

**RENTAL CAR/CONCESSION LEASE AGREEMENT
AMENDMENT NO. 4
(COVID-19 Rent Relief)**

This Amendment No. 4 is entered into this _____ day of _____, 2020 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and The Hertz Corporation, a New Jersey corporation ("Lessee"), to amend the Rental Car Concession/Lease Agreement dated February 1, 2011, as previously amended by Amendment No. 1 dated April 18, 2014, Amendment No. 2 dated May 30, 2017, and Amendment No. 3 dated **June 2**, 2020 (hereafter "the Lease").

WHEREAS, the City of Flagstaff approved rent abatement for lessees from April 1, 2020 through September 30, 2020, in an effort to ensure continued airport related operations at the Flagstaff Pulliam Airport during the COVID-19 flu pandemic;

WHEREAS, although many travel restrictions have been lifted, the car rental agencies dependent on airlines industry travel are still financially struggling as a result of the COVID-19 flu pandemic;

For valid consideration, the receipt of which is hereby acknowledged, the parties agree that the Lease, Article IV – Rents, subsection H is hereby amended to read as follows (additions shown as capitalized text, and deletions shown as stricken);

ARTICLE IV - RENTS

H. Rent abatement.

1. Due to the COVID-19 flu pandemic, fixed rent (as defined in section IV.A of the Rental Car Concession/Lease Agreement) and Minimum Annual Guarantee (as defined in section IV.B.2 of the Rental Car Concession/Lease Agreement) shall be abated commencing April 1, 2020 and continuing through _____ ~~September 30, 2020~~ ("Abatement Period"), and no rent, late penalty or interest shall be owed or payable for this period; provided, however:
 - (a) In the event Lessee receives other governmental relief or insurance recovery related to the COVID-19 pandemic, Lessee shall promptly notify City.
 - ~~(b) In the event Lessee becomes insolvent, or is named as the debtor in a voluntary or involuntary bankruptcy proceeding this section H of Article IV is void and rent will resume under Article IV on the first day of the following month;~~
 - (c) Lessee shall continue to offer rental cars to the traveling public to and from the Flagstaff Pulliam Airport during the Abatement Period.
 - (d) Lessee shall continue to make concession fee payments as required under section IV.B.1

(Remainder of Section H remains in effect)

All other terms and conditions of the Lease shall remain in full force and effect.

LESSEE: The Hertz Corporation

By: _____

Title: _____

LESSOR: City of Flagstaff

By: _____

Mayor Coral Evans

Attest:

By: _____

Stacy Saltzburg, City Clerk

Approved as to form:

By: _____

City Attorney's Office