline described in Article 1(B). No Proposer will be permitted to withdraw its proposal after such time, unless the award is delayed by action of the Authority for a period exceeding ninety (90) days.

**18. BREAKING OF A TIE PROPOSAL**

In the event any tie proposals are received, the means of breaking the tie or ties shall be at the Authority’s sole discretion. The Authority’s ruling shall be final.

**19. AUTHORITY’S RESERVATION OF RIGHTS**

Issuance of this RFP and receipt of proposals does not commit the Authority to select any Proposer for a short-list or to enter into any lease. The Authority reserves the right to accept or

reject any and all responses received for its convenience or if in the best interest of the Authority. The Authority also reserves the right to waive any informality or irregularity in any submittal. Any and all agreements arising out of a proposal submitted hereunder (including any negotiations that follow) shall not be binding on the Authority unless duly approved and executed by the Authority Board, in accordance with applicable laws. The Authority reserves the right to reject the proposal of any Proposer in arrears or default upon any debt or contract to the Authority or who has failed to perform faithfully on any previous contracts with the Authority.

## **20. REPRESENTATION OF DUE DILIGENCE**

The submission of a proposal shall be deemed a representation and certification by the Proposer that it has investigated all relevant conditions, facts, circumstances, procedures, requirements and aspects associated with this RFP and that Proposer has read and understood the RFP.

Each Proposer is responsible for a thorough review of the RFP to ensure possession of all necessary documents. All RFP and related documents may be downloaded from the Authority website.

Upon submittal of a proposal, it will be presumed that the Proposer has read and is familiar with all of the RFP documents. After receipt of a proposal, the Authority will not entertain any request for modification of the proposal and no claim for adjustment of any provisions of the RFP shall be honored, regardless of any claim by a Proposer that it was not fully informed as to any fact or condition.

## **21. PROTEST PROCEDURES**

If any Proposer objects to the final selection and award, such proposer shall respond in writing to the Authority within seven (7) calendar days of the date of the transmittal of the notice of award setting forth in such response the setting forth the express reason or reasons that the award decision of the Board is in error. Thereafter, prior to finalizing any agreement with the prevailing proposer, the Board shall review its decision and determine whether to affirm the prior award, choose to reassess the proposals, or choose to commence a new RFP process setting forth the reason or reasons therefore. After completion of the review process, the Authority may proceed as it deems to be in the best public interest.

## **22. CONFIDENTIALITY**

All submission materials will be held in confidence by Authority until the evaluation and selection process is completed. All submission material are subject to disclosure pursuant to the Freedom of Information Act 5. U.S.C. §552 and Idaho Code §74-102. Any material a proposer wishes to be withheld from disclosure as a trade secret should be clearly marked as such.

**23. INDEMNITY AND COSTS**

The Proposer agrees to defend, indemnify and hold harmless the Authority and its Board, the County and the City, and their respective officers, officials, directors, employees, agents, and volunteers for any claims of copyright, patent or trademark infringement arising out of, caused directly or indirectly by the acts or omissions of the Proposer in relation to this RFP and the proposal.

Each party responding to this RFP shall bear all of its own costs and expenses, direct and indirect, associated with or related to any action taken in response to this RFP and the Authority shall not be responsible in any manner for such costs and expenses. Proposals and any materials submitted therewith shall become the property of the Authority upon receipt. The Authority shall have the right to copy, reproduce, or otherwise dispose of such documents in any way that the Authority selects. The Authority shall be free to use as its own, without payment or any kind of liability, any idea, scheme, concept, technique, suggestion, layout, or plan received in response to this RFP, including any future RFP process, if conducted.

**24. TITLE VI**

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

**25. STATISTICAL INFORMATION**

Provided as Exhibit C is the following statistical information:

- Rental car gross revenues reported to the Authority since October 2022
- Passenger deplanements since October 2022

These figures are provided for information purposes only, and in no way relieve the Proposers from determining themselves the future business potential in the performance of the contracts.



**ATTACHMENT #1  
PROPOSAL SUBMISSION CHECKLIST**

The following documents must be submitted (one original paper copy & one electronic copy) as part of the sealed proposal for the proposal to be considered.

1. Proposal Submission Checklist – Attachment #1
2. Proposal Form – Attachment #2
3. Qualification Form– Attachment #3
4. Proposer’s Affidavit– Attachment #4
5. Acknowledgement of Addenda(s) – Attachment #5
6. Proposal Guaranty- \$10,000 (Proposal Bond, Certified Cashier’s Check or Bank Draft)

**PROPOSER NAME:** \_\_\_\_\_

Deadline for submission: Thursday, June 25, 2026, 2:00 p.m. Mountain Time

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For Airport Use Only:

Complete Package: YES \_\_\_\_\_ NO \_\_\_\_\_



**ATTACHMENT #2  
PROPOSAL FORM**

\_\_\_\_\_

Name Date

\_\_\_\_\_

Address

The Proposer hereby proposes to enter into an agreement with the Friedman Memorial Airport Authority (hereinafter referred to as “Authority”) for the operation of a non-exclusive rental car concession at the Friedman Memorial Airport under the terms and conditions as set forth in the Notice Inviting Proposals; Instructions to Proposers; Attachments #1 through #5; and the Rental Car Concession and Lease Agreement, together with the attached Exhibits (Exhibits are not to scale). In furtherance of this proposal, the Proposer agrees to pay to the Authority the greater of the following during the Operations Years (October 1 – September 30) 2027, 2028, and 2029: Minimum Annual Guarantees or ten percent (10%) of the annual gross revenues and all rents and fees stipulated in the Rental Car Concession and Lease Agreement with payments to be made in the manner specifically set forth in said Agreement. The minimum annual acceptable proposal guarantee is Two Hundred Thousand Dollars (\$200,000). The annual minimum guarantee proposal for each Operations Year must not be less than the annual minimum guarantee proposal for the previous year.

Minimum Annual Guarantee Proposal  
(Per Operations Year Beginning October 1, 2026)

Operations Year 1 - October 1, 2026 to September 30, 2027	\$	_____
Operations Year 2 - October 1, 2027 to September 30, 2028	\$	_____
Operations Year 3 - October 1, 2028 to September 30, 2029	\$	_____
 Total of Three Year MAGs Proposed	 \$	 _____

The Proposer hereby agrees to pay the above minimum annual guarantees to the Authority in accordance with and for the term of the Rental Car Concession and Lease Agreement.

2. The Authority shall allocate based on successful proposer's selections the counter/office/ queuing position, and ready/return rental vehicle parking blocks, as outlined on Exhibits A and, B, based on the total dollar value of the three (3) year Minimum Annual Guarantees. The order of selection will be on ranking from highest to lowest. The highest successful Proposer shall select first, the highest second successful Proposer shall select second from the locations remaining and so on until all locations have been selected.

3. Accompanying the proposal shall be one Bid Bond, Cashiers, Certified or Treasurer's Check or bank draft of any State or National Bank in the amount of Ten Thousand Dollars (\$10,000) payable to the Friedman Memorial Airport Authority as liquidated damages in the event the undersigned is a successful Proposer who fails to comply with the requirements as set forth in Article 10 – Proposal Guaranty in the Instructions to Proposers and contract documents by July 22, 2026.

Proposer is bound by this offer for a period of ninety (90) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that the Friedman Memorial Airport Authority reserves the right to reject any and all proposals.

Proposer:

Signed \_\_\_\_\_

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

Title \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission: \_\_\_\_\_



**ATTACHMENT #3  
QUALIFICATION FORM**

All information requested in this Qualification Form (other than Questions 7-10, if an incumbent), must be furnished by the Proposer and it must be submitted with the Proposal Documents. Statements must be complete and accurate and in the form requested and must be sworn and attested to. Omission, inaccuracy or misstatement may be cause for the rejection of the Proposal. Proposer may submit additional attachments as necessary when the space provided is not sufficient to provide the required information.

1. Name and address of Proposer exactly as it is to appear on the Agreement(s).

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

2. Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Proposer, if selected, intends to carry on the business as:

Individual ( )      LLC ( )      Partnership ( )      Corporation ( )

4. Proposer, if selected, intends to operate under the brand name or brand names listed below. Said operations will be limited to no more than the brand name or the two brand names listed.

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

5. If operating as a partnership, please answer the following:

A. Name, address and share of each partner:

_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Date of organization: \_\_\_\_\_

6. If operating as a corporation or LLC, please answer the following:

A. When incorporated \_\_\_\_\_

B. In what state \_\_\_\_\_

C. Are you authorized to do business in Idaho? \_\_\_\_\_

If so, as of what year \_\_\_\_\_

D. Please list the names and address of the following officers:

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Other \_\_\_\_\_

4. Please provide a summary of the qualifications and experience of the Proposer's on-site management/supervisory staff.

**Questions 8 – 11 do not need to be completed by incumbent on-airport concessionaires, however, the Authority reserves the right to require apparent successful Proposers to complete and submit such documents. (Incumbent shall mean a legal entity that holds a current Concession and Lease agreement at the Airport).**

8. Please explain your experience in the rental car business. (Attach)

9. List the Airports in United States with which you, a parent company, or a franchisee currently have operating agreements. (Attach)

01. Provide copies of balance sheets, profit and loss statements, and annual reports for the past three (3) years of operation for the organization.

11. List bank references for the past three (3) years:

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

The Proposer hereby certifies the truth and correctness of all statements and of all answers to questions made herein. Omission, inaccuracy or misstatement may be cause for rejection of a proposal. The Authority shall maintain to the fullest possible extent the confidentiality of all financial documents specified as confidential by the Proposer.

Proposer:

Signed \_\_\_\_\_

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

Title \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My Commission: \_\_\_\_\_



**ATTACHMENT #4  
PROPOSER'S AFFIDAVIT**

Affiant, \_\_\_\_\_, being first duly sworn, deposes and says:

A. Affiant does hereby state that neither the Proposer nor any of Proposer's officers, partners, owners, agents, representative, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount, terms or conditions of this proposal and has not paid or agreed to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer any money or other valuable consideration for assistance in procuring or attempting to procure the contract or fix the prices in the attached proposal or the proposal of any other Proposer, and further states that no such money or other reward will be hereinafter paid.

B. Affiant further states that no officer, or stockholder of the Proposer is a member of the Friedman Memorial Airport Authority or its staff, or related to any members of the Friedman Memorial Airport Authority, Hailey City Council, Blaine Board of County Commissioners, their officers, agents and employees, except as noted herein below:

C. Affiant hereby agrees to enter into a Rental Car Concession and Lease Agreement with the Friedman Memorial Airport Authority for the operation of a non-exclusive rental car concession at the Friedman Memorial Airport under the terms and conditions as set forth in the Notice Inviting Proposals; Instructions to Proposers; Proposal Form; Qualification Form; Proposers Affidavit; Addendum #1; and the Rental Car Concession and Lease Agreement, together with all Exhibits.

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

Proposer:

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission: \_\_\_\_\_



**ATTACHMENT #5  
ACKNOWLEDGEMENT OF ADDENDUM**

Proposer Acknowledges Receipt of this Addendum #1:

Acknowledgment of Addendum #1 is hereby made;

Signature: \_\_\_\_\_

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

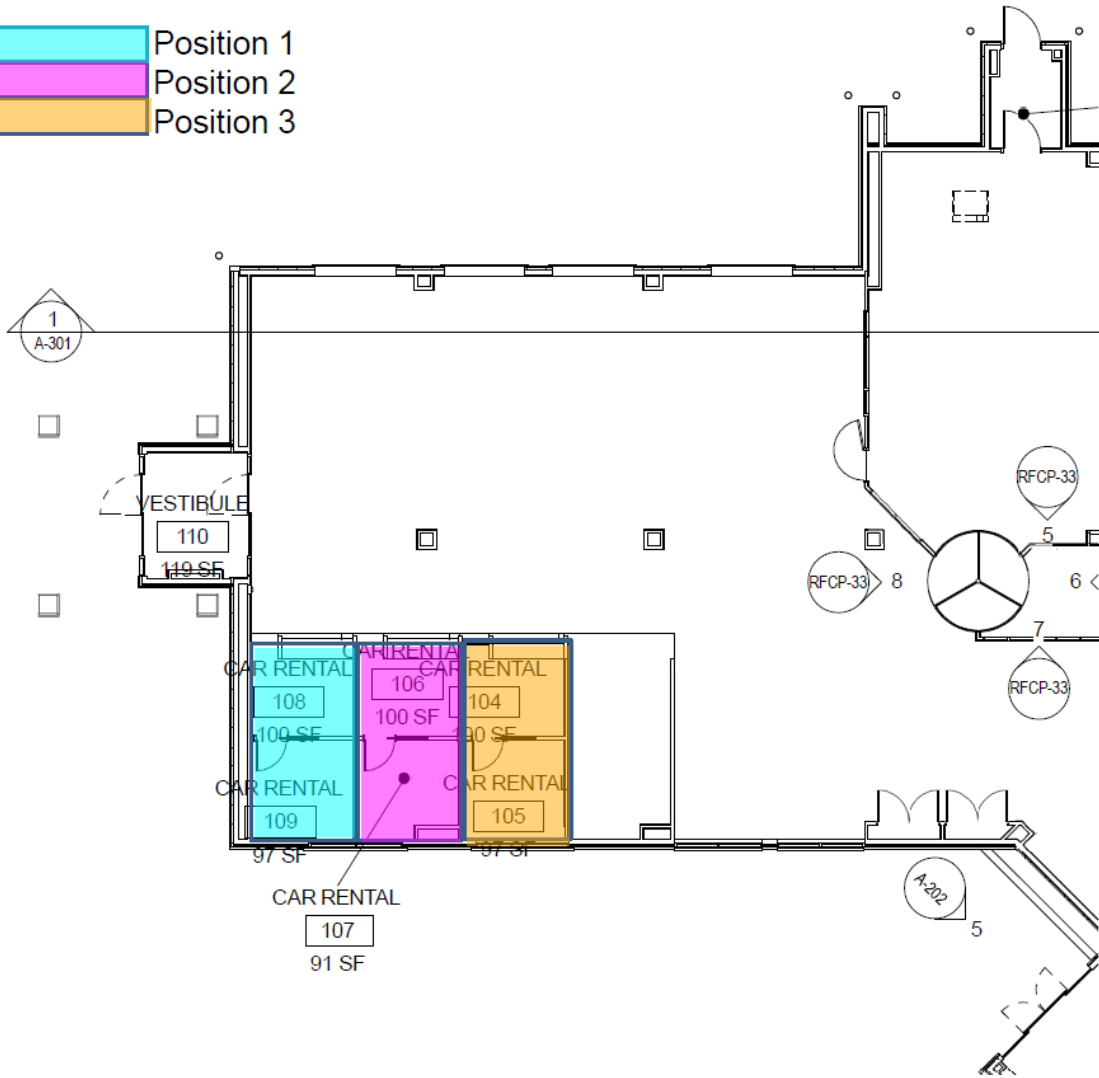
Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

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

# EXHIBIT A – TICKET COUNTER/OFFICE/QUEUING AREA

	Position 1
	Position 2
	Position 3



# EXHIBIT B – READY/RETURN RENTAL VEHICLE PARKING



## EXHIBIT C – STATISTICAL INFORMATION – REVENUE DATA / PASSENGER TRAFFIC

**Friedman Memorial Airport (SUN)**  
**Rental Car Concessions - On-Airport - Historical Gross Revenues (As Reported)**

Contract Year Ended 9/2023	Enterprise 1	Enterprise 2	National	Avis	Budget	Hertz	Total	Passenger Deplanements
October 2022	\$ 38,394.33	\$ 51,500.60	\$ 19,462.88	\$ 69,807.09	\$ 32,967.13	\$ 149,175.77	\$ 361,307.80	5,829
November 2022	28,681.33	32,506.83	16,647.25	23,246.19	12,792.32	93,905.14	207,779.06	5,146
December 2022	36,493.10	77,433.81	38,346.01	103,952.39	48,637.30	316,036.02	620,898.63	10,914
January 2023	94,292.29	152,157.91	73,156.79	267,856.92	108,879.48	584,212.47	1,280,555.86	10,273
February 2023	61,469.07	164,042.21	74,612.44	158,083.31	38,849.86	383,311.53	880,368.42	12,724
March 2023	64,966.63	154,404.57	65,774.33	114,636.12	43,599.09	365,833.63	809,214.37	12,239
April 2023	47,896.59	54,020.61	24,117.29	44,589.42	17,935.48	126,387.47	314,946.86	5,169
May 2023	47,189.45	27,166.47	13,315.39	28,990.29	9,626.30	70,807.41	197,095.31	5,831
June 2023	45,024.35	75,557.51	46,051.90	67,344.89	17,895.71	216,183.64	468,058.00	9,313
July 2023	46,489.32	165,350.88	137,815.43	184,173.87	68,299.43	594,300.55	1,196,429.48	12,663
August 2023	56,153.85	214,431.66	61,956.17	139,721.40	71,473.28	509,291.57	1,053,027.93	11,449
September 2023	35,517.24	77,728.84	34,446.83	71,728.63	35,995.85	235,588.83	491,006.22	6,946
<b>Totals</b>	<b>\$ 602,567.55</b>	<b>\$ 1,246,301.90</b>	<b>\$ 605,702.71</b>	<b>\$ 1,274,130.52</b>	<b>\$ 506,951.23</b>	<b>\$ 3,645,034.03</b>	<b>\$ 7,880,687.94</b>	<b>108,496</b>

Contract Year Ended 9/2024	Enterprise 1	Enterprise 2	National	Avis	Budget	Hertz	Total	Passenger Deplanements
October 2023	\$ 27,534.12	\$ 65,360.73	\$ 26,875.02	\$ 47,204.35	\$ 18,249.91	\$ 149,555.27	\$ 334,779.40	6,290
November 2023	23,295.41	35,509.41	14,154.85	21,430.47	5,140.22	152,014.35	251,544.71	5,390
December 2023	15,949.62	98,684.23	31,698.67	83,203.08	23,530.93	344,215.25	597,281.78	11,894
January 2024	41,241.68	153,830.23	81,062.29	169,707.67	55,237.74	529,988.76	1,031,068.37	12,163
February 2024	29,540.20	122,984.43	56,543.77	143,158.86	34,165.80	360,114.50	746,507.56	14,176
March 2024	45,419.66	167,892.54	59,843.58	158,485.82	64,996.21	376,338.73	872,976.54	14,323
April 2024	21,649.52	50,628.28	19,318.83	43,602.89	13,402.47	106,651.55	255,253.54	5,537
May 2024	15,109.25	41,239.49	23,975.96	31,303.78	13,708.82	101,320.78	226,658.08	5,980
June 2024	27,538.23	91,929.28	37,204.89	79,946.93	38,185.50	216,455.21	491,260.04	10,551
July 2024	35,125.70	212,876.95	142,621.52	196,160.62	66,903.23	654,837.05	1,308,525.07	13,038
August 2024	30,377.94	272,333.66	87,001.17	199,651.94	76,850.73	536,402.29	1,202,617.73	12,593
September 2024	28,488.22	108,959.35	47,812.22	83,786.37	32,270.08	260,849.00	562,165.24	8,459
<b>Totals</b>	<b>\$ 341,269.55</b>	<b>\$ 1,422,228.58</b>	<b>\$ 628,112.77</b>	<b>\$ 1,257,642.78</b>	<b>\$ 442,641.64</b>	<b>\$ 3,788,742.74</b>	<b>\$ 7,880,638.06</b>	<b>120,394</b>

Contract Year Ended 9/2025	Enterprise 1	Enterprise 2	National	Avis	Budget	Hertz	Total	Passenger Deplanements
October 2024	\$ 27,230.10	\$ 67,482.56	\$ 27,206.85	\$ 63,381.74	\$ 22,348.25	\$ 146,944.50	\$ 354,594.00	6,550
November 2024	23,590.98	36,481.35	11,612.88	34,757.61	11,814.09	79,949.50	198,206.41	5,336
December 2024	27,204.72	82,271.86	47,041.83	83,664.83	36,843.69	283,039.39	560,066.32	13,812
January 2025	42,036.71	194,388.57	86,761.93	223,712.41	82,639.92	545,353.56	1,174,893.10	12,814
February 2025	28,819.40	178,834.11	83,938.31	181,213.35	75,063.11	416,694.04	964,562.32	15,864
March 2025	33,254.17	225,481.05	115,994.20	214,856.73	88,139.43	473,904.09	1,151,629.67	16,700
April 2025	17,831.99	60,398.07	15,839.20	48,600.50	21,949.88	97,469.26	262,088.90	5,931
May 2025	16,217.02	40,330.66	18,809.33	41,899.08	19,421.36	87,663.76	224,341.21	7,205
June 2025	17,408.87	105,863.14	49,477.81	76,611.04	47,388.54	208,923.22	505,672.62	12,552
July 2025	48,375.08	217,117.34	187,264.34	191,754.69	94,903.84	701,141.90	1,440,557.19	15,533
August 2025	26,973.07	243,774.75	77,585.66	204,437.21	125,767.52	507,638.89	1,186,177.10	15,092
September 2025	30,195.57	114,357.52	40,762.43	85,921.73	71,314.85	263,408.64	605,960.74	10,328
<b>Totals</b>	<b>\$ 339,137.68</b>	<b>\$ 1,566,780.98</b>	<b>\$ 762,294.77</b>	<b>\$ 1,450,810.92</b>	<b>\$ 697,594.48</b>	<b>\$ 3,812,130.75</b>	<b>\$ 8,628,749.58</b>	<b>137,717</b>

Contract Year Ended 9/2026	Enterprise 1	Enterprise 2	National	Avis	Budget	Hertz	Total	Passenger Deplanements
October 2025	\$ 30,371.62	\$ 67,716.03	\$ 27,135.64	\$ 62,087.32	\$ 53,139.93	\$ 161,917.81	\$ 402,368.35	8,827
November 2025	17,197.21	38,251.81	14,973.85	23,117.76	23,691.33	80,291.62	197,523.58	6,463
December 2025	27,870.37	131,713.49	49,719.10	95,135.88	51,948.68	252,188.57	608,576.09	16,163
January 2026	28,798.88	236,373.66	112,086.83	243,809.34	96,475.99	592,810.84	1,310,355.54	14,235
February 2026	28,362.25	212,000.54	105,216.16	183,951.30	107,332.41	439,706.18	1,076,568.84	16,634
March 2026	19,601.45	193,599.13	90,024.86	148,642.51	114,762.38	381,366.72	947,997.05	16,358
<b>Totals</b>	<b>\$ 152,201.78</b>	<b>\$ 879,654.66</b>	<b>\$ 399,156.44</b>	<b>\$ 756,744.11</b>	<b>\$ 447,350.72</b>	<b>\$ 1,908,281.74</b>	<b>\$ 4,543,389.45</b>	<b>78,680</b>

**Friedman Memorial Airport (SUN)**  
**Rental Car Concessions - Off-Airport -**  
**Historical Gross Revenues (As Reported)**

Contract Year	Moment
<u>Ended 9/2024</u>	
July 2024	3,650.00
August 2024	540.00
September 2024	-
Totals	<u>\$ 4,190.00</u>

Contract Year	Moment
<u>Ended 9/2025</u>	
October 2024	\$ 117.00
November 2024	-
December 2024	3,650.00
January 2025	14,240.00
February 2025	2,382.50
March 2025	6,840.00
April 2025	-
May 2025	684.00
June 2025	-
July 2025	1,987.50
August 2025	562.50
September 2025	1,050.00
Totals	<u>\$ 31,513.50</u>

Contract Year	Moment
<u>Ended 9/2026</u>	
October 2025	\$ 1,350.00
November 2025	-
December 2025	6,965.00
January 2026	14,775.00
February 2026	3,956.25
March 2026	1,900.00
Totals	<u>\$ 28,946.25</u>

**EXHIBIT D – SAMPLE RENTAL CAR CONCESSION AND LEASE  
AGREEMENT**

RENTAL CAR  
CONCESSION AND LEASE AGREEMENT  
BETWEEN  
FRIEDMAN MEMORIAL AIRPORT AUTHORITY  
AND

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RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the FRIEDMAN MEMORIAL AIRPORT AUTHORITY, Blaine County, Idaho, hereinafter referred to as "Authority" and \_\_\_\_\_, a \_\_\_\_\_ organized in the State of \_\_\_\_\_, hereinafter referred to as "Concessionaire;"

WITNESSETH:

WHEREAS, the Authority is the administrator and operator of the FRIEDMAN MEMORIAL AIRPORT, hereinafter referred to as "Airport", located in the City of Hailey, Blaine County, State of Idaho, and is authorized to grant leases for real property and premises at Airport for the promotion, accommodation and development of commerce, commercial and general aviation air transportation; and

WHEREAS, car rental services at Airport are essential for proper ground transportation of passengers arriving at and departing from Airport; and

WHEREAS, the Authority desiring to make said services available at Airport, has solicited and received proposals to provide such services and the Concessionaire is prepared, equipped and qualified to perform said services; and

NOW THEREFORE, in consideration of the concession rights granted herein and the mutual covenants and agreements hereinafter contained, the parties hereto agree, for themselves, their successors and assigns, as follows:

1. CONCESSION RIGHTS GRANTED

A. The Concessionaire is hereby awarded a Concession and Lease Agreement, hereinafter referred to as "Agreement" to operate a rental car business at Airport on a non-exclusive basis in common with others for the sole purpose of arranging and providing rental car services. The Concessionaire shall not conduct any other business at Airport without the prior written consent of the Authority.

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

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

D. Concessionaire is a \_\_\_\_\_ and is authorized to do business in the State of Idaho under the brand name or brand name(s) of \_\_\_\_\_, and shall do business at Airport under that brand name or brand names as that entity.

## 2. DEFINITIONS

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

A. "Airport Director" shall mean the Airport Director of the Airport, or his or her designee.

B. "Gross Revenues" as used herein shall mean, as determined in the reasonable discretion of the Authority, all amounts charged to its customers by Concessionaire for or in connection with agreements it secures through its operations and business at Airport, regardless of whether such amount is actually paid to or received by Concessionaire. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Concessionaire by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Concessionaire's operations at Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Concessionaire's customers and without regard to whether the vehicles or other products are returned to Airport or to some other location.

All transactions made at the Airport or attributable to customers arriving at the Airport in the last forty-eight (48) hours are to be transactions included as a part of Gross Revenues. Concessionaire agrees that it will not divert or allow to be diverted any automobile revenues from the Airport to any off-Airport location and that Gross Revenues shall include any and all such diverted transactions. Additionally, transactions made within a twenty-five (25) mile radius of the Airport property boundary will be attributed to a customer arriving at the Airport within the last forty-eight (48) hours unless specifically identified as a Non-Airport Customer.

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

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

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

2. Those fees referred to in this Agreement as Customer Facility Charges, "CFC's" which for the purpose of this Agreement shall include all customer facility charges, authorized pursuant to Resolution 2026-01, as may be amended;

3. Amounts received as insurance proceeds or otherwise for loss of or damages of vehicles or other property of Concessionaire;

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

5. Reimbursements for amounts actually paid to unrelated third parties for towing, parking tickets, tolls and windshield replacement.

C. "Non-Airport Customer" shall mean any customer that has confirmed in writing on their rental car contract with the Concessionaire that he or she has not deplaned from the Airport within the last forty-eight (48) hours.

D. "Operations Year" shall mean October 1 through September 30 of each year.

E. "Premises" shall mean collectively those leasehold areas at Friedman Memorial Airport which are a place; where Motor Vehicles owned or leased by Concessionaire for commercial rental are delivered, parked, or stored, by Concessionaire or its employees; or, where Concessionaire's employees or officials are present to transact Concessionaire's business and/or do transact such business; or, where Concessionaire's logo is displayed; or, that is advertised in any way related to Concessionaire's business; or, that is equipped for conducting business with, without limitation, an Concessionaire computer terminal, business telephone, or electronic platform; or, where commercial Transactions and/or business are conducted in any manner whatsoever. The subject of this Agreement is the "Premises."

F. "Rental Car" or "Motor Vehicles" shall mean motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, four-wheel drive vehicles, passenger vans, sport utility type vehicles, and pick-up trucks rated one-ton or less. Concessionaire shall not park, store or rent from Premises any vehicles except Motor Vehicles as defined herein that it owns or rents and are properly available for rental as provided herein.

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

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

### 3. TERM

A. The term of this Agreement shall be three (3) years commencing October 1, 2026 and ending September 30, 2029 unless sooner terminated or canceled as hereinafter provided.

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

#### 4. USE OF PREMISES

Concessionaire shall use and occupy the Premises solely for the purpose of maintaining a commercial Rental Car location and conducting a non-exclusive commercial Rental Car operation, as defined herein. Any occupancy, use, activity, display or product not specifically permitted herein shall be and is hereby prohibited, except as by separate express prior written permission from the Authority and under such terms and conditions as the Authority, in its sole discretion, shall determine.

Permitted uses, if such activities are conducted in a place and in a manner permitted by the Authority, shall be limited to the following:

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

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

C. Identification of Concessionaire's counter/office/queuing position, ready/return rental vehicle parking blocks and vehicle storage by signs or logos in numbers, size, color, design, content and type as approved in advance in writing by the Authority.

D. The right of ingress and egress to and from the Premises, over Airport roadways, subject to such reasonable rules and regulations as may be established by Airport as respecting such use and subject to law.

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

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

#### 5. ACCEPTANCE OF PREMISES

The Concessionaire agrees that its Premises, as defined in Article 6 - PREMISES of this Agreement, have been inspected by Concessionaire and are accepted and will be occupied by Concessionaire on an "as is" basis. The Concessionaire specifically waives any covenants or warranties regarding the Premises, including but not limited to any warranty of suitability and warranty of fitness.

6. PREMISES

The Authority hereby leases to Concessionaire the following Premises, hereinafter referred to as "Premises", as designated on Exhibit A and Exhibit B, attached hereto and made a part hereof. Said Premises are more particularly described as follows:

A. Counter/Office/Queuing Position: The Authority hereby leases to Concessionaire position number \_\_\_\_ ( ) of the counter/office/queuing area in the Terminal Building, consisting of \_\_\_\_\_ ( ) square feet.

B. Ready/Return Parking Area: The Authority hereby leases to Concessionaire Block #\_\_ in the Upper Level Parking Lot containing \_\_\_\_ parking spaces and Block #\_\_ in the Lower Level Parking Lot containing \_\_\_\_ parking spaces.

7. CONCESSION FEE, RENTS, AND FEES

A. Concession Fee - The Concessionaire shall pay to the Authority a Concession Fee annually, outlined below, as compensation for the Concession Privilege granted to it pursuant to this Agreement:

1. Concession Fee – the greater of either:
  - a. ten percent (10%) of the Concessionaire’s annual Gross Revenues (“Percentage Concession Fee”); or
  - b. the respective yearly amount shown below as the Concessionaire’s Minimum Annual Guaranteed fee “MAG”:

October 1, 2026 to September 30, 2027	\$ _____
October 1, 2027 to September 30, 2028	\$ _____
October 1, 2028 to September 30, 2029	\$ _____

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

Monthly payment shall be the greater of 1/12<sup>th</sup> of the respective year’s MAG or 10% of reported gross revenues for the previous month. The MAG payment shall be paid in advance on the first (1<sup>st</sup>) day of each month during each Operations Year, until such time as the Concessionaire has paid to the Authority an amount equal to the respective annual MAG identified in Section 7(A)(1)(b) above. On or before the 15th of each and every month the Concessionaire shall provide the Authority with i) a signed and certified Report of Gross Revenues for the preceding month ii) payment of any percentage concession fee shown to be due for the preceding month, as designated on Exhibit C, attached hereto and made a part hereof. If Concessionaire is operating more than one brand under this Agreement, it shall report Gross Revenues by each individual brand. Additionally, Concessionaire shall report rentals and gross revenues attributable to any FBO rentals separately from rentals and gross revenues attributable to the Terminal Building customers.

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

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

B. Rent for Premises - The Concessionaire shall pay to the Authority, in advance, on the 1<sup>st</sup> day of each month the following rent:

1. For the period commencing October 1, 2026 through September 30, 2027, Concessionaire shall pay the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) per square foot per annum for \_\_\_\_\_ (\_\_\_\_) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing October 1, 2027 and October 1, 2028 the per square foot per annum rent shall be the same per square foot per annum rate paid by other tenants at the Airport.

2. For the period commencing October 1, 2026 through September 30, 2029, Concessionaire shall pay the \_\_\_\_\_ Dollars (\$\_\_\_\_\_), per month for its Upper Level Parking Block and \_\_\_\_\_ Dollars (\$\_\_\_\_\_), per month for its Lower Level Parking Block.

C. Collection of CFCs - The Concessionaire shall collect the CFCs on behalf of the Airport and remit to the Authority, in accordance with the Authority's CFC resolution, the full amount of the Transaction Day fee collected from each Rental Car customer. If Concessionaire is operating more than one brand under this Agreement, it shall report CFCs collected by each individual brand.

D. Additional Fees

1. Additional Vehicle Storage may be made available to Concessionaire upon written request to the Airport Director which may be leased on a month-to-month basis for a specified area. The rate for additional vehicle storage will be determined by the Authority. The location of additional vehicle storage will be determined by the Authority. The availability of storage parking is not guaranteed.

2. Other charges may include charges for special items or activities including, but not limited to employee parking, badging fees and fees for rental car vehicles parked in unauthorized areas or spaces not assigned to the Concessionaire. The Authority may assess reasonable, non-discriminatory charges for these special items or activities.

3. These additional fees payable by Concessionaire, shall be paid by Concessionaire to Authority no later than twenty (20) days following receipt by Concessionaire of billing therefor.

E. Any and all payments due to the Authority by Concessionaire shall be remitted to the following address:

Friedman Memorial Airport  
1616 Airport Circle  
Hailey, ID 83333

F. Year End Adjustments to Concession fees, Rents and Fees.

Within ninety (90) days following the end of each Operations Year, the Concessionaire shall submit to the Authority a statement certified as complete and correct by an independent Certified Public Accountant and prepared in accordance with generally accepted accounting principles, showing the amount of Gross Revenues for the previous Operations Year "Certified Statement". In the event the amount of payments made during the preceding Operations Year exceeds the total of any payments due for such Operations Year, the excess payment shall be credited against the payments for the next Operations Year, except that any excess payment during the final Operations Year of this Agreement will be returned to the Concessionaire within sixty (60) days after the Authority's acceptance of the final Certified Statement described in this Article. Concessionaire shall submit separate system generated reports for each brand name operated.

## 8. FAILURE TO PAY RENT OR FEES

A. No demand for rent or fees need at any time to be given. In the event Concessionaire fails to pay rents, fees, charges or billings as required under the provisions of this Agreement after the payments become due, as described in Article 7 – CONCESSION FEE, RENTS, AND FEES, interest at the maximum legal rate, or 18% per annum, whichever amount is greater, shall be assessed until fully paid. The implementation of this provision shall not preclude the Authority from terminating this Agreement for default in the payment of rents, fees or charges, or from enforcing any other provisions contained herein or pursuing any other remedy allowed by law and/or equity.

B. Failure to pay the amounts due or comply with any other of the Concessionaire's financial obligations to the Authority under this Agreement, shall entitle the Authority to re-enter and take possession of the Premises upon giving the Concessionaire ten (10) days advance written notice of its intent to do so, if said monetary default has not been remedied within said ten (10) day period. However, the Authority may extend the time period to correct the default if, in its opinion, due diligence is shown by the Concessionaire in curing the default.

C. The Authority's agents or employees shall not be liable for any civil or criminal claims or cause of action because of entering the premises and improvements at reasonable times and in a reasonable manner to carry out the provisions of this Article.

D. All payments hereunder shall be considered delinquent if not received by the fifteenth (15<sup>th</sup>) of the month due. If the fifteenth (15<sup>th</sup>) of the month is a Saturday, Sunday or Federal holiday, that payment shall be delinquent if not received on the following business day.

## 9. FINANCIAL CONDITIONS

A. Security: During the term of this Agreement, the Authority shall require the Concessionaire to deliver (and thereafter maintain current for the entire term of this Agreement) a Performance Bond in the amount of twenty-five percent (25%) of the average of the Concessionaire's three years Minimum Annual Guarantees, in order to secure the performance of all of Concessionaire's obligations under this Agreement, including without limitation, the payment of all the percentages, minimums, fees, charges and costs set out herein.

B. Records of the Concessionaire: The Concessionaire covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type or operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise satisfactory to the Authority for the determination of any CFC, Concession fee, or any other computation which may be necessary or essential in carrying out the terms of this Agreement. In the event the Concessionaire institutes an audit of its own records, the Authority reserves the right to receive a copy of said audit. Concessionaire shall keep and maintain for a period of not less than sixty (60) months after the expiration or termination of this Agreement, true and accurate records, accounts, books and data accounting for all business conducted at Airport. Concessionaire agrees to operate its business at Airport so that a duplicate rental agreement invoice, computer generated, shall be issued with each Transaction, whether for cash or credit. Concessionaire shall submit separate system generated reports for each brand operated.

C. Audit: The Authority reserves the right, at the Authority's expense, to inspect all of the Concessionaire's financial records for the purpose of verifying Gross Revenues and CFCs. The Authority shall give Concessionaire fourteen (14) days written notice of said inspection of records. Further, the Authority reserves the right to demand an independent audit conducted in accordance with generally accepted auditing standards of all the Concessionaire's financial records, including, but not limited to, those maintained in Hailey. If, as a result of said audit, it is determined that the Concessionaire has understated the Gross Revenues by three percent (3%) or more per Operations year, the entire expense of said audit shall be borne by the Concessionaire. Any additional percentage fee due shall be paid by the Concessionaire to the Authority, with interest thereon at the maximum legal rate allowed or 18% per annum, whichever is greater from the date such additional fees became due which is the day under reporting commenced.

D. All records, accounts, books and data accounting of Concessionaire shall be provided in electronic format.

E. Penalties: Concessionaire recognizes that the Authority will incur additional costs if records requested by the Authority are not provided in a timely manner and the amount of those

costs is difficult to establish with certainty. Consequently, a penalty shall be established as follows:

1. If Concessionaire has not provided any record requested by the Authority within thirty (30) days after said request was submitted to Concessionaire, Concessionaire shall pay the Authority One Hundred Dollars (\$100.00) per day until all such records have been provided to Authority. The per day penalty will continue to accrue, in addition to interest, at the greater of the maximum legal rate allowed or 18% per annum, until all records requested by the Authority are satisfied and payment of penalty shall not be offset against any other amount due the Authority.

#### 10. SURRENDER OF PREMISES

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

#### 11. DAMAGE OR DESTRUCTION

##### A. Leased Premises

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

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

terminate on the date of notification by the Authority as specified in this Article. In such event, the Authority agrees to use its best efforts to obtain adequate substitute space for Concessionaire.

B. Other Airport Property

In the event of damage or destruction of Airport property caused by the Concessionaire, its agents, employees, or equipment, Concessionaire agrees to repair, reconstruct, or replace the affected property to essentially the same condition which existed prior to such damage or destruction, to the extent that same is not covered by insurance required under this Agreement. Concessionaire further agrees to cause such repair, reconstruction or replacement of affected property with due diligence.

12. INDEMNITY AND WAIVER OF DAMAGES

Concessionaire agrees to fully indemnify, save and hold harmless the City of Hailey, Blaine County, Authority, their Board Members, officers, elected officials, agents or employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to Concessionaire or to third persons or their property, caused by the fault or negligence in whole or in part of the Concessionaire, its agents, sublessees, contractors or employees in the use and occupancy of the Premises, except to the extent caused by the grossly negligent or willful act or omission of the indemnified party, its tenants, subtenants, agents, contractors or employees. Provided that Authority shall give to Concessionaire prompt and reasonable notice of any such claims or actions, Authority shall have the right to investigate, compromise and defend the same, provided that such claim is not the result of the negligent or willful act or omission of the indemnified party, its tenants, subtenants, agents, contractors or employees.

Concessionaire agrees, to the extent allowed by law, to save and hold harmless Concessionaire from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to Authority or to third persons or their property, caused by the fault or negligence in whole or in part of Authority, its agents, lessees, sublessees, contractors or employees in the use and occupancy of the Premises, except to the extent caused by the grossly negligent or willful act or omission of the Concessionaire, its agents, sublessees, contractors or employees.

13. INSURANCE

A. The Concessionaire shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of Idaho and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be standard commercial general liability covering all operations of the Concessionaire and shall include, but not be limited to, general commercial liability; broad form property damage coverage and bodily injury coverage; automobile including owned, non-owned, leased and hired; contractual coverage, including the obligations of Article 12 – INDEMNITY AND WAIVER OF DAMAGES, herein; and independent contractors coverage. The Authority, the City of Hailey, and Blaine County, its elected and appointed officials, agents and employees, shall be included as

additional insureds with respect to Concessionaire's use of Airport and the Premises which are subject of this Agreement. The Concessionaire shall, promptly after execution of this Agreement, furnish to the Authority appropriate certificates of insurance evidencing coverage effected and to be maintained for the term of this Agreement. The coverage shall not be less than Five Million Dollars (\$5,000,000) combined single limit or split limits equal to and not less than Five Million Dollars (\$5,000,000) for bodily injury and property damage with respect to each occurrence.

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

C. This Article 13 – INSURANCE shall be subject to periodic adjustments.

#### 14. HAZARDOUS SUBSTANCES

A. The Authority shall indemnify, defend and hold the Concessionaire harmless from any and all costs due to Hazardous Substances that Concessionaire establishes flowed, leached, diffused, migrated, or percolated into, onto, or under the Premises from adjacent properties after the term of the Agreement commences and for any and all costs arising from any contamination of, adverse effects on the environment, or release of Hazardous Substances from the Premises.

B. Concessionaire agrees to indemnify, defend and hold harmless the Authority from any and all claims, damages, from or in connection with the presence of Hazardous Substances in or on the Premises, unless the Hazardous Substances are present as a result of the sole negligence, willful misconduct, or other acts of the Authority, its agents, employees, contractors or invitees. Without limitation of the foregoing this indemnification shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. With respect to cleanup of any contamination from any Hazardous Substances on the Premises, the Authority and Concessionaire agree to work together to approve cleanup criteria and investigation, monitoring and remediation activities for the Premises that comply with all municipal, state, and federal laws, rules and regulations are consistent with (i) commercial/industrial uses at the Premises compatible with current zoning, and (ii) with commercial/industrial redevelopment of the Premises in the future. The Authority will not unreasonably withhold approval of an institutional control with respect to the Premises, as may be reasonably required by governmental authorities for issuance of no further action, or similar site closure documentation, consistent with this provision.

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

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

15. HAZARDOUS SUBSTANCES STORAGE

A. The Concessionaire is solely responsible for taking all steps and actions to remove or remediate any Hazardous Substances or any other environmental contamination on or under the Premises that are a result of the Concessionaire's use or occupancy of the Premises pursuant to Article 14 of this Agreement. The Concessionaire is responsible for the protection of public health and safety and the environment from actual or potential harm and is obligated to ensure that the Premises are in compliance with all Environmental Laws. If any remediation work is required, Concessionaire, at its sole expense, shall perform all work required and provide to the Authority for approval, a written plan of action for completing said remediation work.

B. Hazardous Substances

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

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

3. Concessionaire shall promptly notify the Authority and any and all adjacent property tenants, in writing, if Concessionaire has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be released, discharged or disposed of, on, in, under or from the Premises. Concessionaire shall immediately take such action as is necessary to report to governmental agencies as required by Environmental Laws and to detain the spread of and remove, to the satisfaction of any governmental agency having jurisdiction, any Hazardous Substances released, discharged or disposed of as the result of or in any way connected with the conduct of Concessionaire's business, and which is now or is hereafter determined to be unlawful or subject to governmentally imposed remedial requirements subject to Article 14.C of this Agreement.

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

16. TAXES

The Concessionaire shall be liable for and pay when due all taxes and assessments of every kind and nature that may arise by virtue of the execution of this Agreement. This obligation shall include, but not be limited to, taxes imposed on the leasehold interest on the Premises, or any part thereof, any improvements at any time situated thereon any personal property of the Concessionaire or any trade fixtures. Concessionaire shall also be responsible for payment of any other statutory tax or other fiscal obligations imposed by applicable local, state or federal laws with respect to Concessionaire's agents, employees, or Concessionaire's property, occupancy of, or other activities on the Premises. Nothing herein shall prevent the Concessionaire from protesting through due process, any taxes levied. Upon any termination of this Agreement, all taxes levied, or a lien upon any said property or taxable interest therein shall be paid in full without proration by the Concessionaire forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between the attachment of the lien and issuance of statement.

17. RIGHTS OF THE AUTHORITY

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

B. The Authority reserves the right to direct, in its sole discretion, all activities of the Concessionaire at Airport in the event of an emergency.

C. The Authority reserves the right to direct, at its discretion, Concessionaire's operations in the event that Concessionaire's operations are unreasonably interfering with the use by others of Airport and/or Premises; e.g. to restrict the use of "public" areas of Airport in favor of the traveling public.

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

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

F. The Authority reserves the right to establish and enforce rules and regulations for the conduct of activities and uses permitted herein including, without limitation, minimum hours of operation if the Authority determines that the needs of the traveling public are not being met.

G. The Authority reserves the right to assess penalties to the Concessionaire for non-performance.

H. The Authority shall not be obligated to, but reserves the right, to permit off-Airport Rental Car companies to operate or conduct business at Airport. Concessionaire acknowledges that Authority may enter into agreements and/or permits with companies providing rental car services from fixed based operator locations and off-Airport locations.

#### 18. GOVERNMENT RESERVATIONS AND RESTRICTIONS

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

A. It is understood and agreed to by Concessionaire that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, et seq., Section 308 of the Federal Aviation Act of 1958 and as amended.

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

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

D. This Agreement shall be subordinate to the provisions of any existing or future agreement between the United States Government and the Authority relative to the use, operation or maintenance of 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 Airport, by the provisions of the Capital Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of Airport now or in the future; provided however, that the Authority shall, to the extent permitted by law, use its best efforts to cause any such agreement to include provisions protecting and preserving the rights of Concessionaire in and to the Premises and improvements thereon.

19. ADDITIONAL OBLIGATIONS OF CONCESSIONAIRE

The Concessionaire hereby covenants and agrees:

A. That the Rental Cars used by the Concessionaire at Airport shall be maintained, at the Concessionaire's sole expense, in good, safe and operative order, free from mechanical defects, and in a clean, neat and attractive condition, inside and outside. Concessionaire shall provide a fleet of no fewer than fifty (50) rental cars for rent at Airport. Concessionaire shall have available, at all times, a sufficient number of vehicles to meet all reasonably foreseeable demands of the traveling public. Vehicles available shall be of recent manufacture (not more than two (2) model years old and less than 40,000 miles). Airport Director may approve a temporary waiver of the two (2) model year and/or 40,000 mile requirements, upon specific written request by the Concessionaire, to accommodate periods of vehicle supply shortages or as other circumstances dictate.

B. That the facilities shall be open to serve the public seven (7) days per week and hours of operation shall be such that passengers of flights arriving or departing from the terminal will be accommodated. Minimum counter operations hours are from one-half hour prior to the first scheduled arrival until one-half hour after the actual arrival time of the last flight. Concessionaire shall promptly remove returned vehicles to prevent any overflow from its allocated parking areas or otherwise interfere with other concessionaires or the Airport. The Airport may at its reasonable discretion require the Concessionaire staff at least one employee on-duty two (2) hours prior to the first departure in the event the Concessionaire is not promptly removing returned vehicles, in the sole determination of the Airport. Concessionaire shall adjust their online reservation system to reflect the hours of any published change in airline flight schedules at the Airport, as they are made known to Concessionaire, in order to allow for rentals through those new airline flight arrival and departure times. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. Concessionaire may advise the Airport Director of the optimum hours of operation, but the final determination shall be made by the Airport Director based on their assessment of adequate service levels for the Airport.

Concessionaire understands and agrees that its operation at the Airport shall include the non-exclusive right to provide rental cars and customer service to passengers utilizing the FBOs. The Airport expects Concessionaire to provide expanded hours as necessary to accommodate rentals to FBO customers and passengers from diverted aircraft.

C. Concessionaire shall provide and maintain at all times qualified on-site management/supervision personnel who have demonstrated experience, knowledge, skills and abilities to carry out day-to-day operations and to serve as the primary point of contact between Concessionaire and Airport.

D. Concessionaire's personnel performing services at Airport shall not engage in any driving practices on the Premises or Airport that violate speeding or other driving laws and they shall practice safe driving techniques. Concessionaire's personnel that are deemed to have violated any standard driving rules and regulations or who are found to be driving in an unsafe manner may be subject to action from the Authority in addition to any action taken by Concessionaire.

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

F. Concessionaire shall not engage in deceptive business practices such as misleading or luring the public into purchasing a product or service.

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

H. Personnel are prohibited from parking personal vehicles in ready/return areas. Parking of employee vehicles is prohibited at the Premises. Concessionaire's employees shall be required to park Airport designated employee lots. Parking of employee vehicles at the Premises or other non-designated areas will result in Concessionaire being assessed a penalty for each violation.

I. Concessionaire agrees parking of vehicles and equipment by the Concessionaire, its agents, servants, employees or licensees shall be restricted to those areas leased by Concessionaire. Concessionaire shall not reconfigure the layout or use of its leased Ready/Return Area without prior, written approval by the Authority.

J. Inside storage of material is required. There shall be no outside storage of junk, salvage vehicle parts, non-operational equipment, unused or damaged equipment or material, solid waste, or debris. Wrecked or non-operational Motor Vehicles shall be removed from the Premises as soon as possible, but in all cases within three (3) days.

K. Concessionaire shall have the right, during the term hereof, at its own expense, at any time and from time to time, to install, maintain, operate, repair and replace any and all Authority's approved trade fixtures, removable structures, and other personal property used from time to time in its operations at Airport, all of which shall be and remain the property of Concessionaire except as herein provided, and may be removed by Concessionaire prior to the expiration of the term of this Agreement, provided, however, that the Concessionaire shall repair any damage to the structures caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute Concessionaire a holdover, but all such property not removed upon termination of the Agreement shall be deemed abandoned and thereupon be the sole property of the Authority. The Authority may reject said trade fixtures or personal property and require Concessionaire to reimburse the Authority for the cost to dispose of said fixtures and/or personal property. It is understood, for the purposes of this Article, that the phrase "trade fixtures" shall include but not be limited to any removable structures, signs (electrical or otherwise) used to identify Concessionaire's Premises, equipment, whether or not such machinery or equipment is bolted or otherwise attached to the Premises; any lift hoist, compressor, or other mechanical devices used to service automotive vehicles, and all other miscellaneous equipment.

L. In accordance with the Authority Grant Assurances, Concessionaire shall take appropriate action to protect instrument and visual operations at Airport. Concessionaire shall adequately clear and protect Airport operations by removing, lowering, relocating, and marking

all lighting hazards on their Premises including shading or adjusting lighting to prevent glare, installation of obstruction lighting as instructed by the Authority.

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

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

O. That it shall not engage in any business or other activity that will intentionally or unintentionally divert business and/or customers from Airport to an off-site office, parking lot, garage, etc., for any purpose whatsoever, including, but not limited to, writing of sales agreements off-Airport premises. If the Authority believes, in its sole opinion, that the Concessionaire is engaging in such diversion of business or other activity described hereinabove, it reserves the right to inspect Concessionaire's records, regardless of whether such records pertain to activities at Airport or off-Airport premises. Failure to permit such inspection or rectify any violations provided herein shall be subject to the Authority's right as specified in Article 25 – AUTHORITY'S RIGHT OF CANCELLATION. In addition, the Authority shall have the right to include such business or other activity within the definition of Gross Revenues and the right to recover any amounts lost as a result of any diversion of business from Airport.

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

Q. The Authority shall be the sole and final judge of the quality and the adequacy of the services furnished by the Concessionaire as specified herein. In the event the Authority determines that Concessionaire has failed to comply with the requirements hereunder with respect to the quality and adequacy of its services, the Authority may, upon thirty (30) days written notice, exercise its right to terminate this Agreement as per Article 25 – AUTHORITY'S RIGHT OF CANCELLATION, contained herein. However, the Authority may, in its sole discretion, extend the time for compliance if, in its opinion, the Concessionaire is making progress in complying with the requirements of this Agreement.

R. Liquidated Damages. Concessionaire recognizes that Concessionaire's failure to adhere to the operating requirements set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, cause the Authority to incur additional costs, and reduce the amount of revenues to Authority. This includes Concessionaire's failure to timely submit required reports and records. The parties hereby agree that total damages sustained by to Authority for violations of the

provisions of this Agreement would be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the Liquidated Damage amounts, set forth below for violation of Agreement terms are reasonable estimates of the losses anticipated to be suffered or incurred by Authority. Concessionaire, therefore, hereby agrees that imposition of the Liquidated Damages set forth below is fair and reasonable and Concessionaire agrees to pay, immediately upon demand by Authority, the following amounts as Liquidated Damages upon the occurrence of breaches in any Operations Year:

- \$100 per occurrence - first occurrence
- \$200 per occurrence – second occurrence
- \$300 per occurrence - third occurrence
- \$1,000 per occurrence – fourth or more occurrences

Liquidated Damage amounts shall not be assessed unless the violation continues for more than three (3) calendar days after the Authority has given Concessionaire written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Authority has given Concessionaire notice of the same violation more than twice during any Operations Year, no written notice shall be required prior to assessment of Liquidated Damages.

As an exception to the foregoing, violations of Section 20(B) may result in the immediate assessment of Liquidated Damages, without written notice by the Authority or opportunity to cure.

The Authority's failure to impose Liquidated Damages for any violation of the requirements set forth above shall not waive any right or prohibit the Authority from doing so for subsequent violations.

## 20. SUBSTITUTION OR PROVISION OF NEW FACILITIES

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

A. The Authority agrees to set aside counter/office/queuing position, ready/return rental vehicle parking blocks and storage spaces for use by the Concessionaire.

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

C. Except as modified by the substitution of facilities and the fee adjustments as provided for herein, this Agreement shall continue in full force and effect without change or modification until the expiration or termination of the Agreement.

21. UTILITIES, CONSTRUCTION AND MAINTENANCE – TERMINAL BUILDING AND READY/RETURN RENTAL VEHICLE PARKING BLOCKS

A. Authority's obligations: The Authority shall provide the Concessionaire with the following:

1. Utilities to the leased counter/office/queuing position, except as hereunder stated; and
2. Security lights, signposts, and maintenance of same to the leased ready/return rental vehicle parking blocks.

B. The Authority shall provide snow removal and general maintenance of the Ready/Return lot parking area. Concessionaire is expected to attend the pre-season snow removal meeting and coordinate with the Airport to ensure efficient snow removal operations in the ready/return parking area.

C. Concessionaire's obligations: The Concessionaire shall be responsible for providing the following:

1. All items not provided by the Authority in Paragraph A of this Article;
2. Maintenance of office space, janitorial and garbage service for the counter/office/queuing position; Concessionaire shall not use outside receptacles provided by Airport for disposing of garbage. The Authority provides receptacles solely for the traveling public's use.
3. Maintenance of ready/return rental vehicle parking blocks including signs.
4. Concessionaire agrees to cooperate with the Authority with the provision and installation of new communication services such as paging, courtesy phones, flight and baggage information systems, etc., necessary to properly operate Airport. Concessionaire is responsible for all communication and computer services required to operate its Rental Car business.

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

E. If Concessionaire damages any portion of the Premises, it shall immediately notify the Authority, which as soon as reasonably practical under the circumstances, shall repair or cause repairs to be made, including with respect to the structure, electrical, plumbing, structural and door repair and window replacement, and Concessionaire shall pay or reimburse the Authority the reasonable cost of such repairs and/or replacement within fifteen (15) days of being provided an invoice therefor.

## 22. ALTERATIONS AND IMPROVEMENTS

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

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

C. Inside storage of material is required. Outside storage is not permitted. There shall be no outside storage of junk, salvage vehicle parts, non-operational equipment, unused or damaged equipment or material, solid waste or debris.

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

E. Upon providing notice, if possible, the Authority or its duly appointed representatives shall have the right to enter the Concessionaire's Premises to:

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

2. Perform any and all things which the Concessionaire is obligated to perform and has failed after reasonable written notice to perform, including: maintenance, repairs and replacements to the Concessionaire's Premises or to respond to any public health or safety emergency. Notwithstanding the above, in the event of an emergency condition, the Authority or its duly appointed representatives shall have the right to enter the Concessionaire's Premises to perform maintenance repair or replacement.

3. Undertake the maintenance, repair or replacements requested by the Authority if the Concessionaire refuses or neglects to make any repairs necessitated by the negligent acts or omissions of the Concessionaire, its employees, agents, servants or licensees. The Authority shall have the right to make such repairs on behalf of and for the Concessionaire if Concessionaire has not commenced such repairs with five (5) days after written notice by the Authority. Such work shall be paid for by the Concessionaire within ten (10) days following demand by the Authority for said payment at the Authority's standard rates plus any administrative costs.

F. Concessionaire will be responsible for the adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of the Concessionaire's operations at the Premises in a manner and area designated by the Authority. The Concessionaire agrees to provide and use suitable closed receptacles for all garbage, trash and other refuse in its Premises. Piling of boxes, cartons, barrels or similar items shall not be permitted in open areas. Outside storage is

prohibited.

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

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

### 23. ADVERTISING AND SIGNAGE

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

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

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

### 24. CONCESSIONAIRE'S PERSONAL PROPERTY/TRADEMARKS

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

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

trademark or copyright arising from any alleged or actual unfair competition or other similar claims arising out of the operations of Concessionaire under or in any way connected with this Agreement.

## 25. AUTHORITY'S RIGHT OF CANCELLATION

In addition to any conditions as specified herein and all other remedies available to the Authority, this Agreement shall be subject to cancellation by the Authority should any one or more of the following occur:

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

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

C. If the Concessionaire shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Agreement, or the Authority has a reasonable basis to believe the Concessionaire will fail in the same, or the Concessionaire engages in conduct or activity detrimental to the operations of the Authority, provided that upon the happening of any contingency recited in this Article or a reasonable basis to believe any such contingency will happen, the Concessionaire shall be given written notice to correct or cure such default, failure to perform or breach. If, within thirty (30) days from the date of such notice, the default, breach or complaint shall not have been corrected in a manner satisfactory to the Authority, then and in such event, this Agreement and all of Concessionaire's rights under this Agreement shall automatically terminate. The Authority shall extend the time period to correct the default, if, in its sole opinion, due diligence is shown by the Concessionaire in curing the default.

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

If under any of the foregoing provisions of this Article the Authority shall have the right to re-enter and take possession of the Premises, the Authority may enter and eject the Concessionaire and those claiming through or under it and remove its property and effects (using force, if necessary) without being guilty of any manner of trespass; without any liability therefore; without prejudice to any remedies of the Authority in the event of default by the Concessionaire; and without liability for any interruption of the conduct of the affairs of Concessionaire or those claiming through or under it.

26. CONCESSIONAIRE'S RIGHT OF CANCELLATION

In addition to all other remedies available to the Concessionaire, this Agreement shall be subject to cancellation by Concessionaire should any one or more of the following occur:

- A. The permanent abandonment of Airport.
- B. The issuance of any order, rule or regulation by the Federal Aviation Administration or its successor federal agency, or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of Airport for scheduled air transportation.
- C. The breach by the Authority of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the Authority and the failure to remedy such breach for a period of sixty (60) days after written notice from Concessionaire of the existence of such breach.
- D. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of Airport and its facilities in such manner as to substantially restrict the Concessionaire from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

27. CONCESSIONAIRE'S RIGHT OF ABATEMENT

In any Operations Year where the total deplanements at the Airport decline by 15% or more as compared to the prior Operations Year, the Concessionaire's MAG for such Operations Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Authority reasonably determines during any Operations Year that a MAG reduction is likely, the Authority may waive the Concessionaire's obligations to remit the monthly 1/12th MAG installment payments for any period of time the Authority deems appropriate in its sole discretion, but Concessionaire shall continue to remit the Percentage Privilege Fee each month regardless.

28. REPLACEMENT CONCESSIONAIRE

Authority reserves the right to replace, through proposal procedure, or through negotiation, a vehicle rental Concessionaire, if this Agreement is terminated prior to the end of its term, upon the same terms and conditions as exist in this Agreement, including the same termination date.

29. ASSIGNMENT AND SUBLETTING

A. The Concessionaire shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, sublet or sublease, transfer or encumber any of Concessionaire's rights in and to this Agreement, or to the fixed improvements, or any interest therein, nor license or permit the use of the rights herein granted in whole or in part, without the prior written consent of the Authority which shall not be unreasonably withheld; provided, Concessionaire or anyone acting on behalf of Concessionaire shall provide the Authority no less than 120 days written notice

of any requested assignment, sublet, transfer or encumbrance. Concessionaire agrees to provide all sub-lease agreements to the Authority, and the Authority shall have the right to approve or deny any request by Concessionaire to sub-lease within their Premises.

B. The prohibition set forth in Article 29 – ASSIGNMENT AND SUBLETTING – Paragraph A. includes, without limitation, any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Concessionaire’s corporate, partnership or proprietary structure. Notwithstanding the above and provided that the Concessionaire shall be in full conformance with the terms of this Agreement, including the payment of all fees, rents and charges, and other obligations, Concessionaire shall have the right to assign the Agreement and leasehold improvements to a limited liability corporation, a corporation with which it may merge or consolidate, to any parent or subsidiary of Concessionaire or subsidiary of Concessionaire’s parent, or to a purchaser of substantially all of Concessionaire’s assets, if the assignor executes an agreement acceptable to the Authority with an assignee which is acceptable to the Authority and which has the financial ability to perform and assume all of Concessionaire’s obligations hereunder.

C. A violation of any term or condition of this Agreement by any sublessee shall, after notice to Concessionaire and an opportunity to cure as set forth in this Agreement, constitute a default by Concessionaire under this Agreement. Concessionaire shall be responsible to cure any such default subject to notice and cure period provided in Article 25 – AUTHORITY’S RIGHT OF CANCELLATION – Paragraph C. Concessionaire shall also be fully liable and responsible to the Authority for any injury or damage sustained by the Authority to the extent caused by any such default, whether by Concessionaire or by any sublessee. If an event of default has occurred due to any action or inaction by a sublessee and has not been cured, the Authority shall be entitled to pursue all remedies provided in this Agreement, including without limitation eviction proceedings against Concessionaire and the sublessee.

### 30. SEVERABILITY

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

### 31. LEGAL CLAIMS AND ATTORNEY FEES

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

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Concessionaire, this Agreement or the breach of any covenant or condition of this Agreement, or for the restitution of the Premises to the

Authority and/or eviction of Concessionaire during the term of this Agreement, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Authority by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Hailey, Idaho.

32. APPROVAL OR DIRECTION BY AUTHORITY

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

33. PERFORMANCE BY AUTHORITY

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

34. LIENS OR ENCUMBRANCES

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

35. CIVIL RIGHTS

A. General Civil Rights Provisions. In its activities within the scope of its airport program, the Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire. The above provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the airport remains obligated to the Federal Aviation Administration.

B. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter

referred to as the “Concessionaire”), agrees as follows:

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

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

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

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

5. Sanctions for Noncompliance: In the event of a Concessionaire’s noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Concessionaire will include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the Sponsor to enter into any litigation

to protect the interests of the Sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

D. Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race,

color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Nondiscrimination Acts And Authorities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Concessionaire will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

### 36. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, related to the airport concession disadvantaged business enterprises (ACDBE) program. The Concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The Concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Each year Concessionaire no later than January 15th shall provide to Authority the following annual ACDBE information: the name and address of each certified ACDBE with which it has done business during the past federal fiscal year (October through September), a description of the nature of the services performed by and/or items purchased from each firm named, and the total amount spent with each firm named. The Authority may request additional information as necessary for its required reporting. Concessionaire may use a form of detail satisfactory to the Authority.

This Agreement is subject to a contract goal for ACDBE participation as per 49 CFR Part 23. The current contract goal is set at zero in accordance with the Department of Transportation's Frequently Asked Questions dated December 1, 2025. The contract goal may change commensurate with updated Federal regulations.

### 37. PRIOR AND COLLATERAL AGREEMENTS

This Agreement shall constitute the entire Agreement between the parties and no other stipulation, agreement or understanding, written or oral, expressed or implied of the parties hereto or their agents, relating to the Agreement and use of the Premises demised herein, shall limit or modify its terms.

### 38. SUBMISSION OF AGREEMENT

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of or option for leasing the Premises. This document shall become

effective and binding only upon execution and delivery hereof by the Authority and Concessionaire. No act or omission of any officer, employee or agent of the Authority shall alter, change or modify any of the provisions hereof.

39. RELATIONSHIP OF THE AUTHORITY AND CONCESSIONAIRE

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

40. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Authority to any act by Concessionaire requiring Authority's consent shall not be deemed to waive consent to any subsequent similar act by Concessionaire.

41. SURVIVAL OF INDEMNITIES

All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Concessionaire shall, at the Authority's option, defend the Authority at Concessionaire's expense by counsel satisfactory to the Authority.

42. BINDING EFFECT; CHOICE OF LAW

The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof; subject to any provisions hereof restricting assignment or subletting by Concessionaire, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Venue for any legal action shall be in the Fifth Judicial District for the State of Idaho, in and for the County of Blaine.

43. HOLDOVER POSSESSION OF PREMISES BY CONCESSIONAIRE

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

44. NOTICES

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

AUTHORITY: Airport Director  
Friedman Memorial Airport  
1616 Airport Circle  
Hailey, ID 83333

CONCESSIONAIRE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

45. TIME OF ESSENCE

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

46. PARAGRAPH HEADINGS

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

47. AUTHORITY OF CONCESSIONAIRE’S REPRESENTATIVE

As an inducement to the Authority to execute this Agreement, the undersigned representative of Concessionaire represents that he/she is expressly authorized to execute this Agreement and to bind Concessionaire to the terms and conditions hereof and acknowledges that the Authority is relying upon this representation, authorization and execution.

IN WITNESS WHEREOF, the parties hereto have executed this Concession and Lease Agreement on the day and year below written.

FRIEDMAN MEMORIAL AIRPORT AUTHORITY:

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Martha Burke, Chair

CONCESSIONAIRE:

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

STATE OF IDAHO )  
 )  
 ss.  
BLAINE COUNTY )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public for the State of Idaho, personally appeared **Martha Burke**, known or identified to me to be the Chair of the Friedman Memorial Airport Authority, and the person who executed the instrument on behalf of said Authority, and acknowledged to me that such Authority executed the same.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
 s  
 )  
 s.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_, and the person who executed a the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

EXHIBIT A

SAMPLE

EXHIBIT B

SAMPLE

EXHIBIT C

MONTHLY REVENUE REPORT

FRIEDMAN MEMORIAL AIRPORT (SUN)  
RENTAL CAR MONTHLY REPORT OF GROSS REVENUES

FOR THE MONTH OF \_\_\_\_\_

CONCESSIONAIRE \_\_\_\_\_

Gross Revenue:	
Time and Mileage	\$ _____
Fuel	\$ _____
Insurance	\$ _____
Ancillary Charges (GPS, Car Seats, Etc)	\$ _____
Airport Concession Recovery Fee	\$ _____
Miscellaneous	\$ _____
Less: Refunds, Discounts, Coupons, Other credits	\$ _____
 Subtotal	 \$ _____
 Percentage Concession Fee Due - 10%	 \$ _____
 Less: Monthly Guarantee paid 1st of month:	 \$ _____
 Concession Fee Balance Due (1)	 \$ _____
 Total Number of Rental Contracts	 _____
 Total Number of Rental Days	 _____
 CFC Due (2)	 \$ _____
 <b>Amount Due with this Report (1) + (2)</b>	 <b>\$ _____</b>

Concessionaire Official Signing and Certifying accuracy of information on this report:

Signature \_\_\_\_\_  
Typed Name & Title \_\_\_\_\_  
Date Signed \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

REMIT THIS FORM AND PAYMENT TO: FRIEDMAN MEMORIAL AIRPORT  
1616 AIRPORT CIRCLE  
HAILEY, ID 83333