

STILLWATER REGIONAL AIRPORT AUTHORITY
and
THE CITY OF STILLWATER

**RENTAL CONCESSION AGREEMENT FOR OFF-PREMISES CAR RENTAL
OPERATOR PROVIDING ON-SITE RENTAL VEHICLE DELIVERY/RETURN**

THIS RENTAL CONCESSION AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the Stillwater Regional Airport Authority and the City of Stillwater, Oklahoma, a municipal corporation, whose business address is 2020-1 West Airport Road, Stillwater, Oklahoma 74075 and Avis Budget Car Rental, LLC, ('Concessionaire'), whose business address is 6 Sylvan Way, Parsippany, New Jersey 07054.

WITNESSETH:

WHEREAS, the Stillwater Regional Airport Authority and the City of Stillwater (hereinafter collectively referred to as "Stillwater") is the owner and operator of a general aviation airport located at 2020-1 West Airport Road, Stillwater, Oklahoma 74075 and commonly known as Stillwater Regional Airport ("SRA" or the "Airport") and

WHEREAS, automobile rental services at the Airport are desirable for proper accommodation of passengers arriving at and departing from the Airport; and

WHEREAS, the Concessionaire is engaged in the business of automobile rental services and has the right to operate the Avis Budget brand which includes Avis, Budget, and Payless brand rental cars and wishes to obtain rights and privileges to operate at the Airport; and

WHEREAS, Stillwater desires to make automobile rental services available to its customers and invitees at the Airport and, to that end, desires to enter into an Agreement whereby the Concessionaire will operate such service in accordance with the adopted Car Rental Facility - Regulations; and

WHEREAS, the Concessionaire desires to lease certain premises, facilities and be afforded rights, in connection with and on the Airport for the purpose of providing rental vehicle services, and Stillwater is willing to lease the same to the Concessionaire upon the terms and conditions hereinafter stated;

NOW, THEREFORE, and in consideration of the premises and of the mutual covenants and agreements herein contained and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Stillwater and the Concessionaire do hereby agree as follows, to-wit:

ARTICLE I: PREMISES AND LICENSES

Stillwater does hereby lease to Concessionaire the following premises, facilities, licenses and rights on or in connection with the property and improvements of Stillwater known as the Stillwater Regional Airport, for the purpose of providing On-Site Rental Vehicle Delivery/Return services for the public as an Off-Premises Operator which shall include the following, more particularly hereinafter set forth:

1.1 Premises. Stillwater rents to the Concessionaire upon the terms and conditions hereinafter stated those premises on the Airport designated and described as follows (the "Premises"):

(a) Exclusive use of four (4) parking spaces for parking employee and rental cars in a parking area reserved for such service at the Terminal Building as designated by the SRA Director. Concessionaire shall have the right to identify such exclusive spaces by signs or otherwise, as being exclusively for Concessionaire's use. Concessionaire will also have the option to lease an additional two (2) parking spots subject to availability and approval by the SRA Director.

(b) Concessionaire agrees and understands that, by reason of the broad public interest in the efficient maintenance, operation and development of the Airport, Stillwater hereby expressly reserves the right to terminate this Agreement upon a determination by the SRA Director that the Leased Premises are needed for permanent Airport construction, or development, or improvements. Such construction, development or improvements shall be for airport and or aviation purposes only. In the event that permanent Airport construction, development or improvement necessitates termination of this Agreement, Concessionaire shall surrender the Leased Premises to Stillwater within ninety (90) days from receipt of Stillwater's written notice of its intent to terminate the Agreement pursuant to this provision. Stillwater shall use its best efforts to provide Concessionaire with replacement premises at the Airport at the rates not to exceed those provided in this Agreement and under the same terms and conditions as this Agreement or the then current lease agreement in use by Stillwater subject to the same periods of duration and renewal options of this Agreement. Concessionaire hereby acknowledges that it shall not be entitled to damages due to loss of any type of income caused by the termination of this Agreement as described in this provision.

ARTICLE II: TERM

2.1 Permit. Concessionaire must obtain an annual permit from SRA as set forth in the adopted Car Rental Facility – Regulations.

2.2 Term. This Agreement shall be and remain in full force and effect for a period commencing on March 1, 2020 and ending on June 30, 2020 (the "Term"). The parties will have the option to renew for one (1) additional one-year (1-year) term beginning July 1, 2020 and ending on June 30, 2021 (the "Renewal Term"), at the same terms and conditions as provided herein and in accordance with the adopted Car Rental Facility - Regulations. The option to renew this agreement requires consent of both parties and must be made in writing prior to the end of the term. Notwithstanding the foregoing, Stillwater or the Concessionaire shall have the right to terminate this Agreement at any time during the Term, or during the renewal term (if exercised) without penalty or payment, by providing Ninety (90) days written notice to the other party. Concessionaire will also have the right to terminate this agreement within thirty (30) days if commercial flight service to the Airport ceases.

ARTICLE III: USE OF LEASED PREMISES

3.1 Use. The Premises herein described shall be used by the Concessionaire as an Off-Premises Operator for the purpose of providing On-Site Rental Vehicle Delivery/Return service at the Airport and for the purpose of arranging for such services for passengers and the general public using the Airport, at destinations where automobile rental service is furnished by the Concessionaire. Stillwater hereby grants to the Concessionaire, subject to the terms and conditions hereinafter contained, the right to conduct and operate an automobile rental concession at the Airport for the purposes aforesaid.

This concession shall not be construed to be an exclusive concession and Stillwater shall have the right to deal with and perfect arrangements with any other individual, firm or corporation for engaging in like activities at the Airport, provided that in the event that any contract granted by Stillwater to any other rental car company providing similar service levels shall contain any terms and conditions more favorable to such company than the terms and conditions herein described, then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other company. The intent of this provision is to ensure that Stillwater shall exercise due diligence to ensure the Concessionaire will be able to compete on terms as equal as possible with all other rental car companies and to ensure that no other company shall enjoy any rights or privileges more favorable to such company than those enjoyed by the Concessionaire herein.

ARTICLE IV: FEES

The Concessionaire agrees to pay Stillwater for the Premises, rights, licenses and privileges herein granted, the following:

4.1 Terminal Space and Rights Granted.

(a) Concessionaire agrees to pay Stillwater, as payment for the rights and privileges herein granted by Stillwater for the term hereinbefore set forth, Ten Percent (10%) of all Gross Revenues (as hereinafter defined).

(b) Gross Revenue. The term "gross revenue", as used herein, shall mean all the time, mileage and all other charges (except those specifically herein excluded), in connection with rentals entered into at the airport with all customers at the airport, net of any discounts, coupons or credits at the time the rental contract is closed. Gross Revenues shall not include the following:

- the amount of any Federal, State or Municipal sales or similar taxes, separately stated and collected from customers of the Concessionaire, now or hereafter levied or imposed;
- any sums received from insurance or otherwise for damage to automobiles or other property of the Concessionaire, or for loss, conversion, or abandonment of such automobiles;
- any sums received for the sale of our motor vehicles.
- Fuel;
- Carbon Offsets;

- Rentals originating from Concessionaire rental locations other than SRA Any amounts received as payment and administration of red light tickets, parking tickets, other governmental fines and fees, tolls, towing and impounded vehicles;
- Any revenues received from rentals to local customers, or otherwise, who is not an "airline passenger" as defined by the interim minimum standards.
- Any amounts received not specifically included above as included in Gross Revenue shall be excluded from Gross Revenues.

No deduction shall be made from gross revenues for bad accounts.

(c) Parking. Concessionaire agrees to pay twenty dollars (\$20) per parking space per month for designated parking spaces. Unless otherwise amended Concessionaire will have four (4) designated parking spaces as described in Exhibit A.

(d) Key Box. Concessionaire agrees to pay twenty-five dollars (\$25) per month for the placement of a Key Box in the terminal. The Key Box shall be installed at the sole expense of Concessionaire and placed in a designated area at or upon the Airport as may be designated by the SRA Director.

4.2 Time of Payment. On the twentieth (20th) day of the month after the end of each month, the Concessionaire shall furnish to Stillwater a signed report of the Concessionaire's gross revenues during the then preceding month, along with such other information as may be requested and shall simultaneously pay to Stillwater the amount which represents Ten Percent (10%) of Gross Revenues as set forth in Section 4.1 for the preceding calendar month. Payments not made by the twentieth (20th) day of the month are considered late and subject to a 10% late payment fee.

4.3 Place of Payment. All sums due hereunder and the report of gross revenues listed in Paragraph 4.2 hereof shall be paid, or made by delivery, to the SRA Director at the Airport. Reports of gross revenues shall be in such detail as Stillwater shall reasonably require and be signed by the Concessionaire.

4.4 Competitive Operations. Stillwater agrees that all rental car agencies who contract with Stillwater for similar space within the Terminal Building and who provide similar automobile rental services and at similar service levels under an agreement with substantially the same terms will be required to pay no less than 10% of gross revenues to the City. The intent of this provision is to ensure that Stillwater shall exercise due diligence to ensure the Concessionaire will be able to compete on terms as equal as possible with all other rental car companies and to ensure that no other company shall enjoy any rights or privileges more favorable to such company than those enjoyed by the Concessionaire herein.

ARTICLE V: RIGHTS AND PRIVILEGES OF CONCESSIONAIRE

During the Term or Renewal Term hereof the Concessionaire shall have the following rights and privileges:

5.1 Signs. The Concessionaire may install and thereafter operate and maintain at its own cost and expense, in accordance with applicable interim standards, minimum standards, laws and

ordinances, illuminated or non-illuminated signs, conforming to the general decorative scheme of the Terminal Building, advertising the Concessionaire's business on the Premises rented to the Concessionaire hereunder, and at such other place or places in or upon the Airport as may be designated by the SRA Director.

Stillwater, however, retains the right: (a) to approve the type and location of signs to be installed, erected or maintained; and (b) to move, if the Concessionaire fails to do so promptly upon written notice, any signs installed without approval of Stillwater or not maintained in accordance with Stillwater's requirements.

5.2 Right of Removal. The right before or upon termination of this Agreement to promptly remove such items as may have been installed in or upon the Premises at the Airport by the Concessionaire, pursuant to Paragraph 5.1 hereof.

5.3 Use of Roads and Driveways. The right to use in common with others the Airport roads and driveways necessary in the conduct, operation and maintenance of the Concessionaire's concession hereunder. Such use shall be consistent with existing interim or minimum standards, laws and ordinances.

5.4 Installations by the Concessionaire. The Concessionaire may install at its own cost and expense, in accordance with applicable laws and ordinances, in or on any space which is exclusively leased to the Concessionaire under Article I hereof, and/or as this Agreement may be amended, equipment and structures that it shall determine to be necessary for use in connection with the Concessionaire's automobile rental service; provided, however, that Stillwater shall have the right to inspect and approve the plans and specifications of any such equipment and improvements prior to installation thereof and to refuse to permit any such installation if the external appearance thereof does not meet Stillwater's requirements for a pleasing interior or exterior appearance of all buildings and structures on the Airport, or if type of equipment or manner of installation or the location thereof does not meet Stillwater's requirements for the safe use of the Airport and appurtenances. The Concessionaire shall have the right, at its own cost and expense, to alter, modify and repair and maintain any of its equipment, installations, or improvements except that the requirements contained in the next succeeding sentence shall be applicable. The Concessionaire shall have the right on or before the expiration or termination of this Agreement to remove any equipment, installations or improvements installed or constructed hereunder which are deemed to be personal in nature and readily removable.

5.5 Removal. Any installations made pursuant to this Article V not removed before or upon termination of this Agreement shall be deemed abandoned, but the Concessionaire shall nonetheless be liable for the cost of such removal.

ARTICLE VI: OBLIGATIONS OF THE CONCESSIONAIRE

The Concessionaire covenants and agrees:

6.1 Payment of Fees. Concessionaire shall ensure the prompt payment of fees and other obligations reserved in Article IV hereof. Concessionaire shall be responsible for the payment of any and all late payment fees pursuant to 4.2.

6.2 Payment of Expenses. Concessionaire shall be responsible for all expenses in connection with the use of the Premises hereunder and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Premises.

6.3 Maintenance of Premises.

(a) Grounds Maintenance. Maintenance, as used in this Paragraph, shall mean cleaning and policing the parking spaces leased by the Concessionaire. The Concessionaire shall police, clean and keep clean and orderly the Premises, except that Stillwater will be responsible for landscaping and snow removal in and around said area and upon request of Stillwater, the Concessionaire will promptly move to a safe location any parked vehicles in the Concessionaire's care and custody that might be endangered by such services.

6.4 Records and Reports. The Concessionaire shall keep or cause to be kept true, accurate and complete records of business conducted hereunder in such detail as Stillwater shall specify and require for verification of the reports required in Paragraph 4.2 hereof; and the Concessionaire further agrees that Stillwater shall have the right, through its agents and representatives, to examine all pertinent records at any and all reasonable times, upon not less than five (5) business days advance notice to the Concessionaire, for the purpose of determining the accuracy thereof and of the reports required to be made by the Concessionaire pursuant to Paragraph 4.2 hereof. Stillwater, subject to the limitations imposed by law, will not divulge confidential information about the Concessionaire's business, without prior written approval of the Concessionaire.

6.5 Vehicles. The Concessionaire will furnish good, prompt, and efficient service, adequate to meet all reasonable demands upon it at the Airport, and it will make available, at its sole expense, rental automobiles in good order, free from known mechanical defects, in a clean, neat and attractive condition, inside and out. All automobiles maintained in the fleet shall be current models in good repair.

6.6 Solicitation. The Concessionaire covenants and agrees that solicitation of business for the automobile rental services of the Concessionaire at the Airport will be restricted to its designated area allocated to it therein.

6.7 Employees. The Concessionaire shall require all its employees working in view of the public and about the Terminal Building area to wear clean and neat attire appropriate for their specific job assignments. The Concessionaire and all its employees shall, at all times, exert good faith efforts to render satisfactory and courteous service to all passengers, visitors, patrons, employees, guests and invitees using the Airport facilities.

6.8 Rules and Regulations. The Concessionaire will, at its own expense, keep, perform and abide by all regulations, rules, interim and minimum standards, and laws and ordinances now

in effect or hereafter adopted by Stillwater for the operation and government of the Airport. The Concessionaire is solely responsible for: obtaining, prior to the taking of occupancy, all licenses and/or permits as may be required for the Concessionaire to lawfully conduct its business on the Premises; payment of all required federal, state and local taxes; compliance with Grant Assurances, FAA and TSA rules and regulations; and, compliance with all other applicable federal, state and local laws.

6.9 Utility Service.

(a) The Concessionaire agrees to pay, when due any utilities used by it in its name.

(b) Environmental Protection. No oils, greases, detergents, or other insoluble substances shall be placed in the sewage systems; and all minimum requirements issued by the Environmental Protection Agency or other competent governmental authority shall be complied with at all times.

6.10 Hours of Operation. Concessionaire's location will be open in accordance with the flight schedules at the Airport. The Hours of Operation will be posted at the location.

ARTICLE VII: INSURANCE

7.1 Indemnification. The Concessionaire does hereby expressly agree to indemnify and hold harmless Stillwater, its officers, directors, employees, agents, insurers, bonding companies, servants, successors, attorneys, legal representatives, and all other affiliated persons, firms, corporations, associations, or partnerships from any and all losses, liabilities, expenses, costs and damages of any kind, including attorney's fees, sustained in or arising out of any and all lawsuits, actions, claims, demands, or damages of any kind which may be asserted against Stillwater related to, resulting from, arising out of, or connected with The Concessionaire's use or occupancy of the Premises ("Exposures"). The foregoing indemnification shall not apply to any Exposures caused by the negligence, acts, omissions, or misconduct of Stillwater, its agents, representatives, employees, contractors or subcontractors.

7.2 Insurance Limits. The Concessionaire will maintain in full force and effect during the Term or Renewal Term, as applicable, commercial general liability insurance, insuring Stillwater and Concessionaire as their interests may appear, against any and all claims and demands for damage to property or injury to persons or loss of life arising out of or related to the use of or resulting from any accident occurring in, upon or about the Premises, with a combined single limit coverage of not less than One Million Dollars (\$1,000,000). All such insurance will name Stillwater Regional Airport Authority and the City of Stillwater as the additional insured up to the limits set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.* Concessionaire will also maintain in full force and effect during the Term or Renewal Term, as applicable, any legally required workers' compensation insurance covering all of Concessionaire's employees working on the Premises.

7.3 Subrogation. Stillwater and the Concessionaire each waive any right to recover against the other for damage to the Premises or any part thereof or any property thereon, but only to the

extent that such damage is covered by insurance actually carried or required to be carried by either Stillwater or the Concessionaire. This provision is intended to waive fully, and for the benefit of each party, any rights and claims which might give rise to a right of subrogation in any insurance carrier.

ARTICLE VIII: DEFAULT

8.1 Default. In the event the Concessionaire shall default in the payment of any sum when due hereunder, and such default shall continue for ten (10) days after receiving notice of such default from Stillwater, or the Concessionaire shall default in the performance of any other covenant required to be kept by the Concessionaire hereunder and the Concessionaire fails to correct such default within thirty (30) days after notice thereof from Stillwater, or if Concessionaire shall make an assignment for the benefit of creditors or be adjudged a bankrupt, Stillwater shall have the right to immediately terminate this Agreement and in the event of such termination the Concessionaire shall have no further rights hereunder and shall thereupon remove from said Premises and shall have no further rights or claims thereto, or Stillwater may, at their discretion, correct any such default and the Concessionaire agrees to reimburse Stillwater for any and all costs incurred by Stillwater in exercising its right to correct any such default by the Concessionaire.

ARTICLE IX: DAMAGE TO OR DESTRUCTION OF LEASED PREMISES

9.1 Partial Damage. If any building demised to the Concessionaire shall be partially destroyed by fire or other casualty the same shall be repaired by Stillwater and a proportionate part of the fee, based on the proportionate square footage rendered unfit for use by the Concessionaire, shall abate until the same is fully repaired or rebuilt.

9.2 Complete Destruction. If any building demised to the Concessionaire shall be completely destroyed by fire or other casualty, Stillwater shall provide temporary space on the Airport and rebuild said building with one of substantially similar size and character.

9.3 Proportionate Fee. A partial destruction of any building demised to the Concessionaire shall result in abatement of the fee in proportion to such partial destruction unless such partial destruction renders the entire area leased to the Concessionaire unfit for use by Concessionaire in such case the entire fee shall be abated until the same is fully repaired or rebuilt.

ARTICLE X: GOVERNMENTAL CONTROL OR OTHER INTERFERENCE

10.1 Governmental Control or Other Interference. In the event that the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to materially interfere with the Concessionaire 's operations, or in the event of destruction by fire or other cause of all or a material portion of the Airport or Airport facilities, or if the Concessionaire 's operation shall for any reason, through fault of Stillwater, be materially interfered with for a period in excess of fifteen (15) days, then in any of these events either Stillwater or the Concessionaire shall have the right, upon five (5) days written notice to the other, to terminate this Agreement and further obligations hereunder, in which cases all fee payments

shall not be paid or payable from the effective date of such notice, provided that all fees that were due for the preceding month are to be paid, and Stillwater shall return to the Concessionaire a just proportion of any payment which may have been made in advance for a month or a portion thereof which falls within the period after termination.

ARTICLE XI: SUB-LETTING AND ASSIGNMENT

11.1 Sub-letting and Assignment. The Premises may not be sub-let, in whole or in part, and the Concessionaire shall not assign this Agreement without prior written consent of Stillwater, such consent to sublet or assign not to be unreasonably withheld, conditioned or delayed; nor permit any transfer by operation of law of the Concessionaire's interest created hereby other than by merger, conversion or by consolidation. Furthermore, the Concessionaire shall not knowingly permit a person to use its property, Premises or equipment for financial gain which exposes Stillwater or its Airport businesses to any insurance risk by providing goods and/or services for the benefit of the public or another Airport business, unless that person has current evidentiary proof of a Contract, Agreement or Permit issued by Stillwater.

ARTICLE XII: QUIET ENJOYMENT

12.1 Quiet Enjoyment. Stillwater agrees that, on payment of the rentals, fees and charges, licenses and taxes herein provided for and performance of the covenants and agreements on the part of the Concessionaire, to be performed hereunder, the Concessionaire shall peaceably have and enjoy the Premises, rights and facilities of the Airport granted herein.

ARTICLE XIII: NON-DISCRIMINATION CLAUSE

13.1 Non-Discrimination. The Concessionaire, with regard to its performance under this Agreement, agrees for itself, its agents and employees, to comply with the regulations of the Department of Transportation relative to non-discrimination in federally assisted programs of the Department of Transportation which are herein incorporated by reference and made a part of this Agreement.

13.2 Assurances. The Concessionaire assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Sub-part E, to ensure that no person shall on the grounds of race, creed, color, natural origin or sex be excluded from participating in any employment activities covered by the subjected regulation. The Concessionaire assures that no person shall be excluded on these grounds from any participating in or receiving the services or benefits of any program or activity covered by this Sub-part. The Concessionaire assures that it will require that its covered sub-organizations provide assurances to the Concessionaire that they similarly will undertake Affirmative Action Programs and that they will require assurances from their sub-organizations, as required by the referenced regulation and to the same effect.

ARTICLE XIV: MISCELLANEOUS

14.1 Inspection by Stillwater. The Cities may enter upon the Premises hereby rented exclusively to the Concessionaire hereunder at reasonable times upon not less than twenty-four

(24) hours advance notice to Concessionaire, for any purpose necessary, incidental to or connected with the performance of its obligations hereunder, or for the purpose of inspection and performing maintenance on the buildings and heating, air-conditioning, electrical and other systems.

14.2 Notices. All notices, consents and approvals required or authorized by this Concession Agreement are to be given by or on behalf of either party to the other and shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given and shall be given by registered or certified United States mail or available express mail carrier (e.g. Federal Express, etc.), return receipt requested, and shall be deemed given when delivered to the party receiving the same, or at the time a registered letter, properly addressed and postage pre-paid is deposited in any United States Post Office.

Until further notice to the Concessionaire, Stillwater hereby designates the SRA Director as its representative to sign such notices, consents and approvals on its behalf and until further notice to Stillwater, the Concessionaire hereby designates an authorized officer of Concessionaire to sign such notices, consents and approvals on its behalf.

Notices to Stillwater shall be addressed to it and delivered to the SRA Director at 2020-1 West Airport Road, Stillwater, OK 74075, or at such other office as the Airport Director may designate by notice to the Concessionaire in writing.

Notices to the Concessionaire shall be addressed to it and delivered to the Concessionaire to the attention of Vice President, Properties and Facilities, Avis Budget Group, 6 Sylvan Way, 3rd Floor, Parsippany, New Jersey 07054, or at such other office in the Continental United States as it may hereafter designate by notice to Stillwater in writing.

14.3 Independent Contractor Status. The parties hereto agree that the Concessionaire is an independent contractor and not subject to direction or control of Stillwater, except as specified herein and except by general rules and regulations adopted for the control and regulation of the Airport and its facilities.

14.4 Retained Rights. All rights, privileges and licenses not expressly granted herein are retained and may be exercised by Stillwater, its agents and licensees.

14.5 Legal Restraints and Jurisdiction. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of Stillwater, it shall be subject to annual appropriation pursuant to the local law.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers in duplicate, as of the day and year first above written.

AVIS BUDGET CAR RENTAL, LLC



Printed Name:

Anne D. Morrison, Vice President Properties and Facilities
an authorized representative of Avis Budget Car Rental, LLC

CITY OF STILLWATER, OKLAHOMA
A MUNICIPAL CORPORATION

and

Stillwater Regional Airport

By: Norman McNickle
City Manager

Attest:
(seal)

Teresa Kadavy, City Clerk

Approved as to form and legality this ___ day of _____, 2020.

John E. Dorman, City Attorney

**STILLWATER REGIONAL AIRPORT
CAR RENTAL FACILITY--REGULATIONS
REVISED September 21, 2017**

Car Rental Operations-Definitions:

Airline passenger means a person arriving or departing on commercial airline service at SRA.

AVI Tag (Automated Vehicle Identification Tag) means a device issued by SRA to commercial ground transportation providers for attachment to each motor vehicle owned by the provider operating at SRA to record the movement of such vehicle on SRA property.

Commercial Car Rental Operation or Commercial Car Rental Operator means any person or entity that rents motor vehicles as defined by Title 47, Oklahoma Statutes, to the public.

Customer means anyone but an airline passenger that leases a rental car from a commercial car rental operator.

Off-Premises Car Rental Facility means any commercial car rental facility except an On-Premises Car Rental Facility as provided under this interim regulation.

Off-Premises Car Rental Operator means any person or entity that operates a commercial car rental facility other than an On-Premises Car Rental Facility as provided under this interim regulation.

On-Premises Car Rental Facility means a commercial car rental facility operated on SRA property in accordance with this interim regulation.

On-Premises Car Rental Operator means a person or entity that operates a commercial car rental facility on SRA property in accordance with this interim regulation.

SRA means Stillwater Regional Airport.

SRAA means Stillwater Regional Airport Authority.

SRA Director means the duly-appointed director of Stillwater Regional Airport.

Rental car means a car leased from a commercial car rental operator.

Car Rental Operations-Generally:

No employee or agent of a Commercial Car Rental Operation shall deliver a rental car or provide transportation to an Off-Premises Car rental facility to an airline passenger at SRA except as provided by this interim regulation.

On-Premises Car Rental Facilities-Requirements:

Car Rental Operators may enter into a lease agreement with the SRAA to operate On-Premises Car Rental Facilities at SRA in accordance with the provisions of this interim regulation. All such agreements shall include the following:

Term: One (1) year with an option to renew for one (1) additional year. The lease agreement during any renewal period shall be subject to all revised standards applicable on or after the renewal date. The lease agreement shall additionally include a provision providing for immediate termination should commercial airline activities cease at SRA.

Compensation: The lease agreement shall provide for payment to SRA for use of counter space inside of the SRA Terminal, parking space for rental cars maintained at SRA, and a concession fee based upon ten percent (10%) of the gross revenues derived by the On-Premises Car Rental Operator solely from its operations at SRA. The lease agreement shall include a clause granting SRAA the right to audit relevant financial records of the On-Premises Car Rental Operator to determine compliance with the concession fee requirement.

Facilities-Kiosk: The On-Premises Car Rental Operator may purchase space within the Terminal for a kiosk or similar portable counter to service airline passengers. Availability of Terminal space shall be on a first-come first-served basis and rental costs shall be based on published annual Terminal space lease rates established by the SRAA.

Facilities-Parking Space: The On-Premises Car Rental Operator shall purchase parking space for rental cars kept at SRA consistent with the inventory requirements established in the lease agreement. The SRAA shall establish uniform monthly rental rates for such parking spaces.

Other Uses of Facilities: All space leased to an On-Premises Car Rental Operator under this regulation shall be used exclusively for renting cars to airline passengers. No other activities shall be permitted in the leased areas except that the Operator may use the parking area for minor maintenance/repair and cleaning of rental cars kept at SRA. Nothing in this section shall prohibit an On-Premises Car Rental Operator that maintains a facility off of SRA property from transferring rental cars between such facilities.

Inventory: The On-Premises Car Rental Operator shall maintain a minimum inventory of rental cars at SRA for lease by airline passengers not holding an advance reservation at the date/time of arrival at SRA. Said minimum inventory shall be initially determined by SRAA and may be adjusted during the term of the agreement by the SRA Director based upon changes in airline passenger loads. Should the SRA Director determine that the minimum inventory should be increased, he shall make additional on-airport parking space available to the On-Premises Car Rental Operator at the same rate as provided in the existing agreement. All rental cars available for lease at SRA shall be of recent make and model, maintained in good condition, licensed and insured in accordance with applicable state laws and municipal ordinances.

Other Lease Terms: The lease agreement shall follow the form of the standard ground lease agreement utilized by SRA to the extent applicable or altered by this regulation until the SRAA and City of Stillwater adopts final regulations for concessionaires at SRA.

Off-Premises Car Rental Facilities-Requirements:

Car Rental Operators may obtain a permit from SRAA to pick up airline passengers at SRA and transport them to an Off-Premises Car Rental Facility in accordance with the provisions of this interim regulation. The permit shall include the following:

Term: One (1) year. Permit must be renewed annually. Renewals shall be subject to all revised standards applicable on or after the renewal date, provided that, any applicable regulation adopted during the term of a permit shall become effective immediately or as provided in said regulation. The permit shall additionally include a provision providing for immediate termination should commercial airline activities cease at SRA.

Fee: SRAA shall establish a uniform annual fee for the privilege of picking up airline passengers at SRA and transporting them to an Off-Premises Car Rental Facility. The fee shall, at minimum, incorporate a base annual access cost, a per trip charge, AVI tag rental charge, and a concession charge based upon ten percent (10%) of the gross revenues derived by the Off-Premises Car Rental Operator solely from its operations at SRA.

On-Site Rental Vehicle Delivery/Return: An Off-Premises Operator may lease parking space at SRA for the purpose of delivering and returning rental vehicles maintained at an Off-Premises Rental Car Facility. Such operator shall pay a concession charge based upon ten percent (10%) of the gross revenues derived solely from its operations at SRA. In addition, the Off-Premises Operator shall lease four (4) monthly parking spaces at a minimum rental rate of \$20.00 per month. The Operator may place a key box at the terminal for an additional \$25.00 per month fee. The Operator shall provide and install at its own expense industry quality signage for the rental car parking spaces as well as the key drop box. Airport Administration shall designate the location of the automobile parking and any key drop box. Per trip charges shall apply when the AVI system is installed and feasible.

Car Rental Operations-Basic Operational Requirements

On-Premises Car Rental Operators may deliver rental cars to airline passengers and customers on SRA premises at locations designated by the SRA Director.

Off-Premises Car Rental Operators shall not, except as provided herein, deliver vehicles to airline passengers or customers at SRA or permit airline passengers or customers to return rental cars delivered at a location other than SRA to the Off-Premises Car Rental Operator at any location on SRA property.

Off-Premises Car Rental Operators may pick up and drop off airline passengers in courtesy vehicles provided that said vehicles are operated in accordance with SRA guidelines or as specifically instructed by the Airport Director.

Off-Premises Car Rental Operators shall not pick up or drop off airline passengers at SRA at any location other than that designated by the SRA Director.

No rental car may be delivered or returned in an SRA parking lot. This provision does not include rental cars delivered at On-Premises Car Rental Facilities.

Employees of Car Rental Operators shall wear appropriate identification at all times present on SRA property and shall produce such identification upon request. The SRA Director may establish a uniform system of identification for all vendors operating at SRA.

All courtesy vehicles operated at SRA by Off-Premises Car Rental Operators shall bear a current AVI tag whenever said vehicle tracking system is implemented at SRA.

Car Rental Operators shall follow all traffic circulation rules and regulations established by SRAA and all temporary or emergency traffic requirements established by the SRA Director while present on SRA property.