

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT
ANCHORAGE ALASKA**

**INVITATION TO BID
ON-AIRPORT RENTAL CAR CONCESSION
AGREEMENT ADA-32683**

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**

TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT

**ON-AIRPORT RENTAL CAR CONCESSION
AGREEMENT ADA-32683**

INVITATION TO BID

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Please ensure this proposal package includes all listed documents. Bid documents may be obtained online from the State of Alaska Online Public Notice (OPN) website or by email or by mail from the Ted Stevens Anchorage International Airport Leasing Office. The Ted Stevens Anchorage International Airport assumes no responsibility for any missing document.

TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT
ON-AIRPORT RENTAL CAR CONCESSION

INVITATION TO BID ADA-32683

TERMS OF INVITATION

The State Of Alaska, Department of Transportation & Public Facilities, Ted Stevens Anchorage International Airport (State) is soliciting sealed Bids for the right to operate a maximum of eight (8) on-airport rental car concessions to be awarded for operation of a car rental business from State-designated on-airport facilities at the Ted Stevens Anchorage International Airport (Airport). The limited nature of these rights is outlined in the Sample Concession Agreement (Agreement) included with this Invitation to Bid (ITB) package. Bid documents may be obtained online from the State of Alaska Online Public Notice (OPN) website or by email or mail from the Ted Stevens Anchorage International Airport Leasing Office. Contact information for the Airport Leasing Office is as follows:

Mailing Address: P.O. Box 196960, Anchorage, AK 99519-6960

Physical Address: Room C3980, 3rd Floor, South Terminal

5000 W. International Airport Road, Anchorage, AK 99502

Telephone: 907-266-2420 or 907-266-5618

Email: sarah.quedea@alaska.gov

Bidders must submit complete bids on State-provided forms and deliver them to the Airport Leasing Office by **2:00 p.m. AKDT, Monday, April 6, 2026**. The bid opening will occur at 2:15 p.m. AKDT, Monday April 6, 2026. All Bidders who submitted a bid by the bid deadline will receive email notification of all bids received to include the Bidder's name and the Minimum Annual Guarantee (MAG). The State will return any bids received after the designated time. A Bidder may submit a single consolidated brand Bid or individual Bids for a single brand; however, no more than three (3) brands operated by the same parent or corporate entity may be awarded a Concession Agreement. The State reserves the right to request disclosure of ownership structures to ensure compliance.

The schedule for bid submission and term of this ITB may be modified by addendum. All potentially interested persons are encouraged to review the OPN website regularly to ensure they receive a copy of any addenda that the State may issue regarding this solicitation.

Bidders must be able to perform all obligations of the terms set forth in this ITB. The State may require a Bidder to furnish additional information, including financial information, to determine if the Bidder is responsible and qualified.

The State encourages all interested parties, including Airport Concession Disadvantaged Business Enterprises (ACDBEs) and Small Business Element

Concessions (SBECs), to submit Bids for this ITB ADA-32683. The State shall not exclude any Bidder on the grounds of race, creed, color, religion, sex, marital status, age, national origin, or disability.

I. OVERVIEW OF CONCESSION AGREEMENT INVITATION

Each successful Bidder shall enter into a contract granting rights to operate one (1) of a maximum of eight (8) On-Airport Rental Car Concessions authorized to operate on the Airport, as described in the Sample Concession Agreement (Agreement) made a part of this ITB. Throughout the term of the Agreement, concessionaires must maintain a fleet of late model cars not more than three (3) years old and a national reservation system.

Provisions of the terms are listed below. Please read the complete ITB, including all forms and exhibits, for details. In case of a conflict between this invitation and the Sample Concession Agreement, the Agreement controls.

A. CONCESSION AGREEMENT TERM: Four (4) years and six (6) months, beginning May 1, 2026, and ending October 31, 2030, plus four (4) one-year option periods. The options may be exercised at the sole discretion of the State, so Bidders should not assume options would be exercised. If exercised by the State, option periods would be offered annually for the period beginning November 1 through October 31 for each of four years including 2030 through 2034. The State reserves the right to exercise option years at anytime during the Agreement.

<u>Agreement Year</u>	<u>Time Period</u>
1	05/01/2026 – 10/31/2026
2	11/01/2026 – 10/31/2027
3	11/01/2027 – 10/31/2028
4	11/01/2028 – 10/31/2029
5	11/01/2029 – 10/31/2030

<u>Option Year</u>	<u>Time Period</u>
6	11/01/2030 – 10/31/2031
7	11/01/2031 – 10/31/2032
8	11/01/2032 – 10/31/2033
9	11/01/2033 – 10/31/2034

B. RIGHTS GRANTED: The Concessionaire shall have rights to operate one (1) of a maximum of eight (8) On-Airport Rental Car Concessions authorized to operate a Rental Car business from State-designated on-airport facilities at the Airport. The nature of these rights is outlined in Article IV (Rights Granted, Obligations, Reservation, and Prohibitions) of the Sample Concession Agreement.

C. PREMISES: There are no premises associated with this agreement. Space allocation in the Consolidated Rental Car Facility is stipulated in Article V (Premises) in the Sample Concession Agreement and in the Sublease agreement between the Concessionaire and the Land Lessee.

D. REVENUES TO THE STATE: The State has established the fees for the rights and privileges granted under the Sample Concession Agreement. Bidders shall not bid an alternative fee schedule. *The minimum acceptable minimum annual guarantee (MAG) is \$600,000.* For the rights and privileges granted under the Agreement, the successful Bidder shall pay the State the GREATER of the following each month for each Agreement Year:

1. One-twelfth (1/12) of Bidder's MAG Bid of not less than \$600,000,

OR

2. Ten percent (10%) of the successful Bidder's gross revenues for the preceding month.

E. BIDDER QUALIFICATIONS: The State requires that a successful Bidder's Bid demonstrate Bidder's organization as an established business with proven ability to operate profitably and has the knowledge and experience necessary to operate by the standards expected by the State as defined in Article IX in the Sample Concession Agreement. Additionally, each Bidder must demonstrate the following specific minimum qualifications to be successful:

1. At least three (3) consecutive years of direct, hands-on experience within the past five (5) years operating a Rental Car business with a minimum of \$1,500,000 in gross revenues for each of those years.
2. Participation in a National Car Reservation System for those years. If the Bidder is a joint-venture or other partnership, the majority partner must meet the qualifications requirement.
3. Good financial standing if Bidder has any current or previous agreements with the State. Bidder must not have any outstanding invoices owed to the State at the time of Bid opening.

F. FLEET REQUIREMENTS: The Concessionaire shall use best efforts to provide a reasonable fleet mix, representing various classes and/or styles of Rental Cars, none of which shall be more than three (3) model years old. Rental Cars must fit in the Consolidated Rental Car Facility and may not exceed nineteen (19) feet in length, nine (9) feet in width, or seven (7) feet, seven (7) inches in height. Rental Cars must be in good, safe operable condition; free from known mechanical defects; and the inside and outside of the vehicle must be clean, neat, and attractive.

G. BID DEPOSIT: A Bidder must submit a twenty-five thousand dollar (\$25,000) deposit with its bid in the form of a money order, certified check, cashier's check, bid bond, or other irrevocable instrument drawn on a financial institution located in the United States of America and payable to the State of Alaska.

H. PERFORMANCE BOND: Each successful Bidder must provide a bond equal to fifty-thousand dollars (\$50,000). The State shall accept a bond in the form of a cash deposit, a Bidder's performance bond, an annual renewable bond, or an irrevocable letter of credit, all subject to State approval.

I. REQUIRED TITLE VI SOLICITATION NOTICE: As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. §47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law

J. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION: An ACDBE contract goal has not been set for this contract; however, the requirements of 49 CFR part 23 apply to this contract. It is the policy of the Alaska Department of Transportation and Public Facilities (Alaska DOT&PF) to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

K. SMALL BUSINESS ENTERPRISE CONCESSION PARTICIPATION: There is an SBEC goal of zero point seven percent (0.7%) of total goods/services purchased made by Lessee, including fleet purchases. Lessee agrees to make good faith efforts, as determined by Alaska DOT&PF, to meet the SBEC goods/services participation goal annually.

L. REPORTING REQUIREMENTS: The Lessee is required to report total purchases of goods/services, including fleet purchases, applicable to the airport location and total purchases of goods/services from SBECs and any ACDBEs who are certified by the State of Alaska Unified Certification Program. The Lessee shall report total quarterly and Federal Fiscal Year to date purchase information within thirty (30) days of the close of each quarter. The successful Bidder must use the State-approved ACDBE-SBEC Reporting form and must be submitted to the ANC Leasing Department by email at dot.aia.leasing@alaska.gov.

M. CONCESSION AGREEMENT AWARD: If there are awards, the State shall award a maximum of eight (8) Concession Agreements, one to each of the responsible Bidders that submit the highest dollar responsive bids. If there are fewer than eight (8) On-Airport Rental Car Concessionaires at any time during the term of the proposed Agreement, or the term extensions, if exercised by the State, the State may, but is not obligated to, rebid any On-Airport Rental Car Concession vacancy. If the State rebids a vacancy, the State shall include conditions substantially equivalent to those contained in this invitation.

II. PRE-BID CONFERENCE; DEADLINE FOR OBJECTIONS

The State shall conduct an optional pre-bid conference at 9 a.m., ADT, Monday, March 16, 2026, in the Flattop Conference Room, Room Number NB214, Second Floor, North Terminal, Ted Stevens Anchorage International Airport. Attendees should park in the North Terminal pay parking lot, go to the second floor, and the Flattop Conference Room is the second door on the left. The State encourages all potential Bidders to attend the pre-bid conference.

Airport personnel shall conduct the conference, provide a general overview of the Concession Agreement ITB, listen to suggestions, comments, and questions. The State requests that Bidders submit written comments to Sarah Guedea at sarah.guedea@alaska.gov that relate to this invitation to the Airport Leasing Office by COB Wednesday, March 11, 2026, so that staff may review them before the pre-bid conference.

The State will consider any suggestion, comment, or request for additional information concerning the bid documents presented at the pre-bid conference only if it is submitted to the Leasing Representative, Sarah Guedea, in writing via email or submitted in writing, by no later than 4 p.m., AKDT, Friday, March 20, 2026. The State may, but is not obligated to, consider comments received after 4 p.m., AKDT, Friday, March 20, 2026, and shall do so only to the extent the State, in its sole discretion, deems such consideration practical and in the best interest of the State. State will not respond individually by email; all answers and responses to such suggestions, comments, or requests, will be issued via an addendum which will be published to the SOA OPN. Should there be an addendum issued following the pre-bid conference, the State will strive to publish to OPN five (5) business days following the pre-bid conference. Bidders are cautioned that the State may not deem the time sufficient to issue addenda addressing comments received after 4 p.m., AKDT, Friday, March 20, 2026. Any matter

for which a potential Bidder has not filed a written objection before an applicable objection deadline shall be deemed waived by that person and not a proper basis for a protest or appeal.

III. COMPETITIVE INTEGRITY

The State seeks to maintain a fair and even competitive environment for all potential proposers to protect the integrity of the proposal process. Sarah Guedea, Leasing Representative, is the only authorized State of Alaska Executive Branch liaison with whom a potential Bidder, or anyone on its behalf, may have contact concerning this solicitation from the release date of this ITB until the State awards the Concession Agreement. Bidders must submit all comments, suggestions, and requests for information to Ms. Guedea, subject to the previously mentioned deadlines for written comments. Ms. Guedea's mailing address is Airport Leasing, P.O. Box 196960, Anchorage, AK 99519- 6960. The physical address is South Terminal, Third Floor, Room C3980, 5000 W. International Airport Road, Anchorage, AK 99502. Ms. Guedea's telephone number is (907) 266-5618 and her email is sarah.guedea@alaska.gov. Any communication concerning the content of this solicitation by a potential or actual Bidder, or anyone on its behalf, with any State of Alaska Executive Branch official or employee other than the authorized State of Alaska Executive Branch liaison, Sarah Guedea, will result in the rejection of that Bidder's Bid unless, in the reasonable judgment of the liaison, the communication could not reasonably be believed to have given the Bidder a competitive advantage or have impaired the fair and even competitive environment of this solicitation. The pre-proposal conference and tour is the only other contact contemplated by this solicitation between State of Alaska Executive Branch officials and potential Bidders, unless the State, in its sole discretion, schedules interviews with Bidders.

III. GROUNDS FOR REJECTION

A. NON-RESPONSIVE BIDS

The State shall consider a bid to be not responsive if the Bidder submits more than one bid under the same or different names or if the bid:

- is submitted late or to the wrong place;
- does not include the required bid deposit;
- is not validly signed;
- is illegible;
- is not submitted in a sealed package;
- fails to acknowledge all material addenda that the State has issued;
- offers an alternative compensation formula that the ITB does not allow;
- does not conform in all material respects to the ITB; or
- is conditional.

After the opening of sealed bids but before award, the State may permit a Bidder to correct minor informalities discovered in a Bid.

B. NONRESPONSIBLE BIDDERS

An award shall not be made to a Bidder if the State determines in writing that the Bidder is not responsible under 17 AAC 42.390 or because the Bidder:

- is in violation of a provision of AS 02 or 17 AAC 42 or 45;
- is in violation of a material term of a contract with the State;
- is in arrears on a rental payment or other material financial obligation to the State;
- is in default of a material obligation under any lease, permit, or concession that the department has issued for any property or activity at any airport that the department owns, operates, or otherwise controls;
- fails timely to establish financial responsibility acceptable to the AIAS Controller;
- fails timely to meet the Bidder qualification requirements;
- fails timely to provide sufficient information to determine the responsibility of the Bidder;

IV. GENERAL INFORMATION

This invitation does not guarantee or imply that the successful Bidders shall make a profit.

Each Bidder must have the ability to satisfy its Bid and to perform all obligations of the terms of this ITB. The State may perform any investigation it deems necessary to determine a Bidder's ability to perform these obligations. The State may require a Bidder to furnish additional information, including financial information, to determine whether the Bidder is responsible and able to perform the obligations of both its Bid and the Concession Agreement.

Any oral explanation or instruction given by its State officials does not bind the State. This ITB consisting of the Terms of Invitation, Instructions to Bidders, the Bid Submittal Form, Bidder's Affidavit, the Bidder's Questionnaire, the Sample Concession Agreement, and Supplemental Information shall remain as written except as clarified by written notice or changed or supplemented by an addendum, identified as such and issued by the State, and sent to all parties to whom the State previously provided a bid package and who also attended the pre-bid conference. The Sample Concession Agreement, including any changes made by addenda and with the appropriate blanks filled in at the time of award, is the form of Concession Agreement that a successful Bidder and the State shall sign and, together with the Bidder's complete bid, becomes the Concession Agreement that shall bind a successful Bidder. The Sample Concession Agreement is not subject to negotiation by a successful Bidder. The State, in its sole discretion, reserves the right to make minor administrative changes to the Sample Concession Agreement.

The State shall send a Notice of Intent to Award to all Bidders at least seven (7) days before the State issues an award. An aggrieved Bidder must file a written protest with the Airport Manager under 17 AAC 42.910 within seven (7) calendar days after the date that the Notice of Intent to Award was mailed. A protest is not effective and is waived unless it is submitted timely in writing, is signed by the protester or the protester's representative, and includes:

- a reference to this ITB for On-Airport Rental Car Agreements;
- a copy of the decision being protested, if written, or, if either the decision was not written or a copy of the decision is not available to the protester, a summary description of the decision;
- a detailed statement of the factual and legal basis of the protest, including a statement of the facts alleged to be in dispute and a copy of any relevant documents, and a statement of the remedy requested;
- the address of the protester or the protester's representative to whom any notice or decision concerning the protest is to be mailed or delivered; and
- a reference, by case, agreement, or application number, if applicable, to any other affected agreement, contract, lease, permit, concession, or application.

The protester must mail or deliver a copy of the protest documents filed with the Airport Manager to any other Bidder(s) at the same time the protester mails or delivers the protest to the Airport Manager. The proper and timely filing of a protest under this section shall stay the decision being protested until the protest is decided unless and until the Airport Manager determines in writing that it is contrary to the best interest of the State to stay the decision beyond the date of that determination or another stated date. The protester may appeal an adverse decision on the protest only in accordance with 17 AAC 42.920. A decision not timely protested in accordance with 17 AAC 42.910 is not subject to appeal under 17 AAC 42.920.

Each successful Bidder must sign and deliver its Concession Agreement to the Airport Leasing Office at the address previously listed within ten (10) calendar days after receipt of the Notice of Intent to Award. The State may annul an award and retain the bid deposit as liquidated damages for the lost benefit to and related additional costs incurred by the State if a successful Bidder does not return the signed Concession Agreement within the required time. The State may then, in its discretion, award the Concession Agreement to the next best Bidder. The State may annul the award and retain the bid deposit of any Bidder subsequently awarded the Concession Agreement if that Bidder does not sign and return the Concession Agreement within the required time.

The State may reject any or all Bids and waive any minor defect, unless otherwise specified in these documents, if the State determines that the rejection or waiver is in the State's best interest. The State may advertise for new Bids or award the Concession Agreement privilege in any manner it believes is in its best interest if the State rejects any or all bids. The State is not obligated to enter into an agreement with

any Bidders. The State is not responsible for any cost associated with the preparation or submission of Bids.

Sarah Guedea

Date

Sarah Guedea
AIAS Contractor, Leasing Department

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TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT
ON-AIRPORT RENTAL CAR CONCESSION

INVITATION TO BID ADA-32683

INSTRUCTIONS TO BIDDERS

I. BID SUBMITTAL

A Bidder must submit its Bid in a sealed package that is clearly marked on the outside with (a) the Bidder's name and (b) the following label:

On-Airport Rental Car Agreement
Ted Stevens Anchorage International Airport

If the Bid is mailed, the Bidder must enclose the sealed Bid package in a second package for mailing. The State shall not consider late Bids.

No charge for delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, insurance costs, or for any other purpose shall be paid by the State.

All Bids submitted must be valid for a minimum of one hundred twenty (120) days after the date of the bid deadline. During this time, Bids and Bidders shall be investigated, evaluated, recommended and submitted to the State for final approval for the award of the Agreement.

II. REQUIREMENTS FOR A COMPLETE BID

The following items constitute a complete bid:

- A. One (1) completed, signed, and notarized Bid Submittal Form (blue bordered pages BSF-1 through BSF-3).
- B. One (1) completed, signed, and notarized Bidder's Affidavit (blue bordered pages BA-1 through BA-4).
- C. One (1) completed, signed, and notarized Bidder's Questionnaire (blue bordered pages BQ-1 through BQ-4).
- D. The twenty-five-thousand-dollar (\$25,000) bid deposit in the required form.

III. BID AMENDMENT OR WITHDRAWAL

The following is the process required to withdraw or substitute a Bid after submittal to the State:

- A. The Bidder's name must clearly appear on the outside of its sealed Bid. The State shall not open any Bid for Bidder identification or any other reason before 2 p.m., AKDT, Monday, April 06, 2026.
- B. The Bidder must submit a written request to withdraw its Bid. The Bidder or its authorized representative must sign and notarize the written request to withdraw its Bid, and it must be delivered to the State at the address for submitting Bids before 2 p.m., AKDT, Monday, April 06, 2026.
- C. The Bidder may submit a new Bid after withdrawal of a Bid if the new Bid is delivered to the State at the address for submitting Bids before 2 p.m., AKDT, Monday, April 06, 2026.

The State shall not accept electronic or telephonic bid withdrawals or amendments.

IV. GENERAL INFORMATION

- A. Disposition of Bid Deposits: The State may either cash or hold a Bidder's bid deposits until the State signs the Concession Agreement with the respective, successful Bidder. The State may annul the award and retain the Bidder's deposit if the Bidder is successful but does not return its signed Concession Agreement by the time required. After both the successful Bidder and the State sign the Concession Agreement, the State shall apply the successful Bidder's deposit to the fees due beginning with the first month of the Concession Agreement. The State shall return bid deposits of unsuccessful Bidders as soon as practical after the State signs all Concession Agreements awarded under this invitation.

- B. Bid and Award Schedule

March 06, 2026	Public notice, bid documents available online.
March 11, 2026	Written comments due from interested parties.
March 16, 2026	Optional pre-bid conference.
March 20, 2026	Final day to submit questions, comments, or requests for information to State in writing via email.
March 27, 2026	State responses to questions and comments published to OPN. ITB protests due.

April 06, 2026	Last day to submit Bids and Bid opening.
April 15, 2026	Notice of Intent to Award distributed. Meeting with successful bidders.
April 22, 2026	If there is an award, the State awards the contract and space is allocated in the Consolidated Rental Car Facility by 5:00 p.m. AKDT. Protests on Award due.
April 27, 2026	Signed Concession Agreements due back to State.
May 01, 2026	Concession Agreement start date.

TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT

**ON-AIRPORT RENTAL CAR
CONCESSION AGREEMENT**

INVITATION TO BID ADA-32683

BID SUBMITTAL FORM

DATE

The undersigned (person, partnership, joint venture, limited liability company, or corporation) offers to enter into a Concession Agreement for certain non-exclusive rights to operate one (1) of a maximum of eight (8) on-airport rental car concessions authorized to operate from facilities at the **Ted Stevens Anchorage International Airport** (Airport), as deemed appropriate by Airport management. The limited nature of these rights is outlined in the Sample Concession Agreement (Agreement) included with this Invitation to Bid (ITB) package.

In connection with this offer, the Bidder offers to pay the State, on a monthly basis, the greater of one twelfth (1/12) of the Minimum Annual Guarantee or ten percent (10%) of Gross Revenues as set forth in the Sample Concession Agreement:

A Minimum Annual Guarantee of _____
_____ dollars (\$_____) for each year of the agreement. Words govern if there is a discrepancy between the words and figures in this bid.

****NOTE: THE BIDDER MUST OFFER A MINIMUM ANNUAL GUARANTEE OF AT LEAST \$600,000 OR MORE. THE STATE WILL REJECT ANY ALTERNATIVE COMPENSATION FORMULA.**

The following attached documents are part of this offer:

1. One (1) completed, signed, and notarized Bidder's Affidavit (blue bordered pages BA-1 through BA-4).
2. One (1) completed, signed, and notarized Bidder's Questionnaire (blue bordered pages BQ-1 through BQ-4).

3. A \$25,000 bid deposit in the form of a money order, certified check, bid bond or cashier's check drawn on a financial institution doing business in the United States of America, payable to the State of Alaska. A bid bond is an acceptable form of bid deposit.

A successful Bidder must sign and deliver the Concession Agreement to the Airport Leasing Office at the address previously listed within ten (10) calendar days after receipt of the Notice of Intent to Award. The State may annul an award and retain the bid deposit as liquidated damages for the lost benefit to and related additional costs incurred by the State if a successful Bidder does not return the signed Concession Agreement within the required time.

The Bidder acknowledges receipt of the following addenda related to this invitation:

Addendum No. _____	Dated _____

If the Bidder is a partnership or joint venture, all general partners or venturers of the joint venture must sign. If the Bidder is a corporation, provide the signature of one or more authorized representatives as required to obligate the corporation together with proof of authorization. If the Bidder is a limited liability company, provide the signature of the manager or, if there is no manager, provide the signature of a member of the company authorized to bind the company.

(Corporate Seal if
a Corporation)

Name of Bidder as it should appear in
the Concession Agreement

Signature

Signature

Title

Title

Signature

Signature

Title

Title

NOTARIZE PAGE BSF-3 (Copy and attach additional acknowledgment sheets as needed)

ACKNOWLEDGMENT

STATE OF _____)
)ss.
)
(Judicial District or County)

THIS IS TO CERTIFY that on this _____ day of _____, 2026,
personally appeared _____, known to me to be
the person named in and who executed the foregoing instrument, and who
acknowledged before me that the foregoing instrument was freely and voluntarily
executed with full authority for the uses and purposes set forth.

Notary Public in and for: _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)ss.
)
(Judicial District or County)

THIS IS TO CERTIFY that on this _____ day of _____, 2026,
personally appeared _____, known to me to be
the person named in and who executed the foregoing instrument, and who
acknowledged before me that the foregoing instrument was freely and voluntarily
executed with full authority for the uses and purposes set forth.

Notary Public in and for: _____
My Commission Expires: _____

TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT

**ON-AIRPORT RENTAL CAR
CONCESSION AGREEMENT**

INVITATION TO BID ADA-32683

BIDDER'S AFFIDAVIT

_____ being first duly sworn, state(s) the following:
(Bidder or authorized representative or officer of Bidder)

1. The Affiant (as Bidder or as authorized representative or officer of the Bidder) has carefully examined the entire ITB as defined in the Terms of Invitation for Agreement ADA-32683 and all bid documents submitted by _____ relating to Concession Agreement ADA-32683 for certain non-exclusive rights to operate one (1) of a maximum of eight (8) Rental Car business concessions authorized to operate from State-designated on-airport facilities at the Ted Stevens Anchorage International Airport (Airport), as defined in the ITB, and makes all representations in this Bidder's affidavit on behalf of the Bidder.
2. The Bidder acknowledges that all documents and statements submitted with its Bid become the property of the State of Alaska (State) when received by the State and then become public information at the public bid opening.
3. The Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation.
4. The Bid is genuine, not collusive, nor a sham.
5. The Bidder has not, directly or indirectly, induced or solicited any other Bidder to submit a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to submit a sham bid or to refrain from submitting a bid.
6. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the fees or obligations of this or of any other bid; nor to fix any overhead, profit, or cost element of the bid price or that of any other bid; nor to secure any undue advantage against the Department of Transportation & Public Facilities, State of Alaska, Ted Stevens Anchorage International Airport, or anyone interested in Concession Agreement ADA-32683.
7. The Bidder shall not, during the period in which the Concession Agreement is in effect, hire or engage any State employee for whom the proper discharge of official duties may conflict with their employment, including as set forth in AS 39.52.

8. All statements contained in the Bid and supporting documents are true.
9. The Bidder has not, directly or indirectly, divulged its bid price nor any breakdown of the Bid or its contents, nor any relevant information or data, to any individual or any member or agent of any corporation or company, association, or organization competing for this Concession Agreement.
10. The Bidder has not paid and shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any public official that may participate personally and substantially in the selection of the successful Bidder for the Concession Agreement.
11. The Bidder is not in violation of a provision of AS 02, 17 AAC 42, or 17 AAC 45; in violation of a material term of a contract with the department; in arrears on a rental payment or other material financial obligation to the department; or in default of a material obligation under any lease, permit, or concession that the department has issued for any property or activity at any airport the department owns, operates, or otherwise controls, unless either arrangements to pay the arrearage have been accepted in writing by the state or it is the subject of a protest filed in good faith and the state has accepted in writing arrangements securing prompt payment of any amount finally determined to be due; and has not failed to perform any previous agreement with the State of Alaska faithfully and diligently.
12. The Bidder is able to successfully undertake and complete the responsibilities and obligations of this ITB and its Bid as submitted.
13. The Bidder certifies, under penalty of perjury, that the Bidder independently arrived at and prepared the bid without collusion.

If the Bidder is a partnership or joint venture, all general partners or venturers of the joint venture must sign. If the Bidder is a corporation, provide the signature of one or more authorized representatives as required to obligate the corporation together with proof of authorization. If the Bidder is a limited liability company, provide the signature of the manager of the company or, if there is no manager, provide the signature of a member of the company authorized to bind the company.

(Corporate Seal if
a Corporation)

Name of Bidder

Signature

Signature

Title

Title

Signature

Signature

Title

Title

NOTARIZE PAGE BA-4 (Copy and attach additional sheets as needed)

TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT

**ON-AIRPORT RENTAL CAR
CONCESSION AGREEMENT**

INVITATION TO BID ADA-32683

BIDDER'S QUESTIONNAIRE

To participate in this Bid offering, a Bidder or a Bidder's manager must demonstrate at least three (3) consecutive years of direct, hands-on experience within the past five (5) years operating a Rental Car business with a minimum of \$1,500,000 in gross revenues for each of those years. If the Bidder is a joint venture or other partnership the majority partner must meet the qualifications requirement. The State may declare a Bidder not responsible if the Bidder fails to demonstrate the required experience.

The State may perform any investigation it deems necessary to determine the Bidder's ability to perform the obligations of the Concession Agreement. Within five (5) days after receiving the AIAS Director's written request, a Bidder shall provide any additional information that the Manager requests for evaluation of the Bidder's responsibility. For the State to consider the bid, the Bidder must furnish all additional information the State requests for this purpose. The State reserves the right to reject any bid if the evidence submitted by the Bidder or the investigation of any bidder fails to satisfy the State that the Bidder is qualified and able to perform the obligations of the Concession Agreement.

The successful Bidder must submit the information requested in this questionnaire with its bid. Attach additional pages, as necessary, and label responses with the same item number of the information requested. Statements must be complete, accurate, and presented in the form requested. The State may reject a bid for omissions, inaccuracies, or misstatements in this questionnaire, or any attachment or additional information furnished.

1. Name of Bidder as it should appear in the Concession Agreement. Must be exactly as shown on Bidder's Alaska Business License, followed by the DBA (if applicable):

2. Bidder's mailing address as it should appear in the Concession Agreement:

3. Bidder's physical address:

4. Bidder's telephone number: _____

5. Bidder's agreement contact person:

Name & Title: _____

Mailing address: _____

Telephone number: _____

Email address: _____

5. Bidder's billing contact person:

Name & Title: _____

Mailing address: _____

Telephone number: _____

Email address: _____

6. Bidder's local contact person: *(if different from no. 5 above)*

Name & Title: _____

Mailing address: _____

Telephone number: _____

Email address: _____

7. If awarded the Concession Agreement, the Bidder intends to operate as the following:

Individual

General Partnership

Limited Partnership

Joint Venture

Corporation

Limited Liability Company

8. Attach a copy of the Bidder's current and valid State of Alaska Business License.

9. Attach a description of the qualifying experience of the Bidder or the Bidder's manager.

10. Attach a letter of reference from at least one bank or other financial institution where the Bidder regularly does business. Each letter must include the length of the business relationship and the name and telephone number of an officer of the institution whom the Bidder has authorized to verify this information over the telephone to State personnel.

11. Give the name, location, and date of any concession agreement between the Bidder or its officers or directors and any other state or other public agency that was terminated, assigned, or transferred within the past five (5) years, either voluntarily or involuntarily, before expiration of the agreement. Please explain the circumstances.

If none, mark this box. []

12. If the Bidder ever had a bond or surety canceled or forfeited, explain the circumstances surrounding the cancellation or forfeiture as well as the name of the bonding company, date, and amount.

If none, mark this box [].

13. If the Bidder ever declared bankruptcy, explain the circumstances surrounding the bankruptcy as well as the date, court jurisdiction, amount of liabilities, amount of assets, and status of any current bankruptcy action.

If none, mark this box [].

The undersigned has read this questionnaire and says on oath or affirmation that the undersigned is authorized to sign this questionnaire and confirms the truth and accuracy of all statements, answers, and representations made in this questionnaire, including all attached supplementary statements.

If the Bidder is a partnership or joint venture, all general partners or venturers of the joint venture must sign; If the Bidder is a corporation, the signature of one authorized representative is sufficient unless the corporation requires two or more signatures.

(Corporate Seal if
a Corporation)

Name of Bidder

Signature

Signature

Title

Title

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT

ON-AIPIRT RENTAL CAR CONCESSION
SAMPLE AGREEMENT ADA-32683

May 1, 2026

**TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT
ON-AIRPORT RENTAL CAR CONCESSION AGREEMENT ADA-32683**

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STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT
SAMPLE ON-AIRPORT RENTAL CAR CONCESSION AGREEMENT
ADA-32683

THIS AGREEMENT is made this ___ day of _____, 2026, between the State of Alaska, Department of Transportation and Public Facilities, Ted Stevens Anchorage International Airport (State), whose address is P.O. Box 196960, Anchorage AK 99519-6960, and _____, (Concessionaire) whose address is _____. In consideration of the rights and obligations under this agreement, the parties agree to all conditions as follows:

INTRODUCTION

WHEREAS, the State owns and operates the Ted Stevens Anchorage International Airport (Airport), located in Anchorage, Alaska, including the North and South Terminal buildings (collectively, the Terminals);

WHEREAS, the State has determined that it is in the interest of the public, and necessary to the promotion and accommodation of air commerce and air transportation, to ensure that on-airport rental car services are available at the Airport;

WHEREAS, the availability of rental car services benefits air travelers and other Airport users, and generates revenue that supports the operation and maintenance of the Airport in accordance with federal grant assurances and state law;

WHEREAS, the State has made available an adjacent Consolidated Rental Car Facility for use by qualified Rental Car operators;

WHEREAS, the State has elected to award On-Airport Rental Car Concessionaires through a competitive Invitation to Bid (ITB) process in order to ensure fairness, transparency, and value to the traveling public and the State;

WHEREAS, pursuant to that ITB, the Concessionaire is selected as one of a maximum of eight (8) On-Airport Rental Car Concessionaires authorized to operate at the Airport;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the State and Concessionaire hereby enter into this agreement.

ARTICLE I
DEFINITIONS

The following definitions apply for this Agreement:

- A. Agreement: Concession Agreement ADA-32____, together with and incorporating the exhibits, and all future amendments or supplements executed by the parties to this Agreement.
- B. Agreement Year: This Agreement includes the following Agreement and Option Years:

<u>Agreement Year</u>	<u>Time Period</u>
1	05/01/2026 – 10/31/2026
2	11/01/2026 – 10/31/2027
3	11/01/2027 – 10/31/2028
4	11/01/2028 – 10/31/2029
5	11/01/2029 – 10/31/2030

<u>Option Year</u>	<u>Time Period</u>
6	11/01/2030 – 10/31/2031
7	11/01/2031 – 10/31/2032
8	11/01/2032 – 10/31/2033
9	11/01/2033 – 10/31/2034

- C. Airport: The real property and facilities of the Ted Stevens Anchorage International Airport, Anchorage, Alaska, as they exist on the execution date of this Agreement and as they are shown on Exhibit A of this Agreement, together with any future changes.
- D. Airport Access Fee: Also referred to as “Concession Recovery Fee”, is any fee that the Concessionaire charges a Customer as a line item on a Rental Agreement for the purpose of recovering the Concession Fee that the Concessionaire pays the State. Any Airport Access Fee paid by Customers shall be reported as Gross Revenue.
- E. Airport Building Permit: The permit required under 17 AAC 42.280 prior to any construction on the Airport and to be issued by the State. Such permit is in addition to any necessary municipal building permit.
- F. Airport Concession Disadvantaged Business Enterprise (ACDBE): A business certified by the State of Alaska, Department of Transportation and Public Facilities as a small business that is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, as defined under 49 CFR Part 23.

- G. Allocated Space: The portion of the Consolidate Rental Car Facility designated in the Concessionaire's Sublease as its Exclusive Use Area, expressed in square feet, and allocated for the Concessionaire's exclusive operational use pursuant to the terms of the Sublease.
- H. Allocation Year: The twelve (12) calendar month period ended on each October 31 that occurs after the effective date of this Concession Agreement and during the term of this Agreement.
- I. Bid: The formal written offer submitted by a qualified Bidder in response to the On-Airport Rental Car Concession Agreement ITB, proposing a Minimum Annual Guarantee (MAG) for the right to operate an On-Airport Rental Car business at the Airport under the terms of the Sample Concession Agreement ADA-32683. A Bid may be submitted for a single Rental Car Brand or for multiple Rental Car Brands under common ownership or control, provided such consolidation is permitted under this Concession Agreement.
- J. Bidder: The person, firm, corporation, partnership, joint venture, or other legal entity that submits a response to the On-Airport Rental Car Concession Agreement ITB, and which will be legally and financially responsible for the fulfillment of the terms of the Concession Agreement, if awarded.
- K. Car Wash/Fueling Stations: With respect to all On-Airport Rental Car Concessionaires, all car wash and fueling stations located in or adjacent to the Consolidated Rental Car Facility assigned or to be assigned to one or more On-Airport Rental Car Concessionaire, and with respect to Concessionaire, each such area at any time assigned to the Concessionaire.
- L. Certified Activity Report: A report that lists the Gross Revenues generated by the Concession during the calendar month for which payment is made, as well as other data required by this Agreement. The format of the Certified Activity Report is specified in Exhibit C.
- M. Compact Block: With respect to Ready/Return Space, a single block of area assigned to an On-Airport Rental Car Concessionaire leaving no intervening space between that area and the area assigned to another On-Airport Rental Car Concessionaire. With respect to other parking spaces, a series of adjacent parking spaces assigned to an On-Airport Rental Car Concessionaire leaving no intervening spaces between that series and spaces assigned to another On-Airport Rental Car Concessionaire.
- N. Commissioner: The Commissioner of the Department of Transportation and Public Facilities of the State of Alaska.

- O. Concession: A Rental Car business that operates in the Consolidated Rental Car Facility.
- P. Concession Recovery Fee: Also known as “Airport Access Fee”, is any fee that the Concessionaire charges a Customer as a line item on a Rental Agreement for the purpose of recovering the Concession Fee that the Concessionaire pays the State. Any Concession Recovery Fee paid by Customers shall be reported as Gross Revenue.
- Q. Concessionaire: A successful qualified bidder for one of a maximum of eight (8) On-Airport Rental Car Concessions and who enters into this Agreement, or any subsequent Concessionaire as provided under Article XXIV (Assignment or Subcontract).
- R. Consolidated Rental Car Facility: A parking garage type structure, associated car rental terminal, car wash and fueling stations, access roads, pathways, and other appurtenances built for the required use of all On-Airport Rental Car Concessionaires and as it is shown on Exhibit B of this Agreement, together with any future changes. The maximum allowable vehicle is limited to vehicles that are no larger than nineteen (19) feet in length, nine (9) feet in width, or seven (7) feet, seven (7) inches in height in the Consolidate Rental Car Facility due to the physical constraints of the facility.
- S. Customer: A purchaser or renter of goods or services of any kind from the Concessionaire.
- T. Customer Facility Charge (CFC): The per-Transaction-Day Customer facility charge, as published by the Alaska International Airport System and imposed by the Commissioner pursuant to AS 02.15.090(h) and AS 37.15.430(c) with respect to all Rental Car Transactions that generate Gross Revenues. The level of the CFC shall be determined and adjusted as necessary, based on methodology established under the Land/Building Lease.
- U. Effective Date: The contract is effective on the date it is signed by the State. However, as it is used in this Agreement, the term Effective Date refers to the first day of the first Agreement Year.
- V. Exclusive Use Area: An area within the Consolidated Rental Car Facility allocated to the Concessionaire for the exclusive use of the Concessionaire, pursuant to the terms of the Sublease. An area allocated to more than one specifically designated On-Airport Rental Car Concessionaire for shared use, but not made available to other On-Airport Rental Car Concessionaires for common use, is also considered an “Exclusive Use Area.”

- W. Facility Maintenance Charge (FMC): The per-Transaction-Day Customer facility maintenance charge, as published by the Alaska International Airport System and imposed by the Commissioner pursuant to AS 02.15.090(i) and AS 37.15.430(c) with respect to all Rental Car Transactions that generate Gross Revenues. The level of the FMC shall be determined and adjusted as necessary by the Order of the Commissioner imposing the obligation to collect the FMC.
- X. Gross Revenues: All proceeds of Concessionaire sales and rentals for either cash or credit, without any exclusions except those expressly permitted under this Agreement from any business conducted in whole or in part on the Airport, including any orders placed at, or completed by delivery to Customers at the Consolidated Rental Car Facility or elsewhere on the Airport, or through any delivery service under the rights granted under this Agreement. This includes all monies paid or payable to the Concessionaire from a Transaction initiated under this Agreement, regardless of either the assigned location of the Rental Car or where the Customer returns the Rental Car.
1. All revenue, income, and receipts of the Concessionaire, on an accrual basis arising, wholly or in part, from car rental operations on the Airport, including, but not limited to the following:
 - a. Time and mileage or rental charges
 - b. Fees for insurance coverage, including but not limited to:
 - Collision Damage Waiver (CDW) or Loss Damage Waiver (LDW)
 - Personal Accident Insurance (PAI)
 - Personal Effects Coverage (PEC) or Cargo
 - Life Insurance
 - Supplemental Liability Insurance (SLI)
 - Safe Trip Insurance
 - Extended Protection
 - Other insurance coverage offered now or in the future
 - c. Fees for rental of equipment, including but not limited to:
 - Child safety seats (e.g., infant, toddler, booster seats)
 - GPS navigation systems
 - Toll transponders or electronic toll passes
 - Cellular phones (including revenues from use of)
 - Ski racks, bike racks, or other recreational gear carriers
 - Tire chains or snow traction devices (where applicable)
 - Portable Wi-Fi hotspots or internet devices
 - Portable personal computers, tablets, or similar devices
 - Portable printers or facsimile machines
 - Emergency roadside kits or equipment
 - Any other equipment offered now or that may be offered in the future

- d. Fees for office services, including fax transmittals, photocopying, and providing maps, and other services offered now or that may be offered in the future.
- e. Additional fees charged to Customers, including but not limited to:
 - Additional driver fees and underage driver surcharges
 - Upgrade, add-on, and vehicle exchange fees
 - Refueling charges and fees for fuel or other petroleum products
 - One-way rental charges (inter-city, drop-off, or pick-up fees)
 - Airport or off-site shuttle/transportation fees
 - Early pickup and late return fees
 - No-show, cancellation, or reservation change fees
 - Parking or storage fees
 - Roadside assistance fees or service call charges
 - Tire and battery recovery fees
 - Concession Recovery Fees or Airport Access Fees
 - Vehicle license recovery fees
 - Frequent flyer program recovery fees
 - Environmental recovery or sustainability fees
 - Other fees charged now or that may be charged in the future
- f. The value of coupons and vouchers purchased by corporations and tour companies, either in advance or invoiced after use, if such value is not shown and reflected in the actual closed Rental Agreement.
- g. Charges for all services performed in, on, or through the business, including electronic commerce, conducted under this Agreement. This includes all other income and proceeds from or incidental to any business conducted in whole or in part in, on, or in connection with the rights granted under this Agreement.
- h. Goods, work, or services furnished by any person in lieu of payment in exchange for value received.
- i. The contracting for, delivering, picking up, or renting of Rental Cars from Airport property, regardless of ownership, area, fleet, or location assignment and without regard to the manner in which, or place at which, the Rental Cars are ordered or furnished or where the Rental Cars are returned, and without regard to duration, or of where, how, or by whom payment is made.
- j. The rental or sale of goods and services by subcontractors of the Concessionaire, regardless of what portion, if any, of such revenue is received or retained by the Concessionaire. All subcontractors must have the prior written approval of the State.

- k. Gross Revenues shall *not* be reduced by bank charges, uncollected or uncollectible credit accounts, charges made by collection agencies, bad debt losses, or any commission or other amount paid out or rebated by the Concessionaire to travel agents or others with respect to any rental or sale of goods or services.
 - l. The Concessionaire shall not deduct from Gross Revenues any franchise, capital stock, income, or similar tax based on income or profits. The State will not credit or reduce the amount of the Concessionaire's Gross Revenues that result from any illegal rebate, kickback, or hidden credit given or allowed to clients.
2. Each Transaction made on installment or credit shall be treated as a Transaction for the full price in the month during which such charge or Transaction occurs, regardless of when the Concessionaire receives payment, whether full or partial.
 3. In no event shall the Concessionaire's Gross Revenues from any Transaction be negative in any revenue category for purposes of this Agreement.
 4. Deductions from Gross Revenues are only permitted where expressly authorized. While the Agreement allows the difference between marked price and actual sale price for bona fide discount sales, deductions for employee or internal staff discounts are not permitted. Airport employee and Concessionaire team member discounts constitute operational or employment benefits and must be included in Gross Revenues. Customer satisfaction discounts may qualify only when supported by contemporaneous documentation (prepared at or near the time of the transaction) demonstrating a bona fide service recovery and compliance with the Agreement's audit and transparency requirements. The contemporaneous documentation must be provided with the monthly CAR to be considered for reduction in Gross Revenues.
 5. The term "Gross Revenues" excludes only the following. Each exclusion from Gross Revenues shall be segregated as a separate line in the Concessionaire's monthly Certified Activity Reports.
 - a. Any taxes now or hereinafter levied or imposed by any local, state, or federal law which are separately stated on the Rental Agreement and paid by the Customer and which are directly payable to the taxing or tax collecting authority by the Concessionaire
 - b. Any sums for pass-through charges collected by Concessionaire from its Customer with respect to service calls, damage repair or parts replacement to Rental Cars or for loss, conversion, or abandonment of such Rental Cars (without mark-up or additional fees)

- c. Any CFC or FMC
 - d. Any sums received from the disposal of furniture, fixtures, equipment, and Rental Cars
 - e. Any sums received from insurers not related to Customer Transactions
 - f. Any sums received from a Customer for reimbursement of impound fees, towing fees, and parking and traffic tickets and directly related administrative costs billed to Customer and actually paid by Concessionaire on behalf of such Customers (without mark-up or additional fees)
 - g. Any local or national discounts provided to Customers at the time of the rental, separately stated and identified on the Customer's Rental Agreement, and discount taken on Customer's receipt upon vehicle return; provided that any discount, dividend, rebate or other reduction in charges applied retroactively (i.e. after completion of the rental transaction at the time of vehicle return), including volume discounts and other corporate business incentive programs of Concessionaire are not an allowable exclusion
 - h. Receipts from the sale of uniforms or clothing to the Concessionaire's employees if sold at cost and the Concessionaire requires its employees to wear these items
- Y. ITB: All documents issued by the State in connection with the Invitation to Bid for On-Airport Rental Car Concessions Sample Agreement ADA-32683, including the public notice inviting Bids, Terms of Invitation, Instructions to Bidders, Bid Submittal Form, Bidder's Affidavit, Bidder's Questionnaire, Sample Concession Agreement and Supplemental Information as modified or supplemented by addenda, and all other documentation required in the ITB, together with all documents and information submitted by the Concessionaire with either a Bid or application to become an On-Airport Rental Car Concessionaire.
- Z. Land/Building Lease: A State Land/Building Lease Agreement ADA-31367, under which the State leases land at the Airport to a private entity, the Land/Building Lessee, that operates the Consolidated Rental Car Facility.
- AA. Land/Building Lessee: The lessee under the Land/Building Lease or such successor as may be approved by a Majority in Interest with the State's consent.
- BB. Land Rent: Monies required to be paid to the State by the Land/Building Lessee, as rent under the Land/Building Lease.

- CC. Majority in Interest: Shall mean On-Airport Rental Car Concessionaires having at least sixty percent (60%) of the total Market Share among the On-Airport Rental Car Concessionaires and at least two-thirds (2/3) in number of the On-Airport Rental Car Concessionaires (provided that any On-Airport Rental Car Concessionaire in material breach of its Sublease or any State-approved participation agreement among the On-Airport Rental Car Concessionaires that has failed to cure such default within twenty (20) days after receiving notice thereof from any other On-Airport Rental Car Concessionaire shall not be entitled to a vote and such On-Airport Rental Car Concessionaire shall not be counted in calculating total Market Share or number of On-Airport Rental Car Concessionaires for purposes of this definition). So long as any State-approved participation agreement among the On-Airport Rental Car Concessionaires is in effect, only those On-Airport Rental Car Concessionaires party to that State-approved participation agreement, and only their Market Shares, shall be considered for Majority in Interest determination.
- DD. Market Share: For any On-Airport Rental Car Concessionaire, that Concessionaire's Gross Revenues under its On-Airport Rental Car Concession for the preceding Allocation Year, divided by the Gross Revenues of all On-Airport Rental Car Concessionaires for the preceding Allocation Year; provided that, for any On-Airport Rental Car Concessionaire who was not party to a Concession Agreement for the full Allocation Year in question, the amount of Gross Revenues that would generate a Percentage Fee equal to that Concessionaire's MAG shall be attributed to that Concessionaire for purposes of Market Share calculation.
- EE. Minimum Annual Guarantee (MAG): The minimum annual amount the Concessionaire shall pay to the State, for each year Agreement Year, billed in monthly installments, with each month's payment calculated as 1/12th of the MAG.
- FF. National Car Reservation System: A computerized or internet-based vehicle booking platform that enables Customers to reserve Rental Cars. The National Car Reservation System must be marketed and accessible to the general public in the United States via toll-free phone lines, corporate websites, travel agency systems, or mobile applications.
- GG. Percentage Fee: The percentage of Gross Revenues the Concessionaire shall pay to the State in accordance with Article VI (Fees and Payments), Section A.1 and A.2.
- HH. Premises: There are no premises associated with this agreement. Space allocation in the Consolidated Rental Car Facility is stipulated in Article V (Premises) in the Sample Concession Agreement and in the Sublease agreement between the Concessionaire and the Land/Building Lessee.

- II. Rental Agreement: A written contract between the Concessionaire and a Customer who rents a Rental Car that states the terms and conditions of the Transaction and includes all Customer charges.
- JJ. Rental Car: A motorized vehicle rented or available for rent.
- KK. Rental Car Brand: A distinct trade name or trademark under which a rental car business markets its services to the public. Each Rental Car Brand must be a nationally or regionally recognized brand with a defined reservation system and customer base.
- LL. Sublease: The agreement between the Concessionaire and the Land/Building Lessee pursuant to which the Concessionaire subleases space in the Consolidated Rental Car Facility and must collect a CFC and an FMC and remit the proceeds thereof to the Trustee and pay certain allocated costs, as well as each comparable agreement between the Land/Building Lessee and each other On-Airport Rental Car Concessionaire.
- MM. Terminals: The North and South Terminal buildings at the Airport.
- NN. Transaction: A separate and distinct act of business authorized under this Agreement between the Concessionaire and a Customer under which the Concessionaire generates Gross Revenues by rental of a Rental Car as authorized under this Agreement. Each taking of possession of a Rental Car from the Concessionaire under an ongoing contract for multiple rentals is deemed a distinct act of business for purposes of this definition.
- OO. Transaction Day: With respect to a Transaction, each twenty-four (24) hour period (plus any grace period of up to fifty-nine (59) minutes routinely provided by the applicable On-Airport Rental Car Concessionaire) or portion thereof commencing at the time of rental of a Rental Car to a Customer by any On-Airport Rental Car Concessionaire and ending when the period of rental ends.
- PP. Trustee: The trustee to whom the proceeds of the CFC and FMC are to be paid pursuant to this Agreement, the Sublease, and one or more Commissioner's Order.
- QQ. Valet Parking Service: A service in which a customer-owned vehicle is parked at a location provided by the Concessionaire and the Concessionaire transports the Customer to or from a Terminal or the Concessionaire arranges for pickup or re-delivery of the Customer's vehicle to a Terminal. Valet Parking Service, as outlined in Article IV (Rights Granted and Obligations Imposed) Section C.3 of this Agreement, is prohibited.

ARTICLE II
SCOPE OF AGREEMENT

The Concessionaire must perform all obligations and conduct all activities in compliance with this Agreement and comply with all promises and representations made in its Bid or application, which is by this reference incorporated herein in its entirety, as accepted by the State. This obligation to comply includes compliance with all documents generated in the ITB, competition and award of this Agreement, and the Concessionaire's Sublease.

ARTICLE III
TERM

A. This Agreement is in effect on the date it is signed on behalf of the State. The State grants the Concessionaire the rights listed in Article IV (Rights Granted, Obligations, Reservations, and Prohibitions) for a Term of four (4) years and six (6) months, beginning at 12:01 a.m. AKST, May 1, 2026, and ending October 31, 2030, plus, at the sole discretion of the State, an additional four (4) one-year options to extend through October 31, 2034. The Effective Date, as defined in Article I (Definitions) and as used throughout this Agreement, is May 1, 2026, which is the date the initial term of this Agreement begins.

Agreement Year 1:	May 1, 2026 through October 31, 2026
Agreement Year 2:	November 1, 2026 through October 31, 2027
Agreement Year 3:	November 1, 2027 through October 31, 2028
Agreement Year 4:	November 1, 2028 through October 31, 2029
Agreement Year 5:	November 1, 2029 through October 31, 2030

Four (4) One-Year Extension Options

Agreement Year 6:	November 1, 2030 through October 31, 2031
Agreement Year 7:	November 1, 2031 through October 31, 2032
Agreement Year 8:	November 1, 2032 through October 31, 2033
Agreement Year 9:	November 1, 2033 through October 31, 2034

B. In order to avoid an interruption of services to the public or revenues to the State, and to facilitate fair and orderly selection of, and transition to, any successor Concessionaire, the State may, by written notice to the Concessionaire not less than sixty (60) days before the end of the Agreement term, require the Concessionaire to continue to operate and manage the On-Airport Rental Car Concession at the Airport as set forth in this Agreement beyond the end of the Agreement term. The holdover period, which shall be determined by the State, shall not exceed one (1) year from the expiration date of the Agreement term.

C. If the Concessionaire holds over without a written extension after this Agreement expires, the holding over does not operate as a new agreement or an extension of

the rights granted under this Agreement, but, with the consent of the State, creates only a month-to-month tenancy, regardless of any rent payment that the State accepts. The Concessionaire's obligations for performance under this Agreement will continue during the month-to-month tenancy. Either party may terminate the holdover tenancy at any time by giving the other party at least thirty (30) days written notice. Unless otherwise mutually agreed to by both parties, payment for any holdover period is the greater of the MAG or a percentage of the Concessionaire's Gross Revenues as described in Article VI (Fees and Payments) herein.

ARTICLE IV

RIGHTS GRANTED, OBLIGATIONS, RESERVATIONS, AND PROHIBITIONS

Subject to the rights and obligations under this Agreement, the State grants the Concessionaire the authority to exercise the following rights:

A. Concession Rights and Obligations:

1. The right and obligation to operate an On-Airport Rental Car business from State-designated on-airport facilities at the Airport in the Consolidated Rental Car Facility. The Concessionaire may transport car rental Customers to a remote location; however, the Concessionaire shall record this Transaction under this Agreement. During the term of this Agreement, the State will authorize a maximum of eight (8) On-Airport Rental Car Concessions at any one time.
2. The right and obligation to conduct such business from the Consolidated Rental Car Facility in accordance with this Agreement and the Sublease. Upon award of the Agreement, the Concessionaire shall enter into a Sublease with the Land/Building Lessee providing, among other terms agreed to by the Land/Building Lessee and a Majority in Interest and consented to by the State, that the Concessionaire shall pay its pro rata share (based on its Allocated Space—including its proportionate share of any shared Exclusive Use Area—as a percentage of all space in the Consolidated Rental Car Facility actually allocated to On-Airport Rental Car Concessionaires) of Land Rent and of the operating and maintenance, insurance, and utility expenses of the Consolidated Rental Car Facility to the extent such expenses are not payable from FMC proceeds, reserves, insurance proceeds, or other available funds. The Concessionaire shall also collect and remit the CFC and FMC fees to the Trustee as provided under Article VI (Fees and Payment) and Sections J (CFCs and FMCs) through N (Custodial Agreements) of this Agreement.
3. The Concessionaire, its officers, contractors, suppliers, service personnel, guests, patrons, and invitees shall have the right to ingress, egress, and occupy the Consolidated Rental Car Facility as provided in the Sublease, subject to the Airport's security rules.

4. The Concessionaire's right to construct and install fixtures, equipment, and other improvements necessary to operate the business authorized under this Agreement will be governed by the Concessionaire's Sublease.
5. The Concessionaire shall have the right to subcontract or joint venture, subject to prior written consent by the State. Such subcontract or joint venture agreement must require, at a minimum, strict compliance with the provisions of this Agreement. The Concessionaire agrees that it is responsible for the performance of its subcontractors and joint venture partners under this Agreement. The Concessionaire agrees to initiate and take all corrective action should a subcontractor or joint venture partner fail to comply with its contract with the Concessionaire or any provision of this Agreement. The failure of a subcontractor or joint venture partner to comply with the provisions of this Agreement shall constitute a default by the Concessionaire under this Agreement entitling the State to terminate in accordance with the provisions herein.

B. Reservations:

1. If there are fewer than eight (8) On-Airport Rental Car Concessionaires at any time during the Agreement, the State may, and shall to the extent provided in the Land/Building Lease, fill any On-Airport Rental Car Concession vacancy by accepting or soliciting for applications, bids, or proposals or by any other process under 17 AAC 42. If the State re-opens this opportunity, the term of the new concession will begin no sooner than November 1, 2027, but the term will end on the date stated in this Agreement, and the State will not include terms and conditions that are more favorable to a new concessionaire than those under this Agreement except to any limited extent reasonably necessary to satisfy 49 CFR Part 23. The Minimum Annual Guarantee acceptable for a new concessionaire shall not be less than the lowest MAG in effect at the time of the new concessionaire's entry, or such other amount as determined by the State based on forecasted market share and operating term.
2. The Land/Building Lease and the Subleases will set forth the mechanics for the allocation of space in the Consolidated Rental Car Facility.
3. The State reserves the right to grant to others any right or privilege not specifically and exclusively granted to the Concessionaire, except that the State will not grant a right to operate an On-Airport Rental Car Concession other than under the terms stated in this Agreement except to any limited extent reasonably necessary to satisfy 49 CFR Part 23. The rights and privileges granted to the Concessionaire under this Agreement are the only rights and privileges granted by the State to the Concessionaire. The Concessionaire has no easements, rights, or privileges, express or implied, granted by the State other than those specifically granted under this Agreement. This Agreement does not grant the Concessionaire the right to provide or perform any other business or commercial

activity at the Airport, nor does it grant the Concessionaire the right to use the trademarks, symbols, trade names or name of the Airport, either directly or indirectly, in connection with any production, promotion service or publication without the prior written discretionary consent of the State.

4. The State reserves the right, and intends to continue, to authorize, regulate, and charge a fee for Rental Car businesses that do not operate from on-Airport facilities and do not have an On-Airport Rental Car Concession Agreement with the State. However, the State will require that any such vehicle rental business pick up and, to the extent the State determines necessary or desirable, under Article VI (Fees and Payments) Section M.2, drop off customers only at a location provided for that purpose at the Consolidated Rental Car Facility.
5. Although these obligations will not diminish during the term of this Agreement, the specific areas to which they apply may, in the State's sole discretion, diminish or expand as provided for in this Agreement.
6. For the term of this Agreement, the Concessionaire will only operate the brands specified in this Agreement. The acquisition, transfer, or subletting of any brand(s) or trade name(s) must be approved by the State. Such approval may be withheld by the State for good and sufficient reasons but will not be unreasonably withheld. Any brand or trade name must be one hundred percent (100%) owned, controlled, or have a contractual right to operate by the Concessionaire. Potential consolidation and allocation of Concessionaire's Allocated Space in the Consolidated Rental Car Facility is governed by the Sublease.

C. Prohibitions:

1. The Concessionaire shall not conduct any business on the Airport unless authorized under this Agreement or other agreements the Concessionaire may have with the State. If a question or dispute arises concerning this business, the Concessionaire may submit a written request to the State asking for a review and decision. The State will deliver a written decision to the Concessionaire and the decision of the State is final.
2. The Concessionaire shall not divert any business, or by its own action cause or allow any diversion of revenues or other business, from the Airport.
 - a. A shortage of Rental Cars at the Airport, while having a Rental Car available elsewhere in the local area and renting the Rental Car to a potential Customer who arrives at the Airport and failing to include the revenues resulting from the Transaction as Gross Revenues shall constitute an intentional diversion.

- b. The taking of a reservation for another car rental location or advising or suggesting that a potential Customer arriving at the Airport should go to another car rental location (including any other location operated by the Concessionaire or by any other car rental business), regardless of the reason, and failing to include the revenues resulting from the Transaction as Gross Revenues shall constitute an intentional diversion.
 - c. This does not preclude the Concessionaire from transporting a Customer, or potential Customer, from the Airport to the Concessionaire's Rental Car at a location off Airport as long as the revenues resulting from the Transaction are reported as Gross Revenues.
3. The Concessionaire shall not conduct any Valet Parking Services under this Agreement. If the Concessionaire desires to perform Valet Parking Services, the Concessionaire shall apply for a separate agreement, subject to public notice and other requirements of law related to performing such services at the Airport.
4. The Concessionaire may not advertise nor display brochures for any service or item not directly related to the Concession.
5. If the Concessionaire charges its Customers a Concession Recovery Fee, the following conditions will apply:
 - a. The fee must be listed on each Rental Agreement as a separate line item identified as "Concession Recovery Fee."
 - b. The fee may not be shown on the Rental Agreement adjacent to taxes or in any way included with, associated with, or referred to as a tax.
 - c. The fee may not be identified as or referred to by the Concessionaire or the Concessionaire's employees, including counter personnel and reservation agents, as a fee imposed on the Customer by the State.

ARTICLE V

PREMISES

- A. The Concessionaire shall cooperate with all other On-Airport Rental Car Concessionaires to facilitate and complete, at no cost to the State, any relocation required by the allocation of premises as a result of the award of this Agreement. The Concessionaire acknowledges that the State's obligation under this Section is limited to stipulating in the Land/Building Lease that the Premises must be made available to the Concessionaire for its use under the Sublease; the Concessionaire will accept the Premises under the terms of the Sublease and with no reliance whatsoever on any representation or warranty by the State with respect to the Premises or any other aspect of the Consolidated Rental Car Facility.

B. Space in the Consolidated Rental Car Facility will be assigned by the Land/Building Lessee as follows:

1. Counter Space and Car Wash/Fueling Stations. Market Share shall determine the size and order of selection for Counter Space and Car Wash/Fueling Stations. Counter Space and Car Wash/Fueling Stations will not be reallocated for the term of this Agreement, except as a result of material changes in Market Share or as a result of entry of one or more additional On-Airport Rental Car Concessionaires and will be based on Market Share as described in greater detail in the Sublease, provided that each On-Airport Rental Car Concessionaire will be allocated at least one car wash.
2. Ready/Return and Other Parking Space. Market Share shall determine the order of selection and square footage of Ready/Return and other parking space. Ready/Return and other parking space in the Consolidated Rental Car Facility will be reallocated annually based on Market Share for the preceding Allocation Year as described in greater detail in the Sublease.
3. Reallocation Mechanics in Land/Building Lease and Subleases. The details of the timing and method for allocations and reallocations in the Consolidated Rental Car Facility including reallocations of Counter Space and Car Wash/Fueling Stations as a result of material changes in Market Share or as a result of entry of one or more additional On-Airport Rental Car Concessionaires, shall be set forth in the Land/Building Lease and the Subleases.

C. The Land/Building Lease will authorize, but not require, the Land/Building Lessee to assign surplus counter space, Car Wash/Fueling Stations, Ready/Return and other parking space pending the filling of all vacant concession positions if there are fewer than eight (8) Concessionaires. If the Land/Building Lessee assigns surplus Counter Space, Car Wash/Fueling Stations, Ready/Return and other parking space, as applicable, then:

1. The opportunity to occupy the entire surplus space shall be offered to each On-Airport Rental Car Concessionaire as provided in the Land/Building Lease and the Sublease in the order (highest to lowest) of each Concessionaire's Market Share. To exercise the option to occupy the surplus space without relinquishing the space assigned to that On-Airport Rental Car Concessionaire before its exercise, the concessionaire must occupy the entire space that is vacant at the same Annual Guarantee (in addition to such concessionaire's previously existing Annual Guarantee) that had been paid by the On-Airport Rental Car Concessionaire that most recently occupied the space; and

2. Any occupant of the surplus space that occupies such space in addition to its previously assigned space must vacate either the previously assigned or the surplus space, at no cost to the State, within thirty (30) days after written notice by the State that the space is required due to the award of a new On-Airport Rental Car Concession.
- D. The Concessionaire, at no cost to the State, is responsible for installing and removing signs and booths for its designated space in the Consolidated Rental Car Facility after each reallocation of such space.
- E. The Concessionaire shall cooperate with all other On-Airport Rental Car Concessionaires to facilitate and complete, at no cost to the State, the move required by each annual reallocation not more than one-hundred twenty (120) days after the end of the preceding Allocation Year or not more than ninety (90) days after the Land/Building Lessee provides the Concessionaire with the reallocation information in writing, whichever is later.

ARTICLE VI

FEES AND PAYMENTS

- A. Concession Fees: For the rights and privileges granted under this Agreement each month, the Concessionaire shall pay to the State the fees listed below.
1. The GREATER of:
 - a. One-twelfth of the MAG of \$_____ for each Agreement Year, which equates to \$_____ per month, except (1) as provided for in Section B.5 of this Article once the Concessionaire's cumulative payments for the respective Agreement Year have reached or exceeded the Annual Guarantee amount.
- OR
- b. Ten percent (10%) of monthly Gross Revenues (Percentage Fee).

B. Payments to the State:

1. The Concessionaire shall pay the prorated monthly amount of the Annual Guarantee by the first day of each month until total cumulative payments have met or exceeded the Annual Guarantee. This first payment is due on or before May 1, 2026.
2. By the 20th day of each month, the Concessionaire shall pay any additional amount necessary to satisfy the required Percentage Fee for the previous month

as applied to Gross Revenues reported on the monthly certified activity report for that previous month. This first payment is due on or before June 20, 2026.

3. Payments must be received by Airport Accounting, Anchorage International Airport, P.O. Box 196960, Anchorage AK 99519-6960, or to a bank account designated in writing by the State, on or before the due date. Payments must be free from any claim, demand, setoff, or counterclaim of any kind against the State, and must be made in cash or by check, bank draft, money order, or electronic funds transfer (EFT) payable to the State of Alaska. The Concessionaire will make all payments in United States of America currency. Payments must be submitted with remittance instructions which should include the invoice number for which the payment should be applied to. If no remittance instructions are included, payment will be applied to the oldest outstanding invoice under the Agreement.
4. If the Concessionaire's total payments during any Agreement Year reaches or exceeds the Annual Guarantee, the Concessionaire shall only pay the Percentage Fees specified in Section A.1.b of this Article for the remainder of that Agreement Year.
5. If, for any Agreement Year, payments to the State exceed both the Annual Guarantee and the Percentage Fee for that Agreement Year, the State will, in its discretion, either credit any overpayment toward future payments due the State or refund any overpayment to the Concessionaire. The State will either credit the overpayment or issue a refund within sixty (60) days after the Concessionaire submits the financial information required under Article X (Audits, Reports, Books, and Records) Section D (Financial Information).
6. Payments of CFCs and FMCs to the Trustee are not considered payments to the State under this Section.

C. Waiver of Annual Guarantee:

1. The State will waive the Annual Guarantee payable under this Agreement for any month in which any of the following events occur:
 - a. A twenty-five percent (25%) or greater decline in total deplaned passengers at the Terminals for any month during this Agreement as compared to the same month of the preceding year. This waiver only applies to any month in which the twenty-five percent (25%) or greater decline occurs.
 - b. Loss of the Concessionaire's exclusive rights granted under this Agreement unless the loss is the fault of the Concessionaire. This waiver is in effect from

the first day of any such loss and will continue until the Concessionaire regains its exclusive rights.

- c. Any event not the fault of the Concessionaire that so damages or precludes public access or access by the Concessionaire necessary to carry out the terms of this Agreement to the Consolidated Rental Car Facility or the Airport at any time that the normal operation of the Concessionaire's business is prevented for more than thirty (30) consecutive days. If the normal operation of the Concessionaire's business is prevented for more than thirty (30) consecutive days, this waiver is in effect from the first day of the event and will continue until normal operations can resume.
 - d. Complete Airport closure to the commercial air transport of passengers for more than thirty (30) consecutive days. If complete Airport closure to commercial passenger service exceeds thirty (30) consecutive days, this waiver is in effect from the first day and will continue until the Airport is reopened to the commercial air transport of passengers.
2. The Concessionaire shall pay the State the Percentage Fees described in Section A.1.b of this Article for any period the Annual Guarantee is waived under Section C.1 of this Article.
 3. In its discretion, the State will either credit any overpayment resulting from a waiver specified in Section C.1 of this Article toward future payments due the State; or refund the overpayment to the Concessionaire. The State will either apply the credit or issue a refund within sixty (60) days after the State receives the final Certified Activity Report for the period during which the waiver of Annual Guarantee event occurred.

D. Certified Activity Reports:

1. On or before the twentieth (20th) day of each month after the effective date of this Agreement, the Concessionaire shall deliver to Airport Accounting, via email at dot.aia.finance@alaska.gov , a Certified Activity Report from the Concessionaire, with copies of all information other than that required under paragraph 2.e below, to each of any Land/Building Lessee and Trustee beginning the first month after the imposition of a CFC or FMC becomes effective and continuing for all periods that an obligation to collect a CFC or FMC remains in effect.
2. The Concessionaire shall submit the Certified Activity Report using the State supplied form as shown in Exhibit C attached hereto, and shall separately state the following:
 - a. Gross Revenues;
 - b. total Transaction Days;

- c. all CFCs or FMCs, listed separately, imposed by the State and collected by the Concessionaire;
 - d. all CFCs and FMCs, listed separately, remitted to the Trustee;
 - e. cumulative Percentage Fee payments for the Agreement Year; and
 - f. any information required to be reported monthly under the U.S. Department of Transportation's DBE regulations at 49 C.F.R. Part 23, or under the State's plan for complying with those regulations.
 3. The Concessionaire will pay to the State an administrative fee of \$30 for the first day and \$15 per day thereafter per report if the Concessionaire does not remit the required Certified Activity Report to the State by the twentieth (20th) day of each month until the reports are provided to the State. If the 20th day falls on a weekend or holiday, the Concessionaire will provide the State with a Certified Activity Report by the end of the first business day following the weekend or holiday.
- E. Fees Vest in the State: Fees payable to the State by the Concessionaire under this Agreement, but not CFCs or FMCs, shall be owned by the State at the time of each customer Transaction and will be held in trust by the Concessionaire while the funds are in Concessionaire's custody and control. The Concessionaire is responsible for these fees until delivered to the State. If any fees payable to the State are lost, stolen, or otherwise unlawfully removed from the custody and control of the Concessionaire, the Concessionaire remains responsible to the State for the revenue. CFCs and FMCs shall be held in trust by the Concessionaire for the Trustee while the funds are in Concessionaire's custody and control, and the Concessionaire shall be responsible for these amounts until delivered to the Trustee. If any CFCs or FMCs subject to remittance by the Concessionaire to the Trustee are lost, stolen, commingled with Concessionaire assets so as to lose their trust status or are otherwise removed from the custody and control of the Concessionaire other than by remittance to the Trustee, the Concessionaire shall be strictly responsible to the Trustee for those funds.
- F. Liquidated Damages:
1. Without waiving any of its other legal and equitable remedies, the State shall have the right to assess liquidated damages in the amounts stated in various provisions throughout this Agreement for failure to comply with those sections.
 2. The Concessionaire and the State stipulate that assessment of liquidated damages shall not be construed as a penalty; rather, the Concessionaire and the State stipulate that the damages resulting from violations of this Agreement and the ITB will be hard to measure and ascertain and may, at the option of the State, be stated as "liquidated damages".

3. The Concessionaire shall pay any assessment of liquidated damages by the State under this Agreement within ten (10) days of receipt of an invoice for such damages.
 4. The Concessionaire may protest any assessment of liquidated damages under this Agreement under 17 AAC 42.910.
 5. Neither the assessment of liquidated damages by the State nor the payment of liquidated damages by the Concessionaire shall diminish the rights and remedies of the Trustee with respect to the collection and remittance of CFCs or FMCs, nor any rights and remedies of the Land/Building Lessee under the Sublease.
- G. Unpaid Fees: Any rent, charge, fee, liquidated damage, or other consideration due but unpaid at the expiration or cancellation of this Agreement is a charge against the Concessionaire and its property, real or personal, on the Airport. The State has any lien rights allowed by law, provided that CFCs and FMCs are not property of the Concessionaire and therefore cannot be subject to such lien. Either the State or its authorized agent may provide enforcement.
- H. Interest: Beginning the day after payment is due, all fees due and unpaid accrue interest at the legal rate for post-judgment interest under Alaska law. Except to the extent a different rate of interest is specified in an Order by the Commissioner or a custodial agreement or other agreement between the Trustee and the Concessionaire, this section applies equally to CFCs and FMCs, but for the benefit of the Trustee rather than of the State.
- I. Bid Deposit: The State will cash the Concessionaire's bid deposit and apply the funds to the fees due to the State beginning with the first payment required under this Agreement, or, if Concessionaire has submitted a bid bond, that bond will be returned after receipt of the first payment required under this Agreement.
- J. CFCs and FMCs: The Concessionaire will, in compliance with the following provisions and with the terms stated in an applicable Order issued by the Commissioner, collect from its customers and remit to the Trustee, any CFC and any FMC set by such Order of the Commissioner:
1. The Concessionaire will collect the CFC and the FMC on all Transactions under this Agreement to the extent required under an Order of the Commissioner. The CFC and the FMC together will be listed as one line item designated "Customer Facility Charges" in the Concessionaire's rental agreements, invoices, and other communications with its customers.
 2. The CFC shall be a per-Transaction Day amount. The level of the CFC shall be determined and adjusted as necessary, based on methodology established under the Land/Building Lease. Such methodology shall ensure sufficient funds

are generated to repay the indebtedness of the Consolidated Rental Car Facility over its entire term and to meet other required obligations under the indebtedness documentation. The State shall notify the Concessionaire of any new or revised Commissioner's Order imposing or adjusting the amount of the CFC not less than thirty (30) days before the date the adjustment becomes effective. Further commitments of the State with respect to terms of imposition and amount of the CFC shall be stated in the Land/Building Lease.

3. The FMC shall be a per-Transaction Day amount. The level of the FMC shall be determined and adjusted as necessary by the Order of the Commissioner imposing the obligation to collect the FMC. The State shall notify the Concessionaire of any new or revised Commissioner's Order imposing or adjusting the amount of the FMC not less than thirty (30) days before the date the adjustment becomes effective.
4. The FMC shall be set and maintained by the State at a level that is anticipated to produce annual collections of FMCs sufficient, together with other available funds, to pay costs the State deems to be costs of operation and maintenance of the Consolidated Rental Car Facility (which shall include non-allocated utilities, insurance, and other costs as stated in the Land/Building Lease) and to fund a reserve for such costs to the extent required by the Land/Building Lease, the Subleases and any agreements associated with the indebtedness secured by the CFCs, in each case to the extent permitted by law.
5. Imposition of the CFC and FMC, and any change in the amount of either, will apply to each Transaction that both (1) begins on or after the effective date of the imposition or change as stated in the applicable Order of the Commissioner, and (2) as of 12:01 a.m. on the third business day after the State's notification to the Concessionaire of such imposition or change, is not (a) subject to a reservation that precludes the assessment of such a charge subsequently imposed by a government entity, or (b) prepaid in full.

K. Collection of CFCs and FMCs:

1. The Concessionaire shall collect the CFC as required by such Order until such obligation is suspended under such Order, lifted by expiration of such Order, or lifted by a subsequent Order by the Commissioner. The Concessionaire shall also collect the FMC as required by such Order until such obligation is suspended under such Order, lifted by expiration of such Order or lifted by a subsequent Order by the Commissioner. The Concessionaire shall collect any applicable CFC or FMC at the time the first payment is made on the Transaction. With respect to cancellation of any portion of a Transaction for which a CFC or FMC has already been collected, amounts rebated to a Customer may be deducted from a subsequent CFC or FMC payment, and specifically identified to the State and to the Trustee in the next Certified Activity Report. The Concessionaire shall hold any CFCs and FMCs it collects in an account or

accounts (which account or accounts may also contain other proceeds similarly held in trust) separate from the Concessionaire's assets, in trust for the Trustee until remitted to the Trustee as described below. The Concessionaire acknowledges that it has no and shall never have any possessory claim or ownership interest in any CFCs or FMCs it collects.

2. The State will continue to impose the CFC as set forth herein for so long as (a) either of this Agreement or the Concessionaire's Sublease remains in effect and (b) the Trustee has not advised the State in writing that any and all obligations secured by pledge of the CFCs have been fully satisfied. Unless otherwise agreed by a Majority in Interest and the State, the State will continue to impose the FMC as set forth herein for so long as the Land/Building Lease remains in effect, and may continue to do so thereafter so long as On-Airport Rental Car Concessionaires occupy the Consolidated Rental Car Facility. So long as the respective collection is required under an effective Order by the Commissioner, the State shall take all necessary actions to ensure proper collection and remittance of the CFC and FMC by all On-Airport Rental Car Concessionaires.

L. Remittance of CFCs and FMCs and Certified Activity Reports:

1. On or before the twentieth (20th) day of each month, the Concessionaire shall remit to the Trustee any and all CFCs and FMCs it collected or was obligated to collect in the preceding calendar month regardless whether or not the full amount of such CFC or FMC was actually collected by the Concessionaire along with a copy of the Certified Activity Report required under Article VI (Fees and Payments), Section D. Remittances shall be made in United States of America currency, either in cash or by check, bank draft, wire transfer or money order payable as directed by the Trustee.
2. The Land/Building Lease will require that should the Trustee notify the Land/Building Lessee and the State that the Concessionaire has failed to collect or remit its CFCs and/or FMCs, the Land/Building Lessee shall take immediate action under the Sublease to enforce the obligation to collect and remit the CFC and FMC and to terminate the Concessionaire's Sublease and rights to use the Consolidated Rental Car Facility as provided under the Sublease, and the State shall also take immediate action to terminate the Concessionaire's rights under this Agreement.

M. Covenants of State with Respect to CFCs, FMCs, and the Indebtedness Secured by CFCs:

1. The State shall at all times comply with all provisions of, and satisfy all of its obligations under, AS 02.15.090, AS 37.15.430(c) and all other provisions of law relating to the requiring of the collection of CFCs and FMCs and the remittance thereof to the Trustee. The State shall work in good faith with the issuer of any indebtedness secured by CFCs and the Trustee to provide such assurances as may be necessary to confirm the Trustee's interest in the proceeds of the CFC and the FMC.
2. The Airport agrees that, to the extent that future laws or regulations changes allow, it will make reasonable efforts to identify, monitor, and impose concession fees, use fees, or similar on all off-airport vehicle rental companies or users that utilize Airport facilities to pick up or drop off customers. Such efforts shall be conducted to the extent permissible under federal, state, and local laws, as well as FAA Grant Assurances and Department of Transportation regulations as determined by the Airport. The Parties acknowledge and agree that inherent differences exist between on-airport and off-airport car rentals and including different legal standards. The Parties further acknowledge and agree that differences in fee structures are justified by the varying levels of benefit, land use, facility access, and capital investment associated with on-airport versus off-airport operations. Consequently, the rates, fees, and rate structures imposed upon Off-Airport rentals may not be identical in fee structure, rate design, or other terms and conditions and may not amount to the same approximate fee rates as concession fees paid by on-airport rental car companies.
3. So long as any indebtedness secured by CFCs remains outstanding, neither the State nor the Concessionaire will create or permit the creation of any liens or encumbrances on the CFCs, or use or permit the use of the CFCs, other than in accordance with and as permitted by the documentation of indebtedness secured by CFCs.
4. So long as any indebtedness secured by CFCs remains outstanding, the State covenants not to build on or off the Airport, or allow to be built on the Airport, any facility that would compete with the Consolidated Rental Car Facility.
5. So long as the obligation to collect CFCs or FMCs remains in effect, the State will each year review with the Land/Building Lessee the amount required to be generated by the CFC or FMC in the following year, and make any appropriate adjustment in the amount of the CFC or FMC, respectively, as further described in the Land/Building Lease. The State will not otherwise adjust the CFC without prior consultation and consent by the Trustee.

6. To the extent any covenant in this Section or any other commitment of the State in this Concession Agreement with respect to CFCs and FMCs may at any time be deemed or determined to be matters reserved to the Commissioner and not contractually binding upon the Commissioner under this Agreement, the parties agree to seek a direct Commissioner Order or other adoption or ratification of that covenant to any extent the same has not already been accomplished.

N. Custodial Agreements: The requirements of this Agreement with respect to proper collection, custody and remittance of CFCs and FMCs and the keeping of records relating to the same are minimum measures to ensure such proper collection, custody, remittance and record keeping. Nothing in this Agreement shall be construed to preclude additional requirements of a custodial agreement or other agreement between the Trustee and the Concessionaire. To the extent the Concessionaire is subject to such a custody agreement or directive by the Trustee with respect to CFCs or FMCs, the Concessionaire shall comply fully with the same.

ARTICLE VII

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

A. Compliance: Concessionaire agrees to comply with all Federal, State, and Local requirements in its operation under this agreement, including, but not limited to the Federal requirements stated in this section.

B. Definitions: For the purposes of this Article VII “Contractor” refers to the Concessionaire and the “Lessee” refers to any subcontractor(s) or party involved in a participation arrangement under this Agreement.

C. Nondiscrimination:

1. This Agreement is subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR part 23. The Concessionaire or Contractor agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

2. The Concessionaire or Contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

D. Civil Rights:

1. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
 2. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
 3. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.
 4. The above provision obligates the Lessee for the period during which the property is owned, used, or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.
- E. ACDBE Participation: An ACDBE contract goal has not been set for this Agreement; however, the requirements of 49 CFR part 23 apply to this Agreement. It is the policy of the Alaska Department of Transportation and Public Facilities (Alaska DOT&PF) to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this Agreement. The State encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
- F. Small Business Enterprise Concession Participation: There is a Small Business Enterprise Concession (SBEC) goal of zero-point seven percent (0.7%) of total goods/services purchases made by the Concessionaire, including fleet purchases. Concessionaire agrees to make good faith efforts, as determined by Alaska DOT&PF, to meet the SBEC good/services participation goal annually.
- G. Reporting Requirements: The Concessionaire is required to report total purchases of goods/services, including fleet purchases, applicable to the airport location and total purchases or goods/services from SBECs and any ACDBEs who are certified by the State of Alaska Unified Certification Program. The Concessionaire shall report total quarterly and Federal Fiscal Year to date purchase information within thirty (30) days of the close of each quarter. The report must be submitted to the ANC Leasing Department using the State supplied form as shown in Exhibit E attached hereto. The first report is due on or before July 1, 2026.
- H. Sanctions for Failure to Provide SBEC Reports: If Concessionaire fails to submit its report of purchases of goods/services as required, the Alaska DOT&PF may elect to impose fines as described below on a per diem basis per infraction:
1. One hundred dollars (\$100) per day for every day past the due date as described above.

ARTICLE VIII
TITLE VI REQUIREMENTS

- A. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the “Concessionaire”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 2. 49 CFR Part 21 (Nondiscrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
 6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients;
 8. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

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

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

1. The Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Concessionaire, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of the Concessionaire's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

C. Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects:

1. The Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions.
2. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the State or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- D. Sanctions for Noncompliance: In the event of Concessionaire's noncompliance with the nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
1. Withholding payments to the Concessionaire under the Agreement until the Concessionaire complies; and/or
 2. Cancelling, terminating, or suspending a contract, in whole or in part.
- E. Incorporation of Provisions: The Concessionaire will include the provisions of paragraphs A through F of this Article VIII in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the State or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the State to enter into any litigation to protect the interests of the State. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.
- F. Transfer of Real Property Acquired or Improved Under the Airport Improvement
1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (Title of Sponsor) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess

said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.

ARTICLE IX

OPERATION OF CONCESSION SERVICES

The Concessionaire's operation under this Agreement is a service to airline passengers and other users of the Airport. The Concessionaire acknowledges that the ability of the State to effectively compete with airports outside the State of Alaska and to promote tourism to the State of Alaska depends, in part, on the performance of the Concessionaire. Accordingly, the Concessionaire shall conduct its operation in a first-class, businesslike, efficient, courteous, accommodating manner, and will comply with the following:

- A. Advertising: The Concessionaire shall have the right to place signage as indicated in this Agreement to display its company name and logo. The Concessionaire shall have limited rights to promote its services and programs, subject to prior approval of the State, at its counters and in their booths (if constructed). Other than the limited ability to promote itself and its services in the Consolidated Rental Car Facility as described above, the Concessionaire may advertise at the Airport only under a contract with the State's display advertising concessionaire.
- B. Business Development: The Concessionaire shall take all reasonable measures to maintain, develop, and increase its business at the Airport without diversion of any business to any entity or location not subject to this Agreement.
- C. Business Solicitation: The Concessionaire shall only solicit business at the Airport authorized under this Agreement.
- D. Collection of Bad Checks and Debts: The Concessionaire shall have full responsibility to use its best efforts to collect bad checks, unpaid and disputed credit card charges, or debts from customers, suppliers, vendors, etc.
- E. Driving Practices: The Concessionaire shall closely control, and supervise the driving practices of its employees. The Concessionaire shall not permit fast, reckless, or unsafe driving practices by its employees. If the State records the date, time, vehicle type, license plate number, and a summary of an incident of fast, reckless, or unsafe driving by a Concessionaire employee, and forwards a copy of the written record to the Concessionaire, within seven (7) days, the Concessionaire must report in writing to the State stating the corrective action taken related to the specific incident, and what action has been taken to prevent similar violations in the future. If the State issues three (3) or more such reports to the Concessionaire within a 30-day period, the Concessionaire shall pay the State one hundred and fifty dollars (\$150) as liquidated damages.

F. Fleet Requirements: It is the intent of this Agreement that the Concessionaire provide a high-quality car rental service.

1. The Concessionaire shall use best efforts to provide a reasonable fleet mix, representing various classes and/or styles of Rental Cars, none of which shall be more than three (3) model years old. Rental Cars may not exceed nineteen (19) feet in length, nine (9) feet in width, or seven (7) feet, seven (7) inches in height due to the physical limitations of the Consolidated Rental Car Facility. Rental Cars must be in good operation, free from known mechanical defects; and in a safe, clean, neat, and attractive condition, inside and out.

G. General:

1. The Concessionaire shall ensure that all requirements of the City, State and Federal laws, and regulations adopted by the City, State, Federal or any governmental legal authority and the rules and regulations promulgated by the State as same may be amended from time to time, are fully complied with at all times.
2. The Concessionaire shall not install or operate any coin, card, token or otherwise activated vending machines or devices of any kind or type without the prior written approval of the State.
3. The Concessionaire's business shall be conducted in a manner so as to meet the needs of the Airport's patrons and the State and in a manner that will reflect positively upon the Concessionaire and the State. The Concessionaire shall offer quality services and equip, organize and efficiently manage its Exclusive Use Areas in the Consolidated Rental Car Facility to provide first class service in a clean, attractive and pleasant atmosphere.
4. The Concessionaire shall not permit any defacing of walls, floors, and fixtures; not permit loitering; keep all its Exclusive Use Areas in the Consolidated Rental Car Facility free from trash and debris; and maintain and service all equipment at a high level of efficiency, reliability and appearance.
5. The Concessionaire shall neither commit nor allow any nuisance, noise or waste on the Airport or annoy, disturb or be offensive to other Airport users.
6. The Concessionaire shall not use any space outside the Consolidated Rental Car Facility, for sale, storage, or any other undertaking, unless specifically leased from the State for that purpose.

7. The Concessionaire shall ensure that it provides sufficient equipment, including Rental Cars, as necessary for efficient operation at the Airport.
8. The Concessionaire shall establish and maintain a designated contact person and telephone number, available to the State on a twenty-four (24) hour, seven (7) days per week basis, for purposes of responding to emergencies.
9. The Concessionaire shall comply with its Sublease.

H. Hours of Operation: The Concessionaire shall actively operate the concession to best serve the needs of the traveling public.

1. The Concessionaire shall be open for business, have Rental Cars for rent, and accept Rental Car returns, seven (7) days per week, consistent with hours of scheduled air carrier operations. Operating hours shall be approved by the State.
2. The Concessionaire shall not change its operating hours without first obtaining the State's written approval. If the Concessionaire is able to demonstrate in writing that operating the concession to meet all scheduled passenger flights is not profitable or economically feasible *and* is not in the best interest of the State, the Concessionaire may request a waiver of the requirement to meet all scheduled passenger flights. The State will approve or disapprove this request in writing and the Concessionaire will be bound by the State's decision.
3. The State may require a change in operating hours if, in its written determination, a change is desirable to provide better service to the traveling public. Except in an emergency, the Concessionaire shall obtain written approval from the State at least twenty-four (24) hours before closing for repair, maintenance, construction, or other reason.
4. The State shall not require the Concessionaire to maintain operating hours that are inconsistent with the operating hours approved for other On-Airport Rental Car Concessionaires. If the Concessionaire fails to maintain its approved operating hours, the Concessionaire will pay to the State liquidated damages in the amount of two hundred dollars (\$200) per hour for each hour the Concessionaire's customer service counter is not staffed as required.

I. Maintenance:

1. The Concessionaire shall be responsible for maintenance in the Consolidated Rental Car Facility in the manner and to the extent provided in the Sublease approved by the State.
2. If the Concessionaire causes damage to the State or an Airport tenant due to inadequate maintenance by the Concessionaire or any of its equipment, fixtures,

or systems, the Concessionaire shall repair the damage at its own expense. If the Concessionaire does not repair the damage, the State may, but is not obligated to, repair the damage and bill the Concessionaire for the State's costs. The Concessionaire shall pay the State within thirty (30) days of the billing date.

- J. National Reservation System: The Concessionaire must maintain a National Car Reservation System throughout the term of this Agreement.
- K. Nondiscriminatory Pricing: The Concessionaire shall operate its On-Airport Rental Car concession on a fair, equal and nondiscriminatory basis. The Concessionaire may make or give to similar types of purchasers, or other special category customers, discounts or rebates that are not illegally discriminatory.
- L. Orderly Operations: The Concessionaire shall conduct all business in an orderly and peaceful manner without interfering with other tenants, users, or occupants of the Airport.
- M. Security Program: The Concessionaire will adhere to any applicable responsibility of the State's Airport Security Program required by federal regulations and the State. The Concessionaire shall procure any FAA or Transportation Security Administration (TSA) required identification badges necessary to perform the rights and obligations under this Agreement. The Concessionaire shall coordinate any Airport security matter with the State and shall follow all applicable requirements of the State's Airport Security Program, Airport Certification Manual, and Airport Emergency Program, including all provisions that are regulated under 49 CFR part 1540 (civil aviation security), 49 CFR Part 1542 (airport security) and 14 CFR Part 139 (airport certification and operation) and any other applicable federal regulation. Any fine that results from a violation of the State's Airport Security Program, Airport Certification Manual, Airport Emergency Program, or any applicable federal regulation caused by the Concessionaire or by any of the Concessionaire's agents or personnel, including any officer or employee, or anyone else acting by, on behalf of, or under the authority of the Concessionaire, or by any of the Concessionaire's contractors, sub-concessionaires, or guests, including any vendor or customer, whether on or off the Premises, will, as between the State and the Concessionaire, be the sole responsibility of the Concessionaire. The State may, with or without notice to the Concessionaire and without diminishing the Concessionaire's responsibility, pay fines to the FAA or the Transportation Security Administration (TSA) on the Concessionaire's behalf to meet FAA or TSA deadlines. Within thirty (30) days after receipt of written notice from the State, the Concessionaire shall reimburse the State for any such fines paid by the State.
- N. Signage: The Concessionaire shall not, without the prior written approval of the State in the form of an Airport Building Permit, construct, erect or place any signs in or on the Terminals, the Consolidated Rental Car Facility or elsewhere at the Airport, including those signs required in Article V. (Premises). The terms "sign" and "signs"

as used herein shall mean advertising or promotional materials, billboards, notices, identification symbols, posters, electronic or static displays, information racks, decals, logos, or any similar device.

1. Prior to the construction, erection or placement of any sign, the Concessionaire shall submit to the State, for approval, drawings, sketches, electrical details, designs, elevations, dimensions, type, number, message and proposed location of such sign. Any restrictions, conditions or limitations with respect to any such sign as set forth in writing by the State will become conditions of this Agreement. The State will have the right to reject any sign proposed by the Concessionaire.
2. The Land/Building Lessee is responsible to obtain any permits or other approvals that are required to comply with local, State, federal, municipal and Airport policies, rules and regulations on behalf of the Concessionaire.

The Concessionaire shall follow all requirements of the State's Tenant Signage and Design Standards for the Airport.

O. Customer Complaints or Comments:

1. The Concessionaire will ensure that all Concessionaire personnel respond courteously to customer comments regarding CFCs or FMCs, in no way blaming the State or implying that CFCs or FMCs were imposed other to provide more convenient facilities for improved public service. The Concessionaire shall also respond in writing to all written customer or public comment or complaints received by the State, and forwarded to the Concessionaire, whether regarding the CFC or FMC, or otherwise. The Concessionaire shall provide such written responses within seven (7) days of receipt of a comment or complaint from the State.
2. The Concessionaire shall coordinate with the State the Concessionaire's response to major or significant complaints, such as any complaint threatening legal action or alleging a violation of law, prior to responding in writing. The Concessionaire shall use its best professional judgment to provide such advance notice to the State regarding matters concerning which a reasonable facility owner or manager would desire such notice.

ARTICLE X
PERFORMANCE BOND

- A. Performance Bond: By May 1, 2026, the Concessionaire shall submit a performance bond to guarantee performance of all obligations and payment of all sums due under this Agreement. The amount of the performance bond shall be \$50,000.00. The Concessionaire shall keep a performance bond in effect throughout the period of this Agreement and until the Concessionaire meets all Agreement obligations.

1. The State may increase or revise the amount of the performance bond by written demand. The State will base any such increase or revision on reasonable and justifiable grounds.
 2. The State will accept a bond in the form of a cash deposit, a time certificate of deposit, a performance bond, an annual renewable bond, or an irrevocable letter of credit, all subject to State approval.
 3. The State will base its approval of the form of the bond on certainty of the assurance that the Concessionaire's failure to make timely payments or comply with any requirement of the Agreement will readily allow the State to attach and collect the full amount of the bond.
- B. Claims: The State will file a claim against the bond or irrevocable letter of credit if the Concessionaire fails to perform any of the following after notice and an opportunity to cure:
1. Failure on the part of the Concessionaire to make timely payment of any amounts due the State under the terms and conditions of this Agreement.
 2. Any damage or loss of Airport property cause by the Concessionaire.
 3. Removal and storage expense incurred by the State if the Concessionaire does not promptly remove its property from its Premise in the Consolidated Rental Car Facility within three (3) calendar days after this Agreement is terminated.
 4. Costs incurred by the State at the time the Agreement is terminated if the Concessionaire fails to leave the Premises in the Consolidated Rental Car Facility in satisfactory condition.
- C. Additional Bond: If the State draws on a performance bond or irrevocable letter of credit and as a result the amount secured by the bond or letter of credit is less than \$40,000.00, the Concessionaire will promptly provide the State with an additional bond or letter of credit in an amount equal to the deficiency.
- D. Release of Bond: The State will release the bond or letter of credit only by written authorization after the Concessionaire has met all Agreement obligations. Neither cancellation nor expiration of this Agreement constitutes a release or discharge of the bond.

ARTICLE XI

AUDITS, REPORTS, BOOKS, AND RECORDS

- A. Maintenance of Books and Records:

1. To provide a satisfactory basis to confirm the accuracy of the Concessionaire's Certified Activity Reports, the Concessionaire shall establish and maintain books and records that concern the business authorized under this Agreement in accordance with Generally Accepted Accounting Principles (GAAP). The Concessionaire's books and records must, in the determination of the State, enable the Concessionaire to document and report accurately, and the State to check easily, payments due the State under this Agreement and the Concessionaire's compliance with its obligations under this Agreement, and under any applicable Order by the Commissioner to collect and remit any CFCs and FMCs imposed by the Commissioner. As part of its record keeping, the Concessionaire will retain, in accordance with GAAP, a record of each Transaction on a numbered document that states all customer charges and the total number of Transaction Days.
2. As used in this Agreement, "books and records" include, without limitation, general ledgers, revenue journals, register tapes, cashier reports, daily or periodic summary reports, daily and monthly reports, computer terminal tapes, computer disks or other media (including, but not limited to, unedited computer generated printed material if access to the computer tapes or disks are unavailable), bank deposit slips, bank statements, credit/debit card service statements, tax reports to federal, state and local agencies (but not including state or federal income tax reports) and contractual Agreements with third parties (including subcontractors and joint venture partners) on the Airport that contract for services with the Concessionaire.
3. The Concessionaire will preserve all books and records of business conducted under this Agreement for the longer of six (6) months after completion of an audit by the State or five (5) years after the end of the Agreement Year to which the books and records pertain. However, if the State objects to any report or statement by the Concessionaire, the Concessionaire will preserve all books and records containing information relevant to that report or statement until resolution of the objection is confirmed in writing by the State.
4. The State, or its designee, shall have access to the above referenced records at all times regardless of the media in which the information is stored.

B. Audit:

1. The Concessionaire shall permit the State to inspect, copy, and audit the Concessionaire's books, records, and supporting data related to this Agreement at the State's request during regular business hours. The Concessionaire shall either transport the necessary books and records to a location at the Airport for inspection, copying, or audit, or permit the State to perform the audit at the location where the Concessionaire's books and records are located. The State reserves to itself the right to perform the audit, at its own expense at the location where the books and records are located if the State desires. If the Concessionaire fails to transport the books and records to a location at the Airport within thirty (30) days after request by the State, the State may perform the audit at the location where the Concessionaire maintains the records, subject to the Concessionaire paying expenses as provided for in Section B.2.
2. If the Concessionaire's place of business and record keeping is outside of Anchorage, Alaska, and if the Concessionaire elects to have the State perform the audit at that location, or the State elects to perform the audit at that location because the Concessionaire has failed to provide the books and records within thirty (30) days as required in Section B.1. above, the Concessionaire will pay the State for the audit costs incurred. Audit costs include round-trip air and ground transportation from the auditor's duty station to the location where the Concessionaire maintains the books and records, as well as per diem and lodging at the then-current State of Alaska rate for each day of travel and on-site audit work. Audit costs do not include the salary and benefit costs of the auditors. After the audit, the State will bill the Concessionaire for the costs incurred and the State will support the billing with a copy of the travel authorization form used by the State. The Concessionaire shall pay these costs within thirty (30) days of the State's billing date.
3. The Concessionaire shall provide all information requested by the auditor in a timely manner. If the auditor does not specify a deadline to submit requested information, the term "timely manner" shall mean "not more than thirty (30) days".
4. Such audits are to be limited to once per annum, unless a significant discrepancy or change occurs. These may include but are not limited to change of management at Concessionaire, significant drop-off in revenue from one month to the next, complaints related to billing from clients of the Concessionaire, discrepancy between posted copy and billing summary.

C. Concession Underpayments:

1. If any State inspection or audit of the Concessionaire's books and records discloses a Concessionaire underpayment, the Concessionaire shall pay, within thirty (30) days of the billing date, any underpayment disclosed by the audit plus:

- a. interest at the rate provided in AS 45.45.010 from the date payment was required to be made on the relevant activity had it been accurately and timely reported, or, with respect to CFCs or FMCs, such other amount provided under an applicable Order by the Commissioner, custodial agreement or other agreement between the Trustee and the Concessionaire;
 - b. any actual costs and attorney fees that the State incurs to collect the underpayment;
 - c. if the underpayment is more than five thousand dollars (\$5,000) in any fiscal year, all audit costs that the State incurs, including salary and benefit costs of the auditor.
2. If the State collects the difference through litigation, the Concessionaire shall pay the State the full costs and attorney's fees it incurred to collect the underpayment. Further, the Concessionaire is liable for the full costs and attorney's fees if the State finds it necessary to take legal action either to levy the performance bond under Article X (Performance Bond) or take other action necessary to collect money the Concessionaire owes to the State.
3. If an inspection or audit discloses that the Concessionaire has overpaid for the audit period, the State shall, at the State's discretion, issue a refund to the Concessionaire or credit the Concessionaire's account.

D. Financial Information:

1. Concessionaire shall furnish to the State to both Airport Accounting and Leasing, via email at dot.aia.finance@alaska.gov and dot.aia.leasing@alaska.gov, at the Concessionaire's sole cost and expense, a Certified Audited Statement of Gross Revenues (Statement), within ninety (90) calendar days of each of the following:
 - a. The end of each Agreement Year,
 - b. Assignment of the Agreement,
 - c. Expiration, termination, or cancellation of the Agreement.
2. The Statement must cover all business transacted by the Concessionaire under the Agreement for the prior Agreement Year or from the date of the last Statement submitted by the Concessionaire to the date of assignment, expiration, termination, or cancellation of the Agreement.
3. The Statement must be prepared and certified by a duly authorized financial representative of the Company in accordance with Generally Accepted Auditing

Standards and must follow the sample Statement included in this Agreement as Exhibit D.

4. The Statement must include an opinion page stating the following:
 - a. To the best knowledge and belief of the duly authorized financial representative of the Company, all Gross Revenues derived from the business conducted under this Agreement have been included in the Statement, and the schedules and calculations used to develop the Statement are true, accurate, and complete.
 - b. The duly authorized financial representative of the Company has reviewed the accounting procedures and controls the Concessionaire uses to report Gross Revenues and payments made to the State.
 - c. The duly authorized financial representative of the Company has reviewed this Agreement, to include the definition of Gross Revenues and Articles VI (Fees and Payments) and XI (Audits, Reports, Books, and Records), and has performed such audit procedures as deemed necessary to determine whether or not the Concessionaire is in compliance with the financial terms of this Agreement.
5. The Concessionaire must sign the Statement to certify that, to the best of the Concessionaire's knowledge and belief, the information and calculations of Gross Revenues as reported on the Statement are true, accurate, and complete and reported in accordance with the terms and conditions of this Agreement.
6. If the duly authorized financial representative of the Company discovers any reportable internal control weaknesses that relate to the accounting systems and controls over Gross Revenues, the duly authorized financial representative of the Company will prepare a management letter to the Concessionaire. The Concessionaire will submit a copy to the State along with the Statement.
7. If the Statement shows an underpayment by the Concessionaire, the Concessionaire will submit payment with the Statement.
8. The Statement must be prepared by a duly authorized financial representative of the Company in accordance with Generally Accepted Auditing Standards. The Statement must be accompanied by an electronic file in current Microsoft Excel for Windows or other electronic file format acceptable to the State and a document signed by the duly authorized financial representative of the Company that includes an opinion paragraph stating the following:

- a. Whether anything came to the duly authorized financial representative of the Company's attention indicating that all Gross Revenues were not included; and
 - b. The duly authorized financial representative of the Company has reviewed this Agreement, in particular Article VI (Fees and Payments), Article XI (Audits, Reports, Books, and Records), and the definition of Gross Revenues in Article I (Definitions), and has performed such audit procedures as deemed necessary to determine the Concessionaire's compliance with those provisions of this Agreement.
- E. Preservation of Books and Records: The Concessionaire shall retain all books and records relating to its operations that are subject to Certified Activity Reporting under this Agreement. If the State does not specifically object to the contents of a report or statement furnished to it by the Concessionaire within six (6) years from the date the report or statement is furnished to the State, or one (1) year after completion of an audit conducted by the State, the contents of that report or statement will be deemed to be true and correct unless it can be established that the report or statement was fraudulently prepared. If the State objects to any report or statement, the Concessionaire shall preserve all books until the objection is resolved.
- F. Additional Supporting Data: The Concessionaire shall furnish the State with other financial or statistical reports that the State may occasionally request regarding the concession. This Section does not require the Concessionaire to submit data that is either confidential business information or trade secrets unless reasonably related to determining compliance with this Agreement, and the State provides for protection of such information from public disclosure.
- The Concessionaire shall provide all information requested by the State in a timely manner. If the auditor does not specify a deadline to submit requested information, the term "timely manner" shall mean "not more than thirty (30) days".
- G. Public Information: All books, figures, records, reports, statements, or similar items the Concessionaire submits to the State are public records and available for public inspection, except as may be provided under the previous section.
- H. Trustee Rights: The Trustee shall have, with respect to CFCs and FMCs, not less than all the rights, powers and remedies provided to the State under this Article, with the exception of the right to levy the performance bond under Section B.2 of Article X (Performance Bond). However, this Section does not limit any rights or powers of the Trustee or obligations of the Concessionaire under any custodial agreement, other agreement between the Trustee and the Concessionaire or other document relating to the CFCs and FMCs.

ARTICLE XII
CONSTRUCTION, REMODELING, AND REFURBISHMENT

A. General Construction Requirements:

1. Any Concessionaire alteration, construction, or improvement of the Consolidated Rental Car Facility, will be neat, presentable, and compatible with the architecture of the Terminals, as determined by the State, and performed at no cost to the State or concession fee credit from the State.
2. Before constructing any improvement to the Consolidated Rental Car Facility in compliance with the Sublease, the Concessionaire shall obtain the written approval of the State in the form of a State Building Permit that includes all required attachments and detailed drawings of the proposed construction. At the State's request, the Concessionaire shall also submit architectural renderings of the proposed improvement with samples of materials and colors.
3. The State will review the proposed construction and provide the Concessionaire written approval or disapproval.
4. The Concessionaire shall deliver detailed as-built drawings to the State within thirty (30) days after completing construction. The as-built drawings must show the location and dimensions of any structural, mechanical, electrical, or plumbing improvements the Concessionaire places or constructs in the Consolidated Rental Car Facility.
5. The Concessionaire is required to use the PWDS for all operations in the Consolidated Rental Car Facility that use any function provided by the PWDS.

B. Ownership:

1. On expiration of this Agreement, title to all fixtures and any other improvements installed by or on behalf of the Concessionaire, not required or permitted by the State to be removed by the Concessionaire and not previously vested in the State, vest in the State at that time unless expressly declined by the State.
2. On cancellation of this Agreement, title to all improvements vest in the State as described under Article XXI (Cancellation by State).

ARTICLE XIII
LEASE OF ADDITIONAL SPACE

If the Concessionaire requests additional space in the Terminals for administrative, storage or other purposes, and the State determines that suitable space is available, the State will lease the space subject to public notice and other requirements of law concerning the lease of Airport Terminal space under a separate Agreement.

ARTICLE XIV
PERSONNEL

The Concessionaire shall maintain adequate staff with the experience necessary to meet the provisions of this Agreement.

A. Manager:

1. The Concessionaire shall at all times during the term of the Agreement retain a qualified, competent, and experienced supervising manager who shall serve as the primary Concessionaire point of contact for the State regarding both this Agreement and occupancy in the Consolidated Rental Car Facility.
2. The Concessionaire shall at all times during the term of the Agreement retain a qualified, competent and experienced local manager (may be same manager as above if qualified) who shall serve as the local point of contact for the Concessionaire regarding operational issues under this Agreement.
3. The Concessionaire through the local manager or otherwise, shall be available during regular business hours and reasonably available twenty-four (24) hours a day, seven (7) days a week in the event of an emergency, and at all times during the local manager's absence, a responsible subordinate will be in charge and reasonably available.
4. The Concessionaire shall provide the State at all times, with all standard and emergency cellular and mobile telephone numbers, and electronic mail addresses, as applicable, for the local manager and any designated subordinate, so that the State may communicate with such manager and/or subordinate as it might, at its discretion, deem appropriate. The local manager, or designated subordinate, must have the ability to take action in response to any issues at the Airport or requests by the State within a twenty-four (24) hour period from first notice.
5. The Concessionaire shall provide the State with written notice within ten (10) days of the Effective Date indicating by name, business, home, telephone numbers, and business address of the local manager.

6. If at any time during the term of this Agreement the State is not satisfied with the supervising or local manager (or replacement manager) designated by the Concessionaire, or with the performance of the manager (or replacement manager), the State will notify the Concessionaire in writing setting forth the State's complaints. Within twenty (20) days of receipt of any such notice, the Concessionaire shall respond in writing detailing the corrective action taken to resolve the State's concerns. If the State remains unsatisfied, the State and the Concessionaire will meet and negotiate, in good faith, an equitable resolution to the local manager's deficiencies.
7. If during the term of this Agreement, the Concessionaire desires to change managers, it may do so only after having notified the State within ten (10) days of such change, in writing, and not before obtaining the State's prior written approval. The notice shall include the name, business, business address, and telephone numbers of the new manager and the effective date of the appointment.

B. Other Personnel:

1. The Concessionaire shall provide an adequate number of trained employees, supervisors and managers necessary to perform the duties and meet the customer service standards required herein. It is the intent of the parties hereto that the Concessionaire's employees, subcontractors, and joint venture partners maintain a high degree of professionalism.
2. All of the Concessionaire's employees that have customer contact shall be neat in appearance and courteous in manner. The Concessionaire agrees that it will be responsible for ensuring that these employees are informed of all laws, rules, and regulations applicable to their jobs at the Airport. If at any time during the term of this agreement the State is not satisfied with the performance of any of the Concessionaire's personnel, the State will notify the Concessionaire in writing setting forth the State's complaints. Within twenty (20) days of receipt of any such notice, the Concessionaire shall respond in writing detailing the corrective action taken to resolve the State's concerns. If the State remains unsatisfied, the State and the Concessionaire will meet and negotiate, in good faith, an equitable resolution to the personnel deficiencies.
3. The Concessionaire shall be responsible for any requirements of the FAA, the TSA, the State, or other regulating agencies regarding employee background checks and badging.

C. Periodic Meetings: The Concessionaire shall attend all meetings requested by the State throughout the term of this Agreement. The State will designate which officers and employees of Concessionaire shall attend each meeting and those officers and employees shall attend. The State recognizes that many of the Concessionaire's

officers and employees who are actively involved with the On-Airport Rental Car Concession at this Airport will not reside in the State and, as such, the State will exercise reasonable discretion when mandating attendance at meetings requested by the State.

ARTICLE XV
STATE'S RIGHTS OF ACCESS AND INSPECTION

A. Inspection:

1. The State, by its officers, employees, agents, representatives, and contractors, may at all reasonable times enter and inspect the Consolidated Rental Car Facility or observe the Concessionaire's performance of its obligations under this Agreement, or take any action that the State is obligated to take under this Agreement.
2. The Concessionaire shall not claim, nor will the State provide, any fee abatement if the State exercises this right. The State will take all reasonable steps to minimize interference with the Concessionaire's activity in the Consolidated Rental Car Facility, except for an emergency.

B. Access:

1. The Concessionaire shall provide emergency telephone numbers where the State may reach the Concessionaire or the Concessionaire's agent on a twenty-four (24) hour basis.
2. The State will bear no obligation to repair, replace, alter, install, or maintain any mechanical, electrical, plumbing, heating, cooling, ventilation, fire protection, telecommunication, or other system necessary to the proper functioning with respect to the Consolidated Rental Car Facility, but will require under the Land/Building Lease that the Land/Building Lessee bear complete responsibility for all aspects of maintenance and operation of that facility. Nevertheless, the State will also reserve the right, but not the responsibility, to enter any part of the Consolidated Rental Car Facility to perform any function the State determines necessary for public safety or for preservation of the facility and without liability to the Concessionaire for interruption or for any damage to the facility or to improvements or portions used or occupied by the Concessionaire.
3. As a result of any entry under this Section, the State is liable only for its own negligence and for returning the Consolidated Rental Car Facility, to its former

condition using the same or comparable materials as originally used. Any State repair, replacement, alteration, installation, or maintenance will not unreasonably interfere with the Concessionaire's use of the Consolidated Rental Car Facility. Nothing in this Section in any way relieves the Concessionaire of any obligation to maintain its lease space and improvements.

4. At any time during this Agreement, the State, by its agents and employees, whether or not accompanied by prospective concessionaires, occupiers, or users of the Consolidated Rental Car Facility, may enter the Consolidated Rental Car Facility to exhibit, view, or photograph any part of the Consolidated Rental Car Facility. A State official, after advance coordination with the Concessionaire, will accompany any prospective concessionaire that requests to measure or photograph the Consolidated Rental Car Facility.

ARTICLE XVI **STATE SERVICES**

A. State Services:

1. The State will bear no obligation to maintain the electrical, public address, plumbing, and heating systems in good condition and repair, with respect to the Consolidated Rental Car Facility, but will require under the Land/Building Lease that the Land/Building Lessee bear complete responsibility for all aspects of maintenance and operation of that facility. Any maintenance obligations of the Concessionaire with respect to the Consolidated Rental Car Facility will be stated in the Sublease.
2. The State will maintain and repair all elevators and escalators outside the Consolidated Rental Car Facility but providing access to the Consolidated Rental Car Facility and shall maintain access to the Consolidated Rental Car Facility, subject to temporary shutdown for maintenance and repair. However, the State may, at any time, temporarily or permanently close, consent to or request the closing of any roadway or other right-of-way for such access, ingress or egress, whether inside or outside the Consolidated Rental Car Facility, so long as a means of access, ingress or egress reasonably equivalent to that formerly provided, and not adverse to the Concessionaire's continued use and enjoyment of the Consolidated Rental Car Facility is reasonably substituted and is concurrently made available.
3. The State will, to the extent provided in the Land/Building Lease, maintain and repair the tunnel, leading to the Consolidated Rental Car Facility and maintain access to the Consolidated Rental Car Facility, provided that the State's repair obligation under this paragraph with respect to any portion of tunnel constructed by the Developer shall begin only upon expiration of the construction warranty period.

4. The Concessionaire understands and agrees that there may be inconvenience caused by construction, maintenance or renovations at the Airport and roadways, and the Concessionaire hereby releases and discharges the State from any and all claims, demands or causes of action which the Concessionaire now or at any time hereafter may have against the State arising or alleged to arise out of the closing of any right-of-way or other area used as such, whether within or without of the Consolidated Rental Car Facility, so long as the State makes available a means of free access, ingress or egress reasonably equivalent if available to that existing prior to each such modification, if any.
5. The State may also, at any time the State reasonably determines necessary to protect public health, safety or welfare, temporarily or permanently close or consent to or request the closing of any roadway or other right-of-way for such access, ingress or egress, inside or outside of the Consolidated Rental Car Facility, without liability of any kind to the Concessionaire whether or not a means of access, ingress or egress exists reasonably equivalent to that formerly provided and whether or not adverse to the Concessionaire's continued use and enjoyment of the Consolidated Rental Car Facility.

B. Hold Harmless: The Concessionaire waives any claim and holds the State harmless for damages that may arise out of or result from any failure or interruption of utility services furnished by or through the State that includes, but not limited to, stoppage in electrical energy, space heating, or the failure or interruption of any public or passenger convenience.

ARTICLE XVII **LAWS AND TAXES**

This Agreement is subject to all State of Alaska laws and regulations, including those relating to leasing facilities and granting privileges at State of Alaska Airports.

A. Laws:

1. At no expense to the State, the Concessionaire shall conduct any activity or business authorized under this Agreement in compliance with all federal, state, and local laws, ordinances, regulations, and Airport rules, that are either now, or in the future, in force that may apply to the business authorized under this Agreement, or to the use, care, operation, maintenance, and protection of the Airport, including matters of health, safety, sanitation, and pollution.
2. The State is not liable to the Concessionaire for any diminution or deprivation of the Concessionaire's rights due to the exercise of any authority, nor is the Concessionaire entitled to terminate the whole or any portion of this Agreement by reason of the State's exercise of any authority.

3. The Concessionaire shall comply with any State of Alaska and federal regulation governing hazardous substances, including hazardous wastes, and any State instructions regarding environmental concerns, regardless of whether based on specific law, regulation, or order of any governmental authority. In addition, the Concessionaire assumes responsibility for any spill of oil, oil-based substance, or hazardous substance attributable to its operation under this Agreement. The Concessionaire shall properly handle spills of hazardous substances. The Concessionaire shall immediately notify the State of any spill that occurs as well as the action taken. The Concessionaire shall provide the State copies of any written spill or other reports regarding action taken as soon as the reports are available. With respect to any such occurrence, the Concessionaire shall indemnify, defend, save, and hold the State and its employees harmless from any loss, claim, suit, or judgment.
 4. The Concessionaire shall comply with applicable requirements imposed on the State by federal law to ensure that eligibility for federal funding or for participation in a federal aviation program by the State is not jeopardized, and all applicable orders issued by the Airport.
- B. Taxes: The Concessionaire shall obtain all necessary licenses and permits, pay all taxes lawfully imposed on its business, and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance.
- C. Disputes: The laws of the State of Alaska, including 17 AAC 42.910 and 920, will govern in any dispute between the parties. The parties will bring any lawsuit before the courts of the State of Alaska if any such dispute results in a lawsuit.
- D. Claims: The Concessionaire shall notify the State of any claim, demand, or lawsuit arising out of the Concessionaire's rights granted or the operations authorized under this Agreement. At the State's request, the Concessionaire shall cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit that affects the rights granted the Concessionaire under this Agreement.

ARTICLE XVIII

ADDITIONAL FEES AND CHARGES

- A. The Concessionaire shall pay the State, within thirty (30) days, any additional fees and charges where the State has paid any sum or sums, or has incurred any obligations or expenses for which the Concessionaire has agreed, either expressly or by implication, to pay or reimburse the State herein or if the State incurs any obligations or expenses because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of its obligations under this Agreement. Such payments may include all interest, costs, damages, and expenses reasonably related to such sums so paid or expenses so incurred.

- B. The Concessionaire shall also pay to the State within ten (10) days after the last day of each month this Agreement exists, all other fees, charges and sums as a result of any utility and service charges, and any other expenses incurred by the State on account of the Concessionaire for which the State is entitled to reimbursement whether express or implied herein, and such other fees, charges, levies as are prescribed or contemplated hereunder.
- C. The State will have a lien upon all removable fixtures and other trade fixtures of the Concessionaire placed at the Airport, to the extent permitted by law, for the purpose of securing the payment of all sums of money which may be due to the State from the Concessionaire under this Agreement.

ARTICLE XIX

INSURANCE AND INDEMNIFICATION

A. Indemnification:

1. The Concessionaire shall indemnify, defend, and hold the State, its agents, and employees harmless from and against any and all liability, loss, suit, obligation, claim, judgment, fine, demand, damage, penalty, property damage or personal injury of whatever kind, including sums paid in settlements of claims, attorney fees, consultant fees, expert fees, or costs incurred arising directly or indirectly from or connected with this Agreement, the Concessionaire's use and occupation of the Consolidated Rental Car Facility, the Concessionaire's operations and employees, customers, or sublessees.
2. If any mechanics' liens or other liens or orders for the payment of money shall be filed against the Consolidated Rental Car Facility, or any portion thereof, by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for the Concessionaire, or for or by reason of any change, alteration or addition or the cost or expense thereof, or any contract relating thereto, or against the State as owner thereof, the Concessionaire shall within thirty (30) days cause the same to be canceled and discharged of record, by bond or otherwise at the election and expense of the Concessionaire, and shall also defend on behalf of the State, at the Concessionaire's sole cost and expenses, and vacation, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders.
3. Without limiting the foregoing, this indemnification obligation includes payment of all costs of any investigation of site conditions, or any cleanup, abatement, remediation, removal or restorative work required by the Agreement, or by any federal, State, or local government agency with appropriate jurisdiction because of hazardous substances present in the soil or groundwater on or under the Consolidated Rental Car Facility or other affected land, which contamination the

Concessionaire caused, materially contributed to, or assumed under an assignment.

4. Notwithstanding the other paragraphs of this Article, if more than sixty percent (60%) of the legal cause of the loss or obligation is due to the State's negligence or willful misconduct, the loss or obligations is to be apportioned between the Concessionaire and the State according to comparative fault. The Concessionaire and the State will seek, in good faith, to agree to an apportionment of the loss or obligation independent of litigation.
5. The Concessionaire and the State shall each give the other prompt notice of any suit, claim, action, or other matter to which any portion of this Section may apply, together with a copy of any letter by an attorney on behalf of a complainant, any complaint filed in court, and any notice or complaint by any regulatory agency. The Concessionaire shall also use counsel acceptable to the State and the Alaska Department of Law in carrying out its defense obligations under Paragraph (1) of this Section. The State shall also have the right, at its option, to participate cooperatively in the defense of and settlement negotiations regarding any such matter without relieving the Concessionaire of any of its obligations under this provision. These indemnity obligations are in addition to, and not limited by, the Concessionaire's obligation to provide insurance, and shall survive the expiration or earlier termination of this Agreement.

B. Insurance:

1. At no expense to the State, the Concessionaire shall secure and keep adequate insurance in force during this Agreement to protect the State and the Concessionaire. Where specific limits are stipulated, they are the minimum acceptable limits. If the Concessionaire's insurance policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.
 - a. Commercial general liability insurance with coverage limits not less than one million dollars (\$1,000,000) combined single limit per occurrence where generally applicable, including On-Airport operations, independent contractors, products and completed operations, broad form property damage, blanket contractual, and personal injury endorsements. This coverage must include liability insurance with respect to the Concessionaire's personal property, fixtures, and activities in the Consolidated Rental Car Facility, including fueling, car washing, and vacuuming equipment.
 - b. Worker's compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045. The Concessionaire is responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this Agreement.

- c. Automobile liability insurance covering all Concessionaire's owned, hired, and non-owned Rental Cars with coverage limits not less than one million dollars (\$1,000,000) combined single limit per occurrence.
 - d. All-risk property insurance for the Concessionaire's furnishings, fixtures, improvements, and equipment equal to the full replacement cost, including, casualty insurance on its personal property and fixtures in the Consolidated Rental Car Facility, including fueling, car washing and vacuuming equipment.
2. By no later than May 1, 2026, the Concessionaire shall provide the State with proof that it will have continuous insurance coverage in the form of an insurance policy or a certificate of insurance meeting the then-applicable requirements under this Agreement. All insurance required by this Article must meet the following requirements:
 - a. Name the State as additional insured for commercial general liability insurance.
 - b. Provide the State notification at least thirty (30) days before any termination, cancellation, or material change in insurance coverage.
 - c. Include a waiver of subrogation for worker's compensation insurance, auto liability, and all-risk property insurance so that the insurer waives all rights of subrogation against the State for payments made under the policy.
3. The State may approve a program of self-insurance under which the Concessionaire funds a risk pool to cover risks of liability otherwise required to be covered by insurance under this Agreement, provided the State is satisfied that the protection afforded by that program provides a level of coverage and security equivalent to that provided by commercial insurance subject to State insurance regulations. In the event the Concessionaire desires to rely on a self-insurance program to satisfy the requirements stated in this Section B, the Concessionaire shall provide the State with the certification of the Concessionaire's risk manager describing the Concessionaire's insurance risk pool and coverage fund and any other related information the State reasonably deems necessary for the State to evaluate whether the Concessionaire's self-insurance program provides protection and security equivalent to the requirements stated above.
4. The insurance coverage requirement does not relieve the Concessionaire of any other obligation under this Agreement. The State may revise the amount or type of required insurance by written notice. The State will base any such revision on reasonable grounds.

5. The Concessionaire agrees that if the Concessionaire's insurance coverage lapses or is cancelled, the State has the right to halt the Concessionaire's operations and activities immediately upon written notice. The Concessionaire's operations and activities must remain halted until the State receives evidence that the Concessionaire has obtained current insurance coverage meeting the requirements of this Agreement. The State's halting of the Concessionaire's operations and activities is not a waiver or relinquishment of any provision of this Agreement.

ARTICLE XX

CANCELLATION BY STATE

- A. **Breach of Agreement**: The State may cancel this Agreement and require the Concessionaire to vacate the Consolidated Rental Car Facility by giving the Concessionaire thirty (30) days advance written notice if any of the following events occur, unless the breach is cured within the thirty (30) days:
 1. The Concessionaire does not pay any rent, fee, penalty, or other charge when due under this Agreement.
 2. A check for any payment to the State is returned for insufficient funds.
 3. The Concessionaire uses the Consolidated Rental Car Facility or any premises under the Land/Building Lease, for any purpose not authorized under the Land/Building Lease.
 4. A petition in bankruptcy is filed by or against the Concessionaire.
 5. A court enters a judgment of insolvency against the Concessionaire.
 6. A trustee or receiver is appointed for the Concessionaire's assets in a proceeding brought by or against the Concessionaire.
 7. A lien is filed against the Consolidated Rental Car Facility because of any act or omission of the Concessionaire and the lien is not removed, enjoined, or a bond of satisfaction of the lien is not posted within sixty (60) days.
 8. The Concessionaire fails to operate the business authorized under this Agreement on a continuous basis without the State's advance written approval.
 9. The Concessionaire does not meet the Agreement's SBEC goal or the State's ACDBE goal without adequately documenting to the State's satisfaction its good faith efforts to do so.

10. The cessation or deterioration of any service that, in the State's determination, materially and adversely affects the service the Concessionaire is required to perform under this Agreement.
 11. The Concessionaire does not perform any provision or covenant under this Agreement or any provision of any Order by the Commissioner pertaining to CFCs or FMCs.
- B. Stay of Cancellation Notice: A cancellation notice issued by the State under this Article is stayed if, within the thirty (30) day notice period, the Concessionaire begins and continues expeditious action to cure the breach in the case of a breach that is not reasonably curable within thirty (30) days. The determination of "expeditious action" and "not reasonably curable" is at the State's sole discretion.
- C. No Implied Waiver: The Concessionaire shall not construe any waiver by the State of any default on the part of the Concessionaire in the performance of any provision, covenant, or condition to be performed, kept, or observed by the Concessionaire as a waiver by the State at any time thereafter of any other default or subsequent default in performance of any provision, covenant, or condition of this Agreement. After a State waiver of default in one or more instances, the State is not required to provide notice to the Concessionaire to restore or revive time as of the essence under this Agreement. The waiver of any right or obligation under this Agreement is not effective nor binding on the Concessionaire unless it is in writing and signed on behalf of the State.
- D. Failure to Pay CFCs or FMCs. The State may (and upon the direction of any Trustee following the notification and cure procedures set forth below, the State shall) cancel this Agreement with respect to the Concessionaire if the Concessionaire fails to collect or remit its CFCs or FMCs within fifteen (15) days after they are due. The State's obligation to cancel this Agreement at the direction of the Trustee is conditioned upon absence of cure of the default and the Trustee's prior submission to the State of documentation so showing to the reasonable satisfaction of the State, which shall be satisfied by submission of documentation showing:
1. The basis for the proposed cancellation and evidence that such termination is permitted under this Agreement—including (1) if available to the Trustee, documentation of the Concessionaire's Transaction Days, its collection, payment and shortfall in collection or payment of applicable CFCs or FMCs as required and (2) a statement of each provision of this Agreement, of the Order of the Commissioner adopting the CFC or FMC, or of any custodial agreement or other agreement between the Trustee and the Concessionaire to which the Trustee certifies that the Concessionaire is subject, of which the Trustee certifies the Concessionaire to be in default;

2. That the Concessionaire subject to termination has first been provided not less than fifteen (15) days' notice of the basis for the proposed termination and an opportunity to cure or rebut that basis (which period shall run concurrently with the fifteen (15) day period described above); and
 3. That the Concessionaire has failed to cure or rebut the basis for the proposed termination within such notice period; documentation shall be deemed satisfactory if it includes a certification by the Trustee that no cure has been effected, together with back-up materials that include a copy of any response by the Concessionaire to the notice required above, and any explanation necessary to demonstrate that the response does not negate the default.
- E. Termination of Sublease. The State shall cancel this Agreement if the Sublease is terminated in accordance with its terms, including terms under the Sublease for notice to the Concessionaire and opportunity to cure.
- F. Effective Date of Cancellation: Cancellation by the State under Section D or E above is effective immediately upon receipt of notice by the Concessionaire from the State.
- G. Additional Rights of the State: The State shall on or after cancellation of this Agreement, direct the Land/Building Lessee to terminate the Sublease and evict the Concessionaire. The State may also pursue any other remedies available at law or in equity.
- H. Survival of Concessionaire's Obligations: If the State cancels this Agreement for cause, all of the Concessionaire's annual guarantee or percentage payment obligations, as well as the obligation to remit CFCs and FMCs to the Trustee, under this Agreement will thereby immediately be accelerated and due without reducing any and all other damages to which the State may be entitled by law for the entire balance of the term, subject to the State's obligation to mitigate damages. The State may issue notices of amounts due, reviewable only under the protest and appeal procedures of 17 AAC 42.910 and 920, and may maintain separate actions to recover any monies then due, or at its option and at any time, may sue to recover the full deficiency.

The amount of damages payable to the State for the time subsequent to cancellation is the sum of the following:

1. The cumulative total of the Concessionaire's Annual Guarantee obligation, less the amount paid before the effective date of cancellation.
2. The liquidated damages specified in this Agreement, including for any time of unapproved closure before the effective date of cancellation.

The Concessionaire acknowledges that the damages specified in this Section do not affect the State's right to damages if cancellation occurs before the Concessionaire receives any Gross Revenues under this Agreement. The Concessionaire also acknowledges that the damages specified in this Section do not affect the rights of the Trustee with respect to CFCs and FMCs or the rights of the Land/Building Lessee under the Land/Building Lease.

- I. Waiver of Redemption and Damages: The Concessionaire waives any right of redemption granted by or under any present or future law or statute if the Concessionaire is dispossessed for any cause, or if, in any lawful manner, the State obtains or retains possession of the Land/Building Lessee or of any area of the Consolidated Rental Car Facility allocated to the Concessionaire. For the benefit of the Land/Building Lessee, the Concessionaire acknowledges that if the manner or method employed to gain possession of the Exclusive Use Premises within the Consolidated Rental Car Facility gives rise to a cause of action in the Concessionaire for forcible entry and detainer under the laws of the State of Alaska, the total maximum amount of damages to which the Concessionaire may be entitled is the sum of one dollar (\$1). The Concessionaire also acknowledges that this provision may be filed in any action as its stipulation fixing the amount of damages to which it is entitled.

ARTICLE XXI

CANCELLATION BY CONCESSIONAIRE

- A. The Concessionaire may cancel this Agreement by giving the State sixty (60) days advance written notice if any of the following events occur:
 1. The permanent abandonment of the Airport by all passenger airlines or the removal of all airline passenger service from the Airport for a period of at least ninety (90) consecutive days.
 2. The lawful assumption by the United States government or its authorized agent, of the operation, control, or use of the Airport, or any substantial part of the Airport, that restricts the Concessionaire from operating its business under this Agreement for a period of at least ninety (90) consecutive days.
 3. A court of competent jurisdiction issues an injunction that prevents or restrains the use of the Airport by all airlines, provided the injunction remains in force for at least ninety (90) consecutive days.
- B. The Concessionaire must, within a maximum of five (5) calendar days after the end of the Concessionaire's sixty (60) day advance written notice period, remove all of its personal property, equipment, furniture, and fixtures from the Consolidated Rental Car Facility, as applicable. The Concessionaire acknowledges that as part of the consideration for this Agreement, all property remaining on the Consolidated Rental

Car Facility after these five (5) calendar days becomes the sole property of the State, with full title vested in the State unless the property is contaminated with any hazardous substance or is rejected by the State by written notice to the Concessionaire in or the property's automatic vesting would violate an applicable statute or regulation. The State may remove, modify, sell, or destroy the property as it sees fit. The Concessionaire shall pay the State for any cost the State incurs in property removal and disposal within thirty (30) days of the billing date.

ARTICLE XXII

SUBSEQUENT CONTRACT

- A. Subsequent Contract Award: The Concessionaire acknowledges that on the expiration or cancellation of this Agreement, the State may award any subsequent On-Airport Rental Car contract by any legal means then available to the State.
- B. Transition Schedule at Expiration or Concessionaire Cancellation:
1. The Concessionaire understands that it is neither practical nor possible for the State to predict the exact transition schedule and procedure to best serve the needs of the traveling public and the State at the expiration or Concessionaire cancellation of this Agreement.
 2. The State will provide the Concessionaire a written notice of the transition plan determined by the State to best serve the needs of the traveling public and the State at least thirty (30) days before turning the business over to a succeeding Concessionaire.
 3. The Concessionaire shall diligently execute the transition plan determined by the State, abide by its time schedule, and cooperate with the State and the succeeding Concessionaire in carrying out the transition plan. In any dispute between the Concessionaire and the succeeding Concessionaire during the transition period, the Concessionaire shall abide by the decision of the State.
 4. At the expiration of this Agreement, the State may, in any combination, assume title to, direct the Concessionaire to remove, or allow the Concessionaire sell to the succeeding concessionaire, all or specified of the furnishings, fixtures, and equipment located on the Consolidated Rental Car Facility. The sale price shall be equal to any unamortized balances of the furnishings, fixtures, and equipment to be sold. For reimbursement and purchase issues covered by this Agreement, the Concessionaire shall amortize all furnishings, fixtures, and equipment from the earliest of acquisition, installation or use, over a five-year period using the straight-line method.
- C. Fixtures and Furnishings: At the expiration of this Agreement, all fully amortized furnishings, fixtures, and equipment will vest in the State except for any furnishings,

fixtures, and equipment the State directs the Concessionaire to remove or that is contaminated with a Hazardous Substance. If the Concessionaire does not remove any furniture, fixtures and equipment within five (5) calendar days after expiration if directed to do so by the State, the State may remove, sell, modify, or destroy these items as it sees fit. The Concessionaire will, within thirty (30) days after the State bills the Concessionaire, reimburse the State for any costs the State incurs in removal and disposal.

ARTICLE XXIII **ASSIGNMENT OR SUBCONTRACT**

- A. Prohibition: The Concessionaire shall not mortgage, hypothecate, nor otherwise encumber or assign the concession rights created under this Agreement, in whole or in part, without the advance written consent of the State under 17 AAC 42.260-275, as applicable. Any attempt to assign, mortgage, hypothecate, or encumber the concession rights in violation of this Article is void and will confer no right, title, or interest in nor to this Agreement, on any assignee, mortgagee, encumbrancer, pledgee, lienholder, subtenant, successor, or purchaser.
- B. Approval by State: The Concessionaire shall submit three copies of any proposed assignment or subcontract to the State for advance written approval. Each copy must bear the original notarized signature of all parties. All covenants and provisions of this Agreement extend to and bind the legal representatives, successors, and assignees of the parties. State will, after careful review, approve or disapprove the request and will so inform the Concessionaire in writing.
- C. Merger, Consolidation, or Reorganization: The State will not unreasonably withhold its consent to an assignment of this Agreement by the Concessionaire to a corporation that results from a merger, consolidation, or reorganization of the Concessionaire to a corporation that purchases all or substantially all assets of the Concessionaire or to any corporation that controls or is controlled by or is under common control with the Concessionaire.
- D. Transfer of Interest:
1. For purposes of this Article, any single or cumulative transfer of more than fifty percent (50%) interest in a partnership, limited liability company or corporation is an assignment of an interest subject to approval under this Article.
 2. Merger, consolidation, or sale of assets of the Concessionaire with, or to, another On-Airport Rental Car Concessionaire at the Airport is not grounds for cancellation of the Concessionaire's Agreement. The Concessionaire may consolidate its operations with another On-Airport Rental Car Concessionaire at the Airport only upon approval by the State and only if both concessionaires are current on all obligations to the State under their respective Concession

Agreements. Such consent will not be unreasonably withheld. If the State grants its consent to consolidation of operations of two existing concessionaires, the following shall occur:

- a. The consolidated operation will select one of the Concession Agreements for modification only to the effect that the consolidated operation shall assume all obligations and liabilities of the consolidating concessionaires and be treated as a single concessionaire under that concession agreement, occupying a single counter space and return rows of one of the pre-consolidated concessionaires.
- b. The new Annual Guarantee of the consolidated operation shall be the sum of the combined Annual Guarantees of the consolidating concessionaires under the terms of their pre-consolidation concession agreements.
- c. The State reserves the right to rebid or otherwise to make available under 17 AAC 42 any On-Airport Rental Car Concession vacancy created by the consolidation of two existing On-Airport concessionaires. In the event the State re-bids or otherwise makes available such a vacancy, the provisions of Article IV (Rights Granted and Obligations Imposed) Section D (Reservations), apply to the allocation of space to accommodate any new concessionaire.
- d. Reallocations in the event of company consolidation will be in accordance with the Land/Building Lease and the Subleases.

ARTICLE XXIV **GENERAL COVENANTS**

- A. Affirmative Action: The Concessionaire shall undertake any affirmative action program required by 14 CFR, Part 152, Subpart E to ensure that the Concessionaire shall not exclude any person from participating in any employment activity covered by 14 CFR, Part 152, Subpart E on the grounds of race, creed, color, national origin, or sex. The Concessionaire shall not exclude any person on these grounds from the participation in or the receipt of the service or benefit of any program or activity covered by the subpart. The Concessionaire further understands that it will require its covered suborganizations to provide assurances to the State that they will also undertake affirmative action programs and require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E.
- B. Approval by State: The State will not unreasonably withhold any approval required under this Agreement.
- C. Bid Documents: All documents issued by the State, and all documents submitted by the Concessionaire, in connection with the Invitation to Bid for On-Airport Rental Car Concessions Sample Agreement ADA-32683, including the public notice inviting

Bids, Terms of Invitation, Instructions to Bidders, Bid Submittal Form, Bidder's Affidavit, Bidder's Questionnaire, Sample Concession Agreement and Supplemental Information as modified or supplemented by addenda, and all other documentation required in the ITB, together with all documents and information submitted by the Concessionaire with either a Bid or application to become an On-Airport Rental Car Concessionaire.

- D. Captions: The captions of the Articles and Sections of this Agreement are for convenience only and do not necessarily define, limit, describe, or construe the contents of any Article or Section. The use of the singular or plural form of words is intended to include both the singular and plural, as appropriate.
- E. Condemnation: This Agreement ends on the date the Concessionaire is required to leave the Airport if any proper authority condemns the Airport. The State is entitled to all condemnation proceeds. However, the State will pay the Concessionaire the portion of proceeds attributable to the fair market value of any improvements placed on the Airport by the Concessionaire, according to the provisions of the then current Alaska Administrative Code.
- F. Costs and Fees Incurred to Enforce Agreement: The Concessionaire shall pay, within thirty (30) days of the billing date, any cost or damage that the State incurs due to any failure of the Concessionaire to comply with a provision of this Agreement, including a cost, to include legal and administrative costs, to correct a violation that creates an imminent threat to public health or safety. Such costs and damages shall include any expense incurred by the State to correct a violation of a term of this Agreement, as well as all reasonable actual expenses, costs, and attorney fees the State may incur, with or without formal action, to enforce, defend, or protect this Agreement or the State's rights under this Agreement, including any expense incurred with respect to environmental compliance or bankruptcy. Any amount payable under this section will be subject to Article VI (Fees and Payments) and will be subject to default for nonpayment under Article XXI (Cancellation by State). All remedies of the State under this Agreement are cumulative and in addition to any and all other remedies available at law or equity. The protest and appeal procedures of 17 AAC 42.910 and 42.920 constitute the sole procedures for review of a decision by or action of the State with respect to this Agreement.
- G. Disasters: If, in the determination of the State, fire, flood, earthquake or other disaster damages the Airport so extensively as to render it untenable, either party may elect to terminate this Agreement on thirty (30) days written notice to the other party. If this Agreement is terminated because of a disaster, the State will prorate the fees payable to the State under this Agreement up to the time the Airport becomes untenable.
- H. Entire Agreement: This Agreement, including any amendment, and any item listed under Section D. of this Article, constitutes the entire Agreement between the

parties. No modification or amendment of this Agreement is effective unless in writing and signed by both parties, except as stipulated in Section N. of this Article.

- I. Equal Footing: No provision of any new or revised contract between the State and any new or existing On-Airport Rental Car Concessionaire, shall contain terms more favorable to such concessionaire than granted herein except to any limited extent reasonably necessary to satisfy 49 CFR Part 23, unless the State makes the same terms available to the Concessionaire to accept or decline. However, the State shall not enter into any new contract or amendment that contains different terms relating to the CFC, FMC, or operation and use of the Consolidated Rental Car Facility unless first approved by a Majority in Interest and permitted under the documentation relating to any outstanding indebtedness secured by CFCs. The intent of this provision is to ensure that all On-Airport Rental Car Concessionaires compete on as equal of terms as possible.
- J. Execution by State: This Agreement is not effective until signed by the Commissioner of the Department of Transportation and Public Facilities, or the Commissioner's designated representative.
- K. Force Majeure: Neither the State nor the Concessionaire is in violation of this Agreement for nonperformance to the extent that performance is prevented by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, an act of God, an act of the public enemy, an act of superior governmental authority, weather conditions, riot, rebellion, sabotage, or any other circumstance for which the obligated party is not responsible and which is beyond its control. This provision does not, however, excuse the Concessionaire's obligation to pay fees accrued before, or continuing to accrue on business transaction before or in spite of, an even or condition listed in this provision.
- L. Holding Over: If the Concessionaire holds over after this Agreement expires, the holding over does not operate as a renewal or extension of the rights granted under this Agreement, but, to the extent the State consents, creates a month-to-month tenancy, regardless of any payment accepted by the State. The Concessionaire's obligations to perform under this Agreement will continue until the State terminates the month-to-month tenancy. Either party may terminate the holdover tenancy at any time by giving the other party at least thirty (30) days written notice. Unless otherwise mutually agreed by both parties, payment for any holdover period shall be the same fee structure described in Article VI (Fees and Payments) of this Agreement.
- M. Interrelationship of Provisions: All provisions of this Agreement and the associated ITB documents are essential parts of this Agreement and are intended to be cooperative, to provide for the use of the Airport, and to describe the respective rights and obligations of the parties to this Agreement. Each party will fully perform all provisions of this Agreement and the associated ITB documents. In case of

discrepancy, computed dimensions govern over scaled dimensions unless obviously incorrect.

- N. Modification: The Concessionaire acknowledges that the State may modify this Agreement to meet the revised requirements of federal or state grants, to operate the Airport, or to conform to the requirements of any revenue bond covenant to which the State of Alaska is a party. The State may make these modifications without formal amendment. However, a modification may not reduce the rights or privileges granted the Concessionaire under this Agreement or cause the Concessionaire financial loss. The Concessionaire shall be notified of any such modification. The State will provide to the Trustee notice of any proposed modification to terms relating to the CFC, FMC or operation and use of the Consolidated Rental Car Facility and will not adopt such a modification without the Trustee's consent unless such modification would have no reasonably foreseeable material adverse effect on holders of indebtedness secured by the CFC.
- O. National Emergency: The State is not liable for the inability to perform any part of this Agreement that results from national emergency declared by the federal government.
- P. No Waiver: If the State does not insist in any one or more instances on the strict performance by the Concessionaire of any provision or Article under this Agreement, it is not a waiver or relinquishment for the future, but the provision or Article will continue in full force. The State's failure to enforce any provision or Article in this Agreement is neither an enforceable waiver nor subject to reasonable reliance unless it is stated expressly as a waiver in writing and signed on behalf of the State.
- Q. Nondiscrimination: The Concessionaire shall not discriminate on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, or disability against any Customer, patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. The Concessionaire recognizes the right of the State to take any action necessary to enforce this covenant, including actions required by any federal or State law.
- R. Notices:
1. Unless otherwise requested, all required notices, requests, consents, and approvals will be delivered by electronic mail (email) to the email address or addresses provided by the respective Parties. Each email communication or attached document will be considered delivered when it is dispatched by the sender to each of the email addresses specified by the recipient, unless the sender receives an automatic notification that the email has not been received within two hours of dispatch for all provided email addresses.

2. If automatic notification of email non-delivery is received by the sender for all provided email addresses, or the sender has a good faith belief that the emails are not being delivered, the sending party will first attempt to contact the receiving party by telephone and verify email addresses and delivery of the relevant notice. If the sending party cannot readily contact and verify delivery, the sending party will deliver the notice in writing and served personally, or send by registered or certified mail, or by a nationally or internationally recognized courier service (e.g., DHL, FedEx, UPS) and with proof of delivery.

3. Upon request from either Party required notices, requests, consents, and approvals shall be delivered in writing and served personally, or sent by registered or certified mail, or by a nationally or internationally recognized courier service (e.g., DHL, FedEx, UPS) and with proof of delivery. Delivery of notices shall be to the following addresses:

State: Ted Stevens Anchorage International Airport
 Address: Leasing & Property Management
 P.O. Box 196960
 Anchorage, Alaska 99519-6960
 Email Address: dot.aia.leasing@alaska.gov
 Phone: 907-266-2688

Concessionaire: _____
 Address: _____

 Email Address: _____
 Phone: _____

All notice periods that begin by notice given by the State or the Concessionaire begin on the date the notice is received.

- T. Quiet Enjoyment: The State covenants that it has full, unencumbered title to the Airport; that it has the right and lawful authority to execute this Agreement; and that, the State will not unreasonably interfere with the Concessionaire's peaceful and uninterrupted use of the Consolidated Rental Car Facility in compliance with its Sublease.

- U. Radio Interference: At the State's request, the Concessionaire shall discontinue the use of any machine or device that interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated. The Concessionaire may not install or use wireless technology without the written consent of the State and the receipt of an approved Airport Building Permit.

- V. Surrender of Possession: The Concessionaire shall yield possession of the Consolidated Rental Car Facility to the Land/Building Lessee, on the date of expiration or earlier cancellation of this Agreement or its Sublease promptly, peaceably, quietly, and in as good order and condition as the same is now or later improved by the Concessionaire or the State, reasonable use and wear-and-tear excepted.
- W. Time: Time is of the essence in the performance of all rights and obligations of the parties to this Agreement.
- X. Validity of Parts: The remaining parts of this Agreement continue in full force if any part is declared invalid by a court of competent jurisdiction.
- Y. Third-Party Beneficiary: The Trustee is an intended third-party beneficiary of all provisions of this Agreement directly relating to CFCs and FMCs and is entitled to enforce each such provision against the Concessionaire, providing notice to the State of any such enforcement effort.

IN WITNESS WHEREOF, the parties have set their hands the day and year stated in the acknowledgment below.

(If the Concessionaire is a partnership or joint venture, all general partners or venturers of the joint venture must sign. If the Concessionaire is a corporation, provide the signature of one or more authorized representatives as required to obligate the corporation together with proof of authorization. If the Concessionaire is a limited liability company, provide the signature of the manager or, if there is no manager, provide the signature of a member of the company authorized to bind the company.)

(Corporate Seal if
a corporation)

Company

Signature

Title

PLEASE BE SURE TO NOTARIZE ON THE FOLLOWING PAGE.
(Copy and attach additional acknowledgment sheets as needed.)

ACKNOWLEDGMENT

STATE OF _____)
)ss.
)
(Judicial District or County)

THIS IS TO CERTIFY that on this _____ day of _____, 2026,
personally appeared _____, known to me to be
the person named in and who executed the foregoing instrument, and who
acknowledged before me that the foregoing instrument was freely and voluntarily
executed with full authority for the uses and purposes set forth.

Notary Public in and for: _____

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)ss.
)
(Judicial District or County)

THIS IS TO CERTIFY that on this _____ day of _____, 2026,
personally appeared _____, known to me to be
the person named in and who executed the foregoing instrument, and who
acknowledged before me that the foregoing instrument was freely and voluntarily
executed with full authority for the uses and purposes set forth.

Notary Public in and for: _____

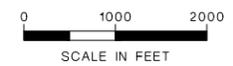
My Commission Expires: _____

STATE OF ALASKA



NORTH TERMINAL

SOUTH TERMINAL



PLOTTED: APR 23 2019 10:56:34
ExhibitA.dwg

AIRPORT LEASING

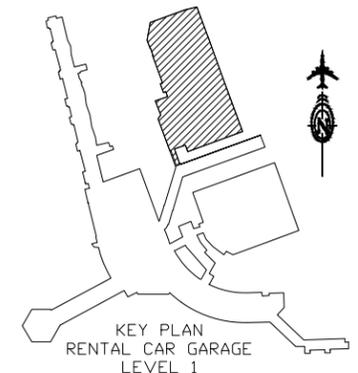
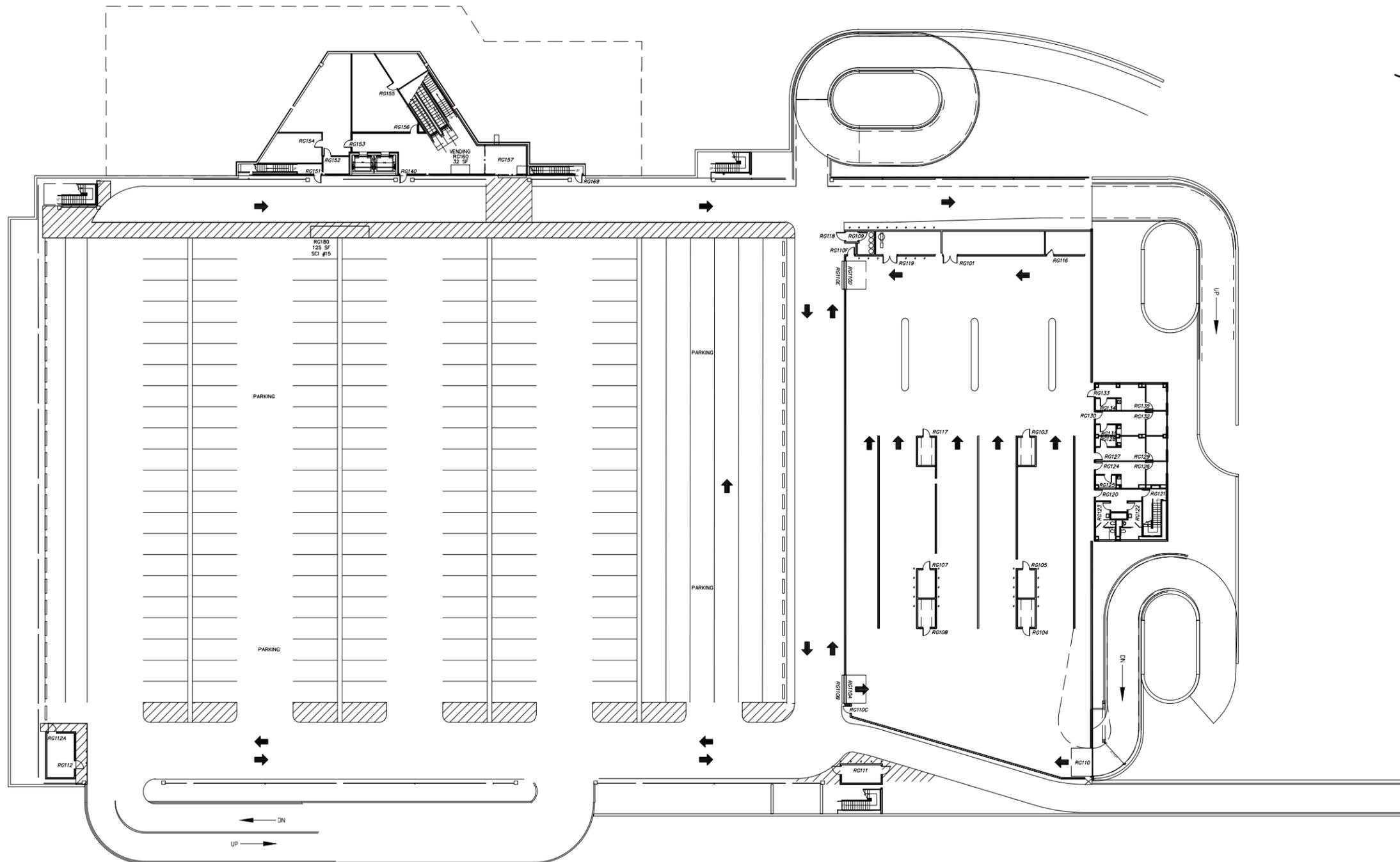
STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

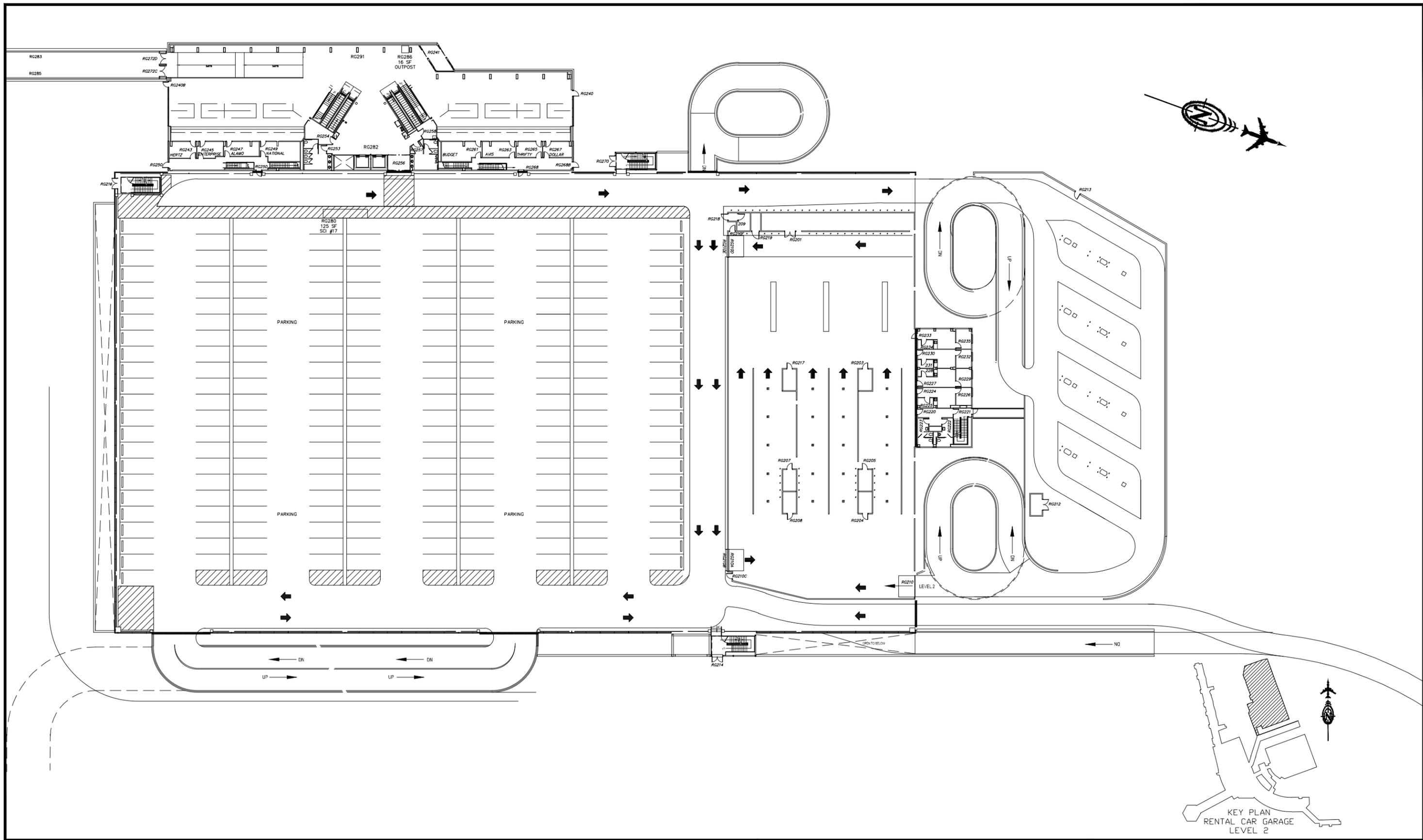


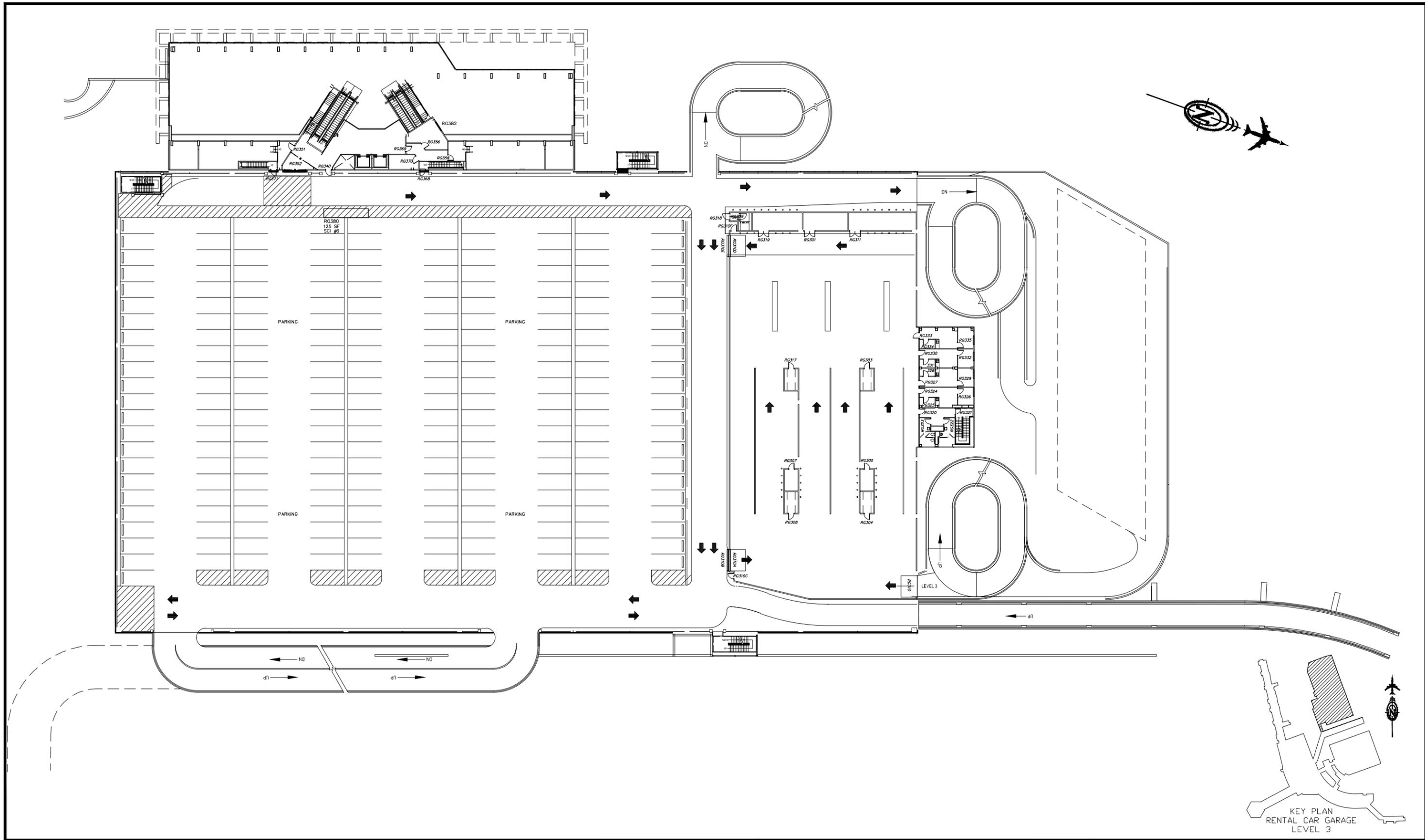
EXHIBIT A

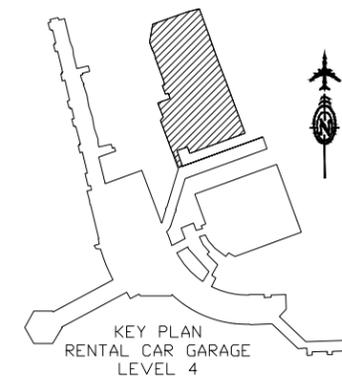
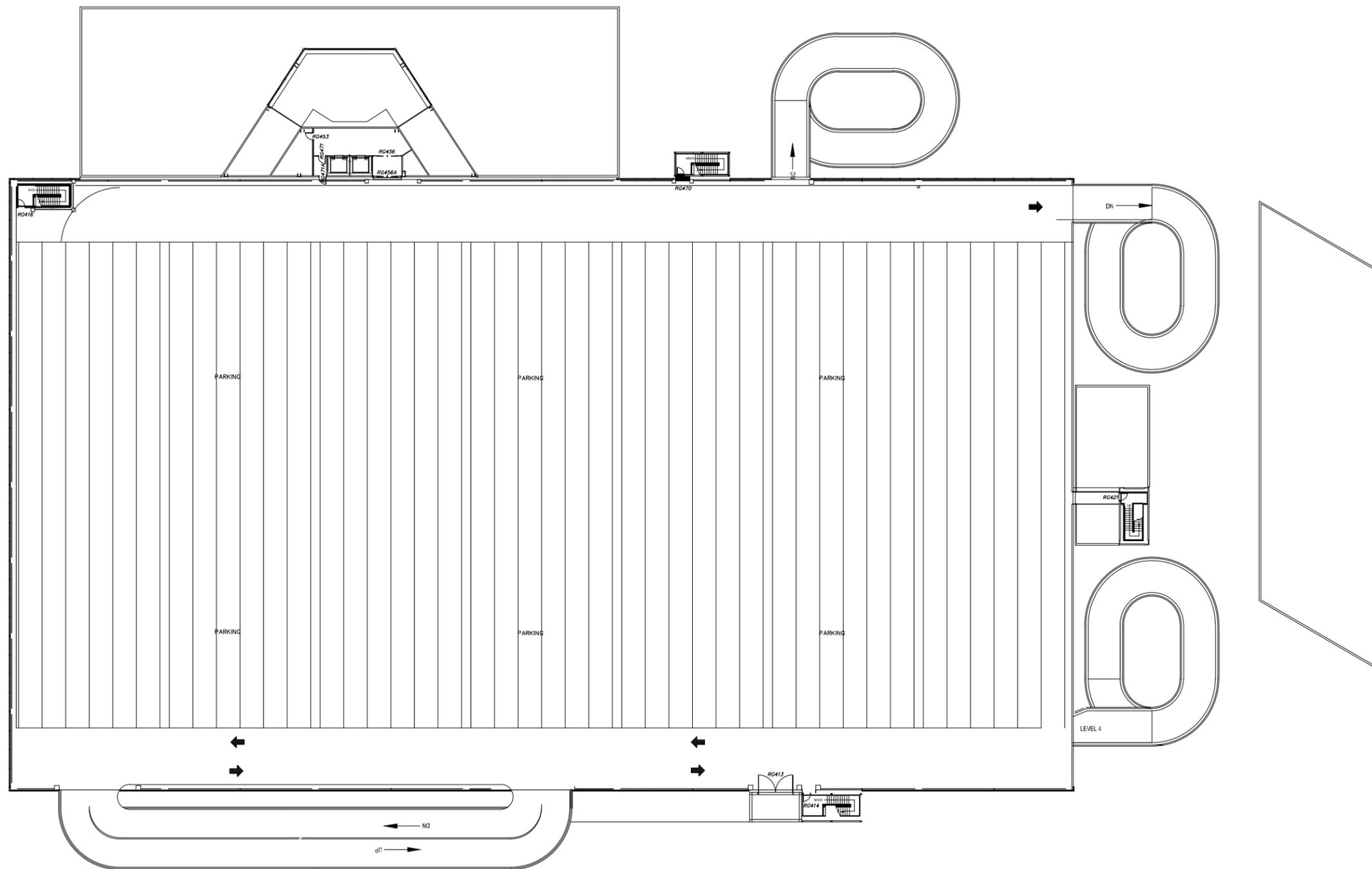
EXHIBIT DATE: April 23, 2019

DRAFTED: CHECKED: APPROVED:









Adjustments*

FMC Remitted to Trustee

Car Rental Transaction DAYS

Total Car Rental Transactions

** All adjustments must be explained in detail and attached on a separate page.*

Certification

I certify under penalty of perjury that this Certified Activity Report is true, correct, and complete; that it reflects all Gross Revenues, Transactions, Transaction Days, CFCs, and FMCs required to be reported under the applicable Concession Agreement; and that it is prepared in accordance with the books and records of the Concessionaire and is subject to audit by the State and Trustee.

I certify that all amounts shown as remitted to the Trustee were remitted in accordance with the applicable custodial agreement.

Signature _____

Title _____

Printed Name _____

Date Filed _____

Prepared By _____

Email _____

This report is due on or before the 20th day of the month following the month of activity.

An administrative fee of \$30.00 for the first day and \$15.00 for each day thereafter, will be assessed for late filings.

Rental Car ACDBE/SBEC Goods/Services Reporting Information

RENTAL CAR COMPANY:						FFY					
Name of ACDBE/SBEC	ACDBE/SBEC Firm Contact Information	Type of Goods/ Services Provided	Race / Gender	New Vendor (Y/N)	Source of Purchase L = Local N = National* R = Regional*	TOTAL Y-T-D ACDBE/SBEC (\$) * (ONLY Certified ACDBE/SBECs)	Quarter 1 (Oct 1 - Dec 31)	Quarter 2 (Jan 1 - Mar 31)	Quarter 3 (Apr 1 - Jun 30)	Quarter 1 (Jul 1 - Sep 30)	State ** of ACDBE/SBEC Certification
	Address: E-mail: Phone:					\$0					
	Address: E-mail: Phone:					\$0					
	Address: E-mail: Phone:					\$0					
	Address: E-mail: Phone:					\$0					
	Address: E-mail: Phone:					\$0					
	Address: E-mail: Phone:					\$0					
TOTAL \$ ACDBE/SBEC PURCHASES						\$0	\$0	\$0	\$0	\$0	
TOTAL \$ NON-Vehicle PURCHASES (from all sources ACDBE/SBEC + non-ACDBE/SBEC)						\$0	\$0	\$0	\$0	\$0	
TOTAL \$ Vehicle PURCHASES (from all sources ACDBE/SBEC + non-ACDBE/SBEC)						\$0	\$0	\$0	\$0	\$0	
TOTAL Number of ACDBE/SBEC VENDORS						0	0	0	0	0	
TOTAL Number of NON-Vehicle VENDORS (ACDBE/SBEC + NON-ACDBE/SBEC)						0	0	0	0	0	
TOTAL Number of Vehicle VENDORS (ACDBE/SBEC + NON-ACDBE/SBEC)						0	0	0	0	0	
TOTAL GROSS REVENUES (Generated at the Concession to which this report applies)						\$0	\$0	\$0	\$0	\$0	

*If (R) or (N), use the dollar amount for the location or prorate as instructed in 49 CFR 23.53.
 **Firms listed must be certified as ACDBE/SBECs in the State where the airport is located.

ANCHORAGE INTERNATIONAL AIRPORT
Gross Revenue reported by Rent-A-Car Concessionaires

On-Airport							
CONTRACT #							
2025		ADA 31197	ADA 31198	ADA 31199	ADA 31200	ADA 31373	ADA 32140
January		\$493,483.79	\$309,505.80	\$415,934.00	\$316,782.81	\$582,927.90	\$117,824.90
February		\$479,433.81	\$359,110.75	\$411,324.60	\$364,487.88	\$644,123.75	\$106,698.80
March		\$731,938.03	\$550,560.66	\$616,239.80	\$557,638.36	\$727,888.42	\$212,424.00
April		\$684,763.47	\$363,505.47	\$524,493.50	\$426,197.17	\$631,219.98	\$86,848.50
May		\$1,023,077.69	\$776,303.03	\$1,020,209.30	\$615,034.93	\$882,482.10	\$151,779.00
June		\$2,188,723.15	\$2,867,045.59	\$3,422,269.90	\$2,197,243.03	\$1,821,110.50	\$767,165.20
July		\$2,886,019.20	\$4,249,945.88	\$5,411,219.90	\$3,631,541.54	\$2,635,852.07	\$1,303,715.70
August		\$3,210,078.70	\$4,364,177.51	\$5,732,533.40	\$3,993,941.57	\$2,450,813.60	\$1,254,897.30
September		\$1,285,063.10	\$1,294,350.90	\$2,093,823.50	\$1,373,561.63	\$2,050,682.10	\$405,883.20
October		\$954,328.90	\$450,447.26	\$680,367.80	\$543,065.58	\$741,432.84	\$121,062.00
November		\$658,257.79	\$320,357.28	\$546,655.70	\$351,211.64	\$712,727.22	\$67,857.60
December		\$690,798.00	\$358,093.56	\$434,131.60	\$428,356.28	\$703,274.30	\$88,688.60
TOTALS		\$15,285,965.63	\$16,263,403.69	\$21,309,203.00	\$14,799,062.42	\$14,584,534.78	\$4,684,844.80
Market Share %		18%	19%	25%	17%	17%	5%

ANCHORAGE INTERNATIONAL AIRPORT
Gross Revenue reported by Rent-A-Car Concessionaires

On-Airport							
CONTRACT #		ADA 31197	ADA 31198	ADA 31199	ADA 31200	ADA 31373	ADA 32140
2024							
January		\$518,907.06	\$257,013.45	\$357,846.30	\$393,578.02	\$506,360.36	\$151,829.10
February		\$531,562.63	\$466,161.97	\$605,064.80	\$486,087.74	\$633,396.04	\$126,583.40
March		\$894,248.14	\$836,206.00	\$910,903.30	\$864,783.00	\$803,484.17	\$316,453.70
April		\$791,167.18	\$471,587.03	\$583,673.20	\$517,232.37	\$738,779.84	\$116,519.00
May		\$1,228,024.11	\$790,822.67	\$984,065.20	\$771,698.76	\$1,115,660.78	\$162,224.10
June		\$2,588,399.34	\$2,905,198.85	\$3,529,435.20	\$2,560,426.08	\$2,028,722.68	\$558,663.10
July		\$3,687,740.73	\$5,278,488.54	\$4,938,810.00	\$3,806,290.51	\$2,619,921.20	\$973,912.80
August		\$3,718,310.12	\$4,651,518.59	\$4,453,586.70	\$3,827,069.60	\$2,540,179.32	\$1,010,314.40
September		\$2,039,183.06	\$1,530,432.20	\$1,976,428.40	\$1,535,853.97	\$1,392,515.55	\$538,798.10
October		\$822,543.26	\$473,430.02	\$644,321.60	\$554,039.08	\$821,007.86	\$108,720.10
November		\$625,092.08	\$338,267.92	\$426,866.40	\$371,071.14	\$652,138.08	\$90,378.70
December		\$553,982.73	\$352,613.60	\$440,634.80	\$405,018.56	\$681,495.56	\$176,988.90
TOTALS		\$17,999,160.44	\$18,351,740.84	\$19,851,635.90	\$16,093,148.83	\$14,533,661.44	\$4,331,385.40
Market Share		20%	20%	22%	18%	16%	5%

ANCHORAGE INTERNATIONAL AIRPORT
Gross Revenue reported by Rent-A-Car Concessionaires

On-Airport								
CONTRACT #	31197	31198	31199	31200	31202	31373	32140	
2023								
January	\$487,951.49	\$180,059.46	\$381,134.70	\$436,968.03	\$172,897.44	\$449,642.55	\$116,466.00	
February	\$531,224.48	\$258,341.49	\$450,578.70	\$500,600.82	\$164,625.64	\$603,939.04	\$96,195.90	
March	\$684,211.13	\$356,857.95	\$768,646.30	\$678,697.54	\$247,387.01	\$732,131.93	\$224,728.30	
April	\$757,250.30	\$334,956.53	\$744,723.40	\$643,654.69	\$284,068.71	\$728,604.83	\$197,306.70	
May	\$1,286,732.94	\$1,664,611.67	\$1,984,088.60	\$1,360,624.73	Now combined with	\$1,235,844.07	\$344,905.20	
June	\$2,372,586.41	\$2,406,299.00	\$3,515,939.30	\$2,985,937.85	31198	\$1,526,195.64	\$584,799.60	
July	\$3,385,984.21	\$3,694,216.41	\$4,368,693.50	\$4,027,033.49		\$2,189,364.92	\$1,068,560.70	
August	\$3,251,467.62	\$3,474,665.47	\$4,103,010.90	\$3,529,613.76		\$1,876,286.54	\$1,068,759.80	
September	\$2,095,471.95	\$1,728,298.95	\$2,191,797.20	\$1,623,352.26		\$1,455,036.36	\$417,196.30	
October	\$870,051.56	\$530,021.12	\$597,351.50	\$600,257.74		\$818,073.63	\$131,320.50	
November	\$652,040.64	\$364,468.29	\$434,829.00	\$433,285.71		\$625,818.03	\$93,680.00	
December	\$596,000.15	\$342,112.65	\$500,226.10	\$480,254.71		\$603,511.91	\$115,668.20	
TOTALS	\$16,970,972.88	\$15,334,908.99	\$20,041,019.20	\$17,300,281.33	\$868,978.80	\$12,844,449.45	\$4,459,587.20	
Market Share	19%	17%	23%	20%	1%	15%	5%	