Memorandum

MIAMI-DADE COUNTY

Date: January 14, 2010

ASC
Agenda Item No.
3(G)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From:

Carlos Alvarez
Mayor

George M. Burgess
County Manager

Subject: Maintenance and Operating Agreement with Car Rental Companies for the Rental Car Facility at Miami International Airport

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Recommendation

It is recommended that the Board waive competitive bidding under Section 5.03D of the Home Rule Charter and approve the attached Maintenance, Operational Services, Fuel System, and Consolidated Busing Operations Agreement (MOFB Agreement) for the Rental Car Facility (RCF) at Miami International Airport (MIA) between Miami-Dade County and the participating car rental companies in the RCF, under which the companies assume the obligation to provide maintenance, operational services, fuel system services, and the interim consolidated busing operations for the facility currently under construction by the Florida Department of Transportation (FDOT).

Scope

Miami International Airport is located primarily within Commission District Six; however, the impact of this agenda item is countywide as MIA is a regional asset.

Fiscal Impact/Funding Source

The MOFB Agreement will have no fiscal impact on the County or the Miami-Dade Aviation Department (MDAD). All maintenance, operational services, and interim consolidated business operation costs for the RCF are required to be paid exclusively out of the Customer Facility Charges (CFCs) currently being charged by the car rental companies to their customers, which are submitted directly to the Trustee under the TIFIA Loan Security Agreement for disbursement to appropriate parties, including those parties providing maintenance and operating services at the RCF. The costs for the fuel system services within the RCF will be allocated among themselves and paid for exclusively by the rental car companies.

Track Record/Monitor

All 16 rental car companies are current in their obligations to the County. The monitor for the MOFB Agreement will be MDAD Chief of Commercial Operations Ray Diaz.

Delegated Authority

The attached Resolution authorizes the Mayor or the Mayor's designee to execute the MOFB Agreement with the car rental companies and to exercise the termination provisions thereof.

Background

In Resolution No. R-1268-99, the Board approved a Memorandum of Understanding (MOU) between the County and FDOT regarding the implementation of the Miami Intermodal Center (MIC) Five-Year Work Program. A critical component of the Program was the design and construction of the RCF by FDOT. The MOU specifies in Section 4.3 that "upon completion of construction of the RCF, MDAD shall be solely responsible for the operation and maintenance costs of the RCF." Section 4.3 also provides that "operating and maintenance costs for the RCF will be paid through appropriate charges assessed by MDAD on the tenant rental car companies and other users that may occupy space within the RCF."

As a result of Resolution No. R-683-00, 16 car rental companies signed individual MOUs with the County and, at the same time, signed individual Rental Car Concession Agreement and Facility Lease Agreements. Section 13.01 of the Concession Agreement provides that "MDAD shall maintain and repair the areas of the RCF and surrounding areas in a clean, neat, orderly, attractive appearance other than the [Quick Turnaround Areas], including the structural elements of the building, public restrooms, and lobby areas, and shall maintain and repair the roadway circling the RCF, the roof, exterior windows, heating, air conditioning, and fire systems." Section 13.01 adds that "MDAD shall be responsible for janitorial services of common areas outside [of] Assigned Areas."

The Concession Agreement also provides that the participating rental car companies have the obligation to operate the RCF's internal fuel system and the interim consolidated busing operation, and that the companies should form a consortium to provide such services. The interim consolidated busing operation involves the transporting of rental car company customers to and from the Terminal Building by way of a common shuttle busing operation, using buses that are generic and not belonging to any particular rental car company. The consolidated busing operation will continue until the MIC MIA train is completed, estimated to occur in September 2011, at which time the busing operation will cease and all customers will be transported to and from the RCF by way of the MIC MIA train.

The participating car rental companies have discussed with MDAD their interest in providing the maintenance and operating services inasmuch as they are providing the fuel system and consolidated busing operation for the RCF. The rental car companies have stated that, rather than creating a consortium through which the services would be provided, the companies prefer to enter into a contract with the County in the name of each of the 16 rental car companies. As required by the RCF Concession Agreement, a Majority-in-Interest Committee composed of representatives from each of the 16 car rental companies will have the authority to bind the companies to decisions and actions relating to all maintenance and operational services required for the RCF. This approach is acceptable to MDAD but requires a waiver by the Board of the companies' collective obligation to create a separate legally identified consortium. The MOFB Agreement, however, states that the County reserves the right to insist on the creation of a consortium in the event it is warranted.

Because the Maintenance Agreement will be awarded to the participating car rental companies and not publicly bid, it is necessary that the Board waive competitive bidding under Section 5.03D of the Home Rule Charter. The MOFB Agreement itself, however, requires the car rental companies to use competitive bidding procedures in their selection of any third-party company that will actually provide the various services at the RCF.

Therefore, it is recommended that the Board approve the attached MOFB Agreement between the County and the participating car rental companies.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: February 2, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

✓ **Applicable legislation requires more than a majority vote (i.e., 2/3's ✓, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; WAIVING COMPETITIVE BIDDING FOR MAINTENANCE, OPERATIONAL SERVICES, FUEL SYSTEM, AND CONSOLIDATED BUSING OPERATIONS AGREEMENT WITH THE PARTICIPATING CAR RENTAL COMPANIES AT THE PROPOSED RENTAL CAR FACILITY AT THE AIRPORT FOR THEIR COLLECTIVE ASSUMPTION OF DESIGNATED SERVICES AT SUCH RENTAL CAR FACILITY AND APPROVING SUCH AGREEMENT; WAIVING REQUIREMENT OF RENTAL CAR COMPANIES TO FORM CONSORTIUMS THROUGH WHICH TO PROVIDE SUCH SERVICES; AUTHORIZING MAYOR OR DESIGNEE TO EXECUTE SUCH AGREEMENT, REQUIRE CREATION OF CONSORTIUMS IN THE FUTURE, AND EXERCISE THE RIGHTS AND TERMINATION PROVISIONS THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds and determines that a waiver of competitive bidding is in the best interest of Miami-Dade County and hereby waives formal competitive bidding of the attached Maintenance, Operational Services, Fuel System, and Consolidated Busing Operations Agreement (the "MOFB Agreement") between Miami-Dade County and the participating car rental companies for such companies' assumption and handling of maintenance, operational services, fuel system services, and consolidated busing operations at the proposed Rental Car Facility at Miami International Airport now under construction by the Florida

Department of Transportation, such waiver being approved by a two-thirds vote of the members of the Board of County Commissioners present pursuant to Section 5.03D of the County's Home Rule Charter; waives the provisions of the Memorandum of Understanding, including Section 9.2 thereof, as well as the Rental Car Concession Agreement and Facility Lease, both of which documents are between the County and the participating rental car companies, and both of which call for the rental car companies to create consortiums through which to provide fuel system and consolidated busing operation services, and authorizes the companies to provide such services as well as all other services set forth in the attached agreement in their individual names as signatories to the attached MOFB Agreement; approves the attached MOFB Agreement and authorizes the Mayor or Designee to execute the agreement and to exercise all rights of the County thereunder, including the termination provisions thereof and the provision of the MOFB Agreement that permits the County in the future to require the rental car companies to establish a consortium or consortiums to provide the services under the MOFB Agreement.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of February, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency _____

Thomas P. Abbott

By:_____
Deputy Clerk

AGREEMENT
FORMAINTENANCE, OPERATIONAL SERVICES, FUEL SYSTEM, AND CONSOLIDATED BUSING OPERATIONS
FOR THE
RENTAL CAR FACILITY
AT
MIAMI INTERNATIONAL AIRPORT

THIS AGREEMENT FOR MAINTENANCE, OPERATIONAL SERVICES, FUEL SYSTEM, AND CONSOLIDATED BUSING OPERATIONS is entered into as of this _____day of _____2009, by and between Miami-Dade County, a political subdivision of the State of Florida, and each of the following sixteen (16) rental car companies that have committed to operate at the Rental Car Facility at Miami International Airport, collectively referred to herein as the "Companies":

1. Alamo Rental (US) Inc.,
2. All Day Rent-A-Car,
3. Avis Rent A Car System, LLC,
4. Budget Rent A Car System, Inc.,
5. DTG Operations, Inc. dba Dollar Rent A Car,
6. Enterprise Leasing Company, a Florida Corporation, South Florida Division,
7. Excellence Luxury Car Rental,
8. P & P Family Auto Rental dba Family Auto Rental,
9. Air & Sea Rent-A-Car dba Florida Auto Rental, dba Continental Rent A Car
10. Global Rent-A-Car of South Florida, Inc.,
11. The Hertz Corporation,
12. National Rental (US) Inc.,
13. Payless Car Rental,
14. Royal Rent-A-Car,
15. E-Z Rent-A-Car, and
16. DTG Operations, Inc. dba Thrifty Car Rental (Members); and.

WHEREAS, Miami-Dade County (the "County") is owner and operator of Miami International Airport ("MIA") through its Aviation Department ("MDAD"), and has entered into a series of agreements relating to the Rental Car Facility (the "RCF")

currently under construction by the Florida Department of Transportation ("FDOT") in an adjacent area immediately to the east of MIA; and

WHEREAS, one of the agreements is the "Memorandum of Understanding" ("MOU") between the County and FDOT dated as of December 1999 (herein, the "FDOT MOU"), in which those two parties establish the framework for FDOT's design and construction of the RCF through a loan to be undertaken by FDOT from the United States Department of Transportation ("USDOT"); and

WHEREAS, Section 4.3 of the FDOT MOU provides that "upon completion of construction of the RCF, MDAD shall be solely responsible for the operation and maintenance costs of the RCF," and that the maintenance costs will be paid through "Customer Facility Charges" ("CFCs") collected by the rental car companies operating in the RCF upon its completion; and

WHEREAS, the sixteen car rental companies listed above as individual parties hereto have committed to operate within the RCF and each one has entered into a "Memorandum of Understanding-Rental Car Facility" (herein, the "Concessionaires' MOU"), which provides in part that the Concessionaire agrees to collect Customer Facility Charges ("CFCs") from its customers and that such CFCs shall be used to pay certain designated costs of the RCF, including "operation and maintenance expenses for the RCF associated with the common areas, customer service areas, and the parking garage structure including ready/return and upper level storage areas," in addition to "operation and maintenance expenses associated with the Consolidated Busing Operations"; and

WHEREAS, each one of the sixteen car rental companies has signed a "Rental Car Concession Agreement and Facility Lease Agreement" (the "RCF Concession Agreement") with the County, Section 13.01 of which provides that "MDAD shall maintain and repair the areas of the RCF and surrounding areas in a clean, neat, orderly, attractive appearance, other than the [Quick Turnaround Area], including the structural elements of the building, public restrooms, and lobby areas, and shall maintain and repair the roadway circling the RCF, the roof, exterior windows, heating, air conditioning, and fire systems," and provided further that "MDAD shall be responsible for janitorial services of common areas outside [of] Assigned Areas"; and

WHEREAS, under Section 9.2 of the Concessionaires' MOU, the "Participating Rental Car Companies shall form a consortium to operate and maintain the Fuel System," and under Section 1.01 of the RCF Concession Agreement, the term "Consortium" is defined as being "a limited liability company , partnership, corporation or other business entity which all Participating Rental Car Companies own, control, or participate in, and which shall act on behalf of all of them as herein provided and required"; and

WHEREAS, Section 13.02 of the RCF Concession Agreement provides that "the Consortium shall operate and maintain the Fuel System required for the functioning of the RCF" and that "the Consortium may form a separate company ...to carry out the obligations of the Consortium to operate and maintain the Fuel System," with the costs of the Fuel System to be paid for by the car rental companies on an cost allocated basis and not paid for by the CFCs; and

WHEREAS, Section 8.01(C) of the RCF Concession Agreement provides that, until the MIA Mover is completed, "the Consortium shall operate or hire a third party to

operate a Consolidated Busing Operation to transport all Customers between the Airport's terminal building and the RCF," with the costs of the Consolidated Busing Operation to be paid for from CFCs, as provided in Section 4(a) (5) of the Concessionaires' MOU; and

WHEREAS, inasmuch as the participating car rental companies are contractually obligated to operate the Fuel System and to operate the Consolidated Busing Operation, the participating car rental companies have requested the County to allow the companies to provide all maintenance services within the RCF (except for the Assigned Areas of the individual Concessionaires) as well as those Operational Services within and about the RCF as identified by MDAD from time to time, and such companies desire that this Agreement that applies to all four services (Maintenance, Operational, Fuel System, and Busing) should be between the County and the individual rental car companies rather than between the County and a Consortium established by the companies; and

WHEREAS, the County is willing to allow the participating car rental companies to enter into this Agreement individually rather than through a Consortium that is required to be established under the RCF Concession Agreement, but solely on the condition that the County reserves the right to terminate this Agreement in whole or in part and to require the car rental companies to establish a Consortium to carry out the services in the terminated portion of this Agreement whenever in the County's sole discretion such action is necessary for the safe and efficient operation of the RCF or because of the administrative convenience of the County; and

WHEREAS, the sixteen rental car companies shall be collectively referred to herein as the "Companies" but each of the sixteen companies acknowledges its individual

liability for compliance with the terms herein to the extent measured by a percentage of its square footage space in the RCF to the total available space for all rental car companies in the RCF, except where a term of this agreement specifically identifies full and complete liability and responsibility of a single rental car company for discharging an obligation provided herein;

WHEREAS, Article 4 of the RCF Concession Agreement authorizes the formation of a Majority-In-Interest of the Companies (the "MIIs") to provide approvals required collectively of the Companies, and the parties hereto agree that the MIIs as selected in accordance with Article 4 shall constitute themselves as a Committee (the "MII Committee" or sometimes the "Committee") that will be entitled to take action and speak on behalf of all the Companies for all matters arising under this MOFB Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, which the parties agree are made a part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties enter into this Maintenance, Operational Services, Fuel System, and Consolidated Busing Operations Agreement (herein, the "MOFB" agreement) and agree as follows:

ARTICLE I
MAINTENANCE AND OPERATIONAL SERVICES WITHIN AND ABOUT THE RCF

1.1 Maintenance of RCF by Companies

(A) Companies hereby agree to provide all maintenance services for the RCF, to the same extent that the County is liable for maintenance services under the

terms of the MOU and the RCF Concession Agreement. Companies are not required to provide maintenance for the Assigned Areas of the Concessionaires, but may do so for individual Concessionaires if such Concessionaires and the Companies so agree and if the costs for such maintenance services in the Assigned Areas are carefully kept separate from all other maintenance costs, in order for Assigned Areas costs to be paid by the individual Concessionaires and not paid from Customer Facility Charges. Subject to the acceptance of FDOT and USDOT, the County hereby assigns to the Companies all rights and obligations of the County pertaining to such maintenance services, as they are provided in the MOU and RCF Concession Agreement.

(B) The level of maintenance services provide by the Companies hereunder shall be in keeping with reasonable maintenance services applied or that would be applied by the maintenance service industry in the United States to facilities of the RCF type. In addition, the Companies shall comply with particular maintenance service items that the County shall from time to time identify as being part of Companies' obligations hereunder.

(C) Prior to October 1st of each year of this agreement, the County and the Companies shall confer to determine the budget applicable to the Companies' maintenance services during the County's forthcoming Fiscal Year that runs from October 1 through September 30 of the following year. Each periodic report of the Companies shall identify any actual or anticipated budgetary overruns, so that the County and the Companies can further confer to resolve the overruns.

(D) Companies shall provide the Aviation Department ("MDAD") with periodic reports in the form and at the times specified by MDAD from time to time. Such

reports shall, at a minimum, identify the nature of the maintenance and other services being performed by the Companies, and identify any anticipated maintenance or repair items that need to be brought to the attention of the County.

(E) Companies are primarily responsible for providing maintenance services at the RCF and its grounds, but the County may permit the Companies at the County's sole discretion to engage in repairs to the RCF that are necessary or advisable as identified by the County or the Companies from time to time. The County may, but is not obligated to, identify in the annual budget an amount for repair services that serves as an on-going funding source for repair work. The Companies may perform any allowed repair work with their own staff or with a third party contractor. Any third party contractor of the Companies providing any maintenance, operational, or repair services must be obtained through competitive bids or other approved procurement practices identified by the County from time to time, and must provide appropriate insurance as required in Section 4.10 for its services and indemnification of the County.

(F) If the County determines that the County through its staff or through a contractor shall provide repair services, the Companies shall provide reasonable cooperation with the County and any contractor that may be selected by the County so as to enable the repair work to be performed in an efficient and timely manner.

1.2 **Companies to Identify Committee Representative; Authority of the MII Committee**

(A) Each one of the sixteen Companies from time to time shall identify the name and contact information of a Representative of each of such Companies who shall serve on the Majority-In-Interest Committee pursuant to the requirement of the RCF

Concession Agreement, with the MII Committee having the authority to bind the companies to decisions and actions relating to all maintenance and operational services functions that are required or necessary to be made hereunder.

(B) The Committee shall administer this Agreement on behalf of the Companies. With respect to matters herein subject to the approval, satisfaction or discretion of Committee, the decision of the Committee in such matters shall be final, subject to the approval of MDAD.

(C) Except for matters requiring the weighted vote of two-thirds of the Participating Rental Car Companies as specified in Section 13 of the Memorandum of Understanding, on all matters before the Committee, (i) a simple majority vote will suffice unless any member of the MII requests a weighted vote, and (ii) if a weighted vote is used, the vote shall be based on the comparative size of the area occupied by each MII member, which is based on Market Share as determined and adjusted from time to time pursuant to Article 5 of the RCF Concession Agreement.

1.3 **Operational Services within the RCF** - The Companies acknowledge and agree that MDAD may assign to the Companies from time to time any Operational services that are required to be performed within the RCF or that are relevant to their operations within the RCF. Companies agree that payment for all such Operational services shall be made exclusively from the Customer Facility Charges that are held by the Fiscal Agent under the Security Agreement applicable to the TIFIA loan by which the RCF was constructed, to the extent Operational service costs are allowed under the Security Agreement to be paid for from the Customer Facility Charges.

1.4 **Payment of Maintenance and Operational Services Fees**

(A) Request for Reimbursement – Not later than the 10th of every month, the Companies' independent contractor(s) shall submit to the Committee the Monthly Request for Reimbursement for Eligible Project Cost for cost incurred in the prior month, in the format specified for review and approval. Eligible Project Cost shall mean expenses, which are contemplated in the approved budget, paid in connection with, and directly benefit, the RFC. The Request for Reimbursement serves as a written summary of the monthly Reimbursable Expenses, and as a monthly invoice from the Companies' vendors. The use of estimates to substantiate monthly expenses is prohibited.

(B) Approval Process - The Committee shall review and approve the Request for Reimbursement in accordance with policies and procedures as promulgated from time to time, prior to submittal to MDAD. One representative designated by the Committee shall approve and sign on the Request for Reimbursement to signify concurrence with and acceptance of the expenditures submitted. A MDAD representative will verify, in respect to each requisition: (i) the sequential item number of the payment request, (ii) original invoices and appropriate supporting documentation with the name of the person, firm, or corporation to whom payment is due, (iii) the amount to be paid with the due date, (iv) the purpose by classification for which the obligation to be paid was incurred and (v) the budget line item amount incurred with remaining available balance. Payment will not be authorized from vendor statements.

If any item of an expense is disputed or contested by MDAD, MDAD shall submit to the Committee a statement in writing, setting forth the item(s) being disputed and the specific

reasons thereof. Both parties shall, in good faith, diligently pursue clarification and resolution of any disputed item within thirty (30) days of the written notice.

(C) Payment - The operating expenses will be paid by the RCF Fiscal Agent from the RCF Operating Expense Fund as defined in the Security Agreement, and for the purpose and in manner as set forth in the Rental Car Concession Agreement. The Fiscal Agent shall deliver directly to the persons or parties entitled thereto a check, draft or warrant for the payment as set forth in Section 2.12entitled RCF Operating Expense Fund of the Amended and Restated Security Agreement between the Florida Department of Transportation and Miami-Dade County, Florida.

(D) Reserve Funds- To the extent funds are insufficient, amounts shall be transferred first from the Operating Expense Reserve Account as set forth in Section 2.12 (b) entitled RCF Operating Expense Fund and to the extend those funds are inadequate from the Secondary Reserve Fund pursuant to Section 2.09 (b) of the Security Agreement to the appropriate RCF Operating Expense Account, Consolidated Busing Operating Account or the MIA Mover Expense Account as necessary to pay amounts due in excess of the balance available.

1.5 **Payment Limited to Proceeds of Customer Facility Charge**

Companies understand and agree that the source of all payments for maintenance services provided hereunder shall be exclusively limited to the funds then available for payment of such services held by the Fiscal Agent as a result of the Fiscal Agent's receipt of Customer Facility Charges from the participating car rental companies. Companies agree that in no event will the County or the Aviation Department be liable to the Companies for payment of the Companies' maintenance or operational services invoices from

Aviation Department or County revenues, and that the County's and MDAD's sole obligation in regard to payment of the Companies' invoices is to comply with the County's collection and reporting obligations for CFCs as may be provided in the agreements pertaining to the RCF

1.6 **Major Repairs** - If major repairs are required to be made to the RCF, and MDAD's Consulting Engineer determines that such repairs are properly classified as capital improvements and not as repairs that fall under the type of repairs to be made under the Companies' obligation to maintain the RCF, MDAD and the Companies shall confer to determine what sources of revenue may be available to pay for the capital cost of such major repairs, in the event that capital replacement funds are unavailable as such funds are described in Article 2.09 (i) of the Amended and Restated Security Agreement with the Florida Department of Transportation and Miami-Dade County dated as of April 1, 2005 and as Amended and Restated as of August 1, 2007. The parties may consider additional indebtedness if such indebtedness is (i) subordinated to the RCF Loan, (ii) is not inconsistent with Section 11 (c) of the Amended and Restated Loan Agreement with the Florida Department of Transportation for the Miami Intermodal Center Rental Car Facility (TIFIA – 19991002-B and 20071003-A) dated as of April 1, 2005 and as Amended and Restated as of August 1, 2007, and (iii) is not inconsistent with the County's 2002 Amended and Restated Trust Agreement. Companies agree that under no circumstances will funds or revenues of MDAD or of the County be required for such major repairs and that the capital cost of such repairs shall come exclusively from CFC's contingent rents, or any other source of revenue or funds the Companies

choose to make available. Companies acknowledge that the County shall have no responsibility for providing property insurance for the RCF.

ARTICLE II
FUEL SYSTEM SERVICES

2.1 **Companies to Operate Fuel System** - Companies agree that, consistent with their obligation under Section 13.02 of the RCF Concession Agreement to operate and maintain the Fuel System, the Companies shall hire a qualified third-party fuel system manager (the "Fuel System Manager") to operate and maintain the Fuel System and enter into a Fuel Services Management Agreement with the Fuel System Manager. The Fuel System Manager shall be responsible for all storage and distribution of fuel for operations within the RCF, and shall be responsible for determining allocations of costs based upon actual use among the participating car rental companies for all costs associated with the Fuel System at the RCF. The Fuel System Manager shall collect from individual car rental companies the Fuel System costs based on Companies' usage as established by the Fuel System Manager or based on the allocation methodology established by MDAD and approved by the Committee.

2.2 **Fuel System Manager Responsibilities** - The Fuel System Manager shall have the following responsibilities, among any others assigned to it by the Committee.

(A) The Fuel System Manager shall work closely with the staff member or members of MDAD assigned to monitor the operation of the Fuel System, and shall comply with all reasonable requests of such MDAD staff member.

(B) The Fuel System Manager shall provide MDAD (and FDOT, if requested to do so) with periodic reports as to the operations of the Fuel System, specifically including reports on any discharges of petroleum products or hazardous materials into anything other than receptacles approved for such use.

(C) The Fuel System Manager shall utilize first-class and acceptable standards in the planning and operation of the Fuel System, such standards to be no less than those generally accepted in the industry as being required and desirable for a Fuel System of the type located in the RCF. The Fuel System Manager shall change any such standards if MDAD reasonably directs the Manager to do so.

2.3 **Fuel System Costs Paid Solely by Companies** - All costs associated with the Fuel System shall be paid exclusively by the companies and shall not be paid in any event from CFCs or any other source of County or MDAD funds.

2.4 **County Right to Review and Approve**

(A) The agreement between Committee or one or more of the companies and the Fuel System Manager shall be reviewed and approved or disapproved by MDAD. If MDAD disapproves the agreement, the companies and the Fuel System Manager shall make changes to the agreement that overcome the reason for MDAD's disapproval, and if they fail to do so, MDAD shall have the authority to hire a Fuel System Manager or else utilize MDAD personnel until the Companies and their selected Fuel System Manager agree upon terms that are acceptable to MDAD. MDAD shall charge the Companies with all costs associated with such action by MDAD. (B) If the Fuel System Manager fails to establish an allocation of costs, or fails to establish an acceptable allocation of costs, MDAD shall be entitled to establish such allocation, which shall be final. MDAD

shall have the right to review and approve or disapprove any agreement among the companies or between the companies and the Fuel System Manager relating to cost allocations or operations of the Fuel System.

2.5 **Fuel System Manager to Obtain and Hold Permits** - The Fuel System Manager shall obtain and hold all permits necessary for the storage and distribution of fuel and the operation of the Fuel System. If the Fuel System Manager fails in this regard, MDAD shall have the right to immediately assume the control of the Fuel System until the Fuel System Manager or its successor obtains the required permits, and to charge the car rental companies for all costs of MDAD in doing so.

2.6 **Fuel System Manager's and Companies' Individual Liability for Environmental Costs**

(A) On a regulatory level, in the event an environmental problem arises from the operation of the Fuel System, the rental car companies understand that the federal, state, and local environmental agencies reserve the right to look to (i) the Fuel System Manager as a responsible party for remediation of the environmental problem, and (ii) the individual car rental company or companies determined to be responsible for the environmental problem.

(B) To the extent such governmental agencies look to MDAD as a responsible party for remediation responses, MDAD shall have the right to require the Fuel System Manager and the car rental company or Companies that caused the environmental problem to remediate the environmental problem at the Company's or Companies' cost.

(C) MDAD shall have the right to simultaneously pursue appropriate remediation steps through the environmental insurance company.

(D) On a civil damages recovery level, if the responsible party entities in sub-section (A) do not respond within the time required to take action, and if the cause of the environmental problem cannot be reasonably determined, then MDAD reserves the right to seek enforcement of MDAD's environmental rights hereunder and recovery of the remediation costs applicable to the environmental problem against all of the signatory rental car companies, but only to the extent of their share of responsibility measured by the square footage of their use of the RCF compared to the usable square footage of the entire RCF.

(E) Nothing herein shall preclude the County in its regulatory capacity from seeking enforcement of its regulatory provisions against any rental car company or Companies, as the County's regulatory department shall determine, regardless of the level of responsibility that may otherwise apply to such company or Companies for purposes of civil relief for environmental problems.

2.7 **Companies to Identify Fuel Representative** - Companies from time to time shall identify the name and contact information of a Representative of such Companies who shall have the authority to bind the companies to decisions and actions relating to Fuel System functions that are required or necessary to be made hereunder. Such Representative may be either the Fuel System Manager or the MII Committee established under Article 4.01 of the Concession Agreement. The Fuel Representative, once identified by a majority of the signatory car rental companies or the MII Committee

shall be the recognized Fuel Representative until a change thereof is made by the MII Committee.

ARTICLE III
CONSOLIDATED BUSING OPERATION

3.1 **Companies to Provide Consolidated Busing Operation** - Companies agree that, consistent with their obligation under Section 8.01(C) of the RCF Concession Agreement to operate and maintain a Consolidated Busing Operation, the Companies shall collectively provide Consolidated Busing Operation services required by the RCF Concession Agreement or else hire a qualified third-party consolidated busing operator (the "CBO") to operate and maintain the Consolidated Busing Operation for the RCF.

3.2 **Consolidated Busing Operator Services Subject At All Times to MDAD Oversight and Direction**

Notwithstanding any provision in the Rental Car Shuttle Bus Management Agreement to the contrary, the Companies acknowledge and agree that all consolidated busing services provided by the Companies or by the CBO thereunder shall be subject to MDAD's oversight and direction. The Companies shall assure that all services provided by the Companies or by the CBO are in full compliance with any directives given by MDAD personnel regarding the scheduling of busing services, their signage and information material on individual shuttle buses, and the pick-up and drop-off points within the Airport, and their method of operation on the County's roads and at the RCF and Terminal Building.

3.3 **Consolidated Busing Operation Costs Paid Exclusively from CFCs**

Companies' acknowledge and agree that all costs related to the Consolidated Busing Operation, like the costs associated with maintenance and operational services within the RCF, shall be paid exclusively from CFCs and not from any separate source of revenues of the County or the Aviation Department. Companies agree that, if any deficiency in CFC funds exists, MDAD shall confer with the signatory car rental companies through the MII as well as FDOT to determine what course of action to pursue in order to increase the CFCs to the required level. Based on such discussions, MDAD may increase the level of CFC payments or impose contingent rent on the signatory rental car companies, or both, to the extent permitted in the various agreements relating to the RCF to which the County is a party.

ARTICLE IV
PROVISIONS APPLICABLE TO ALL SERVICES

4.1 **County's Right to Require Establishment of Consortium** - Companies acknowledge that County is willing to allow the participating car rental companies to enter into this Agreement individually rather than through a Consortium that is required to be established under the RCF Concession Agreement, but agree that the County reserves the right to terminate this Agreement in whole or in part and to require the car rental companies to establish a Consortium to carry out the services covered by the terminated portion of this Agreement whenever in the County's sole discretion such termination is necessary for the safe and efficient operation of the RCF or because of the administrative convenience of the County;

4.2 **Right and Authority of Consortium** - The Consortium, if required by the County to be established, shall have all of the rights and obligations of the Companies in regard to the various services required to be provided by the Companies hereunder.

4.3 (A) **Companies Individually Bound** - The car rental companies executing this Agreement hereby represent to the County that (a) all 16 companies have been contacted regarding the nature of this Agreement, and that individuals in such companies authorized to bind their companies have agreed in principle to (i) the County's assignment of the RCF maintenance and operations obligations to the participating car rental companies and the assumption by all 16 car rental companies of such obligations and rights, (ii) the participating car rental companies' assumption of the management of the Fuel System in the manner set forth herein, and (iii) the participating car rental companies assumption of the management of the busing operations in the manner set forth herein, and (b) the car rental companies signing this Agreement will use their best efforts to obtain executed copies of this Agreement from all 16 participating car rental companies. The car rental companies executing this Agreement, as evidenced by their signatures on the signature pages hereof, individually acknowledge and agree that, notwithstanding the failure of some of the 16 car rental companies to execute this Agreement, this Agreement shall be fully in effect and enforceable against each individual rental car company signing this Agreement. In addition, the car rental companies signing this Agreement individually acknowledge and agree that (i) the failure of some of the 16 car rental companies to execute this Agreement shall not cause this Agreement to be unenforceable against those companies signing this Agreement, (ii) this Agreement shall remain fully enforceable against those car rental companies that do sign

the agreement, (iii) the County shall be entitled to seek enforcement of the terms of this Agreement from any one or more of the signatory car rental companies signing this Agreement; (iv) the County shall have no obligation to seek enforcement against all signatory car rental companies and the County may seek enforcement against only those signatory car rental companies from whom County chooses to seek enforcement either through a demand in writing or through legal proceedings; and (v) the car rental companies signing this Agreement will hold the County harmless from all claims and causes of action that the non-signing car rental companies may make or bring against the County for the County's assigning maintenance obligations to the Concessionaires. Where enforcement of the term of this Agreement would cause any individual participating car rental company to assume a financial obligation that rightfully is the financial obligation of another car rental company, MDAD's enforcement against the first car rental company shall be limited to recovery of a percentage of the financial obligation that is equal to the first car rental company's share as measured by such company's square footage usage of the RCF as compared to the total usable square footage of the RCF; provided, however, nothing herein shall preclude the County from enforcing an obligation in its entirety against any single participating car rental company if this Agreement requires such car rental company to discharge such obligation.

(B) **Increase in Charges for Non-signatory Companies.** The parties acknowledge that Article 1.5 hereof limits the payment for maintenance and operations services to the level of then-available CFCs and that Article 3.4 hereof limits the payment for busing operations to the level of then-available CFCs. In addition, the parties acknowledge that the rental car companies alone are individually responsible for payment

among themselves of their pro rata fuel system services costs. The parties further acknowledge the extreme difficulties that will result if any of the 16 participating rental car companies decline to become a signatory to this MOFB Agreement, particularly regarding recovery of the pro rata amount owing from any non-signatory rental car company for fuel system services under Article 2. Accordingly, the County agrees to use reasonable efforts to assure the collection and remittance by all 16 rental car companies of the CFCs due from each one, in order for the CFCs at all times to have sufficient funds to pay for maintenance and operations services as well as busing operation services. In addition, the County will use reasonable efforts to adopt regulatory measures to impose on non-signatory rental car companies an administrative fee, not to exceed twenty-five percent (25%), of each non-signatory rental car company's pro rata share of fuel system services costs, to be charged to each non-signatory rental car company, until such time as the non-signatory rental car company signs this MOFB Agreement. Provided however, the County shall not be responsible or liable hereunder for any failure of the County to seek recovery of unpaid CFCs by any rental car company within a specific period of time or for any failure to adopt regulatory measures imposing such administrative costs on non-signatory rental car companies. To the extent legally permissible, all such administrative fees recovered by the County shall be deposited with the Fiscal Agent for the Fiscal Agent's distribution in accordance with the rights and obligations imposed on the Fiscal Agent.

4.4 **Agreement Subject to Approvals** - This Agreement and the Companies' services hereunder are subject to all approvals of FDOT, the FAA, and any other federal, state, or local entity having jurisdiction over such services or agreements

pertaining to such services. If any approval required for the Companies' services required hereunder is not given, and such rejected service causes this Agreement to fail of its essential purpose, the County may terminate this Agreement on not less than ninety (90) days written notice, with the County thereafter resuming the obligation to provide the services in whole or in part either with County staff or a separate company or companies, and receiving compensation therefore from the CFCs or from the participating car rental companies.

4.5 **Procurement Procedures** - Companies agree to utilize a public competitive selection process in the selection of an entity or third-party company to provide any portion of the Maintenance, Operational services, Fuel System, or Consolidate Busing Operation services hereunder.

4.6 **Failure to Provide Services** - In the event the Companies fail to provide the services required of it hereunder, the County shall have the right to provide the services with its own staff or a separate contractor selected by MDAD for such purpose. The means of accomplishing this and the mechanism for MDAD's is paid for such services shall be in compliance with the provisions of Article 13 of the RCF Concession Agreement. All costs for such services shall be included for reimbursement from the Customer Facility Charge or from the rental car companies, depending on which source of payment is designated hereunder and under the agreements to be the source of payment for the service in question.

4.7 **Indemnity** - The Companies collectively shall indemnify and hold harmless the County and its officers, employees, agents, consultants, representatives, and instrumentalities (collectively, the "County") from any and all liability, losses or

damages, including attorneys' fees and costs of defense, which the County may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Companies, the Maintenance and Operational Services Manager, the Fuel System Manager, the Consolidated Busing Operation Manager, any other manager of a service provided by the Companies, subcontractors and consultants of the companies, any Consortium, or the employees, agents, servants, partners, principals, contractors, subcontractors, consultants, vendors, suppliers, subsidiaries, or invitees of any of the foregoing, or from their use of the RCF or any portion of MIA when such use arises out of Companies' rights and obligations under this Agreement. Separately, each individual Company shall provide the same indemnification and hold harmless protection provided herein, to the full extent the individual Company is responsible for the claim, damage, or incident, with such indemnification and hold harmless obligation not being limited to the extent of the percentage share of the RCF as measured by the individual companies square footage of use compared to the total square footage of the usable area of the RCF. Companies shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay costs, judgments and attorney's fees which may issue thereon. The Companies expressly understand and agree that any insurance protection required by this Agreement or provided by Companies shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, consultants, representatives, and instrumentalities as herein provided. The County shall give Companies notice of any

such claims or actions, as soon as practicable. The provisions of this Section shall survive the expiration or early termination of this Agreement.

4.8 **Companies' Use of RCF Facility** - Companies shall be allowed to occupy sufficient portions of the RCF for administrative, personnel, and equipment needs reasonably necessary to discharge their obligations hereunder. MDAD shall determine from time to time whether such use requires a separate lease for the space required by Companies, along with Companies' payment of whatever rents and other charges may be required.

4.9 **Assignment and Subletting** - The Companies shall not, in any manner, assign, sublet, transfer, or otherwise convey an interest in this Agreement, or authorize others to exercise the rights granted to the Companies herein, without MDAD's express written approval; provided, however, the Companies may at any time assign their obligations hereunder to a Consortium as defined in the Rental Car Concession Agreement, and, upon such assignment as evidenced by the execution of appropriate assignment documents by each car rental company executing this Agreement, the rights and obligations of each such company shall be transferred to the Consortium, except as to any obligation that may have arisen or accrued prior to the effective date of such assignment.

4.10 **Insurance**

(A) In addition to such insurance as may be required by law or by other agreements applicable to the RCF to which a rental car company is a party, the Companies shall cause its service companies providing any portion of the MOFB services

herein to maintain the following insurance, without lapse or material change and for so long as the service companies make use of the RCF:

(1) Commercial General Liability Insurance on a comprehensive basis, including Contractual Liability, to cover the service companies' Premises and operations, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage.

(2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used by the service companies in connection with its operations under this Agreement in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

(3) Environmental insurance to the extent required under the MOFB Environmental Compliance Exhibit A of this Agreement.

(B) The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the service companies under this Agreement. All insurance policies required pursuant to the terms of this Agreement shall be issued in companies approved to do business under the laws of the State of Florida. Such companies must be rated no less than "A-" as to management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Companies , Inc., or its equivalent, subject to approval of MDAD Risk Management.

(C) Insurance Certificates Required - Prior to the commencement of operations hereunder and annually thereafter, the service companies shall furnish or cause

to be furnished certificates of insurance to the Aviation Department which certificates shall clearly indicate that:

(1) Each Company has obtained insurance in the types, amounts and classifications as required for strict compliance with this Section;

(2) The policy cancellation notification provisions specify at least 30 days advance written notice of cancellation to the County; and

(3) The County is named as an additional insured with respect to the Company's public liability policies.

On said insurance certificates, unless specifically shown to be excluded thereon, comprehensive public liability coverage shall include contractual liability.

(D) The County reserves the right to require the Companies to provide such reasonably amended insurance coverage as it deems necessary or desirable, upon issuance of notice in writing to the Companies, which notice shall automatically amend this Agreement effective 30 days after such notice.

(E) Compliance with the requirements of this Section 4.10 shall not relieve the Companies of its liability under any other portion of this Agreement or any other agreement between the County and the Companies.

(F) The Aviation Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Companies agrees to permit such inspection at the offices of the Department.

4.11 **No liability by the County for Personal Property** - Any personal property of the Companies or of others placed in the Premises and Airport shall be at the sole risk of the Companies or the owners thereof, and the County shall not be liable for any loss or damage, except to the extent such loss or damage was caused by the sole active negligence of the County, and as further limited by Section 768.28, Florida Statutes.

4.12 **Compliance with Rules, Regulations, and Permits**

(A) Rules and Regulations - The Companies shall cause all service companies, and all consultants, subcontractors, agents, and employees, to comply with the terms of this Agreement applicable to their activities, in addition to all Ordinances of the County, including the Rules and Regulations of the Aviation Department, Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued there under, all additional laws, statutes, ordinances, regulations and rules of the Federal, State and County Governments, and any and all plans and programs developed in compliance therewith, which may be applicable to their operations or activities under this Agreement, specifically including, without limiting the generality hereof, Federal air and safety laws and regulations and Federal, State and County environmental laws, over any law.

(B) Permits and Licenses

(1) The Companies and their service companies, subcontractors and consultants (collectively, the "Companies"), at their sole cost and expense, shall be liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses and other governmental authorizations,

however designated, as may be required, at any time throughout the entire term of this Agreement, by any Federal, State, or County governmental entity or any judicial body having jurisdiction over the Companies or the Companies' operations and activities, for any activity of the Companies conducted on the Premises and for any and all operations conducted by the Companies , including insuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from the Companies' operations and activities on the Premises have been obtained and are being fully complied with.

(2) The Companies may be required from time to time to provide to the County evidence that each service company has obtained the Certificate of Use and Occupancy and, as applicable, the appropriate operating Waste Permit(s). Upon written request of the County, the Companies shall provide to the County copies of any permits and licenses, and applications therefore, which the County may request.

(3) MDAD shall give its full cooperation to Companies necessary to obtain and/or hasten the obtaining of any required permit or license.

4.13 **Alteration of Premises and Erection of Signs**

(A) Alterations - The Companies, their service companies, subcontractors, and consultants shall not alter the Premises in any manner whatsoever without the prior written approval of the County. In the event they are given approval to make alterations to the Premises, they shall comply with the terms and conditions of such approval.

(B) Signage - The Companies, their service companies, subcontractors, and consultants shall not erect, maintain or display any identifying signs or any advertising matter, of any type or kind which is visible to the public, without prior written

approval of the County. In the event the County changes the graphics system for the identification of the Companies or their service companies at the RCF, the Companies agree, if required by the County, to change, at their sole cost, any of its identification signs in their exclusive use areas necessary for the Companies or their service companies to comply with such graphics system. Provided, however, that if changes to any portion of the graphics system for signage or advertising matter located outside of the Companies' exclusive use areas are made by the County, the cost of such changes will be an operating expense of the RCF.

4.14 **Taxes, and Other Fees and Charges** - The Companies and their service companies shall pay all federal, state, and local taxes and fees that are imposed on them for their use of the RCF and their providing services hereunder. Companies acknowledge that the Board of County Commissioners has or will establish or direct the establishment, from time to time, of various fees and charges for the use of various facilities, equipment and services provided by the County and not leased to or specifically provided to the Companies hereunder, and procedures relating to the payment of same. The Companies shall pay, upon billing, for its use of such facilities, equipment and services those fees and charges, which are billed monthly. For other fees and charges, which are based on usage, the Companies shall, in writing, report its uses of applicable facilities, equipment and services and pay the applicable fees and charges at such frequency and in such manner as may be prescribed by the County.

4.15 **Environmental Compliance** - Companies and their service companies, Sub-contractors, and consultants shall comply with all environmental requirements of the County as set forth in Exhibit A hereto.

4.16 **Termination; County's Right to Specific Performance**

(A) The Companies acknowledge that the County reserves the right to terminate this Agreement or any other Agreement applicable to the RCF as such termination rights are set forth in the respective Agreements.

(B) The Companies acknowledge that the various services to be provided hereunder are critical to the safe and efficient functioning of the RCF, that monetary damages for their failure to provide the services could not be quantified or determined, and that the County has no effective ability to enforce the terms of this Agreement except through legal actions to specifically enforce the terms against the Companies. Therefore, the Companies agree that a violation of any provision of this Agreement shall justify and entitle the County to seek specific performance of the Companies' compliance with the terms of this Agreement in an appropriate court of law, with the County having the right to recovery of all costs and expenses, including reasonable attorneys' fees, involved in any such action of specific performance.

4.17 **Special Conditions**

(A) Right of Flight - There is hereby reserved to the County, its successors and assigns, for the use and benefit of the County and the public, a right of flight for the passage of aircraft in the air space above the surface of the Premises herein leased, together with the right to cause in said air space such noise as may be inherent in

the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space or landing at, taking off from or operating on the Airport.

4.18 **Non-discrimination**

(A) Employment Non-discrimination - The Companies shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin, ancestry, or disability. The Companies shall comply with applicable provisions of the Americans with Disabilities Act, including, but not limited to, provisions pertaining to employment.

(B) Nondiscriminatory Access to Premises and Services - The Companies, for themselves, their successors in interest, and assigns, as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color, sex, national origin, ancestry or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises in the RCF being used by the Companies;

(2) That in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color, sex, national origin, ancestry or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) That the Companies shall operate hereunder in compliance with the American with Disabilities Act, 42 U.S.C. § 12101 et seq., and all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Aviation Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Aviation Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964.

(C) Breach of Nondiscrimination Covenants - In the event it has been determined that the Companies have breached the nondiscrimination covenants above, pursuant to the complaint procedures contained in the applicable Code of Federal Regulations, and the Companies fail to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to Section 4.16 hereof.

(D) Affirmative Action, Community Small Business Enterprise and Disadvantaged Business Enterprise Programs - The Companies acknowledge that the provisions of Miami-Dade County Ordinance No. 97-52 for Community Small Business Enterprises ("CSBE"), and/or the provisions 49 C.F.R. Part 23, Disadvantaged Business Enterprises ("DBE"), and 14 C.F.R. Part 152, Affirmative Action Employment Programs, are applicable to the activities of the Companies under the terms of this Agreement, unless exempted by said regulations. The Companies hereby agree to comply with all requirements of the Department, FAA, and the United States Aviation Department of Transportation ("DOT"). These requirements may include, but be not limited to, (i) compliance with CSBE, DBE and/or Employment Affirmative Action participation goals, (ii) keeping of certain records of good faith compliance efforts, and (iii) submission of

various reports, including, if directed by the Department, the contracting of specified percentages of goods and services contracts to Disadvantaged Business Enterprises. In the event it has been determined, in accordance with applicable regulations, that the Companies have defaulted in the requirement to comply with this section, and the Companies thereafter fail to comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to the Companies to terminate this Agreement pursuant to Section 4.16 hereof.

4.19 **Security and Special Provisions**

(A) Security - The Companies acknowledge and accept full responsibility for the security and protection of the portions of the premises in the RCF occupied or used by Companies, any improvements thereon, and its equipment and property on the Airport. The Companies fully understand and acknowledge that any security measures deemed necessary by the Companies for the protection of said Premises, improvements, equipment and property shall be the sole responsibility of the Companies and shall involve no cost to the County.

(B) Height Restrictions - The Companies expressly agree for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77, and the Code of Miami-Dade County, whichever is more restrictive.

(C) Alcohol and Drug Testing - The Companies acknowledge that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, has the obligation to establish a drug free workplace and to

establish policies and programs to ensure airport safety and security. The Companies acknowledge that the Department, on behalf of the County, has the right to require users of the Airport to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, the Companies shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening based on a reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol or drugs. The Companies shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s) which may serve as a bar to the Companies' implementation of its obligations hereunder.

(D) Drug-Free Workplace Default - The Companies acknowledge each has provided to the County a Drug-Free Workplace Affidavit certifying that the Companies are providing a drug-free workplace for their employees, as required by Miami-Dade County Ordinance No. 92-15.

4.20 **Companies' Control of Employees**

(A) The Companies shall properly control the actions of their employees at all times that said employees are working on the Airport, ensuring that they present a neat appearance and discharge their duties in a courteous and efficient manner and that they maintain a high standard of service to the public.

(B) In the event the Companies are in default of the covenants in this Section for failure to properly control its employees, the County shall have the right to require the Companies take immediate action to correct the discrepancy.

4.21 **Civil Actions**

(A) Governing Law; Venue - This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Agreement shall be in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the appropriate federal or state courts within Miami-Dade County.

(B) Notice of Commencement of Civil Action - In the event that the County or the Companies commences a civil action where such action is based in whole or in part on an alleged breach of this Agreement, the County and the Companies agree that service of process shall be made pursuant to the rules of civil procedure in the court in which the action has been filed.

(C) Registered Office/Agent; Jurisdiction - Each of the sixteen Companies , if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Aviation Department of State in accordance with Section 607.0501, Florida Statutes. If any of the Companies is a natural person, he or she and his or her personal representative hereby submit themselves to the jurisdiction of the courts of this State for any cause of action based in whole or in part on an alleged breach of this Agreement.

4.22 **Trust Agreement** - To the extent the Trust Agreement applies to this Agreement, the following shall apply:

(A) Incorporation of Trust Agreement by Reference - Notwithstanding any of the terms, provisions and conditions of this Agreement, and notwithstanding the parties' understanding that the RCF property and its revenues are not currently subject to

the terms of the Trust Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement dated as of the 15th day of December, 2002, by and between the County and the JP Morgan as Trustee and Wachovia National Bank as Co-Trustee (the "Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any conflict or inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rentals, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement is available for inspection in the offices of the Aviation Department during normal business hours.

4.23 **Rights Reserved to the County**

(A) Rights Reserved - All rights not specifically granted the Companies by this Agreement are reserved to the County.

(B) Rights of County at Airport - The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Companies for business damages occasioned during the making of such repairs, alterations and additions, except those occasioned by the sole gross negligence of the County, its employees, or agents.

(C) Rights to be Exercised by Department - Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

(D) Right to Regulate - Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Companies or its operations. Notwithstanding any

provision of this Agreement, nothing herein shall bind or obligate the County, the applicable Community Zoning Appeals Board, the Building Department, the Planning and Zoning Department, or any department, board or agency of the County, to agree to any specific request of Companies that relate in any way to the regulatory or quasi-judicial power of the County; and the County shall be released and held harmless by Companies from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action or injunctive relief; nor shall it preclude any action based on the County's bad faith, capricious behavior or arbitrary action.

4.24 **Agreement Subject to Applicable Rights of United States Government and the Florida Department of Transportation**

(A) Easements or Encumbrances - This Agreement is made by the County and accepted by the Companies subject to all of the existing easements and encumbrances and to subsequent easements or encumbrances and to all of the terms, conditions, reservations, exceptions, limitations and restrictions set forth in the deeds applicable to the Airport and the RCF, and subject to all of the rights of the Governments therein enumerated.

(B) Government Use of Airport - In the event the United States Government, shall take over the use of the RCF or the Airport, and such use shall so restrict the Companies in their operations as to make continued use of the Premises by the Companies impractical, then:

(1) This Agreement and rights and obligations hereunder shall, at the option of the Companies, exercised in writing, either: (a) automatically terminate, except as herein under provided; or (b) be suspended during the time the Premises or the Airport are being so used by the Government, and the term of this Agreement shall be automatically extended for the total period of the Agreement suspension.

(2) Any monies paid by the Government for the upkeep of, repairs to and the maintenance and replacement of facilities at the Airport shall be used by the County for such purposes.

(3) Any monies paid by the Government to the County as rental for the use of the Premises shall be retained by the County; provided, however, that if the Companies shall elect to suspend this Agreement for the period of the Government's use of the Premises, pursuant to subparagraph (A)(2) above, and rentals are paid by the Government for the use of any personal property or unamortized capital improvements installed thereon by Companies , the rentals received by the County for use of the Companies 's personal property or unamortized capital improvements shall be for the benefit of the Companies and paid thereto.

(4) In the event the Government shall take over the use of the Airport, and such use by the Government shall not materially restrict or hamper the Companies in its operations, the Companies shall continue to operate within the RCF and shall continue to pay any rentals, fees, and charges specified herein to be paid for such use.

(C) Federal Subordination - This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States

of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to, or assumption of control by, the United States of America shall be suspended.

4.25 **Other Provisions**

(A) No Representations - The County makes no representation, warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that County will not be responsible for any loss, damage or costs which may be incurred by the Companies by reason of any such physical condition.

(B) Headings - Any headings preceding the text of any Section s, sub-Section s, paragraphs or sections of this Agreement shall be solely for convenience of reference and shall neither constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(C) Notices - All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the parties as follows:

As to the County or Miami-Dade Aviation Department:

Director
Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504

With a copy to:

County Attorney's Office
PO Box 025504
Miami, Florida 33102-5504

As to the Companies: The recipient of Notices for each of the individual Companies is identified on Exhibit B attached hereto. The parties may change such address in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the United States Postal Service on the return receipt. Hand delivered notices shall be deemed received by each of the Companies when presented to the local management representative of the Companies.

(D) Interference - The Companies further expressly agree to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

(E) Authorized Uses Only - The Companies shall not use or permit the use of the Premises or the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the County on, or invalidate any insurance policies of the County or any policies of insurance written on behalf of the Companies under this Agreement.

(F) Binding Effect - The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their

successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

(G) Severability - If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and said invalid provision(s) of this Agreement are severable.

(H) Inspections - The authorized employees and representatives of the County and of any applicable federal or state agency having jurisdiction hereof shall have the right of access to the Premises at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Agreement. This right of inspection shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

(I) Quiet Enjoyment of Others - The Companies shall control the actions of their employees, agents, contractors, vendors, suppliers, subsidiaries, invitees and those doing business with it, so as to not unreasonably annoy, disturb or be offensive to others, and to provide the service hereunder so as to not unreasonably create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Airport.

(J) No Waiver - There shall be no waiver of the right of either party to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by either party, unless such waiver is explicitly made in writing by the other party. Any previous waiver or course of dealing shall not affect the right of either party to

demand strict performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence of any subsequent breach, default or non-performance hereof by the other party.

(K) Radon Disclosure - In accordance with Chapter 404.056, Florida Statutes, the following disclosure is hereby made:

> Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(L) Destruction of Premises - In the event the Premises shall be destroyed or so damaged or injured by fire, windstorm, flood or other casualty (and in each such event the Companies were not at fault in whole or in part) during the life of this Agreement that the Premises or any portion thereof are rendered unusable, the County shall have the right, but not the obligation, to render said Premises or damaged portion thereof usable by repairs completed within a reasonable period of time.

(1) Total Destruction - In the event the County elects not to render the Premises tenantable, if destroyed or damaged in their entirety, the Companies shall be so notified in writing by the Department, and this Agreement shall be deemed suspended as of the date of the casualty, with the Companies being liable only for payment of rentals, fees, and charges on a pro rata basis as to whatever portion(s) of the Premises which were tenantable and used by the Companies following the casualty. If the County elects thereafter to render the Premises tenantable, this Agreement and

individual Companies' obligations hereunder shall become effective upon the Date of Beneficial Occupancy of the RCF as to each individual company.

(2) Partial Destruction - For any partial destruction of the Premises, the parties shall cooperate in the re-assignment and relocation of the remaining usable Premises among the individual Companies, which reassigned and relocated Premises remaining in place until the partially destroyed Premises are renovated for use by the Companies, at which time the parties shall again cooperate to re-assign and relocate the individual Companies among the then-available Premises.

(3) Destruction Caused by Companies - If the destruction was caused in whole or in part by the Companies, their officers, employees, agents, contractors, vendors, suppliers, subsidiaries, invitees, or trespassers, then the Companies' shall not have the right to terminate this Agreement and shall be responsible under other provisions of this Agreement for payment to the County of all damage to the Premises, plus the loss of rentals attributable to the damaged or destroyed Premises.

(M) Definition of Day - For the purposes of this Agreement, except where otherwise expressly set forth in this Agreement and the Schedules, "days" shall mean all days except Saturday, Sunday, and official County holidays.

(N) Interpretation of Agreement - This Agreement is the result of negotiation between the parties hereto and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this Agreement shall not be construed in favor of or against any of the parties hereto.

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(O) Entirety of Agreement - The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

49

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

_____
Rental Car Company

By: _____
President

_____
Print Name

ATTEST:

_____
Corporate Secretary

_____
Print Name

(CORP. SEAL)

50

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

All Day Rent a Car Corp.
Rental Car Company

By: _____
President

Mario Romero
Print Name

ATTEST:

_____
Corporate Secretary

Mario Romero
Print Name

(CORP. SEAL)

Harry G
HARRY GUERRERO
MY COMMISSION # DD 651254
EXPIRES: April 15, 2011
Bonded Thru Notary Public Underwriters
Personally Known to me
12/02/09

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

Avis Rent-A-Car System, LLC.

Rental Car Company

By: _____

Robert Bouta, Senior Vice President
For Properties & Facilities for Avis Budget Car Rental, LLC
an authorized representative of Avis Rent A Car System, LLC

Print Name

ATTEST: _____

Assistant Secretary: Robert Muhs

Print Name

(CORP. SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

Budget Rent-A-Car System, Inc.

By: _____

Robert Bouta, Senior Vice President
For Properties & Facilities for Avis Budget Car Rental, LLC
an authorized representative of Budget Rent A Car System, Inc.

ATTEST:

Assistant Secretary: Paul Gallagher

Print Name

(CORP. SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

DTG Operations, Inc. dba Dollar Rent A Car
Rental Car Company

By: _____ MSH
President

R. Scott Anderson
Print Name

ATTEST:

_____
Corporate Secretary

Marcia A. Scott
Print Name

(CORP. SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

Enterprise Leasing Company of Florida, LLC
Rental Car Company

By: _____
Vice President / General Manager

ALAN D. LEVINE
Print Name

ATTEST:

_____
Corporate Secretary

MARK I. LITOW
Print Name

(CORP. SEAL)

State of Missouri
County of St. Louis (ss)

On this 23rd day of November in the year 2009 before me, the undersigned notary public, personally appeared Alan D. Levine, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Thelma E. Vazquez
Notary Public

THELMA E. VAZQUEZ
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 09772879
My Commission Expires April 19, 2013

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

E-2 RENT-A-CAR
Rental Car Company

By: _____
President

M. MEMARPOURI
Print Name

ATTEST:

_____
Corporate Secretary

Hesam Sahraian
Print Name

NOTARY PUBLIC-STATE OF FLORIDA
Mary Payne
Commission #DD872073
Expires: MAY 08, 2013
BONDED THRU ATLANTIC BONDING CO., INC.
Mary Payne
Personally Known
1/19-09

(CORP. SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

Lourdes Borrego

LOURDES BORREGO
Notary Public - State of Florida
My Commission Expires Jun 27, 2011
Commission # DD 689928
Bonded Through National Notary Assn

Royal Rent A Car Systems of Florida Inc.
Rental Car Company

By: _____
President

Ismael Pereira
Print Name

ATTEST:

_____
Corporate Secretary

Ismael Pereira
Print Name

(CORP. SEAL)

58

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

RAYLESS CAR RENTAL
Rental Car Company

By: _____
President

RICHARD L. STEVENS
Print Name

ATTEST:

_____
Corporate Secretary

TERESA CHANG
Print Name

(CORP. SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

NATIONAL RENTAL (US) INC.
Rental Car Company

By: _____
VICE President

GARY W. Cunningham
Print Name

ATTEST:

_____
Corporate Secretary ASST.

MARY K. DELASSUS
Print Name

(CORP. SEAL)

RW

State of Missouri
County of St. Louis (ss)

On this 23rd day of November in the year 2009, before me, the undersigned notary public, personally appeared Gary Cunningham, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Thelma E. Vazquez
Notary Public

THELMA E. VAZQUEZ
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 09772879
My Commission Expires April 19, 2013

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

THE HERTZ CORPORATION
Rental Car Company

By: _____
President
Simon Ellis
Vice President,
Global Real Estate & Concessions
Print Name

ATTEST:

_____
Corporate Secretary
Assistant Secretary

Robert M. Hurwitz
Print Name

(CORP. SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

Global Rent a Car South Fl. Inc
Rental Car Company

By: _____
President

Alfonso Llanes
Print Name

ATTEST:

_____
Corporate Secretary

Maria Alvarez
Print Name

(CORP. SEAL)

HARRY GUERRERO
MY COMMISSION # DD 651254
EXPIRES: April 15, 2011
Bonded Thru Notary Public Underwriters

Personally Known to me.
12/02/09

63

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

AIR + SEA RAC. INC.
Rental Car Company

By: Walter Sonne
President

WALTER SONNE
Print Name

ATTEST:

_____
Corporate Secretary

_____
Print Name

(CORP. SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

Family Auto Rental
Rental Car Company

By: _____
President

Ricardo Alvarez
Print Name

ATTEST:

_____
Corporate Secretary

Diana Tijon
Print Name

(CORP. SEAL)

Harry G

HARRY GUERRERO
MY COMMISSION # DD 651254
EXPIRES: April 15, 2011
Bonded Thru Notary Public Underwriters

Personally Known to me.
12/03/09

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

LOURDES BORREGO
Notary Public - State of Florida
My Commission Expires Jun 27, 2011
Commission # DD 689928
Bonded Through National Notary Assn.

EXCELLENCE LUXURY CAR RENTAL
Rental Car Company

By: _____
President

RAYMOND MITRI
Print Name

ATTEST:

_____
Corporate Secretary

RAYMOND MITRI
Print Name

(CORP. SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

DTG Operations, Inc. dba Thrifty Car Rental
Rental Car Company

By: _____ MSH
President

R. Scott Anderson
Print Name

ATTEST: _____
Corporate Secretary

Marcia A. Scott
Print Name

(CORP. SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(SEAL)

Alamo Rental (US) Inc.
Rental Car Company

By: _____
na President

Gary W. Cunningham
Print Name

ATTEST:

Mary K. DeLassus
Corporate Secretary Asst.

Mary K. DeLassus
Print Name

(CORP. SEAL)

State of Missouri
County of St. Louis (ss)

On this 23rd day of November in the year 2009 before me, the undersigned notary public, personally appeared Gary Cunningham known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Thelma E. Vazquez
Notary Public

THELMA E. VAZQUEZ
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 09772879
My Commission Expires April 19, 2013

EXHIBIT A
TO
AGREEMENT FOR
MAINTENANCE, OPERATIONAL SERVICES, FUEL SYSTEM AND CONSOLIDATED BUSING OPERATIONS
FOR THE
RENTAL CAR FACILITY AT MIAMI INTERNATIONAL AIRPORT

This Exhibit contains the environmental requirements referenced in Article 4.15 of the MOFB Agreement that is signed by each participating rental car company in the Rental Car Facility at MIA.

For purposes of this Exhibit, the term "Premises" shall refer to the Rental Car Facility at MIA (the "RCF"), including all areas of the RCF assigned to a rental car company, and the term "Agreement" shall refer to the MOFB Agreement to which this Exhibit is attached.

The term "Lessee" shall refer to each rental car company signing the MOFB Agreement.

The County may, at its option, accept performance from the Majority-in-Interest Committee or its designated contractor of any individual obligation of the Lessee hereunder, as set forth in Article 1.2 of the MOFB Agreement. Such acceptance by the County of performance by any other such party shall release the Lessee from its individual obligations hereunder, except as may be otherwise conditioned by the County.

Because this Exhibit was taken from Article 8 of a standard field lease document used by MDAD at MIA, the section references below are numbered 8.01, etc. Any reference below to "Article 8" or to a particular section within Article 8 shall be a reference to this Exhibit and to the Lessee's obligations under the MOFB Agreement.

Environmental Compliance

8.01 Definitions: For purposes of this Agreement, the following additional definitions apply:

(A) "Baseline Environmental Conditions" means the presence or release of Hazardous Materials, at, on, under, or from the Premises prior to Lessee's Occupancy Date, the presence or release of which was not caused by Lessee or Lessee's agents, employees, contractors, invitees or trespassers. Solely for purposes of this Agreement, it shall be presumed that the Baseline Environmental Conditions consist of the conditions identified in any existing (as of the date of this Agreement) Miami-Dade County maintained records, including contamination assessment reports and any other technical reports, data bases, remedial action plans, the Baseline Audit or the presence, discharge, disposal or release of any other Hazardous Materials originating prior to the Occupancy Date that comes to be located on the Premises and not caused by Lessee or Lessee's agents, employees, contractors, invitees or trespassers.

(B) "Environmental Claim" means any investigative, enforcement, cleanup, removal, containment, remedial or other private, governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable Environmental Requirement, against Lessee with respect to its operations at Miami International Airport or against or with respect to its operations at Miami International Airport or against or with respect to the Premises or any condition, use or activity on the Premises (including any such action against County), and any claim at any time threatened or made by any person against Lessee with respect to its operations at Miami International Airport or against or with respect to the Premises or any condition, use or activity on the Premises (including any such claim against County), relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Material or any applicable Environmental Requirement.

(C) "Environmental Law" means any applicable federal, state or local law, statute, ordinance, code, rule, or regulation, or license, authorization, decision, order, injunction, or decree, any of which may be issued by a judicial or regulatory body of competent jurisdiction, or rule of common law including, without limitation, actions in nuisance or trespass, and any judicial or agency interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C.§ 1251 *et seq.*; the Clean Air Act 42 U.S.C. § 7401 *et seq.*; the Toxic Materials Control Act 15 U.S.C. § 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; Chapters 403, 376 and 373, Florida Statutes; Chapters 24 and 25 of Miami-Dade County Code, and any other applicable local, state or federal environmental statutes, codes, or ordinances, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(D) "Environmental Requirement" means any Environmental Law, or any agreement or restriction entered into or applicable by law (including but not limited to any condition or requirement imposed by any insurance or surety company), as the same now exists or may be changed or amended or come into effect in the future, which pertains to health, safety, any Hazardous Material, or the environment, including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks.

With regard to any environmental agreements or restrictions entered into by MDAD, MDAD agrees to use reasonable efforts to apprise the Miami Airport Affairs Committee (the "MAAC"), which represents the interests of the airlines at the Airport, of any such agreements or restrictions and to obtain the MAAC's input into such items.

(E) "Hazardous Material" means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a hazardous substance, a hazardous waste or pesticide, or otherwise classified as hazardous or toxic, in or pursuant to any applicable Environmental Requirement; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or which causes or poses a threat to cause contamination or a nuisance on the Premises, any adjacent Premises or

a hazard to the environment of to the health or safety of persons on the Premises or Other Airport Property.

(F) "Initial Construction Period" means for any lease which contemplates construction or renovation for Premises not previously occupied in whole or in part by Lessee under this Agreement and/or any previous Agreement, a period of time not to exceed six (6) months commencing with the date on which Lessee breaks ground on the Premises for construction of foundations or commences such renovation.

(G) "Occupancy Date" means the date Lessee first entered, occupied or took possession of the Premises under any written or verbal agreement.

(H) "On" or "in" when used with respect to the Premises or any premises adjacent to the Premises, means "on, in, under, above or about."

(I) "Other Airport Property" means property on the Airport occupied or used by Lessee, or upon which Lessee performs operations, but which is not subject to a lease, sublease or other legal agreement governing the terms of Lessee's occupation, use or operations at such property.

(J) "Recognized Environmental Condition" shall have the meaning set forth in ASTM E 1527-05, Section 1.1.1, as such provision may be amended or superseded from time to time.

(K) "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

(L) "Remediation" means any investigation, clean-up, removal action, remedial action, restoration, repair, response action, corrective action, monitoring, sampling and analysis, installation, reclamation, closure, or post-closure in connection with the suspected, threatened or actual release of Hazardous Materials.

(M) "Trespassers" means third parties who have entered the Premises and whose actions while on the Premises have resulted in Release of Hazardous Materials directly onto the Premises. Notwithstanding the foregoing, for purposes of this Agreement, Trespassers shall not include those third parties whose actions took place off of the Premises and which resulted in the presence of Hazardous Materials on the Premises due to the migration of Hazardous Materials from that off-Premises location.

8.02 Lessee's Industrial Classification: Lessee represents and warrants to County that Lessee's Standard Industrial Classification ("SIC") code number, as published in the most recent SIC Manual from the United States Office of Management and Budget, and as used on Lessee's Federal Tax Return is _____.

8.03 Lessee's Acceptance of the Risks and Condition of Premises As-Is: Lessee agrees that the Premises shall be leased and delivered to Lessee in its current "as-is/with all faults" condition (but it is not intended by this provision that County be relieved from its duties expressly set forth in this Agreement or any other applicable agreement). Lessee hereby, warrants, covenants, agrees, and acknowledges that:

(A) Hazardous Materials may be present on the Premises and Other Airport Property. The County is currently engaged in a significant environmental remediation program at MIA.

(B) Under Article 8.06 below, Lessee is provided the opportunity to conduct and independent investigation of the Premises and the physical condition thereof, including the potential presence of any Hazardous Materials on or about the Premises. Lessee's report on the investigation, if any such report has been prepared, has been provided to the County and is listed in Tab B (Contamination Assessment Reports (CARS) Remedial Action Plans (RAPS) & Schedule 8 attached to this Agreement. Whether Lessee has conducted such an investigation or not, Lessee is willing to proceed with this Agreement notwithstanding the environmental conditions of the premises of the properties surrounding the premises, subject to Lessee's right to terminate this Agreement as otherwise provided herein.

(C) Because of the possible presence of environmental contaminants on the Premises or other Airport property, County has made no express, implied, or other representations of any kind with respect to the suitability or usability of the Premises or other Airport Property, or any improvements appurtenant thereto, including, without limitation, the suitability or usability of any building materials, building systems, soils or groundwater conditions (due to the presence of Hazardous Materials in, on, under, or about the Premises or other Airport property), for Lessee's proposed or intended use, and Lessee has relied solely on Lessee's own inspection and examination of such matters.

(D) Except as to County's obligations set forth in this Article of elsewhere in the Agreement, Lessee expressly assumes the risk that Hazardous Materials that are or may be present on the Premises at the commencement of this Agreement may affect the suitability or usability of the Premises for Lessee's proposed or intended use. Lessee agrees that, except to the extent of County's Remediation obligations provided in this Article 8, or any other discharge, disposal or release of Hazardous Materials or violation of Environmental Requirements, caused by County, its agents, employees or contractors and except with respect to Baseline Environmental Conditions, County shall have no responsibility or liability with respect to any Hazardous Materials on the Premises. Notwithstanding the foregoing, in no event shall County be liable to Lessee for damages relating to physical or personal injury, business interruptions relocation costs or any other cost (other than a cost for which County is liable under this Article 8) resulting from the presence of Hazardous Materials on the Premises at any time during the Agreement.

8.04 Responsibilities for Hazardous Materials:

(A) Unless the parties agree otherwise in writing, the County shall conduct response actions mandated by existing Environmental Requirements applicable to the County for (i) Hazardous Materials disclosed in the Lessee Audit to the extent required by Article 8.06 and (ii) Baseline Environmental Conditions, provided however that:

1) To the extent this Agreement covers Premises not previously occupied by Lessee and if this Agreement contemplates construction or renovation by the Lessee, any Hazardous Material discovered during the Initial Construction Period as defined in Article 8.01(F), shall be presumed to be a Baseline Environmental Condition under this Agreement except to the extent the Aviation Department demonstrates to the satisfaction of Lessee by written notice setting forth the Aviation Department's explanation as to why the Hazardous Material originated from a discharge, disposal or release that was caused by Lessee, Lessee's agents, employees, contractors, invitees

or Trespassers. Should Lessee determine that such a demonstration has not been made to Lessee's satisfaction, County may invoke the dispute resolution provision of 8.16. Until such time as the parties reach an agreement or such time as the dispute is otherwise resolved, responsibility for such Hazardous Material shall remain with the Aviation Department.

2) The extent this Agreement covers premises previously occupied by Lessee, and except for Baseline Environmental Conditions, Remediation of any Hazardous Material discovered on the Premises shall be the responsibility of the Lessee, except to the extent that Lessee demonstrates to the satisfaction of Aviation Department Management by written notice setting forth Lessee's explanation as to why the Hazardous Material originated from (1) a discharge, disposal or release outside of the Premises, unless such discharge, disposal or release was caused by Lessee, Lessee's agents, employees, contractors or invitees; (2) a discharge, disposal or release of Hazardous Material on the Premises prior to the date upon which Lessee first occupied the premises and not caused by Lessee or Lessee's agents, employees, contractors, invitees or Trespassers; or (3) a discharge, disposal or release caused by the County, its agents, employees, contractors or any third party. Should the Aviation Department determine that such a demonstration has not been made to Aviation Department's satisfaction, Lessee may invoke the dispute resolution provision of 8.16. Until such time as the parties reach an agreement or such time as the dispute is otherwise resolved, responsibility for such Hazardous Material shall remain with Lessee.

(B) County's responsibility for Remediation under this Article 8.04 shall be limited to the Recognized Environmental Conditions required to be remediated under applicable Environmental Requirements. If County is permitted to leave any Hazardous Material in place under applicable Environmental Requirements, County shall have the option of so doing, unless a governmental authority requires at any time the removal of Hazardous Materials for Lessee to be able to continue with construction or occupancy of the Premises. The County shall notify Lessee of any such decision to leave Hazardous Material in place.

(C) (1) To the extent they exist, the County has made available to Lessee a listing of contamination assessment reports and remedial action plans regarding any soil and groundwater contamination at the Premises. Such list is found on Tab B (Contamination Assessment Reports (CARS) Remedial Action Plans (RAPS) & Schedule 8 to this Agreement. The County may have already installed or may have plans to install remediation systems to clean up the contamination described in such reports to the extent they exist. Lessee agrees that during the term of the Agreement, County's authorized representatives shall have the right to enter the Premises in order to operate, inspect, maintain, relocate and replace any such installed systems. Without limiting the generality of the foregoing, the County shall have the right to: (a) install, use, monitor, remove (or, in connection with monitoring wells, abandon in place in accordance with applicable governmental regulations) soil borings, treatment systems, pumps, monitoring wells, and associated equipment; (b) construct, maintain, and ultimately remove various mechanical devices designed to aid in the monitoring and remediating effort; and (c) undertake such related activities as the Aviation Department or other governmental authorities may require or recommend, utilizing such methods as the Aviation Department or the applicable governmental authorities may elect in order to remediate the contamination described in any such reports.

(2) County shall utilize reasonable efforts to minimize any disturbance of the Lessee's use of the Premises caused by any Remediation it undertakes and shall provide Lessee prior written notice of such Remediation. Lessee agrees that it shall not

unreasonably interfere with or obstruct such Remediation. County and Lessee each agree to take such action as may be reasonable to coordinate their operations so as to minimize any interference with the other party. If vehicles, equipment, or materials belonging to the Lessee have to be temporarily relocated to permit the Remediation to be performed, the Lessee will effect such relocation at no expense to the County. Attached to Tab A (Leased Space Exhibits) is a site sketch of the Premises describing any existing or currently planned Remediation equipment and depicting the current and proposed future location of such equipment.

(3) If Remediation equipment or materials need to be temporarily stored in a secure location on the Premises, the Lessee will provide reasonable storage inside the building on the Premises for such equipment and materials at no expense to the County, provided, however, that Lessee shall bear no liability and otherwise shall have no responsibility for any theft of and/or damage to such equipment or materials so stored, to the extent Lessee took reasonable measures to prevent, such theft and/or damage and such theft and/or damage was not caused by Lessee or Lessee's employees. To the extent that water and electrical service within the Premises are not metered and the Lessee does not pay for such services directly, the Lessee will provide the County with water and electrical service from the Premises in connection with the Remediation, without charge. The Lessee acknowledges the Remediation may be conducted at the locations depicted on the site sketch attached to Tab A (Leased Space Exhibits) at any time during the term of the Agreement and may continue until such time as a no further action letter is obtained from the appropriate regulatory authorities.

8.05 Baseline Audit: The County has provided Lessee with a copy of an environmental audit of the Premises, conducted to identify any Recognized Environmental Conditions associated with the Premises, which audit may include analyses of soil and groundwater samples (the initial "Baseline Audit"). Except to the extent Lessee previously occupied the Premises, the County shall be responsible for any Recognized Environmental Conditions within the meaning of ASTM E 1527-05, or most recent version, disclosed by the Baseline Audit. Except to the extent Lessee previously occupied the Premises, Lessee may terminate this Agreement within sixty (60) days of receipt of the Baseline Audit if Lessee, in its sole discretion, determines that the Recognized Environmental Conditions disclosed in such Baseline Audit are unacceptable. To the extent Lessee previously occupied the Premises, Lessee, subject to its right to invoke the dispute resolution provision of 8.16, shall be responsible for all Recognized Environmental Conditions disclosed in the Baseline Audit, which are not otherwise Baseline Environmental Conditions, unless Lessee demonstrates to the County's satisfaction that the Recognized Environmental Conditions originated from (1) a discharge, disposal or release outside of the Premises, unless such discharge, disposal or release was caused by Lessee, Lessee's agents employees, contractors or invitees; or (2) a discharge, disposal or release of Hazardous Material on the Premises prior to Lessee's first occupancy of the Premises and not caused by Lessee, Lessee's agents, employees, contractors, invitees, or Trespassers.

8.06 Lessee Audit: Lessee, at its sole cost and expense, shall have the right to conduct, within sixty (60) days from the receipt of the Baseline Audit, an environmental inspection of the Premises (the "Lessee Audit"), through an independent environmental consultant approved in writing by County, such approval not to be unreasonably withheld or delayed. If Lessee elects to conduct a Lessee Audit, it shall furnish County a copy of the Lessee Audit within thirty (30) days of Lessee's receipt of the Lessee Audit. The purpose of the Lessee Audit is to determine whether there are present on the Premises any Recognized Environmental Conditions not identified in the Baseline Audit, any previous audits, or any contamination assessment reports or remedial action plans,

to the extent any such documents exist. Within thirty (30) days of receipt of such Lessee Audit, the County shall notify Lessee if it disputes the Recognized Environmental Conditions or the delineation of any subsurface conditions described in the Lessee Audit. If the Lessee Audit reveals any Recognized Environmental Conditions or delineates any subsurface contamination not disclosed in any contamination assessment reports, remedial action plans, or the Baseline Audit, and which are not otherwise considered Baseline Environmental Conditions under the term of this Agreement, then, except to the extent that Lessee previously occupied the Premises, the County shall notify Lessee whether the County has agreed to be responsible for such Recognized Environmental Conditions and delineated subsurface contamination to the same extent as the County is responsible for the Recognized Environmental Conditions and subsurface contamination disclosed in any contamination assessment reports, remedial action plans and the Baseline Audit. To the extent the Lessee previously occupied the Premises, Lessee shall be responsible for all Recognized Environmental Conditions disclosed in the Lessee Audit that are not Baseline Environmental Conditions unless Lessee demonstrates to the satisfaction of Aviation Department Management by written notice setting forth Lessee's explanation why the Recognized Environmental Conditions originated from (1) a discharge, disposal or release outside of the Premises, unless such discharge, disposal or release was caused by Lessee, Lessee's agents, employees, contractors, or invitees; (2) a discharge, disposal or release of Hazardous Material on the Premises prior to the Occupancy Date and not caused by Lessee or Lessee's agents, employees, contractors, invitees or Trespassers; or (3) a discharge, disposal or release caused by County or third party. Should the Aviation Department determine that such a demonstration has not been made to Aviation Department's satisfaction, Lessee may invoke the dispute resolution provision of 8.16 Until such time as the parties reach an agreement or until such time as the dispute is otherwise resolved, responsibility for such Recognized Environmental Condition shall remain with Lessee.

8.07 Environmental Maintenance of Premises: Except for the obligations of the County under this Article 8, Lessee shall, at its sole cost and expense, keep, maintain and use the Premises, and operate within the Premises at all times, in compliance with all applicable Environmental Laws, and shall maintain the Premises in good and sanitary order, condition, and repair.

8.08 Lessee's Use of Hazardous Materials: Tab C (Lessee's Hazardous Material List) is a complete list of all Hazardous Materials which Lessee currently intends to use on the Premises or Other Airport Property during the term of the Agreement which have been approved by the County, and the use, storage and transportation of which on or about the Premises shall not be subject to County's approval or objections. Except for those Hazardous Materials listed on Tab C, Lessee shall not use, store, generate, treat, transport, or dispose of any Hazardous Material on the Premises or Other Airport Property without first providing the County thirty (30) days written notice prior to bringing such Hazardous Material upon the premises. To the extent certain Hazardous Materials are be needed to be used by Lessee on a non-routine basis, such as for emergency repairs, Lessee may provide such notice within twenty-four (24) hours of bringing such Hazardous Material upon the premises. Notwithstanding the foregoing, County may object to the use of any previously-approved Hazardous Material should County reasonably determine that the continued use of the Hazardous Material by Lessee presents a material increased risk of site contamination, damage or injury to persons, Premises, resources on or near the Premises of Other Airport Property, or noncompliance due to a change in regulation of such Hazardous Material under applicable Environmental Law. Upon County's objection, Lessee shall immediately remove the Hazardous Material from the site. This

section 8.08 shall not apply to Hazardous Materials which are not used, generated, treated or disposed of by Lessee but which are otherwise transported by Lessee solely in the course of Lessee's business, such as cargo operations, and for which Lessee has no knowledge as to the identity of such hazardous materials prior to such transport. County's objection or failure to object to the use, storage, generation, treatment, transportation, or disposal of Hazardous Material under this paragraph, or the exclusion of certain Hazardous Materials under this paragraph, shall not limit or affect Lessee's obligations under this Agreement, including Lessee's duty to remedy or remove releases or threatened releases; to comply with applicable Environmental Law and/or Environmental Requirements relating to the use, storage, generation, treatment, transportation, and/or disposal of any such Hazardous Materials; or to indemnify County against any harm or damage caused thereby. Lessee shall promptly and completely answer periodic questionnaires from the County concerning Lessee's practices regarding the generation, use, storage, and disposal of Hazardous Materials under this Agreement.

8.09 Entry by County:

(A) Notwithstanding any other right of entry granted to County under this Agreement, and subject to the requirements set forth in Article 8.09(B), MDAD shall have the right, at its own expense and upon reasonable notice, to enter the Premises or to have consultants enter the Premises throughout the Term of this Agreement for the purposes of: (1) determining whether the Premises are in conformity with applicable Environmental Law; (2) conducting an environmental review or investigation of the Premises; (3) determining whether Lessee has complied with the applicable environmental requirements of this Agreement; (4) determining the corrective measures, if any, required of Lessee to ensure the safe use, storage, and disposal of Hazardous Materials; or (5) removing Hazardous Materials (except to the extent used, stored, generated, treated, transported, or disposed of by Lessee in compliance with applicable Environmental Requirements and the terms of this Agreement). Lessee agrees to provide access and reasonable assistance for such inspections. MDAD shall use its best efforts to reasonably minimize interruptions of business operations on the Premises.

(B) Such inspections may include, but are not limited to, entering the Premises or adjacent property with drill rigs of other machinery for the purpose of obtaining laboratory samples of environmental conditions or soil or groundwater conditions. Lessee shall have the right to collect split samples of any samples collected by MDAD, MDAD shall not be limited in the number of such inspections during the Term of this Agreement MDAD will conduct such inspections during Lessee's normal business hours, but MDAD may conduct such inspections in other than normal business hours if the circumstances so require. For inspections conducted by MDAD, MDAD agrees to provide Lessee with reasonable notice (not less than twenty four (24) hours) prior to inspecting the Premises; provided however, that such notice period shall not apply under circumstances in which MDAD reasonably determines that there exists an immediate threat to the health, safety, or welfare of any persons. Based on the results of such inspections, should MDAD reasonably determine that Hazardous Materials have been released, discharged, stored, or used on the Premises in violation of the terms of this Agreement, Lessee shall, in a timely manner, at its expense, remove such Hazardous Materials in a manner not inconsistent with applicable Environmental Law and otherwise comply with the reasonable recommendations of MDAD and any regulatory authorities related to the results of such inspections. The right granted to MDAD herein to inspect the Premises shall not create a duty on MDAD's part to inspect the Premises, nor liability of MDAD for Lessee's use, storage, or disposal of Hazardous

Materials, it being understood that Lessee shall be solely responsible for all liability in connection therewith. MDAD shall provide the results of such inspections to the Lessee in a timely manner if requested to do so in writing. Nothing herein shall be construed to limit, restrain, impair or interfere with County's regulatory authority to conduct inspections and/or the manner in which it conducts such inspections. Lessee shall not be liable or otherwise responsible for any property damage to the Premises or injury to any person caused by County, its agents or consultants during County's inspection under this Section 8.09.

8.10 Permits and Licenses: The Lessee warrants that it will secure at the times required by issuing authorities all applicable permits or approvals that are required by any governmental authority having lawful jurisdiction to enable Lessee to conduct its obligations under this Agreement. Upon written request, Lessee shall provide to County copies of all permits, licenses, certificates of occupancy, approvals, consent orders, or other authorizations issued to Lessee under applicable Environmental Requirements, as they pertain to the Lessee's operations on or use of the Premises or Other Airport Property.

8.11 Notice of Discharge to County:

(A) In the event of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge or clean up of any Hazardous Material on the Premises or Other Airport Property in connection with Lessee's operation thereon; or (ii) any written Environmental Claim affecting Lessee from any person or entity resulting from Lessee's use of the Premises or Other Airport Property, then Lessee shall immediately notify County orally within twenty-four (24) hours and in writing within three (3) business days of said notice. If County is reasonably satisfied that Lessee is not promptly commencing the response to either of such events. County shall have the right but not the obligation to enter onto the Premises or to take such other actions as it shall deem reasonably necessary or advisable to clean up, remove, resolve or minimize the impact of or otherwise deal with any such Hazardous Material or Environmental Claim following receipt of any notice from any person or any entity having jurisdiction asserting the existence of any Hazardous Material or an Environmental Claim pertaining to the Premises, which if true, could result in an order, suit or other action against the County. If Lessee is unable to resolve such action in a manner which results in no liability on the part of County, all reasonable costs and expenses incurred by County shall be deemed additional rent due County under this Agreement and shall be payable by Lessee upon demand, except to the extent they relate to a Baseline Environmental Condition.

(B) With regard to any reporting obligation arising out of Lessee's operations or during the Agreement, Lessee shall timely notify the State of Florida Department of Environmental Protection, Miami-Dade County Department of Environmental Resources Management, and the United States Environmental Protection Agency, as appropriate, with regard to any and all applicable reporting obligations while simultaneously providing written notice to County.

(C) Within sixty (60) days of execution of this Agreement, Lessee shall submit to County an emergency action plan/contingency plan setting forth in detail Lessee's procedures for responding to spills, releases, or discharges of Hazardous Materials. The emergency action plan/contingency plan shall identify Lessee's emergency response coordinator and Lessee's emergency response contractor.

8.12 Reports to County: For any year in which any Hazardous Materials have been used, generated, treated, stored, transported or otherwise been present on or in the Premises, (or on or in other Airport property for purposes related to Lessee's

operations on the Premises), Lessee shall provide County with a written report listing: the Hazardous Materials which were present on the Premises or other Airport property; all releases of Hazardous Material that occurred or were discovered on the Premises or other Airport property and which were required to be reported to regulatory authorities under applicable Environmental Laws; all enforcement actions related to such Hazardous Materials, including all, consent agreements or other non-privileged documents relating to such enforcement actions during that time period. In addition, Lessee shall provide County with copies of any reports filed in accordance with the Emergency Planning and Community Right to Know Act (EPCRA) and shall make available for review upon request by County copies of all manifests for hazardous wastes generated from operations on the Premises. Lessee shall provide the report required under this section to the County by April 1 of each year for the preceding calendar year.

8.13 Periodic Environmental Audits: Lessee shall establish and maintain, at its sole expense, a system to assure and monitor its continued compliance on the Premises with all applicable Environmental Laws, which system shall include, no less than once each year a detailed review of such compliance (the "Environmental Audit Exhibit E") by such consultant or consultants as County may approve, which approval shall not be unreasonably withheld, delayed or conditioned. Alternatively, if the Aviation Department approves, which approval shall not be unreasonably withheld, delayed, or conditioned, such Environmental Audit may be conducted by Lessee's personnel but in either case Lessee shall provide County with a copy or summary of its report of its annual Environmental Audit, which shall be consistent with ASTM's "Practice for Environmental Regulatory Compliance Audits" which shall include in its scope the items listed in Tab C (Lessee's Hazardous Material List) hereto or other recognized format approved by County. If the Environmental Audit indicates any unresolved violation of any applicable Environmental Law and/or Environmental Requirements, Lessee shall, at the request of County, provide a detailed review of the status of any such violation within thirty (30) days of the County's request.

8.14 Remediation of Hazardous Material Releases: If Lessee or Lessee's agents, employees, contractors, invitees or trespassers cause any Hazardous Materials to be released, discharged, or otherwise located on or about the Premises or Other Airport Property during the term of this Agreement ("Hazardous Material Release"), Lessee shall promptly take all actions, at its sole expense and without abatement of rent, as are reasonable and necessary to return the affected portion of the Premises or Other Airport Property and any other affected soil or groundwater to their condition existing prior to the Hazardous Material Release in a manner not inconsistent with applicable Environmental Law. County shall have the right to approve all such remedial work, including, without limitation: (i) the selection of any contractor or consultant Lessee proposes to retain to investigate the nature or extent of such Hazardous Material Release or to perform any such remedial work; (ii) any reports or disclosure statements to be submitted to any governmental authorities prior to the submission of such materials; and (iii) any proposed remediation plan or any material revision thereto prior to submission to any governmental authorities. The County's approvals shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, County's prior consent shall be not be necessary if a Hazardous Material Release poses an immediate threat to the health, safety, or welfare of any persons and, despite Lessee's best efforts, it is not practicable to obtain County's consent before taking remedial action to abate such immediate threat, provided that: (a) Lessee shall notify County as soon as possible and shall thereafter obtain County's consent as otherwise provided in this paragraph; and (b) Lessee shall take only such action as may be necessary or appropriate to abate such immediate threat and shall otherwise comply

with the provisions of this paragraph. In addition to any rights reserved by County in this Agreement, County shall have the right, but not the obligation, to participate with Lessee, Lessee's consultants and Lessee's contractors in any meetings with representatives of the governmental authorities and Lessee shall provide County reasonable notice of any such meetings. All remedial work shall be performed in compliance with all applicable Environmental Laws. The County's consent to any remedial activities undertaken by Lessee shall not be withheld so long as County reasonably determines that such activities will not cause any material adverse long-term or short-term effect on the Premises, or other adjoining property owned by County. Lessee's obligations in this section do not apply to Baseline Environmental Conditions.

8.15 Indemnity: Lessee shall indemnify, defend (with counsel reasonably satisfactory to County), and hold County, its directors, officers, employees, agents, assigns, and any successors to County's interest in the Premises, harmless from and against any and all loss, cost, damage, expense (including reasonable attorneys' fees), claim, cause of action, judgment, penalty, fine, or liability, directly or indirectly, relating to or arising from the use, storage, release, discharge, handling, or presence of Hazardous Materials on, under, or about the Premises or Other Airport Property and caused by Lessee, Lessee's agents, employees, contractors, invitees or trespassers. This indemnification shall include without limitation: (a) personal injury claims; (b) the payment of liens; (c) diminution in the value of the Premises or Other Airport Property; (d) damages for the loss or restriction on use of the Premises or Other Airport Property; (e) sums paid in settlement of claims; (f) reasonable attorneys' fees, consulting fees, and expert fees, (g) the cost of any investigation of site conditions, and (h) the cost of any repair, cleanup, remedial, removal, or restoration work or detoxification if required by any governmental authorities or deemed necessary in County's reasonable judgment, but shall not extend to such claims, payment, diminution, damages, sums, fess or costs to the extent caused (i) solely by an act of God or (ii) by the negligent or willful misconduct of the County, its officers, employees, contractors or agents. For any legal proceedings or actions initiated in connection with the Hazardous Materials Release, County shall have the right at its expense but not the obligation to join and participate in such proceedings or actions in which the County is a named party, and control that portion of the proceedings in which it is a named party. County may also negotiate, defend, approve, and appeal any action in which County is named as a party taken or issued by any applicable governmental authorities with regard to a Hazardous Materials Release; provided, however, claims for which Lessee may be liable pursuant to this Article 8.15 shall not be settled without Lessee's consent. Any costs or expenses incurred by County for which Lessee is responsible under this paragraph or for which Lessee has indemnified County: (i) shall be paid to County on demand, during the term of this Agreement as additional rent; and (ii) from and after the expiration or earlier termination of the Agreement shall be reimbursed by Lessee on demand. Lessee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement and shall bind Lessee's successors and assignees and inure to the benefit of County's successors and assignees. Notwithstanding any other provision of this Agreement, this section 8.15 does not apply to Baseline Environmental Conditions or a discharge, disposal or release caused by the County, its officers, employees, contractors or agents.

(A) This indemnity specifically includes the direct obligation of Lessee to perform, at its sole cost and expense, any remedial or other activities required or ordered by court or agency having competent jurisdiction over the subject matter, or otherwise necessary to avoid or minimize injury or liability to any person, or to prevent the spread of Hazardous Materials.

(B) In addition, because costs of Hazardous Materials discharges are passed on to airlines through the residual rate charging mechanism at Miami International Airport and the charges to Lessee will be increased to offset such costs. Lessee agrees in order to minimize its obligations in this regard to use best efforts to assist the Aviation Department in responding to Hazardous Materials spills in or Airport property reasonably close the Premises used by Lessee by making Lessee's remediation equipment and personnel available for such emergency remediation activity. However, Lessee may provide such assistance only at the direct request of the Aviation Department and only if Lessee's remediation equipment is intended to be utilized for the Hazardous Material spill at issue and only if Lessee's personnel have been trained to respond to the Hazardous Material spill at issue. If Lessee is directed to perform any remedial work under this Article 8.15(B) for which it is later determined that Lessee is not responsible, the Aviation Department shall reimburse Lessee for all costs associated with or arising out of Lessee's performance of such remedial work. Lessee shall cooperate with the Aviation Department in any subsequent effort by the Aviation Department to recover from the responsible parties all costs involved with the remediation effort that utilized Lessee's equipment and personnel. Lessee shall perform all such work in its own name in accordance with applicable laws. Lessee acknowledges that the County's regulatory power in this regard is independent of the County's contractual undertakings herein, and nothing herein shall affect the County's right in its regulatory capacity to impose its environmental rules, regulations, and authorities upon the Lessee in accordance with the law.

(C) In the event Lessee fails to perform its obligations in Article 8.15(A) above, and without waiving its rights hereunder, County may, at its option, perform such remedial work as described in Article 8.15(A) above, and thereafter seek reimbursement for the costs thereof. In accordance with this Article 8, Lessee shall permit County or its designated representative access to the Premises areas to perform such remedial activities.

(D) Whenever County has incurred costs described in this section as a result of the failure of Lessee to perform its obligations hereunder, Lessee shall, within thirty (30) days of receipt of notice thereof, reimburse County for all such expenses together with interest at the rate of 1 ½ % per month on the outstanding balance commencing on the thirty-first date following Lessee's receipt of such notice until the date of payment.

(E) To the extent of Lessee's responsibility under this Article and without limiting its obligations under any other paragraph of this Agreement, and except to the extent of County's responsibility for environmental conditions set forth in this Article 8, Lessee shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual Hazardous Materials contamination on the Premise. Lessee's responsibility under this paragraph includes but is not limited to responding to such orders on behalf of County and defending against any assertion of County's financial responsibility or individual duty to perform under such orders. Lessee shall assume, pursuant to the indemnity provision set forth in this Article 8, any liabilities or responsibilities which are assessed against County in any action described under this paragraph.

8.16 Dispute Resolution: County and Lessee agree that any dispute between them relating to this Article 8 will first be submitted, by written notice, to a designated representative of both County and Lessee who will meet at County's place of business or other mutually agreeable location, or by teleconference, and confer in an effort to resolve such dispute. Any decision of the representatives will be final and binding on the parties. In the event the representatives are unable to resolve any dispute within ten (10) days after submission to them, either party may refer the dispute to mediation, or institute any other available legal or equitable proceeding in order to resolve the dispute.

8.17 Waiver and Release: Lessee, on behalf of itself and its heirs, successors and assigns, hereby waives, releases, acquits and forever discharges County, its principals, officers, directors, employees, agents, representatives and any other person acting on behalf of the County, and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Lessee or any its heirs, successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present or future physical characteristic or condition of the Premises, including, without limitation, any Hazardous Material, in at, on, under or related to the Premises, or any violation or potential violation of any Environmental Law applicable thereto; provided, however, this Article 8.17 shall not constitute a waiver or release of any obligation of County under this Article 8. Lessee acknowledges that County would not enter into this Agreement without Lessee's agreement to the waiver and release provided herein.

8.18 Reserved.

8.19 Surrender of Premises: Lessee shall surrender the Premises used by Lessee to County upon the expiration or earlier termination of the "Rental Car Concession Agreement and Facility Lease Agreement for Operation of a Nonexclusive Rental Car Concession at Miami International Airport and Lease of Premises in the Consolidated Rental Car Facility at the Miami Intermodal Center," signed by the Lessee, free of debris, waste, and Hazardous Materials used, stored, or disposed of by Lessee or its agents, employees, contractors, invitees or Trespassers, or otherwise discharged on the Premises or Other Airport Property for which Lessee is responsible during the term of this Agreement. The Premises shall be surrendered in a condition that complies with all applicable Environmental Requirements, and such other reasonable environmental requirements as may be imposed by County. Lessee shall not be responsible under this section 8.19 to the extent of County's obligations under this Article 8.

8.20 Breach: Any breach by Lessee of any provision of this Article 8 shall, after notice and a reasonable opportunity for Lessee to cure, constitute a default of the Agreement and shall entitle County to exercise any and all remedies provided in the Agreement, or as otherwise permitted by law.

8.21 Survivability of Terms: the terms and conditions of this Article 8, including the indemnity, waiver, and release, shall survive the termination of this Agreement.

8.22 Right to Regulate: As provided for in Article 4.23(D) of the Agreement, nothing within this Article 8 shall be construed to waive or limit, restrain, impair or interfere with the County's regulatory authority.

Exhibit B
TO
AGREEMENT FOR
MAINTENANCE, OPERATIONAL SERVICES, FUEL SYSTEM AND CONSOLIDATED BUSING OPERATIONS
FOR THE
RENTAL CAR FACILITY AT MIAMI INTERNATIONAL AIRPORT

Rental Car Concessionaires
Notices for Each Individual Company

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Exhibit B
TO
AGREEMENT FOR
MAINTENANCE, OPERATIONAL SERVICES, FUEL SYSTEM AND CONSOLIDATED BUSING OPERATIONS
FOR THE
RENTAL CAR FACILITY AT MIAMI INTERNATIONAL AIRPORT

Rental Car Concessionaires
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