

**Attachment A – Sample Agreement
ON-AIRPORT RENTAL CAR OPERATOR
LEASE AND CONCESSION AGREEMENT**

This On-Airport Rental Car Operator Lease and Concession Agreement (“Agreement”) dated as of _____, (“Effective Date”) is made by and between the County of Sonoma, a political subdivision of the State of California (“County”) and Enterprise Rent-A-Car Co of San Francisco, LLC, a Delaware limited liability company (“Operator”). County and Operator are sometimes collectively referred to herein as the “Parties.”

RECITALS

A. County is the owner and proprietor of the Charles M. Schulz-Sonoma County Airport (“Airport”), located in Sonoma County, State of California, and operates the same for the promotion, accommodation, and development of aeronautical commerce and transportation.

B. Operator is engaged in the management and operation of an automobile rental business serving the public and desires authorization to conduct such business at the Airport.

C. Operator is prepared, equipped, experienced, and qualified to maintain an adequate inventory of late-model automobiles in superior mechanical condition and appearance for rental at the Airport.

D. County believes it is important to the traveling public that quality automobile transportation be available for hire or rental by air passengers arriving at the Airport and by other users of the Airport.

AGREEMENT

1. TERMINATION OF PRIOR AGREEMENTS

This Agreement shall terminate and supersede any prior agreement or agreements between the County and Operator, and all prior agreement or agreements between the County and Operator are of no further force and effect.

2. PREMISES

County grants to Operator the right to conduct its non-exclusive automobile rental operations at the locations provided below:

A. Airport Terminal Building

A portion of the Airport Terminal Building, as shown on Exhibit “A” attached hereto and made a part hereof, allows for Operator’s use and occupancy of a rental counter area to operate a rental car concession to the public.

B. Rental Car Parking, Return Lot and Staging Areas

The Airport has designated certain rental car parking, return lot and staging areas, as shown on Exhibit “B”, attached hereto and made a part hereof. Rental car parking spaces are assigned for Operator’s use based upon the allocation formula in Section 4. “Allocation of Rental Car Parking Spaces” of this Agreement.

C. Airport Car Wash Facility/Preparation Area

The Airport has designated a rental car wash/preparation area, as shown on Exhibit “B”, attached hereto and made a part hereof, for automobile washing, cleaning, and related activities in rental car wash/preparation area that are necessary for preparing automobiles for rental at the Airport pursuant to this Agreement. Automobile washing shall only be performed by Operator in the Airport’s rental car wash/preparation facility and on no other location on the Airport. County will maintain all components of the car wash facility in order to comply with its storm water permitting rules and regulations. The car wash facility is to be used only for automobiles to be rented at the Airport; no other use, specifically the washing of private automobiles, will be allowed. If the car wash facility is not operating properly at any time, Operator shall immediately cease all use of the wash facility, inform County of such malfunction, and follow all instructions from County regarding resumption of use of the car wash facility.

3. OBLIGATIONS OF OPERATOR TO OPERATE A RENTAL CAR OPERATION AT THE AIRPORT

Operator shall provide rental car services at the Airport in accordance with this Agreement and shall operate an on-airport rental car operation as provided herein for the term of this Agreement and for no other use or purpose. Operator understands and agrees that the rights and privileges granted under this Agreement are non-exclusive as to the use of any Airport land or facility, nor do they restrict the Airport from granting exclusive or priority uses of land and facilities on the Airport to others. The County retains and may grant the rights to operate to other non-exclusive on- and/or off- Airport automobile rental concessions under the same general financial terms granted to Operator.

Operator covenants to continuously operate all portions of its automobile rental business during the term of this Agreement. The failure of Operator to continuously operate and market its automobile rental operations, or any part thereof, for any period of time, shall constitute a default under this Agreement.

A. Activities at Airport

Operator shall engage in the following activities at the Airport:

- (1) Operator’s space in the Airport Terminal Building is for Operator’s automobile rental services and associated business functions. No other use shall be allowed. Operator shall have the right to operate up to but not more than three separate rental

car brands under this Agreement; provided, however, Operator must have exclusive ownership and control over such brand and must obtain County's prior written approval before commencing operations under any brand not in operation at the Airport as of the Effective Date.

(2) Operator's operations shall be managed in a first-class manner, in accordance with the highest standards for this type of industry. Operator's personnel shall be prompt, clean, courteous, efficient and ready to meet all reasonable demands for such service at the Airport.

(3) Operator, at its own cost and expense, shall at all times maintain an abundant and diverse inventory of automobiles to reasonably meet the public demand therefore. Such automobiles shall at all times be maintained by Operator, at its own cost and expense, in good operating order and free from known mechanical defects and shall be kept in a clean, neat and attractive condition, inside and out. Operator shall at no time use automobiles whose year model is more than three years older than the current year model. Operator shall maintain compliance with its stated policy for achieving a carbon-neutral fleet as represented to County in response to the solicitation notice.

(4) Operator, at its own cost and expense, shall provide all equipment, fixtures, decorations, materials and supplies that Operator may need to conduct the automobile rental operation in a professional manner. Such aforementioned items shall be of high quality, safe, modern in design, attractive in appearance and in keeping with the general architecture and decor of the Airport and the Airport's Terminal Building facilities. Initial installation and additional changes shall be subject to written approval of County prior to installation.

(5) Hours of Operation.

- a) Scheduled Hours of Operation. Operator shall be open to serve the public seven (7) days per week at the Airport. At a minimum, hours of operation shall be between 8:00 a.m. and 6:00 p.m. Said hours shall be extended to accommodate all regularly scheduled arriving commercial flights. Operator shall make an effort to accommodate irregular operations of flights that are outside of the normal commercial flight schedule.

The schedule of daily business hours shall be subject to periodic review upon written request of Operator to County or County to Operator. As a result of any such review, County may require an expansion or allow reduction of the hours of operation as public demand requires. In no event shall the hours of operation be shortened to an extent that the service shall be diminished.

- b) Liquidated Damages. The parties hereby agree and acknowledge that certain failures of the Operator to comply with the terms of this Agreement and provide Airport users the customers with a convenient and positive rental

experience will cause damage to the business of the Airport in the form of lost customers and lost revenue. The parties further agree that calculation of the monetary loss to County that will occur as a result of such failure to comply with contract requirements by Operator.

The following failures to comply with the terms of this Agreement shall incur liquidated damages for each occurrence:

1. The unavailability of Operator’s services at the time of arrival of any regularly scheduled commercial flight is detrimental to the reputation and efficient function of the Airport, and will cause damage to the business of the Airport in the form of lost customers and lost revenue. For each arrival of a regularly scheduled commercial flight for which Operator’s services are unavailable, liquidated damages in the amount of \$200.00 will be incurred. If, upon review of Operator’s daily business hours by the County, it is determined by the County that Operator’s scheduled or actual daily business hours are not sufficient to accommodate all regularly scheduled arriving commercial flights, Operator shall be obligated to pay County the amount of \$200.00 for each arriving flight during which Operator’s service was not available to customers.
2. Any individual incident of failure of Operator to comply with the provisions of Section 5(b) hereof will cause damage to the Business of the Airport in the form of lost customers and lost revenue, as detrimental to the customer experience and reputation of the Airport. For each incident where Airport receives a customer complaint or Airport staff or contractors directly observe an occurrence of such a breach, Operator shall be obligated to pay County the amount of \$200.00.

County and Operator agree that the amount of \$200.00 per occurrence of the above contract failures is a reasonable estimate of the actual damages to County arising out of that failure. Operator shall pay to County, as additional rent, the amount of \$200.00 per occurrence, due and owing on a monthly basis. The imposition of liquidated damages by the County pursuant to this section is in addition to any other remedies set forth in this Agreement and shall not prevent County from exercising its right to declare Operator in default pursuant to Paragraph 33.

By their initials below, each party acknowledges they have read and understand the provisions of this Section 5, and acknowledges and agrees that the liquidated damages set forth herein are a reasonable estimate of the actual loss to County they are intended to represent.

Operator

County

(6) Personnel.

(a) Operator shall, at all times, maintain a qualified, competent and experienced representative to supervise the Rental Car Operation at the Airport who is authorized to represent and act on behalf of Operator. During any temporary periods of absence by said representative, an alternate representative of Operator with like authorization must be present. Operator shall keep County advised as to the identity of Operator's representative and their contract information on a 24-hour basis in the event of an emergency.

(b) Operator's employees shall be courteous, efficient, and neat and clean, in appearance. Operator shall not employ any persons in or about the Airport who shall use improper language or act in a loud or boisterous or otherwise improper manner. Upon written notification to Operator that any person employed by Operator at the Airport, is, in the County's opinion, disorderly, discourteous, unkempt, or otherwise unsatisfactory, immediate and appropriate corrective action shall be taken by Operator to ensure that such unsatisfactory and unacceptable conduct does not reoccur. Failure by Operator to prevent recurrence of such unsatisfactory conduct shall be considered a breach of the terms hereof. If any person employed by Operator at the Airport is determined by the Airport to pose a risk to Airport operations or to the public, in the sole and absolute discretion of the Airport Manager, and upon written notice from Airport Manager to Operator, County may require such individual to be barred from performing any duties upon Airport premises.

(c) Operator shall require all employees and agents to park personal automobiles in the Airport's Employee Parking Lot at all times.

B. Prohibited Activities at Airport

(1) Parking. Operator shall not permit or allow any automobiles that belong to or are controlled by Operator or Operator's employees, suppliers, shippers, customers, or invitees to be loaded or unloaded in areas other than those designated by Airport for that particular activity.

(2) Operator or Operator's employees shall not store motorhomes, campers, trailers, non-operational automobiles, boats or any automobile not directly related to Operator's business activities on the Airport.

(3) Operator shall not utilize the leased premises for any automobile maintenance (except cleaning), or for the storage of damaged automobiles. Automobile washing may only be performed at the Airport's Car Wash Facility.

(4) County shall not be responsible for any damage to automobiles, injury to persons or loss of property occurring at the Rental Car Parking or Automobile Preparation Area. Operator shall post and distribute sufficient reference to these conditions of use as necessary to provide reasonable notice.

(5) Operator shall not use or permit the use of said Rental Car Parking or Automobile Preparation Area for any purpose other than expressly allowed in this Agreement.

(6) Operator shall not operate an automobile sales operation on the Airport premises.

(7) Operator shall not operate a customer service van on the Airport premises without first obtaining the written approval of the Airport. If approved, Operator shall store or park such automobile in a legally marked space within Operator's section of the Rental Car Parking. Use of such customer service van shall be limited to customer pickup from pre-arranged reservations only. Operator shall not operate the customer service vehicle, if any, in a continuous circling pattern on the Airport premises.

4. ALLOCATION OF AUTOMOBILE RENTAL PARKING SPACES

Annually, rental car parking spaces shall be allocated by the Airport based upon market share of the preceding twelve (12) month period ending December 31st, as calculated pursuant to Section 9. "Definition of Gross Receipts" of this Agreement. Market Share shall mean the percentage derived by comparing the gross revenues of each on-Airport automobile rental agency with the total gross revenues of all on-Airport automobile rental agencies, during the same time period. If, in the event of a net change of two (2) or fewer rental car parking spaces in any allocation period by all on-Airport automobile rental agencies, then the prior year's allocation will remain unchanged. Operators with multiple brands are considered a single entity for allocation purposes. The Airport reserves the right, in the Airport Manager's sole discretion, to adjust any allocations that achieves the best overall operational efficiency and enhancement of customer service to Airport users. Each operator will be responsible for its own costs incurred due to any allocation or relocation. The Airport's Rental Car Parking Space Allocation Guidelines, as these Guidelines may be amended by the Airport from time to time, are incorporated herein by reference. The yearly reallocation of the automobile rental parking spaces shall be completed by Airport and sent to Operator within ninety (90) days from the accounting year end. Operator shall, within fifteen (15) days from the yearly reallocation notification date, complete the move of all rental parking spaces, including Operator's signs. Failure to complete said move within fifteen (15) days shall result in unauthorized parking rent listed in Section 8.B. below.

5. NONEXCLUSIVE USE

Operator shall have no exclusive rights under this Agreement. County may at any time negotiate with and enter into agreements including concession agreements with other rental car brands, individuals or entities engaging in automobile rental activity on the Airport including

the use of the Premises.

In addition, County shall also have the right to enter into agreements with companies providing automobile rental services from locations off-Airport and with Airport Fixed Base Operators to conduct on-Airport rental car services from their leaseholds. Agreements with companies operating from locations off-Airport shall not include the right to staff rental service counters, use rental car parking spaces, or use the automobile preparation facilities on Airport, but may include the right to maintain a virtual presence and/or telepresence at any location the Airport may designate.

6. TERM

The term of this Agreement shall commence on July 1, 2026, and shall terminate on June 30, 2036, unless earlier terminated pursuant to provisions of this Agreement.

7. CONCESSION AND FACILITY FEES

A. Percentage Fee. Operator shall pay to County as compensation for the concession privileges granted under the Agreement ten percent (10%) of the Gross Receipts derived by Operator from the operation of its automobile rental business in accordance with Section 9. “Definition of Gross Receipts” as authorized by this Agreement.

B. Car Wash Facility Fee. During the Term of this Agreement, Operator shall pay County \$1,750.00 per month for use of the Airport’s rental car wash facility, based on the Airport’s actual operating cost for this facility. The Car Wash Facility Fee is subject to annual review by the Airport and may be amended from time to time by the County to reflect increases or decreases in the Airport’s cost to operate the car wash facility.

C. Payment of Percentage Fee, and Other Fees All payments and fees shall be due and payable monthly in accordance with the provisions of Section 10. “Payment Procedure” of this Agreement.

8. RENT

Starting on the effective date of this Agreement and continuing each month thereafter, Operators shall pay the following rent to County:

A. Airport Terminal Building Rent. Operator shall pay the current Airport Rates and Charges square footage rate for their use and occupancy of a portion of the Airport Terminal Building as outlined in Exhibit A. Operator’s current monthly rate is \$4.03 per square foot for a total monthly rent of \$_____. Adjustments to this rent will be in accordance with the Airport’s Rates and Charges modifications approved by the County and shall occur annually every July 1 throughout the term of this Agreement.

B. Parking Rent. If Operator needs additional parking outside of the designated areas on Exhibit B, Rental Car Parking, Return Lot and Staging Areas, the Airport, or Airport’s parking

management company, will designate parking stalls, if available, on the Airport for additional automobile rental parking only. The charge for this parking will be listed in the Master Fee Schedule of Airport Rates and Charges under Vehicle Parking Fees; Landside Parking; Commercial Tenant Long-Term Lot fee. Operator must give written prior notice of the number of parking spaces that Operator requires and pay the fee(s) in accordance with this Section. Any automobile belonging to Operator found parked on the Airport (not including allocated parking spaces in Exhibit B) without permission shall pay County the amount of \$50.00 per day per automobile until moved. Each and every unauthorized vehicle is also subject to ticketing by Airport personnel and/or any law enforcement agency having jurisdiction at the Airport; these fines will be in addition to the \$50.00 per day per authorized automobile charge.

C. Joint Use Area Rent. For all non-terminal areas of the Airport made available to rental car operators for their collective exclusive use, as detailed in Exhibit A-1 hereto, including the Ready Lot, Return Lot, Overflow Parking, and/or Carwash/Detail Area (the “Joint Use Area”), Operator shall pay its pro rata share of the current Airport Rates and Charges square footage rate for the use and occupancy thereof, at the “landside rate.” Operator’s share of the rent for the Joint Use Area shall be calculated on the basis of Operator’s Market Share as defined in Section 4 hereof. The current monthly rate for the entire Joint Use Area is _____, calculated at \$0.85 per square foot for XX square feet. Adjustments to the Joint Use Area rent will be in accordance with the Airport’s Rates and Charges modifications approved by the County and shall occur annually every July 1 throughout the term of this Agreement, and Operator’s share of the total Joint Use Area Rent shall be updated on an annual basis.

9. DEFINITION OF GROSS RECEIPTS

A. Gross Receipts Gross Receipts shall include, but shall not be limited to, all revenues received or derived from the following:

(1) The rental or sale of goods and services under this Agreement, including, but not limited to, all monies or other consideration generated or received by Operator for the conducts of its business pursuant to this Agreement, unless specifically excluded below in Section 9.C.3 “Exclusion from Gross Receipts”. Gross Receipts shall be determined by the total of charges listed on a customer receipt less any items specifically excluded. All monies or other consideration shall include the following:

(a) Time and Mileage Charges and Rental Charges.

(b) Fees for insurance coverage, including: Loss Damage Waiver (LDW); Partial Loss Damage Waiver (PDW); Additional (Supplemental) Liability Insurance (ALI/SLI); Personal Accident Insurance (PAI); Personal Effects Protection (PEP);

Extended Roadside Assistance; Emergency Sickness Protection; and all other insurance coverage items offered now or in the future during the term of this Agreement.

(c) Fees for rental of equipment, including: Child safety seats; Cellular phones (including revenues from use of); Recreational gear and car racks for recreational gear; Tire chains; Portable personal computers; GPS systems; and any other equipment offered now or in the future during the term of this Agreement.

(d) Additional fees charged to Customers, including: Additional and underage driver fees; Upgrade and exchange fees; Transportation fees; Early pickup and late return fees; Parking fees, including fees for valet parking; Toll and toll device fees; Tire and battery recovery fees; Concession Recovery Fees; Frequent flyer recovery fees; Fees for miscellaneous services including road side assistance; Other fees charged now or in the future during the term of this Agreement.

(e) The value of coupons and vouchers purchased by corporations and tour companies, either in advance or invoiced after use, if the rental charges are not shown on the actual receipt.

(2) The contracting for, delivering, picking up, or renting of rental automobiles from Airport property, regardless of ownership, area, fleet, or location assignment and without regard to the manner in which, or place at which, the rental automobiles are ordered or furnished or where the rental automobiles are returned, and without regard to duration, or of where, how, or by whom payment is made.

(3) A transaction in which a rental automobile is exchanged elsewhere when the rental automobile was originally contracted for, delivered, supplied, or rented at the Airport. The Operator shall not allocate transactions to any other location, regardless of which city or location owns the rental car, or where the rental car is ultimately returned.

B. Gross Sales shall not be reduced by bank charges, uncollected or uncollectible credit accounts, charges made by collection agencies, bad debt losses, or any commission or other amount paid out or rebated by the Operator to travel agents or others with respect to any rental or sale of goods or services.

C. Exclusion from Gross Receipts. Each exclusion from Gross Receipts shall be segregated in the Operator's monthly statement of gross receipts. The following are the only exclusions to the definition of Gross Receipts under this Agreement:

(1) Any taxes now or hereinafter levied or imposed by any local, state, or federal law which are separately stated on the rental agreement and paid by the customer and which are directly payable to the taxing or tax collecting authority by the Operator. This exclusion shall include automobile license fees, if separately stated on the rental agreement and paid by the customer.

(2) Sums received as insurance proceeds or otherwise for damage to automobiles or other property of Operator; sums received for loss, coverage, or abandonment of Operator's automobiles; and amounts paid by customers of Operator and billed as separate charges to satisfy Operator's right to recovery from customers for damage to the automobile rented.

(3) Any sums received from the disposal of furniture, fixtures, equipment, and Rental Cars.

(4) Any sums received from a customer for reimbursement and administration of impound fees, towing fees, toll fees, red light tickets, speeding tickets, and parking tickets.

(5) Corporate discounts or rebates, but only to the extent that Operator provides auditable proof to the County that the discounts or rebates are specifically attributable to rental agreements with customers at the Airport.

(6) Customer Facility Charges as referenced in Section 10. below.

D. Each Transaction made on installment or credit shall be treated as a transaction for the full price in the month during which such charge or transaction occurs, regardless of when the Operator receives payment, whether full or partial.

E. In no event shall the Operator's Gross Sales from any transaction be negative in any revenue category for purposes of this Agreement.

F. Operator may pass thru the 10% concession fee to its customers, and may "gross up" the concession fee pass thru because concession fee revenue is included as Gross Receipts per Section 9.A Gross Receipts of this Agreement. The amount of concession fee pass thru should not exceed 11.11% on the rental car invoice.

10. CUSTOMER FACILITY CHARGE

County requires Operator to collect a Customer Facility Charge ("CFC") from its customers, which charge shall be used to finance the design and construction of future Airport improvements or such other uses permitted under applicable law. The current CFC amount to be

collected, as of the Executed Date of this Agreement, is \$5.80 per day with a five-day maximum period. The County, in dialogue with all rental car operators, is actively seeking a consolidated rental car facility/quick turnaround area for use by all rental car operators. County shall give Operator sixty (60) days' prior written notice when changing the amount of the CFC at the Airport.

11. PAYMENT PROCEDURE

A. Monthly Statement of Gross Receipts and Percentage Fee Payment. On or before the twentieth (20th) day of each following month during the Term of this Agreement, Operator shall deliver to County correct statements and all applicable fees as follows:

(1) Operator shall submit a statement of gross receipts in accordance with Section 9. "Definition of Gross Receipts" of this Agreement for the preceding month. The statement shall be prepared and signed by Operator or his/her responsible agent, and shall indicate:

- (a) The total Gross Receipts for the preceding month;
- (b) The Percentage Fee calculated for the total Gross Receipts for the preceding month (exclusions from Gross Receipts shall be itemized); and,
- (c) The total amount of fees due for the preceding month.

(2) Monthly Payment. The monthly payment is due and payable on the twentieth (20th) day of each following calendar month during the Term of this Agreement, and delinquent if not paid within five (5) days of when due and payable.

B. Car Wash Facility. Car Wash Fees shall be paid in advance on the first day of each calendar month of the Term of this Agreement and are delinquent if not paid within five (5) days of when due and payable.

C. Monthly Payment of Customer Facility Charges. Operator shall submit a statement of Customer Facility Charge revenue for the preceding month, as defined in Section 10. "Customer Facility Charge" of this Agreement. The statement shall be prepared and signed by Operator or his/her responsible agent, and shall indicate:

- (1) The total number of Automobile Rental Contracts for the preceding month;
- (2) The number of transaction days per Automobile Rental Contract for the preceding month; and
- (3) The total Customer Facility Charge fees due for the preceding month.

Each monthly payment shall include the total Customer Facility Charge revenues

collected for the preceding month, due and payable on the twentieth (20th) day of each following calendar month during the Term of this Agreement, and delinquent if not paid within five (5) days of when due and payable.

E. Place of Payment and Filing. Payments, together with the statements and records required herein shall be delivered to and filed with:

Charles M. Schulz – Sonoma County Airport
Attn: Accounts Receivable
2290 Airport Blvd.
Santa Rosa, CA 95403

County may change the designated place of payment and filing at any time upon ten (10) days written notice to Operator. Fee and charge payments may be made by check payable to the County of Sonoma. Operator assumes all risk of loss if payments are made by mail.

F. Form of Payment. All fees and charges shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand. No payment by Operator or receipt by County of a lesser amount than the fees and charges due shall be deemed to be other than on account of the fees and charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as fees or charges be deemed an accord and satisfaction, and County shall accept such check or payment without prejudice to County's right to recover the balance of said fees or charges, or pursue any other remedy in this Agreement.

12. LIQUIDATED DAMAGES FOR LATE PAYMENT

Operator hereby acknowledges that the late payment of fees or any other sums due hereunder will cause County to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc.

Accordingly, if any payment of fees as specified in Section 8. "Concession Fees" of this Agreement, or of any other sum due County is not received by County by the due date, a late charge of ten percent (10%) of the payment due shall be added to the payment, and the total sum shall become immediately due and payable to County.

Operator and County hereby agree that such late charges represent a fair and reasonable estimate of the costs that County will incur by reason of Operator's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by County shall in no event constitute a waiver of Operator's default with respect to such overdue payment, or prevent County from exercising any of the other rights and remedies granted hereunder.

13. RECORDS AND ACCOUNTS

A. Records. Operator shall, at all times during the term of this Agreement, keep or cause to be kept true and complete books, records, controls and accounts of all financial transactions, including the collection of CFC's as applicable, in the operation of all business activities, to be supported by source documents such as sales slips, cash register tapes, purchase invoices, rental car contracts or other pertinent documents.

For rentals, Operator shall issue numbered invoices or contracts for each such admission or rental and shall keep an adequate record of said invoices or contracts, both issued and unissued.

B. The Accounting Year. The accounting year shall be twelve (12) calendar months commencing on the first day of January and ending on the last day of December.

C. Quarterly Performance Reporting. Not less often than every three months, Operator shall complete and submit the Key Performance Indicator (KPI) Reporting Template to County, attached as Exhibit "F" hereto, concurrent with Operator's submission of a Monthly Statement of Gross Receipts and Percentage Fee Payment pursuant to Section 11 (A) hereof. County shall use the information submitted pursuant to this Section 13(C) to monitor Operator's compliance with County climate goals, Operator's consistency with the terms of Section 3(A), and customer satisfaction.

14. ANNUAL RECONCILIATION

A. Customer Facility Charges. Within ninety (90) days of the end of each Accounting Year, Operator shall provide an annual reconciliation of CFC revenue, if applicable. The reconciliation shall be prepared and certified as to accuracy by a Certified Public Accountant or the Operator's Chief Financial Officer. Any substantiated overpayment will be refunded to Operator within forty-five (45) days of receipt of report. Underpayments will be due to County immediately.

Operator acknowledges that all "Financial Statements" submitted to the County pursuant to this Agreement are Public Record and subject to public inspection. Income tax returns, if submitted to the County pursuant to this Agreement, shall be treated by the County as Confidential Business Information and therefore not subject to public inspection.

15. AUDITS

All Operator's books of account and records and supporting source documents related to this Agreement or to business operations conducted within or from the Airport shall be made available to County upon reasonable notice. County shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account, records, and supporting source documents at any and all reasonable times, upon prior written request, for the purpose of determining the accuracy thereof, and of the monthly statements of sales made, CFCs collected and monies received. Income tax returns, if submitted to the County pursuant to

this Agreement, shall be treated by the County as Confidential Business Information and therefore not subject to public inspection, subject to applicable law.

The full cost of said audit, as determined by County, shall be borne by Operator if either of the following conditions exists:

A. Underpayment. The audit reveals an underpayment of more than three percent (3.0%) between the fees due as reported and paid by Operator in accordance with this Agreement and the fees due as determined by said audit; and/or

B. Adequacy of Records. Operator has failed to maintain true and complete books, records, accounts and supporting source documents in accordance with Section 13 "Records and Accounts", Section A, "Records." The adequacy of records shall be determined solely by County in its reasonable discretion. Otherwise, County shall bear the cost of said audit, except expenses related to the audit of documents kept outside the limits of Sonoma County.

Upon the request of County, Operator shall promptly provide, at Operator's expense, necessary data to enable County to fully comply with any requirement of the State of California or the United States of America for information or reports relating to this Agreement and to Operator's use of the Airport. Such data shall include, if required, a detailed breakdown of Operator's receipts.

16. POSSESSORY INTEREST/TAXES

Pursuant to Section 107.6 of the California Revenue and Taxation Code, Operator's interest in the Premises may be subject to property taxation on the possessory interest created by this Agreement. Operator agrees to pay, before delinquency, all lawful taxes, assessments or charges, including taxes on Operator's possessory interest, which, during the term hereof, may be or become a lien or may be levied upon the real property, improvements or personal property situated upon the Premises, or upon the subject matter of this Agreement.

17. ASSUMPTION OF RISKS

Operator represents that Operator has inspected said Airport and Premises, and all facilities thereupon and in connection therewith, and that Operator accepts the condition of same and fully assumes all risks incidental to the use thereof. The County shall not be liable to Operator for any damages or injuries to the property or person, or to the agents, employees or business visitors of Operator, which may result from hidden, latent or other dangerous conditions upon said Airport or Premises, or which may result from the negligence of the County, its agents, officers or employees, or which may result from any condition of fire, construction, earthquake, flood, rainfall, or escape of water from any channel, regardless of the cause thereof.

18. LIABILITY: INSURANCE AND INDEMNIFICATION

A. Required Insurance Coverage. With respect to this Agreement, Operator shall maintain and shall require all of its contractors, consultants, and other agents to maintain

insurance as described in **Exhibit “C”**, which is attached hereto and incorporated herein by this reference.

B. Indemnification.

(1) County its officers, agents, and employees, shall not be liable to Operator for any loss or damage to Operator or Operator’s property from any cause. Operator expressly waives all claims against County, its officers, agents and employees, for injury or damage to person or property arising for any reason, whether or not there is concurrent passive or active negligence on the part of County, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County.

(2) Operator shall indemnify, defend, protect, hold harmless, and release County, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising out of or in connection with the death of or injury to any person or persons, damage to or destruction of any property, or any other asserted liability, resulting in any manner and to any extent from any act, omission, or negligence of Operator, its officers, agents, contractors, subcontractors, employees, or invitees, whether or not there is concurrent passive or active negligence on the part of County, unless such injury, death, damage, or destruction is caused by or due to the sole negligence or willful misconduct of County. Operator agrees to provide a complete defense for any claim or action brought against County based upon Operator’s act, omission, or negligence. This indemnification obligation is not limited in any way by any limitation on the amount or types of damages or compensation payable by or for Operator under workers compensation acts, disability benefit acts, or other employee benefit acts.

(3) Operator shall be liable to County for any loss of or damage to any of County’s property at the Airport arising out of or in connection with any act, omission, or negligence of Operator, its officers, agents, contractors, subcontractors, employees or invitees, unless such loss or damage is caused by or due to the sole negligence or willful misconduct of County.

19. DAMAGE OR DESTRUCTION OF PREMISES

If the Premises, including that portion of the Airport Terminal Building occupied by Operator, the Rental Car Parking Areas, the Airport Car Wash Facility/Preparation Area, is partially damaged by fire, the elements, the public enemy, or other casualty, but not rendered untenable, the same shall be repaired or reconstructed with due diligence by County at its own cost and expense. Except as otherwise provided in this Concession Agreement, if the Airport or any portion of the Premises is rendered untenable or unusable because of the condition thereof, there shall be a reasonable and proportionate abatement of the rentals, fees and charges provided for herein during the period that the same are so untenable or unusable.

20. UTILITIES

County shall make available heating, ventilation, air-conditioning, water and electrical power to the Operator's counter and office space in the Airport Terminal. County will use its best efforts to provide adequate levels of such utility services, taking into account availability of such utility service from County's commercial suppliers and prudent energy conservation measures; but, County shall not be liable for damage resulting from the failure or inability to so provide. Operator shall be responsible for any and all telephone, data or computer lines required or desired to be installed in Operator's Premises.

21. MAINTENANCE

A. Airport Terminal Building

(1) County agrees to keep the roof, exterior walls, plumbing, heating facilities and basic electric distribution system of Operator's office space in the Airport Terminal Building in good repair during the term of this Agreement; provided however, that Operator shall be responsible for all damage to County's property caused by any willful act or negligence of Operator, its agents or employees.

(2) County agrees to provide janitorial services for the public areas of the Airport Terminal Building and to keep the restrooms adequately supplied and equipped. County shall operate and maintain adequate directional signs in said space.

B. Rental Car Parking, Automobile Preparation Areas

In the Rental Car Parking, Automobile Preparation and Charging Station Areas, County shall provide all pavement and fencing improvements and maintenance deemed necessary by County. Operator shall, at Operator's sole cost and expense, provide and install the signs which identify its allocated and assigned parking spaces in these areas.

C. Personal Property

Operator assumes full and exclusive responsibility and liability for any and all damage or injury to any of Operator's personal property, equipment, fixtures, and facilities, at, in and about Airport and the Premises, and for any and all personal property belonging to others in Operator's custody or possession at the Airport and the Premises, with the sole exception and exclusion of such damage or injury, if any, caused solely by County.

D. Re-keying

Operator shall not re-key the Premises. Should re-keying of the Premises become necessary due to lost keys or employee turnover, the Airport will provide such services at a

nominal cost to Operator.

E. Damage to County Property

In the event of damage to any part of the Premises, Operator shall assist the Airport in determining the cause of damage to County property. Should any part of the facilities or equipment be determined to have been damaged as the result of any act or omission of Operator, repair or replacement will be undertaken by County on Operator's behalf and the cost of such repair or replacement will be billed to Operator.

22. CLEANLINESS

A. Operator agrees to keep the outdoor portions of the Premises clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Operator shall be responsible for removal of litter, garbage and refuse from that portion of the Airport Terminal Building occupied by Operator, Rental Car Parking Areas utilized by Operator, the Airport Car Wash Facility/Preparation Area when utilized by Operator, and the Airport Ready Areas utilized by Operator. Bins and containers of a type and location approved by the Airport Manager may be maintained for the temporary storage of garbage or refuse.

(1) County shall be responsible for supplying and maintaining dumpsters near the Airport Terminal Building for trash disposal, in common with other tenants.

B. Operator shall be responsible for recycling all eligible materials under the County of Sonoma Solid Waste Program. Operator shall be responsible for removal of recyclable materials from portion of the Premises utilized by Operator.

(1) County shall be responsible for supplying and maintaining a recycling dumpster near the Airport Terminal Building for Operator's use, in common with other tenants.

23. ALTERATIONS

Operator shall make no structural alterations, additions, or improvements upon said Premises, without the prior written consent of the Airport Manager. Any alterations, additions, or improvements shall be at the sole cost and expense of Operator.

A. Ownership

All alterations, additions, or improvements to the Premises made by Operator shall be the property of Operator, but considered part of the Premises. Unless otherwise instructed by County, all alterations, additions, or improvements shall, at the expiration or termination of this Agreement, become the property of County and shall be surrendered by Operator with the Premises.

B. Removal

By delivery to Operator of written notice not later than sixty (60) days prior to the end of the term of this Agreement, County may require Operator to remove any alterations, additions, or improvements that Operator has made to the Premises by the expiration or termination of this Agreement. County may require the removal at any time of all or any part of any alterations, additions, or improvements made to the Premises by Operator without the required consent.

C. Personal Property

All furniture, furnishings, articles of moveable personal property and equipment installed in or on the Premises by or for the account of Operator that can be removed without structural or other material damage to the Premises (all of which are herein called "Operator's Personal Property") shall be and remain the property of Operator and may be removed by Operator subject to the provisions of this Section 23.

D. Surrender

Operator shall surrender the Premises with all improvements, parts and surfaces broom clean and free of debris, and in good operating order, condition and repair, ordinary wear and tear excepted. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice. Operator shall repair any damage occasioned by Operator's installation, maintenance or removal of any alterations, additions, improvements, or equipment on the Premises. Trade fixtures shall remain the property of Operator and shall be removed by Operator.

24. INSPECTION

It is agreed that County, its authorized agents, officers or employees, shall have the right to enter said Premises at all reasonable times for the purpose of inspecting the same and to make such repairs as County, at its own expense, may deem necessary to preserve County's reversion; but it is expressly agreed that Operator, at Operator's own cost and expense, shall comply with the provisions of Sections 21 and 23 herein entitled, "Maintenance" and "Alterations".

25. STORMWATER POLLUTION PREVENTION

The County of Sonoma, Airport Division complies with the federal Clean Water Act and must comply with requirements established in Section A of the California State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000001 for discharges of storm water associated with industrial activities excluding construction activities. This permit is implemented through the Airport's Storm Water Pollution Prevention Plan (SWPPP). This plan identifies specific Best Management Practices (BMPs) the Airport and Operator must employ to prevent storm water pollution.

A. Operator shall reduce non-storm water discharges to the maximum extent practicable by:

(1) Frequently inspecting automobiles and any equipment stored on the Premises for leaks, and repairing leaks promptly;

(2) Cleaning up and properly disposing of spills, and immediately notifying the Airport of any spills of hazardous materials; and

(3) Educating employees in the reduction of storm water pollution by sound environmental practices.

B. The following practices are prohibited on the Premises:

(1) Hosing down any exterior area where wash water will discharge to a storm drain or conveyance ditch; and

(2) Washing, waxing, cleaning or servicing automobiles on the Premises in areas other than the wash bay and service areas designated for such activities.

C. Storm Water Pollution Prevention Plan.

Operator shall comply with best management practices set forth in the Airport's Storm Water Pollution Prevention Plan (SWPPP) as these practices apply to Operator's use of the Premises. These best management practices were developed for and intended to eliminate non-storm water discharges to the maximum extent possible, and to control discharges, if any, using the best available control technology. Non-storm water discharges include discharge of any material other than clean storm water that will lead to pollutants, including sediments, entering the Airport storm water collection system.

26. RESTRICTION ON USE OF PREMISES

Operator shall not discharge into the sewer system any substances, of whatever nature, that may prove harmful to the sewage system or require any abnormal treatment by the sewage treatment plant. County reserves the right to enter upon the Premises to take samples and to examine the discharge into the sewer system. If harmful or clogging substances are being discharged, Operator hereby agrees to install and operate the treatment facilities necessary for the business or, at County's election, cease use of that portion of the Premises.

County reserves the right to make rules regulating type and character of sewage that will be deposited in the system, such rules to be in conformity with usual practices.

No flammable liquids or gases shall be stored in the Premises in quantities aggregating more than thirty-five (35) gallons and said storage shall be in metal cabinets. Oil in sealed containers or in drums with hand operating dispensing pumps shall not be deemed to be flammable liquids.

27. STORAGE AND DISCHARGE OF HAZARDOUS MATERIALS

- A. Operator shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Premises or the Airport by Operator, its agents, employees, contractors or invitees, without the prior written consent of Airport, which Airport shall not unreasonably withhold as long as Operator demonstrates to Airport's satisfaction that such Hazardous Materials: (i) are necessary or useful to Operator's permitted use and will be used, kept and stored in a manner that complies with all laws, statutes, ordinances, rules, regulations, orders, requirements, and policies of any and all governmental agencies and authorities and any fire insurance underwriters applicable to any such Hazardous Materials ("Hazardous Materials Laws") and (ii) do not otherwise, due to the quantity, nature or use of such Hazardous Materials, substantially increase the risk of fire or other casualty to the Premises or the Airport.
- B. To the extent any Hazardous Materials are used, kept, or are present in or on the Premises after the Commencement Date, Operator shall ensure that all such Hazardous Materials, and all uses thereof, are in full compliance with all Hazardous Materials Laws.
- C. If Operator breaches the obligations stated in subparagraphs (a) or (b) or if, as the result of an occurrence arising out of Operator's or its agents', subcontractors' or invitees' use or presence on the Premises, Hazardous Materials become present on the Premises after the Commencement Date which results in contamination, then Operator agrees to be responsible for any damages or clean-up occasioned thereby. Without limiting the foregoing, if the presence of any Hazardous Materials on the Premises during the term of this Agreement result in any contamination of the Airport, or otherwise results in the release or discharge on, under or from the Premises of Hazardous Materials, Operator shall promptly take all actions at its sole expense as are necessary to remediate the release or discharge as required by any applicable local, State and Federal regulations, and to return any impacted improvements to the Airport to the condition existing prior to the introduction of any such Hazardous Materials to the Airport or to otherwise remove and/or abate the release or discharged Hazardous Materials; provided that Airport's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Airport, will not unreasonably interfere with the use and enjoyment of other portions of the Airport, and will be performed in accordance with all Hazardous Materials Laws. Upon the termination of this Agreement, Operator shall surrender the Premises to Airport free of any and all

Hazardous Materials (except any Hazardous Materials existing on the Premises prior to the Commencement Date) and in compliance with all Hazardous Materials Laws.

- D. For the purpose of this section, the term “Hazardous Materials” includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health & Safety Code, Section 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

28. ADVERTISING

Operator shall conform to the Sign Ordinance of the County of Sonoma, as amended, and obtain permits from the appropriate department of said County; in addition, all signs shall be approved by the Airport Manager and shall comply with Airport’s advertising sign policy. Operator shall not erect, maintain, or display any signs or other advertising at or on the Airport premises without first obtaining the written approval of the County through its Airport Manager.

29. PEACEABLE POSSESSION

County agrees that Operator, paying the rental and performing the covenants to be paid, observed, kept and performed on Operator's part, shall and may, peaceably and quietly have, hold and enjoy said Premises during the term of this Concession Agreement. Operator, in turn, agrees to quit and deliver up possession of said Premises peaceably and quietly at the expiration of said term, or any sooner termination as contained within this Agreement.

30. NONDISCRIMINATION

Operator shall comply with all applicable federal, state and local laws, rules and regulations relating to non-discrimination in employment and services because of race, color, ancestry, national origin, religion, sex, marital status, sexual orientation, age, medical condition and handicap.

31. RIGHTS OF SUBSIDIARY AND AFFILIATED COMPANY

The rights and privileges granted Operator hereunder with respect to the use of the Airport, its appurtenances and facilities, including any structures or facilities erected thereon by

Operator or in which Operator may lease space, shall accrue to any company now or hereafter subsidiary to or affiliated with Operator to the same extent and degree that such rights and privileges are possessed by Operator hereunder. The exercise of such rights and privileges by any other such company shall be deemed paid for by the payment by Operator of the charges and fees provided for under this Agreement, and no additional fees or charges, other than those specifically set forth and payable by Operator hereunder, shall be assessed against Operator or such other company.

The Airport Manager shall be notified, in writing, at least thirty (30) days prior to any action pursuant to the above.

32. SUBLETTING AND ASSIGNMENT

In view of the fact that the Premises constitutes a major and indispensable component of the County of Sonoma's Airport Master Plan and that, therefore, the identity of the Operator and Operator's experience and qualifications as an automobile rental operator are of the utmost concern to the County of Sonoma, Operator shall not assign its interest in this Agreement either voluntarily or by operation of law or sublease all or any part of the Premises or allow any other person or entity (except Operator's authorized representatives or employees) to occupy or use all or any part of the Premises without the prior written consent of the County.

A. Conditions of Assignment or Subletting

In giving its consent pursuant to the above section, County shall, in addition to any other requirements or conditions, require compliance with the following:

(1) Any proposed transferee shall have the qualifications, experience and financial responsibility, as determined by the County, necessary and adequate to fulfill the obligations undertaken in this Agreement by Operator.

(2) Any proposed transferee, by instrument in writing, shall, for itself and its successors and assignees, and expressly for the benefit of County, have expressly assumed all of the obligations of Operator under this Agreement and agreed to be subject to all of the conditions and restrictions to which Operator is subject; provided, however, that the fact that any transferee of this Agreement, or any other successor in interest whatsoever to this Agreement, whatsoever the reason, shall not have assumed such obligations, shall not, unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by County, relieve or except such transferee or successor of or from such obligations, conditions or restrictions or deprive or limit County of or with respect to any rights or remedies or controls with respect to this Agreement or the Premises. It is the intent of this Agreement, to the fullest extent permitted by law and equity, and excepting only in the manner and to the extent specifically provided otherwise in this Agreement, that no transfer of this Agreement, or any interest herein, however

consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit County of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Premises that County would have had, had there been no such transfer or change.

(3) There has been submitted to County for review, and the County has approved, all instruments and other legal documents involved in effecting the transfer.

(4) Any sublease, license or concession agreements between Operator and a subtenant, licensee or Operator shall be in form and substance satisfactory to County; provided, however, that in the absence of a specific written agreement by County to the contrary, no such transfer or approval by County thereof shall be deemed to relieve Operator or any other party bound in any way by this Agreement or otherwise with respect to any term, covenant and condition of this Agreement.

B. Notice of Change of Ownership

Operator represents and agrees for itself and any successor in interest of itself that without the prior written approval of County, there shall be no significant change (voluntary or involuntary) in the membership, management or control of Operator which would prevent or impair the ability of Operator to complete its obligations under this Agreement.

If Operator is (a) a corporation the stock of which is not publicly traded over a national exchange or (b) an unincorporated association, limited liability company, or partnership, then the transfer, assignment or hypothecation of any stock or ownership interest in such corporation, association, limited liability company or partnership in the aggregate in excess of fifty percent (50%), whether in one or in multiple transactions, shall be deemed an assignment for purposes of this Section which requires the prior written approval of the County, which approval shall be granted upon the terms and conditions set forth in this Section.

Operator shall promptly notify County of any and all significant changes in the membership, management or control of Operator whether legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership or identity of Operator, or with respect to the identity of the parties in control of Operator or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information. This Agreement may be terminated by County if there is any significant change in the membership, management or control of Operator whether legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership or identity of Operator, or with respect to the identity of the parties in control of Operator or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information.

C. General Provisions

(1) No assignment of any interest in this Agreement made with County's consent, or as

herein otherwise permitted, shall be effective until there shall have been delivered to County an executed counterpart of such assignment containing an agreement, in recordable form, executed by the assignor and the proposed assignee, wherein and whereby such assignee assumes due performance of the obligations on the assignor's part to be performed under this Agreement to the end of the term hereof.

(2) The consent by County to an assignment hereunder shall not in any way be construed to relieve Operator from obtaining the express consent in writing of County to any further assignment.

(3) Notwithstanding an assignment by Operator hereunder to which County has consented, Operator shall remain liable for all liabilities and obligations hereunder.

33. DEFAULT

A. Default; Breach

“Default” is defined as the occurrence of one or more of the events listed below. A “Breach” is defined as the occurrence of one or more of the following Defaults, and the failure of Operator to cure such Default within any applicable corrective period. For any occurrence of a Default listed herein with no corrective period listed, such Default also constitutes a breach at the time of occurrence:

(1) The abandonment of the Premises.

(2) The failure of Operator to fulfill any obligation under this Agreement which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Operator.

(3) The failure of Operator to make any payment of rent or any other amount required under this Agreement where such failure continues for a period of five business (5) days following written notice to Operator.

(4) The failure of Operator to observe and comply with any applicable laws, covenants, or restrictions of record, building codes, regulations and ordinances in the occupancy and use of the Premises where such failure continues for a period of more than ten (10) days following written notice to Operator.

(5) A failure of Operator to comply with any of the terms, covenants, conditions or provisions of this Agreement, except those terms, covenants and conditions covered in subsections 1-4 of this Section A, where such Default continues for a period of thirty (30) days following written notice to Operator; provided, however, if the nature of the

Default is such that more than thirty (30) days is reasonably required for its cure, then it shall not be deemed to be a Breach if Operator commences such cure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion.

(6) The occurrence of any of the following events: (a) the making of any general arrangement or assignment for the benefit of creditors; (b) becoming a “debtor” as defined in 11 U.S.C.§101 or any successor statute thereto; (c) the appointment of a trustee or receiver to take possession of substantially all of Operator’s assets located at the Premises or Operator’s interest in this Agreement, where possession is not restored to Operator within thirty (30) days; the attachment, execution or other judicial seizure of substantially all of Operator’s assets located at the Premises or Operator’s interest in this Agreement, where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect and shall not affect the validity of the remaining provisions.

B. Remedies

(1) If Operator fails to perform any affirmative duty or obligation of Operator under this Agreement, within the cure period assigned above (or in the case of an emergency, without notice), County may, at its option (but without obligation to do so), perform such duty or obligation on Operator’s behalf, including but not limited to, the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits, or approvals. The costs and expenses of any such performance by County shall be due and payable by Operator upon invoice therefore. If any check given to County by Operator or any permitted transferee shall not be honored by the bank upon which it is drawn, County, at its own option, may require all future payments to be made under this Agreement by Operator or any permitted transferee to be made only by cashier’s check.

(2) In the event of a Breach of this Agreement by Operator, with or without further notice or demand, and without limiting County in the exercise of any right or remedy which County may have be reason of such Breach, County may:

Terminate Operator’s right to possession of the Premises by any lawful means, in which case this Agreement and the term hereof shall terminate and Operator shall immediately surrender possession of the Premises to County. In such event, County shall be entitled to recover from Operator:

(a) The worth at the time of award of any unpaid rent and other charges which had been earned at the time of such termination; and

(b) Any other amount necessary to compensate County for all the detriment proximately caused by Operator's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by County in maintaining or preserving the Premises after such default, preparing the Premises for re-letting to a new Operator and any repairs or alterations to the Premises.

C. Remedies Not Exclusive.

No right or remedy herein conferred upon or reserved to County or Operator is intended to be exclusive of any other right or remedy, except as expressly stated herein, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute, except such rights or remedies as are expressly limited herein.

D. Waiver of Rights of Redemption.

Operator hereby waives for itself and all those claiming under it all rights which it may have under any present or future constitution, statute, or rule of law (a) to redeem the Premises after termination of Operator's right of occupancy by order or judgment of any court or by any legal process or writ or (b) which exempts property from liability for debt or for distress for rent.

34. BANKRUPTCY

It is agreed that in the event Operator shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Agreement shall immediately terminate and County shall have the right forthwith to re-enter said Premises, and in no event shall this Agreement be, or be treated as, an asset of Operator after adjudication of bankruptcy.

If Operator shall become insolvent or fail in business, then this Agreement may be terminated at the option of County, in which event County shall have the right to immediately re-enter said Premises, and in no event shall this Agreement be, or be treated as, an asset of Operator after the exercise of said option.

As hereinabove set forth, it is agreed that, to the fullest extent allowable by law, this Agreement is not assignable by Operator, either voluntarily or involuntarily, or by any process of law, except as herein otherwise provided, and shall not be under the control of the creditors, or trustee or trustees of Operator in case of bankruptcy, or in the insolvency of Operator, but shall then be subject to termination, as herein provided.

35. FORFEITURE

If the following events occur, the County, at its option, may elect to do the things hereinafter set forth in this section:

A. If Operator offers, causes or affects composition of creditors, or

B. a reorganization or plan to reorganize, or

C. adjustment or plan of readjustment of Operator's debts, or

D. if any receiver, attachment or keeper of the business or of the property or assets of Operator be instituted, and such receiver, attachment or keeper be not discharged or released within ten (10) days, or

E. if the receiver makes a general or any assignment for the benefit of creditors, or

F. if the receiver should abandon or vacate the Premises, then in any of such events, the County shall have the option:

(1) To collect by suit or otherwise, each installment of rent or other sum as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Operator required to be kept or performed; or

(2) To re-enter said Premises, remove all persons therefrom, and either:

(a) With or without terminating or forfeiting this Agreement, and in either event without in any way affecting any rights or remedies of County or any duties or obligations of Operator hereunder, to re-let said Premises as the agent and for the account of Operator upon such terms and conditions as County may deem advisable, in which event the rents received on any such re-letting shall be applied as follows: First, to the expenses of re-letting and collecting, including any necessary renovation and alteration of the Premises and a reasonable attorney's fee and any real estate commission actually paid; and thereafter toward payment of all sums due or to become due to County hereunder. If a sufficient sum shall not be thus realized to pay such rent and other charges, then Operator shall pay to County monthly any deficiency and County may sue therefore as each monthly deficiency shall arise; such monthly deficiencies shall be paid promptly when due, as herein provided, notwithstanding the fact that County may thereafter receive monthly rental in excess of the monthly payments herein specified during subsequent months; or

(b) Terminate this Agreement.

The foregoing remedies of County shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided for.

36. WAIVER OF BREACH

County's failure to declare a default or breach of covenant on the part of Operator shall not

be construed as a waiver thereof; nor shall any custom or practice, which may grow up between the parties in the course of administering this instrument, be construed so as to waive or to lessen the right of County to insist upon the performance by Operator of any term, covenant or condition hereof, or to exercise any rights given them on account of any such default. A waiver of any particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach of default.

37. STATUTORY COMPLIANCE/LIVING WAGE ORDINANCE.

Operator agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Operator expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

38. NON-DISCRIMINATION.

Without limiting any other provision hereunder, Operator shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

39. AIDS DISCRIMINATION.

Operator agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

40. TERMINATION.

Termination Without Cause.

Notwithstanding any other provision of this Agreement, at any time and without cause, both parties shall have the right, in its sole discretion, to terminate this Agreement by giving sixty (60) days written notice to Operator.

Authority to Terminate.

The Board of Supervisors has the authority to terminate this Agreement under this Section XX or Section 33 (Default) on behalf of the County. In addition, the Purchasing Agent or Public

Infrastructure Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

41. HOLDING OVER; SURRENDER

A. Holding Over

Upon prior written permission from the Airport, Operator may continue to hold possession of the Premises after the term of this Agreement on a month-to-month basis pursuant to the terms of the Agreement. Either party may terminate a hold over concession with or without cause upon thirty (30) days written notice from the other party.

B. Surrender

At the end of the term or sooner termination of this Agreement, Operator shall surrender possession of the Premises to the County. All of Operator’s personal property shall be removed by Operator on or prior to the date of termination of this Agreement.

42. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery (by hand or by messenger or courier service), email or may be sent by regular, certified or registered mail with the U.S. Postal Service, with postage prepaid.

Notices, bills and payments shall be addressed as follows:

County: Airport Manager
 Charles M. Schulz-Sonoma County Airport
 2290 Airport Blvd.
 Santa Rosa, CA 95403
 Email: STS-Real-Estate@sonomacounty.gov

Operator: _____

With copy to: _____

or to such other address as either party may have furnished to the other in writing as a place for the service of notice.

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice is sent by email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (2) the

sender has a written confirmation of the email, and (3) the email is transmitted before 5:00 p.m. (recipient's time). Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. In all other instances, notices shall be effective upon receipt by the recipient. Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this paragraph.

43. COMPLETE UNDERSTANDING AND AMENDMENTS

This Agreement sets forth all of the agreements and understandings of the parties and any modification must be amended in writing and properly executed by both parties.

44. SUCCESSORS

This Agreement is intended to and does bind and shall inure to the benefit of all the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

45. SURVIVAL OF TERMS.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

46. REPRESENTATION

Operator hereby affirms that this Agreement is entered into upon the sole reliance of Operator's own observations and not because of any influence or representation of County or any other person.

47. TIME

Time is of the essence of this Agreement and all of the terms and covenants hereof are conditions.

48. CAPTIONS

The title or headings to the Sections of this Agreement are for convenience only and are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

49. NON-INTERFERENCE WITH OPERATION OF AIRPORT

Operator covenants and agrees that it will not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities; nor will Operator use or permit the Premises to be used in any manner which might interfere with

landing and take-off of aircraft from the Airport or otherwise constitute a hazard.

If any proscribed or prohibited condition or activity, as described above, shall be permitted to exist on the Premises, or on any part thereof, then, as an alternative to termination of this Agreement under the provisions of Section 45. "Subordination to Rights of Federal Government" of this Agreement, the County, after giving thirty (30) days written notice to Operator, during which period Operator may abate or correct the omission or objection so set forth in County's notice, may thereupon correct such omission or objection by entering the Premises itself, or by its agents, servants or employees, without such entering causing or constituting a termination of this Agreement or an interference with possession of the Premises by Operator, and the County may cause abatement of such proscribed or prohibited condition or activity; and, in such event, the Operator agrees to pay the County the expenses of the County incurred in the above connection as additional rent within thirty (30) days after the submission of an invoice showing the reasonable expenditure or the incurring of any such reasonable expenditure by the County.

50. SUBORDINATION TO RIGHTS OF FEDERAL GOVERNMENT

It is understood and agreed that Operator accepts all of the terms of this Agreement subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operations, regulation or taking over of said Airport; and Operator agrees to hold harmless and without liability the County in the event that the United States Government, for any reason, exercises any such right, resulting in the County being unable to comply with any or all of the terms of this Agreement.

This Agreement and all of the provisions hereof shall be subject and subordinate at all times to all of the terms and conditions of the instruments and documents under which County acquired said leased property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

51. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

In addition to the foregoing terms, covenants and conditions of this Agreement, the following covenants and agreements are hereby made an integral part of this Agreement by reason of the requirements of the Federal Aviation Administration:

A. Civil Rights – General. The Operator and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the Operator or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the

party or any transferee for the longer of the following periods:

- i. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- ii. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

B. Title VI Clauses. The Operator for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- i. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- ii. The Operator for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that the Operator will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- iii. With respect to this Agreement, in the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this

Agreement and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

- iv. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §

47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Federal Fair Labor Standards Act (Federal Minimum Wage). The Operator has full responsibility to monitor compliance to the referenced statute or regulation. The Operator must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

D. Occupational Safety and Health Act of 1970. This Agreement shall incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Operator must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Operator retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Operator must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E. Accommodations, services. Operator shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

F. Non-compliance with Sub-section E. Non-compliance with Sub-section E above shall constitute a material breach thereof and in the event of such non-compliance County shall have the right to terminate this Agreement and the estate hereby created without liability therefore

or at the election of County or the United States either or both said Governments shall have the right to judicially enforce those provisions.

G. Agreements with Operator. Operator agrees that it shall insert the above provisions in any agreement, contract, etc. by which said Operator grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Leased Premises.

H. Affirmative Action. Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Operator assures that it will require that its covered sub-organizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effort.

I. Future Development. County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Operator, and without interference or hindrance.

J. Right to repair. County reserves the right, but shall not be obligated to Operator to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Operator in this regard.

K. Subordinate to right of United States Government. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States, relative to the development, operation or maintenance of the Airport.

L. Right of flight. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Charles M. Schulz-Sonoma County Airport.

M. Approach protection. Operator agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased Premises.

N. Maximum elevation, right to cure. Operator by accepting this Agreement expressly agrees for itself, its successors and assigns that it will not erect or permit the erection of any structure or project, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 147 feet.

O. Interference with Operations. Operator by accepting this Agreement agrees for itself, its successors and assigns that it will not make use of the Premises in any manner, which might interfere with the landing and taking off of aircraft from the Charles M. Schulz-Sonoma County Airport or otherwise constitute a hazard.

In the event the aforesaid covenant is breached, County reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Operator.

P. Exclusive use prohibited. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

Q. War or National Emergency. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

52. CONSTRUCTION AND RELOCATION DURING TERM

A. Construction. It is understood by Operator that (1) expansion of the Airport Terminal, (2) construction of the consolidated rental car quick turn facility, and (3) construction of long-term A parking lot inclusive of the return area and overflow parking will begin during the term of this Agreement. Dirt and dust will be created from time to time by the maintenance or construction of the Airport Terminal Building and associated facilities. Due to the close proximity of the Airport Terminal Building and Rental Car Parking, Preparation and Ready Areas to said maintenance and construction, the Premises and any automobiles parked in those lots may be subject to dust and dirt. Operator accepts this condition without reservation as a part of this Agreement and as such, shall not be entitled to a reduction in its fees to County as a result of any dust or dirt landing on Operator's rental counter and office space located in the Airport Terminal Building or automobiles located in the Rental Car Parking, Preparation or Ready Areas.

Operator further understands that construction may cause inconvenience and disruption. Operator accepts this condition without reservation as part of this Agreement and as such, shall not be allowed any compensation or reduction in fees to County for losses suffered as a result of said construction.

B. Relocation. Operator agrees to relocate its ready and return parking areas to accommodate the construction of the Consolidate Rental Car and Quick Turn

Facility, and reconfiguration of Long-Term Parking Lot A. Operator agrees to relocate its offices within the Airport Terminal Building to accommodate the construction of the remodel and addition of the Airport Terminal Building upon request of the Airport upon written notice of no less than 90 days. Airport will, at all possible, limit the disruption to Operator's business during the construction period. The cost of relocating Operator's telephone and data lines shall be at the expense of the Airport. Computer and personal property moves shall be at the expense of the Operator. Airport Manager shall be authorized to request relocation of Operator's offices on behalf of County.

53. CORPORATE AUTHORITY

If Operator signs as a corporation, Operator covenants that each of the persons executing this Agreement on behalf of Operator is a duly authorized and existing officer of the corporation, that Operator has, is and shall remain during the term of this Agreement qualified to do business in the State of California, that the corporation has full right and authority to enter into this Agreement and that each, both or all of the persons signing on behalf of the corporation were authorized to do so. Upon County's request, Operator shall provide County with evidence reasonably satisfactory to County confirming the foregoing covenants and warranties.

54. NO JOINT VENTURE

It is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between County and Operator or between County and any other party or cause County to be responsible in any way for the debts or obligations of Operator or any other party.

55. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM.

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

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

Effective October 3, 2025, pursuant to changes adopted by the Department of Transportation as set forth in the Federal Register, Vol. 90, No. 190, p. 47969, the County of Sonoma's project goals for all projects subject to the FAA "Airport Concessions Disadvantage

Business Enterprise” program and the FAA “Disadvantage Business Enterprise” program, including all Airport projects upon which Consultant performs tasks under this Agreement shall have a project goal of: 0%. Accordingly, the Goal for this contract is 0%.

Pursuant to the above, until completion of the reevaluation of DBEs and ACDBEs by the Unified Certification Program, the County will not require Contractor to report to the County its payments to DBEs and ACDBEs, review whether a commercially useful function is performed by any DBEs or ACDBEs contracted by Consultant, or other requirements necessary to track performance of the project’s goal.

Upon written notice by County to Contractor of the resumption of the enforcement and collection of data regarding ACDBE program compliance, Contractor shall promptly comply with all County ACDBE requirements, including those outlined in Exhibits “D” and “E”– County of Sonoma Disadvantaged Business Enterprise (DBE) Program Requirements to this Agreement

The County reserves the right in its sole discretion to amend or modify the contract as required by changes in federal law and regulations, including to comply with changes to 49 C.F.R. part 23 and 49 C.F.R. part 26.

The Remainder of this Page Intentionally Left Blank

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date:

OPERATOR: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA, a political subdivision of the State of California

Certificates of Insurance Reviewed, on File, and Approved as to Substance for County:

By: _____

Department Representative

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

County Counsel

Date: _____

EXECUTED BY:

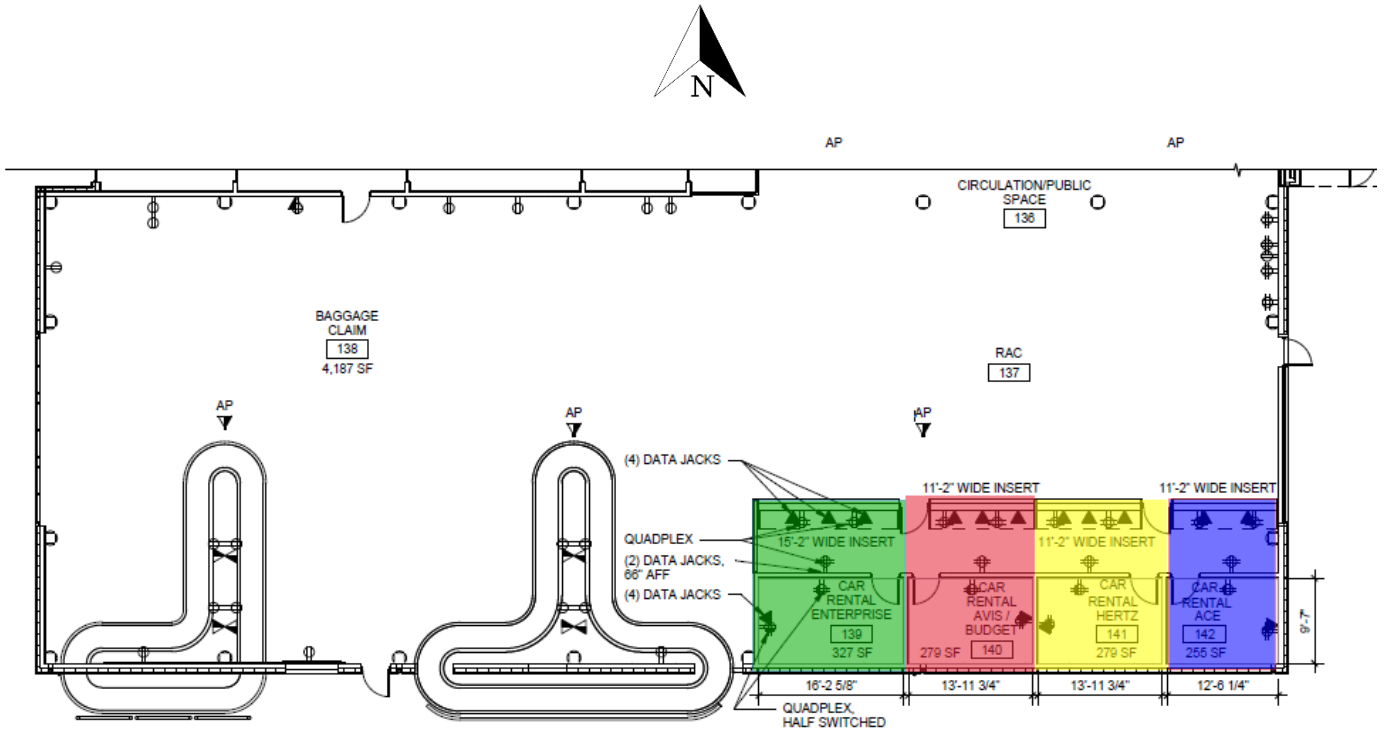
By: _____

Jon Stout, CAE, AAE
Airport Manager

Date: _____

Exhibit A

Rental Car Square Footage Terminal Map



FIRST FLOOR - CAR RENTAL

3/32" = 1'-0"

Exhibit A-1
Joint Use Area

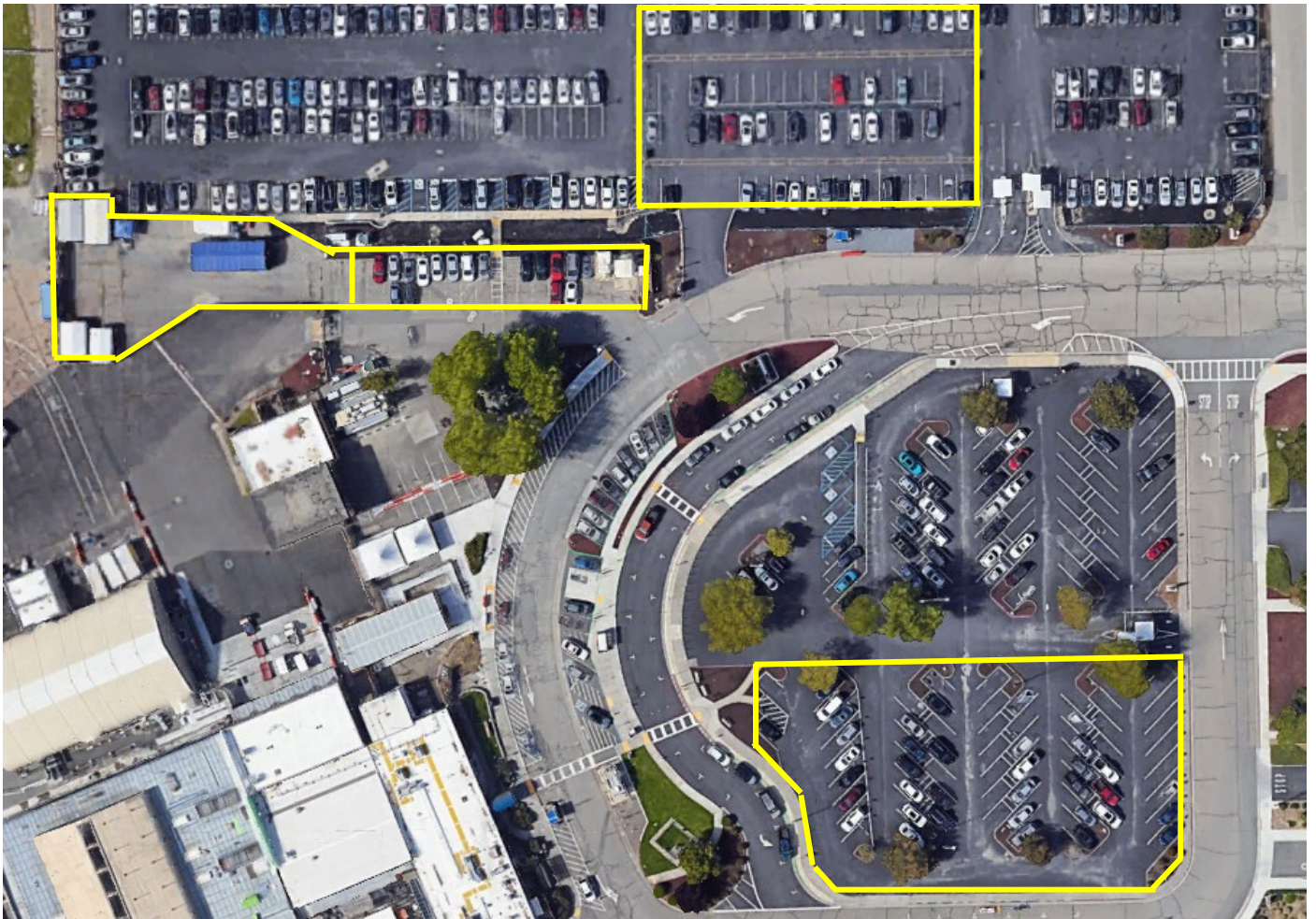
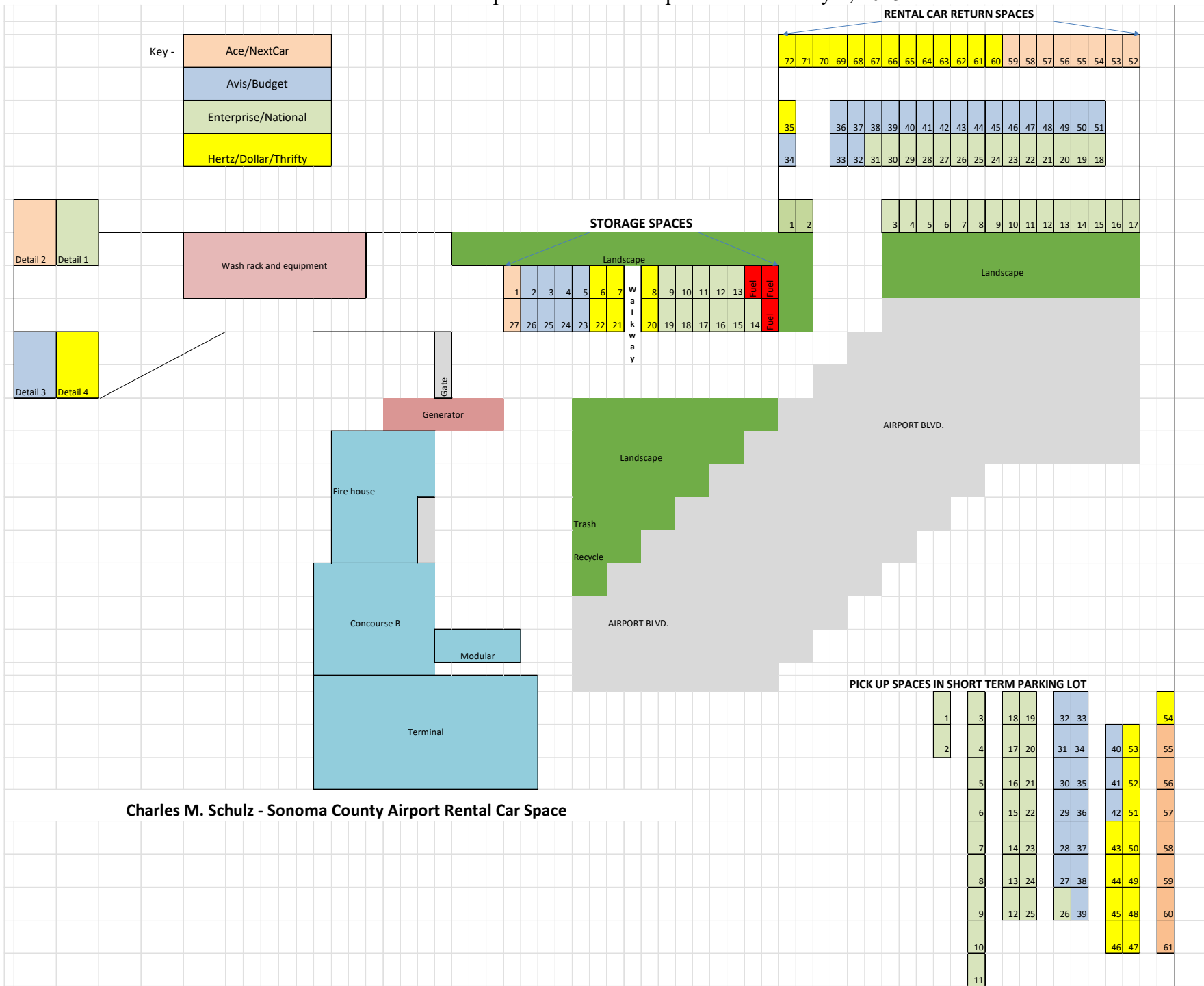


Exhibit B - Car Rental Space Allocation Map effective January 1, 2025



Charles M. Schulz - Sonoma County Airport Rental Car Space

Exhibit C - Insurance Requirements

Operator shall maintain and require its subcontractors and agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. If Operator maintains a program of self-insurance, Operator shall obtain County's approval of Operator's self-insurance program prior to inception of this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Operator from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- d. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Operator maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Operator.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Operator is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Operator has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma, its officers, agents and employees shall be endorsed as additional insureds for liability arising out of Operator's ongoing operations. (Acceptable endorsements: ISO endorsement CG 20 26, ISO endorsement CG 20 12 or equivalents.)
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between County and Operator and include a

“separation of insureds” or “severability” clause which treats each insured separately.

g. Required Evidence of Insurance:

- i. Copy of the additional insured endorsement or policy language granting additional insured status;
- ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
- iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$2,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned, hired and non-owned vehicles.
- c. Required Evidence of Insurance: Certificate of Insurance.

4. Pollution/Environmental Impairment Liability Insurance

Pollution/Environmental Impairment Liability coverage will be required when Operator engages in fueling, fluid-handling, or other operations involving potential environmental exposure, as identified by the County.

- a. Minimum Limit: \$1,000,000 per pollution condition. If Operator maintains limits higher than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Operator.
- b. The insurance shall provide coverage for:
 - i. bodily injury, sickness or disease, sustained by any person, including death;
 - ii. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - iii. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
 - iv. defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims: and
 - v. liability assumed by Operator under a written contract or agreement.
- c. The County of Sonoma, its officers, agents and employees shall be endorsed as additional insureds for liability arising out of Operator’s operations under this Agreement.
- d. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- e. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the date of this Agreement.
- f. If the insurance is on a Claims-Made basis, the insurance shall be maintained for two (2) years after termination of this Agreement. Continuation insurance may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the inception of this Agreement.
- g. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Operator is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Operator has a claim against

the insurance or is named as a party in any action involving the County.

- h.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- i.** Required Evidence of Insurance:
 - i.** Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii.** Copy of the endorsement or policy language indicating that insurance is primary and non-contributory;
 - iii.** Subrogation waiver endorsement; and
 - iv.** Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a.** The Certificate of Insurance shall include the following reference: [Airport Rent A Car](#).
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Operator agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is [County of Sonoma, its officers, agents, and employees, Attn: Real Estate, Charles M. Schulz – Sonoma County Airport, 2290 Airport Blvd., Santa Rosa, CA 95403](#).
- d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e.** Operator shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Operator's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Operator fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Operator resulting from said breach.

Exhibit D
Charles M. Schulz – Sonoma County Airport
Airport Concession Disadvantaged Business Enterprise
(ACDBE) Program Requirements

A. Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

i. Race-Neutral ACDBE Participation

The Concessionaire is required to submit an ACDBE Race-Neutral Participation Listing to identify ACDBE subcontractor(s) proposed in the performance of this agreement, and further agrees to ensure that ACDBE subcontractors listed in the “ACDBE Race-Neutral Participation Listing” perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by the County of Sonoma (County) prior to the Prime Concessionaire effectuating any changes to its race-neutral ACDBE participation commitments. The Concessionaire is required to submit this form whether or not ACDBE subcontractors have been proposed.

Prime Concessionaire shall ensure the ACDBE information submitted shall include the North American Industry Classification System (NAICS) code applicable to the kind of work the ACDBE subcontractor(s) will perform on the contract.

In the event the Concessionaire commits to utilizing an ACDBE in the performance of this contract after contract award, the Concessionaire will comply with the same reporting requirements delineated above and submit an “ACDBE Race-Neutral Participation Listing” for new ACDBE commitments made after award and during contract performance.

ii. ACDBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), County has adopted an Airport Concession Disadvantaged Business Enterprise (ACDBE) Policy and Program, in conformance with Title 49 CFR part 23, “Participation by Disadvantaged Business Enterprises in Airport Concessions”.

The project is subject to these stipulated regulations. In order to ensure that County achieves its overall ACDBE Program goal, County encourages the participation of ACDBEs as defined in 49 CFR 23 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these regulations, it is also the policy of County to:

- a. Fulfill the spirit and intent of the Federal ACDBE Program regulations (“Regulations”) published under U.S. DOT Title 49 CFR, Part 23, by ensuring that ACDBE’s have equitable access to participate in all of County’s and identified Prime Concessionaire airport concession contracting opportunities.
- b. Ensure that ACDBEs can fairly compete for and perform on all concession contracts and subcontracts
- c. Ensure non-discrimination in the award and administration of County’s airport concession contracts.
- d. Create a level playing field on which ACDBEs can compete fairly for airport concession contracts.
- e. Ensure that only firms that fully meet 49 CFR, Part 23 eligibility standards are permitted to participate as ACDBEs in airport concession contracts.
- f. Help remove barriers to the participation of ACDBEs in airport concession contracts.

Exhibit D
Charles M. Schulz – Sonoma County Airport
Airport Concession Disadvantaged Business Enterprise
(ACDBE) Program Requirements

- g. Assist in the development of firms that can compete successfully in the marketplace outside the ACDBE Program.

Concessionaire will not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that is defined in 49 CFR Part 23, or elsewhere in the Regulations, will have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and County's ACDBE Program with respect to airport concession contracts, the Regulations will prevail.

iii. County' Race-Neutral ACDBE Policy Implementation Directives

Pursuant to Race-Neutral ACDBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in Western States Paving Co. v. Washington State Department of Transportation, County has implemented a wholly Race-Neutral ACDBE Program.

A Race-Neutral ACDBE Program is one that, while benefitting ACDBEs, is not solely focused on ACDBE firms. Therefore, under a Race-Neutral ACDBE Program, County does not establish numeric race-conscious ACDBE participation goals on its airport concession contracts. However, the Prime Concessionaire will adhere to race-neutral ACDBE participation commitment(s) made at the time of contract award.

iv. Definitions

The following definitions apply to the terms as used in these provisions:

- a. "Airport Concession Disadvantaged Business Enterprise (ACDBE)" means a concession that is a for-profit small business concern –
- (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
 - (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- b. "Socially and Economically Disadvantaged Individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –
- (1) Any individual determined by a recipient to be a socially and economically disadvantaged individual on a case-by-case basis.
 - (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

Exhibit D
Charles M. Schulz – Sonoma County Airport
Airport Concession Disadvantaged Business Enterprise
(ACDBE) Program Requirements

(iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

c. “Concession” means one or more of the types of for-profit businesses listed in paragraph (1) or (2) of this definition:

(1) A business, located on an airport subject to this part, that is engaged in the sale of consumer goods or services to the public under an agreement with the recipient, another concessionaire, or the owner or lessee of a terminal, if other than the recipient.

(2) A business conducting one or more of the following covered activities, even if it does not maintain an office, store, or other business location on an airport subject to this part, as long as the activities take place on the airport: Management contracts and subcontracts, a web-based or other electronic business in a terminal or which passengers can access at the terminal, an advertising business that provides advertising displays or messages to the public on the airport, or a business that provides goods and services to concessionaires.

(3) For purposes of this subpart, a business is not considered to be “located on the airport” solely because it picks up and/or delivers customers under a permit, license, or other agreement. For example, providers of taxi, limousine, car rental, or hotel services are not considered to be located on the airport just because they send shuttles onto airport grounds to pick up passengers or drop them off. A business is considered to be “located on the airport,” however, if it has an on-airport facility. Such facilities include in the case of a taxi operator, a dispatcher; in the case of a limousine, a booth selling tickets to the public; in the case of a car rental company, a

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counter at which its services are sold to the public or a ready return facility; and in the case of a hotel operator, a hotel located anywhere on airport property.

(4) Any business meeting the definition of concession is covered by this subpart, regardless of the name given to the agreement with the recipient, concessionaire, or airport terminal owner or lessee. A concession may be operated under various types of agreements, including but not limited to the following:

- (i) Leases.
- (ii) Subleases.
- (iii) Permits.
- (iv) Contracts or subcontracts.
- (v) Other instruments or arrangements.

(5) The conduct of an aeronautical activity is not considered a concession for purposes of this subpart. Aeronautical activities include scheduled and non-scheduled air carriers, air taxis, air charters, and air couriers, in their normal passenger or freight carrying capacities; fixed base operators; flight schools; recreational service providers (e.g., sky-diving, parachute-jumping, flying guides); and air tour services.

(6) Other examples of entities that do not meet the definition of a concession include flight kitchens and in-flight caterers servicing air carriers, government agencies, industrial plants, farm leases, individuals leasing hangar space, custodial and security contracts, telephone and electric service to the airport facility, holding companies, and skycap services under contract with an air carrier or airport..

- d. “Concessionaire” means a firm that owns and controls a concession or a portion of a concession.
- e. “Joint Venture” means an association of an ACDBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the ACDBE is responsible for a distinct, clearly defined portion of the work of the contract and whose shares in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. Joint venture entities are not certified as ACDBEs.

v. Race-Neutral ACDBE Submission and Ongoing Reporting Requirements (Post- Award)

Concessionaire will complete and submit the following ACDBE form at the times specified:

“Monthly Race-Neutral ACDBE Subcontractors Paid Report Summary and Payment Verification: (Form 103).

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If the Concessionaire is an ACDBE firm and/or has proposed to utilize ACDBE firms, the Concessionaire will be required to complete and submit a Form 103 to County designee by the 15th of each month until completion of the contract to facilitate reporting of race-neutral ACDBE participation, following the first month of contract activity. The Concessionaire will report the total dollar value paid to ACDBEs for the applicable reporting period. The Concessionaire will also report the ACDBE's scope of work and the total subcontract value of commitment for each ACDBE reported.

Concessionaire is advised not to report the participation of ACDBEs toward the Concessionaire's race-neutral ACDBE attainment until the amount being counted has been paid to the ACDBE.

Upon completion of the contract, the Concessionaire will be required to prepare and submit to County a "Race-Neutral ACDBE Subcontractor Paid Report Summary and Payment Verification" (Form 103) clearly marked "Final" to facilitate reporting and capturing actual ACDBE race-neutral attainments. Concessionaire will complete and submit a Final Form 103 whether or not ACDBEs were utilized in the performance of the contract.

Concessionaire is responsible for providing subcontractor's proof of ACDBE Certification.

Concessionaire and subcontractors are subject to periodic audits by County and or their designated representative. Program audits serve as a part of County assessing program compliance. The audit may include comprehensive review of program related forms, documents and procedures, including but not limited to site visits. The information presented for review shall be provided in an auditable manner.

vi. ACDBE Eligibility and Commercially Useful Function Standards

- a. An ACDBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- b. An ACDBE may participate as a prime concessionaire, subcontractor, or as a joint venture partner with a prime or subcontractor, or as a vendor of material or supplies.
- c. An ACDBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The ACDBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- d. ACDBEs must be certified by the California Unified Certification Program (CUCP). Listings of ACDBEs certified by the CUCP are available from the following sources:
 1. The CUCP website, accessed at [California ACDBE Certifying Agencies](#).
 2. The CUCP ACDBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; Telephone (916) 445-3520.

vii. ACDBE Crediting Provisions

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- a. Count the total dollar value of gross receipts an ACDBE earns under a concession agreement and the total dollar value of a management contract or subcontract with an ACDBE toward the goal. However, if the ACDBE enters into a subconcession agreement or subcontract with a non-ACDBE, do not count any of the gross receipts earned by the non-ACDBE.
- b. When an ACDBE performs as a subconcessionaire or subcontractor for a non-ACDBE, count only the portion of the gross receipts earned by the ACDBE under its subagreement.
- c. When an ACDBE performs as a participant in a joint venture, count a portion of the gross receipts equal to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces toward ACDBE goals.
- d. Count the entire amount of fees or commissions charged by an ACDBE firm for a bona fide service, provided that, as the recipient, you determine this amount to be reasonable and not excessive as compared with fees customarily allowed for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial.
- e. Count 100 percent of the cost of goods obtained from an ACDBE manufacturer. For purposes of this part, the term manufacturer has the same meaning as in part 26, §26.55(e)(1)(ii).
- f. Count 100 percent of the cost of goods purchased or leased from an ACDBE regular dealer. For purposes of this part, the term “regular dealer” has the same meaning as in part 26, §26.55(e)(2)(ii).
- g. Count credit toward ACDBE goals for goods purchased from an ACDBE which is neither a manufacturer nor a regular dealer as follows:
 - (1) Count the entire amount of fees or commissions charged for assistance in the procurement of the goods, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the goods themselves.
 - (2) Count the entire amount of fees or transportation charges for the delivery of goods required for a concession, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of goods themselves.
- h. If a firm has not been certified as an ACDBE in accordance with the standards in this part, do not count the firm's participation toward ACDBE goals.

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- i. Do not count the work performed or gross receipts earned by a firm after its eligibility has been removed toward ACDBE goals. However, if an ACDBE firm certified on April 21, 2005 is decertified because one or more of its disadvantaged owners do not meet the personal net worth criterion or the firm exceeds business size standards of this part during the performance of a contract or other agreement, the firm's participation may continue to be counted toward ACDBE goals for the remainder of the term of the contract or other agreement (but not extensions or renewals of such contracts or agreements.)
- j. Do not count costs incurred in connection with the renovation, repair, or construction of a concession facility (sometimes referred to as the “build-out”).
- k. Do not count the ACDBE participation of car rental companies toward your ACDBE achievements toward this goal.

viii. Performance of ACDBE Subcontractors

ACDBE subcontractors listed by the Prime Concessionaire in its “ACDBE Race-Neutral Participation Listing” submitted at the time of proposal submission or added during performance of the contract will perform the work and supply the materials for which they are listed, unless the Concessionaire has received prior written authorization from County to perform the work with other forces or to obtain the materials from other sources.

The Concessionaire will provide written notification to County in a timely manner of any changes to its anticipated ACDBE participation. This notice should be provided prior to commencement of that portion of the work and the Prime Concessionaire shall demonstrate good faith efforts in continuing doing business with ACDBEs.

ix. Additional ACDBE Subcontractors

In the event Concessionaire identifies additional ACDBE subcontractors or suppliers not previously identified by Concessionaire for race-neutral ACDBE participation under the contract, Concessionaire will notify County by submitting the form “ACDBE Race-Neutral Participation Listing” to enable Concessionaire and County to capture all race-neutral ACDBE participation. Concessionaire will also submit, for each ACDBE identified after contract execution, a written confirmation from the ACDBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

x. ACDBE Certification Status

If a listed ACDBE subcontractor is decertified during the life of the project, the decertified subcontractor will notify the Concessionaire in writing with the date of decertification. The Concessionaire will furnish the written documentation to County in a timely manner.

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xi. Concessionaire's Assurance Clause Regarding Non-Discrimination

In compliance with State and Federal anti-discrimination laws, the Concessionaire will affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Concessionaire will affirm that they will consider, and utilize subcontractors and vendors, in a manner consistent with non-discrimination objectives.

Concessionaire (and each subcontract the Concessionaire signs with a subcontractor) must include the following assurance: The Concessionaire or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Concessionaire shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of Airport concession contracts. Failure by the Concessionaire to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the concessionaire from future bidding as non-responsible.

xii. Records Retention

Prime Concessionaire shall maintain all ACDBE program records, including a thorough and updated bidder's list.



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Exhibit E

ACDBE RACE-NEUTRAL PARTICIPATION LISTING

CONCESSIONAIRE: _____ **AGREEMENT #:** _____

INSTRUCTIONS TO CONCESSIONAIRE:

1. *The concessionaire must execute and submit this form entitled “ACDBE race-neutral participation listing” to county, even if no ACDBE participation will be reported. In the event of no ACDBE participation, concessionaire shall mark “none” under ACDBE firm name.*
2. *Refer to “ACDBE crediting provisions” listed in the ACDBE program requirements attachment concerning ACDBE race-neutral participation crediting.*
3. *The concessionaire shall use the same form when adding new ACDBE firms after contract award.*

ACDBE Firm Name*:	ACDBE Certification No. and Expiration Date:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided: _____ _____ _____												
Street Address:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="text-align: center;">Check Appropriate Box Describing Subcontractor/Supplier Activity:</td> </tr> <tr> <td style="width: 33%; text-align: center;">Subcontractor</td> <td style="width: 33%; text-align: center;">Supplier</td> <td style="width: 34%;"></td> </tr> <tr> <td style="text-align: center;">Regular Dealer</td> <td style="text-align: center;">Broker</td> <td></td> </tr> <tr> <td style="text-align: center;">Manufacturer</td> <td style="text-align: center;">Transportation</td> <td></td> </tr> </table>	Check Appropriate Box Describing Subcontractor/Supplier Activity:			Subcontractor	Supplier		Regular Dealer	Broker		Manufacturer	Transportation	
Check Appropriate Box Describing Subcontractor/Supplier Activity:														
Subcontractor	Supplier													
Regular Dealer	Broker													
Manufacturer	Transportation													
Contact Person:														
Telephone:	Fax:													
License No., Classification and Expiration:														
Subcontract Amount:														

Exhibit F

Key Performance Indicator (KPI) Reporting Template

This template provides the required format for quarterly performance reporting under the Charles M. Schulz – Sonoma County Airport Rental Car Concession Agreement. Each operator shall complete and submit this form within 30 days following the end of each calendar quarter. All metrics must be reported both numerically and narratively where applicable.

Section 1 – Concessionaire Information

Concessionaire Name:	
Brand(s) Operated:	
Reporting Period (Quarter/Year):	
Submitted By / Title:	
Submission Date:	

Section 2 – Customer Service Metrics

Metric	Target	Actual
Average Customer Wait Time (minutes)	≤ 10	
Customer Complaints (number per 1,000 rentals)	≤ 3	
Customer Satisfaction Score (1-5 scale)	≥ 4.0	
Complaints Resolved within 5 Business Days (%)	≥ 95%	

Section 3 – Operational and Compliance Metrics

Metric	Target	Actual
On-Airport Vehicle Availability (%)	≥ 95%	
Fleet Age (Average Years)	≤ 2.0	
Vehicle Turnaround Time (minutes)	≤ 45	
Timely Payment of Rent/Fees (%)	100%	
ConRAC Facility Compliance (yes/no)	Yes	

Section 4 – Sustainability and Carbon Neutrality Metrics

Metric	Target	Actual
Electric / Hybrid Vehicles in Fleet (%)	≥ 25% by 2026	
Annual Fleet Emissions (tons CO ₂ e)	Reduction from prior year	
Water Usage per Vehicle Washed (gallons)	≤ 15	
Waste Diverted from Landfill (%)	≥ 90%	

Section 5 – Narrative Summary and Corrective Actions

Provide a brief narrative summary describing overall performance for the quarter, areas of strength, customer or operational challenges, corrective actions implemented, and any innovations or sustainability improvements. Attach supporting documentation as needed.