

# CONTRACT COVERSHEET

**NOTE: Shaded areas are for County Executive review.**

Res 570  
Significant

<b>DEPARTMENT</b> <b>AIRPORT</b>	<b>CONTRACT/ADDENDUM #:</b> <u>12319</u>																											
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="width: 40%; text-align: center;">Contract</td> <td style="width: 30%; text-align: center;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center;">If Addendum, please include original contract number</td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessee</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		Contract	Addendum	↓	If Addendum, please include original contract number	↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>April 1, 2015</u> To: <u>Dec. 31, 2019</u>																												
4. Amount of Contract or Addendum > of 10% of gross receipts or MAG																												
5. Purpose: The Dane County Regional Airport has negotiated new concession leases with five firms (including Vehicle Rental Services, LLC - Budget) for the provision of rental car services at the Airport under terms substantively similar to current agreements.																												
6. Vendor or Funding Source: <b>Vehicle Rental Services, LLC</b> (Budget)																												
7. MUNIS Vendor Code: <b>599</b> (remit 2)																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO    Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
10. Are funds included in the budget? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>AIRTERM 83336</u> Amount \$ <u>702,499</u> <u>AIRPRKLT 83360</u> Amount \$ <u>148,089</u> <u>AIRTERM 83329</u> Amount \$ <u>69,173</u> <u>AIRPRKLT 83363</u> Amount \$ <u>11,000</u>																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO    If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2014 RES-570 attached</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval																												

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>MJ</u> Received		<u>4-14-15</u>	
<u>AK</u> Controller			<u>4/1/15</u>
<u>AK</u> Corporation Counsel		<u>4/2/15</u>	<u>4/2/15</u>
<u>AK</u> Risk Management		<u>4/2/15</u>	<u>4/2/15</u>
<u>AK</u> ADA Coordinator			
<u>AK</u> Purchasing Agent		<u>4/2/15</u>	<u>4/2/15</u>
County Executive			

### VENDOR

<b>Vendor Name &amp; Address</b> Vehicle Rental Services, LLC c/o Budget/Midwestern Wheels, Inc. PO BOX 1935 Appleton, WI 54912-1935
<b>Contact Person</b> <b>William J. Wallschlaeger, President</b>
Phone No.
E-mail Address

**Footnotes:**

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>Kimberly S. Jones - Deputy Director Finance &amp; Administration</u> Dept.: <u>Airport - Administration</u>
Phone: <u>(608) 246-3391</u> Mail Address: <u>4000 International Lane</u>
E-mail: <u>jones.kimberly@msnairport.com</u> Madison, WI 53704

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 4-1-15

Signed: 

Telephone Number: (608) 246-3390

Print Name: Braden S. Livingston, Director

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

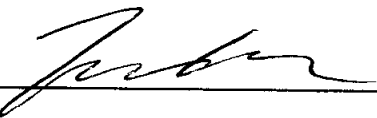
1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 4-1-15

Signature: 

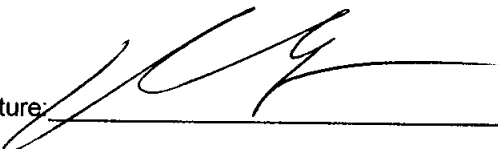
2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: 4/2/15

Signature: 

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: 4-2-15

Signature: 

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**ON-AIRPORT  
CAR RENTAL CONCESSION LEASE**

**April 1, 2015-December 31, 2019**

**Dane County Regional Airport**

**LEASE NO. 2015-05**

**LESSOR: Dane County**

**LESSEE: Vehicle Rental Services, LLC**

**CAR RENTAL CONCESSION LEASE 2015-2019  
Dane County Regional Airport**

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*WJW*

**CAR RENTAL CONCESSION LEASE  
ON-AIRPORT**

**2015-2019**

**Dane County Regional Airport**

THIS LEASE, made and entered into by and between Dane County (hereinafter, "County"), a quasi municipal corporation existing under the laws of the State of Wisconsin, and Vehicle Rental Services, LLC (hereinafter, "Company"), a Wisconsin company, shall be effective upon the date it is fully executed by the authorized representatives of both parties.

**WITNESSETH:**

WHEREAS County owns, operates, and maintains an airport located in the City of Madison, County of Dane, State of Wisconsin, known as the Dane County Regional Airport (hereinafter, the "Airport"), with the power to grant rights and privileges with respect thereto, and

WHEREAS County desires to provide for the establishment and operation of rental car concessions at the Airport as a service to the traveling public, and

WHEREAS Company is ready, willing and qualified to operate a rental car concession at the Airport;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, County and Company agree as follows:

**1. TERM OF LEASE**

The term of this Lease shall commence at 12:01 a.m. April 1, 2015 and expire at 11:59 p.m. on December 31, 2019.

**2. LEASED PREMISES**

County hereby leases and demises to Company for its exclusive use, and Company hereby accepts from County occupancy privileges as set forth herein for the following premises at the Airport (hereinafter the "Leased Premises"):

A. Counter and Office Space

Company shall have the right to use a total of 499 square feet of office space, service counter area, and associated space in the Airport terminal building (hereinafter, the "Terminal") at the location depicted on the attached Exhibit A. As shown on Exhibit A, an area measuring 6 feet by 16.5 feet directly in front of the service counter is included in the counter and office space leased by Company hereunder.

B. Parking Ramp Space

Upon commencement of this Lease and, thereafter, until additional space is made available pursuant to Section 5A(1) below, Company shall have the right to use 22 Ready and Return parking spaces located in the Airport parking ramp (hereinafter, the "Parking Ramp") as shown on Exhibit B attached hereto.

C. Surface Parking Lot Space

Upon commencement of this Lease and, thereafter, until reallocation pursuant to Section 5A(2) below, Company shall have the right to use 25 Ready and Return parking spaces located on the Airport Rental Car Surface Parking Lot (hereinafter, the "Surface Lot"), as shown on Exhibit C attached hereto.

D. Kiosk Space

Company shall be provided exclusive use of a kiosk of approximately 8 feet by 6 feet in size, located as shown on Exhibit C.

3. **PERMITTED USE OF AIRPORT AND LEASED PREMISES GENERALLY**

Subject to the terms and conditions set forth herein, Company is granted the following rights and privileges with respect to the use of the Leased Premises during the term of this Lease:

A. The non-exclusive right to operate and conduct a car rental concession business on the Airport premises for the convenience of the general public and users of the Airport. Company shall not engage in any activity at the Airport that is not expressly authorized hereunder. It is understood that the activity authorized under this Lease is a "traditional" car rental business of the type Company has operated at the Airport under previous leases. Absent written authorization by the Airport Director, Company shall not offer, operate, or participate in the operation at the Airport of services or programs of the types commonly referred to as car-sharing, ride-matching, transportation networking, or peer-to-peer transportation systems (hereinafter, "transportation networking"). The term "car" as used in this Lease shall include automobiles, passenger vans, cargo vans (no

*WAW*

larger than 12-passenger vans), pickup trucks and sport utility type vehicles. At no time shall Company have more than six cargo vans on the premises leased hereunder.

B. The exclusive right to operate and maintain an office and service counter in the Office and Counter Space described in Section 2A hereof for the servicing of its patrons and other functions solely related to its operation of a car rental concession at the Airport, including the right to offer for sale insurance, coverage products, ski racks, child seats, toll road passes, satellite navigation systems or other such technology based devices and personal property related to traditional car rental business activities.

C. The exclusive right to occupy the Ready and Return car parking spaces described in Sections 2B and 2C above. Company shall not engage in customer shuttle operations of any kind to, from, or on the Airport without the written approval of the Airport Director. The foregoing prohibition does not apply to shuttle operations to and from the on-Airport facilities of authorized Airport tenants.

D. The exclusive right to use the kiosk space described in Section 2D above to provide services to its patrons solely related to Company's activities as authorized under this Lease.

E. The non-exclusive right to use Airport roads and drives necessary for the conduct, operation, and maintenance of Company's car rental concession, subject to federal, state and local laws and regulations, including Airport policies and rules and directives of the Airport Director, as may now be in force and effect or as may hereafter be promulgated, amended, or otherwise modified.

F. The exclusive right to display signs, posters, brochures or pamphlets on the Leased Premises for the purposes of identifying the Company and the services it offers at the Airport, provided that the number, size, location, content, general type, design, and method of installation of all signs displayed hereunder shall be subject to the prior written approval of the Airport Director. Signage and displays of any kind shall be compatible with the design, finishes and aesthetic objectives of the Airport, as determined at the sole discretion of the Airport Director.

G. The non-exclusive right for Company's officers, employees, agents, servants, patrons, invitees and suppliers to enter and depart from the Leased Premises through the Airport in accordance with all applicable laws and regulations, including Airport regulations and security provisions as set forth in the official Airport Security Plan, as such plan may be amended from time to time.

*WAW*



4. **COUNTER AND OFFICE SPACE**

A. **Counter and Office Space Allocation**

While not in default under the terms hereof, Company shall retain the right and privilege to use counter, office and associated space located in the Terminal, as assigned by County and shown on Exhibit A, until this Lease expires or is otherwise terminated. Contingent upon the Airport Director's written approval and amendments to this Lease, Company may make arrangements with other companies with rental car concession privileges at the Airport for the exchange and reassignment of counter, office and associated space.

B. **Use and Alteration of Counter and Office Space**

The counter, office and associated space leased by Company shall be maintained at all times in a safe and attractive condition, in harmony with the design, finishes and aesthetic objectives of the Airport, as determined at the sole discretion of the Airport Director. Any alterations to said counter, office or associated space affecting its appearance, utility or structural integrity shall be subject to the prior written approval of County's Airport Director and shall be in compliance with all criteria and conditions set forth in Airport's Tenant Design Criteria Manual. Subject to approval by the Airport Director of color, design and location, stanchions with retractable belts may be placed in the area leased by Company in front of its service counter for the purposes of organizing customer queuing, provided all such stanchions shall be removed at any time Company's service counter is not open for business or when so directed by the Airport Director due to special circumstances.

5. **READY AND RETURN CAR PARKING SPACES**

A. **Ready and Return Space Allocation**

(1) On or about August 1, 2015, County will make available approximately 34 additional Ready and Return parking spaces in the Parking Ramp adjacent to the Ready and Return spaces assigned Company under Section 2B above. Said additional Ready and Return parking spaces shall be allocated among all on-Airport car rental companies by prorated assignment of all available Ready and Return parking spaces in the Parking Ramp based on 2014 on-Airport market share, provided that no on-Airport rental car company will be assigned fewer than 22 Parking Ramp Ready and Return parking spaces. As reallocated, all of Company's Parking Ramp Ready and Return parking spaces will be located in

*MBA*

the same general area. At the time additional parking spaces are made available under this section, County shall, at its expense, install brackets for needed additional signage, apply striping for the added parking spaces as needed, and provide Company with a drawing showing assigned parking spaces as reallocated under this subsection. Company shall coordinate with other on-Airport rental car companies to efficiently accomplish the space and signage changes necessitated by reallocation hereunder. Company shall bear all expenses related to reallocation of its Parking Ramp Ready and Return parking spaces, including all costs related to obtaining and installing new signage. County reserves the right to reallocate or eliminate Parking Ramp Ready and Return parking spaces as it determines is appropriate, provided Company is provided notice of any such reallocation or elimination of parking spaces at least 90 days prior to implementation of the reallocation or elimination. County shall have the right to require Company to periodically vacate assigned Parking Ramp Ready and Return parking spaces to allow for Parking Ramp maintenance. Company shall timely comply with any request by County to temporarily vacate Parking Ramp Ready and Return space, and rent for vacated stalls shall be suspended for any period that they are vacated pursuant to County's request.

(2) Based on Company's share of total Gross Receipts, as defined below, earned at the Airport during the 2014 calendar year by on-Airport rental car companies, effective as of 12:01 a.m. on July 1, 2015, the number and location of Surface Lot Ready and Return parking spaces assigned to Company and other on-Airport rental car concessionaires shall be reallocated as shown on Exhibit E, attached hereto. Thereafter, County shall reallocate Surface Lot Ready and Return Spaces only upon the request of an on-Airport rental car company, provided the company making the request has, since the previous reallocation of Surface Lot Ready and Return parking spaces, experienced a change in on-Airport market share exceeding three percent, and said request is provided to the Airport Director in writing by April 1 of any year during the term of this Lease. There shall be only one reallocation of Surface Lot Ready and Return parking spaces in any twelve month period during the term of this Lease, and all reallocations shall be effective commencing on July 1 of the year on which a valid reallocation request is received by the Airport Director. At least 45



days prior to the date on which a reallocation of parking spaces under this subsection is effective, County shall provide Company, and each other on-Airport rental car company, with a drawing showing the manner in which Surface Lot Ready and Return parking spaces will be reallocated. Company shall coordinate with other on-Airport rental car companies to efficiently accomplish the space and signage changes necessitated by parking space reallocation required or authorized under this subsection. Company shall bear all expenses related to reallocation of its parking spaces, including all costs related to obtaining and installing new signage. County shall have the right to require Company to periodically vacate assigned Surface Lot Ready and Return parking spaces for snow removal and parking lot maintenance. Company shall timely comply with any request by County to temporarily vacate Surface Lot Ready and Return space, and rent for vacated stalls shall be suspended for any period that they are vacated pursuant to County's request.

(3) Notwithstanding the foregoing provisions, contingent upon the Airport Director's written approval, Company may at any time make arrangements with other companies with on-Airport rental car concession privileges for the exchange and reassignment of Ready and Return parking spaces located on the Surface Lot. Company shall bear all expenses related to the exchange and reassignment of its Ready and Return Spaces located on the Surface Lot, including signage related expenses.

B. Use and Alteration of Ready and Return Spaces

Ready and Return spaces assigned to Company under this Lease shall be used exclusively for the parking of Company's vehicles which have been returned or are ready to be picked up by Company's customers.

6. KIOSK ASSIGNMENT

While not in default under the terms hereof, Company shall retain the right and privilege to use the kiosk assigned to Company, as shown on Exhibit C, until this Lease expires or is otherwise terminated. Kiosk assignment is not subject to reallocation under the terms of this Lease. Notwithstanding the foregoing provision, contingent upon the Airport Director's written approval, Company may make arrangements involving kiosk assignments with other companies with on-Airport rental car concession privileges at the Airport. Company shall bear all expenses related to any such arrangements, including signage related expenses.

7. **RIGHTS AND PRIVILEGES RESERVED BY COUNTY**

A. County may develop the Airport and engage in construction activities thereon as County sees fit, regardless of the desires or views of Company and without interference or hindrance by Company. County shall endeavor to schedule construction such that it shall be accomplished in a manner and at a time so as to cause minimum inconvenience to Company.

B. County may adjust the number, location, and operation of the Ready and Return spaces identified in this Lease, as deemed necessary by County to further the efficient use, development and operation of the Airport's facilities, including but not limited to accommodation of Airport construction activities. County shall provide Company 90 days advance notice, unless shorter notice is necessitated by circumstances beyond County's control, of substantial adjustments hereunder and shall make reasonable efforts to limit any adverse impacts such adjustments may have on Company's business and competitive position at the Airport.

C. County may, at any reasonable time, enter upon the Leased Premises to protect County's rights and interests and to confirm compliance with the terms of this Lease.

D. Any right or privilege with respect to the use of the Leased Premises or activities at the Airport that is not herein expressly and unequivocally granted to Company is reserved to County.

8. **HEATING, AIR CONDITIONING, DATA AND UTILITIES**

A. County shall, on a 24 hour a day basis and at no cost to Company, furnish ordinary heat and air conditioning for the Leased Premises located in the Terminal such that the temperature is maintained within a reasonable range applicable to public buildings in the north central region of the United States. The kiosk leased hereunder shall be equipped with a heater and an air conditioner such that the kiosk temperature may be maintained year-around within a reasonable range applicable to public buildings in the north central region of the United States. Company shall be responsible for paying for electricity used for heating and air conditioning of the kiosk. Improvements and equipment to serve any heating and air conditioning needs of Company not provided for hereunder may be installed in the Leased Premises at Company's expense and only upon written approval by the Airport Director based upon professionally prepared plans and specifications provided by Company. Any installation approved hereunder must be performed in compliance with all applicable Airport standards.

B. County shall, at its cost, furnish access to electric current at the power outlet locations in the kiosk and at the service counter and office space leased hereunder. Company's use of electricity shall be monitored by separate meters provided by County. Company shall arrange to be directly invoiced for its use of electricity and shall make timely payment therefor. Improvements or equipment in addition to that provided by County under this subsection may be installed at Company's expense and only upon written approval by the Airport Director based upon professionally prepared plans and specifications provided by Company. Any installation approved hereunder must be performed in compliance with all applicable Airport standards.

C. County shall, at its cost, furnish Company with one standard PBX telephone and will make available an associated extension number at an outlet at the service counter or in the office space leased hereunder. Company shall maintain for emergency communication purposes at least one County PBX phone in service at all times either at Company's service counter or in its office space location. Company may purchase from County additional PBX telephones and associated extension numbers. For the purposes of wired data and telephone service at the service counter and office space leased hereunder, County shall, at County's expense, make available to Company a total of 16 multi-use data grade UTP lines connecting the service counter and office location and Airport Comm Room 4. Company shall be responsible for the cost of installing and maintaining any cable, fiber, components, equipment, software, and other items or services necessary for Company to access and utilize the lines provided by County under this subsection. Company shall arrange to be directly invoiced for costs associated with its use of telephone and data service at the service counter and office space leased hereunder and shall make timely payment therefor. Improvements, including lines, fiber, components, equipment, software, and other items or services in addition to those provided by County under this subsection may be installed at Company's expense and only upon written approval by the Airport Director based upon professionally prepared plans and specifications provided by Company. Any installation or work approved or performed as authorized herein must be performed in compliance with all applicable Airport standards.

D. County shall, at its cost, furnish Company one standard PBX telephone and will make available an associated extension number at an outlet in the kiosk leased by Company under this lease. For the purposes of wired data service at said kiosk, County shall make available to Company two two-pair voice grade lines from the kiosk to

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demarc and one pair (two strands) multi-mode fiber from the kiosk to the Kiosk Comm Panel located adjacent to the southernmost kiosk. The fiber provided shall be patchable, utilizing patch cables provided by Company, to Comm Room 4. Company shall be responsible for the cost of installing and maintaining any cable, fiber, components, equipment, software, and other items or services necessary for Company to access and utilize the lines and fiber provided by County under this subsection. Company shall arrange to be directly invoiced for costs associated with its use of telephone and data service at the kiosk leased hereunder and shall make timely payment therefor. Improvements, including lines, fiber, components, equipment, software, and other items or services, in addition to those provided by County under this subsection may be installed at Company's expense and only upon written approval by the Airport Director based upon professionally prepared plans and specifications provided by Company. Any installation or work approved or performed as authorized herein must be performed in compliance with all applicable Airport standards.

**9. OBLIGATIONS OF COMPANY**

A. Alterations

Company shall not make any alterations to the Leased Premises without the prior written approval of the Airport Director. If any such alterations are permitted, Company shall pay all costs in connection therewith, including the restoration of the Leased Premises to the condition which existed prior to the making of such alterations by Company, provided such restoration is demanded by County.

B. General Hours of Operation

With the exception of holidays, as defined below, Company shall be open for business at the service counter leased hereunder by 6:00 a.m. each day, seven days a week, and shall keep its facilities open for business until one-half hour after the arrival of the last scheduled flight for the day. Any change in the hours of operation of Company's facilities is permitted only with the prior written approval of the Airport Director.

C. Holiday Hours of Operation

For the purpose of the designation of hours of operation under this Lease the term "holiday" shall mean Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Easter, Memorial Day, Independence Day, and Labor Day. During the term of this Lease, Company shall be open for business on holidays as assigned on Exhibit D, attached hereto. When open for business on holidays, as required under this

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subsection, Company shall maintain vehicle availability at all price levels and shall staff its service counter from 6:00 a.m. until one-half hour after the arrival of the last scheduled flight for the day. County reserves the right to modify holiday hours and assignments if it determines that such modification is in the best interests of travelers using the Airport.

D. Conduct of Business

Company shall at all times conduct its business at the Airport on a fair, reasonable, and nondiscriminatory basis. Company shall furnish good, prompt, courteous, and efficient service adequate to meet all the demands for its services and facilities at the Airport. Company shall maintain its facilities and operate in a first-class manner, comparable in degree and quality with like services furnished at major airports.

E. Personnel

(1) At all times of operation hereunder Company shall maintain the presence on the Leased Premises of a responsible person in charge to supervise concession operations hereunder, with authority to represent and act for and on behalf of Company with respect to its activities at the Airport.

(2) Company shall furnish, at its cost, all personnel required for the efficient and proper operation of its car rental concession. Company's employees shall be clean, courteous, efficient, and neat in appearance, and such employees shall be trained to perform any and all of the customer services contemplated under this Lease. Company shall not employ any person on or about the Airport who shall use improper language or act in a loud, boisterous, or otherwise improper manner. Upon written notification by the Airport Director to Company of a breach of the provisions of this paragraph, Company shall have the responsibility to take appropriate action to prevent such a breach from recurring.

F. Solicitation

The solicitation of car rental business at the Airport shall be confined to approved signs and displays in locations authorized by the Airport Director and to responding to inquiries regarding Company's services and facilities, which activity shall be restricted to Company's Leased Premises. Company shall prohibit and restrain its employees and agents or other representatives from any form of verbal solicitation of the services offered by it on or about the Airport premises. The Airport Director's determination shall be final as to whether the conduct of Company's representatives in the solicitation of business constitutes a breach of the provisions herein. Insofar as the law permits,

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County shall take such steps as it may deem necessary to prevent the solicitation of car rental business at the Airport by any person, firm, or corporation that has not entered into a contract with County to do so.

G. Competitive Relationships

Company, its employees and agents, shall so conduct and carry on Company's car rental concession hereunder as to maintain a friendly and cooperative, though competitive, relationship with its competitors engaged in the car rental business at the Airport and shall not engage in open, notorious, and public disputes, disagreements, or conflicts tending to affect the quality of the car rental service of either Company or its competitors, or be incompatible with the best interests of the Airport. The Airport Director shall have the right to resolve all such disputes, disagreements, or conflicts, and the Airport Director's decision and directive as to the manner in which Company shall thereafter operate shall be final and binding upon Company. County reserves the right to promulgate and adopt policies and regulations governing off Airport car rental operations and transportation networking.

H. Vehicle Requirements

Company shall at all times maintain at the Airport an adequate number of passenger cars for hire and readied to meet the public demand therefor. Such vehicles shall at all times be maintained by Company, at its 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. Company agrees that it will at no time use cars whose model year is more than two years older than the current year, provided however that this requirement may be waived by County when the latest model cars are not available to Company for reasons beyond Company's control. Company shall make available federally approved infant and children's car safety seats, including appropriate installation hardware.

I. Compliance with Laws, Regulations, Ordinances, Rules

Company shall comply at all times with the codes, laws, orders and regulations of the United States of America and the State of Wisconsin and agencies thereof, all applicable codes, regulations, and ordinances of Dane County and the City of Madison, the rules and regulations governing the operation of the Airport, and the directives of the

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Airport Director. Any fines or forfeitures levied upon County in the enforcement of any code, law, order, ordinance or regulation because of acts of Company or its officers, agents, employees, contractors or patrons shall be paid by Company immediately upon notification by County of such levy.

J. Licenses, Permits, Franchises, Taxes

Company shall bear all costs of operating its car rental concession hereunder and shall procure and pay for all licenses, permits, franchises, and other authorizations required by any authority as a condition of Company conducting activities under this Lease. Company shall timely pay all taxes, fees or assessments upon property, of any type, that it keeps, uses, places, or installs at the Airport.

K. Maintenance, Snow Removal and Trash Disposal

(1) County shall be responsible only for major maintenance and repairs to the Terminal, Parking Ramp and Surface Lot. Company has examined the Leased Premises prior to and as a condition precedent to the execution of this Lease and is satisfied with the physical condition of the Leased Premises. Company's taking possession of the Leased Premises is conclusive evidence of Company's receipt of the Leased Premises in good order and repair. Company shall faithfully and fully maintain the Leased Premises in good condition and state of repair, to the reasonable satisfaction of the Airport Director, during the entire term of this Lease. If the Leased Premises shall not be so kept by Company, County may enter the Leased Premises, without terminating this Lease or being liable for interference with Company's possession of the Leased Premises, and do all things necessary to restore the Leased Premises to the condition required by this Lease. Company shall be liable for the cost of restoration performed by County under this subsection, including a 10% administrative fee, and Company shall pay to County the amount owed within 15 days of receipt of an invoice therefor.

(2) Company shall remove ice and snow from the area of its assigned spaces on the Surface lot, including driving rows adjacent thereto, and shall keep all drains in said area free from accumulated ice and snow. Ice and snow shall be removed to the median between International Lane and the western boundary of the Surface Lot so as not to obstruct access to the Surface Lot exit. As necessary, County shall remove the ice and snow that has been placed on the aforesaid median. County shall clear ice and snow from the sidewalk between the kiosks and the eastern boundary of the surface lot. Company shall be

responsible for clearing ice and snow from the other areas adjacent to the kiosk it leases hereunder.

(3) County shall provide a trash compactor and recycle bins in the loading dock area of the Terminal and shall provide and assign to Company a trash receptacle that Company shall place in the vicinity of Company's assigned kiosk in a location that is readily visible and accessible to users of the Ready and Return Surface Lot. Company shall provide for the proper, safe, and sanitary handling, and disposal in said trash compactor or recycle bins, of all trash, garbage, and other refuse caused by or related to the operation of its business, including trash, garbage, or refuse accumulated in or around the kiosk or trash receptacle assigned to Company. Company shall comply with all applicable laws and regulations governing recycling. County shall have the right to provide and assign to Company a receptacle for the collection of recyclable items, which Company shall place next to the trash receptacle assigned under this section. The use of the recycling receptacle so assigned shall be subject to the provisions herein addressing emptying and maintaining the trash receptacle assigned to Company. Piling or allowing the accumulation of boxes, cartons, drums, cans, trash or garbage so as to be unsightly or unsafe on or about the Leased Premises or the trash receptacle assigned to Company is prohibited. Company shall not allow the trash receptacle assigned to it to overflow or become so full that it is or appears to be unusable.

L. Other Car Rental Facilities

If Company operates a car rental facility within three miles of the Terminal, Company shall include in car rental contracts issued from such facility specific language to determine whether a customer who is not a Dane County resident was an arriving passenger at the Airport within the previous twenty-four hours. If a customer is not a Dane County resident and was an arriving passenger at the Airport within said period, the total car rental contract amount shall be included in Company's Gross Receipts to be reported hereunder, as if the car rental contract had been written at the Airport.

M. Activities Prohibited

Company shall not:

(1) Commit any nuisance on the Leased Premises or the Airport or knowingly do or permit to be done anything which may result in the creation or commission of a nuisance on the Leased Premises or at the Airport.

- (2) Cause or produce or permit to be caused or produced on the Leased Premises or on the Airport, or to emanate therefrom, any unusual, noxious, or objectionable smokes, gases, vapors, fumes, or odors.
- (3) Use the Leased Premises or any part thereof for lodgings or sleeping purposes.
- (4) Do or permit to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air-conditioning systems or portions thereof on the Leased Premises or elsewhere on the Airport, nor do or permit to be done anything which may interfere with free access and passage on the Leased Premises or the public areas at the Airport or adjacent thereto, or hinder police, firefighting, or other emergency personnel in the discharge of their duties.
- (5) Do or permit to be done anything which may interfere with the effectiveness or accessibility of fire exits, elevators, or escalators on or adjacent to the Leased Premises, including lines, pipes, wires, conduits, and equipment connected with or appurtenant thereto.
- (6) Overload any floor on the Leased Premises.
- (7) Do or permit to be done any act or thing on the Leased Premises which may invalidate any insurance policies required under this Lease, or carried by County or Airport, covering the Leased Premises or the Airport Premises, or that in the opinion of the Airport Director may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Lease. Company shall promptly observe, comply with, and execute the provisions of any and all present and future rules and regulations, requirements, orders, and directions of the appropriate fire department which may pertain or apply to Company's operations at the Airport. Company shall make any and all nonstructural improvements or repairs to the Leased Premises required by any such present or future fire department rule, regulation, requirement, order, or direction; and if by reason of any failure on the part of Company after due notice in writing to comply with the terms of this provision any insurance rate on the Airport, or any part thereof, shall at any time be higher than it would be otherwise, then Company shall pay County, on demand, that part of all insurance premiums paid by County which have been charged because of such violation or failure of Company.

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(8) Cause any car rental business to be diverted from the Airport, but shall take all reasonable measures, in every proper manner, to maintain, develop, and increase the business conducted by it under this Lease.

(9) Use, operate, or permit to be installed on its behalf coin-operated vending machines of any type or for any purpose on the Airport premises.

(10) Sell or offer to sell vehicles at the Airport.

(11) Display signs, posters, brochures or pamphlets on the Leased Premises or Airport property without first having received the prior written approval of the Airport Director.

(12) Place any equipment or device in or on the common areas of the Leased Premises or Airport property without first having received the prior written approval of the Airport Director.

N. Parking Tickets At Airport

In the event a parking citation for improper parking on premises of the Airport is issued to a person who, pursuant to a contract between Company and said person, was permitted to drive the car identified on the citation at the time the citation was issued, and the forfeiture, towing charges, and any other costs or fees due under the provisions of the citation are not paid within 60 days of the date the citation was issued, Company shall thereafter pay to County all amounts due under the provisions of the citation within 30 days of receipt of written notice from the Airport Director or his or her designee that said amount due has not been paid at the time the notice is issued. Company shall upon the request of County provide to County, within 24 hours of such request, the names of all persons permitted by contract with Company to drive the car identified in the request at the time specified in the request. Amounts paid under this section to County by Company will be refunded if, after Company makes a payment, the person to whom the subject citation was issued pays the amount due under the citation.

10. RENT, FEES, CHARGES, ACCOUNTING REPORTS AND RECORDS

A. Rent Rates and Payment

(1) Rent for the 499 square feet of office space, counter space and associated space, as shown on attached Exhibit A, shall be at the initial rate of \$38.06 per square foot per annum, due and payable in advance in equal monthly installments of \$1582.66, on or before the first day of each month. The rental rate for office space, counter space and associated space is subject to annual

adjustment in accordance with Chapter 67 of the Dane County Code of Ordinances and shall be the same as the Terminal space base rental for nonsignatory commercial airlines as established therein. Such annual adjustment shall be effective as of January 1 of each year of the term of this Lease, commencing on January 1, 2016. Rent paid for office space, counter space and associated space shall not be deemed a part of the Minimum Annual Guarantee, as that term is used herein.

(2) Rent for the 22 Ready and Return car parking spaces in the Parking Ramp, as shown on Exhibit B, shall be at the initial rate of \$80.00 per space per calendar month, due and payable in advance on or before the first day of each month under the term of this lease, commencing on April 1, 2015. The rental rate for parking ramp space leased hereunder is subject to an annual increase of 2%. Said annual increase shall be effective as of January 1 of each year of the term of this Lease, commencing on January 1, 2016. Rent for the Ready and Return car parking spaces in the Parking Ramp shall not be deemed a part of the Minimum Annual Guarantee, as that term is used herein.

(3) Rent for the 25 Ready and Return car parking spaces on the Surface Lot, as shown on Exhibit C, shall be at the initial rate of \$60.00 per space per calendar month, due and payable in advance on or before the first day of each month under the term of this lease, commencing on April 1, 2015. The rental rate for Ready and Return car parking spaces on the Surface Lot is subject to an annual increase of 2%. Said annual increase shall be effective as of January 1 of each year of the term of this Lease, commencing on January 1, 2016. Rent for the Ready and Return car parking spaces on the Surface Lot shall not be deemed a part of the Minimum Annual Guarantee, as that term is used herein.

(4) Rent for the kiosk, as shown on Exhibit C, shall be at the initial rate of \$250.00 per calendar month, due and payable in advance on or before the first day of each month under the term of this lease, commencing on April 1, 2015. The rental rate for the kiosk is subject to an annual increase of 2%. Said annual increase shall be effective as of January 1 of each year of the term of this Lease, commencing on January 1, 2016. Rent for the kiosk shall not be deemed a part of the Minimum Annual Guarantee, as that term is used herein.

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B. Minimal Annual Guarantee and Percentage Fee

(1) As specified below, in addition to the rents referred to in Section 10A above, Company shall pay to County a Minimum Annual Guarantee or a Percentage Fee, whichever amount is greater.

(a) Minimum Annual Guarantee Defined:

For the time periods specified below, the "Minimum Annual Guarantee" shall be as follows:

<b>Time Period</b>	<b>Minimum Annual Guarantee</b>
January 1, 2015 through March 31, 2015	Eighty percent of the actual fees and charges paid by Company for the period from January 1, 2013 through December 31, 2013 under Section 10B of the then effective concession lease between Company and the County
April 1, 2015 through December 31, 2015	Eighty percent of the actual fees and charges paid by Company for the period from January 1, 2014 through December 31, 2014 under Section 10B of the then effective concession lease between Company and the County
As of January 1, 2016, and as subsequently adjusted on January 1 of each year thereafter	Eighty percent of the actual fees and charges paid to the County under this Section 10B for the calendar year prior to the effective date of the adjustment.

(b) Percentage Fee Defined:

As used herein, the term "Percentage Fee" shall be a monetary amount that is equal to 10% of the Gross Receipts, as defined below, charged by company during the applicable time period.

C. Monthly Accounting Statement

On or before the 15th day of each month during the term of this Lease, and on or before the 20th day of the month after the Lease expires or is otherwise terminated, Company shall submit to County an accounting statement, certified as accurate and correct by Company, clearly setting forth the following:

- (a) The monetary amount that is one twelfth of the Minimum Annual Guarantee effective during the preceding calendar month;
- (b) The monetary amount that is the Minimum Annual Guarantee for the calendar year to date;
- (c) The amount of Gross Receipts, as defined below, charged by Company during the preceding calendar month;
- (d) The amount of Gross Receipts, as defined below, charged by Company for the calendar year to date;
- (e) The amount of the Percentage Fee for the preceding calendar month;
- (f) The amount of the Percentage Fee for the calendar year to date; and
- (g) The total amount of fees and charges, excluding rent paid pursuant to Section 10A above, previously paid by Company for the calendar year within which the preceding calendar month falls.

As used in this Section 10, the phrase "calendar year to date" refers to the time period from the beginning of the calendar year that includes the calendar month preceding the date on which the accounting report is due, through the end of said preceding month.

D. Monthly Payment

Concurrently with the submittal of the monthly accounting statement required under Section 10C, Company shall pay to County the greater of (i) the Percentage Fee for the calendar year to date [item (f) above], or (ii) the Minimum Annual Guarantee for the calendar year to date [item (b) above], less the total amount of fees and charges, excluding rent paid pursuant to Section 10A above, previously paid by Company for the calendar year within which the preceding calendar month falls [item g above]. Company shall make all payments to County required under this Lease by check payable to the Dane County Treasurer and remitted to the Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704.

E. Designation of Charges on Customer Contracts

Company acknowledges that Percentage Fee payments by Company to County

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under this Agreement are for Company's privilege to use the Airport facilities and access the Airport market and are not fees imposed by County upon Company's customers. County does not require, but will not prohibit, a separate statement of and charge for the Percentage Fee on customer invoices or rental agreements ("Recovery Fee"), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled "Concession Recovery Fee," "Concession Recoupment Fee" or such other name first approved by the Airport Director in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other Company charges (i.e. "above the line"); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than 11.11% of Gross Receipts and shall be specifically included in the Definition of Gross Receipts for purposes of remittance to County; (d) Company shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that County is requiring the pass through of such fee; (e) Company shall comply with all applicable laws, including Federal Trade Commission requirements, the Wisconsin Consumer Act and any commitment to or contractual obligation by Company with any governmental agency or officer with authority over Company's activities.

F. Definition of Gross Receipts

(1) General Definition

The term "Gross Receipts" as used herein shall be construed to mean the total amount charged by Company, whether payable by cash, credit or otherwise, including any separately stated fees and charges, related to or originating from Company's operation of its car rental concession at the Airport as authorized by this Lease, including any such operations involving fixed base operators, private and corporate hangars and charter operator facilities. Gross Receipts shall also include the total amount charged by Company, whether payable by cash, credit or otherwise, including any separately stated fees and charges, related to off-Airport car rental contracts within the scope of the last sentence of Section 9L herein. Gross Receipts under this Lease are not affected by the manner in which a rental contract under which a charge is made by Company is entered into, or whether the car rented under such a rental contract is owned, leased or otherwise held by Company, or whether the charges under a rental contract are available for use as a set off for the purchase of goods or services from Company. Any charge falling within the scope of Gross Receipts, as that term is used herein, shall be included in Gross Receipts for the month the service is





rendered or in the month the rental agreement underlying the charge is closed by company, provided that all such rental agreements shall be deemed closed 120 days from the expiration or earlier termination of this Lease. All revenue associated with Company's activities under this Lease is included in Gross Receipts unless specifically excluded by this Lease.

(2) Examples of Gross Receipts

The term Gross Receipts as used herein includes, but is not limited to:

(a) Time and Mileage Time and mileage charges paid or payable to Company; whether by cash, credit or otherwise.

(b) Insurance All monies paid or payable from the sale of personal accident insurance, or any insurance or coverage product of a similar nature, as part of an a vehicle rental agreement entered into by Company.

(c) Waiver Fees received by Company to waive deductibility in insurance or for loss damage waivers.

(d) Fuel All monies collected from or charges to customers as reimbursement for refueling a car returned pursuant to a rental agreement under which the customer is obligated to return the car with a full tank of gas or all monies collected from or charged to customers in advance for gas, pursuant to a rental agreement.

(e) Intercity Fees All Intercity Fees received by Company.

(f) Vehicle Exchange Monies paid to Company for car rental contracts entered into at the Airport although the car initially rented is exchanged elsewhere and a new contract is submitted therefor.

(g) Other Money Collected All other monies collected from customers including, but not limited to, monies from additional or underage drivers, rental of portable telephones, ski racks, child seats, toll passes, satellite navigation systems or other such technology based devices and personal property, except as specifically excluded by this Lease.

(h) Concession Recovery Fee Any amount that Company charges to customers to recover rents, fees or charges paid to County under this Lease.

(3) Exclusions

Unless revenues from Company's car rental concession are expressly

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and specifically excluded from Gross Receipts under this Lease, such revenues shall be included in Gross Receipts. Revenues that may be derived from sources similar but not identical to those described herein shall be included in Gross Receipts unless expressly excluded by this Lease. Specifically excluded from Gross Receipts hereunder are the following:

(a) Recovery of Damages Payments made by insurance companies or Company's customers as reimbursement or payment for the cost of repairs to or replacement of cars damaged by Company's customers, or as reimbursement or payment for loss or damage to other items rented by Company's customers as authorized under this Lease. The foregoing exclusions shall not include any amount paid to Company by a customer or insurance company as damages for loss of use of a damaged car, or a markup, fee, penalty or charge related to and in addition to the actual cost of repairs, or replacement.

(b) Taxes Money collected from Company's customers for federal, state, county or municipal sales taxes specifically identified as such. No deduction from Gross Receipts shall be allowed for such items as franchise taxes, payroll taxes, or taxes levied on Company's activities, facilities, equipment, operations, real or personal property.

(c) Traffic and Parking Fines and Fees Money paid to Company by a rental car customer as reimbursement or remittance for payment to a governmental authority for traffic or parking fines, forfeitures or fees related to the customer's use of a vehicle rented from Company. The foregoing exclusion shall not include any amount paid to Company by a customer as a markup, fee, penalty or additional charge related to a traffic or parking fine, forfeiture or fee.

(d) Reimbursement for Certain Out-Of-Pocket Expenses Money paid to Company by a rental car customer as reimbursement or for remittance, without markup, additional fee or charge by Company, for payment to a business unrelated to Company as consideration for (i) towing; (ii) impound storage; (iii) replacement of lost keys; or (iv) similar services related to the customer's use of a vehicle rented from Company.

(4) Prohibited Reductions

Company may not reduce Gross Receipts by any of the following:

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(a) Volume Discounts and Marketing Plans No reduction in or exclusion from Gross Receipts shall be allowed based upon retroactive rebates, dividends, or refunds to any customer upon attainment of a specified volume of rentals or as part of any other marketing plan that does not list the discount on the rental agreement at the commencement of the rental transaction. All discounts, whether on not excludable or allowed as reductions in Gross Receipts, shall be recorded and reported in separate and distinct general ledger accounts. Company shall forfeit exclusions or reductions based on all discounts in the event that otherwise allowable discounts are co-mingled within the accounting system with any discounts that are not excludable or valid bases for reduction of Gross Receipts hereunder.

(b) Credits for Out-of-Pocket Purchases Credits given to Company's customers for such things as out-of-pocket purchases of gas, oil or emergency services, regardless of where made may not be deducted from Gross Receipts.

(c) No Diversion of Rental Car Revenue Diversion, through direct or indirect means, of rental car revenues from inclusion in Gross Receipts.

(d) Bad Debts Company shall have the right to conduct all or part of its business on a credit basis; provided, however, that the risk of such operation shall be borne by Company, and Company shall include as Gross Receipts any charge Company customarily makes for goods and services even though Company fails to actually collect such a charge (i.e., there shall be no chargebacks of bad debt).

G. Interest and Nonexclusivity

(1) Interest

Company shall pay to County interest on amounts not remitted in accordance with the terms of its Lease at the rate of 1.5% per month or fraction of a month. The obligation for payment of interest on an outstanding balance due shall commence upon the day following the due date established in this Lease. If as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to County, interest shall be calculated thereon in accordance with the above method. Company shall remit to County any additional amounts identified as due and owing as a result of the audit, including

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interest thereon within 30 days following receipt of the audit report by County. County's decision not to conduct an annual audit shall not constitute a waiver of any right or privilege arising under or as a result of this Lease.

(2) Nonexclusivity

The collection of interest by County on delinquent payments shall not be construed as County's exclusive remedy or a waiver of any other remedy available to enforce the terms of this Lease.

H. Statements, Books, and Records

(1) Company agrees to keep accurate records and books in compliance with Generally Accepted Accounting Principles. Reports shall be available which provide a methodology of identifying rental leases that are generated at the Airport, the number of rental leases closed at the Airport, the date and term of each rental lease, and the average size of Company's car fleet at the Airport for each month during the term of this Lease. The reports shall show a full and complete breakdown of all items included in the calculation of total Gross Receipts reported. In the event Company's records are generated from electronically stored data, Company shall upon request provide County with such data in a format designated by County.

(2) Within 15 days after the close of each calendar month, Company shall submit to County, in a form and with detail satisfactory to the Airport Director, a statement of its Gross Receipts during the preceding month from its operations at the Airport upon which payments based on percentage of Gross Receipts are computed, said statement to be signed by a responsible officer or manager of Company. Company shall keep full and accurate books and records showing all of its Gross Receipts pertaining to operations at the Airport, and County shall have the right, through its representatives, and at all reasonable times, to inspect such books and records, including sales tax return records. Company hereby agrees that all such records and instruments will be made available to County for at least three years after the termination of this Lease, or in the event of a claim by County, until such claim of County has been fully ascertained, fixed, paid, and resolved. The records requirements of this section shall also extend to any of Company's subsidiaries, partners, joint venturers, sub-Companies or the like.

(3) Company shall employ an independent certified public accountant who shall furnish annually, beginning within 120 days after January 1, 2016, an audit

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report to County certifying that in the accountant's opinion the fees paid by Company to County during the preceding calendar year were made in accordance with the terms of this Lease and, where applicable, under the terms of the preceding lease between Company and County. The audit report for the last calendar year under the term of this Lease shall be due within 120 days after January 1, 2020. The audit reports provided hereunder shall comply with the "Statement of Auditing Standards No. 62" regarding special audit reports relating to "Specified Elements, Accounts, or Items of a Financial Statement." Such audit report shall also contain a list of the Gross Receipts as shown on the books and records of Company, which were used to compute the rents, fees and charges paid to County during the period covered by the audit report. The form of the audit report should be a "Report Relating to Amount of Sales for the Purpose of Computing Rental" as set forth in the "Statement of Auditing Standards No. 62."

(4) Within 30 days of receipt of the audit report required under the foregoing paragraph, Company or County shall make any necessary payment, one to the other, to comply with the terms of this Lease with respect to payments due.

(5) County reserves the right to prescribe or change reporting forms, their method and time of submission, and the payment schedule. County shall first submit to Company in writing any desired changes.

I. Audit

(1) County reserves the right, at County's expense, to audit Company's books and records of receipts at any time for the purpose of verifying Company's Gross Receipts hereunder. If, as a result of such audit, it is established that Company has understated the Gross Receipts, as defined herein, by 3% or more, the entire expense of said audit shall be borne by Company. Any additional fee based on percentage of Gross Receipts shall be paid by Company to County within 45 days from the date Company receives notice of such additional fee, with interest thereon at 18% per annum from the date such additional fee became due.

(2) Company shall have available, within 20 business days after written request, at its Airport office for review and audit by County staff or its designee, full and accurate records, accounts, books, and data with respect to business done by it hereunder which shall show all of the Gross Receipts of said business, as defined herein, in sufficient detail to readily permit verification, and to enable

accountability and control of all car rental contracts and equipment forms and records identifying Company-owned or operated cars and equipment rented at the Airport. Should travel to Company's out of state offices be required in order for County to conduct such a review or audit, all reasonable costs incurred by County including but not limited to airfare, meals, lodging and local transportation shall be paid by Company.

J. Additional Fees and Charges

(1) Company shall pay additional fees and charges under the following conditions:

(a) If County has paid any sum or sums or has incurred any obligation or expense which Company agreed to pay or to reimburse County;

(b) If County is required or elects to pay any sum or sums or incurs any obligations or expense because of the failure, neglect, or refusal of Company to perform or fulfill any of the conditions of this Lease; or

(c) If County incurs any obligation or expense on behalf of Company in order to insure Company's continuing operation of a car rental concession at the Airport.

(2) Company shall pay to County fees and charges related to its employees at the Airport including, but not limited to, those related to employee parking and employee identification badges.

(4) Fees and expenses related to security measures mandated by authorized governmental agencies and specifically related to parking areas occupied by Company shall be apportioned by County and charged to Company and all other rental car companies occupying space in any affected area. In lieu of paying the foregoing charge Company may elect to relocate the subject parking spaces to a location that is designated by County for such use and is not subject to the security mandate.

11. COMPLIANCE WITH ENVIRONMENTAL LAWS

A. Company shall at all times conduct its operations in full compliance with all federal, state, county, and local statutes, laws, regulations, rules, ordinances, codes, standards, orders, licenses, or permits relating to environmental matters (hereinafter, "Environmental Laws"). Company shall ensure that its employees, agents, contractors, subcontractors, and any other persons under Company's control are in full compliance



with all Environmental Laws and shall pay all expenses, fine, forfeitures and other assessments related with any non-compliance therewith. Company shall be responsible for obtaining in its name all necessary government permits or other approvals required by any Environmental Laws. By executing this Lease Company represents that it has investigated and is familiar with all Environmental Laws applicable to its operations under this Lease and expressly acknowledges that County may rely on such representation.

B. Company shall provide written notice to the Airport Director within 24 hours of becoming aware of any release, threatened release, discharge, disposal or emission of any hazardous material, including substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table, 49 CFR 172.101, or identified by the Environmental Protection Agency as hazardous substances under 40 CFR Part 302 and amendments thereto, in, on, under or around the Leased Premises caused by Company which is not in full and complete compliance with all Laws. Any fuel spills caused by Company must be reported to the Airport Director as soon as practicable but no later than within 24 hours after the spill. Company is required to clean up all spills caused by Company at its expense as soon as practicable.

**12. PENALTIES**

A. The penalties established hereunder are liquidated damages based solely on inconvenience to the public and adverse effects on Airport operations, and the parties hereto agreement that said damages are a fair measure of the otherwise difficult to ascertain damages associated with such injuries. Payment of liquidated damages shall not relieve Company of responsibility for physical damage, personal injury, or other harm caused by the acts or omissions of Company, its employees, agents, or contractors.

B. In the event the Airport Director, in his or her sole discretion, determines that Company has breached any of the provisions of Section 9 of this Lease, excepting Section 9C, the Director may issue to Company a written notice thereof and thereafter Company shall pay to County the following penalties.

\$50 first occurrence after written notice is issued  
\$125 second occurrence after written notice is issued  
\$250 third occurrence after written notice is issued  
\$500 per occurrence thereafter

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In the event Company fails to abide by the provisions of Section 9C herein, pertaining to operations on certain holidays, the following penalty schedule shall apply.

\$250 for each of the first three occurrences after written notice is issued  
\$750 per occurrence thereafter

The Airport Director shall provide written notice to Company of each determination that a default giving rise to a penalty has occurred, setting forth the location, time and nature of the default and the penalty therefore. Failure by Company to pay a penalty assessed hereunder within 30 days of receipt of such written notice shall constitute a material breach of this Lease. Acts or omissions giving rise to the penalties set forth herein shall be cumulative over the term of this Lease and are in addition to any other remedies County may have under this Lease or by law.

**13. NONDISCRIMINATION**

Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) 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 unlawfully excluded from participation in, denied the benefits of, or be otherwise subjected to unlawful discrimination in the use of the Leased Premises or with respect to services offered under this Lease; (2) that in the construction of any improvements in by Company on the Leased Premises and the furnishing of services thereon, 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 other reserve component of the military forces of the United States shall be unlawfully excluded from participation in, unlawfully denied the benefits of, or otherwise be subjected to unlawful discrimination; (3) that Company shall use the Leased Premises 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, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations

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may be amended. That in the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Lease and to re-enter and repossess the facilities thereon, and hold the same as if this Lease had never been made or issued.

**14. AFFIRMATIVE ACTION**

The Company 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. The Company assures that no person shall be excluded on these grounds or on the basis of any of the grounds listed in the foregoing section from participating in or receiving the services or benefits of any program or activity undertaken under this Lease. The Company assures that it will require that its covered suborganizations provide assurances to the Company that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

**15. DISADVANTAGED BUSINESS ENTERPRISE**

It is County's policy to ensure that Airport Concession Disadvantaged Business Enterprises (hereinafter, "ACDBEs") as defined in 49 CFR Part 23, and other small businesses have an opportunity to receive and participate in Department of Transportation assisted contracts and leases. Company shall at all times while performing activities authorized under this Lease be in compliance with laws and regulations addressing affirmative action and ACDBE participation in such activities. Company's ACDBE Report, submitted with its proposal for its previous rental car concession lease with County, remains a material consideration in County's decision to enter into this Lease and Company shall strive to maintain at a minimum the level of ACDBE participation in its activities hereunder as indicated in said ACDBE Report. In the event that new or additional laws or regulations with respect to affirmative action or ACDBE participation in airport rental car concessions are amended, implemented or adopted Company shall with due diligence initiate all necessary steps to achieve compliance with said laws or regulations. Company shall provide full responses to County's affirmative action or ACDBE related inquires and data collection requests within 30 days of receipt of such inquiries or requests.

16. **LIABILITY INSURANCE , INDEMNIFICATION, NONLIABILITY AND SUBROGATION**

A. Insurance

Company shall, by the effective date of this Lease and without expense to County, obtain and thereafter keep in effect liability insurance coverage of a type and with limits as set forth below. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility, approved by the appropriate governmental authority to do business in the State of Wisconsin. The insurance policies obtained hereunder shall contain an endorsement providing that County will be given not less than 30 days notice prior to the cancellation or material change of any provision or coverage under such policy affecting the interest of County. The comprehensive general liability policies shall include contractual liability coverage.

Company shall within 10 days of the effective date of this Lease and annually thereafter provide County with a certificate or certificates of insurance evidencing the required insurance coverage. County shall be listed as certificate holder to receive all notices. If County is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of the Lease, Company shall, within 30 days prior to the effective date of such cancellation or change, obtain and provide County with proof of the re-establishment of the required insurance coverage. If Company's insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the effective date of this Lease. Either the Company or County may invoke the tail option on behalf of the other party and any extended reporting period premium shall be paid by Company.

The minimum limits of coverage shall be as follows:

- comprehensive general liability insurance, including but not limited to bodily injury, personal injury, broad form contractual and broad form property damage (per occurrence) \$1,000,000
- automobile liability insurance, bodily injury (per occurrence) \$1,000,000
- property damage (per occurrence) \$1,000,000

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Insofar as said insurance provides protection against liability for damages to third parties for personal injury, death, and property damage, County shall be included as an additional insured. Such liability insurance coverage shall also extend to death or injury of County personnel and damage or destruction of property owned or leased by County caused by or resulting from the acts or omissions of Company, its officers, agents, employees, or contractors on the Airport premises. County shall have no liability for any premiums charged for the coverage required herein and the inclusion of County as a named insured is not intended to, and shall not, make County a partner or joint venturer with Company.

B. Indemnification

Company shall indemnify, defend, and hold harmless County, its officials, agents, employees, and representatives 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 is actually or allegedly caused by, or arises whether directly or indirectly, wholly or in part, from: (a) any action or omission of Company, Company's employees, agents, contractors, suppliers, invitees, sublessees or guests while on Airport property; or (b) the exercise of the rights granted herein by Company, Company's employees, agents, contractors, suppliers, invitees, sublessees or guests. Lessee's obligation of indemnification, as set forth herein, shall not apply to damages or liability caused by the acts or omissions of County.

C. Waiver of Subrogation

To the extent permitted by law, Company hereby releases County, its officials, agents, employees, and representatives from and against any and all liability or responsibility to Company or anyone claiming through or under Company by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, unless such fire or casualty shall have been caused by the negligence or willful misconduct of County, its officials, agents, employees, or representatives. The foregoing release shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of Company's occupancy or use of Airport premises. Company's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of Company to recover thereunder.

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**17. UNEMPLOYMENT AND WORKERS COMPENSATION INSURANCE**

Company shall furnish evidence satisfactory to the Airport Director that it carries unemployment insurance and workers compensation insurance meeting the requirements of the Statutes of the State of Wisconsin.

**18. PERFORMANCE BOND**

Simultaneously upon signing of this Lease, Company shall furnish to County a valid performance bond in the principal sum of twenty-five percent of Company's Minimum Annual Guarantee applicable to the period from January 1, 2014 to December 31, 2014. The bond shall be issued by a surety company licensed to do such business in the State of Wisconsin. The bond is subject to the approval of County's Airport Counsel, and shall be maintained and kept by Company in full force and effect during the term of this Lease and the three months after the expiration or termination thereof. Such performance bond shall insure the faithful and full performance by Company of all the covenants, terms and conditions of this Lease and shall stand as security for the payment by Company of all valid claims by County against Company. If at any time this Lease terminates or is terminated, and there is due and owing to County any sum payable under the terms hereof; or, if County has any claim against Company arising out of this Lease, then said performance bond shall be available to pay the amount due or in settlement of the claim or claims of County against Company. Any payment made to County under a performance bond shall be in addition to and not in lieu of all other rights, remedies or causes of action available to County under this Lease, at law or in equity. As an alternative to furnishing a performance bond hereunder, Company may provide under the foregoing terms and as approved by the Airport Counsel an irrevocable letter of credit drawn in favor of the County upon a Wisconsin licensed banking institution.

**19. DAMAGES FOR UNAUTHORIZED HOLDING OVER**

A. After the termination or expiration of this Lease, County shall have the right to collect from Company as liquidated damages for any nonconsensual holding over by Company triple the amount of the rent, fees and charges that would be due under the terms of this Lease for such holdover period. County shall have a lien on the property of Company as security for the payment of such liquidated damages and shall be entitled to collect the same by foreclosure or such other remedy provided by law or equity.

B. The provisions herein with respect to the performance bond and liability insurance coverage that Company is required to furnish shall continue in effect during



the term of this Lease and any holding over by Company, whether such holding over be with or without the approval of County.

**20. SURRENDER OF POSSESSION AND RESTORATION OF PREMISES**

Upon the termination or expiration of this Lease, Company shall forthwith remove from the Leased Premises all goods, chattels, furnishings, fixtures, and equipment owned by Company and restore the Leased Premises to the condition that existed on the date Company initially took occupancy thereof or, at County's option, the date immediately following completion of the last approved construction or alteration, with ordinary wear and tear and damage by fire or the elements excepted, provided, however, that Company shall have first paid all rent and fees due County and shall have settled all valid claims of County against Company. In the event of the failure by Company to remove from the Leased Premises all property required hereunder to be removed by it, and to restore the Leased Premises as herein provided within 24 hours after this Lease terminates or expires, County shall have the right to remove and store said property and restore the Leased Premises to the condition required herein, charging the cost and expense thereof to Company and Company shall pay County all costs, fees, or other charges incurred by County under such circumstances. Company shall be liable for the payment of rent and fees as set forth herein for any period of occupancy of the Leased Premises beyond the date of the termination of this Lease.

**21. LIENS AND ENCUMBRANCES**

Company shall not permit the Leased Premises to become subject to any mechanic's, laborer's, or materialman's lien on account of labor or material furnished to Company or claimed to have been furnished to Company in connection with work of any character performed or claimed to have been performed in connection with this Lease.

**22. EMINENT DOMAIN**

In the event that the United States of America or the State of Wisconsin shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part to the Airport, including any portion leased to Company, Company shall have no right of recovery whatsoever against County but shall make its claim for compensation solely against the United States of America or the State of Wisconsin, as the case may be.

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**23. UNTENANTABLE PREMISES**

A. If the Leased Premises are partially damaged by fire or other casualty, but not rendered untenable, as determined by County, Company shall not be relieved of its obligations hereunder and County shall repair same at its own cost and expense, provided, however, that if the damage is caused by the negligent act or omission of Company its agents, or employees, Company shall be responsible for reimbursing County for the cost and expenses incurred in such repair.

B. If the Leased Premises are damaged so as to render the Leased Premises untenable, as determined by County, but capable of being repaired in 60 days, the same shall be repaired by County at its own cost and expense, and rentals and privilege fees payable by Company for the damaged structure shall be proportionately adjusted until such time as the Leased Premises shall be fully restored; provided, however, that if said damage is caused by the negligent act or omission of Company, its agents or employees, the rental and privilege fees due will not abate and Company shall be responsible for reimbursing County for the costs and expense incurred in such repair.

C. In the event the premises are completely destroyed by fire or other casualty or so damaged that they will remain untenable, as determined by County, for more than 60 days, Company shall have two options:

(1) If the Leased Premises are repaired or reconstructed with due diligence by County at its own cost and expense, the rent due hereunder attributable to the damaged Leased Premises shall be proportionately adjusted until such time as the Premises shall be fully restored, and Company may continue this Lease; or

(2) If after 12 months from the time of such damage or destruction said Leased Premises shall not have been repaired or reconstructed for Company's use, or other reasonable facilities provided in lieu thereof, Company may give County written notice of its intention to then cancel this Lease in its entirety or to cancel as of the date of such damage or destruction. The term "Leased Premises" as used herein neither bears nor implies any reference to personal property of any type.

**24. LIABILITY OF COUNTY FOR PROPERTY DAMAGE**

Except as expressly provided herein, it is specifically understood and agreed that County shall have no liability to Company, its employees, agents, servants, or patrons, for damage to or

loss of property of Company from any cause whatsoever, unless such damage to or loss of property shall be caused by negligence on the part of County, its employees, agents, or servants.

**25. ASSIGNMENT AND SUB-LETTING**

Company shall not assign this Lease without the prior written consent of the Airport Director. No request for, or consent to, such assignment shall be considered unless Company shall have paid all rentals, fees, and charges which have accrued in favor of County and Company shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Lease or as this Lease may be subsequently amended or modified. Company shall not sub-lease any portion of the Leased Premises.

**26. TERMINATION BY COUNTY**

This Lease shall be subject to termination by County, without redress by Company against County, in the event of the happening of any one or more of the following:

A. If Company shall file a voluntary petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it; or if a court shall take jurisdiction of Company and its assets; or if a receiver for Company's assets is appointed; or if Company shall be divested of its rights, powers, and privileges under this Lease by other operation of law.

B. If Company shall abandon and discontinue its activities and operations under this Lease for a period of 30 days or more.

C. If Company shall default in or fail to make any payments at the times and in the amounts as required of it under this Lease.

D. If Company shall fail to perform, keep, and observe all of the covenants and conditions contained in this Lease to be performed, kept, and observed by it, including, but not limited to, the payment of fees and other charges in the time, manner, and amount as provided in this Lease or shall fail to comply with all applicable laws, ordinances, codes, rules, and other regulatory measures of the United States of America, the State of Wisconsin, County, and City of Madison, and the rules, directives and regulations governing the use, operation, and control of the Airport.

E. All rights, privileges, or interests acquired by Company under the terms of this Lease may, at the option of County, following written notice of 30 days, be suspended or finally terminated if such suspension or termination is found by County, acting in good

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faith, to be necessary to secure federal or state financial aid for the development and improvement of the Airport.

F. During time of war or national emergency, County shall have the right to lease the Airport or any part thereof to the United States Government or the Government of the State of Wisconsin for military use; and, if any such use unreasonably interferes with Company's activities hereunder, Company may terminate this Lease without penalty and without redress against County.

**27. TERMINATION BY COUNTY, CONTINUED**

A. Upon the happening of any of the events enumerated in subsections B, C, and D of Section 26 above, County may give written notice to Company to correct or cure such default, failure to perform, or breach; and if, within 30 days from the date of such notice, the default, failure to perform, or breach is not corrected in a manner satisfactory to County's Airport Director, then, County shall have the right, at once and effectuated by written notice to company by the Airport Director, to declare this Lease terminated and to enter upon and take full possession of the Leased Premises.

B. Upon the occurrence of any one of the events enumerated in Section 26A above, this Lease shall be deemed to be breached by Company and without entry or any other action by County, this Lease shall terminate, subject to reinstatement only if the action giving rise to termination shall be denied, set aside, vacated, or terminated in Company's favor within 30 days from the commencement thereof. In the event this Lease is so reinstated Company shall, within 10 days after the event giving rise to the reinstatement fully perform and discharge all obligations which may have accrued or become payable prior to reinstatement.

C. In the event that Company continues to default or fails to perform under the Lease from time to time to such extent that County's Airport Director believes that Company is an unsatisfactory rental car concessionaire, the Airport Director shall have the right to terminate this Lease. Written notice of such termination shall be given to Company by the Airport Director and this Lease shall terminate 10 days from the date of said notice.

D. In the event there is a finding by a qualified auditor indicating a lack of proper internal control structure or fraudulent practices on the part of Company which results in an audit adjustment of the amount due to County of 3% or more; or Company diverts, through direct or indirect means, car rental revenues that are properly included in Gross





Receipts as defined herein, this Lease shall be subject to termination by County upon 10 days advance written notice by the Airport Director, without redress by Company against County.

**28. WAIVER**

A. The acceptance of charges and fees by County for any period or periods after a default of any of the terms, covenants, and conditions herein shall not be deemed a waiver by County of its rights under this Lease.

B. No waiver by either party to this Lease of any of its rights under this Lease shall preclude the waiving party from thereafter enforcing and acting on such rights.

C. No waiver of default by either party to this Lease of any of the terms, covenants, or conditions herein shall be construed to be or act as a waiver of any subsequent default of any such terms, covenants, or conditions.

**29. TERMINATION BY COMPANY**

Company may cancel this Lease and terminate all or any of its obligations hereunder at any time that Company is not in default in its payments to County under the terms hereof, by giving to County written notice 30 days in advance of such termination, upon or after the happening of any one of the following events:

A. The permanent abandonment of Airport as an airport.

B. The issuance by any court of competent jurisdiction of an injunction substantially preventing or restraining the use of the Airport or of the Terminal Building and the remaining in force of such injunction for at least 60 days.

C. The breach by County of any of the terms, covenants, and conditions of this Lease and the failure of County to remedy such breach for a period of 60 days after the receipt of written notice from Company of the existence of such breach.

D. The assumption by the United States Government or the State of Wisconsin, or any authorized agency of either, of the operation, control, or use of the Airport and its facilities in such manner as to substantially restrict Company from operating a car rental concession, if such restriction be continued for a period of 3 months or more.

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**30. QUIET ENJOYMENT**

Upon Company's full compliance and performance under this Lease, including but not limited to timely payment of the rents and fees required hereunder, Company shall peaceably have and enjoy the Leased Premises and the use of the Airport to the extent herein authorized.

**31. INTERPRETATION OF LEASE**

Nothing in this Lease is intended or should be construed as in any way creating or establishing Company as the partner, agent, representative, or employee of County for any purpose or in any manner whatsoever. Company is to be and shall remain an independent contractor with respect to all services performed by it under this Lease and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes of any kind now or hereafter imposed under any local, state or federal laws or regulations which are measured by the wages, salaries, or other remunerations paid to persons employed by Company for work performed under this Lease. Company agrees to indemnify and save County harmless from any such contributions or taxes or liability therefor.

**32. INVALID PROVISIONS**

In the event any provision herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision herein, provided that the invalidity of such provision does not materially prejudice either County or Company in their respective rights and obligations under this Lease.

**33. NOTICES**

Notices to County provided for in this Lease shall be sufficient if sent by express mail courier, certified mail, registered mail or overnight delivery, postage prepaid, addressed to the Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704; and notices to Company shall be sufficient if sent by express mail courier, certified mail, registered mail or overnight delivery, postage prepaid to William J. Wallschlaeger, Manager; Midwestern Wheels, Inc.; P.O. Box 1935; Appleton, WI 54912-1935 or to such other contact or address as a party may designate to the other in writing from time to time.

**34. SECTION HEADINGS**

The section headings contained herein are for convenience in reference and are not intended to specifically define or limit the scope of any provision of this Lease.

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**35. FAMILIARITY AND COMPLIANCE WITH TERMS**

Company represents that it has carefully reviewed the terms and conditions of this Lease and is familiar with the terms and conditions and agrees faithfully to comply with the same.

**36. GOVERNMENTAL FACILITIES**

In the event that the Federal Government discontinues the provision and operation of air traffic controls, navigational aids, and other Airport facilities which are now or may hereafter be furnished by it, County shall not be required or obligated to furnish such facilities and services after discontinuance thereof by the Federal Government.

**37. AIRPORT SECURITY**

Company shall at all times maintain the integrity of the Airport Security Plan and comply with all laws, statutes, rules, regulations and orders, including Federal Rules 49CFR1542, promulgated by any federal, state or local agency, authority, or officer, including the Federal Aviation Administration, the Federal Transportation Security Administration and the United States Department of Justice. Should any penalty be imposed on County for an incident involving Company's breach of security, Company agrees to reimburse County for any and all such penalties including, but not limited to, civil fines which may be imposed upon County by any state, local or federal agency, or officer, including the Transportation Security Administration.

**38. GOVERNMENTAL RIGHTS**

Nothing in this Lease shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving any of the rights or ownership enjoyed by County in the Airport

or in any manner waiving or limiting its control over the development, improvement, operation, and maintenance of the Airport or in derogation of such governmental rights as County possesses, except as may be otherwise specifically provided herein.

**39. AIRCRAFT NOISE AND OVERFLIGHT AND OPERATIONS**

Company recognizes that the Leased Premises is located on an active airport and, as such, is subject to aircraft noise, vibration, exhaust, and overflight associated with the operation of the Airport. Company acknowledges that it has familiarized itself with the overflight, noise,

vibration, and exhaust characteristics of the Leased Premises and acknowledges that such overflight, noise, vibration, and exhaust may change during the term of this Lease. Company hereby releases County, the State of Wisconsin, the FAA, the airlines operating at the Airport, and their respective directors, officers, employees, board members, and agents, from any and all claims, demands, suits, or causes of action for damages or injunctive relief arising out of, or in any way associated with, aircraft noise, vibration, exhaust, or overflight as it may relate to Company's activities under this Lease. Company expressly acknowledges that the foregoing release is a material inducement to County in its decision to enter into this Lease.

**40. LESSOR'S RIGHT TO PERFORM COMPANY'S COVENANTS**

If Company shall default in performance under any provision in this Lease, County may, but shall not be obligated to, perform the same for the account and at the expense of Company after first having delivered to Company at least 30 days written notice of intention to do so or such shorter written notice as may be appropriate under emergency conditions. If County at any time is compelled to pay any sum of money or to do any act which will require the payment of any sum of money by reason of the failure of Company to comply with any provision of this Lease, or if County elects to make any such payment or to take any such action, which payment or action is reasonably necessary for the protection of County's interest in the Airport, or if County is compelled to incur any expense, including reasonable counsel fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Company hereunder, the sum or sums so paid by County, with interest at the rate of 18% per annum, penalties, costs and damages, shall be deemed to be additional rent and shall be paid by Company to County on the next date following the incurring of such expenses upon which a regular monthly rent payment is due.

**41. BRANDS**

A. Company shall offer rental car concession services at the Airport only under the brand or trade name of Budget. During the term of this Lease, Company shall operate and maintain all signage only under the foregoing brand or trade name. Notwithstanding the foregoing, Company may display the Avis brand name on the Leased Premises and its employees may provide rental car services to Avis customers. Except as provided herein, "Dual Branding" is prohibited.

B. If Company utilizes any particular brand or trade name under a license or franchise agreement, Company represents and warrants to County that Company has

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been granted the right to use any such brand or trade name for the entire term of this Lease, pursuant to a franchise or license agreement (hereinafter, the "Franchise Agreement") with the trade name owner (hereinafter, the "Franchisor"). At County's request, Company shall provide County with a copy of the Franchise Agreement and reasonable evidence that such agreement remains in full force and effect. The termination of Company's right to use the Budget brand or trade name at the Airport shall constitute a material breach of Company's obligations under this Lease.

**42. LAWS, VENUE, AMENDMENT**

This Lease shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin with venue of any judicial dispute in Dane County Circuit Court. This Lease shall not be construed more strictly as to either party on the basis of which party is more responsible for its preparation. This Lease constitutes the entire understanding between the parties and is not subject to modification or amendment unless agreed upon in writing by both parties hereto. The Airport Director is authorized to approve and execute any such modification or amendment, including an extension of the term hereof for an additional period not exceeding five years.

**43. GENERAL PROVISIONS**

A. Operations

Company acknowledges that there may be changes at the Airport and disruptions due to construction during the term of this Lease. County will endeavor to the extent practical to minimize the disruption, but County shall have no responsibility or liability for disruptions to Company's operations or temporary interruptions of Company's use of any part of the Airport due to construction activities by County or County's contractors or representatives.

B. Attorney's Fees

In the event County prevails in any action, suit, or proceeding brought to collect rent, fees or charges due hereunder or to take possession of any concession space or to enforce compliance with this Lease or for failure to observe any of the covenants of this Lease, Company agrees to pay to County reasonable attorney's fees incurred by County in the suit, action or proceeding.

C. Equal Privileges

In the event that any contract granted by County to any other car rental concessionaire shall contain any provisions more favorable to such company than the terms herein

granted, then, at the option of Company, this Lease shall be amended to include such more favorable terms and any off setting burdens that may be imposed on any such other company. The intent of this provision is to insure that Company is competing on as equal of terms as possible with any other on-Airport rental car company and, as a result, no other company shall enjoy any rights, profits or other conditions more favorable to such company than those enjoyed by Company herein.

D. Coverage Products

Company may offer comparable coverage products in lieu of any requirement herein regarding the offering of insurance.

E. One Way Service

Company shall offer one way car rental service to destinations within 300 miles of the Airport that are served by Company or the brand under which Company is operating at the Airport.

F. No Additional Brands

During the term of this Lease, County shall allow only those rental car brands named on Exhibit A, attached hereto, to be offered for on-Airport rent.

SIGNATURE PAGE FOLLOWS

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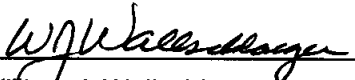
IN WITNESS OF THE FOREGOING the parties hereto have caused this Lease to be executed by their authorized representative as of the date so indicated.

**BY DANE COUNTY:**

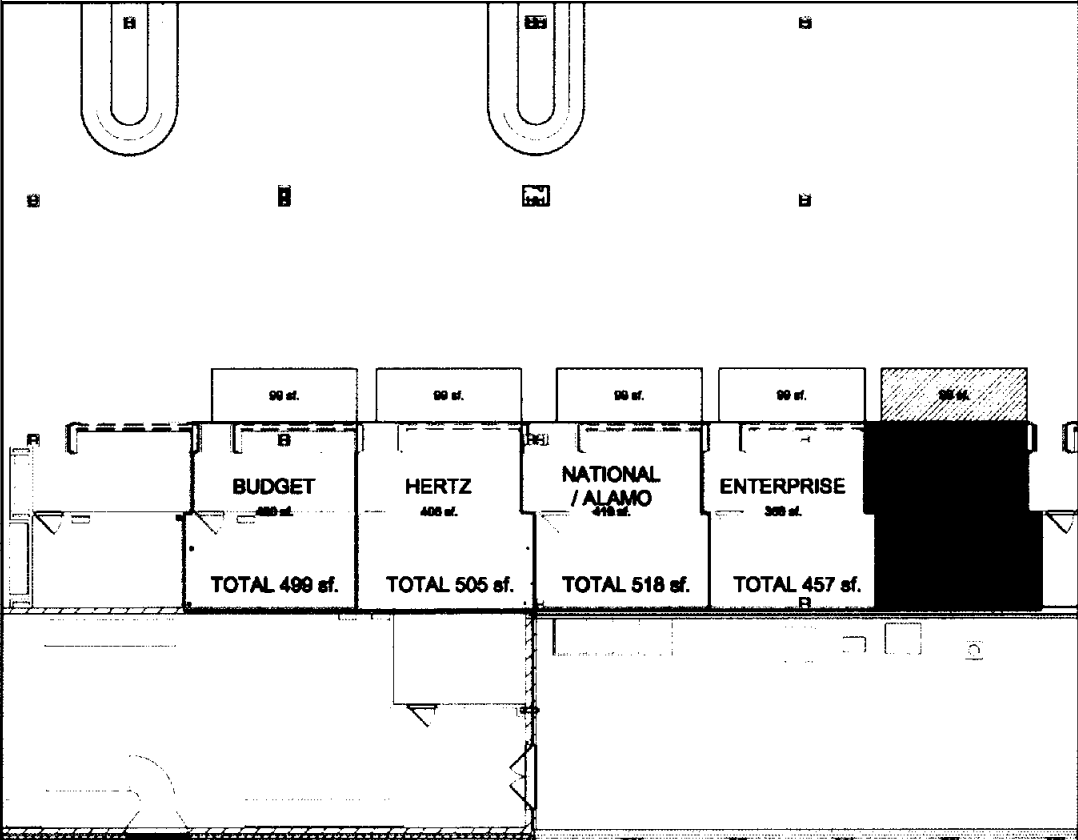
\_\_\_\_\_ Dated \_\_\_\_\_  
Joe Parisi  
Dane County Executive

\_\_\_\_\_ Dated \_\_\_\_\_  
Scott McDonell  
Dane County Clerk

**BY VEHICLE RENTAL SERVICES, LLC**

  
\_\_\_\_\_ Dated 3-29-2015  
William J. Wallschlaeger  
Manager

**CAR RENTAL COUNTER AREAS**

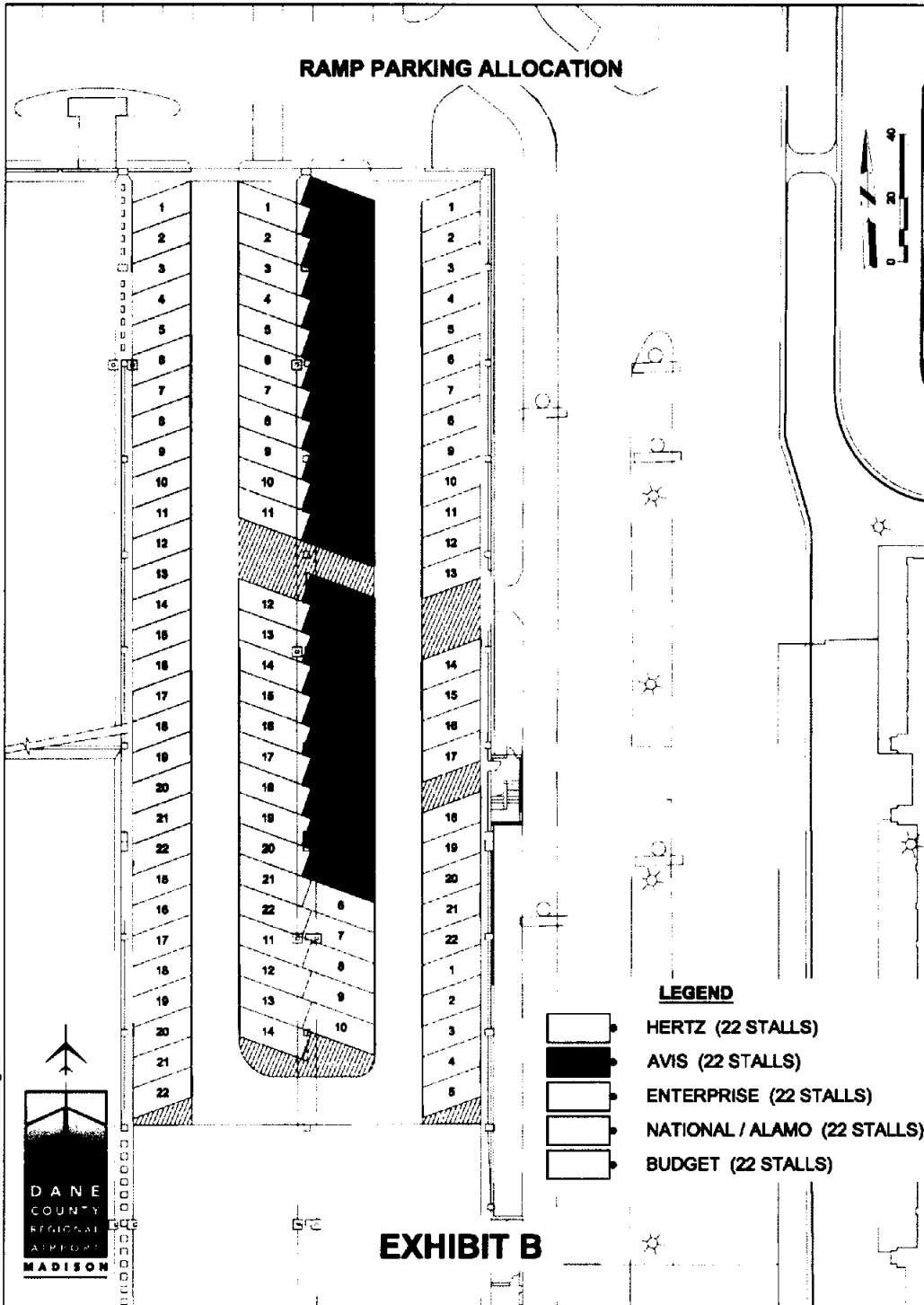


**EXHIBIT A**

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# RAMP PARKING ALLOCATION

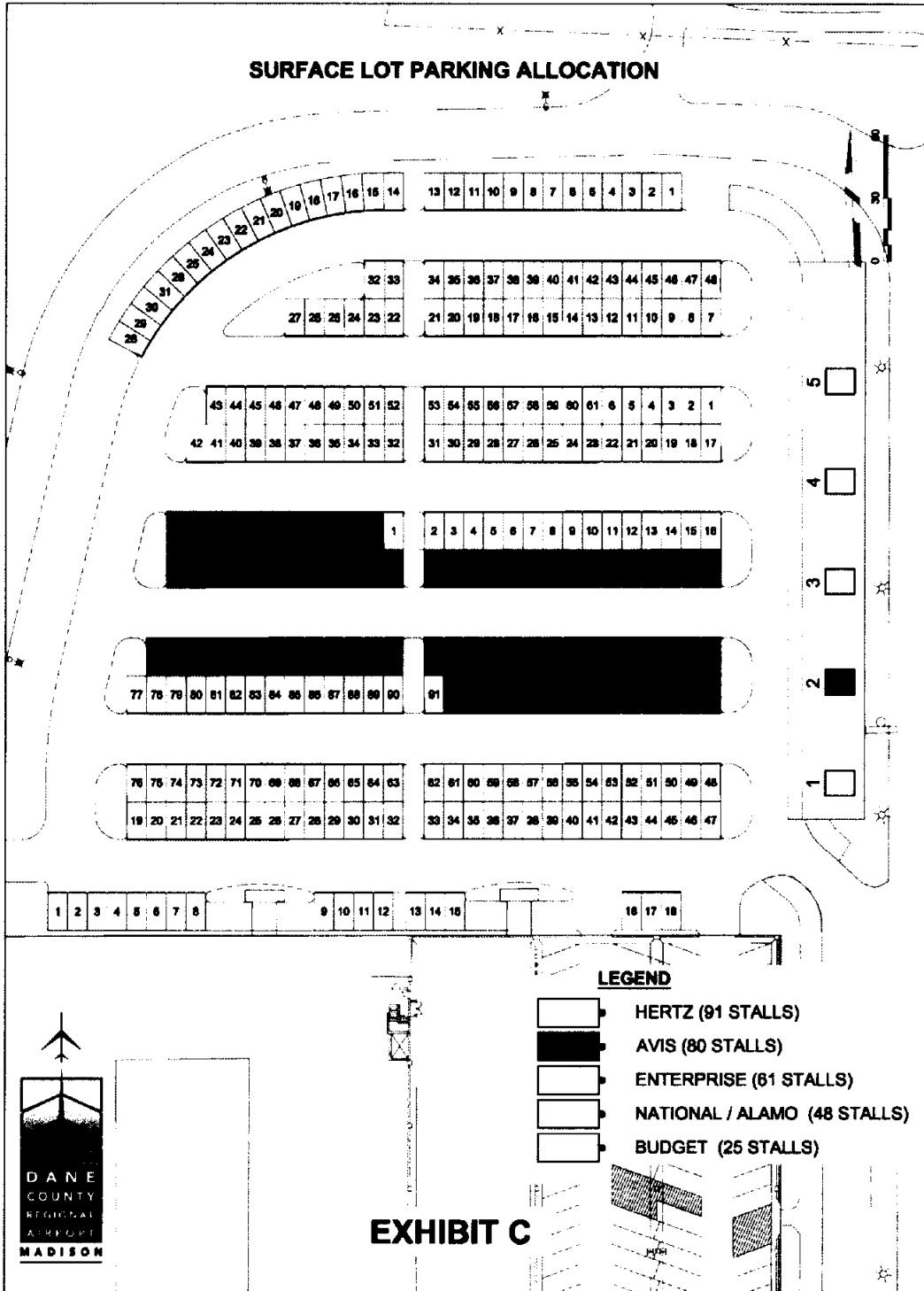


**EXHIBIT B**

NATIONAL / ALAMO  
 BUDGET  
 ENTERPRISE  
 AVIS  
 HERTZ  
 DANE COUNTY REGIONAL AIRPORT  
 MADISON

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# SURFACE LOT PARKING ALLOCATION



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## EXHIBIT C

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## CAR RENTAL HOLIDAY SCHEDULE

2015	Day/eve combined
New Years Day	National
Easter	Enterprise
Memorial Day	
Independence Day	
Labor Day	Hertz
Thanksgiving Day	National
Christmas Eve	Enterprise
Christmas Day	Enterprise
New Years Eve	

2018	Day/eve combined
New Years Day	Enterprise
Easter	
Memorial Day	
Independence Day	Hertz
Labor Day	National
Thanksgiving Day	Enterprise
Christmas Eve	
Christmas Day	
New Years Eve	

2016	Day/eve combined
New Years Day	
Easter	
Memorial Day	Hertz
Independence Day	National
Labor Day	Enterprise
Thanksgiving Day	
Christmas Eve	
Christmas Day	
New Years Eve	Hertz

2019	Day/eve combined
New Years Day	
Easter	Hertz
Memorial Day	National
Independence Day	Enterprise
Labor Day	
Thanksgiving Day	
Christmas Eve	Hertz
Christmas Day	Hertz
New Years Eve	National

2017	Day/eve combined
New Years Day	Hertz
Easter	National
Memorial Day	Enterprise
Independence Day	
Labor Day	
Thanksgiving Day	Hertz
Christmas Eve	National
Christmas Day	National
New Years Eve	Enterprise

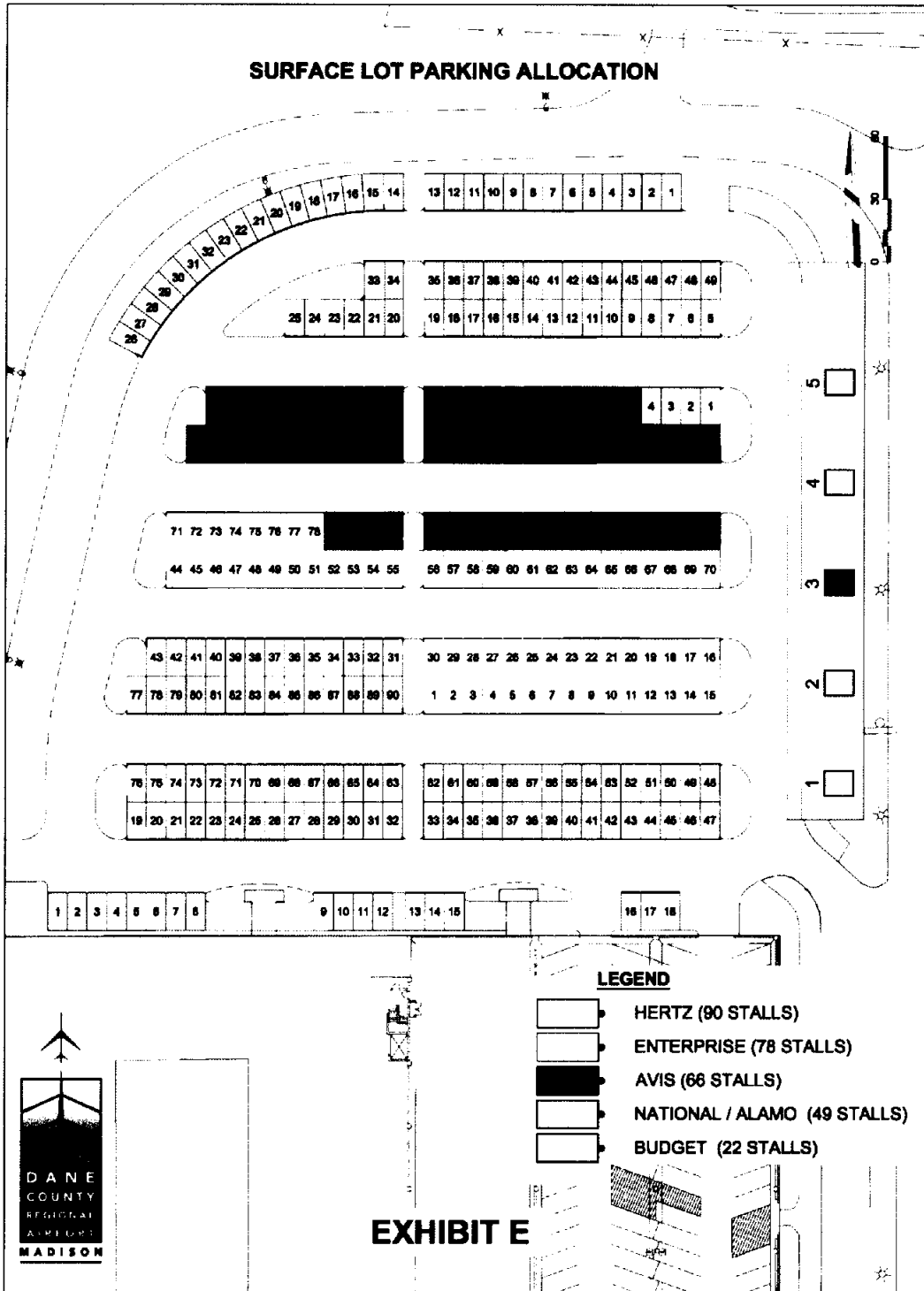
No. of holidays worked	B, H, N - 8 E, A - 7
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## EXHIBIT D

*wjw*

# SURFACE LOT PARKING ALLOCATION



*wjw*