

CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING
Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin
January 27, 2022, 8:00 a.m.

2020-2022 Board Members: Sara Guild, Chair- Marathon County, Dave Ladick, Vice-Chair - Portage County, Brent Jacobson - Marathon County, Ray Reser - Portage County, Chris Dickinson - Marathon County, Lon Krogwold - Portage County, Kurt Kluck - Marathon County.

Mission Statement: *The mission of the Central Wisconsin Airport is to be the airport of choice by providing a safe, efficient, and competitive operating environment.*

Due to the COVID-19 pandemic, the monthly meeting of the Central Wisconsin Joint Airport Board will have the option for members and the public to call-in via telephone conference. Airport Board members and the public may join the meeting by calling 715-693-2147 and dialing extension 3000 when the voice menu system begins. The conference line will be open to calls five (5) minutes prior to the meeting start time listed above. If board members or members of the public attend the meeting in person, appropriate safety measures, including wearing a face mask and providing adequate social distancing, must be utilized by all in-person attendees.

- 1) Call to Order by Chair Guild at 8:00 a.m.
 - a) Pledge of Allegiance
- 2) Approval of Minutes of the December 17, 2021 Board Meeting
- 3) Public Comment Period: 15-minute time limit
- 4) Marketing Presentation – Advance Media
- 5) Review and Possible Action on Rental Car Concession Agreements
- 6) Review and Possible Action on Runway Shift Design Contract with Becher Hoppe Associates, Inc
- 7) Review and Possible Action on Purchase of Snow Removal Equipment
 - a) Ramp Cupping Plow Under PFC Application 5
 - b) State Funded Replacement of Loader and Attachments for Airside and Landside Snow Removal
- 8) Staff Reports
 - a) Director Report
 - i) Air Service Update
 - ii) Statistics – December 2021
 - iii) Flight Schedule
 - iv) Legislative Update
 - b) Financial Reports
 - i) Revenues and Expenses – Preliminary December 2021
 - ii) Budget Comparison
 - iii) Video Conference Update
 - c) Operations and Project Reports
 - i) Update on Runway 17/35 Reconstruction Project and Runway 17/35 NAVAIDs
 - ii) Solicitation for Planning and Environmental Consultant Services
 - iii) Hiring Update
 - iv) Update on Airport Operations

9) Adjournment

10) Next Scheduled Meeting Date: February 18, 2022 at 8:00 a.m.

Any person planning to attend this meeting who needs some type of special accommodation to participate should call the County Clerk's Office at 715-261-1500 or e-mail infomarathon@co.marathon.wi.us one business day before the meeting.

CENTRAL WISCONSIN JOINT AIRPORT BOARD MEETING MINUTES

CENTRAL WISCONSIN AIRPORT TERMINAL

Conference Room B – East Terminal Upper Level, Mosinee, Wisconsin

December 17, 2021 - 8:00 a.m.

Airport Board:	Sara Guild, Chair Lonnie Krogwold Brent Jacobson – via phone Chris Dickinson	Dave Ladick, Vice Chair Kurt Kluck – Excused Ray Reser
Staff:	Brian Greffe, Airport Director David Drozd, Finance	Mark Cihlar, Assistant Airport Director Julie Ulrick, Badging Coordinator
Visitors:	Caleb Mantik, Central Wisconsin Aviation Brach Crider, Mead & Hunt – via video conference	Karl Kemper, Becher Hoppe

Call to Order: Meeting called to order by Chair Guild at 8:00 a.m.

Approval of Minutes: *Motion by Ladick, second by Reser to approve the minutes of the November 19, 2021 board meeting. Motion carried unanimously.*

Public Comment Period: None.

Recognition of Assistant Airport Director Mark Cihlar in Achieving the Designation of Accredited Airport Executive (A.A.E.) from the American Association of Airport Executives:

The board recognized and congratulated Mark Cihlar for achieving his A.A.E. designation from the American Association of Airport Executives. Cihlar was presented with a plaque from the AAAE President for this great accomplishment. The A.A.E. designation is the highest professional achievement in the field of airport management.

Air Service Development Presentation by Brach Crider, Managing Director for Air Service, Mead and Hunt:

Brach Crider with Mead & Hunt shared an air service presentation that was also presented to the air service development group on December 7th. With the onset of Covid, the travel industry witnessed a drastic drop in passenger traffic that has slowly been rebuilding. Major US airlines have been making the move to utilize larger aircraft, which will impact frequency. United has pulled out of several markets, including CWA, and has over 100 regional aircraft grounded due to pilot shortages. The pilot shortage will also affect DL and AA from increasing flights and capacity. CWA is currently capturing about 40% of its total catchment area, with the abundance of leakage traveling to MSP. Airline route planners look for high airfares, high load factors, high RASM and limited competition. Near and long term true market data shows Florida destinations moving up in the ranks with the increase in leisure travel.

Near and long term opportunities include working with incumbent airlines to expand capacity in current markets with additional frequency or upgauging of aircraft and to aggressively pursue new entrance low cost carriers or ultra low cost carriers into the market.

The next steps should include surveying businesses and the community to drill down markets that will be prioritized and provide the best opportunities, and reach out to potential low cost carriers to present the airport's case. The current airport incentive program includes funds for marketing, plus landing fee and rent reductions for a year. Possible community funding may be needed to supplement a new carrier.

Dave Ladick excused from the meeting and joined by phone at 8:45 a.m.

Review and Possible Action on Remote Meeting Access:

The board discussed bringing back the remote meeting access option to allow for better accessibility for members and the public. Remote access would likely increase board member participation. The board agreed to allow the remote access phone-in option, but prefer in-person attendance by members when at all possible. Closed session discussions must take place with an in-person quorum. ***Motion by Dickinson, second by Krogwold to allow the remote access option via telephone for board members and the public for a period of six months and request staff look into having a video conference option for members and individuals that are related to a specific agenda item. The topic will be reevaluated after the six month period. Motion carried unanimously.***

Staff Reports:

Director Report – Brian Grefe:

Rental Car Update – Proposals for the upcoming car rental contract renewal period are due next Wednesday. The car rental facility can accommodate six rental agencies, currently there are five agencies onsite. Leibowitz & Horton has been contracted for the renewal process.

Statistics – November statistics show ATC down 11% on the month, up 16% on the year. There were no cancellations for month. Enplanements were up 65.9% on the year. Load factors ranged from 75.9% to 81.8%. In comparison to 2019, ATC is down 2.9% and enplanements are down 28.7%.

Flight Schedule – Delta is down to one DTW flight temporarily, with the second flight returning January 11th. United and American both remain at two daily flights and the recent charter flights have all been at full capacity.

Legislative Update – A preliminary injunction was issued by the United States District Court for the Southern District of Georgia which halts enforcement of the vaccine mandate for federal contractors and subcontractors nationwide. General Services Administration and the Department of Homeland Security issued guidance that suspends all federal action to enforce Covid safety protocols. Airports will remain under a face mask mandate until March 18, 2022.

Marshfield Clinic Environmental Sampling – The Marshfield Clinic Research Department requested permission to put a Covid sampler unit onsite for a study being coordinated by Madison. The unit is a small box that would be placed in a public area and would be used for broad samplings. The units are currently in a number of schools, colleges and bars. The research team is trying to get an overall picture of the presence of Covid in the community.

Financial Reports – David Drozd:

Revenues and Expenses – November revenues show farm land rent with a negative for a check that was overpaid to the loggers. Several deposits for November will be deposited in December, as in previous years. Revenues end the month at 97.4% of budget, with PFCs at 167.2% and CFCs at 65.3%. Disbursements are on track at 59.6% of budget, with typical winter supply expenditures coming up in December. Preliminary year end numbers will be available at the December meeting, with final numbers available in February.

Budget Comparison – The budget summary shows year to date revenues over expenses at \$63,886.

Operations & Project Reports – Mark Cihlar:

Update on Runway 17/35 Reconstruction Project and Runway 17/35 NAVAIDs – A ribbon cutting for the Runway 17/35 reconstruction project was held on Monday with good participation from area chamber staff and construction crews. The runway is expected to open today as a visual only runway until final navaid equipment arrives for installation.

Update on Airport Operations – There were several major snow events in November and staffing, equipment, and snow removal operations all went smoothly. Staff worked through the night on 12 hour shifts to keep up with the snowfall. There were a few minor equipment issues, but backup equipment did the job. The variety of snow removal equipment that has been acquired has had a positive impact on operations.

Staff recognized Dave Trombley who completed his ACE program on Airport Security. The board is pleased with the prioritization of the continuing education model in all levels of employment, which develops a strong organization as a whole.

ROLL CALL VOTE TO GO INTO CLOSED SESSION pursuant to Wis. Stat. 19.85(1)(c) For the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: To wit annual performance appraisal of Airport Director Brian Grefe:

10:18 a.m. Motion by Krogwold, second by Reser to move into closed session. Roll call vote: Krogwold, Dickinson, Guild, Reser. All ayes.

MOTION TO RETURN TO OPEN SESSION (No Roll Call vote needed). Discussion, Possible Action and/or Announcements from Closed Session Item:

10:50 a.m. Motion by Dickinson, second by Krogwold to return to open session.

Adjournment: 10:51 a.m. Meeting was called adjourned by Chair Guild.

Next Scheduled Meeting Date: Thursday, January 27, 2021 at 8:00 a.m.

Julie Ulrick, Recording Secretary



Agenda Item Summary

Airport Board Meeting Date: January 27, 2022

Agenda Item Title: #5) Review and Possible Action on Rental Car Concession Agreements

Staff Responsible: Brian Grefe, Airport Director

Background: The existing rental car concession agreements with Avis, Budget, Enterprise, and National/Alamo expire the end of February. In preparation for this, airport staff and CWA's financial consultant Leibowitz & Horton Airport Management Consultants, Inc. started a request for proposals (RFP) process for new three-year agreements. The RFP was issued on November 4, 2021. A non-mandatory preproposal conference was held on November 17, 2021, with interested firms. On or before the published due date, the airport received four proposals from Midwestern Wheels, Inc. d/b/a Avis Rent A Car brand; Vehicle Rental Services, LLC., d/b/a Budget Rent A Car brand; Enterprise Rent-A-Car Company of Wisconsin, LLC d/b/a Enterprise Rent-A-Car brand; and Enterprise Rent-A-Car Company of Wisconsin, LLC d/b/a National Car Rental brand.

Timeline: If approved, these four agreements will begin on March 1, 2022, and terminate on February 28, 2025. Between now and March 1, airport staff will update signage in the parking lot and rental car building to accommodate the new lease premises and remove Alamo from the National/Alamo brand physically and on the website.

Financial Impact: The new agreements will result in an increase in rent and a similar decrease in minimum annual guarantees. The new total annual revenue received from property rental (both building and parking lot) is \$171,880.64 that is up from \$126,623.07 (rental without Hertz) in the current contract. The Minimum Annual Guarantee will decrease from \$156,401.84 to \$110,732. Combined that is an annual decrease of \$21.27. Considering this, annual revenues still are projected to increase compared to the existing contract. This is because the concession fee is either the Minimum Annual Guarantee or 10% of gross revenues, whichever is higher. Gross revenues are expected to be well over both the current and future minimums. For example, Gross revenues for January – August 2021 were \$2.3M.

Contributions to Airport Goals: This action supports the 2022 Annual Airport Goal #2 of engage in business planning. These agreements will help to ensure sustainable revenues from rental car operators. It will also provide our rental car partners business continuity and support for the term of these agreements.

Recommended Action: Airport staff recommends approving the rental car concession agreements with Midwestern Wheels, Inc. d/b/a Avis Rent A Car brand; Vehicle Rental Services, LLC., d/b/a Budget Rent A Car brand; Enterprise Rent-A-Car Company of Wisconsin, LLC d/b/a Enterprise Rent-A-Car brand; and Enterprise Rent-A-Car Company of Wisconsin, LLC d/b/a National Car Rental brand.

Attachment(s): Agreements for signature

CONCESSION AGREEMENT

NON-EXCLUSIVE RENTAL CAR CONCESSION
Central Wisconsin Airport
Mosinee, Wisconsin

between

Central Wisconsin Joint Airport Board

and

Enterprise Rent-A-Car Company of Wisconsin, LLC
Concessionaire

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**RENTAL CAR CONCESSION
Central Wisconsin Airport
Mosinee, Wisconsin**

THIS CONCESSION AGREEMENT ("Agreement") is made and entered into this _____ day of January, 2022, by and between the County of Marathon and the County of Portage (municipal corporations of the State of Wisconsin) by their **CENTRAL WISCONSIN JOINT AIRPORT BOARD**, (hereinafter referred to as "Board") and **ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC**, (hereinafter referred to as "Concessionaire"), a limited liability company d/b/a Enterprise Rent-A-Car brand.

WITNESSETH:

WHEREAS, Board controls, owns, operates, and maintains an airport in Marathon County, Wisconsin, known as Central Wisconsin Airport (hereinafter referred to as "**Airport**"), and has the power to grant rights and privileges with respect thereto, and

WHEREAS, the Board has determined it to be in the best interests of the public and the Board 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. "Airport Director" shall mean the Airport Director of the Central Wisconsin Airport, or his or her designee.
3. "Gross Revenues" as used herein shall mean, as determined in the reasonable discretion of the Board, 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.

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 the Board (Resolution R-02-17, effective March 1, 2017) and 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 shall be included as Gross Revenue under this Agreement.

4. "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.

5. "Operations Year" shall mean March 1 through February 28 or 29 of each year.

6. "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.

7. "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.

8. "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. Employee parking shall only be allowed in those areas designated by the Airport.
9. "Rental Car Facility" shall mean the rental car facility adjacent to the commercial terminal building at the Airport.
10. "Terminal Building" shall mean the commercial terminal building at the Airport.
11. "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.
12. "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.
13. "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

a. Board hereby leases to Concessionaire and Concessionaire hereby agrees to lease from Board the following premises, which, collectively, are hereinafter called the "Leased Premises": Six Hundred Twenty (620) square feet of counter/office/queuing area (Counter 2) in the Rental Car Facility and Block 3 in the ready/return area containing approximately Forty-Eight (48) ready/return parking spaces outside and adjacent to the Rental Car Facility. Said Leased Premises is more particularly shown on **Exhibit A1 and Exhibit A2** attached hereto and by this reference made a part hereof.

b. 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 March 1, 2022, and terminating on February 28, 2025, 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 to meet all reasonably foreseeable demands of the traveling public. Concessionaire is limited to operating the brand specifically listed in their submitted proposal. It being understood that no more than one brand 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. Concessionaire understands and agrees that it shall not engage in any other business on the Airport under this Agreement. Concessionaire shall be prohibited from operating at the Airport under any brand other than the brand it designated on its Qualifications Form. Any requests for changes to this arrangement will not be approved.
- b. 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 Airport Director.
- c. The right of ingress and egress to and from the 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.
- d. Concessionaire shall install no signs on or about the Premises without the prior written approval of the Airport Director, said approval being solely discretionary with the Airport Director. For purposes of this Section, 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 Airport 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 Airport Director.
- e. The right for Concessionaire's employees, in common with other employees of tenants of the

Rental Car Facility and Terminal Building, to use vehicular parking space provided by Board, subject to the payment of reasonable charges as set by the Board.

- f. *Airport Concession Disadvantaged Business Enterprise Program*
 - a. 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.
 - b. 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.
 - c. Each year Concessionaire no later than February 1st shall provide to Board 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. A sample reporting form is provided as Exhibit C. Concessionaire may use the sample report provided or a form of similar level of detail satisfactory to the Board.

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 Board 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 Board 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 Guaranteed "MAG":

March 1, 2022 to February 28, 2023	\$ 35,111
March 1, 2023 to February 29, 2024	\$ 35,112
March 1, 2024 to February 28, 2025	\$ 35,113

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 Airport 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 Board 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 Board upon Concessionaire’s customers. The Board 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 Airport 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 Board; (d) Concessionaire shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that the Board is requiring the pass through of such fee.

b. Rent for Premises located in the Rental Car Facility Concessionaire shall pay to the Board, in advance, on the 1st day of each month the following rent:

1. For the period commencing March 1, 2022 through December 31, 2022, Concessionaire shall pay the sum of Twenty-Two Dollars and Seventy-Six Cents (\$22.76) per square foot per annum for Six Hundred Twenty (620) square feet of counter/office/queuing position in the Rental Car Facility. Thereafter, commencing January 1, 2023, January 1, 2024 and January 1, 2025 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 March 1, 2022 through February 28, 2025, Concessionaire shall pay the sum of Two Thousand Four Hundred Dollars (\$2,400), per month for Ready/Return Block 3 as shown on Exhibit A2.

c. Additional Fees

1. The Concessionaire shall collect the CFCs on behalf of the Airport and remit to the Board, in accordance with the Board's CFC resolution, the full amount of the Transaction Day fee collected from each Rental Car customer.
2. Additional fees may include charges for special items or activities including, but not limited to overflow parking, employee parking, badging fees and fees for rental car vehicles parked in spaces or areas not assigned to the Concessionaire. The Board may assess reasonable, non-discriminatory charges for these special items or activities. All new charges will be reviewed with Concessionaire prior to implementation. Other charges payable by Concessionaire, shall be paid by Concessionaire to Board no later than fifteen (15) days following receipt by Concessionaire of billing therefor.

- d. Any and all payments due to the Board by Concessionaire shall be made payable to "Marathon County Treasurer" and remitted to the following address:

Central Wisconsin Airport
Attn: Airport Director
100 CWA Drive, Suite 227
Mosinee, WI 54455

- 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 the event that the following condition exists during the term of this Agreement, the minimum annual guarantee hereinabove provided for in Section 5(a)(1)(b) shall be abated for the period of time the condition exists:

1. A major traffic reduction at the Airport. A major traffic reduction shall be defined as a not less than twenty percent (20%) reduction in the number of passengers deplaning

on scheduled airline flights at the Airport during any period of two (2) consecutive calendar months as compared to the number of such deplaning passengers in the same calendar months during the preceding calendar year.

2. The abatement amount for those months that are abated as defined in Section 5(f)(1) will be the prorated reduction of that month's 1/12th payment of the minimum annual guarantee. For example, if May, June and July have a traffic reduction of 27%, 30% and 26% respectively, then the 1/12th minimum annual guarantee payment for May would be reduced by 27%, June would be reduced by 30%, and July would be reduced by 26%.

3. If the major traffic reduction continues for additional months, the proportional abatement will continue as well, until there is a month when traffic does not fall below the 20% threshold, at which time the full minimum annual guarantee payment shall be made for such month.

4. This major traffic reduction can only be identified after any two-month period ends; however, the major traffic reduction exists for any two-month period when all two months had a not less than 20% reduction in passenger deplanements. Overpayments of the MAG will be credited to the Concessionaire during the year-end reconciliation process described in Section 5(e).

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 Board, in such detail and on the statement form designated as Exhibit B or as may reasonably be specified by Board, 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 Board set forth in Subsection 5.1(a) are to be computed, said Exhibit B statement to be signed by a responsible accounting officer of Concessionaire. Board 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 Board and to provide any such additional information Board may reasonably request. Concessionaire shall keep full and accurate books and records showing all of its Gross Revenues hereunder, and Board 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 Board 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 Board a written statement, certified by an independent Certified Public Accountant, to Board stating that in his or her opinion the Percentage Fees paid by Concessionaire to Board 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 Board within ninety (90) days of the end of each Operations Year. Such statement shall also contain a list of the Gross Revenues, by month, as shown on the books and records of Concessionaire and which were used to compute the Percentage Fee payments made to Board during the period covered by said statement.
- c. Delinquent Rentals and Fees. Without waiving any other right or action available to Board in the event of default in the payment of charges or fees payable to Board, pursuant to this Agreement, Concessionaire shall pay to Board a late payment fee of Fifty Dollars (\$50.00) per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such payment was due and payable until paid.

Subsection 6.2 Audit. Board 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 and Privilege Fee 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 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 due shall forthwith be paid by Concessionaire to Board with interest thereon at one and one-half percent (1.5%) per month from the date such additional Privilege Fee became due.

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

Subsection 7.1 - Building Services

- a. Board Improvements and Services. Board shall initially and upon any renovation or relocation insure 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. Board shall provide and maintain water, sewer, general lighting, electrical power, and heating and air-conditioning for the Rental Car Facility. 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 Airport 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 Airport 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 Airport 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 Airport 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 Airport Director. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to Airport Director for review prior to commencement of construction; after final approval by the Airport Director, Airport 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, ul. Any approval given by Board 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 Board shall extend to and include architectural and aesthetic matters and Board 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 Airport Director approval.
- d. Disapprovals. In the event of disapproval by Board of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Airport Director. Board 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 Board, and no alterations or improvements shall be made to or upon the Leased Premises without the prior written approval of Airport Director.
- e. Provision of As-Built Drawings. Upon completion of any construction project, Concessionaire shall provide Board two (2) completed sets of as-built drawings in reproducible form as

specified by Board. Concessionaire agrees that, upon the request of Board, Concessionaire will inspect the Leased Premises jointly with Board 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 Board, at no cost to Board.

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

Subsection 8.3 Alterations and Improvements to Airport. Concessionaire acknowledges that from time to time Board may undertake construction, repair, or other activities related to the operation, maintenance and repair of the Rental Car Facility or Terminal Building which may temporarily affect Concessionaire's operations hereunder. Concessionaire agrees to accommodate Board in such matters, even though Concessionaire's own activities may be inconvenienced, and Concessionaire agrees that no liability shall attach to Board, its members, employees, or agents by reason of such inconvenience or impairment. It is agreed that in the event such activities of Board 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 Airport Director. Concessionaire agrees that if relocation is required that Concessionaire shall move its operations as reasonably directed by Airport Director and said move is at Board's expense as determined by the Airport Director.

Subsection 8.4 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 Airport 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. Board agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the Airport, including the Rental Car Facility 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.** Board shall provide, or cause to be provided, structural maintenance of the Rental Car Facility and shall provide, or cause to be provided, the washing of all windows (on the outside of the Rental Car Facility only) in the Leased Premises at periodic intervals.
 - c. **Maintain Access.** Board shall, throughout the term of this Agreement, maintain all airport-owned roads on the Airport giving access to the Rental Car Facility in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Rental Car Facility over said road at all times. Board reserves the right to reasonably restrict access to the Rental Car Facility 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 Rental Car Facility, as provided in Subsection 9.1, Concessionaire shall be obligated, without cost to Board, 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 Airport Director. Concessionaire shall be obligated, without cost to Board, to provide custodial service to Leased Premises, excluding the queuing space in front of the rental car concession counters for which the Board will provide custodial services.
- b. **Hazardous Conditions.** Upon discovery, Concessionaire shall immediately give oral notice to Board of any hazardous or potentially hazardous conditions in the Leased Premises or in the Rental Car Facility. 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 Airport Director. At the direction of said Airport Director, Concessionaire shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.
- c. **Trash and Refuse.** Board 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 Board.

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 Board, and without expense to Board, a surety bond, issued by a surety Concessionaire licensed to transact business in the State of Wisconsin and satisfactory to and approved by Board 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 Board from any liability, losses, or damages arising there from.

Subsection 10.2 Compliance with Federal Aviation Regulations and Security Requirements Parts 14 CFR Part 139 and 49 CFR Parts 1540 and 1542. 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 Board 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.

Subsection 10.3 Security, Performance Bond. During the term of this Agreement, the Board 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 Board, in its sole discretion, in the amount of twenty-five percent (25%) of Concessionaire's Minimum Annual Guarantee for each year hereunder, 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. Concessionaire's counter will be adequately staffed

and hours of operation shall be such that passengers of flights arriving or departing from the terminal will be accommodated. 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 Airport Director of Concessionaire's analysis of the optimum arrangements, but the final determination shall be made by the Airport Director based on their 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 Board. Concessionaire shall abide by all Transportation Security Administration (TSA) requirements for parking of Motor Vehicles near the Rental Car Facility and Terminal Building.

Subsection 11.3 Utilities.

- a. Board 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.
- b. Board 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. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring installation in place.

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 Airport 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 Airport Director, and employees will be appropriately dressed. Clothing will be neat and clean and present a professional appearance. Airport 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.

SECTION 13 – NON-DISCRIMINATION

Subsection 13.1. General Civil Rights Provisions. The Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire.

The 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. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Subsection 13.2. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Concessionaire, for itself, its assignees and successors in interest agrees as follows:

- a. Compliance with Regulations: Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as Exhibit D and which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: Concessionaire, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement 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 Concessionaire's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.
- d. Information and Reports: 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 Concessionaire 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 Concessionaire's noncompliance with the non-discrimination provisions of this Agreement, the Board will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Agreement, 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.

SECTION 14 - INDEMNIFICATION AND INSURANCE

Subsection 14.1 Indemnification. To the fullest extent allowable by law, Concessionaire hereby indemnifies and shall defend and hold harmless, at Concessionaire's expense, Board, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and

expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Concessionaire, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on Board. Concessionaire's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligent or willful misconduct of Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as Board waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Concessionaire shall reimburse Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Subsection 14.2 Concessionaire to Provide General Liability and Automobile Insurance.

Concessionaire shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Insurance of not less than \$5,000,000 per occurrence;
- 3) To the extent that Concessionaire employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

Limits can be met with a combination of primary and excess policies.

Subsection 14.3 Concessionaire to Provide Property and Fire Insurance. 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 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 Board. Concessionaire and Board 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 14.4 Both Concessionaire and Board to Carry Fire Insurance. It is understood that both Concessionaire and Board carry insurance in the form of fire, extended coverage, vandalism, and malicious mischief (hereinafter called "Insurance Coverage") on the leased structural part of the premises, permanent improvements and loss of income, (in the case of Board) and on Leasehold Improvements, furniture, furnishings, equipment, inventory and loss of income, (in the case of Concessionaire), and said Insurance Coverage authorizes a waiver of subrogation between Board and Concessionaire, and the parties wish to enter into such waiver of subrogation to the extent of the said Insurance Coverage; therefore, to the extent that Board collects under its Insurance Coverage, Board waives any and all claims against Concessionaire, its agents, servants, and employees, for loss or damage to Board's property resulting from risks included in said Insurance Coverage; and, to the extent that Concessionaire collects under its Insurance Coverage, Concessionaire waives any and all claims against Board, its agents, servants, and employees, for loss or damage to Concessionaire's property resulting from risks included in said Insurance Coverage. If this waiver by the parties shall render fully any such insurance policy or shall result in the denial of coverage for a party under such policy, then the provision paragraph shall be deemed to be null and void.

Subsection 14.5 Insurance Certificate. A certificate evidencing insurance required by Subsection 14.2 and 14.3 and listing the Central Wisconsin Airport, Board, Marathon County and Portage County as additional insured(s), excluding Workers' Compensation, shall be filed with Board prior to this agreement being executed by Board, and such certificate shall provide that such Insurance Coverage will not be canceled or reduced without at least thirty (30) days prior written notice to Board. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such Insurance Coverage has been renewed shall be filed with Board. If such Insurance Coverage is canceled or reduced, Concessionaire shall within fifteen (15) days after receipt of written notice from Board of such cancellation or reduction in coverage, file with Board a certificate showing that the required insurance has been reinstated or provided through another insurance Concessionaire or companies.

SECTION 15 - DAMAGE OR DESTRUCTION OF PREMISES IN RENTAL CAR FACILITY

Subsection 15.1 Partial Damage. If all or a portion of the Rental Car Facility 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 Board 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 Board 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 Rental Car Facility Premises untenable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by Board 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 Board'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 Board 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 Rental Car Facility and/or Ready/Return Block will only abate if the Board is unable to provide alternative space for Concessionaire to conduct its business.

Subsection 15.3 Complete Destruction. In the event the Rental Car Facility Premises are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they are untenable and cannot be replaced for more than thirty (30) days, Board 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 Board's Airport 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 Board 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 Rental Car Facility and/or Ready/Return Block will only abate if the Board is unable to provide alternative space for Concessionaire to conduct its business.

Subsection 15.4 Limits of Board's Obligations Defined. It is understood that, in the application of the foregoing Subsections, Board's obligations shall be limited to repair or reconstruction of the Rental Car Facility 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 Board:

- 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 Board, 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 Board in the performance of any covenant or agreement herein required to be performed by Board and the failure of Board 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 Board. Board may cancel this Agreement and terminate all of its obligations hereunder at any time that Board 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. The material breach by Concessionaire of any of the covenants or agreements herein contained and the failure of Concessionaire to remedy such breach as hereinafter provided. In this regard it is understood that nonpayment of fees or charges hereunder is a material breach. In the event of such material breach, Board shall give to Concessionaire notice in writing to correct such breach and if such breach shall continue for fifteen (15) business days after the receipt of such notice by Concessionaire, Board may, after the lapse of said fifteen (15) business day period, cancel this Agreement, without forfeiture, waiver, or release of Board's rights to any sum of money due or to become due under the provisions of this Agreement.
- 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, Board 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 - NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

SECTION 18 - SURRENDER OF POSSESSION

Concessionaire shall, upon termination of this Agreement or cancellation, quit and deliver up the Leased Premises and privileges to Board peaceably and quietly, with the Leased Premises being in as good order and condition as the same now are or may be hereafter improved by Concessionaire or Board, reasonable use and wear thereof excepted. In addition to any lien provided by Wisconsin law, Board shall have a specific lien on all property of Concessionaire, and related equipment on the Leased Premises as security for nonpayment. Concessionaire shall have the right to remove all of its trade fixtures and equipment installed or placed by it at its own expense, in, on or about the Premises; subject however, to any valid lien which Board may have thereon for unpaid charges or fees.

SECTION 19 - TAXES AND LICENSES

The Concessionaire (and any successor in interest) covenants that it shall properly elect at the time the lease is executed to irrevocably waive depreciation and investment tax credit with respect to the leased property and/or Leased Premises. The Concessionaire agrees to retain a copy of such election in its records for the entire term of the lease. The Concessionaire further covenants that any publicly recorded document which is recorded in lieu of the lease will also state that neither the Concessionaire nor any successor in interest under the lease will claim depreciation or an investment credit with respect to the

leased property. The term "leased property" for purposes of the foregoing election shall exclude any property (including fixtures, etc.) which was not financed with the proceeds of any "tax-exempt bond", as such term is defined by Section 150 (a)(6) of the Internal Revenue Code of 1986 (the "Code"). Concessionaire shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. Board shall assist Concessionaire where necessary in obtaining said permits.

SECTION 20 - INSPECTION OF PREMISES

Board or its duly authorized representatives, or agents, and other persons for it, may enter upon said Leased Premises at any and all reasonable times during the term of this Agreement for the purpose and conditions hereof or for any other purpose incidental to rights of Board. Except in the case of an emergency or previous arrangement with the Concessionaire, Board's entry into the Premises shall be during reasonable business hours after providing reasonable advance notice, and in the presence of Concessionaire's representative.

SECTION 21 - HOLDING OVER

Should Concessionaire holdover said Leased Premises after this Agreement has terminated in any manner, Concessionaire shall continue such holding over only at sufferance to Board. In the event of such holding over, Board shall be entitled to collect from Concessionaire, 1.0 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.

SECTION 22 - QUIET ENJOYMENT

Board agrees that Concessionaire, upon payment of the fees and charges and all other payments to be paid by Concessionaire under the terms of this Agreement, and upon observing and keeping the agreements and covenants of this Agreement on the part of Concessionaire to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Agreement.

SECTION 23 - 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 24 - SECURITY AGREEMENTS

Board shall provide, or cause to be provided, during the term of this Agreement, all proper and appropriate public fire and police protection similar to that afforded to other Landside tenants or licensees

at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. Concessionaire shall comply with the Airport Security Plan and shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by Concessionaire, shall not in any way be construed to limit or reduce the obligations of Board hereunder.

SECTION 25 - 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 Board 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 Board for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Central Wisconsin 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, Board shall terminate this Agreement.

SECTION 26 - RIGHTS AND PRIVILEGES OF BOARD

- a. Board 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, Rental Car Facility 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. Board's Airport Director is hereby designated as its official representative for the enforcement of all provisions in this Agreement with full power to represent Board with dealings with Concessionaire in connection with the rights herein granted.
- c. The Airport 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, Airport 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. Board 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 Board deems appropriate, regardless of the desires or views of Concessionaire, and without interference or hindrance.
- e. During the time of war or National Emergency, Board shall have the right to lease the landing area of the Airport, or any part of Central Wisconsin 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. Board 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 landing at, taking off from, or operating on or in the vicinity of Central Wisconsin Airport, and the right to pursue all operations of the Central Wisconsin Airport.
- g. Board 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 Board, would limit the usefulness of the Airport, or constitute a hazard to aircraft.
- h. Board 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 Board due to Concessionaire's tenancy on the Central Wisconsin Airport. If said renegotiation is desired, written notice must be given to Concessionaire sixty (60) days prior to such renegotiations.

SECTION 27 - ACCESS CONTROL

- a. Concessionaire shall upon termination of this agreement return all issued keys and access control media to Board. If all issued keys and access control media are not returned to Board at the termination of this Agreement Concessionaire shall pay to Board 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 Board and shall pay to Board cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.

SECTION 28 – NO PERSONAL LIABILITY

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

SECTION 29 – GOVERNING LAW

This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Marathon County, Wisconsin. Each party waives its right to challenge venue.

SECTION 30 – JURY TRIAL WAIVER

The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

SECTION 31 – 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 Board 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 Board 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 Board, 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 32 – 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 33 – 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 Board. 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 assignment, sublet or transfer.

SECTION 34 – 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 35 – CONFLICTS OF INTEREST

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 Board.

SECTION 36 – ENTIRE AND SUPERSEDING AGREEMENT

This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof.

SECTION 37 – 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 38 – 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 39 – NOTICES

NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the Board: Central Wisconsin Airport
Central Wisconsin Joint Airport Board
100 CWA Drive, Suite 227
Mosinee, WI 54455

To the Concessionaire: Enterprise Rent-A-Car Company of Wisconsin, LLC
S17 W22650 Lincoln Avenue
Waukesha, WI 53186

SECTION 40 – PUBLIC RECORD LAW

Concessionaire understands and acknowledges that Board 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 Board in complying with any public records request that Board receives pertaining to this Agreement. Additionally, Concessionaire agrees to indemnify and hold harmless Board, 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 Board'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 Board whereupon Board shall take custody of said records assuming such records are not already maintained by Board. This provision shall survive the termination of this Agreement.

SECTION 41 – 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 42 – NO THIRD PARTY BENEFICIARY

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

SECTION 43 – 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 44 – FORCE MAJEURE

Board shall not be responsible to Concessionaire and Concessionaire shall not be responsible to Board for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

SECTION 45 – 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 46 - INDEPENDENT CONTRACTORS

The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

SECTION 47 – NO INTERFERENCE

The Concessionaire and Board 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 48 – AUTHORITY

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 49 – COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

SECTION 50 – SURVIVAL

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

SECTION 51 – MORE FAVORABLE TERMS

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:

ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC:

By: _____

By: _____

[Handwritten Signature]
Date: 1/4/22

BOARD:

ATTEST:

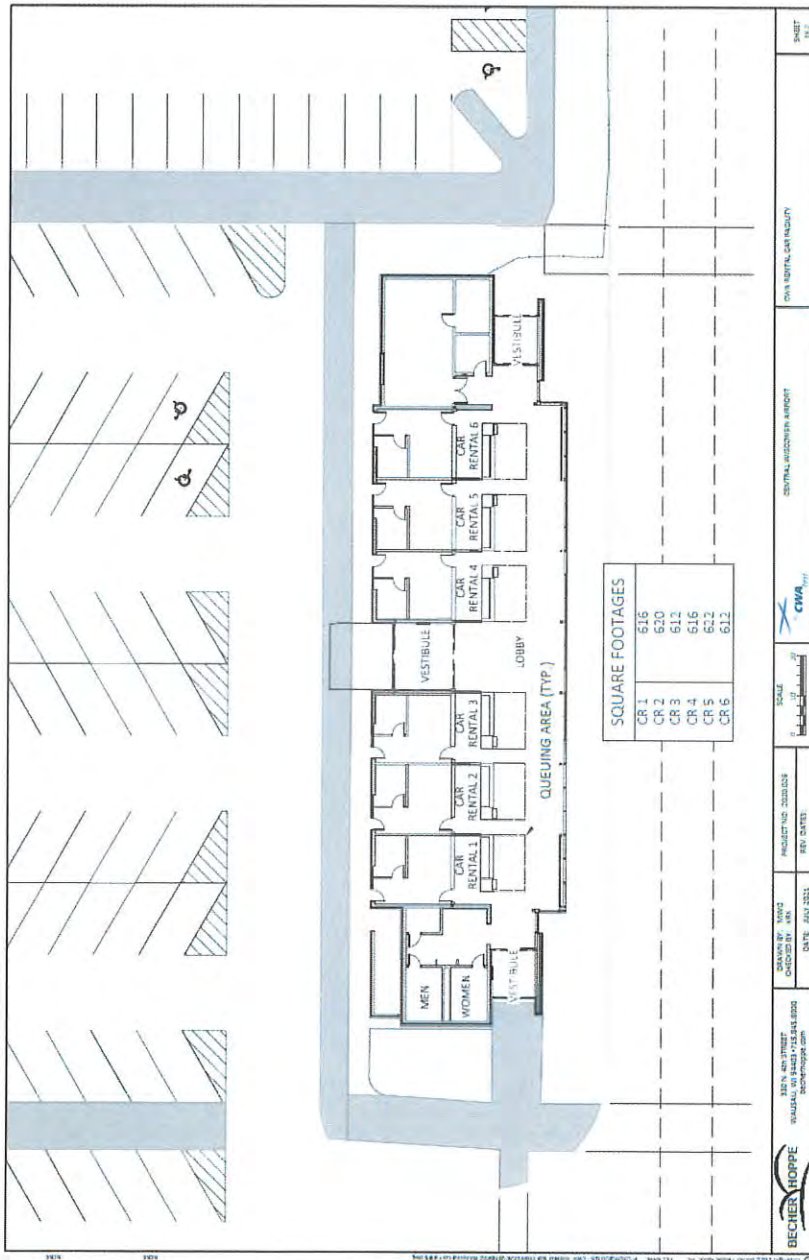
CENTRAL WISCONSIN JOINT AIRPORT BOARD

By: _____

By: _____

Date: _____

EXHIBIT A1 – LEASED PREMISES – RENTAL CAR FACILITY COUNTER AND OFFICES



Car Rental 2 - Selected By:
 Enterprise Rent-A-Car Company of Wisconsin, LLC – dba Enterprise Rent-A-Car

Concessionaire
[Signature] 1/4/12
 Signed Date

Car Rental 3 - Selected By:
 Enterprise Rent-A-Car Company of Wisconsin, LLC – dba National Car Rental

Concessionaire
[Signature] 1/4/12
 Signed Date

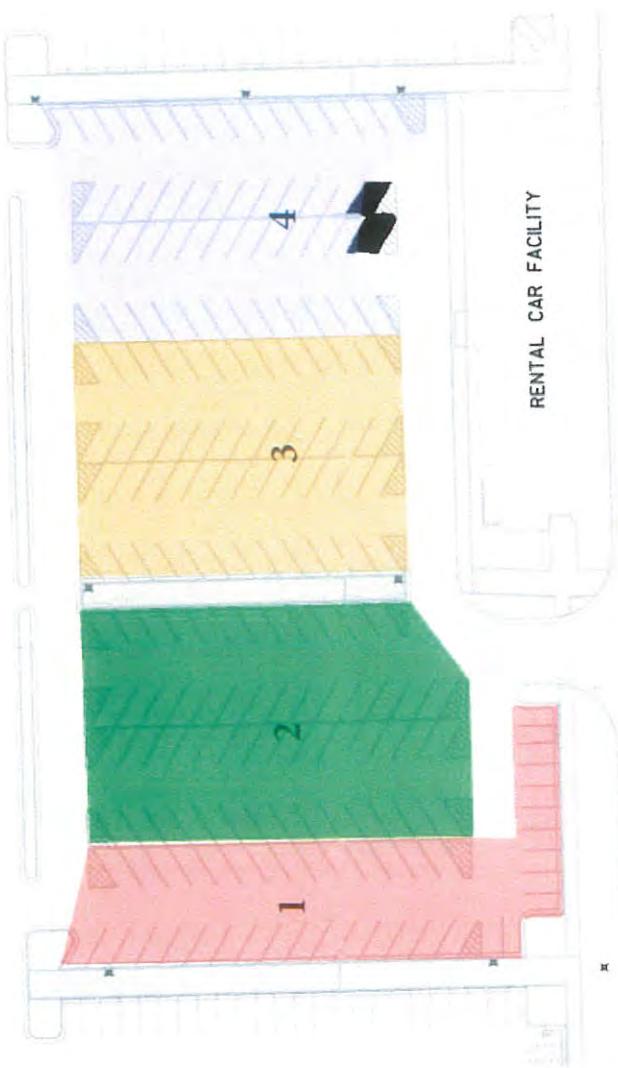
Car Rental 5 - Selected By:
 Midwestern Wheels, Inc – dba Avis Rent A Car

Concessionaire
 Signed Date

Car Rental 6 - Selected By:
 Vehicle Rental Services, LLC – dba Budget Rent A Car

Concessionaire
 Signed Date

EXHIBIT A2 – LEASED PREMISES - READY/RETURN BLOCKS



Block 1 (Red) - 42 stalls
 Block 2 (Green) - 54 stalls
 Block 3 (Orange) - 48 stalls
 Block 4 (Purple) - 49 stalls

Block 1 - Selected By:	
Enterprise Rent-A-Car Company of Wisconsin, LLC – dba National Car Rental	
Concessionaire	
<i>[Signature]</i>	1/4/22
Signed	Date
Block 2 - Selected By:	
Vehicle Rental Services, LLC – dba Budget Rent A Car	
Concessionaire	
Signed	Date
Block 3 - Selected By:	
Enterprise Rent-A-Car Company of Wisconsin, LLC – dba Enterprise Rent-A-Car	
Concessionaire	
<i>[Signature]</i>	1/4/22
Signed	Date
Block 4 - Selected By:	
Midwestern Wheels, Inc – dba Avis Rent A Car	
Concessionaire	
Signed	Date

EXHIBIT B – RENTAL CAR MONTHLY REPORT

CENTRAL WISCONSIN AIRPORT

RENTAL CAR MONTHLY REPORT OF GROSS REVENUES
FOR MONTH OF _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Phone Number: _____

GROSS RENTAL REVENUE: _____

Percentage Fee (10%) _____

Less: Monthly Guarantee paid 1st of month: _____

(1) Privilege Fee Balance Due: _____

Number of Transaction Days: _____

(2) CFC Due (@ \$4.00 per Transaction Day): _____

Amount Due with this report (1) + (2): _____

Number of Transactions _____

Company Official Signing and Certifying accuracy of Information on this report:

Signature: _____

Typed Name and Title: _____

Date signed: _____

Payments should be made payable to the "Marathon County Treasurer"

REMIT THIS FORM AND PAYMENT TO: Central Wisconsin Airport
Attn: Airport Director
100 CWA Drive, Suite 227
Mosinee, WI 54455

EXHIBIT C – SAMPLE RENTAL CAR ACDBE REPORTING FORM

**REPORT OF CERTIFIED ACDBE FORM
(CONCESSIONAIRES/SUBCONCESSIONAIRES/
SUPPLIERS/MANAGEMENT CONTRACTORS - COUNTED TOWARD GOALS)**

Name of Firm _____

Address _____

City/State/Zip _____

Type of Concession _____

Gross Receipts (Total Dollars) _____

List below each Good and Service purchased the preceding fiscal year and which are included in your submission of the Uniform Report of ACDBE Participation. Provide the below information for **all** goods and services purchased whether they are ACDBEs or not.

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (*i.e.*, lease, sublease) Began _____ Date Agreement (*i.e.*, lease, sublease) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American

_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (*i.e.*, lease, sublease) Began _____ Date Agreement (*i.e.*, lease, sublease) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American
_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (*i.e., lease, sublease*) Began _____ Date Agreement (*i.e., lease, sublease*) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American
_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (*i.e., lease, sublease*) Began _____ Date Agreement (*i.e., lease, sublease*) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American
_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

(Use additional sheets as needed)

EXHIBIT D - TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Agreement, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the “Concessionaire”) agrees to comply with the following nondiscrimination 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);
- 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;
- 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 § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

CONCESSION AGREEMENT

NON-EXCLUSIVE RENTAL CAR CONCESSION
Central Wisconsin Airport
Mosinee, Wisconsin

between

Central Wisconsin Joint Airport Board

and

Enterprise Rent-A-Car Company of Wisconsin, LLC
Concessionaire

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**RENTAL CAR CONCESSION
Central Wisconsin Airport
Mosinee, Wisconsin**

THIS CONCESSION AGREEMENT ("Agreement") is made and entered into this _____ day of January, 2022, by and between the County of Marathon and the County of Portage (municipal corporations of the State of Wisconsin) by their **CENTRAL WISCONSIN JOINT AIRPORT BOARD**, (hereinafter referred to as "Board") and **ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC**, (hereinafter referred to as "Concessionaire"), a limited liability company d/b/a National Car Rental brand.

WITNESSETH:

WHEREAS, Board controls, owns, operates, and maintains an airport in Marathon County, Wisconsin, known as Central Wisconsin Airport (hereinafter referred to as "**Airport**"), and has the power to grant rights and privileges with respect thereto, and

WHEREAS, the Board has determined it to be in the best interests of the public and the Board 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. "Airport Director" shall mean the Airport Director of the Central Wisconsin Airport, or his or her designee.
3. "Gross Revenues" as used herein shall mean, as determined in the reasonable discretion of the Board, 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.

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 the Board (Resolution R-02-17, effective March 1, 2017) and 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 shall be included as Gross Revenue under this Agreement.

4. "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.

5. "Operations Year" shall mean March 1 through February 28 or 29 of each year.

6. "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.

7. "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.

8. "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. Employee parking shall only be allowed in those areas designated by the Airport.
9. "Rental Car Facility" shall mean the rental car facility adjacent to the commercial terminal building at the Airport.
10. "Terminal Building" shall mean the commercial terminal building at the Airport.
11. "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.
12. "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.
13. "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

a. Board hereby leases to Concessionaire and Concessionaire hereby agrees to lease from Board the following premises, which, collectively, are hereinafter called the "Leased Premises": Six Hundred Twelve (612) square feet of counter/office/queuing area (Counter 3) in the Rental Car Facility and Block 1 in the ready/return area containing approximately Forty-Two (42) ready/return parking spaces outside and adjacent to the Rental Car Facility. Said Leased Premises is more particularly shown on **Exhibit A1 and Exhibit A2** attached hereto and by this reference made a part hereof.

b. 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 March 1, 2022, and terminating on February 28, 2025, 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 to meet all reasonably foreseeable demands of the traveling public. Concessionaire is limited to operating the brand specifically listed in their submitted proposal. It being understood that no more than one brand 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. Concessionaire understands and agrees that it shall not engage in any other business on the Airport under this Agreement. Concessionaire shall be prohibited from operating at the Airport under any brand other than the brand it designated on its Qualifications Form. Any requests for changes to this arrangement will not be approved.
- b. 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 Airport Director.
- c. The right of ingress and egress to and from the 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.
- d. Concessionaire shall install no signs on or about the Premises without the prior written approval of the Airport Director, said approval being solely discretionary with the Airport Director. For purposes of this Section, 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 Airport 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 Airport Director.
- e. The right for Concessionaire's employees, in common with other employees of tenants of the

Rental Car Facility and Terminal Building, to use vehicular parking space provided by Board, subject to the payment of reasonable charges as set by the Board.

- f. *Airport Concession Disadvantaged Business Enterprise Program*
 - a. 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.
 - b. 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.
 - c. Each year Concessionaire no later than February 1st shall provide to Board 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. A sample reporting form is provided as Exhibit C. Concessionaire may use the sample report provided or a form of similar level of detail satisfactory to the Board.

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 Board 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 Board 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 Guaranteed "MAG":

March 1, 2022 to February 28, 2023	\$ 35,112
March 1, 2023 to February 29, 2024	\$ 35,113
March 1, 2024 to February 28, 2025	\$ 35,114

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 Airport 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 Board 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 Board upon Concessionaire’s customers. The Board 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 Airport 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 Board; (d) Concessionaire shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that the Board is requiring the pass through of such fee.

b. Rent for Premises located in the Rental Car Facility Concessionaire shall pay to the Board, in advance, on the 1st day of each month the following rent:

1. For the period commencing March 1, 2022 through December 31, 2022, Concessionaire shall pay the sum of Twenty-Two Dollars and Seventy-Six Cents (\$22.76) per square foot per annum for Six Hundred Twelve (612) square feet of counter/office/queuing position in the Rental Car Facility. Thereafter, commencing January 1, 2023, January 1, 2024 and January 1, 2025 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 March 1, 2022 through February 28, 2025, Concessionaire shall pay the sum of Two Thousand One Hundred Dollars (\$2,100), per month for Ready/Return Block 1 as shown on Exhibit A2.

c. Additional Fees

1. The Concessionaire shall collect the CFCs on behalf of the Airport and remit to the Board, in accordance with the Board's CFC resolution, the full amount of the Transaction Day fee collected from each Rental Car customer.
2. Additional fees may include charges for special items or activities including, but not limited to overflow parking, employee parking, badging fees and fees for rental car vehicles parked in spaces or areas not assigned to the Concessionaire. The Board may assess reasonable, non-discriminatory charges for these special items or activities. All new charges will be reviewed with Concessionaire prior to implementation. Other charges payable by Concessionaire, shall be paid by Concessionaire to Board no later than fifteen (15) days following receipt by Concessionaire of billing therefor.

d. Any and all payments due to the Board by Concessionaire shall be made payable to "Marathon County Treasurer" and remitted to the following address:

Central Wisconsin Airport
Attn: Airport Director
100 CWA Drive, Suite 227
Mosinee, WI 54455

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 the event that the following condition exists during the term of this Agreement, the minimum annual guarantee hereinabove provided for in Section 5(a)(1)(b) shall be abated for the period of time the condition exists:

1. A major traffic reduction at the Airport. A major traffic reduction shall be defined as a not less than twenty percent (20%) reduction in the number of passengers deplaning

on scheduled airline flights at the Airport during any period of two (2) consecutive calendar months as compared to the number of such deplaning passengers in the same calendar months during the preceding calendar year.

2. The abatement amount for those months that are abated as defined in Section 5(f)(1) will be the prorated reduction of that month's 1/12th payment of the minimum annual guarantee. For example, if May, June and July have a traffic reduction of 27%, 30% and 26% respectively, then the 1/12th minimum annual guarantee payment for May would be reduced by 27%, June would be reduced by 30%, and July would be reduced by 26%.

3. If the major traffic reduction continues for additional months, the proportional abatement will continue as well, until there is a month when traffic does not fall below the 20% threshold, at which time the full minimum annual guarantee payment shall be made for such month.

4. This major traffic reduction can only be identified after any two-month period ends; however, the major traffic reduction exists for any two-month period when all two months had a not less than 20% reduction in passenger deplanements. Overpayments of the MAG will be credited to the Concessionaire during the year-end reconciliation process described in Section 5(e).

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 Board, in such detail and on the statement form designated as Exhibit B or as may reasonably be specified by Board, 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 Board set forth in Subsection 5.1(a) are to be computed, said Exhibit B statement to be signed by a responsible accounting officer of Concessionaire. Board 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 Board and to provide any such additional information Board may reasonably request. Concessionaire shall keep full and accurate books and records showing all of its Gross Revenues hereunder, and Board 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 Board 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 Board a written statement, certified by an independent Certified Public Accountant, to Board stating that in his or her opinion the Percentage Fees paid by Concessionaire to Board 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 Board within ninety (90) days of the end of each Operations Year. Such statement shall also contain a list of the Gross Revenues, by month, as shown on the books and records of Concessionaire and which were used to compute the Percentage Fee payments made to Board during the period covered by said statement.
- c. Delinquent Rentals and Fees. Without waiving any other right or action available to Board in the event of default in the payment of charges or fees payable to Board, pursuant to this Agreement, Concessionaire shall pay to Board a late payment fee of Fifty Dollars (\$50.00) per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such payment was due and payable until paid.

Subsection 6.2 Audit. Board 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 and Privilege Fee 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 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 due shall forthwith be paid by Concessionaire to Board with interest thereon at one and one-half percent (1.5%) per month from the date such additional Privilege Fee became due.

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

Subsection 7.1 - Building Services

- a. Board Improvements and Services. Board shall initially and upon any renovation or relocation insure 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. Board shall provide and maintain water, sewer, general lighting, electrical power, and heating and air-conditioning for the Rental Car Facility. 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 Airport 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 Airport 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 Airport 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 Airport 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 Airport Director. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to Airport Director for review prior to commencement of construction; after final approval by the Airport Director, Airport 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, ul. Any approval given by Board 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 Board shall extend to and include architectural and aesthetic matters and Board 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 Airport Director approval.
- d. Disapprovals. In the event of disapproval by Board of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Airport Director. Board 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 Board, and no alterations or improvements shall be made to or upon the Leased Premises without the prior written approval of Airport Director.
- e. Provision of As-Built Drawings. Upon completion of any construction project, Concessionaire shall provide Board two (2) completed sets of as-built drawings in reproducible form as

specified by Board. Concessionaire agrees that, upon the request of Board, Concessionaire will inspect the Leased Premises jointly with Board 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 Board, at no cost to Board.

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

Subsection 8.3 Alterations and Improvements to Airport. Concessionaire acknowledges that from time to time Board may undertake construction, repair, or other activities related to the operation, maintenance and repair of the Rental Car Facility or Terminal Building which may temporarily affect Concessionaire's operations hereunder. Concessionaire agrees to accommodate Board in such matters, even though Concessionaire's own activities may be inconvenienced, and Concessionaire agrees that no liability shall attach to Board, its members, employees, or agents by reason of such inconvenience or impairment. It is agreed that in the event such activities of Board 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 Airport Director. Concessionaire agrees that if relocation is required that Concessionaire shall move its operations as reasonably directed by Airport Director and said move is at Board's expense as determined by the Airport Director.

Subsection 8.4 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 Airport 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. Board agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the Airport, including the Rental Car Facility 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. Board shall provide, or cause to be provided, structural maintenance of the Rental Car Facility and shall provide, or cause to be provided, the washing of all windows (on the outside of the Rental Car Facility only) in the Leased Premises at periodic intervals.
 - c. Maintain Access. Board shall, throughout the term of this Agreement, maintain all airport-owned roads on the Airport giving access to the Rental Car Facility in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Rental Car Facility over said road at all times. Board reserves the right to reasonably restrict access to the Rental Car Facility 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 Rental Car Facility, as provided in Subsection 9.1, Concessionaire shall be obligated, without cost to Board, 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 Airport Director. Concessionaire shall be obligated, without cost to Board, to provide custodial service to Leased Premises, excluding the queuing space in front of the rental car concession counters for which the Board will provide custodial services.
- b. Hazardous Conditions. Upon discovery, Concessionaire shall immediately give oral notice to Board of any hazardous or potentially hazardous conditions in the Leased Premises or in the Rental Car Facility. 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 Airport Director. At the direction of said Airport Director, Concessionaire shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.
- c. Trash and Refuse. Board 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 Board.

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 Board, and without expense to Board, a surety bond, issued by a surety Concessionaire licensed to transact business in the State of Wisconsin and satisfactory to and approved by Board 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 Board from any liability, losses, or damages arising there from.

Subsection 10.2 Compliance with Federal Aviation Regulations and Security Requirements Parts 14 CFR Part 139 and 49 CFR Parts 1540 and 1542. 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 Board 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.

Subsection 10.3 Security, Performance Bond. During the term of this Agreement, the Board 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 Board, in its sole discretion, in the amount of twenty-five percent (25%) of Concessionaire's Minimum Annual Guarantee for each year hereunder, 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. Concessionaire's counter will be adequately staffed

and hours of operation shall be such that passengers of flights arriving or departing from the terminal will be accommodated. 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 Airport Director of Concessionaire's analysis of the optimum arrangements, but the final determination shall be made by the Airport Director based on their 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 Board. Concessionaire shall abide by all Transportation Security Administration (TSA) requirements for parking of Motor Vehicles near the Rental Car Facility and Terminal Building.

Subsection 11.3 Utilities.

- a. Board 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.
- b. Board 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. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring installation in place.

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 Airport 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 Airport Director, and employees will be appropriately dressed. Clothing will be neat and clean and present a professional appearance. Airport 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.

SECTION 13 – NON-DISCRIMINATION

Subsection 13.1. General Civil Rights Provisions. The Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire.

The 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. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Subsection 13.2. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Concessionaire, for itself, its assignees and successors in interest agrees as follows:

- a. Compliance with Regulations: Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as Exhibit D and which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: Concessionaire, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement 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 Concessionaire's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.
- d. Information and Reports: 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 Concessionaire 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 Concessionaire's noncompliance with the non-discrimination provisions of this Agreement, the Board will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Agreement, 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.

SECTION 14 - INDEMNIFICATION AND INSURANCE

Subsection 14.1 Indemnification. To the fullest extent allowable by law, Concessionaire hereby indemnifies and shall defend and hold harmless, at Concessionaire's expense, Board, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and

expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Concessionaire, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on Board. Concessionaire's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligent or willful misconduct of Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as Board waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Concessionaire shall reimburse Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Subsection 14.2 Concessionaire to Provide General Liability and Automobile Insurance.

Concessionaire shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Insurance of not less than \$5,000,000 per occurrence;
- 3) To the extent that Concessionaire employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

Limits can be met with a combination of primary and excess policies.

Subsection 14.3 Concessionaire to Provide Property and Fire Insurance. 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 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 Board. Concessionaire and Board 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 14.4 Both Concessionaire and Board to Carry Fire Insurance. It is understood that both Concessionaire and Board carry insurance in the form of fire, extended coverage, vandalism, and malicious mischief (hereinafter called "Insurance Coverage") on the leased structural part of the premises, permanent improvements and loss of income, (in the case of Board) and on Leasehold Improvements, furniture, furnishings, equipment, inventory and loss of income, (in the case of Concessionaire), and said Insurance Coverage authorizes a waiver of subrogation between Board and Concessionaire, and the parties wish to enter into such waiver of subrogation to the extent of the said Insurance Coverage; therefore, to the extent that Board collects under its Insurance Coverage, Board waives any and all claims against Concessionaire, its agents, servants, and employees, for loss or damage to Board's property resulting from risks included in said Insurance Coverage; and, to the extent that Concessionaire collects under its Insurance Coverage, Concessionaire waives any and all claims against Board, its agents, servants, and employees, for loss or damage to Concessionaire's property resulting from risks included in said Insurance Coverage. If this waiver by the parties shall render fully any such insurance policy or shall result in the denial of coverage for a party under such policy, then the provision paragraph shall be deemed to be null and void.

Subsection 14.5 Insurance Certificate. A certificate evidencing insurance required by Subsection 14.2 and 14.3 and listing the Central Wisconsin Airport, Board, Marathon County and Portage County as additional insured(s), excluding Workers' Compensation, shall be filed with Board prior to this agreement being executed by Board, and such certificate shall provide that such Insurance Coverage will not be canceled or reduced without at least thirty (30) days prior written notice to Board. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such Insurance Coverage has been renewed shall be filed with Board. If such Insurance Coverage is canceled or reduced, Concessionaire shall within fifteen (15) days after receipt of written notice from Board of such cancellation or reduction in coverage, file with Board a certificate showing that the required insurance has been reinstated or provided through another insurance Concessionaire or companies.

SECTION 15 - DAMAGE OR DESTRUCTION OF PREMISES IN RENTAL CAR FACILITY

Subsection 15.1 Partial Damage. If all or a portion of the Rental Car Facility Premises is partially damaged by fire, explosion, the elements, public enemy, or other casualty, but not rendered untenable, the same will be repaired with due diligence by Board 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 Board 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 Rental Car Facility Premises untenable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by Board 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 Board'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 Board 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 Rental Car Facility and/or Ready/Return Block will only abate if the Board is unable to provide alternative space for Concessionaire to conduct its business.

Subsection 15.3 Complete Destruction. In the event the Rental Car Facility Premises are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they are untenable and cannot be replaced for more than thirty (30) days, Board 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 Board's Airport 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 Board 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 Rental Car Facility and/or Ready/Return Block will only abate if the Board is unable to provide alternative space for Concessionaire to conduct its business.

Subsection 15.4 Limits of Board's Obligations Defined. It is understood that, in the application of the foregoing Subsections, Board's obligations shall be limited to repair or reconstruction of the Rental Car Facility 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 Board:

- 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 Board, 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 Board in the performance of any covenant or agreement herein required to be performed by Board and the failure of Board 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 Board. Board may cancel this Agreement and terminate all of its obligations hereunder at any time that Board 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. The material breach by Concessionaire of any of the covenants or agreements herein contained and the failure of Concessionaire to remedy such breach as hereinafter provided. In this regard it is understood that nonpayment of fees or charges hereunder is a material breach. In the event of such material breach, Board shall give to Concessionaire notice in writing to correct such breach and if such breach shall continue for fifteen (15) business days after the receipt of such notice by Concessionaire, Board may, after the lapse of said fifteen (15) business day period, cancel this Agreement, without forfeiture, waiver, or release of Board's rights to any sum of money due or to become due under the provisions of this Agreement.
- 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, Board 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 - NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

SECTION 18 - SURRENDER OF POSSESSION

Concessionaire shall, upon termination of this Agreement or cancellation, quit and deliver up the Leased Premises and privileges to Board peaceably and quietly, with the Leased Premises being in as good order and condition as the same now are or may be hereafter improved by Concessionaire or Board, reasonable use and wear thereof excepted. In addition to any lien provided by Wisconsin law, Board shall have a specific lien on all property of Concessionaire, and related equipment on the Leased Premises as security for nonpayment. Concessionaire shall have the right to remove all of its trade fixtures and equipment installed or placed by it at its own expense, in, on or about the Premises; subject however, to any valid lien which Board may have thereon for unpaid charges or fees.

SECTION 19 - TAXES AND LICENSES

The Concessionaire (and any successor in interest) covenants that it shall properly elect at the time the lease is executed to irrevocably waive depreciation and investment tax credit with respect to the leased property and/or Leased Premises. The Concessionaire agrees to retain a copy of such election in its records for the entire term of the lease. The Concessionaire further covenants that any publicly recorded document which is recorded in lieu of the lease will also state that neither the Concessionaire nor any successor in interest under the lease will claim depreciation or an investment credit with respect to the

leased property. The term "leased property" for purposes of the foregoing election shall exclude any property (including fixtures, etc.) which was not financed with the proceeds of any "tax-exempt bond", as such term is defined by Section 150 (a)(6) of the Internal Revenue Code of 1986 (the "Code"). Concessionaire shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. Board shall assist Concessionaire where necessary in obtaining said permits.

SECTION 20 - INSPECTION OF PREMISES

Board or its duly authorized representatives, or agents, and other persons for it, may enter upon said Leased Premises at any and all reasonable times during the term of this Agreement for the purpose and conditions hereof or for any other purpose incidental to rights of Board. Except in the case of an emergency or previous arrangement with the Concessionaire, Board's entry into the Premises shall be during reasonable business hours after providing reasonable advance notice, and in the presence of Concessionaire's representative.

SECTION 21 - HOLDING OVER

Should Concessionaire holdover said Leased Premises after this Agreement has terminated in any manner, Concessionaire shall continue such holding over only at sufferance to Board. In the event of such holding over, Board shall be entitled to collect from Concessionaire, 1.0 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.

SECTION 22 - QUIET ENJOYMENT

Board agrees that Concessionaire, upon payment of the fees and charges and all other payments to be paid by Concessionaire under the terms of this Agreement, and upon observing and keeping the agreements and covenants of this Agreement on the part of Concessionaire to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Agreement.

SECTION 23 - 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 24 - SECURITY AGREEMENTS

Board shall provide, or cause to be provided, during the term of this Agreement, all proper and appropriate public fire and police protection similar to that afforded to other Landside tenants or licensees

at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. Concessionaire shall comply with the Airport Security Plan and shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by Concessionaire, shall not in any way be construed to limit or reduce the obligations of Board hereunder.

SECTION 25 - 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 Board 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 Board for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Central Wisconsin 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, Board shall terminate this Agreement.

SECTION 26 - RIGHTS AND PRIVILEGES OF BOARD

- a. Board 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, Rental Car Facility 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. Board's Airport Director is hereby designated as its official representative for the enforcement of all provisions in this Agreement with full power to represent Board with dealings with Concessionaire in connection with the rights herein granted.
- c. The Airport 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, Airport 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. Board 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 Board deems appropriate, regardless of the desires or views of Concessionaire, and without interference or hindrance.
- e. During the time of war or National Emergency, Board shall have the right to lease the landing area of the Airport, or any part of Central Wisconsin 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. Board 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 landing at, taking off from, or operating on or in the vicinity of Central Wisconsin Airport, and the right to pursue all operations of the Central Wisconsin Airport.
- g. Board 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 Board, would limit the usefulness of the Airport, or constitute a hazard to aircraft.
- h. Board 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 Board due to Concessionaire's tenancy on the Central Wisconsin Airport. If said renegotiation is desired, written notice must be given to Concessionaire sixty (60) days prior to such renegotiations.

SECTION 27 - ACCESS CONTROL

- a. Concessionaire shall upon termination of this agreement return all issued keys and access control media to Board. If all issued keys and access control media are not returned to Board at the termination of this Agreement Concessionaire shall pay to Board 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 Board and shall pay to Board cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.

SECTION 28 – NO PERSONAL LIABILITY

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

SECTION 29 – GOVERNING LAW

This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Marathon County, Wisconsin. Each party waives its right to challenge venue.

SECTION 30 – JURY TRIAL WAIVER

The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

SECTION 31 – 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 Board 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 Board 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 Board, 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 32 – 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 33 – 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 Board. 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 assignment, sublet or transfer.

SECTION 34 – 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 35 – CONFLICTS OF INTEREST

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 Board.

SECTION 36 – ENTIRE AND SUPERSEDING AGREEMENT

This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof.

SECTION 37 – 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 38 – 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 39 – NOTICES

NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the Board: Central Wisconsin Airport
Central Wisconsin Joint Airport Board
100 CWA Drive, Suite 227
Mosinee, WI 54455

To the Concessionaire: Enterprise Rent-A-Car Company of Wisconsin, LLC
S17 W22650 Lincoln Avenue
Waukesha, WI 53186

SECTION 40 – PUBLIC RECORD LAW

Concessionaire understands and acknowledges that Board 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 Board in complying with any public records request that Board receives pertaining to this Agreement. Additionally, Concessionaire agrees to indemnify and hold harmless Board, 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 Board'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 Board whereupon Board shall take custody of said records assuming such records are not already maintained by Board. This provision shall survive the termination of this Agreement.

SECTION 41 – 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 42 – NO THIRD PARTY BENEFICIARY

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

SECTION 43 – 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 44 – FORCE MAJEURE

Board shall not be responsible to Concessionaire and Concessionaire shall not be responsible to Board for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

SECTION 45 – 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 46 - INDEPENDENT CONTRACTORS

The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

SECTION 47 – NO INTERFERENCE

The Concessionaire and Board 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 48 – AUTHORITY

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 49 – COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

SECTION 50 – SURVIVAL

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

SECTION 51 – MORE FAVORABLE TERMS

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:

ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC:

By: _____

By: *[Signature]*

Date: 1/4/22

BOARD:

ATTEST:

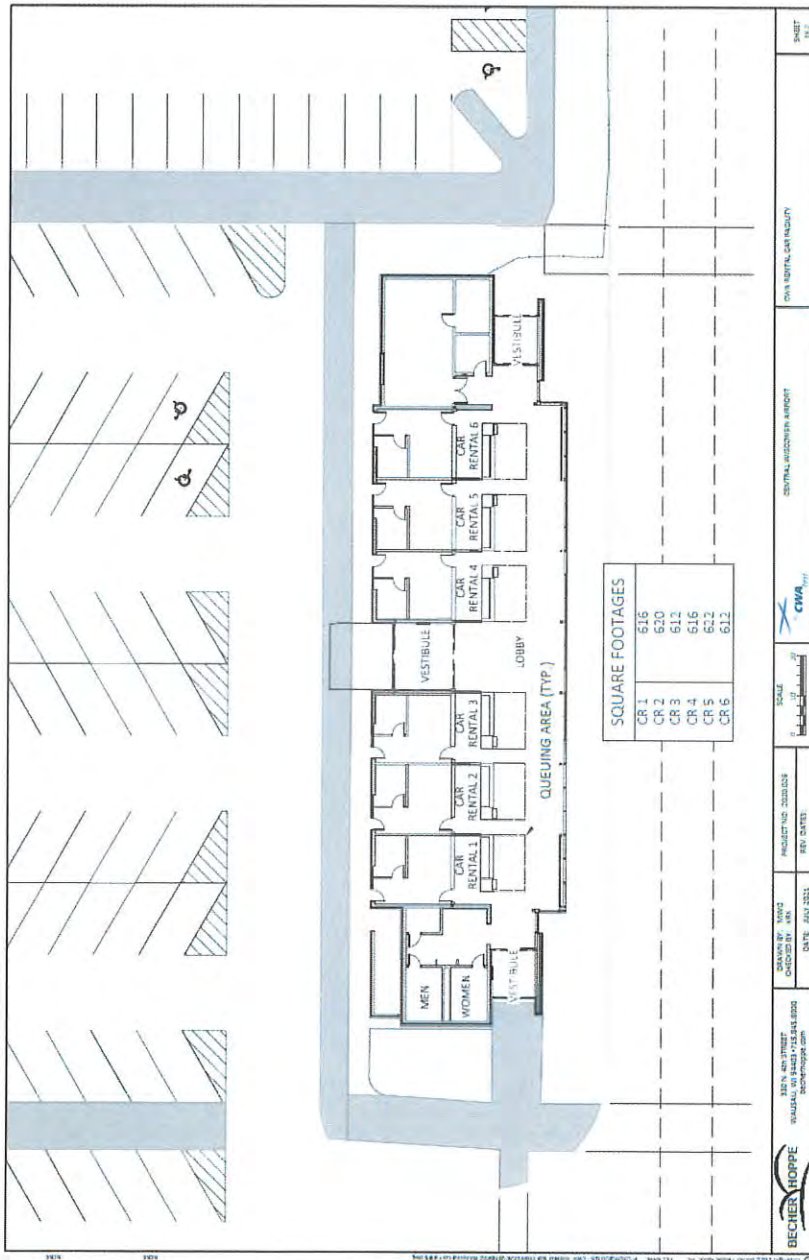
CENTRAL WISCONSIN JOINT AIRPORT BOARD

By: _____

By: _____

Date: _____

EXHIBIT A1 – LEASED PREMISES – RENTAL CAR FACILITY COUNTER AND OFFICES



Car Rental 2 - Selected By:
 Enterprise Rent-A-Car Company of Wisconsin, LLC – dba Enterprise Rent-A-Car

 Concessionaire
 Signed *[Signature]* Date 1/4/22

Car Rental 3 - Selected By:
 Enterprise Rent-A-Car Company of Wisconsin, LLC – dba National Car Rental

 Concessionaire
 Signed *[Signature]* Date 1/4/22

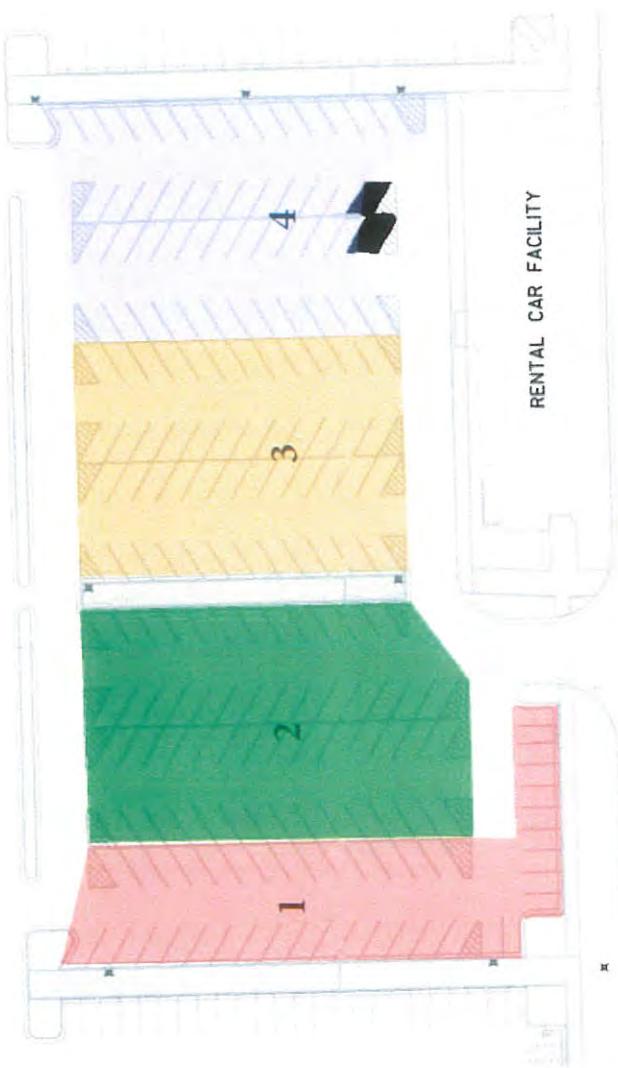
Car Rental 5 - Selected By:
 Midwestern Wheels, Inc – dba Avis Rent A Car

 Concessionaire
 Signed _____ Date _____

Car Rental 6 - Selected By:
 Vehicle Rental Services, LLC – dba Budget Rent A Car

 Concessionaire
 Signed _____ Date _____

EXHIBIT A2 – LEASED PREMISES - READY/RETURN BLOCKS



Block 1 (Red) - 42 stalls
 Block 2 (Green) - 54 stalls
 Block 3 (Orange) - 48 stalls
 Block 4 (Purple) - 49 stalls

Block 1 - Selected By:	
Enterprise Rent-A-Car Company of Wisconsin, LLC – dba National Car Rental	
Concessionaire	
<i>[Signature]</i>	1/4/22
Signed	Date
Block 2 - Selected By:	
Vehicle Rental Services, LLC – dba Budget Rent A Car	
Concessionaire	
Signed	Date
Block 3 - Selected By:	
Enterprise Rent-A-Car Company of Wisconsin, LLC – dba Enterprise Rent-A-Car	
Concessionaire	
<i>[Signature]</i>	1/4/22
Signed	Date
Block 4 - Selected By:	
Midwestern Wheels, Inc – dba Avis Rent A Car	
Concessionaire	
Signed	Date

EXHIBIT B – RENTAL CAR MONTHLY REPORT

CENTRAL WISCONSIN AIRPORT

RENTAL CAR MONTHLY REPORT OF GROSS REVENUES
FOR MONTH OF _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Phone Number: _____

GROSS RENTAL REVENUE: _____

Percentage Fee (10%) _____

Less: Monthly Guarantee paid 1st of month: _____

(1) Privilege Fee Balance Due: _____

Number of Transaction Days: _____

(2) CFC Due (@ \$4.00 per Transaction Day): _____

Amount Due with this report (1) + (2): _____

Number of Transactions _____

Company Official Signing and Certifying accuracy of Information on this report:

Signature: _____

Typed Name and Title: _____

Date signed: _____

Payments should be made payable to the "Marathon County Treasurer"

REMIT THIS FORM AND PAYMENT TO: Central Wisconsin Airport
Attn: Airport Director
100 CWA Drive, Suite 227
Mosinee, WI 54455

EXHIBIT C – SAMPLE RENTAL CAR ACDBE REPORTING FORM

**REPORT OF CERTIFIED ACDBE FORM
(CONCESSIONAIRES/SUBCONCESSIONAIRES/
SUPPLIERS/MANAGEMENT CONTRACTORS - COUNTED TOWARD GOALS)**

Name of Firm _____

Address _____

City/State/Zip _____

Type of Concession _____

Gross Receipts (Total Dollars) _____

List below each Good and Service purchased the preceding fiscal year and which are included in your submission of the Uniform Report of ACDBE Participation. Provide the below information for **all** goods and services purchased whether they are ACDBEs or not.

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (*i.e.*, lease, sublease) Began _____ Date Agreement (*i.e.*, lease, sublease) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American

_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (*i.e.*, lease, sublease) Began _____ Date Agreement (*i.e.*, lease, sublease) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American
_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (*i.e.*, lease, sublease) Began _____ Date Agreement (*i.e.*, lease, sublease) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American
_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (*i.e.*, lease, sublease) Began _____ Date Agreement (*i.e.*, lease, sublease) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American
_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

(Use additional sheets as needed)

EXHIBIT D - TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Agreement, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the “Concessionaire”) agrees to comply with the following nondiscrimination 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);
- 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;
- 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 § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

CONCESSION AGREEMENT

NON-EXCLUSIVE RENTAL CAR CONCESSION
Central Wisconsin Airport
Mosinee, Wisconsin

between

Central Wisconsin Joint Airport Board

and

Midwestern Wheels, Inc.
Concessionaire

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**RENTAL CAR CONCESSION
Central Wisconsin Airport
Mosinee, Wisconsin**

THIS CONCESSION AGREEMENT ("Agreement") is made and entered into this 14th day of January, 2022, by and between the County of Marathon and the County of Portage (municipal corporations of the State of Wisconsin) by their **CENTRAL WISCONSIN JOINT AIRPORT BOARD**, (hereinafter referred to as "Board") and **MIDWESTERN WHEELS, INC.**, (hereinafter referred to as "Concessionaire"), a corporation d/b/a Avis Rent A Car brand.

WITNESSETH:

WHEREAS, Board controls, owns, operates, and maintains an airport in Marathon County, Wisconsin, known as Central Wisconsin Airport (hereinafter referred to as "**Airport**"), and has the power to grant rights and privileges with respect thereto, and

WHEREAS, the Board has determined it to be in the best interests of the public and the Board 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. "Airport Director" shall mean the Airport Director of the Central Wisconsin Airport, or his or her designee.
3. "Gross Revenues" as used herein shall mean, as determined in the reasonable discretion of the Board, 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

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Concessionaire's customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

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 the Board (Resolution R-02-17, effective March 1, 2017) and 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 shall be included as Gross Revenue under this Agreement.
4. "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.
5. "Operations Year" shall mean March 1 through February 28 or 29 of each year.
6. "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.
7. "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.



8. "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. Employee parking shall only be allowed in those areas designated by the Airport.
9. "Rental Car Facility" shall mean the rental car facility adjacent to the commercial terminal building at the Airport.
10. "Terminal Building" shall mean the commercial terminal building at the Airport.
11. "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.
12. "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.
13. "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

a. Board hereby leases to Concessionaire and Concessionaire hereby agrees to lease from Board the following premises, which, collectively, are hereinafter called the "Leased Premises": Six Hundred Twenty-Two (622) square feet of counter/office/queuing area (Counter 5) in the Rental Car Facility and Block 4 in the ready/return area containing approximately Forty-Nine (49) ready/return parking spaces outside and adjacent to the Rental Car Facility. Said Leased Premises is more particularly shown on **Exhibit A1 and Exhibit A2** attached hereto and by this reference made a part hereof.

b. 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 March 1, 2022, and terminating on February 28, 2025, 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 to meet all reasonably foreseeable demands of the traveling public. Concessionaire is limited to operating the brand specifically listed in their submitted proposal. It being understood that no more than one brand 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. Concessionaire understands and agrees that it shall not engage in any other business on the Airport under this Agreement. Concessionaire shall be prohibited from operating at the Airport under any brand other than the brand it designated on its Qualifications Form. Any requests for changes to this arrangement will not be approved.
- b. 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 Airport Director.
- c. The right of ingress and egress to and from the 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.
- d. Concessionaire shall install no signs on or about the Premises without the prior written approval of the Airport Director, said approval being solely discretionary with the Airport Director. For purposes of this Section, 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 concessionaires, 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 Airport 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 Airport Director.

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- e. The right for Concessionaire's employees, in common with other employees of tenants of the Rental Car Facility and Terminal Building, to use vehicular parking space provided by Board, subject to the payment of reasonable charges as set by the Board.
- f. *Airport Concession Disadvantaged Business Enterprise Program*
 - a. 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.
 - b. 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.
 - c. Each year Concessionaire no later than February 1st shall provide to Board 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. A sample reporting form is provided as Exhibit C. Concessionaire may use the sample report provided or a form of similar level of detail satisfactory to the Board.

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 Board 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 Board 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 Guaranteed "MAG":

March 1, 2022 to February 28, 2023	\$ 20,280
March 1, 2023 to February 29, 2024	\$ 20,400
March 1, 2024 to February 28, 2025	\$ 20,460

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 Airport 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 Board 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 Board upon Concessionaire's customers. The Board 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 Airport 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 Board; (d) Concessionaire shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that the Board is requiring the pass through of such fee.

b. Rent for Premises located in the Rental Car Facility Concessionaire shall pay to the Board, in advance, on the 1st day of each month the following rent:

1. For the period commencing March 1, 2022 through December 31, 2022, Concessionaire shall pay the sum of Twenty-Two Dollars and Seventy-Six Cents (\$22.76) per square foot per annum for Six Hundred Twenty-Two (622) square feet of counter/office/queuing position in the Rental Car Facility. Thereafter, commencing January 1, 2023, January 1, 2024 and January 1, 2025 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 March 1, 2022 through February 28, 2025, Concessionaire shall pay the sum of Two Thousand Four Hundred Fifty Dollars (\$2,450), per month for Ready/Return Block 4 as shown on Exhibit A2.

c. Additional Fees

1. The Concessionaire shall collect the CFCs on behalf of the Airport and remit to the Board, in accordance with the Board's CFC resolution, the full amount of the Transaction Day fee collected from each Rental Car customer.
2. Additional fees may include charges for special items or activities including, but not limited to overflow parking, employee parking, badging fees and fees for rental car vehicles parked in spaces or areas not assigned to the Concessionaire. The Board may assess reasonable, non-discriminatory charges for these special items or activities. All new charges will be reviewed with Concessionaire prior to implementation. Other charges payable by Concessionaire, shall be paid by Concessionaire to Board no later than fifteen (15) days following receipt by Concessionaire of billing therefor.

- d. Any and all payments due to the Board by Concessionaire shall be made payable to "Marathon County Treasurer" and remitted to the following address:

Central Wisconsin Airport
Attn: Airport Director
100 CWA Drive, Suite 227
Mosinee, WI 54455

- 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 the event that the following condition exists during the term of this Agreement, the minimum annual guarantee hereinabove provided for in Section 5(a)(1)(b) shall be abated for the period of time the condition exists:

1. A major traffic reduction at the Airport. A major traffic reduction shall be defined as a not less than twenty percent (20%) reduction in the number of passengers deplaning on scheduled airline flights at the Airport during any period of two (2) consecutive calendar months as compared to the number of such deplaning passengers in the same calendar months during the preceding calendar year.
2. The abatement amount for those months that are abated as defined in Section 5(f)(1) will be the prorated reduction of that month's 1/12th payment of the minimum annual guarantee. For example, if May, June and July have a traffic reduction of 27%, 30% and 26% respectively, then the 1/12th minimum annual guarantee payment for May would be reduced by 27%, June would be reduced by 30%, and July would be reduced by 26%.
3. If the major traffic reduction continues for additional months, the proportional abatement will continue as well, until there is a month when traffic does not fall below the 20% threshold, at which time the full minimum annual guarantee payment shall be made for such month.
4. This major traffic reduction can only be identified after any two-month period ends; however, the major traffic reduction exists for any two-month period when all two months had a not less than 20% reduction in passenger deplanements. Overpayments of the MAG will be credited to the Concessionaire during the year-end reconciliation process described in Section 5(e).

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 Board, in such detail and on the statement form designated as Exhibit B or as may reasonably be specified by Board, 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 Board set forth in Subsection 5.1(a) are to be computed, said Exhibit B statement to be signed by a responsible accounting officer of Concessionaire. Board 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 Board and to provide any such additional information Board may reasonably request. Concessionaire shall keep full and accurate books and records showing all of its Gross Revenues hereunder, and Board 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 Board 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 Board a written statement, certified by an independent Certified Public Accountant, to Board stating that in his or her opinion the Percentage Fees paid by Concessionaire to Board 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 Board within ninety (90) days of the end of each Operations Year. Such statement shall also contain a list of the Gross Revenues, by month, as shown on the books and records of Concessionaire and which were used to compute the Percentage Fee payments made to Board during the period covered by said statement.
- c. Delinquent Rentals and Fees. Without waiving any other right or action available to Board in the event of default in the payment of charges or fees payable to Board, pursuant to this Agreement, Concessionaire shall pay to Board a late payment fee of Fifty Dollars (\$50.00) per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such payment was due and payable until paid.

Subsection 6.2 Audit. Board 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 and Privilege Fee 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 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 due shall forthwith be paid by Concessionaire to Board with interest thereon at one and one-half percent (1.5%) per month from the date such additional Privilege Fee became due.

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

Subsection 7.1 - Building Services

- a. Board Improvements and Services. Board shall initially and upon any renovation or relocation insure 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. Board shall provide and maintain water, sewer, general lighting, electrical power, and heating and air-conditioning for the Rental Car Facility. 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 Airport 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 Airport 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 Airport 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 Airport 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 Airport Director. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to Airport Director for review prior to commencement of construction; after final approval by the Airport Director, Airport 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, ul. Any approval given by Board 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 Board shall extend to and include architectural and aesthetic matters and Board 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 Airport Director approval.
- d. Disapprovals. In the event of disapproval by Board of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Airport Director. Board 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 Board, and no alterations or improvements shall be made to or upon the Leased Premises without the prior written approval of Airport Director.

- e. Provision of As-Built Drawings. Upon completion of any construction project, Concessionaire shall provide Board two (2) completed sets of as-built drawings in reproducible form as specified by Board. Concessionaire agrees that, upon the request of Board, Concessionaire will inspect the Leased Premises jointly with Board 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 Board, at no cost to Board.

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

Subsection 8.3 Alterations and Improvements to Airport. Concessionaire acknowledges that from time to time Board may undertake construction, repair, or other activities related to the operation, maintenance and repair of the Rental Car Facility or Terminal Building which may temporarily affect Concessionaire's operations hereunder. Concessionaire agrees to accommodate Board in such matters, even though Concessionaire's own activities may be inconvenienced, and Concessionaire agrees that no liability shall attach to Board, its members, employees, or agents by reason of such inconvenience or impairment. It is agreed that in the event such activities of Board 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 Airport Director. Concessionaire agrees that if relocation is required that Concessionaire shall move its operations as reasonably directed by Airport Director and said move is at Board's expense as determined by the Airport Director.

Subsection 8.4 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 Airport 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. Board agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the Airport, including the Rental Car Facility 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. Board shall provide, or cause to be provided, structural maintenance of the Rental Car Facility and shall provide, or cause to be provided, the washing of all windows (on the outside of the Rental Car Facility only) in the Leased Premises at periodic intervals.
 - c. Maintain Access. Board shall, throughout the term of this Agreement, maintain all airport-owned roads on the Airport giving access to the Rental Car Facility in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Rental Car Facility over said road at all times. Board reserves the right to reasonably restrict access to the Rental Car Facility 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 Rental Car Facility, as provided in Subsection 9.1, Concessionaire shall be obligated, without cost to Board, 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 Airport Director. Concessionaire shall be obligated, without cost to Board, to provide custodial service to Leased Premises, excluding the queuing space in front of the rental car concession counters for which the Board will provide custodial services.
- b. Hazardous Conditions. Upon discovery, Concessionaire shall immediately give oral notice to Board of any hazardous or potentially hazardous conditions in the Leased Premises or in the Rental Car Facility. 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 Airport Director. At the direction of said Airport Director, Concessionaire shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.
- c. Trash and Refuse. Board 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 Board.

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 Board, and without expense to Board, a surety bond, issued by a surety Concessionaire licensed to transact business in the State of Wisconsin and satisfactory to and approved by Board 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 Board from any liability, losses, or damages arising there from.

Subsection 10.2 Compliance with Federal Aviation Regulations and Security Requirements Parts 14 CFR Part 139 and 49 CFR Parts 1540 and 1542. 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 Board 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.

Subsection 10.3 Security, Performance Bond. During the term of this Agreement, the Board 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 Board, in its sole discretion, in the amount of twenty-five percent (25%) of Concessionaire's Minimum Annual Guarantee for each year hereunder, 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. Concessionaire's counter will be adequately staffed and hours of operation shall be such that passengers of flights arriving or departing from the terminal will be accommodated. 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 Airport Director of Concessionaire's analysis of the optimum arrangements, but the final determination shall be made by the Airport Director based on their 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 Board. Concessionaire shall abide by all Transportation Security Administration (TSA) requirements for parking of Motor Vehicles near the Rental Car Facility and Terminal Building.

Subsection 11.3 Utilities.

- a. Board 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.
- b. Board 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. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring installation in place.

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 Airport 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 Airport Director, and employees will be appropriately dressed. Clothing will be neat and clean and present a professional appearance. Airport 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.

SECTION 13 – NON-DISCRIMINATION

Subsection 13.1. General Civil Rights Provisions. The Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire.

The 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. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Subsection 13.2. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Concessionaire, for itself, its assignees and successors in interest agrees as follows:

- a. **Compliance with Regulations:** Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as Exhibit D and which are herein incorporated by reference and made a part of this Agreement.
- b. **Nondiscrimination:** Concessionaire, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices

when the Agreement 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 Concessionaire's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.
- d. Information and Reports: 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 Concessionaire 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 Concessionaire's noncompliance with the non-discrimination provisions of this Agreement, the Board will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Agreement, 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.

SECTION 14 - INDEMNIFICATION AND INSURANCE

Subsection 14.1 Indemnification. To the fullest extent allowable by law, Concessionaire hereby indemnifies and shall defend and hold harmless, at Concessionaire's expense, Board, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers,

from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Concessionaire, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on Board. Concessionaire's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligent or willful misconduct of Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as Board waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Concessionaire shall reimburse Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Subsection 14.2 Concessionaire to Provide General Liability and Automobile Insurance.

Concessionaire shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Insurance of not less than \$5,000,000 per occurrence;
- 3) To the extent that Concessionaire employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

Limits can be met with a combination of primary and excess policies.

Subsection 14.3 Concessionaire to Provide Property and Fire Insurance. 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 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 Board. Concessionaire and Board 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 14.4 Both Concessionaire and Board to Carry Fire Insurance. It is understood that both Concessionaire and Board carry insurance in the form of fire, extended coverage, vandalism, and malicious mischief (hereinafter called "Insurance Coverage") on the leased structural part of the premises, permanent improvements and loss of income, (in the case of Board) and on Leasehold Improvements, furniture, furnishings, equipment, inventory and loss of income, (in the case of Concessionaire), and said Insurance Coverage authorizes a waiver of subrogation between Board and Concessionaire, and the parties wish to enter into such waiver of subrogation to the extent of the said Insurance Coverage; therefore, to the extent that Board collects under its Insurance Coverage, Board waives any and all claims against Concessionaire, its agents, servants, and employees, for loss or damage to Board's property resulting from risks included in said Insurance Coverage; and, to the extent that Concessionaire collects under its Insurance Coverage, Concessionaire waives any and all claims against Board, its agents, servants, and employees, for loss or damage to Concessionaire's property resulting from risks included in said Insurance Coverage. If this waiver by the parties shall render fully any such insurance policy or shall result in the denial of coverage for a party under such policy, then the provision paragraph shall be deemed to be null and void.

Subsection 14.5 Insurance Certificate. A certificate evidencing insurance required by Subsection 14.2 and 14.3 and listing the Central Wisconsin Airport, Board, Marathon County and Portage County as additional insured(s), excluding Workers' Compensation, shall be filed with Board prior to this agreement being executed by Board, and such certificate shall provide that such Insurance Coverage will not be canceled or reduced without at least thirty (30) days prior written notice to Board. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such Insurance Coverage has been renewed shall be filed with Board. If such Insurance Coverage is canceled or reduced, Concessionaire shall within fifteen (15) days after receipt of written notice from Board of such cancellation or reduction in coverage, file with Board a certificate showing that the required insurance has been reinstated or provided through another insurance Concessionaire or companies.

SECTION 15 - DAMAGE OR DESTRUCTION OF PREMISES IN RENTAL CAR FACILITY

Subsection 15.1 Partial Damage. If all or a portion of the Rental Car Facility Premises is partially damaged by fire, explosion, the elements, public enemy, or other casualty, but not rendered untenable, the same will be repaired with due diligence by Board 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 Board 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 Rental Car Facility Premises untenable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by Board 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 Board'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 Board 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 Rental Car Facility and/or Ready/Return Block will only abate if the Board is unable to provide alternative space for Concessionaire to conduct its business.

Subsection 15.3 Complete Destruction. In the event the Rental Car Facility Premises are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they are untenable and cannot be replaced for more than thirty (30) days, Board 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 Board's Airport 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 Board 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 Rental Car Facility and/or Ready/Return Block will only abate if the Board is unable to provide alternative space for Concessionaire to conduct its business.

Subsection 15.4 Limits of Board's Obligations Defined. It is understood that, in the application of the foregoing Subsections, Board's obligations shall be limited to repair or reconstruction of the Rental Car Facility 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 Board:

- 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 Board, 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 Board in the performance of any covenant or agreement herein required to be performed by Board and the failure of Board 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 Board. Board may cancel this Agreement and terminate all of its obligations hereunder at any time that Board 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. The material breach by Concessionaire of any of the covenants or agreements herein contained and the failure of Concessionaire to remedy such breach as hereinafter provided. In this regard it is understood that nonpayment of fees or charges hereunder is a material breach. In the event of such material breach, Board shall give to Concessionaire notice in writing to correct such breach and if such breach shall continue for fifteen (15) business days after the receipt of such notice by Concessionaire, Board may, after the lapse of said fifteen (15) business day period, cancel this Agreement, without forfeiture, waiver, or release of Board's rights to any sum of money due or to become due under the provisions of this

Agreement.

- 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, Board 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 - NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

SECTION 18 - SURRENDER OF POSSESSION

Concessionaire shall, upon termination of this Agreement or cancellation, quit and deliver up the Leased Premises and privileges to Board peaceably and quietly, with the Leased Premises being in as good order and condition as the same now are or may be hereafter improved by Concessionaire or Board, reasonable use and wear thereof excepted. In addition to any lien provided by Wisconsin law, Board shall have a specific lien on all property of Concessionaire, and related equipment on the Leased Premises as security for nonpayment. Concessionaire shall have the right to remove all of its trade fixtures and equipment installed or placed by it at its own expense, in, on or about the Premises; subject however, to any valid lien which Board may have thereon for unpaid charges or fees.

SECTION 19 - TAXES AND LICENSES

The Concessionaire (and any successor in interest) covenants that it shall properly elect at the time the lease is executed to irrevocably waive depreciation and investment tax credit with respect to the leased property and/or Leased Premises. The Concessionaire agrees to retain a copy of such election in its

records for the entire term of the lease. The Concessionaire further covenants that any publicly recorded document which is recorded in lieu of the lease will also state that neither the Concessionaire nor any successor in interest under the lease will claim depreciation or an investment credit with respect to the leased property. The term "leased property" for purposes of the foregoing election shall exclude any property (including fixtures, etc.) which was not financed with the proceeds of any "tax-exempt bond", as such term is defined by Section 150 (a)(6) of the Internal Revenue Code of 1986 (the "Code"). Concessionaire shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. Board shall assist Concessionaire where necessary in obtaining said permits.

SECTION 20 - INSPECTION OF PREMISES

Board or its duly authorized representatives, or agents, and other persons for it, may enter upon said Leased Premises at any and all reasonable times during the term of this Agreement for the purpose and conditions hereof or for any other purpose incidental to rights of Board. Except in the case of an emergency or previous arrangement with the Concessionaire, Board's entry into the Premises shall be during reasonable business hours after providing reasonable advance notice, and in the presence of Concessionaire's representative.

SECTION 21 - HOLDING OVER

Should Concessionaire holdover said Leased Premises after this Agreement has terminated in any manner, Concessionaire shall continue such holding over only at sufferance to Board. In the event of such holding over, Board shall be entitled to collect from Concessionaire, 1.0 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.

SECTION 22 - QUIET ENJOYMENT

Board agrees that Concessionaire, upon payment of the fees and charges and all other payments to be paid by Concessionaire under the terms of this Agreement, and upon observing and keeping the agreements and covenants of this Agreement on the part of Concessionaire to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Agreement.

SECTION 23 - 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 24 - SECURITY AGREEMENTS

Board shall provide, or cause to be provided, during the term of this Agreement, all proper and appropriate public fire and police protection similar to that afforded to other Landside tenants or licensees at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. Concessionaire shall comply with the Airport Security Plan and shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by Concessionaire, shall not in any way be construed to limit or reduce the obligations of Board hereunder.

SECTION 25 - 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 Board 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 Board for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Central Wisconsin 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, Board shall terminate this Agreement.

SECTION 26 - RIGHTS AND PRIVILEGES OF BOARD

- a. Board 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, Rental Car Facility 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. Board's Airport Director is hereby designated as its official representative for the enforcement of all provisions in this Agreement with full power to represent Board with dealings with Concessionaire in connection with the rights herein granted.
- c. The Airport 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, Airport 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. Board 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 Board deems appropriate, regardless of the desires or views of Concessionaire, and without interference or hindrance.
- e. During the time of war or National Emergency, Board shall have the right to lease the landing area of

the Airport, or any part of Central Wisconsin 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. Board 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 landing at, taking off from, or operating on or in the vicinity of Central Wisconsin Airport, and the right to pursue all operations of the Central Wisconsin Airport.
- g. Board 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 Board, would limit the usefulness of the Airport, or constitute a hazard to aircraft.
- h. Board 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 Board due to Concessionaire's tenancy on the Central Wisconsin Airport. If said renegotiation is desired, written notice must be given to Concessionaire sixty (60) days prior to such renegotiations.

SECTION 27 - ACCESS CONTROL

- a. Concessionaire shall upon termination of this agreement return all issued keys and access control media to Board. If all issued keys and access control media are not returned to Board at the termination of this Agreement Concessionaire shall pay to Board 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 Board and shall pay to Board cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.

SECTION 28 – NO PERSONAL LIABILITY

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

SECTION 29 – GOVERNING LAW

This Agreement and all questions and issues arising in connection herewith shall be governed by and

construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Marathon County, Wisconsin. Each party waives its right to challenge venue.

SECTION 30 – JURY TRIAL WAIVER

The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

SECTION 31 – 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 Board 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 Board 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 Board, 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 32 – 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 33 – 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 Board. 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 assignment, sublet or transfer.

SECTION 34 – 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 35 – CONFLICTS OF INTEREST

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 Board.

SECTION 36 – ENTIRE AND SUPERSEDING AGREEMENT

This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof.

SECTION 37 – 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 38 – 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 39 – NOTICES

NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business

day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the Board: Central Wisconsin Airport
Central Wisconsin Joint Airport Board
100 CWA Drive, Suite 227
Mosinee, WI 54455

To the Concessionaire: Midwestern Wheels, Inc.
P.O. Box 1935
Appleton, WI 54912-1935

SECTION 40 – PUBLIC RECORD LAW

Concessionaire understands and acknowledges that Board 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 Board in complying with any public records request that Board receives pertaining to this Agreement. Additionally, Concessionaire agrees to indemnify and hold harmless Board, 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 Board'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 Board whereupon Board shall take custody of said records assuming such records are not already maintained by Board. This provision shall survive the termination of this Agreement.

SECTION 41 – 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 42 – NO THIRD PARTY BENEFICIARY

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

SECTION 43 – 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 44 – FORCE MAJEURE

Board shall not be responsible to Concessionaire and Concessionaire shall not be responsible to Board for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

SECTION 45 – 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 46 - INDEPENDENT CONTRACTORS

The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

SECTION 47 – NO INTERFERENCE

The Concessionaire and Board 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 48 – AUTHORITY

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 49 – COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

SECTION 50 – SURVIVAL

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

SECTION 51 – MORE FAVORABLE TERMS

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:

By: Shelley Smith

MIDWESTERN WHEELS, INC.:

By: [Signature]

Date: January 14, 2022

BOARD:

ATTEST:

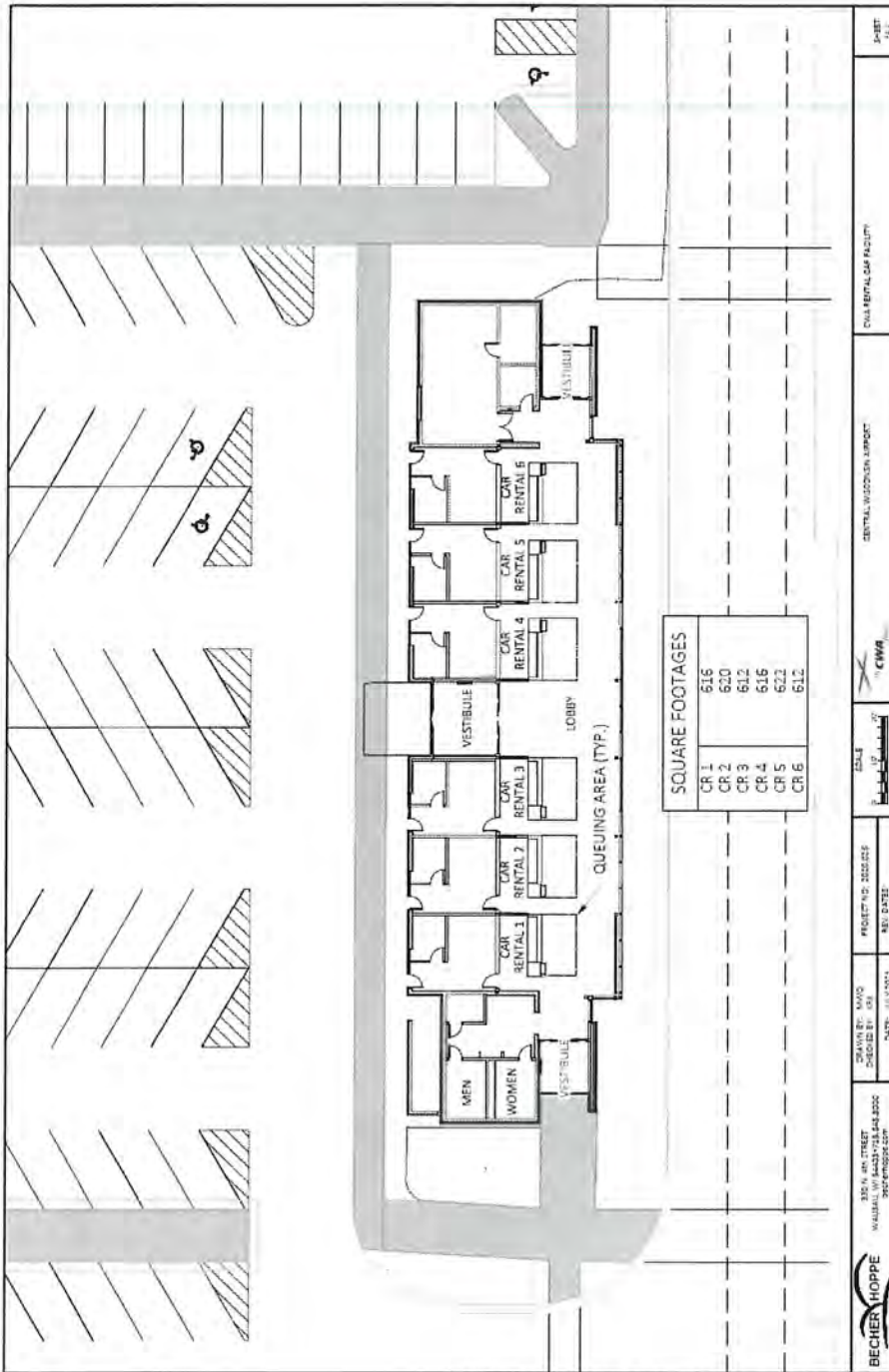
By: _____

CENTRAL WISCONSIN JOINT AIRPORT BOARD

By: _____

Date: _____

EXHIBIT A1 – LEASED PREMISES – RENTAL CAR FACILITY COUNTER AND OFFICES



Car Rental 2 - Selected By:

Enterprise Rent-A-Car Company of Wisconsin, LLC – dba Enterprise Rent-A-Car

Concessionaire

Signed _____ Date _____

Car Rental 3 - Selected By:

Enterprise Rent-A-Car Company of Wisconsin, LLC – dba National Car Rental

Concessionaire

Signed _____ Date _____

Car Rental 5 - Selected By:

Midwestern Wheels, Inc – dba Avis Rent A Car

Concessionaire

WJH [Signature] 1-14-22
 Signed _____ Date _____

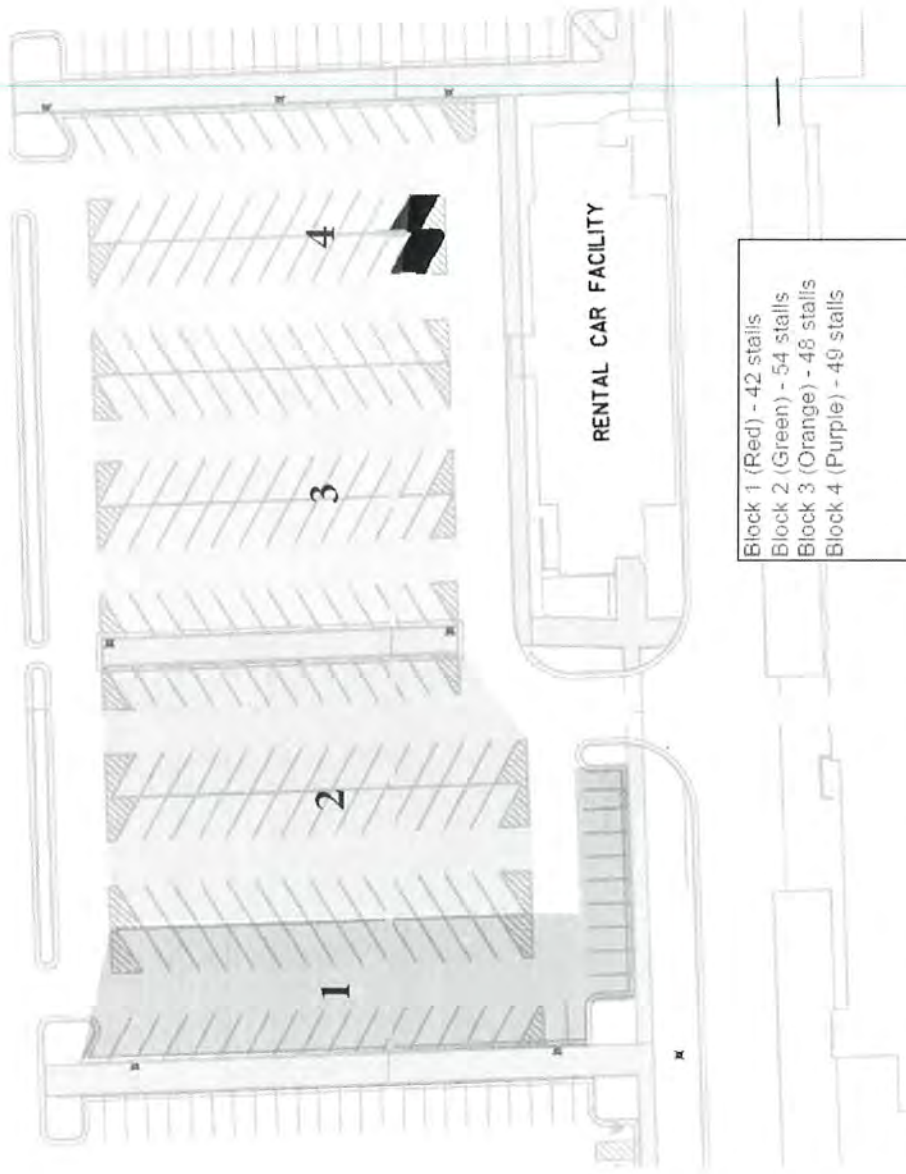
Car Rental 6 - Selected By:

Vehicle Rental Services, LLC – dba Budget Rent A Car

Concessionaire

WJH [Signature] 1-14-22
 Signed _____ Date _____

EXHIBIT A2 – LEASED PREMISES - READY/RETURN BLOCKS



Block 1 - Selected By:

Enterprise Rent-A-Car Company of Wisconsin, LLC – dba National Car Rental

Concessionaire

Signed

Date

Block 2 - Selected By:

Vehicle Rental Services, LLC – dba Budget Rent A Car

Concessionaire

Signed

Date

Block 3 - Selected By:

Enterprise Rent-A-Car Company of Wisconsin, LLC – dba Enterprise Rent-A-Car

Concessionaire

Signed

Date

Block 4 - Selected By:

Midwestern Wheels, Inc – dba Avis Rent A Car

Concessionaire

Signed

Date

WJ Wallachke
 1.14.2022

WJ Wallachke 1-14-22

EXHIBIT B – RENTAL CAR MONTHLY REPORT

CENTRAL WISCONSIN AIRPORT

**RENTAL CAR MONTHLY REPORT OF GROSS REVENUES
FOR MONTH OF _____**

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Phone Number: _____

GROSS RENTAL REVENUE: _____

Percentage Fee (10%) _____

Less: Monthly Guarantee paid 1st of month: _____

(1) Privilege Fee Balance Due: _____

Number of Transaction Days: _____

(2) CFC Due (@ \$4.00 per Transaction Day): _____

Amount Due with this report (1) + (2): _____

Number of Transactions _____

Company Official Signing and Certifying accuracy of Information on this report:

Signature: _____

Typed Name and Title: _____

Date signed: _____

Payments should be made payable to the "Marathon County Treasurer"

REMIT THIS FORM AND PAYMENT TO: Central Wisconsin Airport
Attn: Airport Director
100 CWA Drive, Suite 227
Mosinee, WI 54455

EXHIBIT C – SAMPLE RENTAL CAR ACDBE REPORTING FORM

REPORT OF CERTIFIED ACDBE FORM
(CONCESSIONAIRES/SUBCONCESSIONAIRES/
SUPPLIERS/MANAGEMENT CONTRACTORS - COUNTED TOWARD GOALS)

Name of Firm _____

Address _____

City/State/Zip _____

Type of Concession _____

Gross Receipts (Total Dollars) _____

List below each Good and Service purchased the preceding fiscal year and which are included in your submission of the Uniform Report of ACDBE Participation. Provide the below information for **all** goods and services purchased whether they are ACDBEs or not.

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (i.e., lease, sublease) Began _____ Date Agreement (i.e. lease, sublease) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American

_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (i.e., lease, sublease) Began _____ Date Agreement (i.e. lease, sublease) Expires _____

Options to Renew _____ How Many _____ Length of time _____

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_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

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_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

Name of Good/Service Firm _____

Address _____

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Date Agreement (i.e., lease, sublease) Began _____ Date Agreement (i.e., lease, sublease) Expires _____

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Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American
_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

(Use additional sheets as needed)

EXHIBIT D - TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Agreement, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") agrees to comply with the following nondiscrimination 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);
- 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;
- 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 § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

CONCESSION AGREEMENT

NON-EXCLUSIVE RENTAL CAR CONCESSION
Central Wisconsin Airport
Mosinee, Wisconsin

between

Central Wisconsin Joint Airport Board

and

Vehicle Rental Services, LLC
Concessionaire

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**RENTAL CAR CONCESSION
Central Wisconsin Airport
Mosinee, Wisconsin**

THIS CONCESSION AGREEMENT ("Agreement") is made and entered into this 14th day of January, 2022, by and between the County of Marathon and the County of Portage (municipal corporations of the State of Wisconsin) by their **CENTRAL WISCONSIN JOINT AIRPORT BOARD**, (hereinafter referred to as "Board") and **VEHICLE RENTAL SERVICES, LLC.**, (hereinafter referred to as "Concessionaire"), a limited liability company d/b/a Budget Rent A Car brand.

WITNESSETH:

WHEREAS, Board controls, owns, operates, and maintains an airport in Marathon County, Wisconsin, known as Central Wisconsin Airport (hereinafter referred to as "**Airport**"), and has the power to grant rights and privileges with respect thereto, and

WHEREAS, the Board has determined it to be in the best interests of the public and the Board 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. "Airport Director" shall mean the Airport Director of the Central Wisconsin Airport, or his or her designee.
3. "Gross Revenues" as used herein shall mean, as determined in the reasonable discretion of the Board, 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

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Concessionaire's customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

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 the Board (Resolution R-02-17, effective March 1, 2017) and 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 shall be included as Gross Revenue under this Agreement.
4. "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.
5. "Operations Year" shall mean March 1 through February 28 or 29 of each year.
6. "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.
7. "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.

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8. "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. Employee parking shall only be allowed in those areas designated by the Airport.
9. "Rental Car Facility" shall mean the rental car facility adjacent to the commercial terminal building at the Airport.
10. "Terminal Building" shall mean the commercial terminal building at the Airport.
11. "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.
12. "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.
13. "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

a. Board hereby leases to Concessionaire and Concessionaire hereby agrees to lease from Board the following premises, which, collectively, are hereinafter called the "Leased Premises": Six Hundred Twelve (612) square feet of counter/office/queuing area (Counter 6) in the Rental Car Facility and Block 2 in the ready/return area containing approximately Fifty-Four (54) ready/return parking spaces outside and adjacent to the Rental Car Facility. Said Leased Premises is more particularly shown on **Exhibit A1 and Exhibit A2** attached hereto and by this reference made a part hereof.

b. 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 March 1, 2022, and terminating on February 28, 2025, unless sooner terminated or canceled as hereinafter provided.

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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 to meet all reasonably foreseeable demands of the traveling public. Concessionaire is limited to operating the brand specifically listed in their submitted proposal. It being understood that no more than one brand 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. Concessionaire understands and agrees that it shall not engage in any other business on the Airport under this Agreement. Concessionaire shall be prohibited from operating at the Airport under any brand other than the brand it designated on its Qualifications Form. Any requests for changes to this arrangement will not be approved.
- b. 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 Airport Director.
- c. The right of ingress and egress to and from the 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.
- d. Concessionaire shall install no signs on or about the Premises without the prior written approval of the Airport Director, said approval being solely discretionary with the Airport Director. For purposes of this Section, 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 Airport 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 Airport Director.
- e. The right for Concessionaire's employees, in common with other employees of tenants of the

Rental Car Facility and Terminal Building, to use vehicular parking space provided by Board, subject to the payment of reasonable charges as set by the Board.

f. *Airport Concession Disadvantaged Business Enterprise Program*

- a. 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.
- b. 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.
- c. Each year Concessionaire no later than February 1st shall provide to Board 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. A sample reporting form is provided as Exhibit C. Concessionaire may use the sample report provided or a form of similar level of detail satisfactory to the Board.

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 Board 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 Board 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 Guaranteed "MAG":

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March 1, 2022 to February 28, 2023	\$ 20,220
March 1, 2023 to February 29, 2024	\$ 20,280
March 1, 2024 to February 28, 2025	\$ 20,400

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 Airport 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 Board 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 Board upon Concessionaire's customers. The Board 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 Airport 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 Board; (d) Concessionaire shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that the Board is requiring the pass through of such fee.

b. Rent for Premises located in the Rental Car Facility Concessionaire shall pay to the Board, in advance, on the 1st day of each month the following rent:

1. For the period commencing March 1, 2022 through December 31, 2022, Concessionaire shall pay the sum of Twenty-Two Dollars and Seventy-Six Cents (\$22.76) per square foot per annum for Six Hundred Twelve (612) square feet of counter/office/queuing position in the Rental Car Facility. Thereafter, commencing January 1, 2023, January 1, 2024 and January 1, 2025 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 March 1, 2022 through February 28, 2025, Concessionaire shall pay the sum of Two Thousand Seven Hundred Dollars (\$2,700), per month for Ready/Return Block 2 as shown on Exhibit A2.

c. Additional Fees

1. The Concessionaire shall collect the CFCs on behalf of the Airport and remit to the Board, in accordance with the Board's CFC resolution, the full amount of the Transaction Day fee collected from each Rental Car customer.
2. Additional fees may include charges for special items or activities including, but not limited to overflow parking, employee parking, badging fees and fees for rental car vehicles parked in spaces or areas not assigned to the Concessionaire. The Board may assess reasonable, non-discriminatory charges for these special items or activities. All new charges will be reviewed with Concessionaire prior to implementation. Other charges payable by Concessionaire, shall be paid by Concessionaire to Board no later than fifteen (15) days following receipt by Concessionaire of billing therefor.

d. Any and all payments due to the Board by Concessionaire shall be made payable to "Marathon County Treasurer" and remitted to the following address:

Central Wisconsin Airport
Attn: Airport Director
100 CWA Drive, Suite 227
Mosinee, WI 54455

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 the event that the following condition exists during the term of this Agreement, the minimum annual guarantee hereinabove provided for in Section 5(a)(1)(b) shall be abated for the period of time the condition exists:

1. A major traffic reduction at the Airport. A major traffic reduction shall be defined as a not less than twenty percent (20%) reduction in the number of passengers deplaning

on scheduled airline flights at the Airport during any period of two (2) consecutive calendar months as compared to the number of such deplaning passengers in the same calendar months during the preceding calendar year.

2. The abatement amount for those months that are abated as defined in Section 5(f)(1) will be the prorated reduction of that month's 1/12th payment of the minimum annual guarantee. For example, if May, June and July have a traffic reduction of 27%, 30% and 26% respectively, then the 1/12th minimum annual guarantee payment for May would be reduced by 27%, June would be reduced by 30%, and July would be reduced by 26%.

3. If the major traffic reduction continues for additional months, the proportional abatement will continue as well, until there is a month when traffic does not fall below the 20% threshold, at which time the full minimum annual guarantee payment shall be made for such month.

4. This major traffic reduction can only be identified after any two-month period ends; however, the major traffic reduction exists for any two-month period when all two months had a not less than 20% reduction in passenger deplanements. Overpayments of the MAG will be credited to the Concessionaire during the year-end reconciliation process described in Section 5(e).

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 Board, in such detail and on the statement form designated as Exhibit B or as may reasonably be specified by Board, 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 Board set forth in Subsection 5.1(a) are to be computed, said Exhibit B statement to be signed by a responsible accounting officer of Concessionaire. Board 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 Board and to provide any such additional information Board may reasonably request. Concessionaire shall keep full and accurate books and records showing all of its Gross Revenues hereunder, and Board 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

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records will be made available to Board 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 Board a written statement, certified by an independent Certified Public Accountant, to Board stating that in his or her opinion the Percentage Fees paid by Concessionaire to Board 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 Board within ninety (90) days of the end of each Operations Year. Such statement shall also contain a list of the Gross Revenues, by month, as shown on the books and records of Concessionaire and which were used to compute the Percentage Fee payments made to Board during the period covered by said statement.
- c. Delinquent Rentals and Fees. Without waiving any other right or action available to Board in the event of default in the payment of charges or fees payable to Board, pursuant to this Agreement, Concessionaire shall pay to Board a late payment fee of Fifty Dollars (\$50.00) per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such payment was due and payable until paid.

Subsection 6.2 Audit. Board 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 and Privilege Fee 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 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 due shall forthwith be paid by Concessionaire to Board with interest thereon at one and one-half percent (1.5%) per month from the date such additional Privilege Fee became due.

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

Subsection 7.1 - Building Services

- a. Board Improvements and Services. Board shall initially and upon any renovation or relocation insure 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. Board shall provide and maintain water, sewer, general lighting, electrical power, and heating and air-conditioning for the Rental Car Facility. 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 Airport 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 Airport 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 Airport 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 Airport 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 Airport Director. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to Airport Director for review prior to commencement of construction; after final approval by the Airport Director, Airport 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, ul. Any approval given by Board 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 Board shall extend to and include architectural and aesthetic matters and Board 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 Airport Director approval.
- d. Disapprovals. In the event of disapproval by Board of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Airport Director. Board 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 Board, and no alterations or improvements shall be made to or upon the Leased Premises without the prior written approval of Airport Director.
- e. Provision of As-Built Drawings. Upon completion of any construction project, Concessionaire shall provide Board two (2) completed sets of as-built drawings in reproducible form as

specified by Board. Concessionaire agrees that, upon the request of Board, Concessionaire will inspect the Leased Premises jointly with Board 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 Board, at no cost to Board.

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

Subsection 8.3 Alterations and Improvements to Airport. Concessionaire acknowledges that from time to time Board may undertake construction, repair, or other activities related to the operation, maintenance and repair of the Rental Car Facility or Terminal Building which may temporarily affect Concessionaire's operations hereunder. Concessionaire agrees to accommodate Board in such matters, even though Concessionaire's own activities may be inconvenienced, and Concessionaire agrees that no liability shall attach to Board, its members, employees, or agents by reason of such inconvenience or impairment. It is agreed that in the event such activities of Board 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 Airport Director. Concessionaire agrees that if relocation is required that Concessionaire shall move its operations as reasonably directed by Airport Director and said move is at Board's expense as determined by the Airport Director.

Subsection 8.4 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 Airport 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. Board agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the Airport, including the Rental Car Facility 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. Board shall provide, or cause to be provided, structural maintenance of the Rental Car Facility and shall provide, or cause to be provided, the washing of all windows (on the outside of the Rental Car Facility only) in the Leased Premises at periodic intervals.
 - c. Maintain Access. Board shall, throughout the term of this Agreement, maintain all airport-owned roads on the Airport giving access to the Rental Car Facility in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Rental Car Facility over said road at all times. Board reserves the right to reasonably restrict access to the Rental Car Facility 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 Rental Car Facility, as provided in Subsection 9.1, Concessionaire shall be obligated, without cost to Board, 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 Airport Director. Concessionaire shall be obligated, without cost to Board, to provide custodial service to Leased Premises, excluding the queuing space in front of the rental car concession counters for which the Board will provide custodial services.
- b. Hazardous Conditions. Upon discovery, Concessionaire shall immediately give oral notice to Board of any hazardous or potentially hazardous conditions in the Leased Premises or in the Rental Car Facility. 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 Airport Director. At the direction of said Airport Director, Concessionaire shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.
- c. Trash and Refuse. Board 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 Board.

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 Board, and without expense to Board, a surety bond, issued by a surety Concessionaire licensed to transact business in the State of Wisconsin and satisfactory to and approved by Board 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 Board from any liability, losses, or damages arising there from.

Subsection 10.2 Compliance with Federal Aviation Regulations and Security Requirements Parts 14 CFR Part 139 and 49 CFR Parts 1540 and 1542. 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 Board 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.

Subsection 10.3 Security, Performance Bond. During the term of this Agreement, the Board 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 Board, in its sole discretion, in the amount of twenty-five percent (25%) of Concessionaire's Minimum Annual Guarantee for each year hereunder, 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. Concessionaire's counter will be adequately staffed

and hours of operation shall be such that passengers of flights arriving or departing from the terminal will be accommodated. 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 Airport Director of Concessionaire's analysis of the optimum arrangements, but the final determination shall be made by the Airport Director based on their 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 Board. Concessionaire shall abide by all Transportation Security Administration (TSA) requirements for parking of Motor Vehicles near the Rental Car Facility and Terminal Building.

Subsection 11.3 Utilities.

- a. Board 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.
- b. Board 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. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring installation in place.

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 Airport 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 Airport Director, and employees will be appropriately dressed. Clothing will be neat and clean and present a professional appearance. Airport 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.

SECTION 13 – NON-DISCRIMINATION

Subsection 13.1. General Civil Rights Provisions. The Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire.

The 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. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Subsection 13.2. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Concessionaire, for itself, its assignees and successors in interest agrees as follows:

- a. **Compliance with Regulations:** Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as Exhibit D and which are herein incorporated by reference and made a part of this Agreement.
- b. **Nondiscrimination:** Concessionaire, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement 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 Concessionaire's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.
- d. Information and Reports: 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 Concessionaire 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 Concessionaire's noncompliance with the non-discrimination provisions of this Agreement, the Board will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Agreement, 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.

SECTION 14 - INDEMNIFICATION AND INSURANCE

Subsection 14.1 Indemnification. To the fullest extent allowable by law, Concessionaire hereby indemnifies and shall defend and hold harmless, at Concessionaire's expense, Board, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and

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expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Concessionaire, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on Board. Concessionaire's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligent or willful misconduct of Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as Board waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Concessionaire shall reimburse Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Subsection 14.2 Concessionaire to Provide General Liability and Automobile Insurance.

Concessionaire shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Insurance of not less than \$5,000,000 per occurrence;
- 3) To the extent that Concessionaire employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

Limits can be met with a combination of primary and excess policies.

Subsection 14.3 Concessionaire to Provide Property and Fire Insurance. 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 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 Board. Concessionaire and Board 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 14.4 Both Concessionaire and Board to Carry Fire Insurance. It is understood that both Concessionaire and Board carry insurance in the form of fire, extended coverage, vandalism, and malicious mischief (hereinafter called "Insurance Coverage") on the leased structural part of the premises, permanent improvements and loss of income, (in the case of Board) and on Leasehold Improvements, furniture, furnishings, equipment, inventory and loss of income, (in the case of Concessionaire), and said Insurance Coverage authorizes a waiver of subrogation between Board and Concessionaire, and the parties wish to enter into such waiver of subrogation to the extent of the said Insurance Coverage; therefore, to the extent that Board collects under its Insurance Coverage, Board waives any and all claims against Concessionaire, its agents, servants, and employees, for loss or damage to Board's property resulting from risks included in said Insurance Coverage; and, to the extent that Concessionaire collects under its Insurance Coverage, Concessionaire waives any and all claims against Board, its agents, servants, and employees, for loss or damage to Concessionaire's property resulting from risks included in said Insurance Coverage. If this waiver by the parties shall render fully any such insurance policy or shall result in the denial of coverage for a party under such policy, then the provision paragraph shall be deemed to be null and void.

Subsection 14.5 Insurance Certificate. A certificate evidencing insurance required by Subsection 14.2 and 14.3 and listing the Central Wisconsin Airport, Board, Marathon County and Portage County as additional insured(s), excluding Workers' Compensation, shall be filed with Board prior to this agreement being executed by Board, and such certificate shall provide that such Insurance Coverage will not be canceled or reduced without at least thirty (30) days prior written notice to Board. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such Insurance Coverage has been renewed shall be filed with Board. If such Insurance Coverage is canceled or reduced, Concessionaire shall within fifteen (15) days after receipt of written notice from Board of such cancellation or reduction in coverage, file with Board a certificate showing that the required insurance has been reinstated or provided through another insurance Concessionaire or companies.

SECTION 15 - DAMAGE OR DESTRUCTION OF PREMISES IN RENTAL CAR FACILITY

Subsection 15.1 Partial Damage. If all or a portion of the Rental Car Facility Premises is partially damaged by fire, explosion, the elements, public enemy, or other casualty, but not rendered untenable, the same will be repaired with due diligence by Board 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 Board 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

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extensive as to render the Rental Car Facility Premises untenable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by Board 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 Board'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 Board 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 Rental Car Facility and/or Ready/Return Block will only abate if the Board is unable to provide alternative space for Concessionaire to conduct its business.

Subsection 15.3 Complete Destruction. In the event the Rental Car Facility Premises are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they are untenable and cannot be replaced for more than thirty (30) days, Board 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 Board's Airport 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 Board 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 Rental Car Facility and/or Ready/Return Block will only abate if the Board is unable to provide alternative space for Concessionaire to conduct its business.

Subsection 15.4 Limits of Board's Obligations Defined. It is understood that, in the application of the foregoing Subsections, Board's obligations shall be limited to repair or reconstruction of the Rental Car Facility 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 Board:

- 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 Board, 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 Board in the performance of any covenant or agreement herein required to be performed by Board and the failure of Board 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 Board. Board may cancel this Agreement and terminate all of its obligations hereunder at any time that Board 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. The material breach by Concessionaire of any of the covenants or agreements herein contained and the failure of Concessionaire to remedy such breach as hereinafter provided. In this regard it is understood that nonpayment of fees or charges hereunder is a material breach. In the event of such material breach, Board shall give to Concessionaire notice in writing to correct such breach and if such breach shall continue for fifteen (15) business days after the receipt of such notice by Concessionaire, Board may, after the lapse of said fifteen (15) business day period, cancel this Agreement, without forfeiture, waiver, or release of Board's rights to any sum of money due or to become due under the provisions of this Agreement.
- 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, Board 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 - NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

SECTION 18 - SURRENDER OF POSSESSION

Concessionaire shall, upon termination of this Agreement or cancellation, quit and deliver up the Leased Premises and privileges to Board peaceably and quietly, with the Leased Premises being in as good order and condition as the same now are or may be hereafter improved by Concessionaire or Board, reasonable use and wear thereof excepted. In addition to any lien provided by Wisconsin law, Board shall have a specific lien on all property of Concessionaire, and related equipment on the Leased Premises as security for nonpayment. Concessionaire shall have the right to remove all of its trade fixtures and equipment installed or placed by it at its own expense, in, on or about the Premises; subject however, to any valid lien which Board may have thereon for unpaid charges or fees.

SECTION 19 - TAXES AND LICENSES

The Concessionaire (and any successor in interest) covenants that it shall properly elect at the time the lease is executed to irrevocably waive depreciation and investment tax credit with respect to the leased property and/or Leased Premises. The Concessionaire agrees to retain a copy of such election in its records for the entire term of the lease. The Concessionaire further covenants that any publicly recorded document which is recorded in lieu of the lease will also state that neither the Concessionaire nor any successor in interest under the lease will claim depreciation or an investment credit with respect to the

leased property. The term "leased property" for purposes of the foregoing election shall exclude any property (including fixtures, etc.) which was not financed with the proceeds of any "tax-exempt bond", as such term is defined by Section 150 (a)(6) of the Internal Revenue Code of 1986 (the "Code").

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

SECTION 20 - INSPECTION OF PREMISES

Board or its duly authorized representatives, or agents, and other persons for it, may enter upon said Leased Premises at any and all reasonable times during the term of this Agreement for the purpose and conditions hereof or for any other purpose incidental to rights of Board. Except in the case of an emergency or previous arrangement with the Concessionaire, Board's entry into the Premises shall be during reasonable business hours after providing reasonable advance notice, and in the presence of Concessionaire's representative.

SECTION 21 - HOLDING OVER

Should Concessionaire holdover said Leased Premises after this Agreement has terminated in any manner, Concessionaire shall continue such holding over only at sufferance to Board. In the event of such holding over, Board shall be entitled to collect from Concessionaire, 1.0 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.

SECTION 22 - QUIET ENJOYMENT

Board agrees that Concessionaire, upon payment of the fees and charges and all other payments to be paid by Concessionaire under the terms of this Agreement, and upon observing and keeping the agreements and covenants of this Agreement on the part of Concessionaire to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Agreement.

SECTION 23 - 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 24 - SECURITY AGREEMENTS

Board shall provide, or cause to be provided, during the term of this Agreement, all proper and appropriate public fire and police protection similar to that afforded to other Landside tenants or licensees

at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. Concessionaire shall comply with the Airport Security Plan and shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by Concessionaire, shall not in any way be construed to limit or reduce the obligations of Board hereunder.

SECTION 25 - 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 Board 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 Board for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Central Wisconsin 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, Board shall terminate this Agreement.

SECTION 26 - RIGHTS AND PRIVILEGES OF BOARD

- a. Board 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, Rental Car Facility 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. Board's Airport Director is hereby designated as its official representative for the enforcement of all provisions in this Agreement with full power to represent Board with dealings with Concessionaire in connection with the rights herein granted.
- c. The Airport 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, Airport 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. Board 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 Board deems appropriate, regardless of the desires or views of Concessionaire, and without interference or hindrance.
- e. During the time of war or National Emergency, Board shall have the right to lease the landing area of the Airport, or any part of Central Wisconsin 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. Board 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 landing at, taking off from, or operating on or in the vicinity of Central Wisconsin Airport, and the right to pursue all operations of the Central Wisconsin Airport.
- g. Board 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 Board, would limit the usefulness of the Airport, or constitute a hazard to aircraft.
- h. Board 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 Board due to Concessionaire's tenancy on the Central Wisconsin Airport. If said renegotiation is desired, written notice must be given to Concessionaire sixty (60) days prior to such renegotiations.

SECTION 27 - ACCESS CONTROL

- a. Concessionaire shall upon termination of this agreement return all issued keys and access control media to Board. If all issued keys and access control media are not returned to Board at the termination of this Agreement Concessionaire shall pay to Board 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 Board and shall pay to Board cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.

SECTION 28 – NO PERSONAL LIABILITY

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

SECTION 29 – GOVERNING LAW

This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Marathon County, Wisconsin. Each party waives its right to challenge venue.

WJW

SECTION 30 – JURY TRIAL WAIVER

The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

SECTION 31 – 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 Board 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 Board 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 Board, 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 32 – 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 33 – 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 Board. 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 assignment, sublet or transfer.

SECTION 34 – 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 35 – CONFLICTS OF INTEREST

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 Board.

SECTION 36 – ENTIRE AND SUPERSEDING AGREEMENT

This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof.

SECTION 37 – 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 38 – 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 39 – NOTICES

NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the Board: Central Wisconsin Airport
Central Wisconsin Joint Airport Board
100 CWA Drive, Suite 227
Mosinee, WI 54455

To the Concessionaire: Midwestern Wheels, Inc.
P.O. Box 1935
Appleton, WI 54912-1935

SECTION 40 – PUBLIC RECORD LAW

Concessionaire understands and acknowledges that Board 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 Board in complying with any public records request that Board receives pertaining to this Agreement. Additionally, Concessionaire agrees to indemnify and hold harmless Board, 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 Board'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 Board whereupon Board shall take custody of said records assuming such records are not already maintained by Board. This provision shall survive the termination of this Agreement.

SECTION 41 – 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 42 – NO THIRD PARTY BENEFICIARY

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

SECTION 43 – 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 44 – FORCE MAJEURE

Board shall not be responsible to Concessionaire and Concessionaire shall not be responsible to Board for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

SECTION 45 – 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 46 - INDEPENDENT CONTRACTORS

The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

SECTION 47 – NO INTERFERENCE

The Concessionaire and Board 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 48 – AUTHORITY

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.



SECTION 49 – COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

SECTION 50 – SURVIVAL

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

SECTION 51 – MORE FAVORABLE TERMS

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:

By:

Shelley Herritt

VEHICLE RENTAL SERVICES, LLC:

By:

WJ Wallenberg

Date:

January 14, 2022

BOARD:

ATTEST:

By:

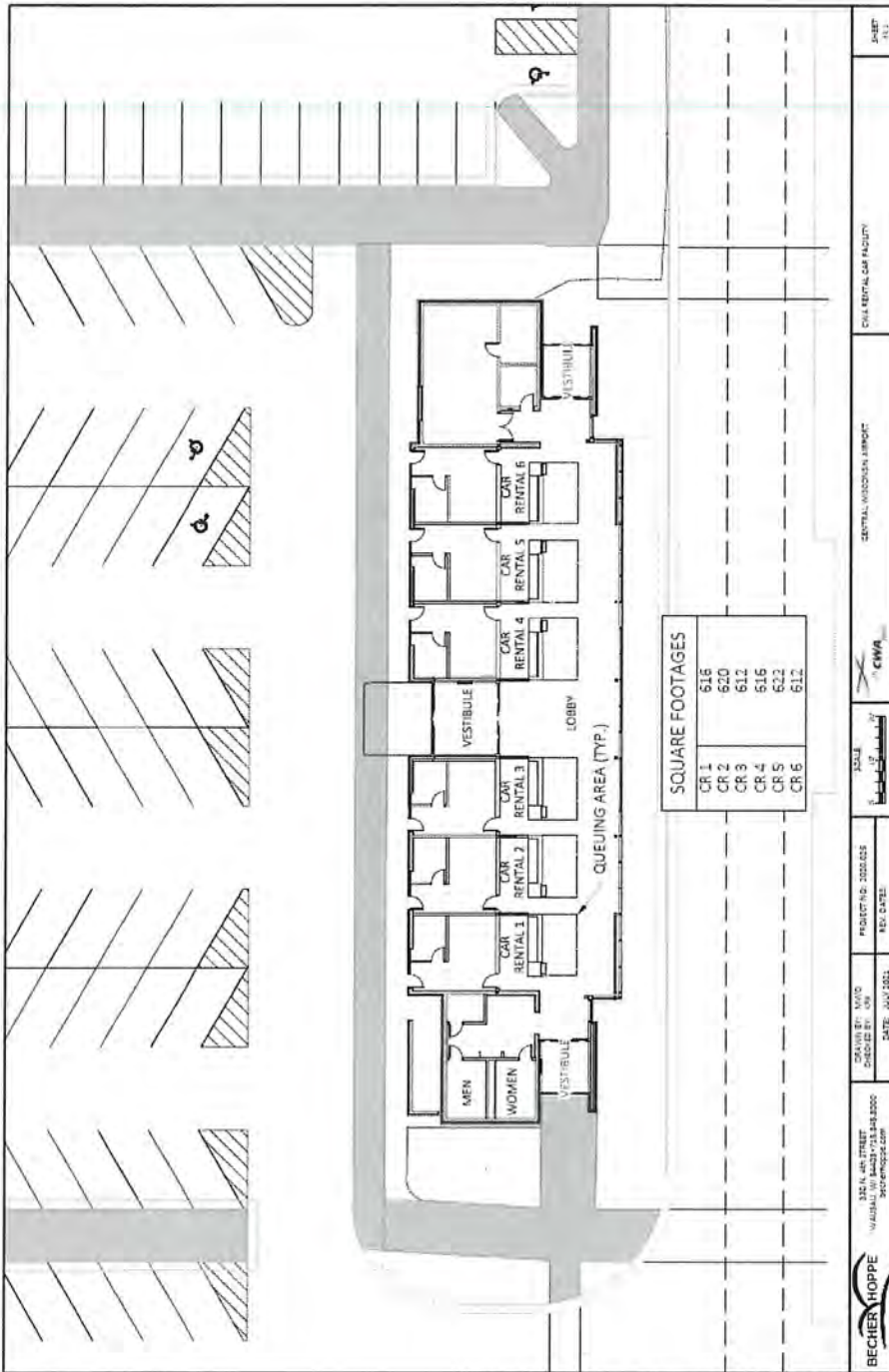
CENTRAL WISCONSIN JOINT AIRPORT BOARD

By:

Date:

WJW

EXHIBIT A1 – LEASED PREMISES – RENTAL CAR FACILITY COUNTER AND OFFICES



Car Rental 2 - Selected By:

Enterprise Rent-A-Car Company of Wisconsin, LLC – dba Enterprise Rent-A-Car

Concessionaire

Signed _____ Date _____

Car Rental 3 - Selected By:

Enterprise Rent-A-Car Company of Wisconsin, LLC – dba National Car Rental

Concessionaire

Signed _____ Date _____

Car Rental 5 - Selected By:

Midwestern Wheels, Inc – dba Avis Rent A Car

Concessionaire

Signed *WJH/alschlag 1-14-22* Date _____

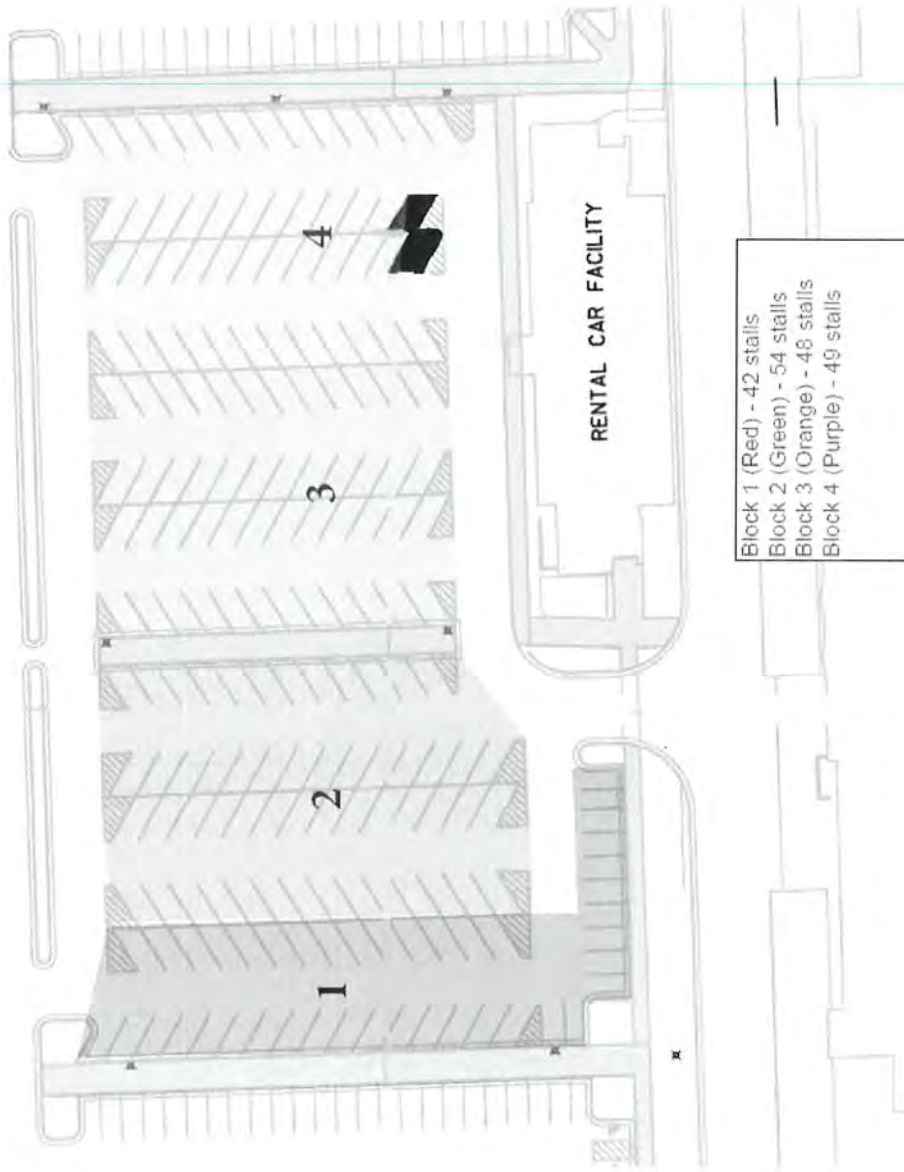
Car Rental 6 - Selected By:

Vehicle Rental Services, LLC – dba Budget Rent A Car

Concessionaire

Signed *WJH/alschlag 1-14-2022* Date _____

EXHIBIT A2 – LEASED PREMISES - READY/RETURN BLOCKS



Block 1 - Selected By:

Enterprise Rent-A-Car Company of Wisconsin, LLC – dba National Car Rental

Concessionaire

Signed

Date

Block 2 - Selected By:

Vehicle Rental Services, LLC – dba Budget Rent A Car

Concessionaire

WJW Challenge 1-14-2022
Signed Date

Block 3 - Selected By:

Enterprise Rent-A-Car Company of Wisconsin, LLC – dba Enterprise Rent-A-Car

Concessionaire

Signed

Date

Block 4 - Selected By:

Midwestern Wheels, Inc – dba Avis Rent A Car

Concessionaire

WJW Challenge 1-14-2022
Signed Date

EXHIBIT B – RENTAL CAR MONTHLY REPORT

CENTRAL WISCONSIN AIRPORT

**RENTAL CAR MONTHLY REPORT OF GROSS REVENUES
FOR MONTH OF _____**

Company Name: _____
Address: _____
City, State, Zip: _____
Contact Name: _____
Phone Number: _____

GROSS RENTAL REVENUE: _____
Percentage Fee (10%) _____
Less: Monthly Guarantee paid 1st of month: _____
(1) Privilege Fee Balance Due: _____

Number of Transaction Days: _____
(2) CFC Due (@ \$4.00 per Transaction Day): _____
Amount Due with this report (1) + (2): _____

Number of Transactions _____

Company Official Signing and Certifying accuracy of Information on this report:

Signature: _____

Typed Name and Title: _____

Date signed: _____

Payments should be made payable to the "Marathon County Treasurer"

REMIT THIS FORM AND PAYMENT TO: Central Wisconsin Airport
Attn: Airport Director
100 CWA Drive, Suite 227
Mosinee, WI 54455

EXHIBIT C – SAMPLE RENTAL CAR ACDBE REPORTING FORM

REPORT OF CERTIFIED ACDBE FORM
(CONCESSIONAIRES/SUBCONCESSIONAIRES/
SUPPLIERS/MANAGEMENT CONTRACTORS - COUNTED TOWARD GOALS)

Name of Firm _____

Address _____

City/State/Zip _____

Type of Concession _____

Gross Receipts (Total Dollars) _____

List below each Good and Service purchased the preceding fiscal year and which are included in your submission of the Uniform Report of ACDBE Participation. Provide the below information for **all** goods and services purchased whether they are ACDBEs or not.

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (i.e., lease, sublease) Began _____ Date Agreement (i.e., lease, sublease) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

_____ Black _____ Hispanic _____ Native American _____ Asian-Indian American

_____ Asian-Pacific American _____ Non-Minority Woman _____ Other Disadvantaged

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (i.e., lease, sublease) Began _____ Date Agreement (i.e., lease, sublease) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

WJW

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

____ Black ____ Hispanic ____ Native American ____ Asian-Indian American
____ Asian-Pacific American ____ Non-Minority Woman ____ Other Disadvantaged

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (i.e., lease, sublease) Began _____ Date Agreement (i.e., lease, sublease) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

____ Black ____ Hispanic ____ Native American ____ Asian-Indian American
____ Asian-Pacific American ____ Non-Minority Woman ____ Other Disadvantaged

Name of Good/Service Firm _____

Address _____

City _____ State _____ Zip _____

Type of concession/subconcession/supplier, etc., business _____

Date Agreement (i.e., lease, sublease) Began _____ Date Agreement (i.e., lease, sublease) Expires _____

Options to Renew _____ How Many _____ Length of time _____

Dates that material amendments have been or will be made to agreement, if known _____

Estimated goods and services purchased (in dollars) for this reporting period: _____

The disadvantaged individual having the largest ownership interest is (if ACDBE firm):

____ Black ____ Hispanic ____ Native American ____ Asian-Indian American
____ Asian-Pacific American ____ Non-Minority Woman ____ Other Disadvantaged

(Use additional sheets as needed)

EXHIBIT D - TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Agreement, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") agrees to comply with the following nondiscrimination 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);
- 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;
- 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 § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).



Agenda Item Summary

CENTRAL WISCONSIN AIRPORT

Airport Board Meeting Date: January 27, 2022

Agenda Item Title: #6) Review and Possible Action on Runway Shift Design Contract with Becher Hoppe Associates, Inc.

Staff Responsible: Mark Cihlar, Assistant Airport Director

Background: One of the goals in the 2015 Master Plan was to identify a solution to de-couple the intersection of runways 8-26 and 17-35 to address an FAA safety initiative to mitigate the potential for wrong runway departures. The preferred alternative identified through the Master Plan includes shifting Runway 8-26 to the east approximately 450'.

A petition for Federal and State funding for this project was approved by the Joint Airport Board on April 17, 2020. On August 21, 2022, the Joint Airport Board approved the selection of Becher Hoppe Associates, Inc. for a Master Civil Engineering Contract with CWA. This selection was completed through a competitive solicitation, which specifically included this project, for airport engineering services.

The detailed scope of work for the proposed contract was finalized and agreed upon between CWA, the BOA, and Becher Hoppe. CWA hired an independent firm to prepare an Independent Fee Estimate (IFE) based on the detailed scope of work. The IFE was then used as a benchmark for negotiations with Becher Hoppe to finalize the price of the contract. Enough differences in the IFE and the fee proposal required additional discussions with the IFE preparer to determine if there was a misunderstanding of the scope required to complete the work.

The selection, scoping, IFE, and negotiations for this contract are all in accordance with FAA Advisory Circular 150/5100-14E.

Timeline: The design of this project needs to be ready for bidding by June of 2022 in order to meet FAA grant application deadlines. The FAA has funding programmed for this project in 2022; however, FAA headquarters has not formally approved the full runway length planned for in this runway shift. Airport staff are working on a strategy for a meeting with FAA headquarters to gain their support and approval.

If approved by the Joint Airport Board, CWA staff would award the contract to Becher Hoppe, but limit the notice to proceed to work on the runway intersection and preliminary work on the east end of the runway necessary to keep the project on schedule for a June Bid opening. Design work on the east end would be minimized until approval for the full length of the runway is received from FAA headquarters.

Financial Impact: The final contract amount for the design of this project is still in negotiations and will be presented at the board meeting. CWA's 2022 operations budget includes \$1.4M for this design effort.

This design contract should ultimately be funded with 90% AIP funds (2023 entitlement), 5% State funds, and 5% CWA (PFC) funds. Initially, this design will be funded 100% locally by CWA with funds approved in the 2022 annual budget. In the past, CWA has regularly used this approach of using local funding to be reimbursed with future AIP funds to get a project shovel ready for a grant; however, this project comes with more financial risk than previous projects because of the pending FAA headquarters approval on runway length.

Serving Wausau, Stevens Point and the Central Wisconsin Region



Agenda Item Summary

CENTRAL WISCONSIN AIRPORT

If FAA headquarters reduces the eligibility of the full runway length, this project may have to be suspended until a new Master Plan is completed.

Contributions to Airport Goals: This project is the result of over 6 years of planning effort to improve safety and maintain capacity of the airfield at CWA.

Recommended Action: Airport staff recommend approval of the Runway Shift Design Contract, negotiated in good faith with Becher Hoppe Associates, Inc. using 100% local funding, pending successful negotiations in accordance with FAA A/C 150/5100-14E.

Documents to be Presented at Board Meeting: Record of Negotiations, Design Contract

Airport Board Meeting Date: January 27, 2022

Agenda Item Title: #7a) Review and Possible Action on Purchase of Snow Removal Equipment: Ramp Cupping Plow Under PFC Application 5

Staff Responsible: Mark Cihlar, Assistant Airport Director

Background: The airport began to modernize the Snow Removal Equipment (SRE) fleet in 2016. At the time, the average age of CWA's SRE fleet was 18 years old. Since then, the airport has developed a fleet replacement plan that is focused on lowering the overall cost to the CWA annual budget and improving the efficiency of snow removal operations.

One piece of equipment that was identified to improve efficiency is a ramp cupping plow attachment for the airport's largest loader, #22. It will add to CWA's fleet the capability for a loader to quickly push large amounts of snow into windrows, and push piles with the same plow. This attachment will also improve the versatility of loader #22, which is currently only used to carry the airport's backup snow blower. The MB Ramp Cupping Plow (picture below) has been identified by staff as an ideal solution to meet this need.



On April 19, 2019, the Joint Airport Board approved Resolution R-02-19 for PFC Application #5. PFC Application #5 authorizes the collection and use of funds to pay for 100% of this equipment purchase. The FAA approved PFC Application #5 on September 11, 2019.

The proposed 27' MB P5500C Ramp Cupping Plow from MB Companies, Inc. is available through the Minnesota State Cooperative Purchasing Venture (MN-CPV). CWA's became a MN-CPV member in 2017, and purchase of equipment through MN-CPV is in accordance with Marathon County Procurement Code.

Timeline: The current lead time on this plow from MB is 6 months. The plow would be available for use by the 2022/2023 winter season.



Agenda Item Summary

CENTRAL WISCONSIN AIRPORT

Financial Impact: The total cost for this equipment is \$86,916.20. This equipment purchase will be paid for 100% with PFC funds. CWA's current PFC fund balance is approximately: \$400,000.

Contributions to Airport Goals: This equipment purchase is in alignment with the 2020 goal to address staffing issues as it will improve the efficiency of snow removal operations.

Recommended Action: Airport staff recommends approval of the purchase of this Snow Removal Equipment under PFC Application 5.

Airport Board Meeting Date: January 27, 2022

Agenda Item Title: #7b) Review and Possible Action on Purchase of Snow Removal Equipment: State Funded Replacement of Loader and Attachments for Airside and Landside Snow Removal

Staff Responsible: Mark Cihlar, Assistant Airport Director

Background: CWA Staff have worked with Wisconsin DOT Bureau of Aeronautics (BOA) to identify potential projects at CWA that are eligible for State Funding available in 2022. One project currently being reviewed by the BOA is an SRE loader to replace one of CWA's existing loaders, #24, a CAT 924G. This loader is one of the airport's most versatile and is the most used loader in the fleet. Loader #24 was purchased with AIP funds in 2004. Since its purchase, the FAA's SRE eligibility formulas for AIP funding have changed, and this loader is no longer eligible for AIP or PFC funding. The current loader is in need of a major engine overhaul, and replacement with state funds is consistent with CWA's fleet replacement plan. A CAT 926M loader with a multifunction snow wing, broom, and box plow attachments has been identified by staff as the appropriate equipment to replace the existing loader and attachments. Staff are still evaluating the appropriate size and features for each of the attachments, which may be purchased with the loader, or under separate contract.

The proposed 926M CAT loader is available to CWA under three different contract options: Sourcewell, Minnesota State Cooperative Purchasing Venture, and locally through Fabick CAT of Wausau. Marathon County Procurement Code recently changed to allow the Central Wisconsin Joint Airport Board to authorize small purchase procurement (3 quotes) up to the federal simplified acquisition threshold, currently set at \$250,000.



Timeline: Quotes would be finalized and the purchase contract(s) executed after funding is approved by the BOA. Current lead time on the equipment is approximately 6 months.

Financial Impact: This project would be funded with 80% state funds, and 20% local funds. Total purchase price of the loader and attachments is estimated to be approximately \$225,000. CWA's local share of this cost would be up to \$45,000. This cost would be offset by the surplus sale of the existing loader and attachments. Any deficit would be paid out of the 2022 annual budget.



Agenda Item Summary

CENTRAL WISCONSIN AIRPORT

Contributions to Airport Goals: This project would improve the services provided by the airport and reduce long term operating expenses.

Recommended Action: Airport staff recommends approval of the purchase of replacement airport snow removal equipment, including a loader and attachments, under small purchase procurement procedures, contingent on State funding.

CENTRAL WISCONSIN AIRPORT STATISTICAL REPORT
SUMMARY - DECEMBER 2020 - 2021

24-Jan-22

	2020 MONTH	2021 MONTH	% CHANGE 20-21	2020 Y-T-D	2021 Y-T-D	% CHANGE 20-21
ACTUAL LANDINGS						
AMERICAN	29	55	89.7%	569	737	29.5%
UNITED	32	59	84.4%	583	584	0.2%
DELTA	86	109	26.7%	963	1,494	55.1%
CHARTERS	0	1	100.0%	9	7	-22.2%
TOTAL OPERATIONS	294	448	52.4%	4,248	5,644	32.9%
ATCT OPERATIONS	956	931	-2.6%	11,884	13,605	14.5%
AIRLINE CANCELLATIONS						
AMERICAN	1	3	200.0%	33	11	-66.7%
UNITED	0	0	0.0%	2	2	0.0%
DELTA	3	0	-100.0%	38	2	-94.7%
TOTAL CANCELLATIONS	4	3	-25.0%	73	15	-79.5%
ENPLANED PASSENGERS						
AMERICAN	1,023	2,071	102.4%	18,385	28,093	52.8%
UNITED	1,036	2,002	93.2%	15,269	20,721	35.7%
DELTA	1,869	3,840	105.5%	22,191	46,275	108.5%
CHARTERS	0	162	100.0%	937	664	-29.1%
TOTAL ENPLANED PASSENGERS	3,928	8,075	105.6%	56,782	95,753	68.6%
DEPLANED PASSENGERS						
AMERICAN	1,062	2,148	102.3%	16,709	27,227	62.9%
UNITED	1,049	2,114	101.5%	15,294	20,802	36.0%
DELTA	1,877	3,838	104.5%	22,184	46,006	107.4%
CHARTERS	0	162	100.0%	937	664	-29.1%
TOTAL DEPLANED PASSENGERS	3,988	8,262	107.2%	55,124	94,699	71.8%
AIR FREIGHT - AMERICAN	45	502	1015.6%	413	1,201	190.8%
AIR FREIGHT - UNITED	0	0	0.0%	0	0	0.0%
AIR FREIGHT - DELTA	1,619	0	-100.0%	24,051	18,258	-24.1%
TOTAL AIRFREIGHT - AIRLINES	1,664	502	-69.8%	24,464	19,459	-20.5%
TOTAL AIRFREIGHT - GENERAL AVIATION	182,777	143,725	-21.4%	1,695,396	1,744,252	2.9%
AIRLINES & GEN AVIATION - AIR FREIGHT	184,441	144,227	-21.8%	1,719,860	1,763,711	2.5%

LOAD FACTOR-CURRENT MONTH	SEATS	PAX	FACTOR
AMERICAN	2,650	2,071	78.2%
UNITED	2,950	2,002	67.9%
DELTA	5,419	3,840	70.9%

**CENTRAL WISCONSIN AIRPORT STATISTICAL REPORT
SUMMARY - DECEMBER MONTHLY
2019 - 2021**

	DECEMBER 2019	DECEMBER 2020	DECEMBER 2021	% CHANGE 2019/2021	% CHANGE 2020/2021
ACTUAL LANDINGS					
AMERICAN	77	29	55	-28.6%	89.7%
UNITED	85	32	59	-30.6%	84.4%
DELTA	106	86	109	2.8%	26.7%
CHARTERS	1	0	1	0.0%	100.0%
TOTAL OPERATIONS	538	294	448	-16.7%	52.4%
ATCT OPERATIONS	1,147	956	931	-18.8%	-2.6%
AIRLINE CANCELLATIONS					
AMERICAN	4	1	3	-25.0%	200.0%
UNITED	1	0	0	-100.0%	0.0%
DELTA	2	3	0	-100.0%	-100.0%
TOTAL CANCELLATIONS	7	4	3	-57.1%	-25.0%
ENPLANED PASSENGERS					
AMERICAN	3,041	1,023	2,071	-31.9%	102.4%
UNITED	3,101	1,036	2,002	-35.4%	93.2%
DELTA	4,499	1,869	3,840	-14.6%	105.5%
CHARTERS	142	0	162	14.1%	100.0%
TOTAL ENPLANED PASSENGERS	10,783	3,928	8,075	-25.1%	105.6%
DEPLANED PASSENGERS					
AMERICAN	2,883	1,062	2,148	-25.5%	102.3%
UNITED	3,315	1,049	2,114	-36.2%	101.5%
DELTA	4,475	1,877	3,838	-14.2%	104.5%
CHARTERS	142	0	162	14.1%	100.0%
TOTAL DEPLANED PASSENGERS	10,815	3,988	8,262	-23.6%	107.2%
AIR FREIGHT - AMERICAN	250	45	502	100.8%	1015.6%
AIR FREIGHT - UNITED	0	0	0	0.0%	0.0%
AIR FREIGHT - DELTA	2,427	1,619	0	-100.0%	-100.0%
TOTAL AIRFREIGHT - AIRLINES	2,677	1,664	502	-81.2%	-69.8%
TOTAL AIRFREIGHT - GENERAL AVIATION	175,658	182,777	143,725	-18.2%	-21.4%
AIRLINES & GENERAL AVIATION - AIR FREIGHT	178,335	184,441	144,227	-19.1%	-21.8%

Central Wisconsin Airport – Flight Schedule

January 27, 2022



<u>Arrivals – Delta</u>				<u>Departures – Delta</u>			
5270	14:03	from MSP	CRJ	5116	06:56	to DTW	CRJ
5223	15:10	from DTW	CRJ	5054	08:00	to MSP	CRJ
4805	20:57	from MSP	CRJ	5224	14:43	to DTW	CRJ
5409	21:34	from DTW	CRJ	5242	16:10	to MSP	CRJ



<u>Arrivals – American Eagle</u>				<u>Departures – American Eagle</u>			
4143	14:02	from ORD	ERJ	3788	05:30	to ORD	ERJ
3541	21:27	from ORD	ERJ	4143	14:55	to ORD	ERJ

Upcoming Charter Schedule

February 7th – Swift Wojo to Laughlin
 February 28th – Sun Country to Laughlin

MSP = Minneapolis
 ORD = Chicago O’Hare
 DTW = Detroit

Total CWA Flights Daily = 6

CWA Legislative Update – January 2022

Federal Court Pauses Federal Employee Vaccine Mandate

(Source: Airport Alert, AAAE)

January 21, 2022

The U.S. Court for the southern district of Texas issued an injunction against President Biden's COVID-19 vaccine mandate that required all federal employees be vaccinated or obtain a religious or medical exemption or else face termination. This injunction pauses implementation of this requirement for more than 2 million civilian servants including those working at TSA, CBP, and FAA. This injunction does not impact the Department of Defense's separate vaccine mandate on all of its uniformed military personnel.

Federal agencies through the end of 2021 could only encourage non-compliant employees to get vaccinated according to guidance issued by the Office of Personnel Management and the Office of Management and Budget on December 9, 2021. No additional enforcement actions beyond education and counseling could occur. At the beginning of 2022, federal agencies could move forward with reprimands, suspensions, and terminations for those that did not meet the vaccine requirement or had their exemption request denied. Some had already begun this.

In today's ruling, the Texas judge stated that "the court notes at the outset that this case is not about whether folks should get vaccinated against COVID-19—the court believes they should. It is not even about the federal government's power, exercised properly, to mandate vaccination of its employees. It is instead about whether the President can, with the stroke of a pen and without the input of Congress, require millions of federal employees to undergo a medical procedure as a condition of their employment. That, under the current state of the law, as just recently expressed by the Supreme Court, is a bridge too far."

This court declined to rule on the federal contractor vaccine requirement, noting that this executive order is already the subject of a nationwide injunction.

**CENTRAL WISCONSIN AIRPORT
REVENUE 2021
PRELIMINARY**

24-Jan-22

	BUDGET 2021	MONTH OF DECEMBER	YEAR TO DATE	% OF BUDGET
5409-53 FUEL SALES	\$30,000	\$5,588	\$37,154	123.8%
5410-53 FUEL FLOWAGE	\$35,000	\$10,254	\$60,314	172.3%
5411-53 LANDING FEES	\$300,000	\$25,654	\$331,291	110.4%
5418-53 RAMP CHARGES	\$50,000	\$5,093	\$62,132	124.3%
AIRFIELD	\$415,000	\$46,589	\$490,891	118.3%
5422-56 UTILITIES	\$450	\$188	\$451	100.2%
CONTROL TOWER	\$450	\$188	\$451	100.2%
5412-55 RENT	\$100,000	\$11,114	\$95,535	95.5%
5422-55 UTILITIES	\$3,000	\$0	\$0	0.0%
HANGAR	\$103,000	\$11,114	\$95,535	92.8%
5497-57 LABOR-CWA	\$1,000	\$0	\$845	84.5%
5498-57 MATERIALS-CWA	\$0	\$563	\$563	0.0%
5499-57 MISC-CWA	\$2,000	\$76	\$1,453	72.7%
MAINTENANCE SHOP	\$3,000	\$639	\$2,860	95.3%
5412-54 RENT	\$30,000	\$2,655	\$32,040	106.8%
5414-54 FARM LAND RENT	\$84,000	\$24,851	\$139,914	166.6%
5417-54 HWY BILLBOARDS	\$9,500	\$0	\$9,832	103.5%
5422-54 UTILITIES	\$0	\$0	\$0	0.0%
5432-54 CORPORATE HANGAR	\$100,000	\$8,052	\$151,157	151.2%
NET LEASE	\$223,500	\$35,558	\$332,943	149.0%
5440-51 PARKING	\$900,000	\$74,339	\$858,701	95.4%
5412-52 RENT	\$970,000	\$131,751	\$1,067,628	110.1%
5416-52 ADVERTISING	\$20,000	\$0	\$9,043	45.2%
5422-52 UTILITIES	\$36,550	\$3,250	\$40,891	111.9%
5431-52 SECURITY	\$5,500	\$4,682	\$7,022	127.7%
5499-52 MISCELLANEOUS	\$23,000	\$0	\$23,937	104.1%
TERMINAL BUILDING	\$1,055,050	\$139,683	\$1,148,521	108.9%
TOTAL	\$2,700,000	\$308,109	\$2,929,902	108.5%
1210 SALES TAX DISCOUNT	\$0	\$0	\$199	
8110 INTEREST ON INVEST	\$30,000	\$0	\$16,989	
8310 SALE FIXED ASSETS	\$20,000	\$0	\$38,701	
8350 INS RECOV	\$0	\$0	\$0	
8400 OTHER MISC REV	\$0	\$0	\$0	
8413 WORKERS COMP REIMB	\$0	\$0	\$0	
GRAND TOTAL	\$2,750,000	\$308,109	\$2,985,792	108.6%

5419-53 PASSENGER FAC. CHGS.	\$200,000	\$34,363	\$371,148	185.6%
8110 PFC INTEREST	\$5,000	\$0	\$2,987	59.7%
TOTAL PASSENGER FACILITY CHGS.	\$205,000	\$34,363	\$374,135	182.5%
5420-52 CFC CAR RENTAL FEES	\$212,200	\$31,212	\$169,842	80.0%

**CENTRAL WISCONSIN AIRPORT
DISBURSEMENTS - DECEMBER 2021
PRELIMINARY**

	2021 BUDGET	THIS MONTH	2021 YTD	YTD % of BUDGET
PERSONAL SERVICES				
SALARIES	\$400,797.00	\$43,288.00	\$451,655.04	112.7%
WAGES	\$729,799.00	\$61,438.21	\$626,244.34	85.8%
EMPLOYEE BENEFITS	\$18,500.00	\$3,282.70	\$8,317.24	45.0%
EMPLOYER CONTRIBUTIONS	\$464,932.00	\$14,809.51	\$411,294.05	88.5%
SUB TOTAL	\$1,614,028.00	\$122,818.42	\$1,497,510.67	92.8%
CONTRACTUAL SERVICES				
PROFESSIONAL SERVICES	\$156,500.00	\$37,462.51	\$169,557.77	108.3%
UTILITY SERVICES	\$270,000.00	\$39,121.56	\$225,253.26	83.4%
REPAIR-MAINT/STREETS	\$10,000.00	\$0.00	\$4,607.23	46.1%
REPAIR-MAINT EQUIP/BUILDINGS	\$90,000.00	\$8,379.78	\$79,194.81	88.0%
CONTRACTUAL SERVICES	\$190,000.00	\$43,709.73	\$200,348.34	105.4%
SUB TOTAL	\$716,500.00	\$128,673.58	\$678,961.41	94.8%
SUPPLIES & EXPENSES				
OFFICE SUPPLIES	\$6,000.00	\$587.34	\$5,875.21	97.9%
ADVERTISING/MEMBERSHIP/DUES	\$83,100.00	\$6,955.00	\$75,444.12	90.8%
TRAVEL	\$18,600.00	\$17,669.42	\$34,652.88	186.3%
OPERATING SUPPLIES	\$182,500.00	\$67,137.27	\$185,349.26	101.6%
REPAIR/MAINT SUPPLIES/GASOLINE	\$158,000.00	\$32,801.53	\$155,362.15	98.3%
CONSUMABLE TOOLS/SUPPLIES	\$6,000.00	\$981.58	\$6,186.84	103.1%
SUB TOTAL	\$454,200.00	\$126,132.14	\$462,870.46	101.9%
BUILDING MATERIALS				
METAL PRODUCTS	\$2,500.00	\$165.37	\$2,725.92	109.0%
WOOD PRODUCTS	\$500.00	\$0.00	\$0.00	0.0%
RAW MATERIALS/RWY PAINT	\$20,000.00	\$0.00	\$2,492.24	12.5%
ELECT FIXTURES/RWY SIGNS	\$5,000.00	\$1,208.87	\$5,969.36	119.4%
ASPHALT/ASPHALT FILLER	\$25,000.00	\$0.00	\$44,400.00	177.6%
SUB TOTAL	\$53,000.00	\$1,374.24	\$55,587.52	104.9%
FIXED CHARGES				
INSURANCE/OTHER LOSSES	\$92,792.00	\$0.00	\$84,681.00	91.3%
CAPITAL OUTLAY				
CAPITAL EQUIPMENT	\$85,000.00	\$19,098.48	\$202,012.66	237.7%
CAPITAL IMPROVEMENTS	\$1,370,000.00	\$0.00	\$38,770.50	2.8%
SUB TOTAL	\$1,455,000.00	\$19,098.48	\$240,783.16	16.5%
TOTALS	\$4,385,520.00	\$398,096.86	\$3,020,394.22	68.9%

**2020-2021 CWA Budget Summary YTD - December
Preliminary**

	<u>December YTD - 2021</u>	<u>December YTD - 2020</u>	<u>% CHANGE</u>
Airfield	\$490,891	\$476,921	
Control Tower	\$451	\$451	
Hangar	\$95,535	\$94,151	
Maintenance Shop	\$2,860	\$4,954	
Net Lease	\$332,943	\$249,292	
Parking	\$858,701	\$558,263	
Terminal Area	\$1,148,521	\$1,040,805	
Misc.	\$55,889	\$178,044	
Total Revenues	\$2,985,791	\$2,602,881	14.71%
Personal Services	\$1,497,511	\$1,486,552	
Contractual Services	\$678,961	\$553,577	
Supplies and Expense	\$462,870	\$428,301	
Building Materials	\$55,588	\$63,668	
Fixed Charges-Insurance	\$84,681	\$76,753	
Capital Outlay	\$240,783	\$528,621	
Total Expenses	\$3,020,394	\$3,137,472	-3.73%
Revenue over Expense	-\$34,603	-\$534,591	