



**INSTRUCTION TO BIDDERS**

**and**

**SPECIFICATIONS**

**for**

**AUTOMOBILE RENTAL CONCESSIONS**

West Virginia International Yeager Airport (CRW)

Charleston, West Virginia

## **KEY DATES**

|                              |  |
|------------------------------|--|
| Advertisement                | Tuesday, January 3, 2023                 |
| Mandatory Pre-Bid Conference | Tuesday, January 31, 2023<br>(10am-12pm) |
| Written Questions Due        | Tuesday, February 14, 2023               |
| Final Addendum               | Tuesday, February 28, 2023               |
| Bids Due / Bid Opening       | Tuesday, April 25, 2023 (12pm)           |
| Award Contracts              | Tuesday, May 23, 2023                    |
| Contract Date                | July 1, 2023                             |

(No Contact Period January 3 – June 30)

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## **ADVERTISEMENT**

The Central West Virginia Regional Airport Authority (CWVRRA) will receive sealed bids for the nonexclusive privilege of providing automobile rental concessions at West Virginia International Yeager Airport (CRW), Charleston, West Virginia.

There will be a **mandatory pre-bid conference on Tuesday, January 31, 2023 from 10:00 a.m. to 12:00 p.m.** (local time) to review instructions and specifications, discuss the draft concession agreement, and tour the facility. The conference will be held in the Airport Authority's Public Use Conference Room. For those who cannot attend in person, the call in number for the Pre-Bid Conference is (304) 344-8033 or such other number as may be furnished to prospective bidders. **In-person attendance is highly recommended.**

Bids should be **submitted to the Airport Director at 100 Airport Road, Suite 175, Charleston, West Virginia, 25311 by 12:00 p.m. (local time) on Tuesday, April 25, 2023**, at which time they will be publicly opened and read in the Airport Authority's Public Use Conference Room.

Copies of the Contract Documents (Advertisement, Instructions to Bidders, Specifications, Bid Form, Information Concerning Bidder, and Draft Concession Agreement) may be obtained by contacting CRW at the above address or via email at [josh@yeagerairport.com](mailto:josh@yeagerairport.com). Only a request for Contract Documents, or addressing an operational issue under a current agreement, will be an appropriate contact between the advertisement and contract date periods (No Contact Period). Any violation of the No Contact Period may result in disqualification as a bidder.

CWVRRA reserves the right to reject any and all bids and to waive informalities and technical defects in all bids.

Dominique Ranieri  
Airport Director & CEO

## **INTRODUCTION**

The Central West Virginia Regional Airport Authority (CWVRAA) is the owner/operator of West Virginia International Yeager Airport (CRW) located in Charleston, West Virginia. CRW is the primary commercial service airport in West Virginia serving as the gateway for both business and leisure travelers. For fiscal year 2022 ending June 30, 2022, 159,081 passengers deplaned at CRW and car rental companies grossed approximately \$6,787,744.

The rental car facilities located at CRW include: in-terminal customer service counters, terminal office space, a ready/return covered parking garage (RAC Garage), a consolidated QTA facility (quick turn around, storage lots, and fuel storage tanks).

The incumbent rental car brands operating at CRW include: Alamo, Avis, Budget, Enterprise, and National. Any brand choosing to operate an off-airport location in lieu of an on-airport location will be charged a premium in order to offset negative airport related financial impacts to the on-airport concessionaires.

In accordance with Regulations of the US Department of Transportation, 49 CFR Part 23, CWVRAA has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) concession plan under which qualified firms may have the opportunity to operate an airport business. Each successful bidder will be required to submit information concerning its good faith efforts to include DBEs that will participate in this concession.

## **INSTRUCTIONS TO BIDDERS**

1. **INVITATION:** CWVRRAA is hereby inviting bids, from all interested and qualified parties, for operating automobile rental concessions at West Virginia International Yeager Airport (CRW), Charleston, West Virginia.

2. **DETERMINATION OF CONCESSIONAIRES:** Only those bids received by the Bid Opening deadline and in proper form will be considered. The experience, financial ability, and reputation of each bidder will be important considerations in the selection of the successful bidder for auto rental concessionaires. CWRAA, whose determination will be final, will award separate contracts to each of the four (4) best qualified companies submitting the highest minimum first year annual guarantees. CWVRRAA reserves the right to reject any and all bids, to rebid, to waive any informalities and technical defects in any bid, or to award less than four automobile rental concession agreements.

3. **QUALIFICATION OF BIDDERS:** In order to be a qualified bidder, interested parties must be capable of providing the following services at CRW:

National Credit card system;

National Reservations system;

"Rent it here, leave it there" service; at the minimum to and from the hub airport locations within an eight (8) hour drive of Charleston, WV, and alternative service airports within a four (4) hour drive of Charleston. Those airports would include all of the following airports: Baltimore, Charlotte, Detroit, Cincinnati, Washington DC, Atlanta, Philadelphia, Pittsburgh, Columbus, Lexington and Roanoke.

A sufficient fleet of automobiles to provide efficient and courteous rent-a-car service at CRW. All automobiles used to provide this service must be current models or models of the immediately preceding three (3) model years.

A recognized company, corporation, or partnership under the laws of one of the states of the United States, and before commencing operations under terms of the concession agreement, must be authorized to do business in the State of West Virginia.

4. FILING BIDS: Each bid is to be submitted in a sealed envelope marked "Automobile Rental Concession - West Virginia International Yeager Airport" and must bear the name and address of the bidder. Bids will be received by the Airport Director up until the hour of 12:00 p.m. (ET) on the date set out for Bid Opening.

5. FORM OF BIDS: Each bid shall be on the form attached, hereto, as Appendix A. Bids must be based upon and meet all requirements of the specifications made a part of this invitation.

6. BID BOND: Each bid must be accompanied by a bank cashier's check or certified check made payable to the Central West Virginia Regional Airport Authority in the principal sum of five thousand dollars (\$5,000) as a guarantee that the prospective concessionaire, if a successful bidder, will enter into a contract for providing automobile rental concession services, as more fully explained in these Instructions and Specifications. This Bid Bond is to be retained by CWVRAA as liquidated damages in the event a selected successful bidder fails to enter into a contract as provided herein, or upon failure to conform to all of the conditions made in its bid; otherwise, upon execution of the agreement, the Bid Bond will be returned as provided for herein.

7. EXECUTION OF DOCUMENTS: The Bid Form, marked Appendix A, and Information Concerning Bidder, Appendix B, and agreement to execute the Concession Agreement, Appendix C, must be completed in every respect by a representative authorized to bind the prospective concessionaire to the truth of the statements made therein, with both forms being sworn to before a notary public. The official name of the bidder shall be the name in which the bid is submitted and the contract executed.

BIDDER TO INFORM SELF: Each bidder shall carefully examine these Instructions and Specifications and shall judge, for itself, as to all conditions and circumstances having relationship to the bid. Each bidder will be responsible for making an on-site inspection of the Airport, to include the location and site of the automobile rental facilities, both in the terminal building and in the RAC Garage and QTA facility. Failure on the part of any bidder to make such examination and on-site inspection shall not constitute grounds for

declaring a misunderstanding of the conditions and descriptions regarding this solicitation.

REJECTION OF BIDS - ATTACHING ADDITIONAL INFORMATION: The Authority reserves the right to reject any and all bids submitted by any prospective concessionaire. Any information that is required to be supplied by a bidder must be submitted on the forms attached to and made a part of these Instructions and Specifications.

OPENING AND READING BIDS: At the time and place set for the Bid Opening, each and every bid received complete and in proper form, and prior to the scheduled time Bid Opening, will be publicly opened and read in the Authority's Public Use Conference Room, located on the second floor of the terminal building at CRW. At the Bid Opening, only the name of the prospective concessionaire and the total amount of the minimum annual guarantee will be read. Any bid received after the Bid Opening time will, upon request, be returned to the bidder unopened. The opening and reading of a bid will not constitute waiver of any defects therein.

MINIMUM ANNUAL GUARANTEE - PERFORMANCE BOND: The minimum annual guarantee bid for the first year of the concession agreement shall be determined by the bidder. During the term of the concession agreement, each selected concessionaire shall furnish and maintain a Performance Bond in an amount equal to the first year minimum annual guarantee, or an amount equal to the prior year's concession fee paid to CWVRRAA, whichever is greater, and in a form acceptable to CWVRRAA. A letter of credit fulfills the intent of a performance bond. Concessionaire shall be responsible for providing the updated Performance Bond to CWVRRAA on each anniversary of the concession agreement term, without notice from CWVRRAA. The Surety and Sureties upon the required Performance Bond shall be corporate Surety or Sureties duly authorized to do business in the State of West Virginia.

WITHDRAWAL OF BIDS - AWARD OF CONTRACT - RETURN OF BID BONDS:

Withdrawal - A prospective concessionaire may withdraw its bid provided that a request, in writing, to do so is presented to the Airport Director *prior to 10:00 a.m. (ET) on the day set for Bid Opening*. Also, the prospective concessionaire



may change its minimum guarantee in the bid provided that said amendment is submitted in writing and presented to the Airport Director prior to the time stated above. Telephone or electronic transmission of amendments of bids will not be considered.

**Award of Concession Agreement** - Concession privileges will be awarded to the best qualified bidders submitting the highest minimum guarantee bid as specified herein. Awards shall be made on or about the Award Contracts date. Successful bidders will be notified in writing by CWVRRAA. Each of the highest bidding and best qualified companies (not more than four) will be furnished a final execution version of the concession agreement, prepared in accordance with these Instructions and Specifications, to be executed without modifications and returned to the Authority, along with its Performance Bond, on or before the 30th day following the Award Contracts date.

**Return of Bid Bonds** - Certified or bank cashier's checks representing Bid Bonds of the six highest and best qualified bids may be retained by CWVRRAA until the four successful bidders have executed and returned to CWVRRAA the Concession Agreement and the required Performance Bond as herein provided. Certified or bank cashier's checks of all except the six highest bidding and best qualified proposers will be returned after the Bid Opening.

**Failure to Execute Concession Agreements** - Should a successful bidder fail or refuse to return an executed and unmodified concession agreement and return the aforementioned Performance Bond on or before the 30th day following Award Contracts date, the certified or bank cashier's check, representing the Bid Bond, submitted by this bidder, shall become the property of CWVRRAA, representing a settlement for liquidated damages. If CWVRRAA then so desires, it may award a concession agreement to the next highest and best qualified bidder. Said bidder shall then execute and deliver to CWVRRAA, within thirty (30) days from receipt of notification of the selection, the executed and unmodified Concession Agreement and required Performance Bond. Provided the fifth highest and best qualified bidder defaults, then the sixth highest and best qualified bidder will be subject to the foregoing provisions.

**Withdrawal of Proposals After Opening** - No prospective Concessionaire, after Bid Opening by CWVRRAA and prior to the time stipulated for return of its

certified or bank cashier's check, may withdraw its bid except on the forfeiture of such certified or bank cashier's check to CWVRAA as liquidated damages.

EXPLANATION OF OR DISCREPANCIES IN SPECIFICATIONS: Should prospective concessionaires find discrepancies or omissions in the Instructions and/or Specifications, or should there be any doubt as to the meaning of any provisions, they shall notify, CWVRAA at the Pre-Bid Conference only, who will then authorize a written addendum (no later than the Final Addendum date) to all prospective concessionaires. Prospective concessionaires will be determined by those who respond to the Advertisement by requesting the Contract Documents. Any other solicitation of a member of CWVRAA may be grounds for disqualification. CWVRAA will not be responsible for any oral statements.

PRE-BID CONFERENCE: CWVRAA will **conduct a mandatory Pre-Bid Conference from 10:00 a.m. to 12:00 p.m. (local time) on Tuesday, January 31, 2023**, to review the Instructions and Specifications, provide comments to the draft Concession Agreement, and conduct a tour of facilities associated with rental car services at CRW. This conference will be held in the Airport Authority's Public Use Conference Room, second floor of the CRW terminal building. Any perspective bidder may attend via conference call. **In-person attendance is highly recommended.**

EXCEPTIONS TO THE DRAFT CONCESSION AGREEMENT: At the Pre-Bid Conference, prospective bidder must submit any and all comments to the draft Concession Agreement. Consideration of any clarifications or modifications will be determined by CWVRAA, in its sole discretion, and provided for in its Final Addendum. Bidder must agree to execute the Concessions Agreement as part of its bid submittal, Appendix C. Any request for exceptions after Final Addendum may be rejected by CWVRAA and, in the event bidder will not execute the Agreement, CWVRAA may keep the Bid Bond and select the next highest bidder.

FAILURE TO BID: Any incumbent concessionaire who fails to submit or withdraws its bid by the Bid Opening will not be eligible to enter into a concession agreement with CWVRAA during the base term of the concession agreement.

ANTI-LOBBYING PROVISION: During the period between the Advertising date and the Contract date (No Contact Period), all potential bidders, including their agents and representatives, shall not directly discuss or promote, verbally or in writing, their bid with any member of the CWVRRAA, directly or indirectly through others, seek to influence CWVRRAA regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any bidder violates the foregoing prohibition by contacting any of the above parties with who contact is not authorized, such contact may result in the bidder being disqualified from the procurement process. Violation of this provision may result in the rejection of the bid submittal.

Collusion: One or all bids will be rejected if there is reason for believing that collusion exists among prospective bidders and no participant in such collusion will be considered in future bids or proposal for operation of a concession at CRW.

Bid Evaluation: A CWVRRAA selection committee will evaluate each bidder's qualifications, as well as previous airport experience and performance. The selection committee will then rank each qualifying bid in order of the proposed minimum annual guarantee. Up to four (4) concessions companies will be recommended CWVRRAA for selection and approval based upon the qualification included in the bids. CWVRRAA reserves the right to reject any and all bids for any or no reason.

## **SPECIFICATIONS**

*Note: in the event of any conflict between these Specifications and the draft Concessions Agreement, the draft Concessions Agreement shall control.*

**NON-EXCLUSIVE CONCESSION:** The concession herein granted shall not be construed to be exclusive, and CWVRRA shall have the right to deal with and perfect arrangements with other individuals, firms, or corporations for engaging in like activity at the Airport; provided, however, that no such arrangements shall contain financial terms and conditions more favorable to any other such concessionaire than those herein granted to successful bidders, except that CWVRRA may make such reasonable distinctions with respect to the minimum annual guarantee amount and the allocation and assignment of space, as may be justified by the differing operational requirements of the respective automobile rental business transacted by them. Further, CWVRRA will be charged a premium for any off-airport rental car companies offering services at CRW.

**CONCESSION AREAS:** Automobile rental concession rights and privileges as covered herein shall extend to and be exercised within the geographical boundaries of CRW.

**SERVICES TO BE PROVIDED:** Bidder will be expected to provide efficient and courteous automobile rental services at CRW, staffing and operating a customer service booth within the main passenger terminal building with trained, uniformed personnel. Service to be provided will be made available at hours as deemed by the Authority..

**TERM OF THE CONCESSION AGREEMENT:** The Contract Date commences on July 1, 2023 and ends June 30, 2028 (five years). One, five year option term is provided. Any holdover will be considered a month-to-month tenancy.

**ALLOCATION OF SPACE AND AREAS:** Prospective concessionaires will select an individual counter location from the four (4) locations available (see Exhibit A) situated in the baggage claim area in the terminal building and office space location (see Exhibit B), if desired. The bidder with the highest proposed minimum annual guarantee shall have first selection and so on in descending order. Concessionaire shall be limited to no more than two (2) brands at each counter ("dual" branding). No triple branding will be permitted unless agreed to

by Authority, in writing. Each concessionaire, at its sole cost, will be responsible for installing its own furnishings and equipment, which may be removed by concessionaire at termination of the Concession Agreement provided for herein. Installation of any signs must first be approved by CWVRRA.

Ready/Return spaces in the RAC Garage (see Exhibit C) in the parking garage adjacent the terminal building will be initially allocated to the successful bidders proportionate to and in descending order of their respective minimum annual guarantee; however, each Concessionaire shall be assured of receiving a minimum quantity of Ready/Return spaces, as reasonably determined by the Airport Director. Each year, such space allocations may be reallocated so long as there is a request to reallocate from a concessionaire and the annual market share differential would result in a change in leased premises of at least twenty (20) spaces. The location of each concessionaire's Ready Return spaces will be determined in the sole discretion of the Airport Director, or designee.

The successful bidders awarded auto rental privileges at CRW have the right to lease maintenance/garage areas at the QTA facility (see Exhibit C) so long as they continue to provide rent-a-car customer service under the Concession Agreement. CWVRRA retains the right to require successful bidders to maintain adequate maintenance/garage and storage areas at CRW. When incumbent concession privilege holders are displaced as a result of the bidding of the privileges, CWVRRA will assign the vacated service areas (see Exhibit C) to the newly successful bidder(s) or to a successful incumbent privilege holder, all according to their preferences, but in descending order of their respective minimum guarantee bid. Incumbent concession privilege holders who retain their privileges as a result of the incident bidding process shall, otherwise, have the right to occupy their existing service area facilities for the duration of the privilege ("grandfather" rights). A new QTA facility is anticipated during the term of this agreement. Upon completion, a new exhibit will be provided, after consultation with the concessionaires.

RENTALS AND FEES: Rentals for the counters and office space, ready/return spaces, QTA facility service areas, fuel flowage fees, and customer facility charges are set forth in the Concession Agreement.

Each bid minimum annual guarantee will be adjusted in subsequent periods based on the greater of the first year minimum annual guarantee

or a percentage of the concession fee for the immediately preceding year. An abatement of a minimum annual guarantee will not be provided. The concession fee has been set at eleven (11) percent of gross revenues.

A customer facility charge, at an amount previously established by CWVRRA, may be adjusted from time to time. The QTA facility is funded by CFCs and no rentals or fees are charged except for a fixed ground rent amount.

CONCESSION AGREEMENT TERMS AND CONDITIONS: All other terms and conditions of the concession agreement shall be found in the draft document.

**APPENDIX A**

BID OF

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*(Insert official name of business. If a corporation, include state where incorporated.)*

for

**AUTOMOBILE RENTAL CONCESSION**

**at West Virginia International Yeager Airport (CRW) Charleston, West Virginia**

Date

Airport Director  
Central West Virginia Regional Airport Authority  
100 Airport Road  
Suite 175  
Charleston, WV 25311

The undersigned, or the authorized representative of the undersigned, having inspected the premises and being fully informed as to the terms, conditions, and provisions of published Instructions and Specifications distributed by the Central West Virginia Regional Airport Authority, proposes to enter into a Concession Agreement to operate a non-exclusive automobile rental concession at West Virginia International Yeager Airport (CRW) in accordance with the accompanying Instructions and Specifications dated January 2023.

As expressly set out in this Bid, the undersigned hereby agrees to pay the Central West Virginia Regional Airport Authority for the right and privilege of operating said automobile rental concession either the stipulated eleven per cent (11%) of gross revenues as defined in the Concession Agreement, or at no time less than the proposed first year minimum annual guarantee, as set forth below, whichever is greater.

First Year Proposed Minimum Annual Guarantee: \$\_\_\_\_\_

If selected, the undersigned company has the option to operate either one or two brands at CRW. The following brand(s) are submitted pursuant to our Bid:

Brand 1: \_\_\_\_\_

Brand 2: \_\_\_\_\_

Should the undersigned be selected to operate an automobile rental concession, it shall return an executed and unmodified Concession Agreement and the required Performance Bond to the Central West Virginia Regional Airport Authority pursuant to the Instructions to Bidders.

Attached is the Bid Bond in the sum of \$5,000 as required in the Instructions and Specifications. In making this Bid, we fully understand that this amount may be forfeited as liquidated damages.

Submitted by:

\_\_\_\_\_  
(Business Name)

By:\_\_\_\_\_

Its:\_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Authorized official's name)

\_\_\_\_\_  
(Title)

ADDRESS:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, of the company (corporation) above named \_\_\_\_\_, known to me to be a person whose name is subscribed to the foregoing instrument, and acknowledged to me to be executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

## **APPENDIX B**

### **INFORMATION CONCERNING PROPOSER THAT MUST BE FURNISHED BY PROPOSER FOR CONSIDERATION IN CONTRACT AWARD PROCEDURES**

1. 1. DATE PREPARED

\_\_\_\_\_

2. 2. SUBMITTED BY

\_\_\_\_\_

3. 3. TYPE OF COMPANY

\_\_\_\_\_

(individual, corporation or partnership)

1. 4. GENERAL OFFICE ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. 5. WHEN INCORPORATED

\_\_\_\_\_

2. 6. IN WHAT STATE

\_\_\_\_\_

3. 7. PRESIDENT'S NAME

\_\_\_\_\_

4. 8. SECRETARY'S NAME

\_\_\_\_\_

5. 9. TREASURER'S NAME

\_\_\_\_\_

6. 10. WHEN ORGANIZED

\_\_\_\_\_

7. 11. GENERAL or LIMITED PARTNERSHIP

\_\_\_\_\_

8. 12. NAME OF EACH PARTNER

\_\_\_\_\_

THE FOLLOWING INFORMATION IS TO BE FURNISHED BY THE BIDDER, and must be sworn to (before a notary) by an officer (authorized representative) of Bidder who has the responsibility and authority to bind the company (corporation) to the statements made. (Attach as many additional sheets to this Appendix B as may be necessary.)

1. 1. What is the duration and extent of your experience in the automobile rental business? (Explain in detail.)
1. 2. List the names and addresses of other major airport automobile rental concessions operated by the bidder during the past five (5) years. How long has each been operated? (No more than five are required.)
1. 3. Give name, location, and date of any of your automobile rental concession contracts that have been terminated, either voluntarily or involuntarily prior to expiration of term within the past five (5) years, and explain why they were so terminated. List any judgments terminating, or any pending Lawsuits for termination of, any concession operated by you or by a wholly-owned subsidiary, within the past five (5) years.
1. 4. Furnish a complete Balance Sheet for the last completed fiscal year showing assets and liabilities. The Balance Sheet must be certified by a Certified Public Accountant. Value of unencumbered capital assets must be shown.
1. 5. Furnish a statement that bidder possesses the qualifications set forth in the accompanying Instructions to Bidders.
1. 6. Any other information that bidder desires to submit for consideration by CWVRRA in evaluating bids.

State of \_\_\_\_\_  
County of \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, of the company (corporation) above named \_\_\_\_\_, known to me to be a person whose name is subscribed to the foregoing instrument, and acknowledged to me to be executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_.

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Notary Public

(SEAL)

## APPENDIX C

The undersigned hereby acknowledges and agrees that upon award of concession by CWVRAA, company shall execute the Concession Agreement and provide a Performance Bond no later than the dates designated in the Instructions to Bidders. Any clarifications or modifications to the Concession Agreement on the part of bidder has been submitted previously at the Pre-Bid Conference and any changes to be made by CWVRAA were submitted in the Final Addendum.

Submitted by:

\_\_\_\_\_  
(Business Name)

By:\_\_\_\_\_

Its:\_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Authorized official's name)

\_\_\_\_\_  
(Title)

State of \_\_\_\_\_

County of \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, of the company (corporation) above named \_\_\_\_\_, known to me to be a person whose name is subscribed to the foregoing instrument, and acknowledged to me to be executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of  
\_\_\_\_\_.

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Notary Public

(SEAL)

## **LEASE & CONCESSION AGREEMENT**

**THIS LEASE CONCESSION AGREEMENT**, made and entered into as of July 1, 2023 (“Agreement”), by and between **CENTRAL WEST VIRGINIA REGIONAL AIRPORT AUTHORITY**, a public corporation, hereinafter called (“Authority”), and [REDACTED] a [REDACTED] doing business as [REDACTED], hereinafter called ("Company");

### **WITNESSETH**

**WHEREAS**, the Authority owns and operates Yeager Airport located near Charleston in Kanawha County, West Virginia, which facility is hereinafter called the "Airport" or “CRW”;

**WHEREAS**, automobile rental services at the Airport are essential for proper accommodation of passengers arriving at and departing from the Airport; and

**WHEREAS**, Authority desires to make said service available at the Airport and Company is qualified, ready, and able to perform said services and provide all necessary facilities in connection therewith;

**NOW THEREFORE**, in consideration of the fees and rentals hereinafter agreed to be paid by the Company to the Authority, and the covenants and agreements hereinafter agreed to be kept and performed by Company, the parties agree, for themselves, their successors and assigns, as follows:

1. **CONCESSION** - Authority hereby grants to Company, and Company hereby accepts, the right to conduct and operate a non-exclusive automobile rental concession at the Airport.

2. **RENTAL SPACE** - Authority hereby leases to Company and Company hereby accepts the right to use and occupy the following areas to be used solely in connection with the operation of the automobile rental concession at the Airport:

(a) **Counter Space** as more particularly described on Exhibit "A" attached hereto and by reference made a part hereof. Such Counter Space may be used by up to two (2) brands by Company (also known as dual branding), unless waived in writing by Authority;

(b) **Office space** as more particularly described on Exhibit "B" attached hereto and by reference made a part hereof; and

(c) **Ready/Return Car Parking Spaces** as more particularly described on Exhibit "C" attached hereto and by reference made a part hereof; and

(d) **Service Area** as more particularly described on Exhibit "C" attached hereto and by reference made a part hereof.

3. **USE** - The leased premises described herein shall be used by the Company for the purpose of providing automobile rental services at the Airport. Further,

(a) Any activities by Company that facilitate or arrange for such automobile rental services by Airport deplaned passengers for locations other than the Airport where automobile rental services are furnished by Company, or by members of the Company's system, shall comply with paragraph 6(d) and 6(f) of this Agreement.

(b) Company is prohibited from storing any vehicle on the premises that is not available as a rental to a customer at the Airport. Any violation of this prohibition shall result in no more than one written warning from Authority to Company. Company will have up to seven (7) days to cure the violation upon receipt of the written warning. After seven (7) days, if the violation is not cured, Company will be fined \$200/day per stored vehicle. Failure to pay a levied fine in a timely manner or any such violations beyond the one written warning will be an event of default.

(c) The QTA (quick turn around) facility may only be used by Company for vehicles available for automobile rental services at the Airport. Use of the QTA facility for service of vehicles to be utilized for rentals at other Company locations is strictly prohibited.



4. **TERM** - This Agreement shall be for a term of five (5) years, beginning July 1, 2023 and ending June 30, 2028. Upon expiration, any hold over by the parties shall be considered a month-to-month tenancy under the same term, covenants and conditions set forth in this Agreement. Upon mutual agreement of the parties, this Agreement may be extended for one (1), five (5) year term commencing July 1, 2028 and ending June 30, 2033.

5. **NON-EXCLUSIVE CONCESSION** - The concession herein granted shall not be construed to be exclusive, and Authority shall have the right to deal with and perfect arrangements with other individuals, firms, or corporations for engaging in like activity at the Airport; provided, however, that except as hereinafter set forth, no such arrangements shall contain financial terms and conditions more favorable to any other such concessionaire than those herein granted to Company. Authority does however reserve the following rights:

(a) To agree to differences among concessionaires in the fixed annual guaranteed net minimum fees based upon a process of competitive bidding; and

(b) To make such reasonable distinctions with respect to the assignment and allocation of Counter Space, Ready/Return Car Parking Spaces and Service Areas among concessionaires as may be justified by the different operational requirements of the respective automobile rental business transacted by them.

6. **FEES AND RENTALS** -

(a) MAG: Company covenants and agrees to pay to the Authority and the Authority shall be entitled to receive as a fee for the rights herein granted a fixed minimum annual guarantee ("MAG") fee for the term of this Agreement in accordance with the following schedule:

(i) For the first twelve (12) months beginning July 1, 2023 -  
\$

(ii) For the subsequent one year periods beginning July 1, 2024 and each subsequent one year period, the MAG shall be reset to the greater of: the MAG amount set forth in 6(a)(i) above, or the amount which represents eighty-five percent (85%) of Company's Concession Fee for the immediately preceding one year period.

(b) CONCESSION FEE: Company further covenants and agrees to pay to Authority as additional concession fee for the concession herein granted eleven percent (11%) of the gross revenue ("Concession Fee"), as hereinafter defined, derived by Company from any and all operations and facilities performed or provided by it under the terms and provisions of this Agreement; it being understood and agreed that the MAG herein above set forth shall not be an addition to the Concession Fee, it being the intention of the parties hereto that the Company shall pay whichever sum shall be the greater, but in no event, any sum less than the MAG.

(c) The Company shall separately state the Concession Fee, required to be paid to the Authority under this Agreement, as a separate item on the rental agreement and collect it from each customer as an "Airport Recovery Fee". Company agrees that at no time will the Airport Recovery Fee listed on the customer rental agreement exceed twelve and thirty-six one hundredths percent (12.36%) if charged as a recoupment fee from the customer.

(d) CFC: The Company shall separately state and collect a Customer Facility Charge ("CFC") required to be paid to the Authority under this Agreement, as a separate item on the rental agreement and to collect it from each customer as a "Customer Facility Charge." This Customer Facility Charge shall apply to each passenger deplaning at the Airport utilizing automobile rental services whether at the Airport or at another Company locations. The Customer Facility Charge shall be deposited by the Authority into a CFC revenue fund, the proceeds of which will be used to pay the debt service and required reserves, maintenance, and operations for the current and future rental car facilities, as well as other related uses.. The CFC is currently set at six dollars and no cents (\$6.00) per rental day and may be changed from time to time at the sole discretion of the Authority.

(e) RENTALS: In addition, for use of the leased premises, Company agrees to pay the following rentals in advance by the first (1<sup>st</sup>) day of each month during the term of this Agreement:

- (i) Counter Space as shown on Exhibit "A" - Totaling [REDACTED] square feet at the greater of a rate of \$34.19 or the signatory airline terminal rental per square foot per annum, payable in equal monthly installments of \$ [REDACTED].
- (ii) Office space as shown on Exhibit "B" - consisting of [REDACTED] square feet at the greater of a rate of \$34.19 or the signatory airline terminal rental per square foot per annum, payable in equal monthly installments of \$ [REDACTED].
- (iii) Ready/Return Car Parking Space as shown on Exhibit "C" totaling [REDACTED] spaces initially at a rate of \$25.00 per space per month, payable monthly in the amount of \$ [REDACTED]. This rate shall be increased 3% by the Authority each fiscal year.
- (iv) Service Area as shown on Exhibit "C" - Totaling [REDACTED] square feet at a rate of \$1.00 per square foot per annum payable in equal monthly installments of \$ [REDACTED]. This amount is subject to appraisal upon which the rate may be adjusted at the commencement of any fiscal year with a newly appraised rate.
- (v) Fuel Flowage Fee for each gallon of fuel sold or dispensed by Company at the QTA facility in the amount of \$0.07 per gallon and an electric vehicle (EV) charging fee of 11 %) per vehicle charged (if company imposes a fee to its customers for EV charging)

(f) The term "gross revenue" as used herein shall mean the time and mileage charged for the rental of automobiles at any location of the Airport by the Company. It shall also include (i) all sums received from Company's customers by reason of their acceptance of insurance; and (ii) all moneys paid or payable to Company for automobiles supplied by Company to its customers on the Airport without regard to the manner in which or place at which Company has received the order for the automobile and regardless of

whether automobiles are returned to the Airport or some other station or location; and (iii) all moneys paid or payable on any automobile exchanged downtown or elsewhere or where there is still further exchange for automobile originally rented at the Airport. No deduction shall be allowed from "gross revenue" for the payment of franchise taxes or taxes levied on concession activities, facilities, equipment or real or personal property of the Company. Exclusions from gross revenues are limited to CFCs, if collected as a recoupment fee, and governmental fees, such as tolls, tickets, and fines.

(g) Company shall submit a monthly gross revenue statement on the reporting form more particularly described on Exhibit "D" attached hereto and by reference made a part hereof. The fees and rentals payable by the Company as herein before provided, shall be paid at the office of the Director of Yeager Airport in the terminal building at Yeager Airport, or such other places as the Authority may designate, in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of the payment.

(h) The fees (including MAG) and rentals shall be apportioned on a monthly basis and paid monthly in advance on or before the first business day of each calendar month during each of the calendar years in the initial and subsequent term, if any.

(i) The Concession Fee above described shall be paid as follows: On or before the 25th business day of each month, after first month of the initial term of this Agreement, the Company shall furnish Authority a statement of gross revenues for the immediately preceding month and shall simultaneously pay as excess fees the amount by which, if any, eleven percent (11%) of such gross revenue exceeds 1/12 of the MAG. Within one hundred twenty (120) days after each year during the term hereof, Company shall furnish to Authority unaudited financial statements certified by a financial officer of the Company of Company's gross revenue hereunder during the preceding year and shall simultaneously pay to Authority the excess fee, if any, due to the Authority hereunder for such preceding year over and above the rental and concession fees theretofore paid. If Company shall have paid to Authority during the preceding year an amount in excess of that due,

Authority shall credit Company for such excess against future payments. Authority reserves the right to conduct an audit of Company's gross revenues for CRW.

(j) The payment of the Concession Fee as herein above described shall be only as a concession fee for the privileges herein granted, and it is expressly understood and agreed that this provision is one of strict fees only and shall in no way be deemed to create the legal relationship of a partnership or joint venture, and it is further agreed that the Authority shall in no way be liable or responsible for any losses, obligations, debts or liabilities of the Company at any time.

**7. RIGHTS OF COMPANY** - During the term hereof, Company shall have and Authority hereby gives and grants to the Company the following rights:

(a) The right, at Company's sole expense, to install, and thereafter to operate and maintain, illuminated signs advertising Company's business only on the leased premises. Such signs shall be designed in order to conform to the general decor of the leased premises and shall be subject to the approval of the Authority before erection. The Authority specifically reserves the right to direct the removal or change of any sign if in its sole discretion such a move or change is necessary to maintain the general decor and appearance of the leased premises in accordance with any plan or schemes developed by the Authority; provided, however, that Authority shall exercise this discretion in such a manner as to be in compliance with all applicable rules, regulations, consent orders, and laws emanating from the Federal Trade Commission, or any other branch or agency the federal, state or local governments having jurisdiction over such matters.

(b) The right, at Company's sole expense, to erect upon the leased premises such improvements as may be required in connection with Company's operations hereunder, and to install therein and thereon such equipment and facilities as Company may deem necessary or desirable; provided, however, that no such improvement shall be made or installed by Company without prior written consent of the Authority and Company covenants and agrees prior to the installation or making of any such improvement, to submit the general plan,

location, design, and character thereof to Authority for approval, which approval Authority agrees, shall not be unreasonably withheld.

(c) The right upon any termination of this Agreement and within a reasonable time thereafter, to remove such items as may have been installed in or upon the leased premises at the Airport by Company, pursuant to paragraph (a) or (b) of this paragraph.

(d) The right to the joint use with others of roads and driveways useful in the conduct, operation, and maintenance of Company's rights hereunder; provided, however, that the Authority reserves the right to exclude the Company and its customers from any roads and driveways not generally used by the public which are essential to the health, safety, and security of the Airport premises or otherwise necessary for the operation of the Airport.

(e) The right to conduct all or a part of its operation on a credit basis; provided, however, the risk of such credit operation shall be borne solely by the Company and for the purpose of determining its Concession Fee, Company shall report all income, both cash and credit, on its monthly gross revenue statement reporting form (Exhibit "D"). Credit given to Company's customers for such things as out-of-pocket purchase of gas, oil or emergency services and deposits, regardless of where made, shall not be deducted in the computation of gross revenues.

(f) The Authority reserves to right to adjust reasonably the rental rates effective July 1 of each year of the Agreement.

**8. OBLIGATIONS OF COMPANY** - The Company hereby covenants and agrees as follows:

(a) To furnish good, prompt and efficient service, adequate to meet all reasonable demands for automobile rental service at the Airport, on a fair and reasonable basis, and to charge prices for such services in accordance with its usual standards, on a basis substantially similar to that which is customary for similar services at airports of comparable size. The Company shall be a member of or have access to a national credit card system, national reservations system and provide "rent it here, leave it there" service.

(b) That rental automobiles made available hereunder shall be maintained at Company's sole expense, in good operative order, free from known mechanical defects, and in clean, neat, and attractive condition, inside and outside. All of said automobiles shall be current models or models of the immediately preceding three (3) model years. Company shall maintain an adequate number of vehicles on the Airport to meet the public demand. Upon written warning of lack of vehicle availability from Authority, Company shall verify in writing the availability of vehicles equivalent to at least ten percent (10%) of Company's Ready Return Parking Spaces within five (5) calendar days. Failure to comply may result in a daily fine of \$200 until such time as Company can meet this requirement.

(c) That the facilities to be provided by Company hereunder for the purpose of providing automobile rental service shall remain open for such periods during each day as may be necessary to meet reasonable demands for said services. Personnel shall be available on the premises two (2) hours prior to the first scheduled commercial airline departure and one (1) hour after the last scheduled commercial airline arrival. In the event of scheduled commercial airline delays, Company must provide local "on-call" personnel availability until one (1) hour after the commercial airline arrival. Any violation of this requirement shall result in up to two, written warnings from Authority to Company. Any violation thereafter will result in a daily fine of \$200 per occurrence. Failure to pay a fine levied in a timely manner will be an event of default.

(d) That personnel performing services hereunder shall be neat, clean and courteous, and Company shall not permit its agents, servants or employees so engaged, to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business outside the space assigned in any manner whatsoever except through the use of signs constructed and maintained in accordance with paragraph (a) of paragraph 7 hereof.

(e) That it shall abide by and be subject to all reasonable rules and regulations which are now, or may from time to time be, promulgated by Authority concerning management, operation or use of the Airport.

(f) That it will keep or cause to be kept accurate and complete records of business conducted hereunder and Company further agrees that Authority shall have the right, through its duly authorized agents or representatives, to examine all pertinent records at any and all reasonable times and at a place determined by the Authority, for the purpose of determining the accuracy thereof and of the reports required to be made by Company pursuant to paragraph 6 hereof.

(g) That it will meet all expenses in connection with the use of the rights and leased premises hereunder and the rights and privileges herein granted, including without limitation by reason of enumeration - taxes, permit fees, license fees, liens and assessments lawfully levied or assessed upon the leased premises or improvements at any time situated thereon, and that it will secure all such permits and licenses.

(h) That it will furnish, install, operate and maintain the installation provided hereunder and keep the same as well as the leased premises made available to it and the furniture, fixtures and equipment installed therein and thereon, all in good order, condition and repair, and upon termination of this Agreement will deliver up the said leased premises to Authority in good order, condition and repair, and upon termination of this Agreement will deliver up the said leased premises to Authority in good order, condition and repair, reasonable wear and tear and damage by fire, howsoever caused, and other casualty, excepted.

(i) That it will take and maintain all steps and actions required by law to be authorized to do business in the State of West Virginia.

(j) That it will operate its business upon the Airport so that a rental agreement invoice is issued with each sale or transaction, whether for cash or credit, separately showing Company's receipts or extension of credit in a manner that provides for an audit trail, in accordance with Generally Accepted Auditing Standards.

(k) That it will at all times maintain adequate maintenance of the facilities, including the RAC Garage and QTA facility areas on the Airport (also known as



the Unified Rental Car Parking Facility and the Unified Rental Car Facility, respectively).

(l) That prior to the commencement of the term hereof, the Company shall provide to the Authority a performance bond, in the amount of the Company's first year MAG amount, with corporate surety as security for faithful performance of its obligations under this Agreement for the term of the Agreement. The surety or sureties upon the performance bond shall be corporate entities duly authorized to do business in the State of West Virginia. Authority maintains the right, at all times, to receive amounts from the performance bond upon delinquency of past due amounts, for any reason, from Company. Company is obligated, at all times, to replenish the performance bond within 30 days of Authority's withdrawal of funds.

**9. OBLIGATIONS OF AUTHORITY** - Authority, at its own cost and expense, shall keep the terminal building at the Airport in good and substantial repair and in a clean and orderly condition except those leased premises herein for the use of the Company. The Authority shall provide such terminal building with reasonably adequate heat and air conditioning. The Authority shall furnish and pay for all gas, electricity, and water used in connection with the terminal building leased premises used by the Company as shown on Exhibit "A" and Exhibit "B". The cost of all utilities used by the Company in connection with the RAC Garage shown on Exhibit "C" and the service area as shown on Exhibit "C" shall be borne entirely by the Company. Company accepts the leased premises in its present condition and agrees to make any and all repairs, changes, alterations and redecorating at its own expense. No changes or alterations involving the building structure, however, are to be undertaken or to be made without prior written consent of the Authority.

**10. INDEMNITY and INSURANCE** - Company shall indemnify, defend and hold harmless Authority and its board members, officers, directors, representatives, agents and employees from and against all claims, damages, losses, fines, penalties, and expenses, including but not limited to reasonable attorneys' fees, arising out of or related in any way to (i) any breach of the Concession Agreement by the Company or the Company's principals, employees, agents, representatives, or officers, (ii) or any act(s), omission(s), negligence, or other tortious conduct of Company or the Company's

principals, employees, agents, representatives, or officers, or (iii) any and all “environmental liabilities” as defined in Exhibit “C” arising as a result of Company’s activities conducted on, or Company’s use of the Leased Premises from the commencement date of the Concession Agreement until the Leased Premises are fully vacated by Company. The provisions of paragraph 10 shall survive the expiration or early termination of the Concession Agreement. The obligation to indemnify, defend, and hold harmless under this paragraph shall not be limited in any way by any limitation on the amount or type of claims, damages, losses, fines, penalties or expenses made against or incurred by the Authority.

Company shall procure and at all times maintain in force insurance covering Company’s property and activities at Yeager Airport in minimum amounts as follows:

- a) A policy of commercial general liability insurance (or its equivalent), including a contractual liability endorsement covering Company's obligations under the paragraph captioned "Indemnity", insuring against claims of bodily injury and death or property damage or loss with a combined single limit at the Commencement Date of this Lease of not less than Five Million Dollars (\$5,000,000), which policy shall be payable on an "occurrence" rather than a "claims made" basis, and which policy names Authority and, at Authority's request any secured party under a Deed of Trust encumbering the Leased Premises as additional insureds;
- b) Company shall purchase Worker's Compensation Insurance for the statutory requirements, form, and amounts with a carrier licensed to do business in the State of West Virginia, or otherwise be authorized as a self-insurer with respect to West Virginia Workers’ Compensation, during the term of this Agreement, and remain so in good standing therein.
- c) Company shall purchase Employers’ Liability Insurance, including claims for “deliberate intent” under W. Va. Code §23-4-2, with a carrier licensed to do business in the State of West Virginia with liability limits of not less than Five Hundred Thousand Dollars (\$500,000).

d) Company shall purchase Environmental Impact/Pollution Liability Insurance combined single limits of at least Four Million Dollars (\$4,000,000) per occurrence and which policy names Authority and, at Authority's request any secured party under a Deed of Trust encumbering the Leased Premises as additional insureds.

e) Company shall also, without cost to the Authority, obtain and maintain during the term hereof automobile liability insurance in accordance with the terms and conditions of Company's automobile rental agreement, covering the operations of customer rental automobiles hereunder. All such customer automobile liability insurance shall provide liability limits of not less than \$100,000 for injury to or death of any one person in any one occurrence, \$300,000 for injury to or death of two or more persons in one occurrence, and \$25,000 for damage to or destruction of property in any one occurrence. In addition to its customer automobile liability insurance, Company shall purchase and maintain business automobile liability insurance with limits no less than Four Million Dollars (\$4,000,000) for each occurrence.

f) All alterations or fixtures installed on the Leased Premises by Company and all trade fixtures, inventory or other personal property belonging to Company or to Company's agents, servants, employees, licensees, invitees or guests that shall be located in or about the Leased Premises shall be there at the sole risk of Company or such other person and Authority shall not be liable for any damage thereto. It shall be the sole obligation of Company to insure, to the extent desired by Company and at Company's sole cost and expense, any and all alterations or fixtures installed on the Leased Premises by Company, or any of Company's trade fixtures, tools, equipment, parts, inventory or other personal property of any nature whatsoever; and

g) All insurance policies required under this paragraph shall be with companies reasonably approved by Authority and each policy shall provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days' written notice to Authority. Company shall deliver to Authority and, at Authority's request Authority's bondholder, prior to the Commencement Date and from time to time thereafter, certificates evidencing the existence and amounts of all such policies. Failure to secure and maintain required insurance policies shall be an immediate default under this Lease.

**11. ADDITIONAL SPACE** - In the event the Company desires to lease additional space from the Airport for office, storage, servicing or maintenance of its automobiles or for other purposes related to its automobile rental business, the Airport agrees to lease available space, on such terms, conditions and at rental rates no more favorable than that offered other tenants of similar space in the terminal building or at other facilities on the Airport.

**12. RELOCATION OF COUNTER AND READY/RETURN CAR SPACES -**

(a) The Authority reserves the right at all times during the term hereof and from time to time to change the location of counter spaces provided they are comparable in size as those designated by this Agreement. The Authority further reserves the right to readjust the location and the number of ready/return car spaces assigned to each rent-a-car concessionaire, including Company, based upon the gross revenues of each as generated in the preceding year. Readjustment of the number of ready/return car spaces assigned would occur 1) at the beginning of Airport's fiscal year, 2) upon request from a current rental car Company, and 3) the annual market share differential would result in a change in leased premises of at least twenty (20) spaces. The Authority additionally reserves the right at its option to provide separate return car areas for the Company and other rent-a-car concessionaires operating at the Airport.

(b) The relocation of any of Company's leased premises during the term of the Agreement shall be borne by Company, unless requested by Authority. If requested by Authority, such relocation will be funded through the CFC. Should the Authority relocate those areas designated as "ready car facilities", it will ensure that spaces in subsequently developed ready car lots are distributed in accordance with the provisions herein and in as similar numbers as reasonably possible.

**13. TERMINATION BY AUTHORITY** - In addition to any right of termination granted to Authority herein above, Authority may cancel this Agreement by giving Company thirty (30) days' advance written notice to be served as hereinafter provided upon or after the happening in any of the following events:

- (a) Filing by Company of a voluntary petition in bankruptcy;
- (b) Institution of proceedings in bankruptcy against Company and the adjudication of Company as bankrupt pursuant to such proceedings;
- (c) Taking, by a court of competent jurisdiction, of Company's assets pursuant to proceedings brought under the provisions of any federal reorganization act;
- (d) The appointment of a receiver for Company's assets;
- (e) Divestiture of Company's estate herein by other operation of law;
- (f) The failure of Company to maintain insurance as required under this Agreement;
- (g) The failure or refusal by Company to perform any covenant or agreement herein required to be performed by Company and failure of Company to remedy such default for a period of thirty (30) days after receipt from Authority of written notice to remedy the same.

No waiver or default by Authority as to any terms, covenants, or conditions hereof to be performed, kept or observed by Company shall be construed to be or constitute a waiver of any subsequent default as to any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by Company. The acceptance of rental by the Authority for any period or periods after a default as to any of the terms, covenants, and conditions herein contained to be performed, kept and observed by the Company, shall not be deemed a waiver of any right of Authority to cancel this Agreement or failure by Company to so perform, keep, and observe any of the terms, covenants or conditions of this Agreement.

**14. TERMINATION BY COMPANY** - Company may cancel this Agreement and terminate all of its obligations hereunder at any time by giving thirty (30) days written notice upon or after the happening of any one or more of the following events due to the conduct, acts or omissions of the Authority:

(a) The issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use by Company of all or any substantial part of the leased premises, or preventing or restraining the use of the Airport for normal airport purposes or the use of any part thereof which may be used by Company and which is necessary for Company's operation on the Airport, which remains in force for a period of at least thirty (30) days;

(b) If Authority shall default in fulfilling any of terms, covenants or conditions to be fulfilled by it under this Agreement and shall fail to cure said default within thirty (30) days following receipt of written demand from Company to do so;

(c) If all or a material part of the Airport or Airport facilities shall be destroyed by fire, explosion, earthquake, civil commotion or acts of God;

(d) If the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to interfere materially with Company's operations, for a period of thirty (30) consecutive days or more;

**15. DEVELOPMENT AND FINANCING OF SERVICE FACILITIES** - Authority previously developed a QTA facility and RAC Garage (ready/return garage) under a 1998 memorandum of understanding. The use of those two facilities are governed under a facility exhibit which is incorporated into this AGREEMENT by reference and is attached hereto as Exhibit "C", which may be modified from time to time. Notwithstanding the fully incorporated exhibit, the parties explicitly understand that: A CFC will be collected by the company in accordance with the provisions of paragraph 6(d) of this Agreement; the amount of which CFC may be adjusted from time to time at the sole discretion of Authority.

The installation of EV (electric vehicle) charging stations at CRW will be allowed in the RAC Garage or QTA facility, only upon approval by Authority at its sole discretion. In the event charging stations are installed, all associated costs of installation and operation shall be borne by Company, including electricity. Electricity for EV charging stations shall be separately metered, unless otherwise agreed by Authority.

It is anticipated that during the initial term of this Agreement, Authority will develop and Company will lease a new QTA facility, which will be funded by CFCs. Upon date of beneficial occupancy of the new QTA facility, an updated Exhibit "C" will be incorporated into this Agreement, after consultation with concessionaires.

**16. ASSIGNMENT AND SUBLETTING** - It is expressly agreed and understood that any and all obligations of Company hereunder may be fulfilled or discharged either by Company or by a Licensee member of the (Company) System and that any and all privileges of every kind granted Company hereunder may extend to and be enjoyed by such Licensee so appointed; provided, however, that notwithstanding the method of operation employed by Company hereunder, Company shall continue always to remain directly liable to Authority for the performance of all terms and conditions of this Agreement. Except as herein above set out, the leased premises may not be sublet, in whole or part, and Company shall not assign this Agreement without prior written consent of Authority, nor permit any transfer by operation of law of Company's interest created hereby.

**17. NOTICE** - Any notice or other communication to Authority or Company pursuant hereto shall be deemed validly given, served, or delivered upon receipt from tracking mail service (e.g., UPS, Fed EX, USPS priority), addressed as follows:

To Authority:  
Airport Director & CEO  
Central West Virginia  
Regional Airport  
Authority  
100 Airport Road  
Suite 175  
Charleston, WV 25311

To Company:



or to such address as the addressee may designate by written notice to the other party delivered in accordance with the provisions of this paragraph.

18. **WAIVER** - Any waiver of any breach of covenants herein contained to be kept and performed by Company or Authority shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Company or Authority from declaring a forfeiture for any succeeding breach either of the same, or a different condition or covenant.

**19. MISCELLANEOUS RIGHTS AND OBLIGATIONS OF PARTIES REQUIRED BY FEDERAL AVIATION ADMINISTRATION -**

(a) Company agrees to operate its concession and leased premises for the use and benefit of the public:

(i) To furnish good, prompt, and efficient service adequate to meet all the demands for its service at the Airport.

(ii) To furnish said service on a fair, equal and non-discriminatory basis to all users thereof, and

(iii) To charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Company may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchases.

(b) The Company, its agents and employees will not discriminate against any person or class or persons on the grounds of race, religion, color, national origin, ancestry, sex or age in any manner that is prohibited by Part 15 of the Federal Aviation Regulations, as amended. The Company further agrees to comply with such enforcement procedures as the United States might demand that the Authority take in order to comply with the Authority's assurances required to be given to the United States.

(c) This Agreement shall be subordinate to the provisions of any existing or future agreement between Authority and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.



**20. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS** - Company shall comply, at its own cost and expense, with all federal, state and local law, county and local ordinances and reasonable rules and regulations promulgated by the Authority, now or hereafter in force, which may be applicable to the operation of its business at the Airport.

**21. LIEN FOR RENT** - Authority reserves a landlord's lien for all rent and fees accruing to it hereunder, as well as all the remedies of landlords under the laws of the State of West Virginia but nothing herein contained shall limit said lien to a period of one year prior to reentry and Authority and Company hereby agree that Authority shall have a lien for the full amount of fees and rent due and payable, whether accrued before or after one year prior to the termination of the Agreement or reentry of Authority.

**22. SUCCESSORS AND ASSIGNS BOUND BY AGREEMENTS** - All of covenants, stipulations and agreements in this Agreement shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties hereto.

**23. APPLICABLE LAW and VENUE** - This Agreement shall be governed by and construed according to the laws of the State of West Virginia as though the entire contract were performed in West Virginia and without regard to West Virginia's conflict of laws statutes, laws, and/or rules. The parties agree that they consent to the exclusive jurisdiction and venue of the Circuit Court of Kanawha County, West Virginia and waive any claim of lack of jurisdiction, venue, or forum non conveniens.

**24. SEVERABILITY** - If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced.

**25. CASUALTY/CONDEMNATION** - In the case of damage or destruction by fire or other casualty to all or any part of the Leased Premises, and/or any other improvements that are part of the Leased Premises, the Authority shall be obligated to the extent of available insurance proceeds to repair, restore and/or rebuild the Leased Premises to its general condition as of the date of delivery to Company; provided that Authority shall have no obligation to repair, restore and/or

rebuild any of Company's improvements, trade fixtures, equipment, furniture and/or personal property. As soon as practicable after Authority completes its work, Company shall promptly repair, restore and rebuild its improvements, fixtures, equipment and furniture within the Leased Premises. In the event all or part of the Leased Premises is taken by a governmental authority, all rights of Company in the Leased Premises shall terminate with all amounts owed pro-rated to the date of the taking.

**26. DISCLAIMER OF LIABILITY** - Authority hereby disclaims, and Company hereby releases Authority from, any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury of any nature whatsoever sustained by Company, its employees, representatives, agents, and/or invitees arising under or connected to the grant of or the exercise of the rights and conditions of this Agreement, including but not limited to, loss, damage or injury to any, equipment, trade fixtures, tools, parts, vehicle or other property of Company or third parties that may be located or stored in the Leased Premises, unless such loss, damage or injury is caused solely by the negligence or intentional act of Authority or its employees, representatives, and/or agents. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL AUTHORITY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF USE OR ANTICIPATED PROFITS, THE DIMINUTION OR LOSS OF VALUE OR THE COST ASSOCIATION WITH SUBSTITUTION OR REPLACEMENT OF ANY PROPERTY RELATED TO USE BY COMPANY OF THE LEASED PREMISES. The limitation of liability under paragraph extends to and includes any and all personal property of Company or others left in the Leased Premises or around the Leased Premises, nor will Authority accept bailment for or of such articles.

**27. REMEDIES CUMULATIVE** - The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

**28. ENTIRE AGREEMENT** - This Agreement, along with its exhibits, constitutes the entire agreement between the parties.

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**IN WITNESS WHEREOF**, the Authority has caused its name to be signed by its [REDACTED] thereunto duly authorized and its corporate seal to be affixed by its Secretary thereunto duly authorized, and the Company has caused its corporate name to be signed by its [REDACTED], thereunto duly authorized and its corporate seal to be hereunto affixed.

**CENTRAL WEST VIRGINIA REGIONAL AIRPORT AUTHORITY**

By \_\_\_\_\_

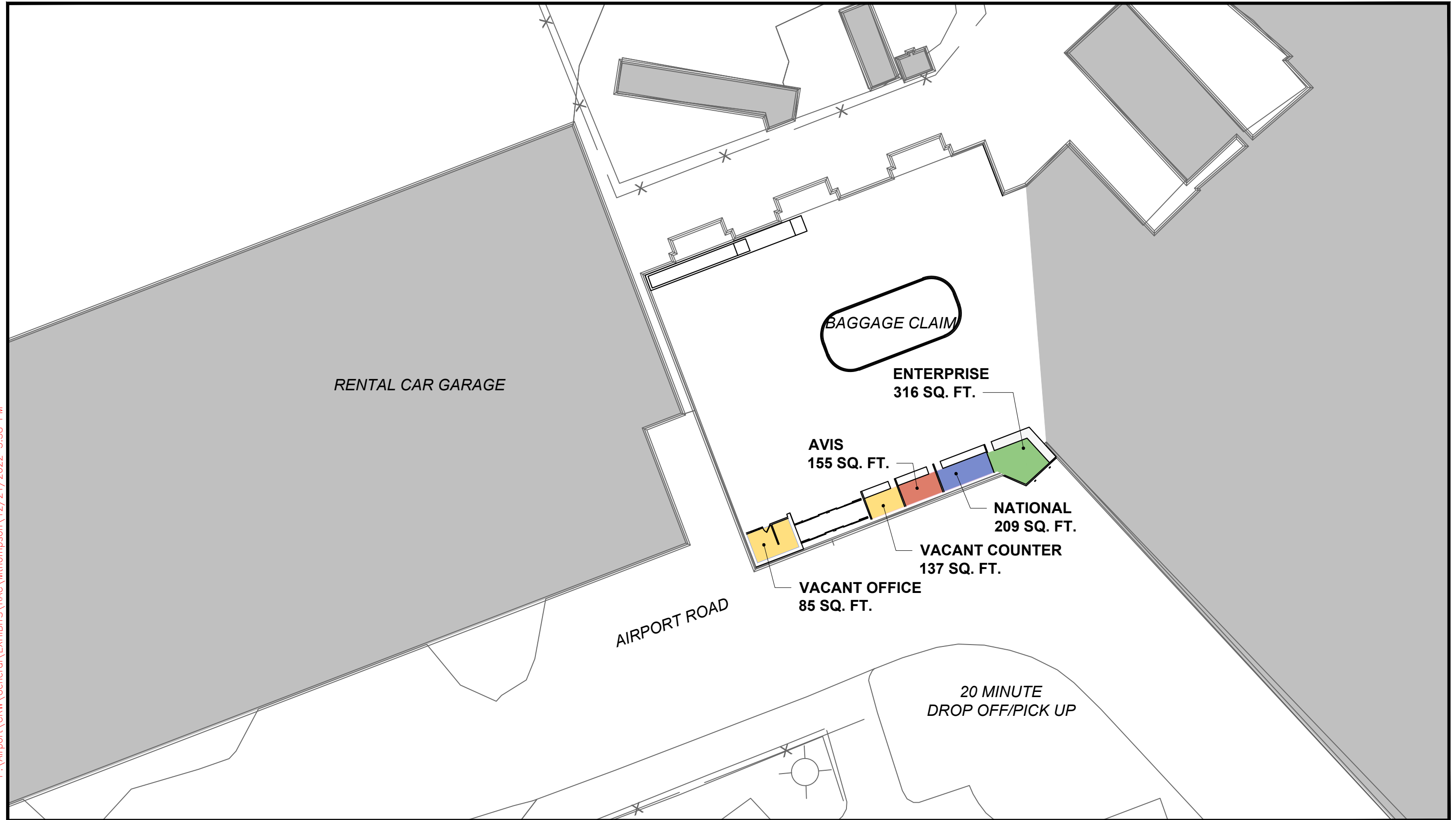
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## **EXHIBIT A**



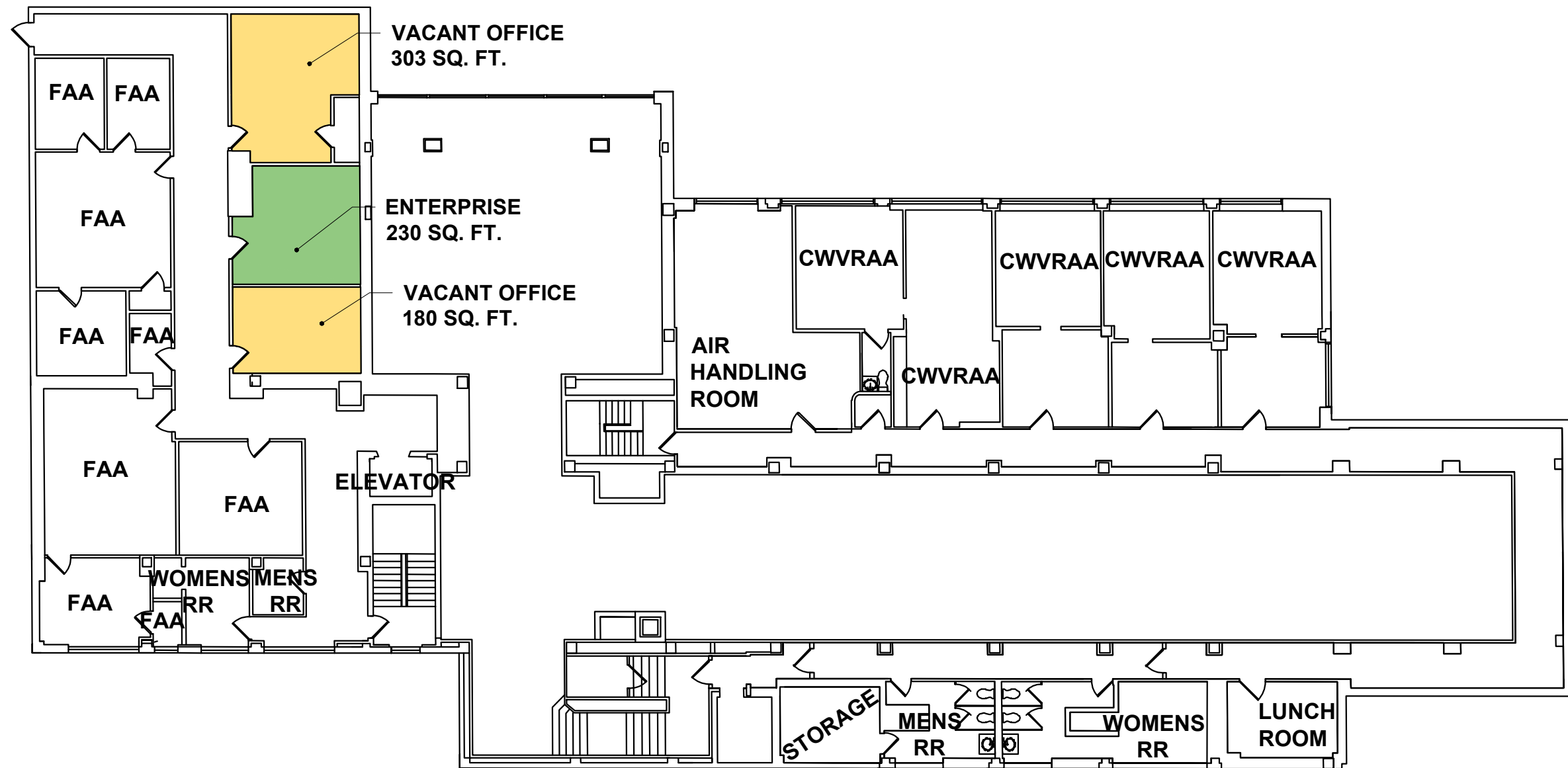
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LEGEND



**A: FIRST FLOOR BAGGAGE CLAIM**  
**DECEMBER 14, 2022**

## **EXHIBIT B**



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## **EXHIBIT C**



## **CENTRAL WEST VIRGINIA REGIONAL AIRPORT AUTHORITY**

### **RENTAL CAR SERVICE FACILITIES EXHIBIT "C"**

**THE FORGOING TERMS** are made an exhibit to and part of the Concession Agreement of even date herewith by and between the **CENTRAL WEST VIRGINIA REGIONAL AIRPORT AUTHORITY**, a public corporation, hereinafter called "Authority", and \_\_\_\_\_, a \_\_\_\_\_, hereinafter called the "Company."

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### **TERMS AND CONDITIONS**

#### **ARTICLE I** **LEASED PREMISES**

That for and in consideration of the performance of the terms, provisions and agreements stated herein, Authority does hereby LEASE and LET unto Company the following:

(1) premises on and about the Unified Rental Car Facility, also known as the Quick Turn-around ("QTA"), for Company's use in common with other rental car operators and with certain premises assigned to Company at the discretion of the Airport Director, as follows and as depicted on Exhibit "C-1":

- a) Fueling / Vacuum Area;
- b) Car Wash Bay;
- c) Maintenance Bay;
- d) Administrative Office;
- e) Support Spaces;
- f) Service Parking Area;
- g) Fuel Storage Facility.

And

(2) facilities within the Unified Rental Car Parking Facility also known as the "RAC Garage" depicted on Exhibit "C-2", for Company's use in common with other rental

car operators and with certain premises assigned to Company at the discretion of the Airport Director and subject to terms and conditions between Authority and Company in that certain Lease and Concession Agreement.

All being the “Leased Premises”. The Leased Premises shall be delivered on the effective date of the Concession Agreement. Authority reserves the right to modify this Exhibit upon the completion of a new QTA and/or renovation of the RAC Garage. The future location of the new QTA is attached as Exhibit “C-3”.

## **ARTICLE II** **TERM**

All rights and obligations (except those which expressly survive termination) under this Exhibit shall remain in effect for so long as the Concession Agreement remains in effect.

## **ARTICLE III** **USE OF THE PREMISES**

Subject to the terms, conditions and covenants of this Agreement, Company shall use the Leased Premises solely as follows:

- a) Fuel Facility – to dispense fuel into Company’s rental vehicles and to vacuum its vehicles;
- b) Wash Facility – to wash and vacuum Company’s rental vehicles;
- c) Service/Maintenance Facility – to service, repair and maintain Company’s rental vehicles used in operation of its rental car concession; and
- d) Service Parking Area – for the temporary storage of Company’s rental vehicles prior to their return to Ready/Return parking.

## **ARTICLE IV** **MAINTENANCE OF LEASED PREMISES/UTILITIES**

- a) Company shall maintain at its sole expense its improvements, fixtures, equipment and personal property located on the Leased Premises and shall take reasonable care in using the operating equipment and fixtures within the Leased Premises. Authority shall

maintain and repair all buildings and improvements on the Leased Premises as well as all shared facilities and equipment; provided that if Company, its employees, representatives, agents, contractors, and/or invitees damage any such item or improvement, Company shall be liable for the cost of repair. Authority also agrees to provide trash removal services. Authority shall have the continual right to access the Leased Premises to verify their condition and address any maintenance and repairs for which it is responsible.

b) All utilities (except electric vehicle charging stations) shall be in the Authority's name and Company shall reimburse Authority for a pro-rata share of the utility expenses for the RAC Garage and QTA facility on a monthly basis. All such payments shall be considered Rent. To the extent Company is permitted to install and use electric vehicle charging stations, approval of which may be determined by Authority at its sole discretion, they shall be separately metered and all electricity paid for directly by the Company.

#### **ARTICLE V** **MODIFICATIONS, ENLARGEMENTS OR ADDITIONS**

Neither Company nor its employees, representatives, and agents shall make any modifications, alterations, enlargements or additions to the Leased Premises without the advance written approval of the Authority. To the extent Company is completing any leasehold improvement or equipment fit-up on the Leased Premises, it shall do so only upon notice and approval to proceed from the Authority's project architect or engineer.

#### **ARTICLE VI** **SIGNS**

Company shall not, without prior written approval of Authority, erect, maintain, or display any advertising, signs, posters, loudspeakers or similar devices at or on the Leased Premises.

#### **ARTICLE VII** **RIGHT OF ENTRY**

Authority, its employees, representatives, and agents shall have the right to enter and view the Leased Premises at any time and all reasonable times for the purpose of

inspecting the same or desirable for, in Authority's sole opinion, the proper operation of Yeager Airport.

#### **ARTICLE VIII**

#### **PREVENTION OF TRESPASS**

Company shall prevent, to the best of its ability, unauthorized persons from gaining access to restricted flight and public aircraft operational areas through the Leased Premises and/or Company's use of the Leased Premises. Company shall not permit its employees to use provided parking for personal uses.

#### **ARTICLE IX**

#### **SURRENDER OF POSSESSION**

Upon the expiration or other termination of the Concession Agreement, Company shall immediately surrender possession of the Leased Premises and shall remove all of Company's property therefrom, leaving the Leased Premises in the same condition as when received, ordinary wear and tear excluded and Company shall have no claim for the value of any unamortized leasehold improvements or equipment fit-up. Company shall be liable for any and all damage caused to the Leased Premises and/or Yeager Airport by Company's use, including, but not limited to, damages arising out of Company's acts or omissions

#### **ARTICLE X**

#### **ENVIRONMENTAL MATTERS**

a) As used herein, the term "environmental liabilities" means any and all liabilities, claims, demands, obligations, causes of action, allegations, orders, damages, penalties, fines, losses, costs, expenses (including without limitation attorney's fees), injuries or judgments (collectively "claims") arising out of, relating to or resulting from the presence, general use, handling, storage, transport, discharge, leakage, spillage, or seepage of, or pollution by, any hazardous substance on the Leased Premises or allegations thereof.

b) As used herein, the term “hazardous substance” shall mean and include, without limitations, all types of chemical substances, petroleum products, flammable explosives, radioactive materials, urea formaldehyde, PCB’s, asbestos or material containing asbestos, and any other illegal, regulated, hazardous, toxic, dangerous or otherwise harmful waste, substance or material in any form and in concentration.

c) Authority shall have the right to enter upon the Leased Premises at all times for the purpose of inspecting the same, including but not limited to, the right to test for contamination on or under the surface of the Leased Premises or for the presence of any hazardous substances in the Leased Premises. If Authority discovers any such contamination at the Leased Premises, which contamination was caused by the Company and/or its employees, representatives, agents, and/or invitees and/or their activities on, or use of the Leased Premises, Company will be notified of the details thereof, and Company shall be fully responsible to perform corrective action satisfactory to, and approved in advanced by Authority, to remove any such hazardous substances and/or contamination caused by Company; provided, however, if Company fails or refuses to fully perform such required corrective action, Authority shall have the right to perform whatever corrective action it deems necessary or appropriate with respect to such contamination or hazardous substance and, in such event, Company shall promptly reimburse Authority for all costs and expenses associated and arising out of such corrective action. With respect to contamination on the Leased Premises which is not solely attributable to a particular concessionaire, Company shall be jointly and severally liable with other concessionaires for the corrective action remedies referenced above. Company shall also indemnify and defend Authority from and against any and all “environmental liabilities” which arise at any time, as a result of activities conducted on the Leased Premises by Company or other concessionaires which obligations hereunder shall be joint and several with all other concessionaires which have operated on the Leased Premises unless a

court of competent jurisdiction determines that the environmental liability arises from the sole and exclusive conduct of a particular concessionaire.

## **EXHIBITS**

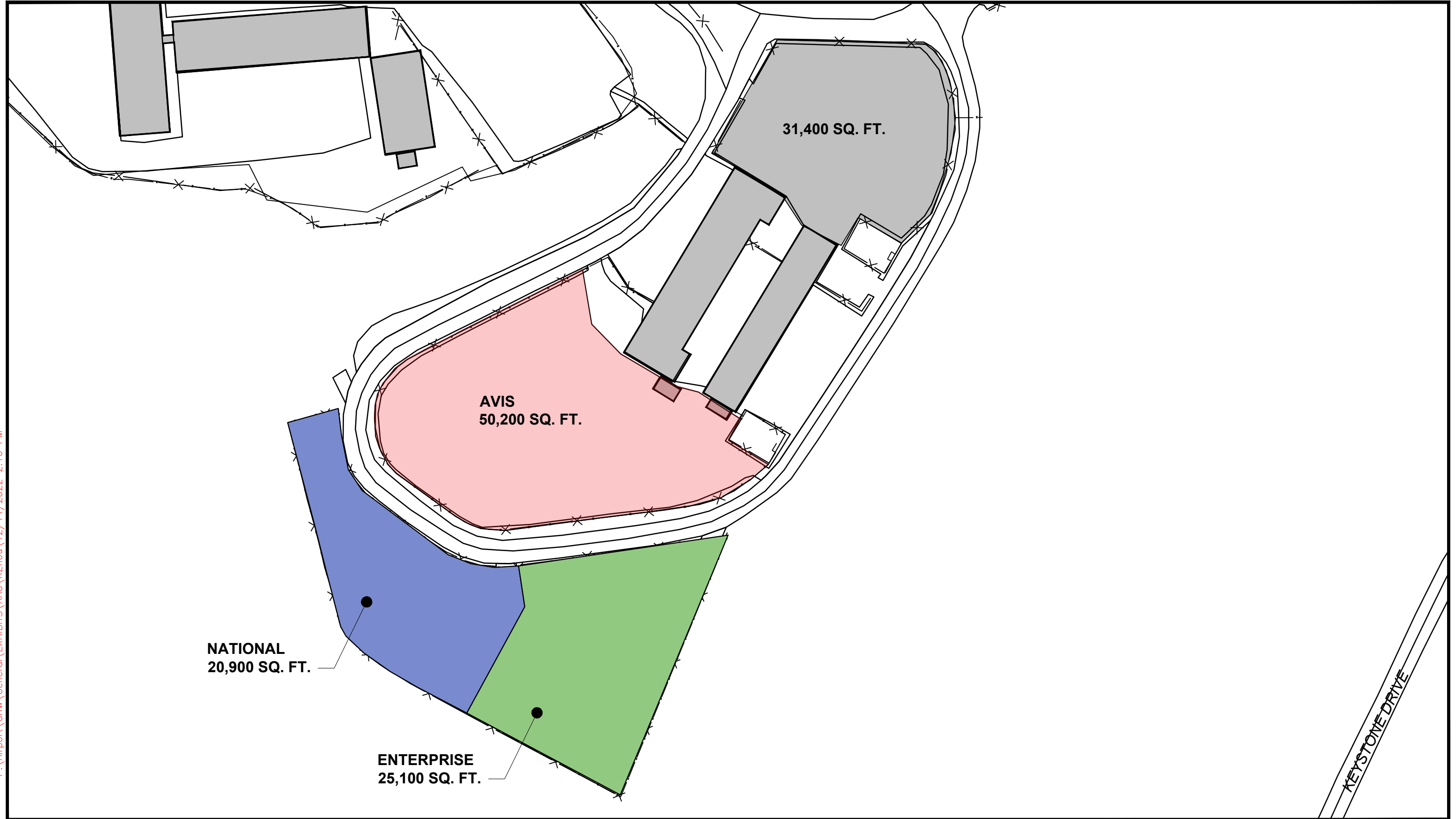
C-1 (Map of QTA layout with labeled premises and parking)

C-2: (Map of RAC Garage layout and allocated parking spaces)

C-3: (Map – aerial of current and future QTA locations and acreage)



WEST VIRGINIA INTERNATIONAL YEAGER AIRPORT



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LEGEND

- AVIS
- ENTERPRISE
- NATIONAL



0 75 Feet

C-1: QTA LAYOUT  
DECEMBER 14, 2022





# WEST VIRGINIA INTERNATIONAL YEAGER AIRPORT



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## LEGEND



AVIS



ENTERPRISE



NATIONAL



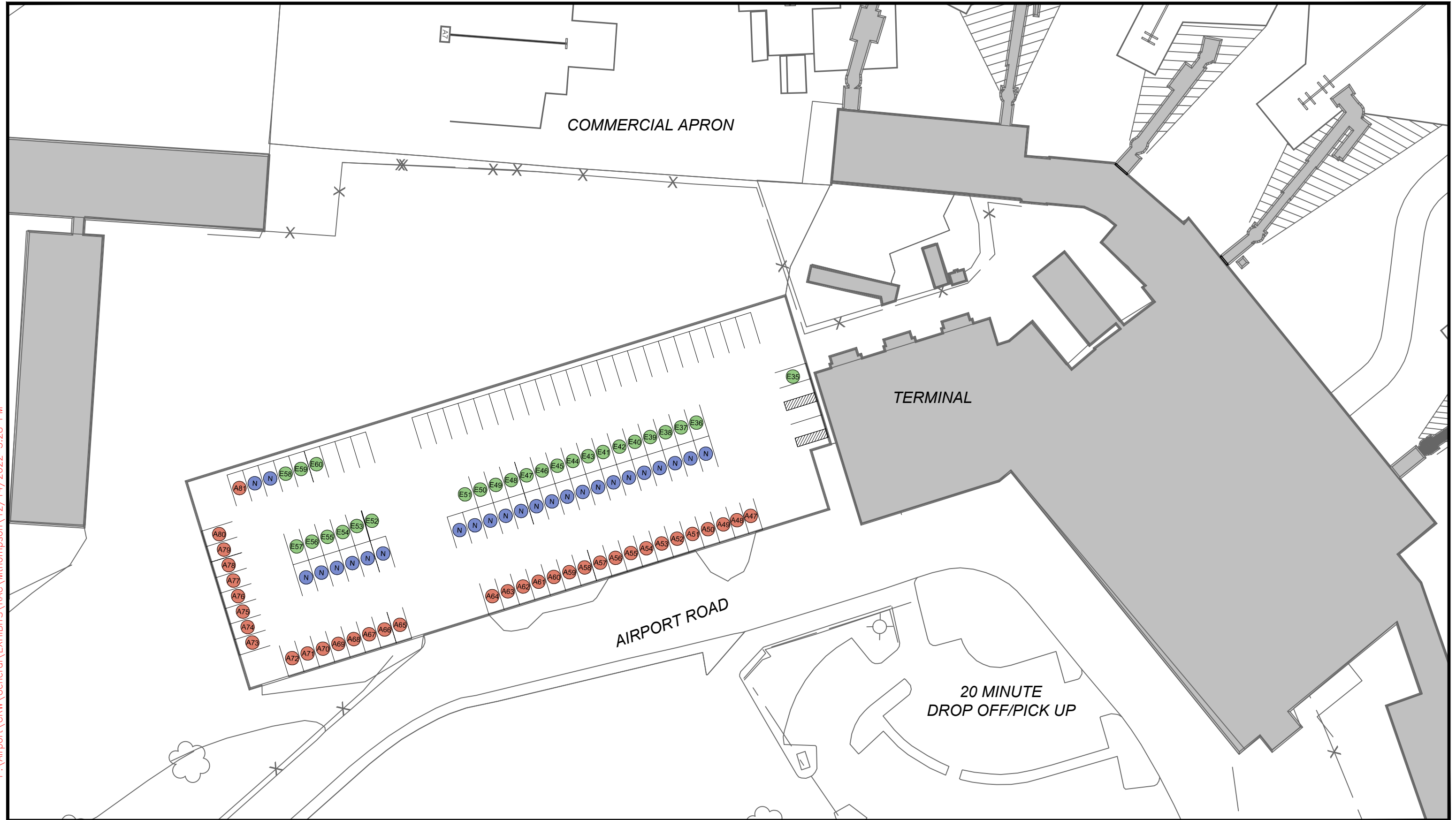
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Feet

50

**C-2a: UPPER LEVEL PARKING**  
**DECEMBER 14, 2022**



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LEGEND



AVIS



ENTERPRISE



NATIONAL



**C-2b: LOWER LEVEL PARKING**  
**DECEMBER 14, 2022**

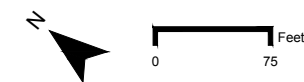


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LEGEND

- |  |      |  |            |  |          |
|--|------|--|------------|--|----------|
|  | AVIS |  | ENTERPRISE |  | NATIONAL |
|--|------|--|------------|--|----------|



**C-3: CURRENT/FUTURE QTA**  
**DECEMBER 14, 2022**

## **EXHIBIT D**

**EXHIBIT D**  
**MONTHLY RENTAL CAR REVENUE REPORT**  
**West Virginia International Yeager Airport (CRW)**

**COMPANY:**

Business Period (Month):   m/yyyy)

**Gross Revenues:**

|   |  |
|---|--|
| Time & Mileage Charges  |  |
| Concession Fees / Airport Recovery Fees   |  |
| Vehicle TTL/ Registration Recoupment Fees   |  |
| All Fuel Flowage, EV, & Services (Prepay, Refuel, Service Charges, etc.)  |  |
| All Insurance Sales   |  |
| All Damage Waiver Charges (LDW, CDW, PDW, Etc.)   |  |
| Other Vehicle Charges (One Way Or Inter-City Fees, Exchanges, Upgrades, Etc.)   |  |
| Additional Equipment, Communication & Technology (Car Seats, Racks, Radios, Phones, Navigation, Wi-Fi, Satellite, etc.) |  |
| Misc & Other Optional Charges (Add'l Drivers, Cleaning, Towing, Frequent Flyer, GARS, Carbon Offset, etc.)              |  |
| Contracted Services With Other Airport Concessionaires, Users Or Third Parties  |  |
| Customer Facility Charges (CFCs)  |  |
| Taxes On Rental Transactions (Federal / State Taxes)  |  |
| Receipts/Compensation for Actual Damages/Loss   |  |
| Sales of Used Cars  |  |
| Operating Costs Recovered   |  |
| All Other Fees, Charges, Receipts, Revenue, Compensation (Not Otherwise Included Above)                                 |  |

|                              |             |
|------------------------------|-------------|
| <b>Total Gross Revenues:</b> | <b>\$ -</b> |
|------------------------------|-------------|

**Allowable Exclusions:**

|   |      |
|---|------|
| Customer Facility Charges (CFCs)              | \$ - |
| Governmental fees (tolls, tickets, and fines) | \$ - |

|                                    |             |
|------------------------------------|-------------|
| <b>Total Allowable Exclusions:</b> | <b>\$ -</b> |
|------------------------------------|-------------|

|   |             |
|---|-------------|
| <b>Gross Revenues After Allowable Exclusions:</b> | <b>\$ -</b> |
|---|-------------|

|                            |             |
|----------------------------|-------------|
| <b>Concession fee: 11%</b> | <b>\$ -</b> |
|----------------------------|-------------|

Monthly Minimum Annual Guarantee:

Has this month's MAG been paid prior to the submitting this report? Y/N

|   |             |
|---|-------------|
| <b>Less: Applicable Minimum Payment (monthly MAG payment) ONLY if paid prior to report:</b> | <b>\$ -</b> |
|---|-------------|

|  |  |
|--|--|
| <b>Less: Allowed Adjustments: <i>(Explain below in Comments)</i></b> |  |
|--|--|

Comments:

|  |             |
|--|-------------|
| <b>Concession Fee Due With Report:</b> | <b>\$ -</b> |
|--|-------------|

**Additional Information *(Required)* :**

**Total Rental Transactions for month:**

**Total Rental Transaction Days for month:**

**The undersigned hereby certifies that this report is a true, accurate, and complete statement of Company's Gross Receipts and allowable Exclusions in accordance with the terms on the Concession Agreement for the month reported.**

|                      |                       |
|----------------------|-----------------------|
| Prepared By (print): | Manager Name (print): |
|----------------------|-----------------------|

|                        |                    |
|------------------------|--------------------|
| Prepared By Signature: | Manager Signature: |
|------------------------|--------------------|

|        |        |
|--------|--------|
| Title: | Title: |
|--------|--------|

|              |              |
|--------------|--------------|
| Date Signed: | Date Signed: |
|--------------|--------------|

E-Mail: