

Dane County Contract Cover Sheet

Revised 01/2026

Res 083

Dept./Division	AIRPORT		
Vendor Name	The Hertz Corporation	MUNIS #	10074
Brief Contract Title/Description	Non-exclusive rental car concession agreement (DCRA2026-04) with The Hertz Corporation - brand Hertz		
Contract Term	10/1/2026 - 9/30/2029		
Contract Amount			

Contract # Admin will assign	16417
Type of Contract	
☐	Dane County Contract
☐	Intergovernmental
☐	County Lessee
☐	County Lessor
☐	Purchase of Property
☐	Property Sale
☐	Grant
☒	Other

Department Contact Information		Vendor Contact Information	
Name	Cody Castillo	Name	Jim Boucher
Phone #	608-246-3391	Phone #	404-310-0089
Email	castillo.cody@msnairport.com	Email	jim.boucher@hertz.com
Purchasing Officer			

Purchasing Authority	☐ \$13,000 or under – Best Judgment (1 quote required)	
	☐ Between \$13,000 – \$46,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	☐ Over \$46,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	☐ Bid Waiver – \$46,000 or under (\$25,000 or under Public Works)	
	☐ Bid Waiver – Over \$46,000 (N/A to Public Works)	
	☐ Cooperative Contract	Contract Name & #
	☒ N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	\$
		Org:	Obj:	Proj:	\$
	Year	Org:	Obj:	Proj:	\$

Budget Amendment	
☐	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	☐ Contract does not exceed \$100,000		Res #	083
	☐ Contract exceeds \$100,000 – resolution required.		Year	2026
	☐ A copy of the Resolution is attached to the contract cover sheet.			

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
☐ No modifications.	☒ Modifications and reviewed by: Adam Ussher	☐ Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Cody Castillo	Digitally signed by Cody Castillo DN: C=US, E=Castillo.cody@msnairport.com, CN=Cody Castillo Reason: I am approving this document Date: 2026.07.08 16:16:27-05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 7/9/26	Date Out:	☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, July 9, 2026 10:44 AM
To: Hicklin, Charles; Patten, Peter; Pabellon, Carlos; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16417
Attachments: 16417.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/9/2026 10:48 AM	Approve: 7/9/2026 10:48 AM
	Patten, Peter	Read: 7/9/2026 2:17 PM	Approve: 7/9/2026 2:17 PM
	Pabellon, Carlos		Approve: 7/9/2026 12:36 PM
	Cotillier, Joshua	Read: 7/9/2026 10:46 AM	Approve: 7/9/2026 11:18 AM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #16417

Department: Airport

Vendor: The Hertz Corporation

Contract Description: Non-exclusive rental car concession agreement (Res 083)

Contract Term: 10/1/26 – 9/30/29

Contract Amount: \$0

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

CONCESSION AGREEMENT

NON-EXCLUSIVE RENTAL CAR CONCESSION

Dane County Regional Airport
Madison, Wisconsin

between

County of Dane

and

The Hertz Corporation
Concessionaire

Brand: Hertz

<u>Section</u>	<u>Page</u>
DEFINITIONS	3
SECTION 1 – LEASED PREMISES	5
SECTION 2 – TERM	6
SECTION 3 – USES, PRIVILEGES, BRANDING AND OBLIGATIONS	6
SECTION 4 – RESTRICTIONS ON USES AND PRIVILEGES	8
SECTION 5 – PRIVILEGE FEE, RENTS, AND FEES	9
SECTION 6 – ACCOUNTING RECORDS	12
SECTION 7 – INSTALLATION OF IMPROVEMENTS AND DESIGN, FURNISHING, AND EQUIPPING OF PREMISES	13
SECTION 8 – TITLE TO IMPROVEMENTS, STRUCTURAL ALTERATIONS, ETC.	14
SECTION 9 – MAINTENANCE OF PREMISES	15
SECTION 10 – LIENS, PAYMENT, AND PERFORMANCE BONDS	17
SECTION 11 – OPERATION OF LEASED PREMISES: HOURS AND DELIVERIES	17
SECTION 12 – QUALITY AND CHARACTER OF SERVICE	18
SECTION 13 – NON-DISCRIMINATION	20
SECTION 14 – INDEMNIFICATION AND INSURANCE	24
SECTION 15 – DAMAGE OR DESTRUCTION OF PREMISES IN TERMINAL BUILDING	27
SECTION 16 – CANCELLATION	29
SECTION 17 – NO WAIVER BY PAYMENT OR ACCEPTANCE	30
SECTION 18 – SURRENDER OF POSSESSION	30
SECTION 19 – TAXES AND LICENSES	31
SECTION 20 – HOLDING OVER	31
SECTION 21 – QUIET ENJOYMENT	31
SECTION 22 – NO LIENS	31
SECTION 23 – AGREEMENT SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES	32
SECTION 24 – RIGHTS AND PRIVILEGES OF COUNTY	32
SECTION 25 – ACCESS CONTROL	33
SECTION 26 – NO PERSONAL LIABILITY	33
SECTION 27 – CONTROLLING LAW AND VENUE	33
SECTION 28 – COPIES VALID	34
SECTION 29 – NOTIFICATION	34
SECTION 30 – SEVERABILITY	34
SECTION 31 – ASSIGNMENT, SUBLET, AND TRANSFER	34
SECTION 32 – NO WAIVER	35
SECTION 33 – CONFLICTS OF INTEREST AND FINANCIAL INTEREST PROHIBITED	35
SECTION 34 – ENTIRE AGREEMENT	35
SECTION 35 – AMENDMENT	35
SECTION 36 – TIME COMPUTATION	36
SECTION 37 – NOTICES	36
SECTION 38 – PUBLIC RECORD LAW	36
SECTION 39 – CONSTRUCTION	37
SECTION 40 – LIMITATION OF AGREEMENT	37

SECTION 41 – COMPLIANCE WITH LAW	37
SECTION 43 – GOOD STANDING	37
SECTION 44 – INTERPRETATION OF AGREEMENT	37
SECTION 45 – NO INTERFERENCE	38
SECTION 46 – EXECUTION	38
SECTION 47 – COUNTERPARTS.....	38
SECTION 48 – SURVIVAL.....	38
SECTION 50 – ATTORNEY’S FEES	38
SECTION 51 – MORE FAVORABLE TERMS.....	38
EXHIBIT A1 – LEASED PREMISES – TERMINAL BUILDING COUNTER AND OFFICES.....	40
EXHIBIT A2 – LEASED PREMISES – PARKING RAMP	41
EXHIBIT A3 – LEASED PREMISES – SURFACE PARKING LOT	42
EXHIBIT B – RENTAL CAR MONTHLY REPORT	43

**RENTAL CAR CONCESSION
Dane County Regional Airport
Madison, Wisconsin**

THIS CONCESSION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026, by and between the County of Dane, a Wisconsin quasi-municipal corporation ("County") and The Hertz Corporation, ("Concessionaire"), a Delaware Corporation d/b/a Hertz brand.

RECITALS:

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

WHEREAS, the County has determined it to be in the best interests of the public and the County to enter into this Agreement with Concessionaire to provide non-exclusive rental car concession services at the Airport pursuant and subject to the terms and conditions hereunder,

NOW, THEREFORE, it is mutually agreed as follows:

DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement:

1. "ACDBE" shall mean airport concession disadvantaged business enterprise as that term is defined by 49 CFR Part 23.
2. "Affiliate" shall mean any rental car company that is (i) a parent or subsidiary of Concessionaire, or (ii) operates under the same brand name as Concessionaire at the Airport.
3. "Director" shall mean the Airport Director of the Dane County Regional Airport, or his or her designee.
4. "Gross Revenues" as used herein shall mean, as determined in the reasonable discretion of the County, all amounts charged to its customers by Concessionaire for or in connection with agreements it secures through its operations and business at the Airport, regardless of whether such amount is actually paid to or received by Concessionaire. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Concessionaire by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Concessionaire's operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Concessionaire's customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

All transactions made at the Airport or attributable to customers arriving at the Airport in the last twenty-four (24) hours are to be transactions included as a part of Gross Revenues. Additionally, transactions made within a three (3) mile radius of the Airport property boundary will be attributed to a customer arriving at the Airport within the last twenty-four (24) hours unless specifically identified as a Non-Airport Customer. Any transaction not with a Non-Airport Customer within the three (3) mile radius of the Airport property boundary will be considered on-airport for the purposes of collection of a CFC. Concessionaire agrees that it will not divert or allow to be diverted any automobile revenues from the Airport to any off-Airport location and that Gross Revenues shall include any and all such diverted transactions.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Concessionaire of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions set forth below:

- Federal, state, county, city or International sales, use, or excise taxes now in effect or hereinafter levied on Concessionaire's operations which are separately stated on customers' rental contracts and collected from customers of Concessionaire;
- Those fees referred to in this Agreement as Customer Facility Charges, "CFCs" which for the purpose of this Agreement shall include all customer facility charges, authorized by County Ordinance as may be amended;
- Amounts received specifically for loss, conversion and abandonment of or damages of vehicles or other property of Concessionaire, other than any administration fees;
- Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Concessionaire's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and
- Reimbursements for amounts actually paid for speeding tickets, parking tickets, red light tickets, tolls and toll violations, and towing and impound fees from its customers to pass through without markup to an independent third party with no amount being retained by Concessionaire. However, any amounts collected above the pass through amount such as administrative fees or convenience fees shall be included as Gross Revenue under this Agreement.

5. "Leasehold Improvements" shall mean all improvements and equipment which are affixed to the Leased Premises and which cannot be removed without material damage to the Premises.
6. "Non-Airport Customer" shall mean any customer that has confirmed in writing on their rental car contract with the Concessionaire that he or she has not deplaned from the Airport within the last twenty-four (24) hours.
7. "Operations Year" shall mean October 1 through September 30 of each year.
8. "Personal Property" shall mean all movable property of the Concessionaire not directly related to the rental car operations of the privileges granted hereunder, including, office furniture, office equipment, and office supplies.
9. "Refurbish" or "Refurbishment" shall mean the routine repainting or redecoration of public areas within the Leased Premises, as necessary, including the replacement or repair of worn carpet, tile, furniture, or furnishings.
10. "Rental Car" or "Motor Vehicles" shall mean motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, station wagons, four-wheel drive vehicles, passenger vans, sport utility type vehicles, and pick-up trucks rated three-quarter ton or less. Concessionaire shall not park, store or rent from Premises any vehicles except Motor Vehicles as defined herein that it owns or rents and are properly available for rental as provided herein.
11. "Terminal Building" shall mean the commercial terminal building at the Airport.
12. "Trade Fixtures" shall mean all non-affixed items, except expendables and Personal Property, which can be removed without damage to the Leased Premises, including cash registers, safes, patron tables and chairs, display fixtures, signs and the like.
13. "Transaction" shall mean the execution of an agreement or contract for the rental of a Motor Vehicle; or, the payment of funds or completion of a cash or credit transaction for payment for rental of a Motor Vehicle; or delivery of a Motor Vehicle to a customer for use in exchange for cash, credit or any other consideration.
14. "Transaction Day" shall mean each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car Concessionaire rents, or otherwise enters into a similar arrangement for the use of a Motor Vehicle and for which the Rental Car Concessionaire collects revenue from the customer. Late returns (after twenty-four (24) hours) shall be considered a Transaction Day.

SECTION 1 – LEASED PREMISES

County hereby leases to Concessionaire and Concessionaire hereby agrees to lease from County the following premises, which, collectively, are hereinafter called the "Leased Premises":

- a. Five hundred eleven (511) square feet of counter/office/queuing area (Counter 1) in the Terminal Building
- b. Block #3 in the Parking Ramp containing approximately 25 parking spaces

- c. Block #4 in the Surface Parking Lot containing approximately 50 parking spaces
- d. Parking Lot Booth (Kiosk) #5, approximately 8 feet by 6 feet in size adjacent to the Surface Parking Lot

Said Leased Premises is more particularly shown on **Exhibits A1, A2 and A3** attached hereto and by this reference made a part hereof. Concessionaire agrees that its Leased Premises have been inspected by Concessionaire and are accepted and will be occupied by Concessionaire on an “as is” basis. The Concessionaire specifically waives any covenants or warranties regarding the Premises, including but not limited to any warranty of suitability and warranty of fitness.

SECTION 2 – TERM

The term of this Agreement is for a three (3) year period commencing on October 1, 2026, and terminating on September 31, 2029, unless sooner terminated or canceled as hereinafter provided.

SECTION 3 – USES, PRIVILEGES, BRANDING AND OBLIGATIONS

Concessionaire shall have the following uses, privileges, and obligations in connection with its use of the Leased Premises:

- a. The non-exclusive right, privilege, and obligation to conduct and operate a Rental Car concession at the Airport. Concessionaire shall furnish good, prompt and efficient service and shall at all times have available a sufficient number of Vehicles (a fleet of no fewer than fifty (50) to meet all reasonably foreseeable demands of the traveling public. Concessionaire shall have a national, on-line reservation system and a national system of one-way drop off availability or exchange anywhere within the continental United States. Concessionaire shall offer for rental only Motor Vehicles of recent manufacture (whose model year is not more than two years older than the current year). The Director may approve a temporary waiver of the model year requirement, upon specific written request by the Concessionaire, to accommodate periods of vehicle supply shortages or as other circumstances dictate. Concessionaire understands and agrees that it shall not engage in any other business on the Airport under this Agreement.
- b. Concessionaire is limited to operating the brand(s) specifically listed in their submitted proposal. Co-Branding by parent Concessionaire is limited to two brands per concession space specifically those listed in their submitted proposal. Concessionaire shall be prohibited from operating at the Airport under any brand(s) other than the brand(s) it designated on its Qualifications Form. Any requests for changes to this arrangement will not be approved. It being understood that no more than two brands under rental car agencies who are owned by the same parent Concessionaire may operate from any one concession space during the term of this agreement.

- c. The right, privilege, and obligation to rent and check-in rental vehicles, including the right to offer for sale related collision damage waiver protection, personal injury and accident insurance, personal effects insurance, and such other travel or vehicle related coverage offered in connection with and incidental to the rental of a vehicle and occupy operations office, storage, and Ready and Return car parking spaces. It is the intent of this Agreement that the rental car customers of Concessionaire will operate the vehicle rented only from the ready spaces provided herein, and Concessionaire shall not engage in customer shuttle operations of any kind to, from, or on the Airport. This does not prohibit the picking up of a customer from the FBO. No trucks larger than three-quarter ton pickup type/style will be allowed in the ready/return lot unless approved in advance by the Director. Concessionaire understands that returned vehicles cannot be cleaned and/or serviced in the Leased Premises, including the removal of trash.
- d. Concessionaire (including any Affiliate of Concessionaire or brands) shall not engage in any business or other activity that will divert business and/or customers from Airport to an off-site office, parking lot, garage, etc., for any purpose whatsoever, including, but not limited to, writing of sales agreements off-Airport premises. If the County believes, in its sole opinion, that the Concessionaire is engaging in such diversion of business or other activity described hereinabove, it reserves the right to inspect Concessionaire's records, regardless of whether such records pertain to activities at Airport or off-Airport premises. Failure to permit such inspection or rectify any violations provided herein shall be subject to the County's right as specified in Subsection 16.2. In addition, the County shall have the right to include such business or other activity within the definition of Gross Revenues and the right to recover any amounts lost as a result of any diversion of business from the Airport.
- e. The right of ingress and egress to and from the Leased Premises, over Airport roadways, are subject to such reasonable rules and regulations as may be established by Airport as respecting such use and subject to law.
- f. Concessionaire shall install no signs on or about the Leased Premises without the prior written approval of the Director, said approval being solely discretionary with the Director. For purposes of this Section, signs (including temporary signs) shall include, but not necessarily be limited to, identification signs, company logos, advertising or promotions, photographs, art displays, and the like. Such signs shall be substantially uniform in size, types and location with those of other concessionaries, and subject to Director's approval, Rules and Regulations, and in compliance with all applicable laws and resolutions. No temporary signs or displays shall be permitted on the backwall or the counter surfaces without the prior written approval of the Director. Handwritten, or hand lettered signs are prohibited. Concessionaire shall not place or install any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Leased Premises without the express prior written approval of the Director.

- g. The right for Concessionaire's employees, in common with other employees of tenants of the Terminal Building, to use vehicular parking space provided by County, subject to the payment of reasonable charges as set by the County. Employee parking shall only be allowed in those areas designated by the Airport and is not permitted in the Leased Premises.
- h. *Airport Concession Disadvantaged Business Enterprise Program*
 - 1. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, related to the airport concession disadvantaged business enterprises (ACDBE) program. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
 - 2. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
 - 3. Each year Concessionaire no later than January 15th shall provide to County the following annual ACDBE information: the name and address of each certified ACDBE with which it has done business during the past federal fiscal year (October through September), a description of the nature of the services performed by and/or items purchased from each firm named, and the total amount spent with each firm named. The County may request additional information as necessary for its required reporting. Concessionaire may use a form of detail satisfactory to the County.
 - 4. This Agreement is subject to a contract goal for ACDBE participation as per 49 CFR Part 23. The current contract goal is set at zero in accordance with the Department of Transportation's Frequently Asked Questions dated December 1, 2025. The contract goal may change commensurate with updated Federal regulations.
- i. Concessionaire agrees to comply with Federal Aviation Regulations, Airport Security Regulations and the Airport's policies as outlined in the Airport's Federal Aviation Administration approved Operations Plan and Airport Security Plan. Concessionaire further agrees that any fines levied upon the County or Concessionaire through enforcement of these regulations because of acts by Concessionaire's employees, agents, suppliers, guests, or patrons shall be borne by Concessionaire to the extent said acts contributed to said fines.

SECTION 4 – RESTRICTIONS ON USES AND PRIVILEGES

The Premises shall be used only for the purposes specified in this Agreement. Concessionaire understands and agrees that County has the right to grant additional privileges under separate agreements for rental car operations to other companies.

SECTION 5 – PRIVILEGE FEE, RENTS, AND FEES

Subsection 5.1 - Privilege Fee, Rent and Fees.

a. Privilege Fee. As consideration for the privilege of operating the concession hereunder, Concessionaire shall pay to County each Operations Year, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the greater of either the Minimum Annual Guarantee or the Percentage Fee applicable to Gross Revenues, hereinafter defined, as follows:

1. Privilege Fee – the greater of either:
 - a. ten percent (10%) of the Concessionaire's annual Gross Revenues ("Percentage Fee"); or
 - b. the respective yearly amount shown below as the Concessionaire's Minimum Annual Guarantee "MAG":

October 1, 2026 to September 30, 2027	\$ 470,000.00
October 1, 2027 to September 30, 2028	\$ 470,000.00
October 1, 2028 to September 30, 2029	\$ 470,000.00

Monthly payment shall be the greater of 1/12th of the respective year's MAG or 10% of reported gross revenues for the previous month. The MAG payment shall be paid in advance on the first (1st) day of each month. On or before the 20th of each month the Concessionaire shall provide the County with i) a signed and certified Report of Gross Revenues for the preceding month ii) payment of any Percentage Fee shown to be due for the preceding month, as designated on Exhibit B, attached hereto and made a part hereof.

Once the sum of Privilege Fee payments remitted has reached the MAG in any given Operations Year, the Concessionaire may cease remittance of the 1/12th of the respective year's MAG on the first (1st) day of each month for the remainder of that Operations Year. The Concessionaire shall continue to report and remit each and every month after the annual MAG has been reached the full 10% of reported gross revenues for the previous month.

Concessionaire acknowledges that Privilege Fee payments by Concessionaire to the County under this Agreement are for Concessionaire's privilege to use the Airport facilities and access the Airport market and are not fees imposed by the County upon Concessionaire's customers. The County does not require, but will not prohibit, a separate statement of and charge for the Privilege 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 Director in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other Concessionaire 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 Revenues and shall be specifically included in the Definition of Gross

Revenues for purposes of remittance to the County; (d) Concessionaire shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that the County is requiring the pass through of such fee.

b. Rent for Premises located in the Terminal Building. Concessionaire shall pay to the County, in advance, on the 1st day of each month the following rent:

1. For the period commencing October 1, 2026 through December 31, 2026, Concessionaire shall pay the sum of Sixty-Two Dollars and Thirty-Seven Cents (\$62.37) per square foot per annum for five hundred eleven (511) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing January 1, 2027, January 1, 2028 and January 1, 2029 the per square foot per annum rent shall be the same per square foot per annum rate paid by other tenants at the Airport.
2. For the period commencing October 1, 2026 through September 30, 2029, Concessionaire shall pay the sum of Three Thousand, Seven Hundred Fifty Dollars (\$3,750.00), per month for its Parking Ramp Block as shown on Exhibit A2.
3. For the period commencing October 1, 2026 through September 30, 2029, Concessionaire shall pay the sum of Six Thousand Dollars (\$6,000.00), per month for its Surface Parking Lot Block as shown on Exhibit A3.
4. For the period commencing October 1, 2026 through September 30, 2029, Concessionaire shall pay the sum of Five Hundred Dollars (\$500), per month for its Parking Lot Booth (Kiosk) as shown on Exhibit A3.

c. Additional Charges and Fees

1. Utilities. County shall, at its cost, furnish access to electric current at the power outlet locations in the kiosk and at the counter/office/queuing area leased hereunder. Concessionaire's use of electricity shall be monitored by separate meters provided by County. Concessionaire 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 Concessionaire's expense and only upon written approval by the Director based upon professionally prepared plans and specifications provided by Concessionaire. Any installation approved hereunder must be performed in compliance with all applicable Airport standards. Concessionaire shall be responsible for all costs associated with its telephone, internet, and any other data services as described in Section 11.3.

2. As required by Dane County Code of Ordinances, Section 67.255, Concessionaire shall collect the CFCs on behalf of the Airport and remit to the County the full amount of the CFCs collected from each Rental Car customer.
 3. Vehicle Storage. Concessionaire shall pay to the County, rent for any Vehicles parked on the Airport in any location not included in the Concessionaire's Premises. Vehicles parked in any public parking lot will pay the posted parking rates. Vehicles parked elsewhere shall be assessed an additional fee.
 4. Additional fees may include charges for special items or activities including but not limited to employee parking and badging fees. The County may assess reasonable, non-discriminatory charges for these special items or activities. Other charges payable by Concessionaire, shall be paid by Concessionaire to County no later than fifteen (15) days following receipt by Concessionaire of billing therefor.
- d. Any and all payments due to the County by Concessionaire shall be made payable to "Dane County Treasurer" and remitted to the Dane County Regional Airport, Attn: Director, 4000 International Lane, Madison, WI 53704. Payments may also be remitted via ACH following the instructions provided by the Airport.
- e. Year End Adjustments to Privilege Fees, Rents and Fees.
In the event the amount of payments made during the preceding Operations Year exceeds the total of any payments due for such Operations Year, the excess payment shall be credited against the payments for the next Operations Year, except that any excess payment during the final Operations Year of this Agreement will be returned to the Concessionaire within thirty (30) days after the Airport's acceptance of the final Certified Statement described in this Section.
- f. Concessionaire's Right of Abatement. In any Operations Year where the total deplanements at the Airport decline by 15% or more as compared to the prior Operations Year, the Concessionaire's MAG for such Operations Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the County reasonably determines during any Operations Year that a MAG reduction is likely, the County may waive the Concessionaire's obligations to remit the monthly 1/12th MAG installment payments for any period of time the County deems appropriate in its sole discretion, but Concessionaire shall continue to remit the Percentage Privilege Fee each month regardless.

SECTION 6 – ACCOUNTING RECORDS

Subsection 6.1 Statements, Books, and Records; Delinquent Rentals.

- a. Monthly Statements; Books and Records. Within twenty (20) days after the close of each calendar month of the term of this Agreement, Concessionaire shall submit to County, in such detail and on the statement form designated as Exhibit B or as may reasonably be specified by County, certain information, including but not limited to, the number of Transactions executed during the preceding month, the number of Transaction Days Motor Vehicles were rented during the preceding month, and the statement of its Gross Revenues during the preceding month upon which the percentage payments to County set forth in Subsection 5.1(a) are to be computed, and CFC collections. Said Exhibit B statement must be signed by a responsible accounting officer of Concessionaire. County reserves the right to change the form of the monthly statement and to require the submission by Concessionaire of other information pertaining to the Gross Revenues hereunder, and Concessionaire agrees to change the form of its statements to that requested by County and to provide any such additional information County may reasonably request. Concessionaire shall keep full and accurate books and records showing all of its Gross Revenues and CFC collections hereunder, and County shall have the right, through its representatives and at reasonable times, at its own expense, to inspect, examine, copy and audit such books and records. Concessionaire hereby agrees that all such books and records will be made available to County for at least seven (7) years following the period covered by such books and records.
- b. Annual Certified Statements. Each year during the term of this Agreement, Concessionaire shall provide to County a written statement, certified by an independent Certified Public Accountant, to County stating that in his or her opinion the Percentage Fees and CFCs paid by Concessionaire to County during the preceding year pursuant to this Agreement were made in accordance with the terms of this Agreement. Said statement shall be submitted by Concessionaire, to be received by County within ninety (90) days of the end of each Operations Year. Such statement shall also contain a list of the Gross Revenues and CFCs, by month, as shown on the books and records of Concessionaire and which were used to compute the Percentage Fee payments made to County during the period covered by said statement.
- c. Delinquent Rentals and Fees. Without waiving any other right or action available to County in the event of default in the payment of charges or fees payable to County, pursuant to this Agreement, Concessionaire shall pay to County interest on delinquent payments in accordance with Chapter 67.27 of the Dane County Code of Ordinances.

Subsection 6.2 Audit. County reserves the right to audit Concessionaire's books and records pertaining to the Leased Premises, at its own expense, at any time for the purpose of verifying the Gross Revenues, Privilege Fee and CFC calculation hereunder for any period three (3) years prior to such audit.

If, however, as a result of such audit, it is established that Concessionaire has understated the Gross Revenues or CFCs received from all operations at the Leased Premises by two percent (2%) or more (after the deductions and exclusions herein), the entire expense of said audit shall be borne by Concessionaire. Any additional Privilege Fee or CFCs due shall forthwith be paid by Concessionaire to County in accordance with Section 6.1(c) above from the date such additional Privilege Fee or CFC became due.

SECTION 7 – INSTALLATION OF IMPROVEMENTS AND DESIGN, FURNISHING, AND EQUIPPING OF PREMISES

Subsection 7.1 - Building Services

- a. County Improvements and Services. County shall initially and upon any renovation or relocation ensure and provide occupancy of the Leased Premises to Concessionaire with said Leased Premises meeting all federal, state and local code requirements for the operation of a rental car concession. County shall provide and maintain water, sewer, general lighting, electrical power, and heating and air-conditioning for the non-leased portion of the Terminal Building. If Concessionaire requires additional lighting, electrical power, water, telephone outlets, or adjustments to the air-conditioning system, such additional improvements or services shall be subject to the prior written approval of Director, and any such approved improvements or services shall be made at Concessionaire's expense.
- b. Concessionaire's Right to Additional Services. Concessionaire shall have the right, at its own expense, to request and receive telephone services or communication systems, provided that any such services or systems shall require the written approval of Director before installation.

Subsection 7.2 - Approval of Plans and Specifications; Provision of Drawings.

- a. General. Any improvements to be made to or upon the Leased Premises by Concessionaire, and any subsequent alterations or additions to such improvements, shall be subject to the prior written approval of Director. Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of Director before any work or construction is commenced, which shall not be unreasonably withheld or delayed. First-class standards of design and construction shall be complied with in connection with all such work, facilities, and improvements; and all construction shall conform to the general architectural requirements of Director. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to Director for review prior to commencement of construction; after final approval by the Director, Director shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

- b. Improvements Conform to Statutes, Ordinances, Etc. All improvements, furniture, fixtures, equipment, and finishes, including the plans and specifications therefore, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations. Any approval given by County shall not constitute a representation or warranty as to such conformity; responsibility therefore shall at all times remain with Concessionaire.
- c. Approvals Extend to Architectural and Aesthetic Matters. Approval of County shall extend to and include architectural and aesthetic matters and County reserves the right to reasonably reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Director approval.
- d. Disapprovals. In the event of disapproval by County of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Director. County agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations shall be made in said plans or specifications after initial approval by County, and no alterations or improvements shall be made to or upon the Leased Premises without the prior written approval of Director.
- e. Provision of As-Built Drawings. Upon completion of any construction project, Concessionaire shall provide County two (2) completed sets of as-built drawings in reproducible form as specified by County. Concessionaire agrees that, upon the request of County, Concessionaire will inspect the Leased Premises jointly with County to verify the as-built drawings.

SECTION 8 – TITLE TO IMPROVEMENTS, STRUCTURAL ALTERATIONS, ETC.

Subsection 8.1 Title. All improvements made to the Leased Premises by Concessionaire, and any additions and alterations thereto made by Concessionaire, shall be and remain the property of Concessionaire until the termination of this Agreement (whether by expiration of the term, cancellation, forfeiture or otherwise), at which time said improvements, except for Trade Fixtures, personal property, and expendables, shall become the property of County, at no cost to County.

Subsection 8.2 Structural Alterations. Concessionaire shall make no structural alterations to the Leased Premises without the prior written consent of Director.

Subsection 8.3 Alterations and Improvements to Airport. Concessionaire acknowledges that from time to time County may undertake construction, repair, or other activities related to the operation, maintenance and repair of the Terminal Building and landside facilities including parking and roadways which may temporarily affect Concessionaire's operations hereunder. Concessionaire agrees to accommodate County in such matters, even though Concessionaire's own activities may be

inconvenienced, and Concessionaire agrees that no liability shall attach to County, its members, employees, or agents by reason of such inconvenience or impairment. It is agreed that in the event such activities of County substantially impair the operations of Concessionaire under this Agreement, the Minimum Annual Guarantee shall be waived during such period of substantial impairment, with what constitutes "substantial impairment" being reasonably determined by Director. Concessionaire agrees that if relocation is required that Concessionaire shall move its operations as reasonably directed by Director and said move is at County's expense as determined by the Director.

Subsection 8.4 Substitution or Provision of New Facilities. The County may build or provide, or cause to be built or provided, new, substitute or expanded facilities at the Airport. In the event of the construction and occupancy of new, substitute or expanded facilities during the term of this Agreement, the Concessionaire agrees to relocate operations from the Premises to the new, substituted or expanded facilities and to thereafter conduct its operations therefrom. The new, substitute or expanded facilities shall be comparable to the previous facilities or better in terms of size, location and finish, all at the discretion of the County. In the event the County requires the move of facilities, other than a move to alternate parking facilities, the Airport will reimburse reasonable actual out-of-pocket costs associated with the relocation as determined by the County, and approved in writing in advance subject to a maximum amount established by the County.

Subsection 8.5 Removal and Demolition. Concessionaire shall not remove or demolish, in whole or in part, any Leasehold Improvements upon the Leased Premises without the prior written consent of the Director which may, at its sole discretion, condition such consent upon the obligation of Concessionaire, at Concessionaire's cost, to replace the same by an improvement specified in such consent.

SECTION 9 – MAINTENANCE OF PREMISES

Subsection 9.1 Airport Maintenance Obligations.

- a. General Maintenance and Operation. County agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the Airport, including the Terminal Building and all appurtenances, facilities, and services now or hereafter connected therewith. Specifically included in this obligation is the maintenance of building systems, queuing space in front of the rental car concession counters, and pavement repair for the ready/return parking.
- b. Structural Maintenance. County shall provide, or cause to be provided, structural maintenance of the Terminal Building.
- c. Maintain Access. County shall, throughout the term of this Agreement, maintain all airport-owned roads on the Airport giving access to the Terminal Building in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the

Terminal Building over said road at all times. County reserves the right to reasonably restrict access to the Terminal Building area for automobile deliveries during peak activity periods.

Subsection 9.2 Concessionaire's Maintenance Obligations.

- a. Concessionaire's General Obligations. Except for maintenance of the Terminal Building, as provided in Subsection 9.1, Concessionaire shall be obligated, without cost to County, to maintain the Leased Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Leased Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. All such maintenance and repairs shall be at least of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Director. Concessionaire shall be obligated, without cost to County, to provide custodial service to Leased Premises, excluding the queuing space in front of the rental car concession counters for which the County will provide custodial services.
- b. Hazardous Conditions. Upon discovery, Concessionaire shall immediately give oral notice to County of any hazardous or potentially hazardous conditions in the Leased Premises or in the Terminal Building. Any hazardous or potentially hazardous condition caused by the Concessionaire in the Leased Premises shall be corrected immediately by the Concessionaire upon receipt of oral notice from the Director. At the direction of said Director, Concessionaire shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.
- c. Trash and Refuse. County shall provide, at no cost to Concessionaire, a container for the adequate sanitary handling of all trash and other refuse caused as a result of the operation of the Leased Premises. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from Airport in a reasonably clean and orderly condition so as not to unduly attract rodents, pests, or birds, or create an offensive odor.
- d. Transporting Trash and Refuse. In transporting trash and refuse from the Leased Premises, Concessionaire shall ensure that trash is not strewn around while taking refuse to the dump site. Such disposal shall take place during hours as may be approved by the County.
- e. Snow Removal. Concessionaire shall remove ice and snow from the area of its assigned spaces on the Surface Lot, including the 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 booths and the eastern boundary of the Surface Lot.

Concessionaire shall be responsible for clearing ice and snow from the other areas adjacent to the booth it leases hereunder. Upon coordination with and approval by the County, the parking areas for which the Concessionaire is responsible for snow and ice removal may be included in the Airport's landside snow removal operations and the expense of clearing the Concessionaire's responsible areas will be charged to the Concessionaire. Concessionaire is expected to attend the Seasonal Snow Plowing meeting and coordinate with the Airport to ensure efficient snow removal operations in the rental car parking areas.

SECTION 10 – LIENS, PAYMENT, AND PERFORMANCE BONDS

Subsection 10.1 Construction Surety Bond. Concessionaire shall not allow any liens or encumbrances to be attached to the Leased Premises. Prior to the commencement of any construction or alteration hereunder which exceeds Ten Thousand Dollars (\$10,000) in cost, Concessionaire or its contractor shall furnish to County, and without expense to County, a surety bond, issued by a surety Concessionaire licensed to transact business in the State of Wisconsin and satisfactory to and approved by County with Concessionaire's contractor or contractors as principals, in a sum not less than one hundred percent (100%) of the total cost of the contract or contracts for the construction or alteration of the improvements and facilities mentioned herein. Said bond shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by said contractor, subcontractor(s), and suppliers in the prosecution of the work provided for in said construction contract and shall protect County from any liability, losses, or damages arising there from.

Subsection 10.2 Security, Performance Bond. During the term of this Agreement, the County shall require the Concessionaire to deliver (and thereafter maintain current for the entire term of this Agreement) an instrument of security in a form satisfactory to the County, in its sole discretion, in the amount of twenty-five percent (25%) of the average of the Concessionaire's three years Minimum Annual Guarantees, in order to secure the performance of all of Concessionaire's obligations under this Agreement, including without limitation, the payment of all the percentages, minimums, fees, charges and costs set out herein. Said security may be in the form of a Performance bond.

SECTION 11 – OPERATION OF LEASED PREMISES: HOURS AND DELIVERIES

Subsection 11.1 Hours of Operation. Concessionaire shall actively operate in the Leased Premises and shall use a business-like operation therein. The Concessionaire shall be open to serve the public seven (7) days per week and hours of operation shall be such that passengers of flights arriving or departing from the Airport will be accommodated. Minimum hours of counter service operations are from one hour prior to the first scheduled commercial passenger flight arrival until thirty minutes after the **actual arrival** time of the last commercial passenger flight, unless other operating hours are approved by

the Director. Concessionaire shall ensure that hours are extended as necessary to accommodate all customers waiting in line prior to closing. Concessionaire shall adjust their online reservation system to reflect the hours of any published change in airline flight schedules at the Airport, as they are made known to Concessionaire, in order to allow for rentals through those new airline flight arrival and departure times. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. Concessionaire may advise the Director of Concessionaire's analysis of the optimum arrangements, but the final determination shall be made by the Director based on his analysis of necessary service to the public.

Subsection 11.2 Delivery of Vehicles and Goods. Concessionaire shall arrange for the timely delivery from vendors or suppliers of all Motor Vehicles and supplies, at such times, in such locations(s), and by such routes as determined by County. Concessionaire shall abide by all Transportation Security Administration (TSA) requirements for parking of Motor Vehicles near the Terminal Building.

Subsection 11.3 Utilities. County shall provide the Leased Premises with heat and air conditioning to keep the Leased Premises at reasonable temperatures for the conduct of Concessionaire's activities. County shall provide electricity to the Leased Premises by means of wiring installations, and Concessionaire shall make such connections as required and permitted by building code. Concessionaire shall be responsible for paying for the electricity used at its Leased Premises. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring installation in place. Concessionaire shall be responsible for the installation and all ongoing costs related to all telephone, internet and any other data services infrastructure at its Leased Premises.

SECTION 12 – QUALITY AND CHARACTER OF SERVICE

Subsection 12.1 Type of Operation. Concessionaire shall maintain and operate the concession privileges granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Director, does not unduly annoy, disturb, or offend others at the Airport.

Subsection 12.2 Services to the General Public. Concessionaire understands and agrees that its operation at the Airport necessitates the rendering of public services such as giving directions, and generally assisting the public.

Subsection 12.3 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Agreement.

Subsection 12.4 Personnel.

- a. General. Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service. All such personnel, while on or about the Leased Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate name tags, subject to the approval of the Director, and employees will be appropriately dressed. Clothing will be neat and clean and present a professional appearance. Director shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.
- b. Manager. The management, maintenance, and operation of the Leased Premises and the concession conducted thereon shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. Prior to commencement of this Agreement, Concessionaire shall designate in writing to the County the name and emergency telephone numbers at which Concessionaire's local manager or designated local employee with authority to speak for Concessionaire may be reached on a 24-hour basis. Concessionaire shall provide written notice to the County of any change in its manager within seven (7) days of the change and shall include any change of telephone number.

Subsection 12.5 Operations Violations.

Concessionaire's failure to adhere to the operating requirements set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, and reduce the amount of rent to be paid to County. Additionally, County resources will be expended in dealing with violations of this Agreement by Concessionaire. The parties hereby agree that total damages sustained by to County for violations of the provisions of this Agreement addressing this subject matter could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the liquidated damages amounts, set forth below for violation of Agreement terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by County. Concessionaire, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by to County the following amounts as liquidated damages upon the occurrence of breaches, in any Operations Year, related to operation violations:

- \$100 per occurrence - first occurrence
- \$200 per occurrence – second occurrence
- \$300 per occurrence - third occurrence
- \$1,000 per occurrence thereafter

Liquidated damage amounts shall not be imposed unless the violation continues for more than three (3) calendar days after County has given Concessionaire written notice (and this written notice may be in the form of an email) of the violation; provided, however, after County has given Concessionaire notice of the same violation more than twice during any calendar year, the liquidated damage amount may be immediately imposed with no opportunity to cure in order to avoid the sanction.

For hours of operations violations, liquidated damages shall be as follows:

- \$100 per hour or portion thereof, during which location is not open - first occurrence
- \$200 per hour or portion thereof, during which location is not open - second occurrence
- \$300 per hour or portion thereof, during which location is not open - third occurrence
- \$1,000 per occurrence thereafter

For violations regarding the minimum hours of operation, the liquidated damages may be incurred immediately and without notice upon violation.

County's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right or prohibit County from doing so for subsequent violations. After two (2) violations of the same type in the same calendar year, County reserves the right, at its sole option, not to impose the liquidated damage and instead seek any other remedies available to it for an event of Default, including termination of this Agreement.

SECTION 13 – NON-DISCRIMINATION

Subsection 13.1. General Civil Rights Provisions. In its activities within the scope of its airport program, the Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire. The above provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the airport remains obligated to the Federal Aviation Administration.

Subsection 13.2. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire"), agrees as follows:

- a. **Compliance with Regulations:** The Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. **Information and Reports:** The Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a Concessionaire's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 1. Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or
 2. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The Concessionaire will include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

Subsection 13.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the “Concessionaire”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)

as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

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

Subsection 13.4 Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

- a. Concessionaire for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Nondiscrimination Acts And Authorities.
- b. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, County will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.
- c. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, County will there upon revert to and vest in and become the absolute property of County and its assigns.

Subsection 13.5 County Non-Discrimination. Concessionaire shall not discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Concessionaire agrees to post in conspicuous places, available to all employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

Subsection 13.6 Compliance with Fair Labor Standards

- a. Reporting of Adverse Findings. During the term of this Agreement, CONCESSIONAIRE shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that Concessionaire has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects Concessionaire's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- b. Appeal Process. Concessionaire may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- c. Notice Requirement. Concessionaire shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

Subsection 13.7 Provisions of 29 CFR Part 201. This Agreement and any contracts and subcontracts entered into under authority of this Agreement shall incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Provider has full responsibility to monitor compliance with 29 CFR part 201. Provider must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Subsection 13.8 Requirements of 29 CFR Part 1910. This Agreement and any contracts and subcontracts entered into under authority of this Agreement shall incorporate by reference the requirements of 29 CFR Part 1910, the Occupational Safety and Health Act of 1970, with the same force and effect as if given in full text. Provider and any subcontractors performing work under this Agreement shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to an employee. Provider shall comply with, and monitor the compliance of its subcontractors with, the Occupational Safety and Health Act of 1970, and shall address any claims or disputes that pertain to such Act directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

SECTION 14 – INDEMNIFICATION AND INSURANCE

Subsection 14.1 Indemnification. Concessionaire shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury, and loss of life), damages, costs

or expenses which County, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur or be required to pay by reason of Concessionaire's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the Concessionaire to comply with reporting or other provisions of its insurance policies shall not affect this Concessionaire's obligations under this paragraph. County reserves the right, but not the obligation, to participate in defense without relieving Concessionaire of any obligation under this paragraph. The obligations of Concessionaire under this paragraph shall survive the expiration or termination of this Agreement.

Subsection 14.2 Concessionaire to Provide Insurance. In order to protect itself and County, its officers, boards, commissions, agencies, agents, volunteers, employees, and representatives under the indemnity provisions of the subparagraph above, Concessionaire shall, at Concessionaire's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, Concessionaire agrees to preserve County's subrogation rights in all such matters that may arise that are covered by Concessionaire's insurance. Neither these requirements nor the County's review or acceptance of Concessionaire's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the Concessionaire under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

- a. **Commercial General Liability.** Concessionaire agrees to maintain Commercial General Liability insurance at a limit of not less than \$5,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent Concessionaires and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.
- b. **Commercial/Business Automobile Liability Insurance.** If applicable to the services covered by this Agreement, Concessionaire shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$5,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

- c. Environmental Impairment (Pollution) Liability. If Concessionaire will be transporting waste or will be disposing of waste or products under this Agreement, then Concessionaire agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$5,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.
- d. Workers' Compensation. Concessionaire agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.
- e. Umbrella or Excess Liability. Concessionaire may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Concessionaire agrees to list DANE County as an "Additional Insured" on its Umbrella or Excess Liability policy.
- f. Concessionaire, at its own expense, shall insure all Leasehold Improvements and furnishings, fixtures and equipment for fire, extended coverage, vandalism, and malicious mischief. Such insurance shall be in an amount equal to the full insurable replacement value of such improvements. All property insurance policies obtained by Concessionaire shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder and shall contain a waiver of subrogation provision in favor of the County. Concessionaire and County agree that any payments received by either from such insuring companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of said Leasehold Improvements and repair or replacement of leasehold improvements, furnishings, fixtures and equipment

Subsection 14.3 Required Provisions.

- a. Insurer's Requirement. All of the insurance shall be provided on policy forms and through companies satisfactory to County, and shall have a minimum AM Best's rating of A- VIII
- b. Additional Insured. County, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Concessionaire; products and completed operations of Concessionaire; premises occupied or used by Concessionaire; and vehicles owned, leased, hired or borrowed by Concessionaire. The

coverage shall contain no special limitations on the scope of protection afforded to County, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of County.

- c. **Provider's Insurance Shall be Primary.** For any claims related to this Agreement, Concessionaire's insurance shall be primary insurance with respect to County, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by County, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. Concessionaire's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability
- d. **Cancellation Notice.** Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the Concessionaire, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to County.
- e. **Evidences of Insurance.** Prior to execution of the Agreement, Concessionaire shall file with County a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.
- f. **Sub-Contractors.** In the event that Concessionaire employs sub-contractors as part of this Agreement, it shall be the Concessionaire's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Subsection 14.4 Insurance Waivers. The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's Risk Manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this Agreement.

SECTION 15 – DAMAGE OR DESTRUCTION OF PREMISES IN TERMINAL BUILDING

Subsection 15.1 Partial Damage. If all or a portion of the Terminal Building Premises is partially damaged by fire, explosion, the elements, public enemy, or other casualty, but not rendered

untenantable, the same will be repaired with due diligence by County subject to the limitations of Subsection 15.4; provided, however, to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing County for the cost and expenses insured in such repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its subConcessionaires, agents, or employees.

Subsection 15.2 Extensive Damage. If the damages referred to in Subsection 15.1 shall be so extensive as to render the Terminal Building Premises untenantable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by County subject to the limitations of Subsection 15.4; and, the charges payable herein for the Minimum Annual Guarantee under Subsection 5.1 shall abate from the time of such damage or destruction until such time as the said Leased Premises are fully restored and certified by County's Engineers as ready for occupancy; provided, however, the said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing County for the cost and expenses incurred in such repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its subConcessionaires, agents, or employees. Rents payable for the leased areas in the Terminal Building and/or Ready/Return Block will only abate if the County is unable to provide alternative space for Concessionaire to conduct its business.

Subsection 15.3 Complete Destruction. In the event the Terminal Building Premises are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they are untenantable and cannot be replaced for more than thirty (30) days, County shall undertake the repair, replacement, and reconstruction of said Leased Premises; and charges payable herein for the Minimum Annual Guarantee under Subsection 5.1, shall abate as of the time of such damage or destruction until such time as the said Premises are fully restored and certified by County's Director as ready for occupancy; provided, however, the said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing County for the costs and expenses incurred in said repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its subConcessionaires, agents, or employees; provided further, however, if within 120 days after the time of such damage or destruction said Leased Premises shall not have been repaired or reconstructed, Concessionaire may cancel this Agreement in its entirety. Rents payable for the leased areas in the Terminal Building and/or Ready/Return Block will only abate if the County is unable to provide alternative space for Concessionaire to conduct its business.

Subsection 15.4 Limits of County's Obligations Defined. It is understood that, in the application of the foregoing Subsections, County's obligations shall be limited to repair or reconstruction of the Terminal Building Premises to the same extent and of equal quality as obtained at the commencement of

operations hereunder, subject to funding and appropriation. Redecoration and replacement of furniture, fixtures, equipment, and supplies shall be the responsibility of Concessionaire and any such redecoration and refurbishing/re-equipping shall be of equivalent quality to that originally installed hereunder.

SECTION 16 – CANCELLATION

Subsection 16.1 Cancellation by Concessionaire. Concessionaire may cancel this Agreement and terminate all its obligations hereunder upon or after the happening of one or more of the following events and provided that Concessionaire is not in default in the payment of any fees or charges to County:

- a. The abandonment of the Airport as an airline terminal or the removal of all certificated passenger airline service from the Airport for a period of no less than thirty (30) consecutive days.
- b. The inability of Concessionaire to use the Airport for a period of longer than ninety (90) days, because of the issuance of any order, rule, or regulation by any competent governmental authority or court having jurisdiction over Concessionaire or County, preventing Concessionaire from operating its business; provided, however, that such inability or such order, rule, or regulation is not primarily due to any fault of Concessionaire.
- c. The material breach by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such breach for a period of sixty (60) days after receipt from Concessionaire of written notice to remedy the same.

Subsection 16.2 Cancellation by County. County may cancel this Agreement and terminate all of its obligations hereunder at any time that County is not in default, upon or after the happening of any of the following events:

- a. Concessionaire shall file a voluntary petition in bankruptcy; or
- b. Proceedings in bankruptcy shall be instituted against Concessionaire and Concessionaire is thereafter adjudicated bankrupt pursuant to such proceedings; or
- c. A court shall take jurisdiction of Concessionaire and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or
- d. A receiver of Concessionaire's assets shall be appointed; or
- e. Concessionaire voluntarily abandons its conduct of its business at the Airport for a period of thirty (30) days, except if such is due to a labor strike or labor dispute in which Concessionaire is involved; or
- f. Any assignment is made by Concessionaire for the benefit of its creditors; or
- g. If Concessionaire shall fail to perform, keep, and observe all of the covenants and conditions contained in this Agreement 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 Agreement 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; or

- h. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Concessionaire, for a period of at least thirty (30) days, from its Airport operation.

Subsection 16.3 Termination. Should an early termination of this Agreement occur pursuant to the terms of Subsection 16.2 hereof, County shall have the right to re-enter the Leased Premises, make repairs as necessary, and enter into another agreement for the Leased Premises and privileges, or any part thereof, for the remainder of the term hereof.

Subsection 16.4 Notice of Termination. If any of the events enumerated in Subsections 16.1 and 16.2 shall occur and after due notice the defaulting party has failed to cure or correct same, the complaining party may, at any time thereafter during the continuance of said default, terminate this Agreement by notice in writing, such cancellation and termination to be effective upon the date specified in such notice.

SECTION 17 – NO WAIVER BY PAYMENT OR ACCEPTANCE

No waiver of default by either party to this Agreement 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.

SECTION 18 – SURRENDER OF POSSESSION

Upon the termination or expiration of this Agreement, Concessionaire shall forthwith remove from the Leased Premises all goods, chattels, furnishings, fixtures, and equipment owned by Concessionaire and restore the Leased Premises to the condition that existed on the date Concessionaire 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 Concessionaire shall have first paid all rent and fees due County and shall have settled all valid claims of County against Concessionaire. In the event of the failure by Concessionaire 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 Agreement 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 Concessionaire and Concessionaire shall pay County all costs, fees, or other charges incurred by County under such circumstances. Concessionaire

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 Agreement.

SECTION 19 – TAXES AND LICENSES

Concessionaire shall obtain and pay for all taxes, licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other taxes and licenses necessary for the conduct of its operations hereunder.

SECTION 20 – HOLDING OVER

Authorized Holdover - Should Concessionaire holdover said Leased Premises as authorized by the County after this Agreement has terminated in any manner, Concessionaire shall continue such holding over only at sufferance to County. In the event of such holding over, County shall be entitled to collect from Concessionaire, 1.1 times the amount of Year Three's minimum annual guarantee. All other terms and conditions in such holdover shall be the same as herein provided.

Damages For Unauthorized Holding Over - After the termination or expiration of this Lease, County shall have the right to collect from Concessionaire as liquidated damages for any nonconsensual holding over by Concessionaire 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 Concessionaire 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. The provisions herein with respect to the performance bond and liability insurance coverage that Concessionaire is required to furnish shall continue in effect during the term of this Lease and any holding over by Concessionaire, whether such holding over be with or without the approval of County.

SECTION 21 – QUIET ENJOYMENT

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

SECTION 22 – NO LIENS

Concessionaire shall pay for all labor done or materials furnished in the repair, replacement, development, or improvement of the Premises by Concessionaire, and shall keep said Leased Premises and Concessionaire's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Concessionaire's act or omission.

SECTION 23 – AGREEMENT SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the County and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the County for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Dane County Regional Airport. Should the effect of such Agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, County shall terminate this Agreement.

SECTION 24 – RIGHTS AND PRIVILEGES OF COUNTY

- a. County shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Airport, Airport Terminal Building, and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the FAA, and any future changes prescribed from time to time by the FAA.
- b. County's Director is hereby designated as its official representative for the enforcement of all provisions in this Agreement with full power to represent County with dealings with Concessionaire in connection with the rights herein granted.
- c. The Director or designee may enter upon the Leased Premises, now or hereafter leased to Concessionaire hereunder, at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or in the exercise of its governmental functions. Except in the case of an emergency or previous arrangement with the Concessionaire, Director or designee's entry into the Premises shall be during reasonable business hours after providing reasonable advance notice, and in the presence of Concessionaire's representative.
- d. County reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Leased Premises and existing vehicle and pedestrian traffic patterns, as the County deems appropriate, regardless of the desires or views of Concessionaire, and without interference or hindrance.
- e. During the time of war or National Emergency, County shall have the right to lease the landing area of the Airport, or any part of Dane County Regional Airport, thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.
- f. County hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft, now known or hereafter used, landing

at, taking off from, or operating on or in the vicinity of Dane County Regional Airport, and the right to pursue all operations of the Dane County Regional Airport.

- g. County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the County, would limit the usefulness of the Airport, or constitute a hazard to aircraft.
- h. County may from time to time increase the size or capacity of any such Public Aircraft Facilities or Passenger Terminal Building or Common Use Portion of the Airport or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.
- i. This Agreement at any time may be reopened for renegotiation if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration (TSA) Security Requirements, FAR Part 139 and CFR 1542 respectively, result in major expenditures to County due to Concessionaire's tenancy on the Dane County Regional Airport. If said renegotiation is desired, written notice must be given to Concessionaire sixty (60) days prior to such renegotiations.

SECTION 25 – ACCESS CONTROL

- a. Concessionaire shall upon termination of this agreement return all issued keys and access control media to County. If all issued keys and access control media are not returned to County at the termination of this Agreement Concessionaire shall pay to County cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.
- b. Concessionaire is responsible for all keys and access control media issued to employees of Concessionaire. If a key or access control media is lost, Concessionaire shall immediately notify County and shall pay to County cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.

SECTION 26 – NO PERSONAL LIABILITY

Under no circumstances shall any trustee, officer, official, commissioner, Director, manager, member, partner or employee of County have any personal liability arising out of this Agreement, and Concessionaire shall not seek or claim any such personal liability.

SECTION 27 – CONTROLLING LAW AND VENUE

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

SECTION 28 – COPIES VALID

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

SECTION 29 – NOTIFICATION

Concessionaire shall:

- 1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify County in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Concessionaire with respect thereto.
- 2) Promptly notify County of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Concessionaire contained in this Agreement to be untrue.
- 3) Notify County, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, related to the Airport, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Concessionaire or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Concessionaire or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Concessionaire or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

SECTION 30 – SEVERABILITY

The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

SECTION 31 – ASSIGNMENT, SUBLET, AND TRANSFER

Concessionaire shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of County. This Agreement shall be binding on the heirs,

successors, and assigns of each party hereto. Concessionaire shall provide not less than forty-five (45) days advance written notice of any intended sublet or transfer. Concessionaire shall not complete the intended assignment until after it receives County Board approval as evidenced by an executed lease assignment. Any unauthorized assignment, sublet, or transfer is void.

SECTION 32 – NO WAIVER

The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

SECTION 33 – CONFLICTS OF INTEREST AND FINANCIAL INTEREST PROHIBITED

Concessionaire covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Concessionaire further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Concessionaire or its employee must be disclosed to County.

Under s. 946.13, Wis. Stats. County employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a County employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the County.

SECTION 34 – ENTIRE AGREEMENT

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

SECTION 35 – AMENDMENT

This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

SECTION 36 – TIME COMPUTATION

Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

SECTION 37 – NOTICES

Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of postmark plus four (4) days if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth below; or one (1) business day after deposit with a nationally recognized overnight courier service. A party changing its address shall notify the other party in writing within a reasonable time.

To the County: Dane County Regional Airport
 County of Dane, Wisconsin
 4000 International Lane
 Madison, WI 53704

To the Concessionaire: The Hertz Corporation
 8501 Williams Road
 Estero, Florida 33928
 Attn: Jim Boucher, Vice President, Global Real Estate and Facilities

SECTION 38 – PUBLIC RECORD LAW

Concessionaire understands and acknowledges that County is subject to the Public Records Law of the State of Wisconsin. As such, Concessionaire agrees to retain all records as defined by Wisconsin Statute §19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Concessionaire agrees to assist County in complying with any public records request that County receives pertaining to this Agreement. Additionally, Concessionaire agrees to indemnify and hold harmless County, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Concessionaire's actions or omissions which contribute to County's inability to comply with the Public Records Law. In the event that Concessionaire decides not to retain its records for a period of seven (7) years, then it shall provide written notice to County whereupon County shall take custody of said records assuming such records are not already maintained by County. This provision shall survive the termination of this Agreement.

SECTION 39 – CONSTRUCTION

This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

SECTION 40 – LIMITATION OF AGREEMENT

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

SECTION 41 – COMPLIANCE WITH LAW

The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

SECTION 43 – GOOD STANDING

Concessionaire affirms that it is a Concessionaire duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Concessionaire is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

SECTION 44 – INTERPRETATION OF AGREEMENT

Nothing in this Agreement is intended or should be construed as in any way creating or establishing Concessionaire as the partner, agent, representative, or employee of County for any purpose or in any manner whatsoever. Concessionaire is to be and shall remain an independent contractor with respect to all services performed by it under this Agreement 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 Concessionaire for work performed under this Agreement. Concessionaire agrees to indemnify and save County harmless from any such contributions or taxes or liability therefor.

SECTION 45 – NO INTERFERENCE

The Concessionaire and County agree that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the Airport.

SECTION 46 – EXECUTION

- a. The parties agree that execution of this document may be made by electronic signatures.
The parties may make electronic signatures by typing the name of the authorized signature followed by the words, “electronically signed” or by any other electronic means representing an authorized signature by Concessionaire. Concessionaire shall ensure that only authorized persons may affix electronic signatures to this Agreement and County may rely that the electronic signature provided by Concessionaire is authentic.
- b. This Agreement has no effect until signed by both parties. The submission of this Agreement to Concessionaire for examination does not constitute an offer. Concessionaire warrants that the persons executing this Agreement on its behalf are authorized to do so.

SECTION 47 – COUNTERPARTS

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

SECTION 48 – SURVIVAL

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

SECTION 50 – 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 Agreement or for failure to observe any of the covenants of this Agreement, Concessionaire agrees to pay to County reasonable attorney's fees incurred by County in the suit, action or proceeding.

SECTION 51 – MORE FAVORABLE TERMS

In the event the County shall enter into any lease or agreement with any other rental car operator within the Terminal Building, that agreement will not contain more favorable terms than this Agreement, unless the same rights, privileges, and more favorable terms are concurrently made available to Concessionaire.

IN WITNESS WHEREOF, County and Concessionaire, by their respective authorized agents, have caused this Agreement and its Exhibits to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR CONCESSIONAIRE:



Jim Boucher
Vice President of Global Real Estate and Facilities

07/07/2026
Date

* * *

FOR COUNTY:

Melissa Agard
Dane County Executive

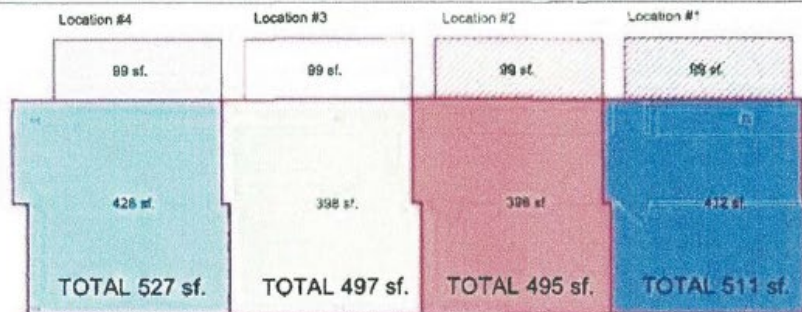
Date

Scott McDonell
Dane County Clerk

Date

EXHIBIT A1 – LEASED PREMISES – TERMINAL BUILDING COUNTER AND OFFICES

CAR RENTAL COUNTER AREAS



Location 1 - Selected By:
The Hertz Corporation - Hertz

Jackie Asan

Location 2 - Selected By:
Midwestern Wheels, Inc - Avis and Budget

W. J. Wallenberger

Location 3 - Selected By:
Enterprise Rent-A-Car Company of Wisconsin, LLC - Enterprise

Paul C. Johnson

Location 4 - Selected By:
Enterprise Rent-A-Car Company of Wisconsin, LLC - Alamo & National

Paul C. Johnson



EXHIBIT A2 – LEASED PREMISES – PARKING RAMP

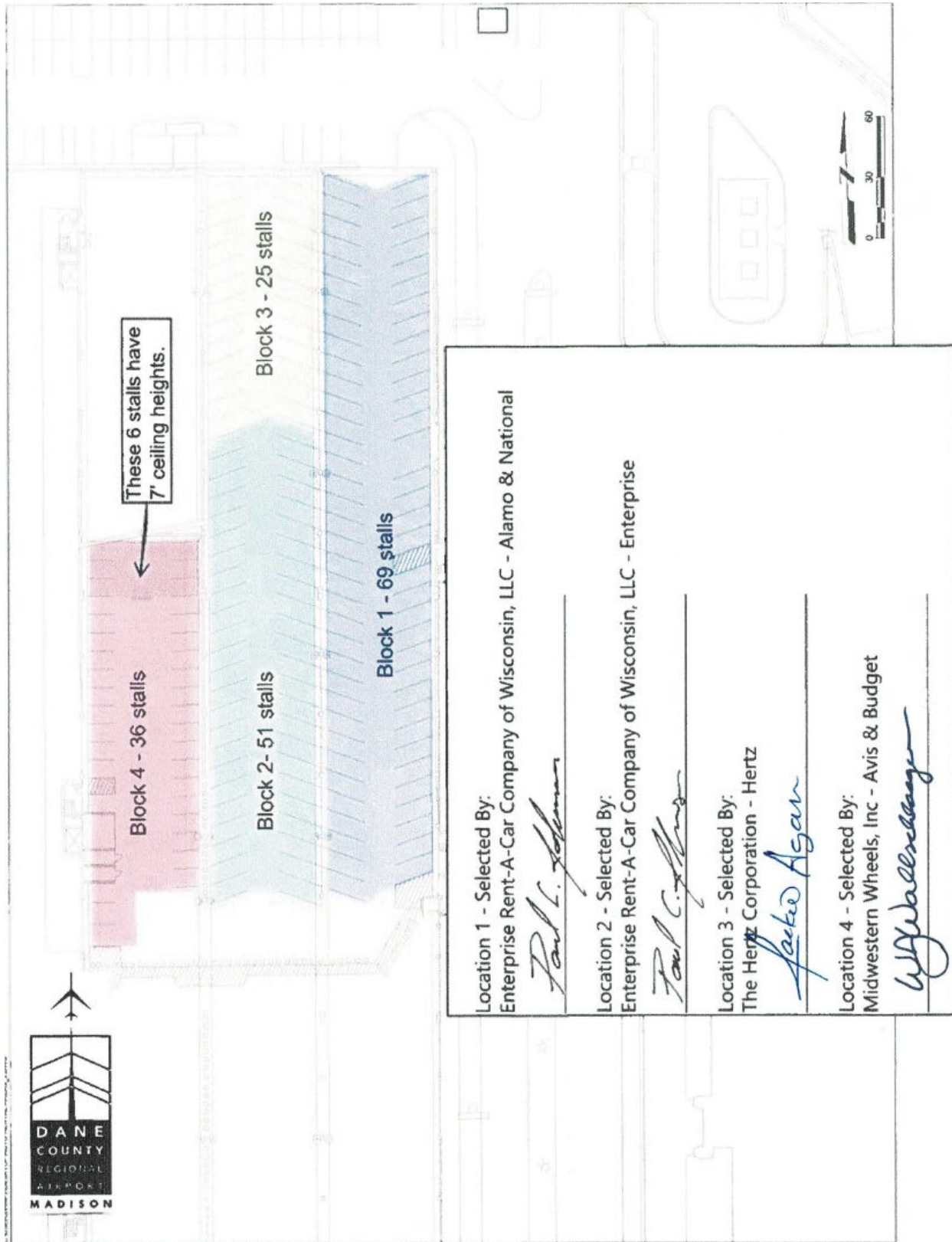


EXHIBIT A3 – LEASED PREMISES – SURFACE PARKING LOT

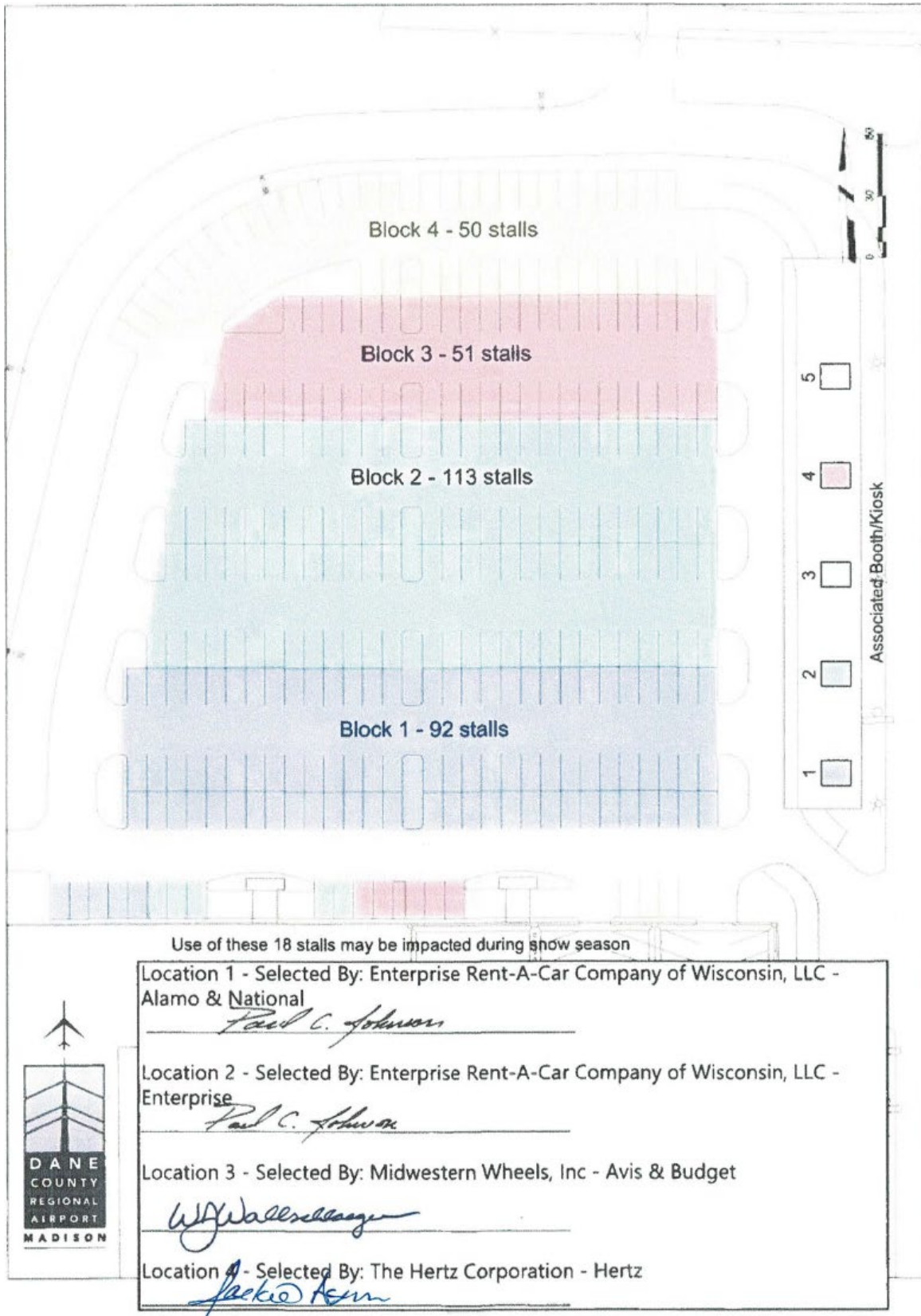


EXHIBIT B – RENTAL CAR MONTHLY REPORT

**DANE COUNTY REGIONAL AIRPORT
RENTAL CAR MONTHLY REPORT OF GROSS REVENUES**

FOR THE MONTH OF _____

CONCESSIONAIRE _____

Gross Revenue:

Time and Mileage	\$ _____
Fuel	\$ _____
Insurance	\$ _____
Ancillary Charges (GPS, Car Seats, Etc)	\$ _____
Airport Recoup Fee	\$ _____
Miscellaneous	\$ _____
Less: Refunds, Discounts, Coupons, Other credits	\$ _____

Subtotal	\$ _____ 0
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Privilege Fee Due - 10%	\$ _____ 0
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Less: Monthly Guarantee paid 1st of month:	\$ _____
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Privilege Fee Balance Due (1)	\$ _____ 0
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Total Number of Rental Contracts	_____
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Total Number of Rental Days	_____
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CFC Due (2)	\$ _____
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Amount Due with this Report (1) + (2)	\$ _____ 0
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Concessionaire Official Signing and Certifying accuracy of information on this report:

Signature _____

Typed Name & Title _____

Date Signed _____

Phone Number: _____

Email Address: _____

REMIT THIS FORM AND PAYMENT TO:

**ATTN: DIRECTOR
DANE COUNTY REGIONAL AIRPORT
4000 INTERNATIONAL LANE
MADISON, WI 53704**