

LEASE AND CONCESSION AGREEMENT
COVERING
ON-AIRPORT CAR RENTAL CONCESSIONS
AT THE
SOUTHWEST GEORGIA REGIONAL AIRPORT

THIS LEASE AGREEMENT made and entered into this ____ day of ____, **2025**, by and between the City of Albany, (hereinafter referred to as the “City”) and _____ (hereinafter referred to as the “Concessionaire”).

WITNESSETH

WHEREAS, the City has jurisdiction, control, supervision, and management of the Southwest Georgia Regional Airport and under the provisions of Chapter 12 of the City Code of Ordinances; City of Albany, Georgia; has authority and power to grant franchises or concessions demanded by the traveling public; and

WHEREAS, car rental services at the airport are essential for the accommodation of passengers arriving at and departing from the airport; and

WHEREAS, Concessionaire is a successful bidder for the award of a non-exclusive contract covering the operating of such services at the airport;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants of the parties hereto, it is mutually agreed as follows:

ARTICLE I - LEASED PREMISES

The City hereby leases to the Concessionaire for the use hereinafter stipulated and upon the terms and conditions herein set forth, that space in the Commercial Terminal Building on the Southwest Georgia Regional Airport, as shown and designated as Counter/Office Space on a sketch of part of said building designated Exhibit "A", current Ready/Return spaces designated on a sketch or plat of said airport designated as Exhibit "B", current Wash Facilities/Overflow Lot Areas currently at the corner of Newton Road and Darr Lane, designated on a sketch of said property designated as Exhibit "C". All exhibits are hereby incorporated as a part of this lease by reference.

The City shall assign all ninety-nine (99) parking spaces within the Ready/ Pick-up area to the four successful bidders. The airport will make the allocation at its discretion.

A Return lot is directly in front of the commercial terminal building with 32 spaces. The lot will be shared among the concessionaires. With the lot being a "Return" lot for customers, there is no fair way to assign spaces.

ARTICLE II – LEASE TERM

Concessionaire initial term is one (1) year to commence on the 1st day of _____ 2025 and ending the _____ of _____ 2026 at midnight (the "Lease Term"). The City hereby grants to Concessionaire four (4) one-year (1) renewal options.

ARTICLE III - RENT AND FEES

1. Space rental areas which will be provided under this agreement are: Counter Space and Office Space as depicted on Exhibit "A"; return lot spaces in front of the commercial terminal, and spaces in the pick-up lot near Newton Road as depicted on Exhibit "B"; and one (1) wash facility/overflow lot as depicted on Exhibit "C". The numbered ready/pick-up spaces for the Concessionaire are **24** spaces.

2. Monthly fees shall be equal to **ten percent (10%)** of all of the Concessionaire's monthly gross revenue or a MAG of \$_____ broken into twelve (12) monthly charges of \$_____ whichever is greater, are due and payable on or prior to the fifteenth (15th) day of each month. The MAG

shall increase, but not decrease, by any increase in the Consumer Price Index (CPI) during the preceding lease term.

3. Parking Space Fee shall be equal to **\$3000**, broken into twelve (12) monthly charges of **\$250**, are due and payable on or prior the fifteenth (15th) day of each month.

4. Wash Facility and Overflow Parking Fee shall be equal to **\$3000**, broken into twelve (12) monthly charges of **\$250** are due and payable on or prior the fifteenth (15th) day of each month.

5. Counter Space and Office Space Fee (**\$31.00 per square foot**) shall be equal broken into twelve (12) monthly charges of \$_____, are due and payable on or prior the fifteenth (15th) day of each month.

6. Payments made after the fifteenth (15th) day of the month will be assessed a **one-hundred-dollar (\$100)** late fee. Said fees shall be compounded every two (2) weeks if said payment is late.

7. The term "gross revenue", concerning rentals at all locations at or on the airport (including but not limited to the terminal, fixed base operator(s) and airport property), shall mean all monies or other consideration paid or payable to the Concessionaire derived from, arising out of, or payable on account of the business conducted by the Concessionaire or from the operations of Concessionaire under this Agreement, whether for cash or credit, and without any deduction for credit card discounts, and whether the same shall be paid or unpaid. Gross revenues apply to all autos supplied by Concessionaire to its customers at the airport, without regard to the manner in which or place at which the rental car contract is entered into and without regard to whether the auto is owned, leased, or otherwise held by Concessionaire. Gross Revenues included but are not limited to any and all monies and other consideration paid or payable to the Concessionaire for time and mileage (less discounts), intercity fees or drop charges, acceptance of personal accident insurance and/or collision damage waiver in connection with the use of vehicle contracted for, delivered or rented to the customer at the Airport, regardless of where the payment is made or where the vehicle is returned. Gross Revenues do not include any federal, state or municipal sales taxes or other similar taxes separately stated or collected from customers, whether currently or hereinafter levied or imposed; amount of gratuities paid or given by Concessionaire's patrons to Concessionaire's employees; revenue from the sale of motor vehicles, gasoline or other fuels; Customer Facility Charges (CFCs) remitted; and sums received as proceeds for damage repairs to motor

vehicles owned or controlled by Concessionaire or to property of Concessionaire, or for loss, conversion or abandonment of such motor vehicles. Unless revenues from Concessionaire's auto rental business are expressly and particularly excluded from the definition of gross revenue under this Agreement, such revenues shall be included in gross revenue.

Diversion of revenue, through direct or indirect means, of rental auto revenues from the inclusion in gross revenues as defined in this Agreement, is prohibited. Diversion shall include, but not be limited to, the following situations: renting such vehicle to a potential customer that arrived at the airport and not including the resulting rental car revenue in the gross revenue defined under this Agreement; and the taking of a reservation, advertising or suggesting to a potential customer arriving at the airport that the customer rent a vehicle at a location other than at the airport regardless of the reason, and not including the revenue resulting such transaction in gross revenue. In addition to all other legal remedies available by law, City may terminate this Agreement upon a determination by the City that the Concessionaire has intentionally diverted revenue as described herein.

8. Such fees shall be paid on or before the fifteenth (15th) day of the month following the month for which such fees are due. Late fees will apply to all payments received after the 15th. At the time of payment of the fee, the Concessionaire shall furnish to the City, in writing, a report of all business done by its said car rental operation and shall keep true and accurate records, accounts, books and data which shall show, among other things, all rentals made and services performed whether performed for cash, credit, or otherwise (without regard to whether paid or not) and also the gross revenue of said business done upon, with regard to and within the Concessionaire's car rental operation on the Airport. The monthly written report shall show the calculation of the monthly payment to the City.

The City will consider a payment on time when it meets all of the following criteria:

- a. It is received on or before the fifteenth (15th) day of the month following the month for which such fees are due;
- b. Payment received is the greater of the monthly MAG or ten percent (10%) of the Gross Revenues as defined herein;
- c. Said payment includes the written report in the approved format as specified herein.

d. Customer Facility Charge (hereafter referred to as CFC) is received on or before the fifteenth (15th) day of the month following the month for which such fees are due.

9. In the event the air carrier traffic at the Southwest Georgia Regional Airport is reduced more than **sixty percent (60%)** of the average for the same month in the preceding year, or if Concessionaire's operations at the Southwest Georgia Regional Airport shall be substantially and materially interfered with for a period in excess of thirty (30) days, as a result of rationing or other means of allocation in the supply of automobiles or gasoline which are necessary for Concessionaire, then, and in either of those events, upon written notice from Concessionaire to the City, the MAG shall be reduce to **50%** commencing thirty (30) days after the occurrence of such condition, which abatement shall continue thereafter so long as such condition shall exist.

10. The Concessionaire's books and records shall be open to inspection by the City's agents during all regular business hours of 8 AM to 5 PM EST. The Concessionaire consents that the City has the right to examine the Concessionaire's Georgia Sales Tax Returns on sales or rentals by the Concessionaire.

11. Concessionaire agrees to keep vehicles from parking on the existing yellow curb actively, in front of the terminal building, or from parking in other prohibited areas as designated by the Airport. Concessionaire's employees shall cooperate when Airport staff requests confirmation of the ownership of vehicles when levying fines or fees for not complying with Airport parking rules and regulations. Concessionaire employees may be banned from parking on Airport property if, in Airport Administration's opinion, they are a safety hazard or do not observe parking policies put in place by the Transportation Director. Each Concessionaire is responsible for instructing its customers on where they can or cannot park. Passengers must never be told that dropping a vehicle off in front of the terminal is acceptable. Tickets given for parking violations are the responsibility of the Concessionaire.

12. Concessionaire agrees to keep a true and correct copy of all its gross receipts, to determine the accuracy of reported gross receipts, the City may audit all or any part of Concessionaire's books for the preceding contract years; provided, however, the audit shall under no circumstances pertain to the Concessionaire's books for any period predating the effective date of this Lease Agreement. The cost of

the audit shall be borne by the City unless the audit reflects an under-reporting discrepancy of more than five percent (5%) in the reported annual gross receipts. In such an event, Concessionaire shall be responsible for the total cost of the audit, payment to the City of any unpaid lease payments, and any applicable late fees. Further, Concessionaire shall pay City and under-reporting penalty of fifty percent (50%) of the total amount due.

13. Concessionaire shall not notate the concession pass-through fee as an “Airport Concession Fee” on customer invoices, nor use any other explanation that would indicate to the customer that the airport has imposed a fee or tax on each car rental transaction

ARTICLE IV CUSTOMER FACILITY CHARGE

1. Commencing with the effective date of this agreement, the Concessionaire shall charge and collect a Customer Facility Charge, (hereafter referred to as CFC) in the amount of four dollars (**\$4.25**), for each Rental Vehicle Transaction Day from each customer of the Concessionaire that rents or otherwise enters into a similar arrangement for the use of a motor vehicle with the Concessionaire at the Concessionaire’s location at the airport. A “Transaction Day” shall mean a twenty-four (24) hour period or fraction thereof for which a rental car customer is provided the use of a rental car for compensation, regardless of the duration or length of the rental term. However, suppose the same rental car is rented to more than one customer within a continuous twenty-four (24) hour period. In that case, each such rental shall be calculated as a “Transaction Day,” except that a partial day with a grace period of no more than two (2) hours after the last 24-hour day booked shall not be considered a Transaction Day.

2. The City shall use such CFC to supplement the Maintenance and Operations budget of the Southwest Georgia Regional Airport. All receipts and expenditures are kept separate from other funds of the City of Albany. They are directly controlled by the Transportation Director, the City’s Chief Financial Officer, and his/her Administrative Staff.

3. The CFCs collected by the City may not be combined with other City revenues received, and shall always be accounted for separately from the City’s other sources of revenue and any other funds

received from the Concessionaire. CFC payments will be made to the City of Albany on the same time schedule as the Concessionaire's regular monthly remittance, for the preceding month, as set forth in this agreement, but shall be paid as a separate check to the City. Said check shall be identified as a "Customer Facility Charge" or a "CFC Fee." The Concessionaire agrees that it will comply with the provisions of the Concession Agreement as to the invoicing of the CFC to its customers.

4. The Concessionaire agrees that it will not intentionally, directly or indirectly, divert rental vehicle business from the Airport or consent or otherwise acquiesce to any such diversion or otherwise take any action that, but for such action, would result in a CFC not being imposed and collected. Among other acts, and without limitation, if the Concessionaire, or an employee or agent thereof, advises or suggests to a potential customer arriving at the Airport that such customer or potential customer instead rent a vehicle at a Concessionaire location other than at the Airport, regardless of the reason, and does not charge a CFC as a result of such transaction, then the Concessionaire shall be deemed to have intentionally diverted business hereunder. Such covenant shall also apply to any corporate affiliate of the Concessionaire.

5. The City through its representative the Transportation Director, will consult with the Concessionaires in reference to either ceasing the collection of a CFC or to adopt future projects for which the collection of a CFC will need to continue.

6. Customer facility charges (CFCs) shall not be refunded to a Concessionaire who no longer operates at the Southwest Georgia Regional Airport for any reason.

ARTICLE V - FACILITIES AND SERVICES

TO BE PROVIDED BY CITY

1. The City will provide electrical power for lights, heating, and cooling in the rented counter space. Light and electrical power for the wash facility area will be provided by the Concessionaire. Maintenance and cleanup in the Ready/Returned Lot, Counter Area, and Wash Facility Areas must be provided by the Concessionaire. All refuse must be disposed of by the Concessionaire in one of the two

dumpsters near the baggage claim entrance. Do not utilize airport common trash cans for the disposal of Concessionaire garbage, or a fine will be assessed.

2. The City will furnish and provide basic space and the counter as installed. The Concessionaire will be responsible for providing all furnishings and equipment for the conduct of a car rental business in the space provided.

3. The City further grants Concessionaire, its agents, representatives, and employees, the right to drive over all driveways at the Southwest Georgia Regional Airport leading to and from public roads and parking areas, in accordance with the Rules and Regulations promulgated by the City for such use. Concessionaire's employees shall obey all traffic signs and signals and any directions given, either in writing or orally, by Airport Administration when driving upon the airport, or shall face revocation of driving privileges.

ARTICLE VI – OBLIGATIONS OF CONCESSIONAIRE

1. In entering into this Concession Agreement at the Southwest Georgia Regional Airport, the City has foremost in mind providing the traveling public with rental car services of high quality and efficiently-operated equipment commensurate with that normally provided at modern airport terminal facilities of this kind. To accomplish this, the Concessionaire will operate a first-class car rental service at reasonable prices comparable to those prevalent in this area of the country.

2. The Concessionaire shall maintain and keep the leased premises in a safe, clean, orderly, and inviting condition at all times. Aside from trash pick-up services mentioned elsewhere, all Ready/Return Space, Counter Areas, and Wash Facility areas and associated rights-of-ways will be maintained in a clean and neat manner by the Concessionaire. If the Ready Lot, Return Lot, or the Wash Facility areas have an abundance of trash or refuse that makes it unsightly, the City will notify all four Concessionaires (Ready/Return Lot) or a single Concessionaire (Service Lot) and give them 48 hours to clean the area. If the area(s) are not cleaned in that timeframe, then Airport staff shall clean the area(s), and the Concessionaire(s) will be billed **\$100.00** to be paid with the next month's invoice. Since it is impossible to target one Concessionaire if the Ready/Return Lot is unkept, each Concessionaire shall be billed **\$100.00** to be paid with the next month's invoice.

Garbage collection is provided for in two dumpsters located near the baggage claim entrance to the airport. These dumpsters are the only acceptable receptacles for dumping Concessionaire garbage— NOT the garbage cans put throughout the terminal for its customers. A **\$100.00** fee will be billed to Concessionaires who are observed by Airport staff or janitorial staff to be dumping their garbage in any cans other than the dumpster.

3. It is further agreed that Concessionaire shall not solicit passengers for hire nor transport passengers on specific trips, nor to specific destinations, nor otherwise engage in the on demand transportation business, nor render the type of service to patrons or passengers which is customarily performed by taxicab or limousine service, but the business of Concessionaire shall be strictly limited to the rental of cars without drivers. Concessionaire shall not steer customers to specific taxicab companies or offer to find a customer a taxi service. The customer shall negotiate his/her own fare and shall not rely on the Concessionaire to select taxi service or a particular driver.

4. The Concessionaire shall at all times have an active, qualified, competent, and experienced person at the Airport to supervise the Concession operations, who shall be authorized to represent and act for the Concessionaire. The Concessionaire's counters shall be staffed by attendants and shall maintain a standard of cleanliness, courtesy, efficiency, and neatness, and shall maintain a standard of dress acceptable to the City. The Concessionaire shall not retain as an employee any person or persons in or about the leased premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Concessionaire agrees to dispense with the services of any employee whose conduct the City finds, with valid cause, is detrimental to the best interests of the City.

5. Concessionaire, its employees, agents, or servants, shall at all times comply with the laws and regulations of the United States of America and the State of Georgia and all applicable local ordinances, codes, and regulations governing the operation of the Southwest Georgia Regional Airport. Violations thereof by Concessionaire, its agents or employees, or revocation of permits or licenses required in the performance of this Agreement shall be cause for termination of this Agreement at the option of the City if not corrected within a reasonable period, after notice thereof

6. Concessionaire shall pay all taxes or assessments that may be lawfully levied against it by reason of its operations on the premises of said Airport. A current business license is required at all times during the duration of this contract.

7. The Concessionaire shall provide the complete and proper arrangement for the adequate sanitary handling and disposal, away from the airport, of all trash, garbage and other refuse in or in connection with the leased premises.

8. The Concessionaire shall bear at his own expense all costs of operating the Concession, and shall pay in addition to rental, all other costs connected with the use of the leased premises, facilities, rights and privileges granted, including but not limited to, maintenance except that specifically agreed by the City to be performed by it and any maintenance the cost of which the City received from insurance policies; insurance; utilities in Service Areas and supplies; and all licenses, permits or other similar authorizations as required under Federal, State or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the rights and privileges extended hereunder.

9. The Concessionaire shall not do anything or permit anything to be done to its leased premises which may interfere with the effectiveness or accessibility of the drainage and sewerage system, the fire protection system, and any facilities for the protection of the Airport and the public.

10. The Concessionaire may install signs identifying its business in harmony with the architectural treatment of the terminal building only with the written approval of the City and in accordance with specifications adopted by the Commission, such approval not to be unreasonably withheld.

11. Concessionaire agrees that it shall not engage in other business or activities within the confines of the Airport other than those expressly authorized by the City unless the City gives prior approval in writing.

12. Concessionaire will provide a sufficient number of cars to satisfy all reasonable demand. All cars will be in good operating condition, safe and free from defects, and in neat and clean condition inside and out. Only late-model vehicles shall be used by the Concessionaire in the performance of the privileges granted hereunder. Concessionaire agrees that at no time will it use automobiles whose model year is more than two (2) years older than the current year model for each vehicle type provided.

13. Concessionaire, its employees, agents or servants understand that in addition to the rules, regulations codes, etc. described herein, the following activities are expressly forbidden by the Commission: a) using taxicab or limo reserved parking for any reason; b) parking of vehicles owned by the Concessionaire employees, agents or servants in the Ready/Return lot; c) parking any vehicle outside the marked spaces in the Ready/Return lot or d) parking of either personal vehicles or rental car vehicles on the terminal curb or the extended curb north and south of the terminal building. Concessionaire (or its employees) agrees to pay all fines or fees levied by the City or its representatives if these rules are not followed. **PARKING ON THE CURB IN FRONT OF THE TERMINAL IS STRICTLY PROHIBITED.** Do not instruct customers that parking on the curb is allowed for the pick-up or return of vehicles. All fines levied by the City shall be paid by the Concessionaire (or its employees for parking personal vehicles) for these activities.

14. Each separate rental car counter must have at least one (1) employee manning the counter at all times, even if the Concessionaire leases more than one counter. Customer service is the paramount concern.

ARTICLE VII - TERMINATION BY CONCESSIONAIRE

This agreement shall be subject to termination by the Concessionaire should any one or more of the following occur:

1. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the airport property and the remaining in force for at least thirty (30) days.

2. The breach by the City of any of the terms, covenants, or conditions of this Agreement and the failure of the City to remedy such breach for a period of thirty (30) days after written notice from the Concessionaire of the existence of such alleged breach.

3. The assumption by the United States Government, or any authorized agency of same, of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict the Concessionaire from operating said concession, if such restriction continues for a period of thirty (30) days or more.

4. If all or a material part of the airport or airport facilities shall be destroyed by fire, explosion, earthquake, civil commotion, other casualty, or acts of God or the public enemy.

5. Concessionaire shall not be entitled to damages from the City on account of any of the above-specified in Paragraphs 1, 3, and 4.

ARTICLE VIII - INDEMNIFICATION AND INSURANCE

1. Concessionaire agrees to indemnify and hold harmless the City, its agents, officers, and employees, their successors and assigns, its elected and appointed officials, officers and employees, their successors and assigns, individually and collectively, from and against all liability for injuries to persons or damage to property occasioned by the negligence of the Concessionaire, its officers, agents or employees or from any suit or claim for damages in connection with any actual or alleged claim of unfair competition or other similar claim emanating from the operations of Concessionaire under or in anywise connecting with this Agreement, including but not limited to its operations connected with the purchase and sales of vehicles and equipment, and Concessionaire further agrees to pay all expenses in defending against any claims made against the City of Albany provided; however, that the Concessionaire shall not be liable for any damage, injury, or loss occasioned by negligence on the part of the City, its agents or servants. The Concessionaire shall give to the City prompt and timely notice of any claims made or service of process in any suit concerning such injury or damage. This indemnity does not extend to any willful injury or sole negligence of the City.

2. Concessionaire shall maintain Commercial General Liability Insurance with companies licensed to do business in the State of Georgia for the protection of the City of Albany and naming them as an Additional Insured, against all claims, losses, costs or expense arising out of injuries or deaths of persons whether or not employed by the Concessionaire, damage to property, whether resulting from the acts or omissions, negligence or otherwise of the Concessionaire or any of its agents, employees, patrons or other persons, and growing out of the use of the said Airport premises by Concessionaire, such policies to provide for a liability limit on account of each accident resulting in the bodily injury or death of not less than One Million (\$1,000,000) Dollars, a liability limit of not less than One Million (\$1,000,000)

Dollars for each accident for property damage. Concessionaire shall also carry Product Liability Insurance Coverage for personal injuries and/or death in the amount of not less than One Million (\$1,000,000) Dollars for any one person. Concessionaire shall maintain a combined single liability limit of One Million (\$1,000,000) Dollars, covering owned, non-owned, and hired vehicles. Concessionaire shall furnish timely Certificates of Insurance to the City of the continuance in force of said policies by providing copies of the policy to the Central Services Buyer, Joshua Williams. A Certificate of Insurance by itself is NOT acceptable. The City's sole judgment shall control as to the sufficiency of the coverages.

3. Concessionaire shall furnish to the City satisfactory evidence that it carries Workers' Compensation Insurance in accordance with the laws of the State of Georgia.

4. The insurance carrier's rating shall be a Best's Rating of "A- (VII)" or better.

5. Notice of Cancellation, non-renewal, or material change in coverage shall be provided to the City at least thirty (30) days prior to action. The words "endeavor to" and "but failure to" (to the end of the sentence) are to be eliminated from the Notice of Cancellation provision on standard ACCORD certificates.

6. It is agreed that all of the goods, chattels, fixtures, and other personal property belonging to said Concessionaire, which are, or may be put into the said premises during said term whether exempt or not from sale under execution and attachment under the laws of the State of Georgia shall at all times be bound with a first lien in favor of said City, subject to a purchase money mortgage if any, and shall be chargeable for all rent hereunder and the fulfillment of the other covenants and agreements herein contained, which said lien may be enforced in like manner as a chattel mortgage, or in any other manner afforded by law.

ARTICLE IX- TERM OF AGREEMENT

1. Subject to earlier termination and cancellation as hereinafter provided, the term shall begin on the _____ day of _____, 2025, and end at midnight on the _____ day of _____, _____. At the Aviation Commission's sole discretion, this Concession Agreement shall continue for #_____ more one-year terms, subject to the terms and covenants of this Agreement.

ARTICLE X - TERMINATION BY CITY

This Agreement shall be subject to cancellation by the City should any one or more of the following occur:

1. If any court shall take jurisdiction of the Concessionaire and its assets pursuant to any proceeding other than under the provision of the current Bankruptcy Code as amended, or if a Receiver for Concessionaire's assets is appointed, or if Concessionaire shall be divested of its rights, powers and privileges under this agreement by other operation of law, other than under the current Bankruptcy Code, as amended.

2. If the Concessionaire shall default in or fail to make any payments at the times and in the amounts required of it under this agreement.

3. If the Concessionaire shall abandon and discontinue the conduct and operation of its car rental concessions.

4. If the Concessionaire shall fail to perform, keep, and observe any of the covenants and conditions contained in this contract to be performed, kept, and observed by it.

5. If the Concessionaire shall fail to abide by all applicable laws, local ordinances, and general rules and regulations of the United States, State of Georgia, City of Albany, and the Albany-Dougherty County Aviation Commission. Provided that upon the happening of any of the contingencies recited in Subsections 1, 2, 3, and 4, above, City shall give written notice to Concessionaire to correct or cure such default, failure to perform or breach and if, within fifteen (15) days from the date of such notice under Subsections 2 and 3 above, or within thirty (30) days from the date of such notice under Subsections 4 and 5 above, the default, failure to perform or breach complained of shall not have been corrected in a manner satisfactory to the City, then and in such event, the City shall have the right, at once and without further notice to Concessionaire, to declare this contract terminated and to enter upon and take full possession of the concession area and provided further that upon the happening of the contingencies enumerated in Subsection 1 hereof, the City may cancel this lease instantly.

6. No waiver by the City of any of the terms of this Agreement to be kept, performed, and observed by the Concessionaire shall be construed to be or act as a waiver by the City to any subsequent default on the part of the Concessionaire.

The City shall be entitled to damages from the Concessionaire on account of the occurrence of any of the events enumerated in this Article, with or without cancellation of the Agreement.

ARTICLE XI – DAMAGE OR DESTRUCTION ON PREMISES

1. It is understood and agreed that if the premises hereby leased shall be damaged or destroyed in whole or in part by fire or other cause during the term hereof, the City will repair and restore them to a good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable, and pro rata for the portion rendered untenable, in case a part only is untenable, until the premises shall be restored to a tenantable condition; provided, however, that;

a. There shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Concessionaire, its agents, or employees.

b. If the Concessionaire shall use any part of the leased premises for storage during the period of repair, a reasonable charge shall be made therefor against the Concessionaire.

c. In case the leased premises, or the building of which they are part, shall be destroyed to the extent of more than fifty percent (50%) of the value thereof, the City or the Concessionaire may, at its option, terminate this lease forthwith by a written notice to that effect, said notice to be given no longer than ten (10) days after occurrence of the loss.

2. If this Lease Agreement is terminated as provided for in this Article, then neither party hereto shall be liable to the other for damages as a result of said termination.

3. Notwithstanding anything in this Article to the contrary, the City shall in no event be liable to the Concessionaire for alleged lost profits as a result of business interruption caused by a fire or other similar casualty.

ARTICLE XII - RIGHT OF INSPECTION

The Transportation Director or his duly authorized representatives shall have, at any and all reasonable times, during regular business hours which is defined as between 8 AM and 5 PM, except in

the event of an emergency, the full and unrestricted right to enter the premises for the purpose of inspecting or protecting the premises and of doing any and all things with reference thereto which the City is obligated to do as set forth herein or which may be deemed necessary for the proper general conduct and operation of the Southwest Georgia Regional Airport in the exercise of the City's police power; provided that their right of inspection shall not be exercised in such manner as to interfere unreasonably with Concessionaire's use of the premises.

ARTICLE XIII - ASSIGNMENT AND SUBLETTING

The privileges contained herein are personal to the Concessionaire, and Concessionaire agrees that it will not assign, sublet, or underlet the same or any part thereof without the express written consent of the City. Any purported assignment in violation hereof shall be void.

ARTICLE XIV - HOLDING OVER

In the event Concessionaire shall hold over and remain in possession of the premises herein leased after expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of the Agreement, but shall only create a tenancy from month-to-month, which may be terminated at any time by the City upon thirty (30) days notice. All terms of this contract will remain in place during a holdover status.

ARTICLE XV - RULES AND REGULATIONS

The City shall have the right to and shall adopt and enforce reasonable Rules and Regulations with respect to the Airport, terminal building, and related facilities, which Concessionaire agrees to observe and obey, provided said Rules and Regulations do not specifically negate any of the agreement's provisions incorporated herein.

ARTICLE XVI - GENERAL PROVISIONS

1. Notices to City shall be sent by registered mail, postage prepaid, addressed to Airport Director; Southwest Georgia Regional Airport; 3905 Newton Road; Suite 100, Albany, GA 31701; and

notices to Concessionaire shall be sent by registered mail, postage prepaid, addressed to: _____ **[TO BE PROVIDED BY CONCESSIONAIRE]** or to such other respective addresses as the parties may designate to each other from time to time in writing.

2. The Concessionaire represents that it has carefully reviewed the terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this instrument.

3. The term “City” as used in this Agreement means the City of Albany, Georgia, and where “Agreement” speaks of approval and consent by the City, such approval is understood to be manifested in writing by the Transportation Director, except as otherwise expressly stated in this Agreement. When the City’s approval is required, such approval shall not be unreasonably withheld, delayed, or conditioned.

ARTICLE XVII - SUCCESSOR AND ASSIGNS BOUND BY PROVISION

All covenants, stipulations, and agreements in this Agreement shall extend to and bind the successors and assigns of the respective parties hereto.

ARTICLE XVIII - INVALID PROVISION

In the event any covenants, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the validity of any such covenant, condition, or provision does not materially prejudice either the City or Concessionaire in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

ARTICLE XIX - COVENANTS AGAINST DISCRIMINATION

The parties hereto covenant not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex, national origin, or ancestry or because of age, except where based on a bona fide occupational qualification, and to require a similar covenant on the part of any subcontractor employed in the performance of this Agreement.

Concessionaire will not discriminate against any person because of race, color, national origin, sex, creed, or disability in public services and employment opportunities. Concessionaire will also not discriminate against a person with Limited English Proficiency and shall offer services to everyone, no matter their language barrier, by offering translation services or other means that will allow a customer to communicate with Concessionaire employees.

This Concession Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23. The Concessionaire 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.

The concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and causes those businesses to similarly include the statements in further agreements.

The City has an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program as required by the Department of Transportation's Federal Aviation Administration through its Civil Rights Office. Concessionaire shall comply with Airport staff when seeking information on its purchasing activities and Concessionaire shall seek all available means for utilizing certified Disadvantaged Business Enterprises (DBEs) when conducting its business activities. The word "certified" means being certified by the State of Georgia's Department of Transportation only, not MARTA.

ARTICLE XX - AGENCY AND CLAIM SERVICE

Concessionaire agrees that with respect to any claim which the City may have against the Concessionaire arising out of this Agreement or its performance or on account of any work due under or pursuant to the Agreement or for indemnity shall be controlled and governed by the laws of Georgia, and actions pursuant to any such claims may be filed and prosecuted against the Concessionaire in the Georgia courts of Dougherty County, Georgia. For this purpose, the Concessionaire does hereby waive all questions of venue and jurisdiction and does hereby submit itself to the venue and jurisdiction of the Georgia courts of Dougherty County, Georgia. Concessionaire further agrees that any claims for personal injury and/or property damage which any person may have against the Concessionaire arising out of this Agreement or its performance or on account of any action done under or pursuant to the Agreement shall be controlled and governed by the laws of Georgia, and actions pursuant to any such claims may be filed and prosecuted against the Concessionaire in the Georgia courts of Dougherty County, Georgia.

Concessionaire does hereby appoint _____, whose address is _____, [CONCESSIONAIRE WILL NEED TO PROVIDE THIS NAME AND ADDRESS], a resident of Dougherty County, Georgia, as its agent to receive service of any such actions, and service upon such agent shall be good and valid service upon the Concessionaire. If for any reason said agent for service shall leave Dougherty County, Georgia, the Concessionaire will immediately appoint another agent resident in Dougherty County, Georgia and if concessionaire fails to appoint such agent, service may be perfected upon the Concessionaire by serving the Judge of the Probate Court of Dougherty County, Georgia and such service shall in all respects be good and valid service of such action upon the Concessionaire. It shall be the obligation of the Concessionaire to keep its agent for service and the Judge of the Probate Court of Dougherty County, Georgia, informed and advised at all times of the address to which such suits served upon them shall be sent.

ARTICLE XXIV - GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT

A Performance, Payment or Guaranty Bond, satisfactory to the City, in the amount of not less than the MAG, will be required of the Concessionaire to guarantee that they pay the City the amounts included in their bids per the payment terms outlined in this Agreement. The performance guarantee may be in the form of a bond, letter of credit from Concessionaire's banking institution, or a certified cashier's check payable without recourse to the City of Albany. This bond will be kept in full force and effect until termination of this Agreement or any extension thereof.

WITNESS OUR HANDS in duplicate originals this _____ day of _____, 2025.

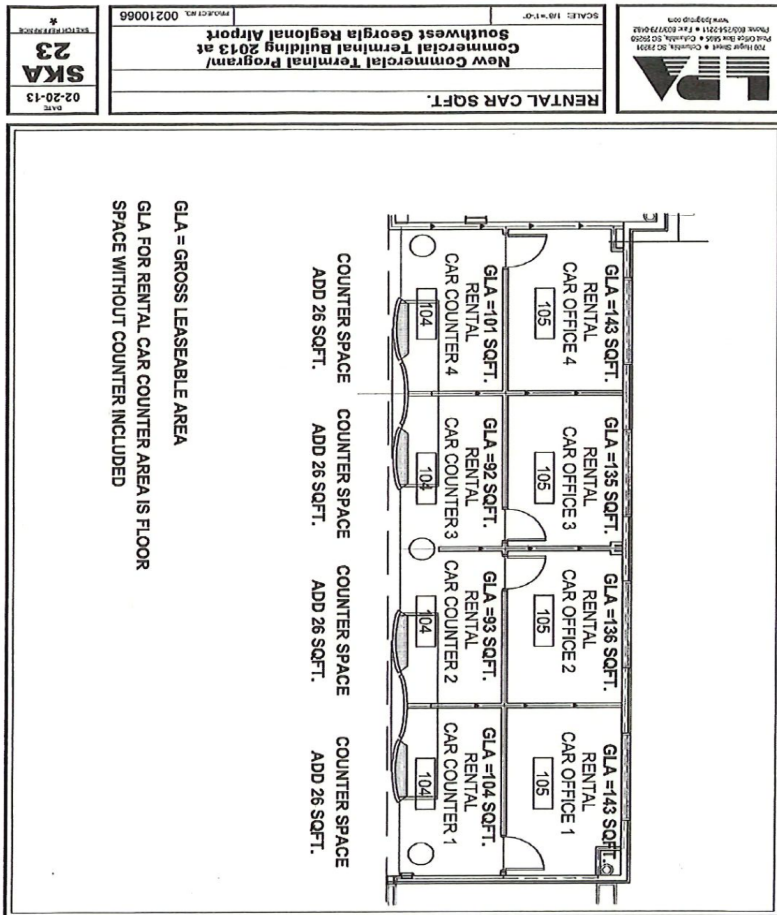
CITY OF ALBANY

Attest: _____

CONCESSIONAIRE

Attest: _____

Exhibit A



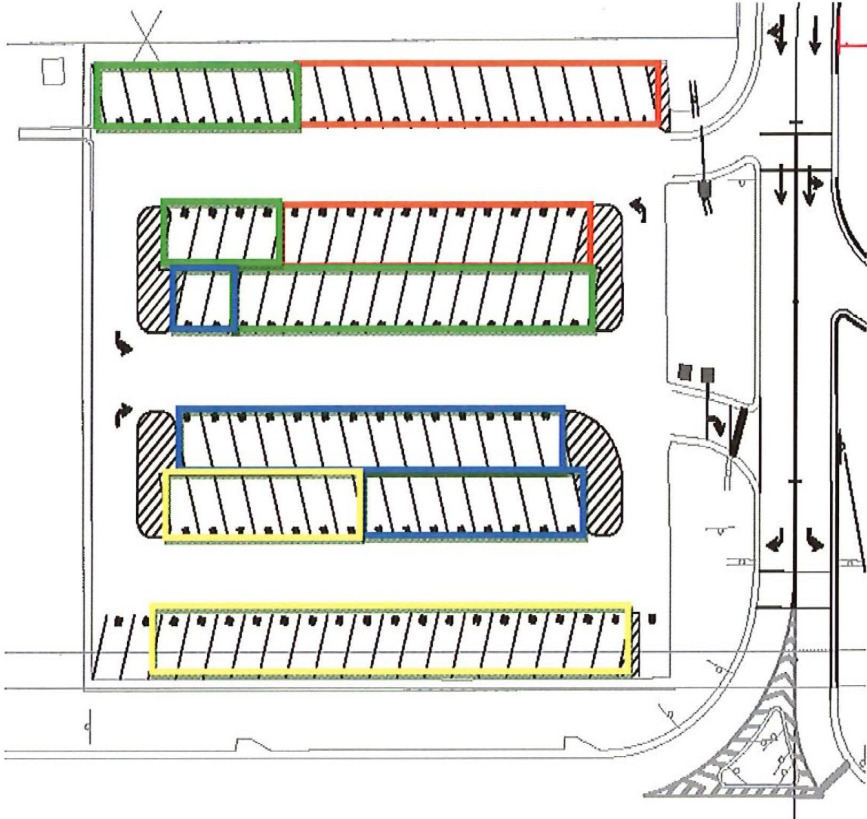
Total SQFT :
 Office 1 : 270 sqft
 Office 2 : 253 sqft
 Office 3 : 255 sqft
 Office 4 : 273sqft

LPA
 700 Capital Square • Columbia, SC 29201
 Phone: 803.541.2111 • Fax: 803.772.9432
 www.lpa.com

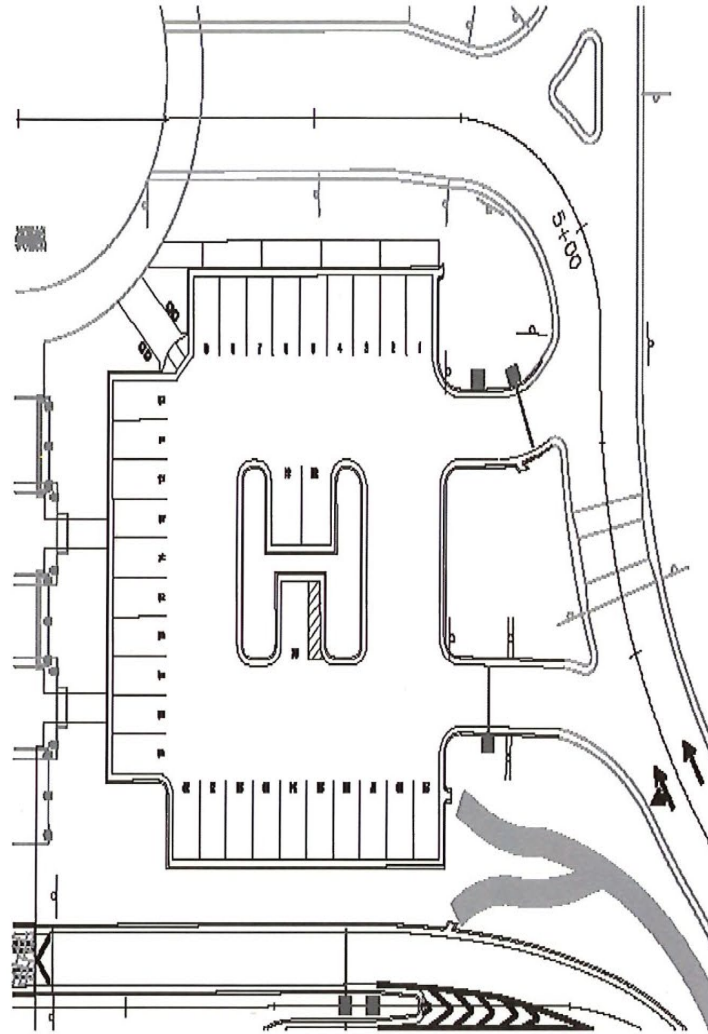
SCALE: 1/8"=1'-0"
RENTAL CAR SQFT.
New Commercial Terminal Program/
Southwest Georgia Regional Airport
 PROJECT NO. 00210066

DATE: 02-20-13
SKA
 23
 PROJECT NUMBER

Exhibit B



Rental Car Ready Lot
Red Lot 1
Green Lot 2
Blue Lot 3
Yellow Lot 4



Rental Car Return Lot

Exhibit C

