

AUTOMOBILE RENTAL CONCESSION AND LEASE

THIS AUTOMOBILE RENTAL CONCESSION AND LEASE (the Agreement) made and entered into _____, 20__ by and between the following:

CITY OF BILLINGS, MONTANA, hereinafter designated "Lessor"

and

_____, hereinafter designated "Concessionaire"

WITNESSETH

WHEREAS, Lessor owns and operates Billings Logan International Airport, (hereinafter called "Airport"), and the Airport Terminal Building situated in the City of Billings, State of Montana, and

WHEREAS, Concessionaire is engaged in the operation of an automobile rental business and is prepared, equipped, and qualified to supply an adequate number of current model automobiles in good mechanical condition and appearance for the operation of an automobile rental business at the Airport Terminal Building, and

NOW THEREFORE, in consideration of the benefits to be derived, the parties hereto agree as follows:

1. LEASED PREMISES AND USAGE RIGHTS. Lessor leases to Concessionaire certain premises, together with improvements and certain attendant privileges, uses and rights, as hereinafter specifically set forth.

A. The Leased Premises covered by this Agreement shall be as follows:

(1) Counter areas on the ground floor of the Airport Terminal Building of approximately _____ square feet, described as Car Rental Counter #____, as set forth on Exhibit A, and by said reference made a part of this Agreement.

(2) Prorated share of ready and return auto parking positions in the designated parking areas west of the Airport Terminal Building as set forth on Exhibit B, and by said reference made a part of this Agreement, as long as Lessor deems it feasible. The locations may be changed from time to time by written notice to the Concessionaire thirty (30) days prior to the change.

(3) Prorated share of the remote Quick Turn Around (QTA) Facilities, inclusive of the exclusive use preparation/detail bays, common use prewash/mud removal bays, preferential use automated wash bays, vehicle fueling system, and vehicle parking areas as set forth in Exhibit C, and by said reference made a part of this Agreement.

B. Lessor grants to Concessionaire the following privileges, uses and rights, all of which shall be nonexclusive on the Airport.

(1) The right, license, privilege and obligation to operate an automobile rental service at the Airport Terminal Building for the purpose of renting automobiles to airline passengers and other persons who may request such service at the Airport.

(2) The right of access over and across roadways serving the Airport, by Concessionaire, Concessionaire's agents, employees, patrons and invitees, suppliers of service, and furnishers of material.

(3) The right to install and operate appropriate counter signs at the Airport Terminal Building, subject to prior written approval of the Director of Aviation and Transit, which approval shall not be unreasonably withheld.

C. The granting of the privileges and rights and its acceptance by Concessionaire is conditioned upon the following covenants:

(1) The right to use said Airport facilities in common with others authorized to do so shall be exercised, subject to and in accordance with the laws of the United States of America, State of Montana, local ordinances, and all applicable rules and regulations of Lessor now in force or hereafter prescribed or promulgated.

(2) Concessionaire will not transact car rental business at any other location on the Airport that is not designated in this Agreement, unless written permission is first obtained from the Director of Aviation and Transit.

(3) Depreciation and Investment Credit. Neither Concessionaire nor any successor of Concessionaire under this Agreement may claim depreciation or an investment credit with respect to the Leased Premises under the Internal Revenue Code of 1986, as amended. Concessionaire hereby makes an irrevocable election binding on it and its successors in interest under this

Agreement, not to claim such depreciation or investment credit with respect to the Leased Premises.

(4) Useful Life of the Facility. Concessionaire and Lessor agree that the term of this Agreement does not exceed eighty percent (80%) of the reasonably expected economic life of the property or facilities covered by this Agreement. Concessionaire represents and acknowledges that it has no option or right to purchase or acquire any interest in the personal or real property subject to this Agreement.

2. INSTALLATIONS BY LESSOR AND CONCESSIONAIRE. In the Airport Terminal Building Car Rental Counter area, as shown on Exhibit A, the Airport ready and return parking area, as shown on Exhibit B, and the QTA Facilities, as shown on Exhibit C, Concessionaire shall provide all leasehold improvements not provided by Lessor, including, but not limited to, office interior partitions, additional lighting fixtures, utility services and connections, decorations, and all other fixtures, fittings, equipment and supplies.

A. Any planned for improvements require the review and written approval of the Director of Aviation and Transit prior to commencing any such improvements.

B. Concessionaire shall make payment promptly to all persons supplying labor or materials for work and shall not permit any lien or claim to be filed against the Lessor.

3. TERM. The term of this Agreement shall be for a period of five (5) years commencing on the 1st day of April 2011, and ending on the 31st day of March 2016. A Contract

Year means the twelve-month period beginning April 1 of each year of this Agreement.

4. FEES AND RENTALS. The Concessionaire shall pay concession fees, space rental, and use fees associated with its business activities and use of the Airport facilities as follows:

A. Concession Fees. For the concession privileges granted herein, Concessionaire shall pay Lessor, during the term of this Agreement, the greater of a guaranteed Minimum Annual Guarantee (MAG) or 10 percent (10%) of the Gross Receipts on its annual operations. Gross Receipts shall mean all monies paid or payable, whether for cash, credit or otherwise of any kind and nature, and regardless of when or whether paid for to the Concessionaire, for all rentals and services authorized under this Agreement, excepting only those items specifically set forth below.

(1) Gross Receipts shall include, but are not limited to the following:

(a) The aggregate amount of all monies paid or payable to Concessionaire for all sales and rentals made and services performed at the Airport, including fees, charges, and rentals for any accessory items (baby seats, ski racks, etc.) unless specifically excluded herein.

(b) All monies paid or payable for charges made to collect, cover, or reimburse Concessionaire for fees, rent, or charges paid to Lessor for the concession privileges granted herein.

(c) All monies paid or payable for sales, rentals and services for customers whose business originated at the Airport.

(d) All monies paid or payable to Concessionaire for one-way rentals originating at Billings.

(e) Credits provided to customers for costs that would not normally be a customer's responsibility to pay for, but were incurred by the customer during the rental, for such items to include, but not limited to, emergency repairs, rental over charges or billing errors, will be reflected as an offset to reported Gross Receipts.

(f) Amounts received for acceptance of or sale by Concessionaire of any insurance products that are retained by the Concessionaire in the form of a commission, sales fee, profit, etc.

(g) All monies paid or payable for underage or additional driver charges.

(2) Gross receipts shall exclude the following:

(a) Federal, State, and county or municipal taxes, now in effect, or hereafter levied, which are separately stated and collected from Concessionaire's customers.

(b) Amounts received as insurance proceeds, or otherwise, for damages to autos and other property of the Concessionaire.

(c) Sums received from the loss or abandonment of Concessionaire's automobiles.

(d) Sums received from customers for damages and third

party charges such as traffic fines, towing, and tolls.

(e) Amounts collected from the Customer Facility Charge (CFC), which are separately stated and collected from Concessionaire's customers.

(f) Amounts collected pursuant to a rental agreement for prepaid fuel (fuel service option) or reimbursement fuel (fuel recharge option).

(g) Off-Airport vehicle sales.

(3) Said Concession Fee shall be paid within twenty (20) days after the beginning of each calendar month based on 10% of the Gross Receipts from the previous month. A report, as set forth in Exhibit D, and by said reference made a part of this Agreement, shall accompany the payment that summarizes Gross Receipts from all rental agreements into a monthly total. Total monthly Gross Receipts should be reconciled to the Concessionaire's general ledger on a monthly basis.

(4) At the end of each Contract Year, in the event the ten percent (10%) of the annual Gross Receipts calculation for a given Contract Year is less than the MAG for that Contract Year, Concessionaire shall pay to Lessor the difference required to equal the amount of its MAG for that Contract Year. The following are the Concessionaire's MAG amounts:

First Year \$_____

Second Year \$ _____

Third Year \$ _____

Fourth Year \$ _____

Fifth Year \$ _____

(5) In the event that the MAG for any Contract Year is greater than the ten percent (10%) of Gross Receipts paid to Lessor during any Contract Year, the Concessionaire shall, within thirty (30) days after the end of the Contract Year, remit a payment for the balance of the MAG that exceeds the total of the ten percent (10%) of the annual Gross Receipts remitted to the Lessor for that Contract Year.

(6) In the event of a reduction of twenty percent (20%) or more in Gross Receipts of the combined car rental agencies located in the Airport Terminal Building, when compared with the same period in the preceding year, the MAG shall be temporarily suspended, provided however that the ten percent (10%) of all Gross Receipts provision shall remain in full force and effect. The MAG will resume immediately once the Gross Receipts of the combined car rental agencies is no longer 20% less than the Gross Receipts when compared with the same period in the preceding year. The MAG will be prorated for the period of time the MAG was suspended.

(7) In the event that Concessionaire chooses to directly charge Concessionaire's customers, clientele, and other third parties, a fee, specifically

to collect, cover, or reimburse Concessionaire for the percentage of Gross Receipts paid or due to Lessor, as required in this Section 4, Subsection A, said fee shall not exceed eleven and one-tenth percent (11.1%) of the eligible charges. The reimbursement fee shall be individually identified on Concessionaire's Rental Contract Form and in any form of advertising, including phone quotes, as a "Concession Fee." Concessionaire shall not in any form or means, indicate or refer to the percentage of Gross Receipts charge as a form of tax.

B. Terminal Building Space Rentals. During the term hereof, Concessionaire shall pay the following space rentals for the use of the Car Rental Counter area in the Airport Terminal Building designated on Exhibit A:

<u>PERIOD</u>	<u>SQUARE FEET</u>	<u>ANNUAL RATE</u>	<u>TOTAL MONTHLY RENTAL</u>
4/1/11 thru 6/30/11		\$45.35	\$
7/1/11 thru 6/30/12		*	\$
7/1/12 thru 6/30/13		*	\$
7/1/13 thru 6/30/14		*	\$
7/1/14 thru 6/30/15		*	\$
7/1/15 true 3/31/16		*	\$

*Rate to be the same as that charged for air carrier counter space in the Airport Terminal Building. To be determined annually and changed on July 1 each year.

(1) Terminal Building Space rentals shall be payable in equal monthly installments in advance and without demand, on the first day of each month of this Agreement commencing with the term thereof.

C. Terminal Area Ready and Return Spaces. For the use of the Terminal Area Ready and Return Spaces, the beginning rate is \$31.91 per space per month for _____ spaces, or \$_____ per month. These rental rates will be adjusted annually at the beginning of Contract Year Two and each subsequent Contract Year for the term of this Agreement, equivalent to the percentage change in the previous year's Consumer Price Index for All Urban Consumers (CPI-U). In no case will the rate per Ready and Return Space per month be less than \$31.91.

The Terminal Ready and Return Spaces for the first year of this Agreement are identified on Exhibit B, and by said reference made part of this Agreement. The relative location of each Concessionaire's Ready and Return Area will remain unchanged during the term of this Agreement; however, at the end of the first Contract Year and the end of each subsequent Contract Year for the term of this Agreement, said spaces shall be reassigned as follows:

(1) For each Contract Year of this Agreement, the total twelve (12) months of Gross Receipts generated by all Concessionaires will be divided into each of the individual Concessionaire's twelve (12) months of Gross Receipts for the same Contract Year to calculate a percentage of the total Automobile Rental Concessions Gross Receipts.

(2) Said percentages will then be applied to the total Terminal Ready and Return Spaces to determine the number of Terminal Ready and Return Spaces that will be allocated for Concessionaire's use in the next Contract Year. Concessionaire shall be responsible to pay the rentals required for the revised number of Terminal Ready and Return Spaces.

(3) Terminal Area Ready and Return Space rentals shall be payable in equal monthly installments in advance and without demand, on the first day of each month of this Agreement commencing with the term thereof.

D. QTA Facility Ground Rental. For the use of the QTA Facility, ground rental will be charged. The beginning rate is \$0.28 per square foot per annum for _____ square feet of the facility ground area, \$_____ annually, or \$_____ per month. This rental rate will be adjusted annually at the beginning of Contract Year Two and each subsequent Contract Year for the term of this Agreement, equivalent to the percentage change in the previous year's CPI-U. In no case will the rate per square foot per annum be less than \$0.28.

In the event that the construction of the QTA Facility is not completed by the Agreement commencement date, April 1, 2011, and the Date of Beneficial Occupancy (DBO) will occur after the Agreement commencement date, the Concessionaire will continue to use the existing car wash and maintenance facilities currently being used and that are being replaced by the new QTA. The use of the existing facilities will continue according to the terms of the expiring Automobile

Rental Maintenance Facility and Ground Lease entered into on the 26th day of March 2007, which Lease will be extended automatically on a month by month basis until the new QTA can be occupied. The rental rates in place at the expiration of the Automobile Rental Maintenance Facility and Ground Lease will remain in effect until the new QTA is complete and ready for Concessionaire's use.

The total QTA Facility ground area included in the calculation of the ground rental for the first year of this Agreement is identified in Exhibit C, and by said reference made a part of this Agreement. At the end of the first Contract Year, and the end of each subsequent Contract Year for the term of this Agreement, said ground space shall be reallocated as follows:

(1) For each Contract Year of this Agreement, the total twelve (12) months of Gross Receipts generated by all Concessionaires will be divided into each of the individual Concessionaire's twelve (12) months of Gross Receipts for the same Contract Year to calculate a percentage of the total Automobile Rental Concessions Gross Receipts.

(2) Said percentages will then be applied to the total QTA Facility ground area available to determine the allocation of the QTA Facility ground space that will be allocated for Concessionaire's use in the next Contract Year. Concessionaire shall be responsible to pay the rentals required for the revised square footage for the QTA Facility ground area.

(3) Ground rentals shall be payable in equal monthly installments in

advance and without demand, on the first day of each month of this Agreement commencing with the term thereof.

E. QTA Exclusive Use Preparation and Detail Space. Concessionaire's designated QTA exclusive use preparation/detail space is identified on Exhibit C, and by said reference made a part of this Agreement. This space will remain the Concessionaire's for use during the term of this Agreement. The rental for this space is included in the QTA Facility ground rental. This exclusive use space is the Concessionaire's operating space, and all costs associated with that operation will be the responsibility of the Concessionaire. Utility billings for the Preparation/Detail Space will be billed to the Concessionaire based on actual usage and are due upon receipt of the invoice. Utilities include the electricity, natural gas, water, sewer, and trash collection.

F. QTA Joint Use Space.

(1) Prewash/Mud Removal Facility. The three-bay prewash/mud removal facility is a first-come, first-serve facility to be used for removing heavier dirt/mud. Concessionaire will be billed for the use of this facility through an allocation based on a "Common Use Formula." The formula will prorate ten percent (10%) of the monthly cost of the facility equally among all car rental Concessionaires, and ninety percent (90%) of the cost will be allocated based on the percentage of the Concessionaire's monthly use in relation to the total monthly use by all Concessionaires. That percentage will

be applied against the identified operation and maintenance costs incurred for that month, allocated accordingly to Concessionaire, billed to Concessionaire monthly, and is due upon receipt of the invoice.

(2) Automated Wash Facility. The three-bay automated wash facility is a preferential use facility. This means that while Concessionaire is assigned to use a specific automatic wash bay as identified on Exhibit C, there will be times when the automatic wash equipment in that bay or one of the other bays will be out of operation for repair. During those times, all Concessionaires will need to utilize the remaining wash bays until all wash bays are operational. Use charges for the automated wash facility will be billed through an allocation using the percentage of Concessionaire's monthly uses versus total monthly uses of all users. That percentage will be applied against the identified operation and maintenance costs incurred for that month, allocated accordingly to Concessionaire, billed to Concessionaire monthly, and is due upon receipt of the invoice.

(3) Fueling Facility. The QTA fueling facility will be a first-come, first-serve operation. Usage data will be captured during the month and used to calculate the total fuel purchased. The Lessor will purchase fuel and bill Concessionaire based on the fuel price at the time of use. Lessor will utilize a markup from the purchase price to provide for operational and maintenance costs to operate the fueling facility. Those costs include, but are not limited to,

licensing, inspections, repairs, and updates. The markup on the fuel will not exceed \$.08 per gallon. Fuel usage will be billed every two weeks and payment is due upon receipt of the invoice.

(4) Vehicle Storage Space. The rental for the vehicle storage space is included in the QTA Facility ground rental. No specific allocation will be made. However, in the event of a dispute, an equitable solution will be determined by the Director of Aviation and Transit.

G. Default of Payment, Records, Reporting Requirements, and Audit.

(1) Default of Payment. Without waiving any other right or action available to the Lessor, in the event of default in payment of rentals, charges, or fees herein for a period of ten (10) days or more, Concessionaire shall pay to Lessor interest thereon at the rate of one and one-half percent (1.5%) per month from the date such item was due and payable until paid in full. Said interest shall not apply with respect to disputed items being contested in good faith by Concessionaire and which are resolved in Concessionaire's favor.

(2) Records and Reporting Requirements. Concessionaire shall keep and maintain the following records and make the following reports:

(a) Within twenty (20) days after the close of each calendar month for the term of this Agreement, Concessionaire shall submit to the Director of Aviation and Transit, in a form and with detail satisfactory to the Director of Aviation and Transit, a statement of its

Gross Receipts during the preceding month from its operation at the Airport upon which the percentage payments to Lessor are computed and shown; the form of said statement is set forth in Exhibit D, and by said reference made a part of this Agreement. Said statement shall be signed by an authorized representative of Concessionaire and shall include any supporting documentation and calculations. Concessionaire shall keep full and accurate books and records showing all of its Gross Receipts pertaining to operations at the Airport, and Lessor shall have the right, through its representatives, at all reasonable times, to inspect said books and records. All of said records and instruments will be made available to Lessor at the Concessionaire's Airport premises for at least a three (3) year period.

(b) All rental agreement forms used by Concessionaire in its operations at the Airport under this Agreement shall be pre-numbered or electronically assigned. Concessionaire shall maintain records and controls pertaining to the rental agreement forms used at the Airport and summarize them in a monthly report. Missing numbers must be satisfactorily accounted for. The rental agreement forms used at the Airport shall be available for inspection and examination at all times by Lessor or a duly authorized representative.

(c) Concessionaire shall furnish to Lessor, within ninety

(90) days after the close of each Contract Year, a written statement at Concessionaire's sole cost and expense prepared by a financial officer of Concessionaire, or an independent certified public accountant employed by Concessionaire, stating to the Lessor that Concessionaire's reports during the preceding Contract Year were pursuant to this Agreement and made in accordance with the terms of this Agreement. Such statement shall also contain a list of the Gross Receipts as shown on the books and records of Concessionaire, which were used to compute the fees paid to Lessor during the period covered by the statement. The Concessionaire will also submit supporting documentation and calculations for Lessor's review and records.

(3) Audit. The Lessor has the right to audit the Concessionaire at any time during the term of this Agreement and for two (2) years following the expiration of the term. The audit will not necessarily be limited to the rental and privilege fee portion of this Agreement, but can be directed at an assessment of any aspect of this Agreement as it pertains to the operation at Billings Logan International Airport, at the discretion of the Lessor. Audits by Lessor shall be undertaken by a reputable firm of independent certified public accountants. The cost of said audits shall be borne by Lessor, unless the results reveal a discrepancy of more than five percent (5%) between the Gross Receipts reported in accordance with this Section 4, Subsection A hereinabove,

and the Gross Receipts as determined by audit for any Contract Year. In case of such discrepancy, the full cost of the audit shall be borne by Concessionaire and any additional percentage fee due shall be paid by Concessionaire to Lessor, with interest thereon at one and one-half percent (1.5%) per month from the date such additional percentage fee became due until paid.

5. CUSTOMER FACILITY CHARGE.

A. Customer Facility Charge (CFC) means the amount charged by the Lessor and required to be collected by the Concessionaire from its customers for each Contract Day, for a maximum of fourteen (14) Contract Days, for each automobile rented under an Automobile Rental Contract entered into on the Airport, or other locations with car pickup occurring at the Airport, regardless of the ownership, area fleet, or location assignment of the vehicle, and without regard to the manner in which, or place at which, the vehicles are furnished to the customer, and without regard to whether the vehicles are returned to the Airport or some other location. The CFC is at all times the property of the Lessor and collected by the Concessionaire as an agent in trust for the Lessor and set forth herein.

B. The CFC revenues collected and remitted to the Lessor will be used to pay eligible costs for designing, constructing, furnishing and equipping the Airport's car rental facilities, annual debt service on any bonds issued to finance the costs of designing, constructing, furnishing, and equipping car rental facilities at the Airport and to establish reserves therefore, and to pay issuance costs of said bonds, as

determined by the Lessor.

C. The Concessionaire shall collect and remit the CFC revenues on behalf of the Lessor based on the following:

(1) An initial CFC rate of three dollars (\$3.00) for each Contract Day for a maximum of fourteen (14) Contract Days shall be levied for each automobile rental entered into by the Concessionaire through its operations at the Airport. Contract Day shall mean a continuous twenty-four (24) hour period or fraction thereof during which an individual car rental customer rents an automobile. In the event the same automobile is rented to more than one customer within such continuous twenty-four (24) hour period, then each such rental shall be reflected as a Contract Day. Following the final twenty-four (24) hour rental period, a grace period not to exceed two (2) hours shall not be considered a new Contract Day. The CFC imposed by the Concessionaire shall be the amount established by the Lessor for all On-Airport Concessionaires. The CFC shall be collected from all customers, including customers receiving complementary or discounted car rentals from the Concessionaire. A copy of the "CFC Ordinance" is attached as Exhibit E, and by said reference made a part of this Agreement.

(2) Commencing on November 1, 2010, (the initial CFC rate effective date), each Concessionaire must collect the appropriate CFC at the time of collection of all other fees and charges associated with the rental of an

automobile. Each Concessionaire shall include the CFC rate in all forms of reservations for automobile rentals and automobile rental advertisements at least thirty (30) days prior to the initial CFC rate effective date. Reservations made thirty (30) days prior to the initial rate effective date, shall be exempt from the CFC stated in the Lessor's initial rate effective notice to Concessionaire. Contracts entered into prior to the initial rate effective date shall also be exempt from the CFC stated in the Lessor's initial rate effective notice to Concessionaire.

(3) The CFC is subject to adjustment by the Director of Aviation and Transit. Upon a determination by the Director of Aviation and Transit and the City's Financial Services Manager that the revenues being collected from the CFC are either more or less than the amount needed to pay the annual costs of debt service and other approved eligible costs, the Director of Aviation and Transit, in consultation with the City's Financial Services Manager, may adjust the CFC rate. The Lessor shall provide written notice to each Concessionaire of any increase or decrease in the CFC rate, and shall specify in such notice the date on which the specific CFC rate becomes effective (the "rate effective date"), which date will not be less than sixty (60) days after notice is provided.

(4) The CFC shall be identified on a separate line of each Automobile Rental Contract entered into on the Airport or elsewhere with car pickup at the Airport, and described as Customer Facility Charge or CFC with

a footnote approved by the Lessor explaining the abbreviation. All of the CFC revenues collected and held by the Concessionaire shall be considered the property of the Lessor.

(5) The Concessionaire shall hold said CFC revenues collected by the Concessionaire in trust and in a fiduciary capacity for the Lessor and shall not hold or have either an ownership or equitable interest in said CFC revenues collected.

(6) The Concessionaire shall maintain records and controls that are sufficient to meet the requirements herein, to demonstrate the correctness of the CFC revenues collected by the Concessionaire, and the amount of CFC revenue collections remitted. Said accounting records shall be made available for inspection and examination at all reasonable times by the Lessor or its duly authorized representative(s). All of said records and instruments will be made available to Lessor at the Concessionaire's Airport premises for at least a three (3) year period. The cost of said audits shall be borne by Lessor, unless the results reveal a discrepancy of more than five percent (5%) between the actual collections and the reported collections in accordance with this Section 5, and the CFC collections as determined by audit for any Contract Year. In case of such discrepancy, the full cost of the audit shall be borne by Concessionaire and any additional CFC revenues due shall be paid by Concessionaire to Lessor, with interest thereon at one and one-half percent (1.5%) per month

from the date such additional CFC revenues became due until paid.

(7) The Concessionaire agrees that on an annual basis, no later than March 1 of each year, it will provide to the Director of Aviation and Transit a statement showing projected Contract Days and Customer Rental Transactions for the forthcoming Contract Year. Each year, the Director of Aviation and Transit shall estimate the CFC to be effective for such Contract Year. The Director of Aviation and Transit will advise the Concessionaire in writing of the amount of the CFC for the upcoming Contract Year at such time. Additionally, the Director of Aviation and Transit reserves the right to adjust the amount of the CFC, at such other times as deemed necessary, upon sixty (60) days prior written notice to the Concessionaire.

(8) The Concessionaire agrees that it will not be entitled to any rights of offset or other reduction in the requirements herein and will remit all CFC revenues collected, to the Lessor, regardless of any amounts that may be owed or due to the Concessionaire by the Lessor.

(9) It is understood and agreed that all CFC revenues required to be collected by the Concessionaire under this Agreement and the CFC Ordinance as set forth in Exhibit E, are pledged for costs of the car rental facilities, including the payment of annual debt service on the Bonds and other obligations pursuant to the Bond documents, and such other costs as agreed to by the Lessor and the Concessionaire with regard to such pledge.

(10) Although the Lessor does not anticipate any legal challenge to the CFC, the Lessor will defend any such challenge. If all or any part of the CFC fails to survive challenge in a court of competent jurisdiction, then the stricken portion of the CFC will be replaced by higher rents and fees, as determined by the Lessor by making adjustments to the rents and fees pursuant to Section 4.

D. The Concessionaire shall furnish to the Lessor, no later than the twentieth (20th) day following each complete calendar month during the Term of this Agreement, a report prepared in a manner satisfactory to the Lessor, of the CFC revenues collected, and the number of Automobile Rental Contracts and Contract Days that occurred during the previous calendar month. The form of said report is set forth in Exhibit D. The CFC revenues collected shall be remitted by the Concessionaire to the Lessor in U.S. dollars without exchange for foreign currency to the address specified in Section 24, no later than the twentieth (20th) day of each month for the preceding calendar month of operations during the entire term of this Agreement.

E. Within ninety (90) days after the end of each Contract Year during the term of this Agreement, the Concessionaire shall employ or have its in-house Certified Public Accountant (hereinafter CPA) provide a letter to the Lessor stating that in the CPA's opinion, the CFC revenues collected by the Concessionaire, and the number of Automobile Rental Contracts and Contract Days during the preceding Contract Year pursuant to this Agreement, were remitted and provided to the Lessor in accordance

with the terms of this Agreement. Such statement shall contain a list by month, showing the CFC revenues collected, the number of Automobile Rental Contracts, and number of Contract Days as shown on the books and records of the Concessionaire that were used to determine the payments made to the Lessor during the period covered by the statement. Payment of any additional amount due as reflected in the CPA statement shall be made to the Lessor at the time the CPA statement is provided to the Lessor.

6. OBLIGATIONS OF CONCESSIONAIRE. As a minimum, the Concessionaire shall have the following obligations:

A. Concessionaire shall maintain and make available a sufficient number of automobiles at the Airport for adequate public service each day of the year, at a fair and reasonable basis to all users of the Airport. Service shall be prompt, courteous, and efficient, and shall be adequate to meet the demand for said service. Concessionaire shall maintain and operate the concession in a first class manner and shall keep the Leased Premises in a safe, clean, orderly and inviting condition at all times, satisfactory to Lessor. Upon written notice to Concessionaire from Lessor, Concessionaire shall correct any and all maintenance or operational problems. If Concessionaire fails to comply within ten (10) days from written notice, Lessor may remedy the problem and charge the cost therefore to Concessionaire.

B. Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and

agree:

(1) That no person, on the grounds of race, color, creed, political ideas, sex, age, or physical or mental disability, shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities, or the exercise of its rights and privileges under this Agreement;

(2) That, in the construction of any improvements on behalf of Concessionaire and the furnishing of services, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, creed, political ideas, sex, age, or physical or mental disability;

(3) That this Agreement is subject to the requirements of the U. S. Department of Transportation's regulations, 49 CFR Part 23. The Concessionaire 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 agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters into, and cause those businesses to similarly include the statement in further agreements.

C. Concessionaire shall furnish its services on a fair, equal, and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable, and nondiscriminatory prices for each unit or service.

D. Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any programs or activity covered by this Subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Lessor that they similarly will undertake affirmative action programs and that they will require assurances from its suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

E. Concessionaire shall at all times retain an active, qualified, competent, and experienced manager to supervise the concession operations at the Airport and be authorized to represent and act for Concessionaire. Concessionaire shall be required to properly uniform or dress its attendants and employees; they shall be clean and neat in appearance at all times. Concessionaire shall not employ any person(s) in or about the concession premises who shall use improper language or act in a loud, boisterous, or otherwise improper manner. Concessionaire shall maintain a close check over its attendants and employees to ensure the maintenance of high standard of service to the

public, the performance of such obligations to be determined at the sole discretion of Lessor.

F. At all times, Concessionaire shall maintain, at its own cost and expense, all of its rental automobiles in good operating order and free from known mechanical defects; said automobiles shall be kept in a clean, neat and attractive condition, inside and out. Concessionaire shall at no time use automobiles whose year model is more than two (2) years older than the current model.

G. Lessor shall provide trash and garbage disposal facilities. Concessionaire shall provide, and use, suitable covered metal receptacles for all garbage, trash, and other refuse. Piling of boxes, cartons, barrels, pallets, tires, batteries or other similar items, in an unsightly or unsafe manner, on or about the Concessionaire's Leased Area, or elsewhere on the Airport by the Concessionaire is prohibited.

H. At the time of execution of this Agreement, and annually thereafter for the term of this Agreement, Concessionaire shall furnish a copy of its City of Billings business license to Director of Aviation and Transit, showing that the required license is in effect and current.

I. Concessionaire shall bear, at its own expense, all costs of operating the concession, and shall pay in addition to rental, all other costs, assessments, insurance, permits and licenses connected with the use of the demised area and facilities.

J. All proprietary improvements, equipment, fixtures, and fittings installed

by the Concessionaire will be maintained in first class condition by the Concessionaire.

K. Concessionaire shall be responsible for its utility connections and payment for services used in connection with its proprietary improvements to its Exclusive Use Leased Areas.

L. Concessionaire shall not sell gasoline on the Airport. Upon execution of this Agreement and upon DBO of the QTA Facility, Concessionaire may service (including gasoline, oil, and other non-major repair services) and store those vehicles owned or controlled by Concessionaire and used only in conjunction with the concession granted hereunder.

M. Concessionaire assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed by Concessionaire in the conduct of its business. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Concessionaire will hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expenses, or liability resulting from any breach of these representations and warranty including all attorneys' fees and costs incurred as a result thereof. Notwithstanding the

preceding, Concessionaire shall not be responsible for hazardous substances that were in existence prior to commencement of this Agreement, or for hazardous substances caused by other parties, including Lessor, outside of the Leased Premises.

7. OBLIGATIONS OF LESSOR. The Lessor shall maintain the structures, facilities and grounds used and leased by the Concessionaire as follows:

A. Airport Terminal Building. The Lessor shall maintain the structure, roof, and outer walls of the Airport Terminal Building and shall furnish heat, air conditioning, lights, and janitorial service.

B. Terminal Area Ready and Return Spaces. Lessor shall maintain the ready and return parking area located within the public parking area included under the provisions of Section 1, Subsection A (2). Lessor will be responsible for installing and maintaining any individual stall signs. The Lessor's responsibility to install these signs shall be limited to one reinstallation per Contract Year. All signs are to be approved by the Director of Aviation and Transit prior to installation.

C. QTA Facilities. The Lessor will maintain and repair the QTA grounds, facilities, and equipment except for the Concessionaire's overhead doors, equipment, lighting, heating, and fixtures installed in Concessionaire's exclusive use preparation/detail space. Lessor will maintain, repair, and provide the following:

(1) Structural deficiencies in the buildings, facilities, and grounds not caused by the Concessionaire, to include the building roof, exterior portions of the building, personnel doors and locks, exterior lighting, main

utility services, heating systems, and the sand/oil separator systems.

(2) All roads, and paved and graveled surfaces.

(3) Snow removal as the Lessor's resources permit.

8. QTA OPERATIONAL PROCEDURES AND RESPONSIBILITIES.

A. The Concessionaire and its employees, agents or contractors shall abide by the following operational procedures for use of the QTA facilities. Since this is a new facility, the operational procedures may need to be altered or updated due to operational changes, equipment modifications, or changed environmental or security conditions. Should operational procedure changes be necessary, updated written procedures will be provided by the Lessor.

(1) All vehicles shall be washed in the prewash or the automated wash facilities. Heavy soil/mud must be removed in the prewash facility only, prior to entering the automated wash facilities. No vehicle washing that includes the spraying of water or use of buckets filled with water used with the intent to clean an automobile's exterior, shall occur on the outside of any of the facilities or in the exclusive use preparation/detail bays. The preparation/detail bay floors may be cleaned with water and a mild detergent, but must only be drained to the building's floor drain, so that all water is contained within this facility.

(2) The prewash bays shall be used on a first-come, first-serve basis. The automated wash bays will be assigned to each Concessionaire in

accordance with Exhibit C.

(3) Proper Use of Facilities and Equipment. As necessary, specific operational procedures will be posted in the fueling, pre-wash, and automated wash areas, and distributed to the Concessionaire once the facility and equipment construction is completed. The Concessionaire is responsible to train and monitor its employee's adherence to these procedures.

(4) Concessionaire shall immediately report all site, facility and equipment damage, malfunctioning equipment, fuel and fluid spills, and vehicle collisions to the Director of Aviation and Transit. Normal business and after hours contact information will be provided to the Concessionaire and updated as necessary.

(5) The Concessionaire's employees shall follow posted site and access road speed limits. No squealing of tires, excessive or high speed turns, or other careless or reckless driving is permitted. All vehicles must remain on the designated paved and graveled surfaces.

(6) The QTA site, facilities, and equipment shall only be used by the Concessionaire for the vehicles in its fleet. Personal vehicles, boats, trailers, recreational vehicles, and equipment shall not be washed, cleaned, fueled, serviced, repaired, or stored at the QTA site.

(7) All trash, garbage and other refuse occurring as a result of the Concessionaire's vehicle wash and detail operation, shall be disposed of in the

approved receptacles provided by the Lessor. Piling of boxes, cartons, barrels, pallets, junked equipment, vehicle parts, tires, or similar items in an unsightly or unsafe manner on or about the premises is prohibited. Items and equipment not associated with the Concessionaire's car rental operation shall not be discarded in the Lessor supplied receptacles.

(8) No oils, fuels, paints, or chemicals shall be washed or poured into the drains at the prewash, preparation/detail and automated wash facilities, into sinks or water closets, on the site's paved and graveled surfaces, or into any storm drainage systems.

(9) Vehicles shall not proceed into or out of the pre-wash or automated wash facilities until the overhead doors are fully open.

(10) Marking, identifying or painting of any interior or exterior space or paved surface is prohibited without the prior written permission of the Director of Aviation and Transit. Concessionaire identification signs will be permitted in certain locations on the site. The location, size, material, and mounting method of the sign(s) must be approved in writing by the Director of Aviation and Transit prior to installation.

(11) Wrecked, damaged, or inoperable vehicles must be removed from the QTA site within ten (10) business days.

(12) Concessionaire shall follow the established after-hours security procedures and report any suspicious, security and safety violations to the

Director of Aviation and Transit.

(13) The Concessionaire shall operate and maintain its exclusive use preparation/detail space, as identified in Exhibit C, and by said reference made a part of this Agreement, to include maintaining and repairing overhead doors and openers. Should an overhead door need to be replaced or repaired, the Concessionaire must use the brand, model and color specified by the Lessor.

(a) Within the Concessionaire's exclusive use preparation/detail space, it shall be Concessionaire's responsibility to install any additional utility connections not provided by the Lessor and to clean and maintain all interior surfaces and flooring and to replace, as needed, all interior lighting.

(b) The Concessionaire may install additional equipment for the purposes of carrying out any of the activities provided for herein, provided that the Concessionaire first obtains the written approval of the Director of Aviation and Transit for any such activities.

(14) Damage to the Leased Premises caused by the Concessionaire, its employees, agents, or contractors will be the sole responsibility of the Concessionaire. Said damage will be repaired by the Lessor and billed to the Concessionaire who shall pay the invoiced damage costs. If damage is found in the Joint Use Space, and the responsible party for the damage to the Joint Use Space cannot be determined, the Lessor will make the repairs and equally

invoice all Concessionaires for the cost and charges associated with the repairs.

All billing for repairs made by the Lessor will be paid within ten (10) days of receipt of invoice.

9. INDEMNIFICATION. The Lessor shall stand indemnified by Concessionaire as herein provided. It is expressly understood and agreed that Concessionaire is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the Lessor shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Concessionaire shall indemnify, save harmless and defend the Lessor from any and all claims asserted against or losses suffered by the Lessor because of any negligent act or omission on the part of the Concessionaire, and Concessionaire shall indemnify the Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Concessionaire expressly agrees that the Lessor shall not be liable to Concessionaire, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or negligence of the Lessor, its officers, agents, or employees.

10. INSURANCE. Concessionaire shall provide and keep in force for the term of this Agreement a commercial general liability policy (occurrence form only), providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than \$1,500,000 per

occurrence.

The commercial general liability policy shall name the CITY OF BILLINGS as a **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy will be excess and noncontributory. In addition, Concessionaire shall procure and maintain in force during the term of this Agreement, liability insurance applicable to the ownership, maintenance, use, or operation of any automobile, mobile equipment, or other ground vehicle at the Airport (including owned, non-owned, or hired) in an amount not less than \$1,500,000 per occurrence and naming the City of Billings as **PRIMARY ADDITIONAL INSURED**; statutory Worker's Compensation insurance; and, other policies of insurance reasonably required by the Lessor. At the time of execution of this Agreement and annually thereafter, Concessionaire shall furnish a Certificate of Insurance showing that the required insurance is in force. The issuer(s) of the policy or policies shall provide no less than thirty (30) days advance written notification to the Lessor of any reductions in the policy coverage, cancellations, or other adverse amendments to the policy or policies impacting the risks covered. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana and that are satisfactory to the Lessor.

If, in the Lessor's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Agreement, Concessionaire agrees that it will increase such minimum limits by reasonable amounts on request of the Lessor.

11. PERFORMANCE BOND. The Concessionaire shall furnish to Lessor a Performance Bond in the amount of seventy percent (70%) of the First Year MAG at least ten (10) days prior to the commencement date of this Agreement. Not less than ten (10) days prior to each

Contract Year anniversary, a Performance Bond will be furnished for the succeeding Contract Year in an amount equal to Seventy Percent (70%) of the MAG for that Contract Year. Said bond is to be provided by a surety company qualified to do business in the State of Montana, acceptable and satisfactory to Lessor, and shall be conditioned to ensure faithful and full observance and performance by the Concessionaire of all the terms, conditions, covenants, and agreements set forth in this Agreement, including timely payment of all monthly and annual fees, rentals, CFCs, and guarantees.

In lieu of a Performance Bond, the Concessionaire, at Concessionaire's option may deposit with the Lessor, a cash amount, or an irrevocable letter of credit equal to the amount of the required bond. In the event Concessionaire chooses to provide a letter of credit as security, the letter of credit shall be irrevocable for the period of performance, and shall be payable on demand by Lessor. Said deposit will be held as security and refunded in full at the end of the term of this Agreement unless used to satisfy the Concessionaire's financial obligations herein.

In the event that Concessionaire fails to provide said security for the first Contract Year as provided herein, Concessionaire will have no rights hereunder. In the event said security is not provided ten (10) days prior to each Contract Year anniversary date, Concessionaire shall be in default and Concessionaire's interest may be terminated.

At least thirty (30) days prior to the expiration of its performance bond, the Lessor shall be notified in writing of the implementation of the replacement bond. Failure to provide the Lessor with a performance bond or other satisfactory instrument prior to the expiration of a current bond shall result in a \$100 daily penalty for each day there is no bond in place, shall be an event of default under the terms of this Agreement, and Concessionaire's interest may be terminated.

12. PARTIAL DAMAGE. If all or a portion of the Airport Terminal Building premises is partially damaged, but not rendered untenable, the same will be repaired with due diligence by Lessor, provided, that if the damage is caused by the negligent act or omission of Concessionaire, its agents, employees or successors, and said damage or destruction is not covered by Concessionaire's insurance coverages, Concessionaire shall reimburse Lessor for the cost and expense incurred in said repair.

13. EXTENSIVE DAMAGE. If the damages referred to in Section 12 above, shall be so extensive as to render the Airport Terminal Building premises untenable, but capable of being repaired, the same shall be repaired with due diligence by Lessor, and the charges payable herein for the Car Rental Counter and associated area, and the Concessionaire's MAG shall abate prorata from the time of said damage or destruction until such time as temporary facilities are provided or said premises are fully restored and certified by Lessor's engineers as ready for occupancy; provided, that if said damage is caused by the negligent act or omission of Concessionaire, its agents, employees, or successors, said fees and charges will not abate and to the extent that said damage or destruction is not covered by Concessionaire's insurance coverages, Concessionaire shall reimburse Lessor for the cost and expenses incurred in said repair. If within twelve (12) months after the time of said damage or destruction said premises are not repaired or reconstructed, Concessionaire may cancel this Agreement in its entirety by giving Lessor thirty (30) days notice in writing.

14. LIMITATION ON LESSOR'S OBLIGATIONS TO REPAIR. As applied in the foregoing Sections 12 and 13, Lessor's obligations shall be limited to repair or reconstruction to the same extent and of equal quality as existed at the time of the damage or destruction. Redecoration and

replacement of furniture, equipment, and supplies shall be the responsibility of Concessionaire, unless damage or destruction was caused by Lessor, and any redecoration, refurbishing and re-equipping shall be of equivalent quality to that originally installed hereunder.

15. TERMINATION. This Agreement shall terminate at the end of the full term hereof without any notice by either party. A holding over by the Concessionaire, its assigns or sublessees beyond the expiration of the term shall not be permitted without the written consent of the Director of Aviation and Transit and then only on a month-to-month basis.

Concessionaire shall have the right to remove all of its movable furniture, fixtures, machinery and equipment, and all other personal property installed by it on the Leased Premises, and all expenses connected with such removal shall be borne by the Concessionaire. Said property shall be promptly removed upon the termination of this Agreement. Removal of Concessionaire's personal property by Lessor because of failure of Concessionaire to do so shall be at Concessionaire's expense.

16. CANCELLATION BY CONCESSIONAIRE. This Agreement shall be subject to cancellation by Concessionaire upon one or more of the following events:

- A. The permanent abandonment of the Airport as an air terminal.
- B. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial parts thereof, in such a manner as substantially to restrict Concessionaire for a period of at least ninety (90) days from operating thereon.
- C. Issuance by any court of competent jurisdiction of an injunction in any

way preventing or restraining the use of the Airport and the remaining in force of such injunction for a period of at least ninety (90) days.

D. The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt from Concessionaire of written notice to remedy the same.

E. The complete destruction of the Leased Premises.

17. CANCELLATION BY LESSOR. This Agreement shall be subject to cancellation by Lessor in the event Concessionaire shall:

A. Be in arrears in the payment of the whole or any part of the amount agreed upon hereunder for a period of ten (10) days after the time said payments become due.

B. File a voluntary petition in bankruptcy.

C. Abandon the demised area.

D. Other than being in arrears on payments due the Lessor as described hereinabove, default in the performance of any of the covenants required herein to be kept and performed by Concessionaire and such default continues for a period of thirty (30) days after written notice from Lessor of said default. Any default shall be deemed a material breach of this Agreement.

18. MAKING MINIMUM ANNUAL FEES. In the event Concessionaire is unable to make the MAG as provided in Section 4, Subsection A (4) by reason of war, or take over by public

authority, the MAG shall be adjusted for the period of incapacity provided, however, the ten percent (10%) of all Gross Receipts provision shall remain in full force and effect. The MAG will resume after removal of the incapacity.

19. INSPECTION. Lessor, by its officers, employees, agents, and representatives, shall have the right at a reasonable time to enter upon the demised area for the purpose of inspecting same, for observing the performance by Concessionaire of its obligations hereunder, and for the doing of any act which Lessor may be obligated or have the right to do under this Agreement.

20. ATTORNEY'S FEES AND COSTS. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the nonprevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

21. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

22. QUIET ENJOYMENT. Concessionaire, upon payment of rent and all other fees and charges, and upon observation of the terms of this Agreement, shall lawfully and quietly hold, occupy, and enjoy the demised premises during the full term of this Agreement, without hindrance or disturbance from Lessor or anyone claiming by, through, or under Lessor. Except, that Lessor shall specifically have the right to expand, renovate, or improve the Airport Terminal Building

and other car rental facilities, without being liable to Concessionaire for disturbance.

23. NOTICES. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Concessionaire, if sent by certified mail, postage prepaid, addressed to:

or to such other addresses as the parties may designate to each other in writing from time to time.

24. SUCCESSORS AND ASSIGNS. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors in interest and assigns of the respective parties hereto.

25. ASSIGNMENT AND TRANSFER. Concessionaire shall not assign, transfer, or sublease its rights and premises hereunder without the prior written consent of Lessor. The Lessor may condition approval upon such things as the Lessor deems appropriate or deny the transfer for proper cause.

26. EFFECT OF INVALID PROVISION. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected

thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____ 20____.

ATTEST:

CITY OF BILLINGS

BY _____
CITY CLERK

BY _____
MAYOR

APPROVED AS TO FORM

CONCESSIONAIRE

BY _____
CITY ATTORNEY

BY _____