

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

TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT

VEHICLE RENTAL BUSINESS PERMIT

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Exhibit

- A Sheet 1 of 1, dated April 23, 2019
Property drawing of Ted Stevens Anchorage International Airport
- B Vehicle Information Form
- C Title VI List of Pertinent Nondiscrimination Authorities
- D Certified Activity Report (CAR) Form

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

TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT

**VEHICLE RENTAL BUSINESS PERMIT
ADA-@@@@@**

This Vehicle Rental Business Permit is made by and between the State of Alaska (State), acting by and through its Department of Transportation and Public Facilities (Permittor), whose mailing address is P.O. Box 196960, Anchorage, Alaska 99519-6960, and whose physical address is 5000 West International Airport Road, Anchorage, Alaska 99502, and @ (Permittee), whose address is @ (together the "Parties").

WHEREAS, Permittor is the owner and operator of the Ted Stevens Anchorage International Airport (Airport) in Anchorage, Alaska, and has the right to enter into this Permit and grant operating privileges at the Airport; and

WHEREAS, Permittee operates an off-Airport vehicle rental business and provides free shuttle services at the Airport; and

WHEREAS, both Permittor and Permittee desire to enter into this Permit in order to set forth the rights, privileges, and obligations of both Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Permit, and other valuable consideration, the Parties covenant and agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. Definitions

The words and phrases defined below have the following meanings when used in this Permit:

1. Acronyms: AAC - Alaska Administrative Code; AS - Alaska Statutes; CAR – Certified Activity Report; CFR - Code of Federal Regulations; CMGTW - Certificated Maximum Gross Takeoff Weight; CMGLW - Certificated Maximum Gross Landing Weight; FAA - Federal Aviation Administration; FIS - Federal Inspection Services; PFC - Passenger Facility Charge; TSA - Transportation Security Administration; USC – Uniform States Code.
2. "Airport" means the real property and facilities of the Ted Stevens Anchorage International Airport, Anchorage, Alaska as they exist on the date of the execution of this Permit or in the future. The existing facilities and boundaries of the Airport are shown on Exhibit A.

3. "Airport Directives" means the Airport bulletins, operational orders, notices and instructions issued by the Airport Manager to facilitate day-to-day operations of the Airport and to implement rules and regulations promulgated by State and federal agencies.
4. "Airport Manager" means the person to whom the Commissioner of the State of Alaska, Department of Transportation and Public Facilities delegates primary authority to act on its behalf, as well as any designee acting on behalf of that person.
5. "Environmental Law" means any federal, state, or local statute, law, regulation, ordinance, code, permit, order, decision, or judgment from a governmental entity relating to environmental matters, including littering and dumping. It includes, as applicable, 42 USC 7401-7671 (Clean Air Act); 33 USC 1251-1387 (Federal Water Pollution Control Act); 42 USC 6901-6992 (Resource Conservation and Recovery Act); 42 USC 9601-9657 (Comprehensive Environmental Response, Compensation, and Liability Act); 49 USC 5101-5127 (Hazardous Materials Transportation Act); 15 USC 2601-2692 (Toxic Substances Control Act); AS 46 (Alaska Water, Air, Energy, and Environmental Conservation Acts); and the provisions of 18 AAC (Environmental Conservation) implementing AS 46.
6. "Hazardous Substance" means any substance that is defined under an applicable Environmental Law as hazardous waste, hazardous substance, hazardous material, toxic, pollutant, or contaminant, as well as any petroleum, petroleum product or oil.
7. "Permit" means this Business Activity Permit ADA-@@@@@ as amended or supplemented from time to time in accordance with its terms, and includes all exhibits referenced or attached.
8. "Restricted Areas" means those areas of the Airport where the Airport Manager has limited or controlled access for security and safety purposes.
9. "Terminal" means Permitter-owned terminal buildings at the Airport, as shown on Exhibit A.

ARTICLE 2

TERM

Section 2.01. Term

The term of this Permit is one (1) year, beginning on (month, day, year), and renewing automatically, each year thereafter, provided that no renewal shall extend the term beyond (month, day, year).

ARTICLE 3
USE OF AIRPORT FACILITIES

Section 3.01. Uses of the Airport

- A. Permittee shall enjoy the use of the Airport, in common with others so authorized, for the purpose of conducting its off-Airport vehicle rental business, subject to the terms and conditions of this Permit, the requirements of all applicable laws, codes, and regulations, and the requirements of all FAA-required rules, policies, procedures and all Airport Directives promulgated by the Airport Manager.
- B. Subject to all conditions, provisions, and covenants of this Permit, Permittee shall have the non-exclusive right to provide vehicle rental shuttle services. Permittee has the right of access to and from the Airport for purpose of conducting its business. In connection with Permittee's use of the Airport, Permittee may perform functions and conduct operations at the Airport reasonably necessary to its business.

Section 3.02. Prohibited Uses

The following uses are prohibited:

- A. Any use other than those authorized in this Permit unless specifically authorized in writing by Permittor.
- B. Placing, spilling, or dumping garbage, trash, refuse, or other waste material on the Airport except in a waste receptacle Permittor has approved for that purpose.
- C. Placing any signage on the Airport without the advance written approval of Permittor through an approved airport building permit application.
- D. Operating an incinerator or burning trash, brush, or other material on the Airport without the written approval of Permittor.
- E. Soliciting business in the public areas of the Airport or the Terminal.

Section 3.03. Reservations

- A. The Airport Manager may, from time to time, close roadways, taxilanes, taxiways, runways, Apron Areas, or any other portion of the Airport, either temporarily or permanently, when circumstances warrant; provided, however, that the Airport Manager will make reasonable efforts to provide alternate means of ingress, egress and movement on the Airport and within the Terminal.
- B. Permittor reserves the right to grant to others any right or privilege on the Airport that Permittor has not specifically and exclusively granted to Permittee. The rights and privileges expressly granted to Permittee in this Permit are the only rights and privileges granted to Permittee under this Permit. Permittee has no easements, rights, or privileges, express or implied, in or relating to Airport property, other than those specifically granted under this Permit and any other written agreements between the Parties.

Section 3.04. Lease of Space

- A. If Permittee requests to lease Airport land or terminal space and Permittor determines that suitable space is available, the space will be leased at the then-current rates under a separate agreement subject to public notice and other requirements of law concerning leasing space at the Airport.

ARTICLE 4
RENTS AND FEES

Section 4.01. Rents and Fees

- A. In consideration of the rights granted under Section 3.01, Permittee agrees to pay the following to Permittor for the rights and privileges granted to Permittee under this Permit:
1. Minimum Annual Fee: Permittee shall pay Permittor a minimum annual fee of \$250.00 plus 10% of gross revenues the Permittee derives from its Airport-related business. This fee is due and payable prior to commencing activities at the Airport and on the Permit anniversary date for each year thereafter. Partial term payments will not be prorated.
 2. Badge/Fingerprint Fees: Permittee will pay Permittor a Airport Badge Fee and a Fingerprinting Fee for each badge issued during the term of this Permit. The Airport Badge and Fingerprinting Fees are due at the time of service for each transaction. As may be applicable, the Permittee will also pay Permittor any other badge-related fee duly established by Permittor, including fees for replacement badges and for lost or otherwise unreturned badges.
 3. Other Fees: Permittor reserves the right to impose and collect charges and fees from Permittee for the following:
 - a. the use of parking and tenant employee parking on the Airport;
 - b. the use of specified equipment, facilities or services when such use is requested by Permittee; and
 - c. the privilege of accessing the Airport to conduct any business other than that which is authorized under this Permit.
- B. Permittee shall make payment required by this Permit in United States currency in cash or by check, credit card, bank draft, or postal money order payable to the State of Alaska, or by electronic payment. Payment must be delivered to Airport Accounting, Ted Stevens Anchorage International Airport, P.O. Box 196960, Anchorage, Alaska 99519-6960 or any other address that Permittor may designate in writing. Permittee shall make payment free from any claim, demand, setoff, or counterclaim of any kind against Permittor.

- C. Any payment due and not received by Permitter accrues interest from the due date until paid in full at the highest lawful contract rate in Alaska as defined by AS 45.45.010 or as amended.
- D. Any fee, charge, reimbursement obligation, or interest due to Permitter under this Permit shall be deemed additional rent. Unless otherwise provided, all additional rent is due from Permittee within thirty (30) days' written notice from Permitter. After ten (10) days' written notice to Permittee, Permitter may, but is not obligated to, cure any default by Permittee of its obligations to perform under this Permit. Any amount paid or cost incurred by Permitter to cure any default by Permittee of its obligation to perform under this Permit, plus a fifteen percent (15%) administrative fee, is agreed to be additional rent.
- E. Without amendment to this Permit, Permitter may adjust the rents and fees described in Subsection 4.01.A. at any time if applying the applicable rental rate in the fee schedule established under 17 AAC 42.125 results in an adjustment in the rents and fees for any portion of this Permit. Permitter shall adjust rents and fees in accordance with 17 AAC 42.295(c).
- F. Any rent, charge, fee, or other consideration that is due and unpaid at the expiration or voluntary or involuntary termination, or cancellation of this Permit will be a charge against Permittee and its property, real or personal, and Permitter will have any lien rights allowed by law. Enforcement may be made by Permitter or its authorized agent.
- G. During the term of this Permit, the Permitter may require the Permittee to provide a performance guarantee in an amount and form satisfactory to the Permitter to guarantee the payment of all sums and faithful performance of all covenants and conditions of this Permit. The amount of the bond may be increased or revised on the written demand of the Permitter and will be based on reasonable and justifiable grounds. Subject to the Permitter's approval, the performance guarantee may take the form of a performance bond, or an irrevocable letter of credit, or other form acceptable to the Permitter. The Permitter's approval and acceptance of any bond submitted will be based on the assurance guaranteed to the Permitter that failure of the Permittee to comply in any way with the requirements under this Permit will readily allow the Permitter to attach the full amount of the performance guarantee.

The performance guarantee will be released only by the written authorization of the Permitter and only after all provisions of this Permit have been met. Neither termination, cancellation, nor expiration of this Permit will operate as a release or discharge of the bond.

ARTICLE 5

ADDITIONAL RESPONSIBILITIES OF PARTIES

Section 5.01. Permittee Responsibilities

Permittee will conduct its operations at the Airport in a first-class, businesslike, courteous, and safe manner that ensures the safety of people and the Airport, the

protection of public health and the environment, and the safety and integrity of the Airport, and comply with the following:

A. Permittee Operations:

1. Permittee will not interfere with other tenants, users, or occupants of the Airport.
2. Permittee and Permittee's officers, personnel, employees, agents, contractors, vendors, customers, sub permittees, and guests shall comply with 17 AAC 42 and all other applicable law, operational orders that Permittor issues under state or federal law, and instructions, requirements, and restrictions that Permittor has posted or indicated by sign, signal, or other control device, unless otherwise directed by an Airport police officer or other authorized person directing aircraft, vehicle, or pedestrian traffic.
3. Permittee will maintain adequate staff and use the utmost skill and diligence in the operation of its business. While on or about the Airport, no employee of Permittee will use improper language; act in a loud, boisterous, or otherwise improper way; or solicit business in an inappropriate manner, as determined by Permittor.
4. Permittee will coordinate Permittee's activities at the Airport with Permittor and abide by Permittor's decisions and directives regarding general use of the Airport, including access to and from Restricted Areas of the Airport, by Permittee and Permittee's personnel, employees, agents, contractors, and guests.
5. At Permittor's request, Permittee will stop using any machine or device that interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated. The use of wireless technology in any form is prohibited unless expressly approved by Permittor.
6. Permittee will immediately notify Permittor of any spill, condition, problem, malfunction, or other occurrence that threatens the integrity or safety of the Airport, or harm to the environment.

B. Permittee Information: Permittee shall provide to Permittor emergency telephone numbers at which Permittee may be reached on a twenty-four (24) hour basis.

C. Equipment and Vehicles Responsibilities:

1. Permittee shall keep all equipment and vehicles used in safe operating condition and good appearance at all times in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Permittee will maintain equipment and vehicles in sufficient quantity and type to safely meet the reasonable needs of Permittee's operations.
2. Permittor shall have the right and authority to inspect at any time any equipment or vehicles used by Permittee in connection with its operations

on the Airport. Permittee will immediately remove any piece of equipment or any vehicle from the Airport upon notification by Permittor of a mechanical malfunction or for the safe and efficient operation of the Airport.

3. Equipment and vehicles used by Permittee in the Permittee's operations must be removed from aircraft parking areas, hangar areas, and shop building areas immediately after each operation has been completed. If parking of equipment and vehicles on the Airport is necessary or desired by Permittee, Permittee will park or store Permittee's equipment and vehicles in a location designated by Permittor or on areas leased by Permittee at all times. Overnight parking of Permittee's equipment or vehicles on the Airport is prohibited except when approved in writing by Permittor. During the term of this Permit, Permittor may, at its sole discretion, impose a reasonable fee on equipment or vehicles parked in areas designated by Permittor.
 4. Permittee is prohibited from operating non-licensed vehicles on public roads on the Airport.
 5. Permittee may not use or operate a vehicle on the Airport in conjunction with this Permit unless the vehicle displays the identification described in this paragraph. For each calendar year Permittee shall submit a list of vehicles that Permittee proposes to operate on the Airport under this Permit. The list must include the year, make, model, license plate number and issuing state, serial number, and seating capacity, including the driver, for each vehicle, as shown on the Vehicle Information Form attached to this Permit as Exhibit B. For each vehicle Permittee operates on the Airport under this Permit, Permittee shall obtain from Permittor, through the Airport Badge and Vehicle Permit Office, a sticker or other form of identification designated by Permittor.
 6. If Permittee, or Permittee's agents or personnel, including any officer or employee, or anyone else acting by, on behalf of, or under the authority of Permittee, or any of Permittee's contractors, subcontractors, or guests, including any vendor or customer, use heavy trucks or equipment on or transiting to or from the Airport, Permittee shall ensure that the trucks or equipment use only those Airport access routes designated by Permittor and that all trucks and equipment used comply with all applicable weight, width, and length restrictions established by law or otherwise by operational orders issued by Permittor.
- D. Maintenance Responsibilities: Permittee will provide proper containers, storage, handling, and removal of its trash and refuse resulting from the operation of its business in compliance with all federal, state, and local regulations and Permittor's rules and requirements. Permittee will keep the Airport free and clear of rubbish, debris, and litter at all times to the satisfaction of Permittor. The disposal on the Airport of waste materials generated by Permittee including Hazardous Substance, slash, overburden, and any waste materials, is prohibited unless authorized in writing by Permittor.

E. Environmental Responsibilities: If fuel, oil, or Hazardous Substances are handled through the course of this Permit, Permittee has the following environmental responsibilities:

1. Permittee will at its sole expense and in a manner acceptable to Permittor:
 - a. Agree to have a sufficient number of properly trained personnel and adequate procedures for safely dispensing, disposing and otherwise handling fuel, oil or Hazardous Substances in accordance with Environmental Law and all other applicable federal, state, and local laws, regulations, and ordinances. All materials handled must be properly stored, covered and managed to prevent spillage, obstruction or damage to the Airport or any aircraft.
 - b. Maintain on site a current Spill Prevention Contingency and Countermeasure Plan (SPCC) in accordance with federal, state, and local laws. Permittee shall furnish a copy of the SPCC to Permittor upon request.
 - c. Furnish Permittor with copies of all material safety data sheets, community right to know reports and any other environmental reports which are required to be filed with any federal, state, or local agency.
2. In the event of a release, as defined in AS 46.03.826, of one (1) gallon or more of fuel, oil, or grease to land, or any amount of Hazardous Substance to water or land and that must be reported to the Alaska Department of Environmental Conservation, Permittee shall immediately notify Airport Dispatch as well as any other governmental agency to which reporting is required by law. Permittee shall also submit to Permittor a copy of any report Permittee supplies to any other governmental agency concerning a Hazardous Substance release on the Airport. Permittee shall act promptly to contain the release of Hazardous Substance, repair any damage, absorb and clean up the release, and restore the affected area to the satisfaction of Permittor and, if applicable, any other government agency having jurisdiction.
3. If any spill of fuel or oil or presence of Hazardous Substance, attributed to Permittee's business on the Airport, is not immediately remedied to the satisfaction of Permittor, Permittor may take action to clean up the substance. Permittee will immediately reimburse Permittor for the cost of any cleanup and restoration necessary due to the spill or presence of Hazardous Substance.

F. Denial of Services to Customers in Arrears to Permittor: Permittee shall deny services authorized under this Permit to any customer who is in arrears to Permittor and if Permittor provides the following to Permittee:

1. written notification that the customer is in arrears, and

2. a copy of Permitter's written notification to the customer that use of Airport facilities and services from service providers will be denied due to failure to pay rents, fees, penalties, or other charges when due.

G. Violations:

1. Permittee shall coordinate any Airport security matter with Permitter 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.
2. Any fine that results from a violation of Permitter's Airport Security Program, Airport Certification Manual, Airport Emergency Program, or any applicable federal regulation caused by Permittee or by any of Permittee's agents or personnel, including any officer or employee, or anyone else acting by, on behalf of, or under the authority of Permittee, will, as between Permitter and Permittee, be the sole responsibility of Permittee. Permitter may, with or without notice to Permittee and without diminishing Permittee's responsibility, pay fines to the FAA or the TSA on Permittee's behalf to meet FAA or TSA deadlines. Within thirty (30) days after receipt of written notice from Permitter, Permittee shall reimburse Permitter for any such fines paid by Permitter.

Section 5.02. Permitter Responsibilities

During the term of this Permit, Permitter will do the following:

- A. Retain FAA Airport certification.
- B. Operate and maintain the Airport in reasonable condition and repair including the runways, taxiways, aprons, roadways, vehicle parking areas, public areas of the Terminal, and all appurtenances, facilities, and services, but excluding interiors and fixtures within all leased space within the Terminal.

ARTICLE 6
INDEMNIFICATION AND INSURANCE

Section 6.01. Indemnification and Fault Allocation

- A. Permittee shall, to the fullest extent, defend, hold harmless, and indemnify Permitter and its agents and employees against any and all losses or obligations that arise from Permittee's operations or activities on the Airport (or elsewhere, if such operations or activities are undertaken in Permittee's performance of services under this Permit), unless such losses or obligations arise from the independent fault of Permitter or Permitter's agents and employees. The term "independent fault" refers to negligence or culpable conduct occurring other than:

in Permitter's selection, administration, monitoring, or controlling of the Permittee, or in Permitter's approval or acceptance of the Permittee's work.

- B. With respect to any amount paid by Permitter or Permittee to others for personal injury or property damage resulting in part from Permitter's independent fault and Permittee's negligence, Permittee and Permitter shall reimburse each other, as applicable, according to the principles of comparative fault and fault allocation. However, this provision for reimbursement according to comparative fault and fault allocation is not intended to affect the rights of any person who is not a party to this Permit.
- C. Permittee shall give Permitter prompt notice of any suit, claim, action, or other matter affecting Permitter 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, or any notice or complaint by any regulatory agency. In the event Permittee undertakes legal action to defend, hold harmless, and indemnify Permitter and its agents and employees in accordance with Paragraph A. above, Permittee shall secure counsel acceptable to Permitter and to Permittee's insurance and the Alaska Department of Law to carry out Permittee's defense, indemnity, and hold harmless obligations. Permitter shall have the right, at its option and own cost to secure additional counsel to participate in the Permittee's defense of Permitter, including in settlement negotiations. However, such participation shall not relieve Permittee of any of its defense, hold harmless, and indemnity obligations. Permittee's defense, hold harmless, and indemnity, obligations are in addition to, and not limited by, Permittee's obligation to provide insurance, described in Section 6.02, immediately below. Moreover, Permittee's defense, hold harmless, and indemnity, obligations shall survive the expiration or termination of this Permit to the extent that claims for loss or obligation are asserted subsequent to the Permit's expiration or termination.

Section 6.02. Insurance

- A. Notwithstanding and without limitation to Permittee's defense, hold harmless and indemnity obligations, and notwithstanding and without limitation to both Permitter's and Permittee's reimbursement obligations based on comparative fault and fault allocation, it is agreed that Permittee shall purchase at its own expense, and shall maintain in force at all times during the performance of activities under this Permit, insurance coverage for property damage, bodily injury and death, and with contractual liability endorsements, insuring all of Permittee's operations under this Permit, equally protecting both Permitter and Permittee, and designating both as additional insured. The policy or policies must afford coverages in dollar amounts not less than those set forth below. Where specific limits are set forth below, it is understood that they shall be the minimum acceptable limits. If the Permittee's policy or policies contain higher limits, Permitter shall be entitled to coverage to the extent of such higher limits, just as Permitter shall be entitled to coverage to the extent of the minimum acceptable limits. The policies and minimum dollar amounts of coverage will be consistent with prudent airport industry practices and this Permit. The following shall be the minimum dollar amounts of coverage for liability insurance or equivalent insurance:

1. Airport Liability insurance that includes product and completed operations coverage, contractual liability coverage, and pollution coverage endorsement(s), with coverage limits of not less than \$1,000,000 bodily injury and property damage per accident or occurrence, \$2,000,000 per year aggregate;
 2. Automobile Liability insurance with coverage of not less than \$1,000,000 bodily injury and property damage per accident or occurrence, \$2,000,000 per year aggregate.
- B. It is further agreed that Permittee shall purchase at its own expense, and shall maintain in force at all times during performance of the Permit, Workers Compensation insurance with coverage for all employees engaged in work under this Permit in conformity with AS 23.30. Where applicable, such Workers Compensation insurance coverage shall conform to other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The Workers Compensation insurance described in this paragraph shall afford coverage for any subcontractor who directly or indirectly provides services under the Permit. The Permittee's policy or any subcontractor's policy secured in order to ensure Permittee's compliance with this paragraph must, to the extent permissible under the law, waive the insurer's right of subrogation as to claims against Permittor, its agents, and employees.
- C. Certificates of Insurance must be furnished to the Permittor prior to beginning operations at the Airport and must contain notice provisions in the event of cancellation, non-renewal, or material change of condition. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Permit and shall be grounds for termination of this Permit. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21. Each policy, except for Workers' Compensation, must state that it is primary, without any right to contribution from any other insurance, including self-insurance that may be carried by Permittor. Where any such policy has a normal expiration during the term of this Permit Permittee will provide, prior to such expiration, a certificate or other satisfactory written evidence of continued coverage.
- D. A certificate on forms prescribed by Permittor or on forms approved by Permittor certifying coverage of required insurance, and a declarations page or other evidence of the types, limits, deductibles, exclusions and endorsements must be delivered to Permittor within thirty (30) days of the effective date of this Permit. The certificate must identify Permittor's reference number for this Permit.
- E. The failure by either party at any time to enforce the provisions in this Section will not be construed as a waiver of these provisions and will not reduce either party's obligations under this Permit.
- F. Permittor reserves the right to modify the requirements of this Section provided that such modifications are reasonable and appropriate.

Section 6.03. Additional Insured

Permittee agrees that every insurance policy, except for Workers' Compensation, required under Section 6.02 A. will include an endorsement identifying Permittor as a additional insured. Each policy must provide protection for Permittor in the same manner as though a separate policy had been issued to Permittor. Each policy must contain, to the extent available, a waiver of the insurer's subrogation as to the rights of Permittor and its employees and agents. Additionally, each policy must provide liability coverage for claims between Permittor and Permittee alleging set-off, fault allocation, or counterclaim, or asserting any defense to which Permittee or Permittor, its employees, or agents may be entitled. Further, each policy must specify that coverage as to Permittor may not be invalidated by any action or inaction of Permittee, including any breach by Permittee of any representation, declaration, condition, or warranty contained in the policy.

Section 6.04. Notice of Claim

Each party will give the other party prompt and reasonable notice of any suit, claim, or action to which the indemnity provisions of Section 6.01 would apply or relating in any way to this Permit.

ARTICLE 7 **ASSIGNMENT OR SUB-PERMIT**

Section 7.01. Assignment or Sub permit

This Permit is not transferable and may not be liened for any reason. Sub-permitting the rights granted under this Permit is prohibited.

ARTICLE 8 **TERMINATION AND DEFAULT**

Section 8.01. Termination by Permittee

Permittee may terminate this Permit and cease operations at the Airport at any time by giving a minimum of 48 hours advance written notice to Permittor. At the expiration, termination, or cancellation of this Permit, Permittee must immediately remove any personal property remaining on the Premises.

Section 8.02. Default by Permittee and Cancellation by Permittor

- A. Permittor shall, after written notice to the Permittee, cancel this Permit and invalidate all personal identification badges and vehicle identification issued to Permittee if Permittor determines that Permittee:
1. is not in compliance with this Permit and has not corrected the non-compliance within ten (10) days after receipt of notice; or
 2. has ceased operations on the Airport.

- B. If after ten (10) days following notice, or less if an emergency exists, Permittee has failed or refused to perform any action required under this Permit, Permitter has the right, but not the obligation, to perform any or all such actions required under this Permit at the sole expense of Permittee. Permittee shall reimburse Permitter for any cost, including legal and administrative costs reasonably incurred by Permitter to correct the non-compliance.
- D. A notice of cancellation issued by Permitter to Permittee under this Section is stayed if, within the ten (10) day notice period, Permittee begins and continues expeditious action to cure the breach in the case of a breach that cannot reasonably be cured within ten (10) days. Permitter, at its sole discretion, will determine if a breach cannot reasonably be cured within ten (10) days and what constitutes expeditious action.
- E. Permittee may protest Permitter's decision to enforce or cancel this Permit in accordance with 17 AAC 42.910.

Section 8.03. Continuation of Operations

If Permittee holds over and continues operations at the Airport after the expiration, cancellation or termination of this Permit, provided Permittee has applied for renewal, the holding over will not operate as an extension of the term of this Permit, but, with the consent of Permitter, creates only a day-to-day tenancy, regardless of any rent or fee payments accepted by Permitter. Permittee's obligations for performance under this Permit will continue during the day-to-day tenancy, and either party may terminate the day-to-day tenancy at any time by giving the other party at least forty-eight (48) hours' prior written notice. If Permittee holds over, Permittee will pay the then-current fees for the right to continue operations at the Airport.

ARTICLE 9

COMPLIANCE WITH LAW, TAXES AND NON-DISCRIMINATION

Section 9.01. Compliance with Law

At no expense to Permitter, Permittee will conduct all activities or business authorized by this Permit in compliance with all present and future statutes, regulations, ordinances, and laws of all federal, state, and local governments, including those relating to the granting of privileges at State airports, and all Airport Directives that are either now or in the future in force that apply to the activities or business authorized in this Permit or to the use, care, operations, maintenance, and protection of the Airport, including matters of health, safety, sanitation, and pollution. Permittee shall obtain all necessary licenses and permits and pay other fees and charges assessed under applicable public statutes or ordinances.

This Permit is governed by the laws of the State of Alaska. Any legal action involving this Permit must be filed by Permittee in the courts of the State of Alaska, Third Judicial District of Anchorage.

Section 9.02. Taxes

Permittee will pay all taxes that at any time during this Permit may be levied or liened against the Permittee. Permittee will pay such taxes, assessments, or charges directly to the taxing or assessing authority. Permittee will indemnify and defend Permitter from all costs that result directly or indirectly from any tax or assessment for which the Permittee is liable, including taxes, penalties, expenses, or reasonable attorney's fees incurred by Permittee. Nothing in this Permit shall prevent Permittee from challenging any taxes or special assessments to the appropriate authority under applicable procedures.

Section 9.03. Non-Discrimination and Affirmation Action

- A. Compliance with Regulations: Permittee will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, attached as Exhibit C, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Non-Discrimination: Permittee shall ensure that Permittee and Permittee's agents and personnel, including any officer or employee, and anyone else acting by, on behalf of, or under the authority of Permittee on the Airport and, on the Premises, any of Permittee's contractors, sublessees, and guests, including any vendor or customer do not discriminate on the grounds of race, creed, color, national origin, age, sex, handicap, marital status, change in marital status, pregnancy, or parenthood against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or state law. Permittee recognizes the right of Permitter to take any action necessary to enforce this provision, including actions required pursuant to any federal or state law.
- C. Affirmative Action: Permittee shall undertake an affirmative action program as required by 14 CFR Part 152 (Airport Aid Program), subpart E (Nondiscrimination in Airport Aid Program), and the American Disabilities Act of 1990 to ensure that no person shall, on the grounds of race, creed, color, national origin, age, sex, handicap, marital status, change in marital status, pregnancy, or parenthood be excluded from participating in any employment, contracting, or leasing activities covered by 14 CFR Part 152, subpart E or the American Disabilities Act of 1990. Permittee assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by said subpart or act. Permittee assures that it will require its covered organizations provide assurances to Permitter that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, subpart E or the American Disabilities Act of 1990, to the same effect.

Permittee shall comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, subpart E, the American Disabilities Act of 1990, a part of the affirmative action program,

and by any federal, state, or local agency or court, including those resulting from a conciliation agreement, consent decree, court order, or similar mechanism. Permittee shall use state or local affirmative action plans in lieu of any affirmative action plan or steps required by 14 CFR Part 152, subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. Permittee shall obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, subpart E. Copies of 14 CFR Part 152, subpart E, and the American Disabilities Act of 1990 are available from Permittor.

ARTICLE 10

GENERAL PROVISIONS

Section 10.01. Notices

Required notices must be hand delivered or sent by facsimile (but only if followed by a confirmation copy sent by one of the other methods of delivery), registered or certified mail, or sent by a reputable overnight delivery service to the appropriate party at Ted Stevens Anchorage International Airport, P.O. Box 196960, Anchorage, Alaska 99519-6960, 5000 W. International Road Anchorage, Alaska 99502, Facsimile number: 907-266-2458 or to any other address that the Parties subsequently designate in writing. All notice periods begin on the date of receipt of written notice at the address above.

Section 10.02. Severability

If any provision of this Permit is declared to be invalid by a court of competent jurisdiction, the remaining provisions will continue in full force.

Section 10.03. Officers, Agents, and Employees

No commissioner, councilman, director, officer, agent, employee, or other representative of either party may be charged personally nor held contractually liable by the other party for the enforcement, attempted enforcement, or breach of this Permit if acting within the scope of their duties. Permittor and Permittee remain liable for the acts of these persons that are within the scope of their duties.

Section 10.04. Subordination to Agreements with the U.S. Government

This Permit is subject to any present or future agreement between Permittor and the United States of America concerning the operation or maintenance of the Airport. Permittee may not hold Permittor liable for any failure to perform any part of this Permit as a result of any national emergency declared by the federal government.

Section 10.05. Modification

Permittor may modify this Permit to meet the revised requirements of federal or state grants or to conform to the requirements of any revenue bond covenant that the State of Alaska is a party to, provided that a modification does not reduce the rights or privileges granted Permittee under this Permit or act to cause Permittee financial loss. Permittee shall be notified of any such modification.

Section 10.06. Waiver

A waiver by Permittor of any default by Permittee of any provision of this Permit will not operate as a waiver of any subsequent default. If Permittor waives a default, Permittor is not required to provide notice to Permittee to restore or revive any provision under this Permit. The waiver by Permittor of any provision in this Permit cannot be enforced or relied upon unless the waiver is in writing and signed on behalf of Permittor. Permittor's failure to insist upon the strict performance by Permittee of any provision in this Permit is not a waiver or relinquishment for the future and the provision will continue in full force.

Section 10.07. Force Majeure

Neither Permittor nor Permittee will be in violation of this Permit if it is prevented from performance by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, act of God, act of public enemy, act of superior governmental authority, weather condition, riot, rebellion, sabotage, or any other circumstance for which it is not responsible and which is beyond its control.

Section 10.08. Abandoned Property

Title to property abandoned by Permittee on the Premises automatically vests in Permittor unless the property is contaminated with any Hazardous Substance or rejected by Permittor by a written notice to Permittee or the property's automatic vesting would violate a statute or regulation.

Section 10.09. Natural Disasters

If the Parties agree in writing that the Premises are unusable, not due to the fault or negligence of either party, to the extent that performance of this Permit is impossible, this Permit may be terminated upon thirty (30) days' notice to the other party. If Permittee elects to continue to operate, Permittor is under no obligation to continue to perform. Causes for termination under this provision include acts of God, fires, floods, epidemics, quarantine restrictions, earthquakes, landslides, mudslides, avalanches, tsunami, or volcanic activity.

Section 10.10. Captions

The captions of the provisions of this Permit are for convenience only and do not necessarily define, limit, describe, or construe any provision of this Permit. The language in all parts of this Permit must be construed according to its fair meaning and not strictly for or against either Permittor or Permittee.

Section 10.11. Modification Necessary for Grant of FAA Funds

If the FAA requires that this Permit be amended as a condition precedent to the granting of funds for the improvement of the Airport, Permittee agrees to consent to any amendment that is reasonably required in order to enable Permittor to obtain the grant of funds.

Section 10.12. Consent Not to be Unreasonably Withheld

Neither Permitter nor Permittee will unreasonably withhold any consent or approval required by this Permit.

Section 10.13. Independent Contractor

Permittee is neither an agent nor an employee of Permitter but is an independent contractor with respect to all Permittee's activities on the Airport, including any installation, construction, or service provided.

Section 10.14. Interrelationship of Provisions

All provisions of this Permit, drawings attached as exhibits, supplements, and any addenda are essential parts of this Permit and are intended to be cooperative, provide for the use of the Airport, describe the respective rights and obligations of the Parties to this Permit, and are incorporated into this Permit. In case of a discrepancy, computed dimensions govern over scaled dimensions unless obviously incorrect.

Section 10.15. Entire Permit

Except as described in Section 10.18, this Permit with all attached exhibits constitutes the entire agreement between Permitter and Permittee at the Airport. Until signed by the Commissioner of the Department of Transportation and Public Facilities or a designated representative, this Permit is of no effect. Except as otherwise stated in Sections 10.05 and 10.11 of this Permit, this Permit may only be amended in writing and signed by authorized representatives of both Parties.

Section 10.16. Condemnation

If Permittee's rights and privileges under this Permit are taken by negotiation, court action, or otherwise by any entity or person vested with the power of eminent domain, including Permitter, the provisions of 17 AAC 42.255, as amended and as applicable, will govern.

Section 10.17. Subordination to Bond Resolution

This Permit is subordinate in all respects to the provisions of Bond Resolution No. 99-01 adopted by the State Bond Committee of the State of Alaska and any supplemental, additional and superseding resolutions providing for the issuance of bonds.

Section 10.18. Integration and Merger

This Permit sets forth all the rights, privileges, and obligations of the Parties and supersedes any previous understandings or agreements regarding the rights granted by this Permit whether oral or written. Unless specifically authorized within a provision, no modification or amendment of this Permit is effective unless in writing and signed by authorized representatives of both Parties.

Section 10.19. Pre-existing Agreements

NONE (if none)

Section 10.20. Additional Information

Permitter may, from time to time, require Permittee to provide such documentation as Permitter may reasonably require to establish Permittee's continuing qualification for this Permit.

Section 10.21. Damages, Costs and Fees Incurred to Enforce Permit

Permittee shall pay, within thirty (30) days of Permitter's billing date, any cost or damage, including legal and administrative costs, that Permitter incurs due to a failure of Permittee to comply with a provision of this Permit, or otherwise to enforce this Permit. Such costs and damages shall include any expense incurred by Permitter under Article 8: Termination and Default, to correct a violation of a term of this Permit, as well as all reasonable actual expenses, costs, and attorney fees Permitter may incur, with or without formal action, to enforce, defend, or protect this Permit or Permitter's rights under this Permit, including any expense incurred with respect to environmental compliance or bankruptcy. Any amount payable under this paragraph will constitute additional rent, will be subject to Article 4: Rents and Fees, and will be subject to default for non-payment under Article 8: Termination and Default.

Section 10.22. Special Covenants

NONE

IN WITNESS WHEREOF, the Parties have set their hands and day and year as stated in the acknowledgments below.

I certify that I have read, understand, and agree to comply on behalf of the below named corporation with the terms and conditions of this Permit and that all information furnished in this Permit is current, complete, and accurate.

@

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

Signature: _____

By: _____

Title: _____

THIS IS TO CERTIFY that on this _____ day of _____, 202@, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, known to me to be an officer of the above-named corporation, and who executed the same for and on behalf of said corporation, and who is fully authorized by said corporation so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year written above.

Notary Public in and for _____
My Commission Expires: _____

Entered into on behalf of the State of Alaska, Department of Transportation and Public Facilities, Ted Stevens Anchorage International Airport.

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

@
@

THIS IS TO CERTIFY that on this ____ day of _____, 202@, before me, the undersigned, a Notary Public in and for the State of Alaska, duly sworn and commissioned, appeared @, known to me to be the @ of Ted Stevens Anchorage International Airport, Department of Transportation and Public Facilities, State of Alaska, and who acknowledged to me that the foregoing instrument was freely and voluntarily executed on behalf of the State of Alaska, Department of Transportation and Public Facilities, Ted Stevens Anchorage International Airport, for the uses and purposes therein set forth and who is authorized by said State of Alaska so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first written above.

Notary Public in and for Alaska
My Commission Expires: _____

Leasing Office
P.O. Box 196960
Anchorage, Alaska 99519-6960

Telephone: 907-266-2420
Fax: 907-266-2458

State of Alaska
Department of Transportation and Public Facilities
Ted Stevens Anchorage International Airport
Vehicle Rental Business Permit
ADA-@@@@@
EXHIBIT B - VEHICLE INFORMATION FORM

Pursuant to Article 5, Section 5.01, Subsection C.5, Permittee must provide the following information for each vehicle Permittee proposes to operate on the Airport under this Permit prior to beginning operations at the Airport and at the beginning of each calendar year thereafter.

FOR CALENDAR YEAR 202

Year	Make	Model	Plate #	State	Vin #(last 4)

Signature: _____ **Title:** _____

Company Name: _____

Date: _____