

LEASE NO. DCRA 2018-06

LESSOR: DANE COUNTY, WISCONSIN

LESSEE: THE HERTZ CORPORATION

South Economy Parking Lot

**Dane County Regional Airport
Madison, Wisconsin**

LEASE NO. DCRA 2018-02

This Lease is made and entered into by and between Dane County, Wisconsin ("Lessor"), a Wisconsin quasi-municipal corporation, and The Hertz Corporation ("Lessee"), a business organized under the laws of the State of Delaware, and shall be effective as of the date it is fully executed by both parties.

WITNESSETH:

WHEREAS Lessor owns a parcel of land at the Dane County Regional Airport (the "Airport") that has been improved as a parking lot known as the South Economy Parking Lot; and

WHEREAS Lessee desires to use an area in the Airport's South Economy Parking Lot for the purpose of parking vehicles used in Lessee's rental car operations at the Airport; and

WHEREAS Lessor deems it advantageous to itself and its operation of the Airport to lease to Lessee the Premises described herein upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, Lessor and Lessee agree as follows.

1. Premises. Pursuant to the terms of this Lease, Lessor leases to Lessee space in the South Economy Parking Lot at the Airport, identified as "Lot B" on Exhibit 1 attached hereto (the "Premises"). The Premises contain 24 marked parking stalls, and are improved with pavement and lighting.
2. Term and Permitted Use. The term of this Lease shall commence on November 1, 2018 and expire at 11:59 p.m. on June 30, 2019. Lessee's right to use the Premises shall be exclusive and for the limited purpose of parking vehicles used in Lessee's rental car operations at the Airport.
3. Rent. Rent for the Premises leased hereunder, based on a valuation of \$75 per marked parking stall per month, shall be \$1,800 per month. Lessee shall pay rent to Lessor in advance on or before the first day of each month during the Lease term. Payment of rent shall be by check made payable to County of Dane, Wisconsin, and shall be paid at the Office of the Airport Director, 4000 International Lane, Madison, Wisconsin, 53704, such that it is received by the close of business on the date due. Overdue rent payments shall incur interest at the rate of one percent per month from the due date until paid in full. Acceptance by County of rent after expiration of the term of this Lease shall not result in a renewal or extension of this Lease or the creation of another lease.
4. Lighting, Gate Maintenance, and Utility Installation. Using the existing lighting fixtures in the area of the Premises, Lessor shall provide at its expense lighting for the Premises in the same manner as Lessor provides lighting for adjacent Airport parking areas. The

gate located on the access drive between the Premises and International Lane, identified as Gate C on the attached Exhibit 1, shall be maintained by Lessor. Lessee's use of Gate C shall be in common with the user of the area identified on Exhibit 1 as Lot A, and others that may from time to time be identified by Lessor as users of adjacent parking areas. Lessor shall retain the right to install and maintain in, on or across the Premises, sewer, water, gas, electric and telephone lines, navigation aids, or other installations and equipment, including cable, wire and fiber, necessary or beneficial to the operation of the Airport or to service tenants of County. Lessee's rent hereunder shall be reduced to the extent such installation or maintenance reduces the number of marked parking stalls available to Lessee.

5. Access and Snow Removal. Lessee shall limit entry onto the Premises to its employees, agents, contractors, suppliers or invitees, who shall enter and depart from the Premises only through the gate identified as Gate C on Exhibit 1. Ingress and egress to and from the Premises as authorized hereunder shall not interfere with other users of the Airport or the South Economy Parking Lot. Lessee shall be solely responsible for the removal of snow and ice from the Premises. Lessor shall be responsible for the removal of snow and ice from the access drive between the Premises and International Lane as needed for safe ingress and egress to and from the Premises.
6. Acceptance and Maintenance of Premises. Lessee accepts the Premises in the condition thereof as of the effective date of this Lease. During the term of the Lease, Lessee shall maintain the Premises in clean and orderly condition and in as good repair as on the effective date of this Lease, or as subsequently repaired by Lessor, ordinary wear and tear excepted. Lessee shall not alter or modify the Premises in any manner without the written approval of the Airport Director. Upon expiration or earlier termination of this Lease, Lessee shall return the Premises to Lessor in the condition existing as of the effective date of this Lease, or as thereafter improved, reasonable wear and tear excepted.
7. Untenantable Conditions. If the Premises are rendered untenantable due to force majeure, but capable of being returned to tenantable condition within 30 days, the untenantable areas shall be promptly returned to tenantable condition by Lessor at its cost and expense, and rent payable by Lessee hereunder shall be proportionately adjusted until such time as the Premises are returned to tenantable condition, provided, however, that if said untenantable condition is caused by the negligent or wrongful act or omission of Lessee, Lessee's employees, agents, contractors, customers, suppliers or invitees, the rent shall not abate and Lessee shall be liable for all damages resulting from such negligent or wrongful act or omission. In the event the Premises are rendered untenantable due to force majeure, and not capable of being returned to tenantable condition within 30 days, Lessee may terminate this Lease effective as of the date the Premises became untenantable provided, however, that if said untenantable condition is caused by the negligent or wrongful act or omission of Lessee, Lessee's employees,

agents, contractors, customers, suppliers or invitees, the rent shall not abate and Lessee shall be liable for all damages resulting from such negligent or wrongful act or omission.

8. Authority of Airport Director. The Airport Director or his or her designee is authorized to act on behalf of Lessor with respect to enforcement, modification, termination, authorizations, approvals and any similar matters affecting or arising from the terms of this Lease.
9. Lessor's Access to Premises. Lessor shall have the right to enter upon the Premises at any time during normal business hours for the purpose of making any inspection Lessor may deem expedient to the enforcement of the terms of this Lease and the regulations and standards of the Airport.
10. Military Provision. During time of war or national emergency as determined by Congress or the President, Lessor shall have the right to lease any part of the Airport to the United States or the State of Wisconsin for military or governmental use and, if any such lease is executed, the provisions of this Lease, insofar as they are inconsistent with the provisions of the lease to the federal or state government, shall be suspended and, in such event, Lessee shall have the right to terminate this Lease immediately upon delivery to Lessor of written notice of termination, but shall have no other recourse against Lessor.
11. Subordination. This Lease shall be subordinate to existing and future FAA regulation and the provisions of any existing or future agreement between Lessor and the United States or State of Wisconsin relative to the development, operation or maintenance of the Airport, the execution of which agreement has been, or may be, required as a condition to the expenditure or availability of federal or state funds or property for the development of the Airport. Should the effect of such regulation or agreement be to substantially destroy the value of rights granted under this lease, Lessee shall have the right to terminate this Lease immediately upon delivery to Lessor of written notice of termination, but shall have no other recourse against Lessor.
12. Airport Protection Clause. Lessor hereby reserves for the use and benefit of the public the right to pursue all operations of the Airport, including the right of aircraft to fly in the airspace above the Premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft on or in the vicinity of the Airport. Lessee shall not use or permit the use of the Premises in such a manner as to create interference with communication between the Airport and aircraft or to make it difficult to distinguish between the Airport's lights and others, to otherwise impair visibility in the vicinity of the Airport, or to in any other manner endanger the landing, taking-off or maneuvering of aircraft at or near the Airport.

13. Actions to Protect Airport. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to remove or prevent Lessee from using, placing, erecting, or permitting to be used, placed, planted or erected, any building, structure, device, equipment, object or other item on the Premises or Airport property which Lessor determines would limit the usefulness of the Airport, constitute a hazard to aviation or be in violation of FAA directive or regulation.
14. No Trash or Junk. Lessee shall not engage in or permit the storage of debris, junk, trash, or inoperable vehicles on the Premises.
15. Signs and Illumination. Lessee shall secure the written authorization of Lessor before placing lighting or signage on the Premises or means of access thereto.
16. Nondiscrimination and Accessibility. Lessee hereby covenants and agrees as follows:
 - (a) No person on the grounds of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest or conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any reserve component of the military forces of the United States shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination with respect to the furnishing of services on or from the Premises or with respect to the conduct of activities authorized or required under this Lease.
 - (b) Lessee shall conduct all activities authorized or required under this Lease in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, and 14 Code of Federal Regulations, Part 152, Subpart E, as said regulations may be amended.
 - (c) Lessee shall comply with all accessibility requirements of the Americans with Disabilities Act and all other applicable federal, state and local laws, rules, regulations and ordinances.
17. Lessee to Pay Fines or Forfeitures. Lessee shall pay any forfeitures or fines levied upon Lessor or the Airport through enforcement of any applicable federal, state or local regulation, rule or policy due to the acts or omissions of Lessee, Lessee's employees, agents, contractors, suppliers or invitees.

18. Indemnification and Insurance.

- (a) **General Indemnification.** Lessee is and shall be deemed to be an independent contractor exclusively responsible for its own acts or omissions. Lessee shall indemnify, hold harmless and defend the Lessor, Lessor's agents, representatives, appointees and employees from and against all claims for losses, costs, attorney fees, expenses, and damages arising out of, resulting from or relating to any loss of or damage to any property or business or any injury to or death of any person, where such loss, damage, injury, or death actually or allegedly arises, whether directly or indirectly, wholly or in part, from (i) any action or omission of Lessee, Lessee's employees, agents, contractors, suppliers or invitees while on Airport property; or (ii) the exercise of the rights granted herein by Lessee, Lessee's employees, agents, contractors, suppliers or invitees. Lessee's obligation of indemnification, as set forth herein, shall not apply to damages or liability resulting from the acts or omissions of Lessor. The obligations of Lessee under this paragraph shall survive the expiration or termination of this Lease.
- (b) **Environmental Indemnification.** Lessee, at its own expense, shall ensure that Lessee and Lessee's employees, agents, contractors, suppliers or invitees comply with all present and hereafter enacted or amended Environmental Laws affecting Lessee's activities on the Airport. As used in this Lease, "Environmental Laws" means all laws, rules, regulations, codes, regulatory agency guidance provisions, and airport directives and policies reasonably issued by the Airport Director, now in effect or hereafter enacted or issued that deal with the regulation or protection of the environment (including, but not limited to, air, water, soil and subsurface elements), or with the generation, handling, storage, disposal or use of chemicals or substances that may be detrimental to health, public welfare, or the environment. Lessee shall indemnify, defend and hold Lessor harmless from and against any and all liability, loss, damage, expense, penalties and costs (including legal fees and all costs incurred in connection with any investigation of site conditions or any cleanup and remedial, removal or restoration work) arising from or related to any proceeding, claim or action for injury, liability, breach of warranty or representation, or damage to persons or property, and any proceedings, claims or actions brought or asserted by any party or governmental authority of any kind, alleging or arising in connection with (i) contamination of, or adverse effects on the environment (whether known, alleged, potential, or threatened), or (ii) alleged violation, settlement, or judgment related to an Environmental Law addressing any activity or operation of Lessee, Lessee's employees, agents, contractors, suppliers or invitees conducted on Airport property or under authority of this Lease. Lessee's obligations and liabilities under this subsection shall continue so long as Lessor may bear any liability or responsibility under Environmental Laws for any

activities conducted by Lessee, Lessee's employees, agents, contractors, suppliers or invitees on Airport property or under authority of this Lease. Lessor's right to indemnification hereunder is not in limitation or exclusion of other rights and remedies provided by law. Lessee shall promptly notify Lessor of any action or condition that is not compliant with the provisions of this Section 21.

- (c) **Insurance Requirements.** Lessee shall, by the commencement date of this lease, obtain Commercial General Liability Insurance, including automobile, property damage, and environmental impairment (pollution) liability endorsements, with coverage of at least \$1,000,000, combined single limits. Notwithstanding the foregoing, Lessee may satisfy the coverage requirements set forth herein through separate policies, each providing coverage of at least \$1,000,000, combined single limits. The insurance required hereunder shall be primary and provide coverage for Lessee's obligations of indemnity as set forth above. All insurers providing the insurance required herein shall be authorized to do business in the State of Wisconsin and approved by Lessor. All policies shall name Lessor as an additional insured. Lessee shall, within 10 days of the effective date of this Lease and annually thereafter during the term hereof, provide Lessor with a certificate or certificates of insurance evidencing the insurance coverage required under this Lease. Each insurance policy obtained hereunder shall contain a provision that Lessee's insurer shall send to Lessor written notice of cancellation or any material change in said policy at least 10 days in advance of the effective date thereof. Further, if insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the commencement date of this Lease and the certificate of insurance provided therefore shall state that coverage is claims-made and indicate the retroactive date. Lessee shall maintain all insurance coverage required hereunder for the duration of this Lease and for one year following the termination or expiration hereof
- (d) **Subcontractor Insurance.** In the event of any subcontract involving the activities authorized under this Lease, Lessee shall furnish evidence that each subcontractor has in force and effect insurance policies providing coverage as is required of Lessee hereunder.
- (e) **Waiver of Insurance Requirements.** Lessor, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements contained in this Lease, such waiver to be in writing only. The extent of waiver shall be determined solely by Lessor's Risk Manager taking into account the nature of the work and other factors relevant to Lessor's liability exposure under this Lease.

19. Assignment and Subleasing. Lessee shall not at any time assign any of the rights granted under this Lease without prior written approval of Lessor.

20. Taxes and Fees. Lessee shall pay as they become due any and all taxes, fees, assessments or charges of any type, levied by an entity with authority to do so, upon the Premises or upon improvements, activities or property of any kind thereon.
21. Compliance with Laws. Lessee shall conduct all activities authorized or required under this Lease in compliance with orders and directives issued by the Federal Aviation Administration and the Airport Director, and all federal, state, and local laws, regulations, ordinances, and codes.
22. No Waiver. No acceptance by Lessor of rents, fees, charges or other payments, or waiver by Lessor of any default on the part of Lessee in performance under this Lease shall be or be construed to be a waiver by Lessor of any other or subsequent default by Lessee in performance under this Lease, or of any right on the part of Lessor to terminate this Lease. The right of termination provided herein shall be in addition to any rights and remedies that Lessor has at law or in equity consequent upon any breach of this Lease, and the exercise by Lessor of any right of termination shall be without prejudice to any other such rights and remedies.
23. Notices. Notices and communications involving this Lease shall be effective as of the date of delivery to a party at its address as set forth below.

LESSOR: Airport Director
Dane County Regional Airport
4000 International Lane
Madison, WI 53704

LESSEE: The Hertz Corporation
c/o Stephen A. Blum, Senior VP, Real Estate and Facilities
8501 Williams Road
Estero, Florida 33928

24. Misrepresentation and Invalid Provisions. All terms and conditions with respect to this Lease are expressly contained herein, and each party hereto agrees and specifically acknowledges by execution of this Lease that it has not relied on any verbal promise, representation or warranty made by the other party, or the party's representatives with respect to this Lease or any of the matters and rights addressed herein. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.
25. Time is of the Essence. With respect to performance of all terms and conditions of this Lease by each of the parties hereto, time is of the essence.
26. Termination of Lease. Either party may terminate this Lease upon 60 days advanced written notice to the other party.

27. Counterparts and Copies. The parties may evidence their agreement to be bound by the terms of this Lease upon one or more counterparts of the document, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Lease shall have the same effect for all purposes as an original.

IN WITNESS WHEREOF and with the intent to be bound hereby, Lessor and Lessee have executed this Lease on the dates indicated below.

FOR THE HERTZ CORPORATION:

By:  _____ Date: 10/29/13
Stephen A. Blum,
Senior Vice President
Real Estate and Facilities

FOR DANE COUNTY:

By: _____ Date: _____
Kimberly Jones, Director
Dane County Regional Airport



Lot A.....Vehicle Rental Services, LLC

Lot B.....Hertz Corporation

Gate C.....Non-exclusive access point

Exhibit 1