ORDINANCE #66074
Board Bill No. 261

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City") to enter into and execute on behalf of the City seven (7) On-Airport Passenger Vehicle Rental ("PVR") Concession Agreements (the "PVR Concession Agreements") at Lambert - St. Louis International Airport (the "Airport") between the City and the following concessionaires a) The Hertz Corporation, b) Avis Rent A Car System, Inc., c) ANC Rental Corporation, d/b/a Alamo and National, d) Enterprise Leasing Co. of St. Louis, d/b/a Enterprise Rent-A-Car, e) Budget Rent-A-Car System, Inc., f) C&J Rental, Inc., d/b/a Thrifty Car Rental, Inc., and g) Missouri Rental & Leasing, Inc., d/b/a Dollar Rent A Car, granting to each concessionaire the right, license, and privilege to operate a non-exclusive PVR Concession at the Airport subject to the terms, covenants, and conditions of their PVR Concession Agreement with the City, which were approved by the Airport Commission and are more fully described in Section One of this Ordinance; directing that the PVR Concession Agreements be in compliance with all applicable disadvantaged business enterprise requirements and in compliance with all applicable federal, state, and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity; and containing an emergency clause.

WHEREAS, the City of St. Louis (the "City") owns, operates and maintains Lambert - St. Louis International Airport (the "Airport");

WHEREAS, the Passenger Vehicle Rental ("PVR") Concessions at the Airport are essential for proper accommodation of the public;

WHEREAS, the City has determined that the public will be best served by seven (7) PVR rental concession operators at the Airport during the term of the PVR concession agreements;

WHEREAS, the City has advertised and received competitive bids for the right to manage and operate PVR concessions at the Airport, and by this process the City has determined that the concessionaires listed above are qualified operators of this service and have submitted bids deemed advantageous to the public, the Airport, and the City.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Director of Airports and the Comptroller for the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City seven (7) On-Airport Passenger Vehicle Rental ("PVR") Concession Agreements (the "PVR Concession Agreements") at Lambert - St. Louis International Airport (the "Airport") between the City and the following concessionaires: a) The Hertz Corporation, b) Avis Rent A Car System, Inc., c) ANC Rental Corporation, d/b/a Alamo and National, d) Enterprise Leasing Co. of St. Louis, d/b/a Enterprise Rent-A-Car, e) Budget Rent-A-Car System, Inc., f) C&J Rental, Inc., d/b/a Thrifty Car Rental, Inc., and g) Missouri Rental & Leasing, Inc., d/b/a Dollar Rent A Car, granting to each concessionaire the right, license, and privilege to operate a non-exclusive PVR Concession at the Airport subject to the terms, covenants, and conditions of their PVR Concession Agreement with the City, which were approved in substance by the Airport Commission and are attached and incorporated herein as follows:

ATTACHMENT A – The Hertz Corporation

ATTACHMENT B – Avis Rent A Car System, Inc.

ATTACHMENT C – ANC Rental Corporation, d/b/a Alamo and National

ATTACHMENT D – Enterprise Leasing Co. of St. Louis, d/b/a Enterprise Rent-A-Car

ATTACHMENT E – Budget Rent-A-Car System, Inc.

ATTACHMENT F – C&J Rental, Inc., d/b/a Thrifty Car Rental, Inc.

ATTACHMENT G – Missouri Rental & Leasing, Inc., d/b/a Dollar Rent A Car

SECTION TWO. The PVR Concession Agreements shall be in compliance with all applicable disadvantaged business enterprise requirements and in compliance with all applicable federal, state, and local laws ordinances, regulations, court decisions, and executive orders relating to equal employment opportunity.

SECTION THREE. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared an emergency measure as designed in Article IV, Section 20 of the City's Charter and shall become effective immediately upon its approval by the City's Mayor.

ATTACHMENT "A"

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

THE HERTZ CORPORATION

ON-AIRPORT PASSENGER VEHICLE RENTAL CONCESSION AGREEMENT

NO. AL-254

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AIRPORT NUMBER AL-254

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
CONCESSION AGREEMENT
(ON-AIRPORT PASSENGER VEHICLE RENTAL)

THIS AGREEMENT, made and entered into as of the ____ day of _____ 2003, by and between the **CITY OF ST. LOUIS** ("City"), a municipal corporation of the State of Missouri and The Hertz Corporation, (Concessionaire"), a corporation organized and existing under the laws of the State of New Jersey, trading as The Hertz Corporation.

WITNESSETH, That:

WHEREAS, the City now owns, operates and maintains an international airport known as "Lambert-St. Louis International Airport" ("Airport"), located in the County of St. Louis, Missouri;

WHEREAS, On-Airport Passenger Vehicle Rental ("PVR") Concessions at the Airport are essential for proper accommodation of the public;

WHEREAS, the City has determined that the public will be best served by seven (7) PVR concession operators at the Airport during the term of this Agreement;

WHEREAS, the City has determined that it is in the public interest for the following objectives to be met in the provision of a PVR concession:

- to provide first-class PVR concessions that meet Airport user needs and add value to other Airport and airline services;
- to provide a wide range of high quality PVR services at prices that are attractive to Airport users;
- to provide PVR services that are operated by well trained, efficient and pleasant staff;
- to be responsive to both Federal Aviation Administration and City goals for Disadvantaged Business Enterprise participation in PVR concessions.

WHEREAS, the City has advertised and received competitive bids for the right to manage and operate PVR concessions at the Airport, and by this process the City has determined that the Concessionaire is a qualified operator of this service and has submitted a bid deemed advantageous to the public and the City;

NOW, THEREFORE, for and in consideration of the payments, promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and the Concessionaire agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. The following words and phrases shall have the following meanings:

"Agreement" shall mean this document and any amendments thereto, duly approved by the City.

"Airport" as stated in the preamble hereof.

"Airport Properties Department" shall mean that department of the City of St. Louis Airport Authority that has as its primary responsibility the administration of all tenant, permittee, concessionaire and other space at the Airport, and shall be the

Concessionaire's point of contact with the Airport on all issues related to this Agreement.

"Authority" shall mean the City of St. Louis department responsible for managing and operating the Airport.

"City" as stated in the preamble hereof.

"Concession Fee" shall mean the product of (i) Gross Receipts multiplied by (ii) the percentage specified in Article V hereof.

"Concessionaire" as stated in the preamble hereof.

"Contract Year" shall mean a period of five (5) consecutive twelve month periods commencing on the first day of the term of the Agreement, as specified in Section 401.

"Counter Area" shall mean a counter in the Main Terminal that is designated for the Concessionaire's use in the provision of PVR services to the public.

"Customer Service Facility" shall mean any facility operated by a Concessionaire for the processing and/or servicing of, or for the delivery of, rental vehicles to its customers located on or off Airport property.

"Director" shall mean the Director of Airports of the Airport Authority of the City of St. Louis, and incorporates the granting of approval requirements of Section 1415 hereof.

"Disadvantaged Business Enterprise" or "DBE" shall mean a small business: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, as in the case of a publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals means those individuals who are citizens of the United States (or are lawfully admitted permanent residents) and who are refutably presumed to be women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans or Asian Indian Americans and any other individuals or groups found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, as amended.

"Gross Receipts" includes, but is not limited to, the following items:

- all time and mileage charges, net of any discounts that may be offered, on vehicles rented at the Counter or Customer Service Facility or on vehicles taken by customers from the Customer Service Facility regardless of what station or establishment may receive the vehicles or the rent from them, including vehicles taken by customers in exchange for vehicles originally rented or taken by customers at the Customer Service Facility, regardless of whether collected or not collected;

- all monies paid or payable for personal accident insurance coverage;

- drop charges charged to customers renting vehicles at the Customer Service Facility but delivering them to another location;

- all monies separately stated or collected to recover the Airport concession fee, Airport rent, or any other Airport fee or charge;

- all monies charged or collected as surcharges or other miscellaneous fees (e.g., recovery of automobile property taxes, vehicle title and registration fees and sales tax on purchase of rental vehicle);

- all other monies charged or collected from customers for associated services and equipment (e.g., child restraint devices and telecommunications devices), except those specifically excluded below;

- all receipts charged or derived from or in connection with the extension or renewal of any automobile rental agreement entered into with any customer transported by any means from the Airport to a Customer Service Facility, regardless of the location at which that rental agreement is renewed or extended;

- amounts paid or payable to the Concessionaire in exchange for coupons or vouchers which are redeemed at another facility operated by the Concessionaire; and

- all monies stated on the rental agreement as a single package price for a variety of rental car services (including, but not limited to, time and mileage charges, refueling of vehicles, personal accident insurance coverage, collision damage waivers and loss and damage waivers), even if some of the included services may be excluded from Gross Receipts if stated separately on the rental agreement. The Concessionaire shall not exchange vehicles, modify the accounting treatment of receipts, nor rename or redefine rentals, services, or products in any manner that would deprive the City of amounts that would otherwise be payable to the City;

Only the following may be excluded from Gross Receipts:

- monies separately stated and collected from customers for collision damage waivers and loss damage waivers and supplementary liability protection;

- monies recovered from insurance or otherwise for damage to or for loss, conversion or abandonment of vehicles or other property;

- any taxes or payments in lieu of taxes levied by competent governmental authority which is required by law to be separately stated and collected from customers. Such payments shall not include the Airport fees, rents, or charges paid to the City under this Agreement;

- monies separately stated and collected from customers for refueling of vehicles;

- proceeds from the disposal of the Concessionaire's owned equipment, vehicles sold wholesale or fixtures approved for removal by the Director;

- monies collected from customers for vehicles dropped at the Customer Service Facility and originally rented at another airport to which the Concessionaire pays a concession fee;

- credits for refunds to customers for sales made at the Customer Service Facility; and

- rental of any vehicle to local residents or other customers who did not arrive at the Airport by airplane within 24 hours prior to the rental, and was not transported from the Airport by the Concessionaire or by others to the Concessionaire's Customer Service Facility, together with a statement (which shall be included in the rental agreement or attached thereto) completed and signed by such customer in the following form:

I hereby certify that I did not arrive by airplane at Lambert - St. Louis International Airport within 24 hours prior to renting the vehicle described in this agreement and that I was not transported from the Airport by the rental car company, or by others, to the rental car company's Customer Service Facility.

_____
Signature

_____
Printed Name

_____
Date

"Ground Transportation Rules and Regulations" shall mean the Airport's Commercial Ground Transportation Rules and Regulations as adopted by the City and as may be amended from time to time in the future.

"Improvements" shall mean all construction and fixtures built or erected by the Concessionaire, and forming a part of and which are permanently affixed or attached to any portion of Airport real property or improvements.

"On-Airport Passenger Vehicle Rental (PVR) Concession" shall mean a concession that serves the public through the provision of

on-airport passenger vehicle rental services.

"Premises" shall mean a location or locations described in Section 201 that have been designated by the City for the operation of Concessionaire's PVR concession, and for other uses provided specifically herein.

"Removable Fixtures" shall mean all furnishings, equipment and fixtures installed by the Concessionaire, that are not permanently affixed to any wall, floor or ceiling in the Premises.

ARTICLE II

PREMISES

Section 201. Premises. City hereby grants the use of and requires the Concessionaire to use at the Airport the Counter Areas and the Curbside Passenger Pick-Up / Drop-Off Spaces as described on the Exhibit "A" attached hereto and made a part hereof in the Concessionaire's operation of its customer service counter. The rights granted in Section 301 hereof must only be exercised on the Premises and at the Customer Service Facility.

The Director shall have the right to add, substitute, relocate or delete portions of the Premises upon reasonable notice to the Concessionaire. The City will not be liable or responsible for any loss whatsoever, including without limitation, any inconvenience or loss by the Concessionaire of work time, profit or business resulting from these changes to the Premises.

The Director may, however the Director shall bear no obligation to, reallocate the Curbside Passenger Pick-Up / Drop-Off Area(s) on June 1 of Contract Years Two (2) through Five (5), based on the Concessionaire's prior contract year's concession fees paid to the City in relation to the total concession fees paid by all PVR concessionaires, if the change in concession fees amongst any of the PVR concessionaires is five (5) percentage points or more.

The Counter Area lines of demarcation between the Concessionaire and other concessionaires or tenants shall be determined by the Director.

The City will not provide a ready / return or a service area for the Concessionaire's use during any part of the term of this Agreement.

Section 202. Access. Subject to and in accordance with the terms, covenants and conditions of this Agreement, the Concessionaire shall have the right of free access, ingress to and egress from the Premises for the Concessionaire's employees, agents, guests, patrons and invitees.

ARTICLE III

CONCESSION RIGHTS

Section 301. Rights. City hereby grants to the Concessionaire the right, license and privilege to operate a nonexclusive PVR concession at the Airport subject to and in accordance with all of the terms, covenants and conditions of this Agreement during the term of this Agreement. The following activities are inclusive of these rights:

The right to transact rental services only within the Premises and at the Customer Service Facility, including the provision of a customer service counter, the sale of loss and collision damage waiver, personal accident insurance, and such other insurance products and customer services including infant car seats and telecommunications devices used only for rental vehicles.

The Concessionaire will be required to pay installation, maintenance and operating charges for direct telephone lines on the telephone boards in the Main Terminal, East Terminal and roadway pick-up areas. In addition, the Concessionaire will finance and operate shuttle vehicles for the purpose of transporting customers between the Main Terminal and East Terminal and the Concessionaire's Customer Service Facility. The Concessionaire shall comply with and all shuttle vehicles of the Concessionaire will be governed by and subject to the Airport's Ground Transportation Rules and Regulations, as may be amended from time to time.

Section 302. Limitation of Rights. The Concessionaire is not granted the right to offer for sale any merchandise, vehicles, or other services, or engage in any other business or commercial activity on the Airport that is not specifically granted under this Agreement. If any services or products, other than those specifically mentioned in Section 301 are offered for sale by the

Concessionaire, the Concessionaire will cease and desist from any further sale or provision thereof immediately and not later than upon receipt of written notice from the Director.

Concessionaire shall not engage in advertising or provide an area for the distribution of advertisements on behalf of any company other than itself. City shall be the sole judge whether the conduct of Concessionaire's representative in the solicitation of business constitutes a violation of this paragraph, and upon notice from the City, Concessionaire shall forthwith take all steps necessary to eliminate the undesirable condition.

This Agreement grants no real or implied rights to any concession privileges on the Airport other than in the designated areas.

ARTICLE IV

LEASE TERM

Section 401. Term. The term of this Agreement shall consist of five (5) years commencing on January 1, 2004, and ending December 31, 2008, unless sooner terminated in accordance with other provisions of this Agreement.

Section 402. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. The Concessionaire covenants and agrees that at the expiration date of the term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises, which in accordance with Section 708 shall be restored to original condition, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Premises with or without due process of law.

ARTICLE V

FEES AND RENTALS

Section 501. General. The Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession fees set forth below in Sections 502, 503, 506 and 511 and the utilities described in Section 804 of this Agreement, without demand during the term of this Agreement.

Section 502. Space Rental Payment. The Concessionaire shall pay to the City from the first month of the term through the last month of the term, an annual per square foot rental rate for Counter Area in the Main Terminal equal to the City's actual expense of providing and maintaining the space as computed by the City plus fifteen percent (15%). This rental rate shall be adjusted on an annual basis beginning on July 1 of each calendar year.

Section 503. Concession Fee Payments.

A. The Concessionaire agrees to pay to City for Contract Years One through Five a sum equal to the greater of the Minimum Annual Guarantee as set out below for each Contract Year or ten percent (10.0%) of Gross Receipts.

Contract Years	Minimum Annual Guarantee
Year 1	$1,738,600.00
Year 2	$1,842,800.00
Year 3	$1,952,600.00
Year 4	$2,070,200.00
Year 5	$2,194,200.00

B. The Minimum Annual Guarantees shall be reduced by a maximum of twenty-five percent (25%) should originating/destination ("O&D") enplaned passengers fall by at least twenty-five percent (25%) or more in a one year period after Contract Year One. The base year for O&D enplanement comparisons is Contract Year One. O&D enplanement numbers used for comparisons shall be taken from the statistics recorded by the City. This adjustment shall be subject to the following limitations: (1) this adjustment will take effect in the Contract Year immediately following the Contract Year in which the entire twenty-five percent (25%) reduction in O&D enplanements is attained, (2) this adjustment applies only to Contract Years subsequent to the entire twenty-five percent (25%) decline in O&D enplaned passengers and (3) this adjustment will be offset proportionally to one hundred percent (100%) of the applicable Contract

Years' Minimum Annual Guarantees for Contract Years following the year in which O&D enplanements increases above seventy-five percent (75%) of Contract Year One O&D enplanements.

An example of this adjustment is as follows. O&D enplanements in Contract Year Three decrease to sixty-five percent (65%) of Contract Year One O&D enplanements. This will cause a maximum of a twenty-five percent (25%) reduction in the Minimum Annual Guarantee for Contract Year Four. O&D enplanements in Contract Year Four then increase to eighty-five percent (85%) of Contract Year One O&D enplanements. This will cause the Minimum Guarantee for Contract Year Five to increase to one hundred percent (100%) of the Minimum Annual Guarantee for Contract Year Five.

Section 504. Payment. Payments for each month of the Contract Years shall consist of (a) paid in advance on or before the first day of each month an amount equal to 1/12 of the annual rental for the Counter Area for the applicable calendar year, (b) paid in advance on or before the first day of each month an amount equal to 1/12 of the Minimum Annual Guarantee for the applicable Contract Year and (c) paid on or before the 20th day of the second and each succeeding month an amount equal to the Percentage Fee for the preceding month which exceeds the Minimum Annual Guarantee for the applicable Contract Year. (See Section 506 Unpaid Rent and Fees for the amount of any applicable service charge).

Section 505. Reports.

A. The Concessionaire shall submit to the City by the 20th day of the second and each succeeding month of the Contract Years hereof, one copy of an accurate statement of Gross Receipts. The final statement of Gross Receipts will be due by the 20th day of the month following expiration of this Agreement. The Concessionaire shall report Gross Receipts, and the computation of Gross Receipts, on the form approved by the Director. The City reserves the right to use these statements of Gross Receipts as a source of information to bidders in a future solicitation for bids for this concession.

B. On the form approved by the Director for the submission of each monthly statement of Gross Receipts, the Concessionaire shall state the number of rental transactions. The City shall use said reports to determine traffic flow for planning and other management purposes.

C. The Concessionaire shall submit an audit report of Gross Receipts within one hundred twenty (120) days following the conclusion of each Contract Year. These audit reports must be prepared by an independent Certified Public Accountant licensed to do business within the state of Missouri. The audit reports shall at a minimum certify the accuracy of (i) reported total accumulated Gross Receipts, (ii) the calculation of the total amount payable to the City based upon the Percentage Fee, and (iii) the aggregate amount of Gross Receipts and/or goods and services attributable to DBE participants. The audit reports shall also include a schedule showing the total of actual payments to the City during the Contract Year and shall state an opinion as to the correctness of the computation of Gross Receipts without exception.

If through such audit report it is established that additional fees are due the City, the Concessionaire shall pay such additional fees to the City not later than fifteen (15) days after completion of such statement and receipt of written notice from the Director. If it is established that the Concessionaire has overpaid the City, then such overpayment from the Concessionaire shall be credited to the fees and charges next thereafter due from the Concessionaire or paid to Concessionaire after the last Contract year.

D. Within thirty (30) days after the close of each Contract Year, except the last Contract Year, the Concessionaire shall provide the City with an estimate of projected monthly Gross Receipts for the subsequent Contract Year.

E. Delivery of an audit report containing a qualified opinion, an adverse opinion or a disclaimer of opinion as defined in the Statement on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default pursuant to Section 1101 (B) (10) herein.

Section 506. Unpaid Rent and Fees. All unpaid rent and fee payments due the City hereunder will bear a service charge of one-and-a-half percent (1½%) per month if same is not paid and received by the City on or before the 20th of the month in which said payments are due, and the Concessionaire agrees that it will pay and discharge all costs and expenses including attorneys' fees incurred or expended by the City in collection of said delinquent amounts due including services charges.

Section 507. Performance and Payment Bond. Concessionaire agrees to furnish a Performance and Payment bond in a form acceptable to City in the principal amount of $1,097,100.00 before the Concessionaire performs any work under this Agreement. Such

bond, or other form of security, shall remain in full force and effect throughout the term of this Agreement and shall extend sixty (60) days following the expiration or early termination of this Agreement. In the event that said bond should expire prior to expiration or early termination of this Agreement, Concessionaire covenants and agrees to provide City a renewal bond sixty (60) days prior to expiration date of the expiring bond. Such bond will guarantee the payment of all Fees and performance of all other terms, covenants and conditions of this Agreement. The bond will be in the form of standard commercial guaranty bond running to City, written by a surety company authorized to do business in Missouri and (1) having a "Best" key rating of not less than A and with a "Best" Financial Size Category of not less that Class VIII and (2) shown on the most recent U.S. Treasury Circular No. 570 as having an "underwriting limitation" of at least the amount of the penal sum of the bond. The bond will be kept in full force and effect during the term hereof. City may agree to another form of deposit which will provide equal protection of City's interest. If City cashes the bond or other form of deposit, Lessee agrees to furnish a replacement bond or other form of deposit in the same principal amount within fifteen (15) days.

Section 508. Prompt Payment of Taxes and Fees. The Concessionaire covenants and agrees to pay promptly all lawful general taxes or payments in lieu of taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport or under this Agreement, and further covenants and agrees not to permit any of said taxes, payments, assessments, fees and charges to become delinquent.

Section 509. Accounting Records and Reports. During the term hereof the Concessionaire will make available in the St. Louis area true, accurate, complete and auditable records of all business it conducts at the Airport. The Concessionaire will make same records available in the St. Louis area for one year following the termination of this Agreement. These records will be accessible during usual business hours to the City or it's duly appointed agents or auditors. The Concessionaire is not required to maintain its records in the St. Louis area, as provided above, if it agrees to pay for all costs associated with conducting audits performed by the City at the Concessionaire's place of records.

Section 510. Audit. City or its designated agent reserves the right to audit Concessionaire, its subcontractors or others doing business under this Agreement, books and records and receipts at any time for the purpose of verifying the Gross Receipts hereunder. If as a result of such audit(s), it is established that additional fees or charges are due the City, the Concessionaire shall pay such fees or charges to the City not later than fifteen (15) days after completion of such audit and written notice by the Director. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between Gross Receipts reported by the Concessionaire and Gross Receipts determined by the audit, the cost of the audit shall be borne by the Concessionaire.

Section 511. Additional Fees, Charges and Rentals. The Concessionaire will pay additional fees, charges and rentals under the following conditions:

A. if the City has paid any sum(s) or has incurred any obligation(s) or expense(s) for which the Concessionaire has agreed to pay or reimburse the City, or

B. if the City is required or elects to pay any sum(s) or incur any obligation(s) or expense(s) because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of the terms, covenants or conditions of this Agreement.

Such payments will include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees, charges and rental thereafter due hereunder. Each and every part of such payment will be recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic fees, charges and rentals, as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum(s) by the City for any work done or material furnished will be prima facie evidence against Concessionaire that the amount of such payment was necessary and reasonable.

Section 512. Notice, Place and Manner of Payment. Payments will be made in legal tender of the United States at the Office of the Director at the Airport, or at such other place in the City of St. Louis, Missouri as the Director may hereafter notify Concessionaire.

ARTICLE VI

CONCESSIONAIRE' S OPERATIONS

Section 601. Standards of Service. The Concessionaire warrants, represents, covenants and agrees to meet the City's objectives as set out in the preamble hereof. The Concessionaire shall furnish a first-class PVR concession serving the needs of all users of the Airport by offering prompt and efficient services that are adequate to meet all reasonable demands thereof. All categories of users will be treated on a fair, equal and nondiscriminatory manner that will reflect credit upon the Concessionaire and the City. The Concessionaire shall provide quality services managed efficiently in a clean, attractive and pleasant atmosphere.

A. The Concessionaire shall offer for rent vehicles not more than two (2) model years old consisting of full-size, mid-size, compact and subcompact models in such numbers as to meet reasonably foreseeable demands of the traveling public. All vehicles shall be maintained, at Concessionaire's expense, in good and safe operating order, free from any known mechanical defects, and be in clean neat and attractive condition both inside and out.

B. Operator may offer for rental antique, vintage, classic or other luxury or prestige automobile or handicapped operated vehicles of good quality, free from any known defect and clean and attractive both inside and out. The City shall have the right to prohibit Concessionaire from offering for rental any vehicle which City reasonably determines not to meet the standards in 601 (A) above.

C. Concessionaire shall provide the following services for its customers at the Airport: (i) accept at least three (3) nationally recognized credit cards for payment of automobile rental, (ii) provide for a national reservation system readily available to customers who reside in any state, (iii) provide for one way rentals to or from any location within a seven hundred fifty (750) mile radius of the Airport, (iv) make available bodily injury and property damage liability as primary coverage and not as excess of customers personal liability coverage.

Section 602. Hours of Operation. The hours of operation for serving the public shall be from the earlier of one hour before the first departure or the time of the first arrival until the later of one hour after the last arrival or the time of the last departure, seven (7) days per week. Concessionaire must monitor flight activity and adjust its hours of operation to accommodate late arriving flights. Counter hours will conform to hours of operation. The Concessionaire may not change the hours of operation without written application to and the written approval of the Director. The Director may require the Concessionaire to change its hours of operation to reflect changing operational circumstances at the Airport.

Section 603. Pricing. The Concessionaire shall charge fair, reasonable and nondiscriminatory prices that are attractive to the public and substantially similar to the prices charged by on-airport concessionaires at airports of comparable passenger enplanements. The Concessionaire shall comply with all applicable rules and regulations of the Federal Trade Commission and other government agencies.

Section 604. Promotion. The Concessionaire covenants that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it hereunder.

The Concessionaire shall not divert or cause or allow any business to be diverted from the Airport by referral or any other method. Any action taken by the Concessionaire to induce its patrons to rent or receive vehicles in such a manner and at such places so as to diminish the Gross Receipts of the Concessionaire under this Agreement shall constitute a material breach hereof and a cause for the termination of this Agreement by the City.

Section 605. Personnel.

A. The Concessionaire shall maintain a sufficient number of trained personnel on duty at all times to insure that Concessionaire's customers will receive prompt and courteous service at all times. The Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms and badges to indicate the fact and nature of their employment. The Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of this PVR concession. The Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules and regulations. The Concessionaire's oral solicitation of business at the Airport shall be confined to the Premises. The Concessionaire shall prohibit and restrain its agents, servants and employees from loud, noisy, boisterous or otherwise objectionable behavior. Upon objection from the Director concerning the conduct or appearance of any such

persons, the Concessionaire shall immediately take all steps necessary to remove the cause of the objection.

B. The Concessionaire, at its cost, acknowledges and agrees that it will conduct employee background checks of each of its personnel if required by the Federal Aviation Administration (FAA) and/or the Airport. The Concessionaire recognizes and agrees that security requirements may change and the Concessionaire agrees that it will comply with all such changes throughout the term of this Agreement.

The Concessionaire understands and agrees that fines and / or penalties may be assessed by the Federal Aviation Administration for the Concessionaire's noncompliance with the provisions of 14 CFR § 107 (1988) as amended or other applicable laws or regulations. The Concessionaire shall promptly reimburse the City for any fines or penalties paid by the City due to Concessionaire's noncompliance with said laws or regulations.

Section 606. Manager. The Concessionaire shall at all times retain one or more qualified, competent and experienced manager(s) who shall manage and supervise the operations and the facilities and represent and act for the Concessionaire. The manager(s) shall ordinarily be available during regular business hours. A responsible subordinate shall be in charge and available at all times during the manager's absence.

Section 607. Conflicts. The Concessionaire shall monitor the movement of its vehicles to minimize conflict with other functions and users of the Airport and shall coordinate its use of the Airport with other users.

Section 608. Record Keeping. The Concessionaire agrees to provide a system for the collection of all monies and provision of accounting, audit and statements of Gross Receipts as required by Article V of this Agreement. This system shall be capable of providing comprehensive records, in a format acceptable to the Director, of daily, monthly and annual sales of the Concessionaire and DBE participant(s) under this Agreement (these records are to be retained by the Concessionaire). The Concessionaire must also maintain records that document, in a format acceptable to the Director, the purchase or lease of goods and services attributable to DBE participants.

Section 609. Transition Period. If applicable, during any future transition of the PVR concession to another concessionaire, the incumbent Concessionaire shall use its best efforts to assure a smooth transition and agrees to closely coordinate the planning and execution of the transition with the Director.

Section 610. Operation.

A. The Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, the Concessionaire will provide and be responsible for all employees and necessary components of the operation, including inventory, fixtures, equipment and supplies. The Concessionaire shall provide and maintain the rental vehicles made available hereunder at the Concessionaire's sole expense, in good operative order, free from known mechanical defects and in a clean, neat and attractive condition inside and outside.

B. The City shall not be responsible for any vehicles, supplies, fixtures or equipment used, maintained or stored on the Premises or at the Customer Service Facility, nor will it be responsible for damage to such items resulting from flood, fire, explosion, vandalism or other causes outside the control and responsibility of the City.

C. Concessionaire will be responsible for removing its vehicles from the parking facilities owned by the City on a daily basis and will pay all applicable parking fees.

Section 611. Communication.

A. The Concessionaire's local manager shall schedule monthly or quarterly meetings (at the Properties Department's discretion) with the appropriate representative of the Airport Properties Department to discuss sales and any other relevant issues which may affect the Concessionaire's operation at the Airport. The Concessionaire shall also be available for meetings at other times as necessary.

B. The Concessionaire shall be responsible for notifying the Airport Properties Department of any problem that reduces service or sales levels or in any way impairs the Concessionaire's operation. The Airport will make every reasonable effort to assist in eliminating such problems.

Section 612. Customer Complaints. Concessionaire will establish procedures for handling all customer complaints. Concessionaire will respond in writing to every complaint, written or oral, within seven (7) calendar days of the complaint and will make good faith efforts to explain, resolve or rectify the cause of the complaint. Concessionaire will provide the Director with a summary of their customer complaints and their resolution at a time and in a manner acceptable to the Director. Concessionaire will provide the Director with specifics of any complaint that has not been reasonably and satisfactorily resolved.

ARTICLE VII

IMPROVEMENTS AND ALTERATIONS

Section 701. Construction by the Concessionaire.

A. The Concessionaire takes the Premises in the Main Terminal "AS IS" and shall, at the Concessionaire's sole cost and expense, improve the Premises, including installation of new counter, back wall and other finishes in the Counter Area prior as soon as possible, but not later than February 29, 2004.

All improvements shall be constructed by the Concessionaire in accordance with plans prepared by the Concessionaire and approved by the Director subject to the requirements of this Article VII.

B. The Concessionaire agrees that all such work shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director.

Section 702. Preparation of Plans and Specifications. The Concessionaire shall submit detailed drawings, plans and specifications for improving and equipping the Premises. The Concessionaire will begin work on proposed construction only after it has received the written approval of its plans and specifications from the Director.

Section 703. Contractor's Liability Insurance. In any contract that pertains to improving and equipping the Premises, Concessionaire shall require the contractor to cause St. Louis County, the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, a combined single limit of not less than $2,000,000 for bodily injury and property damage and include the City as an Additional Insured. Said insurance shall be in a form agreeable to the City, and certificates showing proof of coverage shall be delivered to the Director for approval before any constructing, improving or equipping of Premises commences.

Section 704. Performance and Payment Bonds. The Concessionaire shall require each of its contractors and suppliers of construction materials to furnish Performance and Payment Bonds in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo 1994 as amended. Copies of the bonds shall be given to the Director for approval before work begins. Any sum(s) derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers, as the case may be.

Section 705. Mechanics' and Materialmen's Liens. The Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien to be foreclosed upon the Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

Section 706. Certificates of Completion. Upon the completion of the improvements hereunder, the Concessionaire shall submit to the Director a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Concessionaire.

Section 707. Signs.

A. The Concessionaire shall not erect, maintain or display any signs on the Premises without the prior written approval of the Director. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, the Concessionaire shall have the right to install such advertising and identification signs as may be necessary for the proper conduct of PVR services as contemplated hereunder. The Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises.

B. The Concessionaire shall be responsible for the cost of any new signs or modifications to Airport directories and other existing signs, including sign systems required by the Director. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 707 and the Tenant Design Standards.

C. Prior to the erection, construction or placement of any sign, the Concessionaire shall submit to the Director for approval all drawings, electrical details, sketches, designs, elevations, mounting details and dimensions of such signs. Any conditions, restrictions or limitations with respect to the use thereof as stated by the Director in writing shall become conditions of the Agreement.

D. The Concessionaire shall not obstruct its counter space with advertising matter, displays or other literature not directly pertaining to PVR services. The Concessionaire shall not place any signs outside of the Premises.

Section 708. Title to Improvements and Fixtures. All improvements constructed or placed in the Premises by the Concessionaire that are not Removable Fixtures, as well as all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting in the City upon expiration or earlier termination of this Agreement. This vesting of title is subject, however, to the Concessionaire's obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the term and in accordance with this Agreement.

All Removable Fixtures shall remain the property of the Concessionaire, and shall be removed by the Concessionaire at date of expiration or termination of this Agreement. Within sixty (60) days of the commencement of the operation in the Premises, a list of such Removable Fixtures shall be submitted in writing to the Director by Concessionaire for the Director's approval, and such list shall be periodically updated by Concessionaire.

The City reserves the right and the Concessionaire agrees that the Director may require the Concessionaire to remove any or all Improvements and structures and restore the Premises to their original condition at the time the Concessionaire took possession of the Premises. The Concessionaire agrees to bear all costs of such removals and restorations.

ARTICLE VIII

USE OF PREMISES

Section 801. Compliance with Laws and Regulations.

The Concessionaire shall comply with all Rules and Regulations which the Director may establish from time to time, including the Airport's Ground Transportation Rules and Regulations. In addition, the Concessionaire shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Premises or to any adjoining public ways, as to the manner of use or the condition of the Premises or of adjoining public ways.

Section 802. Repairs and Maintenance. The Concessionaire will provide and pay for all repairs and maintenance of the Premises, except the following which shall be the responsibility of the City:

A. The structural components of the terminal buildings.

B. The utility system up to the Concessionaire's point of connection, except where the utility systems are owned or controlled by the utility companies.

The Concessionaire will perform the following functions as part of its responsibilities in the repair and maintenance of the Premises. The following list includes certain functions, but the Concessionaire's responsibilities are not limited to those functions:

A. Perform daily custodial services.

B. Keep all its equipment and fixtures in good repair and appearance.

C. Keep premises free from all fire and other hazards to persons and property and furnish and maintain adequate portable fire protection equipment.

D. Repair all damage to the Premises and the Airport when such damage results from the careless or negligent acts of the Concessionaire or the Concessionaire's employees or agents.

E. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director applicable to all Airport tenants. Such standards may require the use of special devices including, but not limited to special containers, compactors and disposal systems. The Concessionaire agrees to promptly provide and install such devices and to abide by all standards.

F. Confine all handling and holding of the Concessionaire's property to the Premises.

G. Keep all papers and debris picked up daily from the Premises.

H. Keep Premises free of all pests and provide pest control services as needed.

I. No storage will be permitted on the exterior areas of the Premises.

The Director may temporarily or permanently close any roadway or other right-of-way for access to the Premises, so long as another means of access is provided. The Concessionaire understands and agrees that there may be inconveniences caused by construction or renovations of the Airport, and the Concessionaire hereby releases and discharges the City from any and all inconvenience claims, liability or causes of action arising out of or incidental to the closing of any right-of-way, including without limitation loss of profit or business incidental, consequential, or special damages.

Section 803. Right to Enter, Inspect and Make Repairs. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Concessionaire's operations as is reasonably practicable) to enter upon and in the Premises for the following purposes:

A. To inspect such Premises to determine whether the Concessionaire has complied and is complying, with the terms, covenants or conditions of this Agreement.

B. In the event the Concessionaire is obligated but has failed to perform maintenance and make repairs after the City has given the Concessionaire notice to do so, the Concessionaire shall promptly reimburse the City for the cost thereof plus an overhead charge of fifteen percent (15%).

C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.

D. To gain access to the Premises in order to perform studies, inspections, assessments, environmental inspections or assessments, etc.

Section 804. Utilities. The City has provided and paid for heated and chilled medium up to, but not into the Counter Area. The City shall provide a main electric panel from which the Concessionaire shall obtain electricity at a cost based upon metered usage. The Concessionaire shall be responsible for the cost of electric meters and sockets and all connections to and within the Premises. The Concessionaire shall be responsible for any needed modification or upgrade in electrical supply, heating or cooling caused by increased lighting or other changes to the Premises made by the Concessionaire.

The Concessionaire shall pay for all costs of other utilities, including but not limited to deposits, installation costs, connection charges, meter deposits and all service charges for telephone and other utility services metered directly to the Premises, regardless of whether or not such utility services are furnished by the City or a utility service company.

If required by building codes or other regulations, the Concessionaire shall pay for the cost of installation of fire detection and suppression distribution equipment in the Premises. The Concessionaire shall pay for the connection of fire detection equipment up to City provided z-tie boxes. The Concessionaire shall pay for the connection of fire suppression equipment up to City provided sprinkler mains and tamper switches.

The City shall not be liable to the Concessionaire for damages or any losses for the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service. The Concessionaire does hereby release and discharge the City from any and

all inconvenience, claims or cause of actions arising out of or incidental to such interruption, including, without limitation, loss of profit or business or incidental, consequential, or special damages.

Section 805. Interference to Air Navigation. The Concessionaire warrants, represents, and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation regulations or subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain on the Premises. Any obstructions will be immediately removed by the Concessionaire at its expense. The Concessionaire further warrants, represents and agrees not to install any structures, objects, machinery or equipment that would interfere with the operation of navigation aides, the safe and efficient operations of the Airport, or the operations of other tenants and users of the Airport.

ARTICLE IX

LOSS OF AND LIABILITIES PERTAINING TO PREMISES

Section 901. Liability Insurance. The Concessionaire, at its expense and, at all times during the term hereof, shall cause St. Louis County, the City, the Board of Aldermen, the Airport Commission, the officers, agents and employees of said entities and the Concessionaire to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to have arisen out of the activities of the Concessionaire, its officers, agents, employees, and independent contractors pursuant to this Agreement, whether on or off of the Premises or the Airport, under the following types of coverage:

A. Commercial General Liability;

B. Automobile Liability (all vehicles, including hired and non-owned).

The minimum limits of coverage for the above classes of insurance shall equal a single limit of $3,000,000 comprised of such primary and excess policies of insurance as the Concessionaire finds feasible to purchase during the term of this Agreement.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, the City and its Board of Aldermen, Airport Commission, officers, agents, and employees shall be named as an Additional Insured. Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of the Concessionaire, its officers, agents, employees, consultants, contractors, licensees, invitees and independent contractors. In addition, such insurance shall include contractual liability sufficient to cover concessionaires indemnity obligation hereunder. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City and its Board of Aldermen, Airport Commission, officers, agents and employees as an Additional Insured is not intended to, and shall not make the City a partner or joint venturer with the Concessionaire in its operations hereunder.

Concessionaire will maintain, and upon request furnish evidence to City, adequate provisions for workers compensation insurance, Social Security and Unemployment Compensation in at least statutory limits to the extent such provisions are applicable to Concessionaire's operations hereunder.

Section 902. Property Insurance. The Concessionaire will provide fire, lightening, extended coverage and other related insurance coverage for the full value of the Improvements and equipment existing or installed on the Premises.

Section 903. Damage or Destruction of Terminal. The building in which the Premises are located will be insured by the City under a policy of fire and extended coverage.

If the building is destroyed or damaged to such an extent as to be economically irreparable, the City may terminate this Agreement by written notice to the Concessionaire. All rental payments will cease as of the date of the destruction or damage.

If the building is repairable, the City will begin such repairs as soon as is practicable. Rental payments on untenable portions will cease as of the date of the damage. Rental payments will continue to be due on the tenantable areas. The City will attempt to find temporary facilities for use by the Concessionaire during the repairs and the Concessionaire will pay rental for the temporary facilities. City will not be liable or responsible for any losses of any kind whatsoever, including, without limitation, any inconvenience or loss by Concessionaire of business or profit resulting from such damage or any incidental, consequential, or special damages.

Section 904. Evidence of Insurance. Certificates or other evidence of insurance coverage required of the Concessionaire in this Article IX shall be delivered to the Director in form and content satisfactory to the City.

At least fifteen (15) days prior to the expiration of any such policy, the Concessionaire shall submit to the Director a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, the Concessionaire shall within fifteen (15) days after the date of such written notice from the insurer of such cancellation or reduction in coverage file with the Director a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by the City and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving thirty (30) days written notice to the Director.

Section 905. Conditions of Default. This Agreement shall be considered in default when the Concessionaire fails to comply with any term, covenant or condition of this Agreement. Said default shall constitute a material breach hereof and shall be cause for the termination of the Agreement by the City.

Section 906. Indemnification. The Concessionaire shall protect, defend, and hold St. Louis County, the City, the Board of Aldermen, the Airport Commission, and officers, agents and employees of said entities, completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever, arising out of or incident to, this agreement and/or the use or occupancy of the Premises and/or the acts or omissions of the Concessionaire's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City of St. Louis. The Director or his/her designee shall give to the Concessionaire reasonable notice of any such claims or actions. The Concessionaire shall also use counsel reasonably acceptable to the City Counselor of the City of St. Louis or his/her designee, after consultation with the Airport Director or his designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

Section 907. Adjustment of Claims. The Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Concessionaire under this Agreement.

Section 908. Occupancy of Premises. The Concessionaire accepts the Premises "AS IS". The Concessionaire agrees that it will not permit any act of omission or commission or condition to exist on the Premises which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

Section 909. Waiver of Subrogation. Concessionaire on behalf of itself and its insurers, hereby waives any claim or right of recovery from the City, its Board of Aldermen, Airport Commission, officers, agents and employees for any loss or damage to Concessionaire's officers, agents, or employees or its property or the property of others under Concessionaire's control, to the extent that such loss is covered by a valid insurance policy or could be covered by an "all risk" physical damage property insurance policy. Concessionaire shall provide notice of this waiver of subrogation to its insurer(s).

ARTICLE X

ASSIGNMENT AND SUBCONTRACTING

Section 1001. Assignment and Subcontracting.

A. The Concessionaire shall not assign or transfer this Agreement without the prior written approval of the City, as provided for in City Ordinance 63687, approved in 1996. At least ninety (90) days prior to any contemplated assignment of this Agreement, the Concessionaire shall submit a written request to the Director, along with a copy of the proposed assignment agreement. No assignment shall be made or shall be effective if the Concessionaire is in default on any of the other terms, covenants or conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the terms, covenants and obligations contained in this Agreement. The parties to this Agreement understand and agree that the Concessionaire is and shall remain responsible for the performance of its assigns under this Agreement. No assignment shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.

In the event there is an assignment of this Agreement by operation of law, the City shall be entitled within ninety (90) days after written notice thereof to exercise the City's option hereby given to end the term on a date which shall not be sooner than thirty (30) days after the date of such determination by the City. An assignment by operation of law, as the term is used herein, shall include but not be limited to the vesting of the Concessionaire's right, title and interest in the Concessionaire's furnishings, Removable Fixtures, equipment, or the Concessionaire's interest in this Agreement, in a trustee in bankruptcy or in an assignee for the benefit of creditors or in a purchase thereof at a judicial sale or other involuntary or forced sale. It is the purpose of the foregoing provision to prevent the vesting in any such purchaser, referee, trustee, or assignee, any rights, title or interest in the City premises or any of the Removable Fixtures, except subject to the City's right to end the term.

B. The Concessionaire shall not sublet the Premises and/or subcontract or transfer any part of the services to be performed hereunder, except as may be necessary to comply with the DBE participation goal in Article XII of this Agreement. At least sixty (60) days prior to any contemplated subletting of the Premises or subcontracting of this Agreement, the Concessionaire must submit a written request to the Director. This request must include a copy of the proposed subcontract or sublease. Any sublease for space or subcontract for space or granting of rights acquired hereunder shall be subject to the review and written approval of the Director. Such sublease or subcontract, however, must require at a minimum: (1) strict compliance with all provisions of this Agreement; (2) a provision that the sublessee or subcontractor will use the facilities solely for the purposes identified in this Agreement; and (3) a provision ensuring that all concession services are available during the hours of operation required in Section 602 of this Agreement.

The parties understand and agree that the Concessionaire is responsible for the performance of its assignees, sublessees, and subcontractors under this Agreement. The Concessionaire agrees to initiate and take all corrective action should a subcontractor or sublessee fail to comply with its contract with the Concessionaire or any provision of this Agreement. There will be no reduction of the Minimum Annual Guarantee payable to the City during any such period of change-out or vacancy of a subcontractor or sublessee.

C. No subcontract, sublease, or other agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approval, subcontract, sublease or agreement as provided for above. Any such assignment or transfer or subcontract of services or the subletting of the Premises without the consent of the City, as provided for above, shall constitute a default on the part of the Concessionaire under this Agreement, and the City may terminate this Agreement as provided for in Section 1103. No action or failure to act on the part of any officer, agent or employee of the City shall constitute a waiver by the City of this provision.

ARTICLE XI

TERMINATION OF AGREEMENT IN ENTIRETY

Section 1101. The City's Right to Terminate. The City, acting by and through its Director, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof, upon the happening of any one or more of the following events. By example, but not by way of limitation, the following acts or omissions shall constitute a material breach of the Agreement justifying the termination of this Agreement in its entirety.

A. If the fees, charges, or other money payments which the Concessionaire herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.

B. If, during the term of this Agreement, the Concessionaire shall:

1. apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;

2. file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;

3. make a general assignment for the benefit of creditors;

4. file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;

5. file an answer admitting the material allegations of a petition filed against any said assignee or sub lessee in any

bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement, an order, judgment or decree shall be entered by any court of competent jurisdiction; or the application of a creditor, adjudicating the Concessionaire as bankrupt or insolvent; or approving a petition seeking a reorganization of the Concessionaire, and such order, judgment or decree, shall continue unstayed and in effect for any period of ninety (90) consecutive days;

6. fail to maintain the quality of services and prices to the satisfaction of the Director as required hereunder;

7. fail to prevent cessation or deterioration of service for a period which in the opinion of the Director, materially and adversely affects the overall performance of the Concessionaire under this Agreement;

8. allow a lien to be filed against the Concessionaire or any of the equipment or furnishings therein because of or resulting from any act or omission of the Concessionaire that is not removed or enjoined within thirty (30) days;

9. desert, vacate or discontinue all or a portion of its operation of the Premises that in the opinion of the Director results in a failure to provide the public and others the service contemplated hereunder;

10. fail in the performance of any term, covenant or condition herein required to be performed by the Concessionaire.

On the date set forth in the notice of termination, the term of this Agreement and all right, title and interest of Concessionaire shall expire, except as otherwise provided in Section 1103 hereof.

Failure of the City to take any authorized action upon default of any term, covenant or condition required to be performed, kept and observed by the Concessionaire shall not be construed to be or act as a waiver of default or in any subsequent default of any term, covenant or condition herein contained to be performed, kept and observed by Concessionaire. The acceptance of monies by the City from the Concessionaire for any period or periods after a default by the Concessionaire of any term, covenant or condition herein required to be performed, kept and observed by the Concessionaire shall not be deemed a waiver or estopping of any right on the part of the City to terminate this Agreement for failure by the Concessionaire to so perform, keep or observe any said term, covenant or condition.

Section 1102. The Concessionaire's Right to Terminate.

The Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof for the following causes:

A. If a court of competent jurisdiction issues an injunction or restraining order against the City preventing or restraining the use of the Airport for Airport purposes in its entirety or in substantial entirety.

B. If the City shall have abandoned the Airport for a period of at least sixty (60) days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers.

C. If the City shall have failed in the performance of any specific covenant constituting a material breach within the control of the City and required by this Agreement to be performed by the City.

Section 1103. Procedures for Termination. No termination declared by either party shall be effective unless and until not less than forty-five (45) days have elapsed after notice by either party to the other specifying the date and cause of termination, except for the Concessionaire's failure to make any payments or Performance and Payment Bond specified in Article V or provide any insurance coverage specified in Article IX. The effective date of termination shall be forty-five (45) days from the payment(s) due date with notice to the Concessionaire or thirty (30) days from the date the insurance coverage or Performance and Payment Bond is not provided with notice to the Concessionaire; and no such termination, except for termination for the Concessionaire's failure to make any payments or provide insurance or Performance and Payment Bond, shall be effective if the party at default (1) cannot by the nature of the default cure it within such forty-five (45) day period, (2) commences to correct such default within said forty-five (45) days and (3) corrects the same as promptly as is reasonably practicable.

In the event that suit shall be instituted by the City upon the default of payment of charges and fees as provided herein, then the Concessionaire agrees also to pay reasonable attorneys' fees, litigation fees, and court costs.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and the Concessionaire specified in this Article are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto or any other remedies otherwise available to the parties at law or in equity.

ARTICLE XII

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Section 1201. Compliance.

A. The Concessionaire agrees as a condition hereunder to meet a minimum DBE participation goal of not less than either (1) ten percent (10%) participation in the ownership, management and control of the business by the methods of participation allowed by DOT 49 CFR Part 23, Subpart F, or (2) ten percent (10%) participation through the purchase or lease of services or goods from certified DBEs. Both goals shall be measured as a percentage of total Gross Receipts. These goals remain in effect throughout the term of the Agreement and credit toward the DBE goal will only be given for the use of Airport Authority certified DBEs.

The Concessionaire submitted at the time of bid evidence that it completed the applicable good faith efforts procedure specified in the PVR bid specifications.

B. If these good faith efforts resulted in the fulfillment of the DBE goal, the Concessionaire will not be required to perform additional good faith efforts, except in the event that the Concessionaire's DBE participation fails to continue to meet the goal or comply with the applicable federal regulations. In the event the Concessionaire's DBE participation fails to continue to meet the goal or comply with applicable federal regulations, the Concessionaire will be required to perform the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following the loss of DBE participation and continue at intervals of not less than twelve (12) months, or until the DBE goal is reached by the Concessionaire.

C. 1. If these good faith efforts did not result in fulfillment of the DBE goal, the Concessionaire must again complete the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following commencement of the term of this Agreement and continue at intervals of not less than twelve (12) months, or until the DBE goal is reached by the Concessionaire.

2. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, Subpart F. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

The Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

3. The Concessionaire shall operate its PVR concession in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 23, as applicable, and as said regulations may be amended or new regulations promulgated. The Concessionaire shall also comply with any City of St. Louis executive order, resolution or ordinance enacted, now or in the future, to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, the City shall have the right to terminate this Agreement.

ARTICLE XIII

LIQUIDATED DAMAGES

Section 1301. Liquidated Damages. Concessionaire recognizes and hereby agrees and stipulates that the City will lose revenue and/or incur certain cost or expense, the amounts of which are difficult to ascertain, if Concessionaire violates any of the terms, covenants or conditions enumerated below. Therefore, the Concessionaire agrees and stipulates that the Director, on behalf of the City, may elect after written notice to the Concessionaire of said violation to impose the charges set forth below as liquidated damages on the basis of each violation per day:

VIOLATION	SECOND VIOLATION	THIRD VIOLATION
Violation of Article III, Rights, Limitation of Rights	$100.00	$500.00
Violation of Article VI, Concessionaires Operations	$100.00	$500.00
Violation of Article VII, Improvement and Alterations	$100.00	$500.00
Violation of Article VIII, Use of Premises Clause	$100.00	$500.00

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Notice. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, 10701 Lambert International Boulevard, P.O. Box 10212 Lambert Station, St. Louis, MO 63145. All notices, demands, and requests by the City to the Concessionaire shall be sent by certified mail, return receipt requested addressed to:

President
The Hertz Corporation
225 Brae Boulevard
Park Ridge, New Jersey 07656

A copy of all notices shall also be mailed to the Airport Business and Marketing Manager at the same address.

Either or both parties may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to the Concessionaire or said Director.

Section 1402. Non-Discrimination and Affirmative Action Program.

A. The Concessionaire hereto understands and agrees that the City in the operation and use of Lambert-St. Louis International Airport will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 21 of the Federal Aviation Regulations of the Office of the Secretary of Transportation. The Concessionaire hereby agrees that his premises shall be posted to such effect as required by said regulations.

B. The Concessionaire agrees that in performing under this Agreement, neither he nor anyone under his control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry. The Concessionaire will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. Such action must include, but shall not be limited to the following: actions to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training, including apprenticeship.

C. The Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of the Concessionaire state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". The Concessionaire shall not make inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.

D. The Concessionaire agrees that should it be determined by the Concessionaire or the City that he will be unable to conform to his approved positive employment program submitted to determine eligibility under the fair employment practices

provisions of the City Code, he will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within ten (10) days of such determination to ascertain the steps to be taken by the Concessionaire to achieve the provisions of his program.

E. The Concessionaire will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

F. The Concessionaire further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by the Concessionaire in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, including all labor organizations who may furnish skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.

G. Whenever the Concessionaire is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, the Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

H. The Concessionaire will establish and maintain for the term of this Agreement an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment. The City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.

I. The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Concessionaire 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 this subpart. The Concessionaire assures that it will require that its covered sub organizations provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 1403. No Personal Liability. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

Section 1404. Force Majeure. Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

Section 1405. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

Section 1406. Quiet Enjoyment. Subject to the provisions of the Agreement, the City covenants that the Concessionaire on paying the rentals and otherwise performing its covenants and other obligations hereunder shall have quiet and peaceable possession of the Premises.

Section 1407. Operation and Maintenance of the Airport. The City shall at all times operate the Airport properly and in a sound and economical manner; and the City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

Section 1408. Title to the Site. The Premises from the date hereof until the termination of this Agreement shall be owned in fee simple title by the City or in such lesser estate as in the opinion of the City Counselor is sufficient to permit the letting thereof by the City as herein provided for the full term provided in this Agreement.

Section 1409. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between the City and the United States relative to the operation or maintenance of the Airport, the

execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act, as it has been amended from time to time.

Section 1410. Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires modifications or changes to this document as a condition precedent to granting of funds for the improvement of the Airport, the Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable the City to obtain said Federal Aviation Administration funds.

Section 1411. Governing Law. This Agreement shall be deemed to have been made and be construed in accordance with the laws of the State of Missouri, and is subject to the City Charter and ordinances.

Section 1412. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 1413. Amendments. This Agreement may be amended from time to time by written agreement, duly authorized and executed by representatives of all the parties hereto.

Section 1414. Previous Agreements. It is expressly understood that the terms and provisions of this Agreement shall in no way affect or impair the terms, obligations or conditions of any existing or prior agreement between the Concessionaire and the City.

Section 1415. Required Approvals. When the consent, approval, waiver, or certification ("Approval") of other the party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. The City and Concessionaire agree that extensions of time for performance may be made by the written mutual consent of the Director of Airports and the Concessionaire or its designee.

Section 1416. Waivers. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any waiver must be in writing and signed by the party waiving.

Section 1417. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the Concessionaire in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

Section 1418. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 1419. Not a Lease. This Agreement is not a lease, and the right to use the Premises is entirely dependent upon the rights and privileges granted hereunder. The Concessionaire will in no instance be deemed to have acquired any possessory rights against the City or the Premises or be deemed to be a tenant of the City.

Section 1420. Advertising. The Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises either directly or indirectly in connection with any production, promotion service or publication without the prior written consent of the Director.

Section 1421. Conflicts Between Tenants. In the event of a conflict between the Concessionaire and any other tenant, licensee or concessionaire as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each
lessee, licensee, and / or other concessionaire and shall make a final decision to which the Concessionaire agrees to be bound. All

determinations by the Director are final.

Section 1422. Prevailing Wage. Concessionaire shall, as a condition of the Agreement, include in all service contracts pertaining to the Premises language specifying the minimum prevailing wages to paid and fringe benefits to be provided by the service contractor to employees of said service contractor. This section is in accordance with and is subject to City Ordinance No. 62124.

Section 1423. Solicitation For Bids. The Concessionaire's bid, including all exhibits, schedules, addenda, attachments, policies, bonds, letters of credit and the Solicitation For Bids for On-Airport Passenger Vehicle Rental Concessions at the Airport dated March 26, 2003 is hereby made a part of the this Agreement and is incorporated herein by reference. Providing that if an express provision of this Agreement is in conflict with any provision of the Concessionaire's Bid or the Solicitation For Bids referred to above, the provisions of this Agreement shall prevail.

Section 1424. Americans with Disabilities Act (ADA). Concessionaire shall be responsible for compliance with the Federal ADA, plus any federal, state, or local laws and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

Section 1425. Time is of the Essence. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.

Section 1426. Acknowledgment of Terms and Conditions. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed, in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.

Section 1427. Security Plan and Facilities. Concessionaire hereby acknowledges that City is required by Federal Aviation Regulations, Part 107, to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. City has met said requirements by developing a master security plan for the Airport, and Concessionaire warrants, covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Concessionaire's exercise of the privileges granted to the Concessionaire hereunder. Concessionaire will promptly (within 30 days of the City's request) reimburse City for all fines or penalties imposed upon City by the FAA resulting from Agent's negligence or failure to act in relation to Part 107.

Section 1428. Environmental Notice. Concessionaire shall promptly notify the Director of (1) any change in the nature of the Concessionaire's operations on the Premises that will materially and/or substantially change the City's or Concessionaire's potential obligations or liabilities under the environmental laws, or (2) the commencement of any governmental entity of a formal administrative proceeding before an administrative law judge or a civil or criminal action before a judicial tribunal alleging a violation of any environmental law in connection with Concessionaire's operations on the Premises.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as set forth below for themselves, their successors and assigns.

Pursuant to City of St. Louis Ordinance _____, approved on _____.

THE HERTZ CORPORATION

_____

Title: _____

Date: _____

ATTEST

_____

Title: _____

Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

The foregoing Agreement was approved by the Airport Commission at its meeting on _____ 2003.

_____

Commission Chairman and Director of Airports

Date _____

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on _____, 2003.

_____
Secretary, Board of Estimate and Apportionment

Date: _____

APPROVED AS TO FORM ONLY BY:

_____
City Counselor, City of St. Louis

Date _____

COUNTERSIGNED BY:

_____
Comptroller, City of St. Louis

Date: _____

ATTESTED TO BY:

_____
Register, City of St. Louis

Date: _____

See attached Exhibit A - Main Terminal Counter Area & Curbside Passenger Pick-up/Drop-off Spaces and East Terminal Curbside Passenger Pick-up/Drop-off Spaces

ATTACHMENT "B"

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

AVIS RENT A CAR SYSTEM, INC.

ON-AIRPORT PASSENGER VEHICLE RENTAL CONCESSION AGREEMENT

NO. AL-249

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AIRPORT NUMBER AL-249

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
CONCESSION AGREEMENT
(ON-AIRPORT PASSENGER VEHICLE RENTAL)

THIS AGREEMENT, made and entered into as of the ____ day of _____ 2003, by and between the **CITY OF ST. LOUIS** ("City"), a municipal corporation of the State of Missouri and Avis Rent A Car System, Inc., (Concessionaire"), a corporation organized and existing under the laws of the State of New Jersey, trading as Avis Rent A Car System, Inc.

WITNESSETH, That:

WHEREAS, the City now owns, operates and maintains an international airport known as "Lambert-St. Louis International Airport" ("Airport"), located in the County of St. Louis, Missouri;

WHEREAS, On-Airport Passenger Vehicle Rental ("PVR") Concessions at the Airport are essential for proper accommodation of the public;

WHEREAS, the City has determined that the public will be best served by seven (7) PVR concession operators at the Airport during the term of this Agreement;

WHEREAS, the City has determined that it is in the public interest for the following objectives to be met in the provision of a PVR concession:

- to provide first-class PVR concessions that meet Airport user needs and add value to other Airport and airline services;
- to provide a wide range of high quality PVR services at prices that are attractive to Airport users;
- to provide PVR services that are operated by well trained, efficient and pleasant staff;
- to be responsive to both Federal Aviation Administration and City goals for Disadvantaged Business Enterprise participation in PVR concessions.

WHEREAS, the City has advertised and received competitive bids for the right to manage and operate PVR concessions at the Airport, and by this process the City has determined that the Concessionaire is a qualified operator of this service and has submitted a bid deemed advantageous to the public and the City;

NOW, THEREFORE, for and in consideration of the payments, promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and the Concessionaire agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. The following words and phrases shall have the following meanings:

"Agreement" shall mean this document and any amendments thereto, duly approved by the City.

"Airport" as stated in the preamble hereof.

"Airport Properties Department" shall mean that department of the City of St. Louis Airport Authority that has as its primary responsibility the administration of all tenant, permittee, concessionaire and other space at the Airport, and shall be the Concessionaire's point of contact with the Airport on all issues related to this Agreement.

"Authority" shall mean the City of St. Louis department responsible for managing and operating the Airport.

"City" as stated in the preamble hereof.

"Concession Fee" shall mean the product of (i) Gross Receipts multiplied by (ii) the percentage specified in Article V hereof.

"Concessionaire" as stated in the preamble hereof.

"Contract Year" shall mean a period of five (5) consecutive twelve month periods commencing on the first day of the term of the Agreement, as specified in Section 401.

"Counter Area" shall mean a counter in the Main Terminal that is designated for the Concessionaire's use in the provision of PVR services to the public.

"Customer Service Facility" shall mean any facility operated by a Concessionaire for the processing and/or servicing of, or for the delivery of, rental vehicles to its customers located on or off Airport property.

"Director" shall mean the Director of Airports of the Airport Authority of the City of St. Louis, and incorporates the granting of approval requirements of Section 1415 hereof.

"Disadvantaged Business Enterprise" or "DBE" shall mean a small business: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, as in the case of a publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals means those individuals who are citizens of the United States (or are lawfully admitted permanent residents) and who are refutably presumed to be women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans or Asian Indian Americans and any other individuals or groups found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, as amended.

"Gross Receipts" includes, but is not limited to, the following items:

- all time and mileage charges, net of any discounts that may be offered, on vehicles rented at the Counter or Customer Service Facility or on vehicles taken by customers from the Customer Service Facility regardless of what station or establishment may receive the vehicles or the rent from them, including vehicles taken by customers in exchange for vehicles originally rented or taken by customers at the Customer Service Facility, regardless of whether collected or not

collected;

- all monies paid or payable for personal accident insurance coverage;

drop charges charged to customers renting vehicles at the Customer Service Facility but delivering them to another location;

- all monies separately stated or collected to recover the Airport concession fee, Airport rent, or any other Airport fee or charge;

- all monies charged or collected as surcharges or other miscellaneous fees (e.g., recovery of automobile property taxes, vehicle title and registration fees and sales tax on purchase of rental vehicle);

- all other monies charged or collected from customers for associated services and equipment (e.g., child restraint devices and telecommunications devices), except those specifically excluded below;

- all receipts charged or derived from or in connection with the extension or renewal of any automobile rental agreement entered into with any customer transported by any means from the Airport to a Customer Service Facility, regardless of the location at which that rental agreement is renewed or extended;

- amounts paid or payable to the Concessionaire in exchange for coupons or vouchers which are redeemed at another facility operated by the Concessionaire; and

- all monies stated on the rental agreement as a single package price for a variety of rental car services (including, but not limited to, time and mileage charges, refueling of vehicles, personal accident insurance coverage, collision damage waivers and loss and damage waivers), even if some of the included services may be excluded from Gross Receipts if stated separately on the rental agreement. The Concessionaire shall not exchange vehicles, modify the accounting treatment of receipts, nor rename or redefine rentals, services, or products in any manner that would deprive the City of amounts that would otherwise be payable to the City;

Only the following may be excluded from Gross Receipts:

- monies separately stated and collected from customers for collision damage waivers and loss damage waivers and supplementary liability protection;

- monies recovered from insurance or otherwise for damage to or for loss, conversion or abandonment of vehicles or other property;

- any taxes or payments in lieu of taxes levied by competent governmental authority which is required by law to be separately stated and collected from customers. Such payments shall not include the Airport fees, rents, or charges paid to the City under this Agreement;

- monies separately stated and collected from customers for refueling of vehicles;

- proceeds from the disposal of the Concessionaire's owned equipment, vehicles sold wholesale or fixtures approved for removal by the Director;

- monies collected from customers for vehicles dropped at the Customer Service Facility and originally rented at another airport to which the Concessionaire pays a concession fee;

- credits for refunds to customers for sales made at the Customer Service Facility; and

- rental of any vehicle to local residents or other customers who did not arrive at the Airport by airplane within 24 hours prior to the rental, and was not transported from the Airport by the Concessionaire or by others to the Concessionaire's Customer Service Facility, together with a statement (which shall be included in the rental agreement or attached thereto) completed and signed by such customer in the following form:

I hereby certify that I did not arrive by airplane at Lambert - St. Louis International Airport within 24 hours prior to renting the vehicle described in this agreement and that I was not transported from the Airport by the rental car company, or by others, to the rental car company's Customer Service Facility.

_____
Signature

_____
Printed Name

_____
Date

"Ground Transportation Rules and Regulations" shall mean the Airport's Commercial Ground Transportation Rules and Regulations as adopted by the City and as may be amended from time to time in the future.

"Improvements" shall mean all construction and fixtures built or erected by the Concessionaire, and forming a part of and which are permanently affixed or attached to any portion of Airport real property or improvements.

"On-Airport Passenger Vehicle Rental (PVR) Concession" shall mean a concession that serves the public through the provision of on-airport passenger vehicle rental services.

"Premises" shall mean a location or locations described in Section 201 that have been designated by the City for the operation of Concessionaire's PVR concession, and for other uses provided specifically herein.

"Removable Fixtures" shall mean all furnishings, equipment and fixtures installed by the Concessionaire, that are not permanently affixed to any wall, floor or ceiling in the Premises.

ARTICLE II

PREMISES

Section 201. Premises. City hereby grants the use of and requires the Concessionaire to use at the Airport the Counter Areas and the Curbside Passenger Pick-Up / Drop-Off Spaces as described on the Exhibit "A" attached hereto and made a part hereof in the Concessionaire's operation of its customer service counter. The rights granted in Section 301 hereof must only be exercised on the Premises and at the Customer Service Facility.

The Director shall have the right to add, substitute, relocate or delete portions of the Premises upon reasonable notice to the Concessionaire. The City will not be liable or responsible for any loss whatsoever, including without limitation, any inconvenience or loss by the Concessionaire of work time, profit or business resulting from these changes to the Premises.

The Director may, however the Director shall bear no obligation to, reallocate the Curbside Passenger Pick-Up / Drop-Off Area(s) on June 1 of Contract Years Two (2) through Five (5), based on the Concessionaire's prior contract year's concession fees paid to the City in relation to the total concession fees paid by all PVR concessionaires, if the change in concession fees amongst any of the PVR concessionaires is five (5) percentage points or more.

The Counter Area lines of demarcation between the Concessionaire and other concessionaires or tenants shall be determined by the Director.

The City will not provide a ready / return or a service area for the Concessionaire's use during any part of the term of this Agreement.

Section 202. Access. Subject to and in accordance with the terms, covenants and conditions of this Agreement, the Concessionaire shall have the right of free access, ingress to and egress from the Premises for the Concessionaire's employees, agents, guests, patrons and invitees.

ARTICLE III

CONCESSION RIGHTS

Section 301. Rights. City hereby grants to the Concessionaire the right, license and privilege to operate a nonexclusive PVR concession at the Airport subject to and in accordance with all of the terms, covenants and conditions of this Agreement during the term of this Agreement. The following activities are inclusive of these rights:

The right to transact rental services only within the Premises and at the Customer Service Facility, including the provision of a customer service counter, the sale of loss and collision damage waiver, personal accident insurance, and such other insurance products and customer services including infant car seats and telecommunications devices used only for rental vehicles.

The Concessionaire will be required to pay installation, maintenance and operating charges for direct telephone lines on the telephone boards in the Main Terminal, East Terminal and roadway pick-up areas. In addition, the Concessionaire will finance and operate shuttle vehicles for the purpose of transporting customers between the Main Terminal and East Terminal and the Concessionaire's Customer Service Facility. The Concessionaire shall comply with and all shuttle vehicles of the Concessionaire will be governed by and subject to the Airport's Ground Transportation Rules and Regulations, as may be amended from time to time.

Section 302. Limitation of Rights. The Concessionaire is not granted the right to offer for sale any merchandise, vehicles, or other services, or engage in any other business or commercial activity on the Airport that is not specifically granted under this Agreement. If any services or products, other than those specifically mentioned in Section 301 are offered for sale by the Concessionaire, the Concessionaire will cease and desist from any further sale or provision thereof immediately and not later than upon receipt of written notice from the Director.

Concessionaire shall not engage in advertising or provide an area for the distribution of advertisements on behalf of any company other than itself. City shall be the sole judge whether the conduct of Concessionaire's representative in the solicitation of business constitutes a violation of this paragraph, and upon notice from the City, Concessionaire shall forthwith take all steps necessary to eliminate the undesirable condition.

This Agreement grants no real or implied rights to any concession privileges on the Airport other than in the designated areas.

ARTICLE IV

LEASE TERM

Section 401. Term. The term of this Agreement shall consist of five (5) years commencing on January 1, 2004, and ending December 31, 2008, unless sooner terminated in accordance with other provisions of this Agreement.

Section 402. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. The Concessionaire covenants and agrees that at the expiration date of the term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises, which in accordance with Section 708 shall be restored to original condition, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Premises with or without due process of law.

ARTICLE V

FEES AND RENTALS

Section 501. General. The Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession fees set forth below in Sections 502, 503, 506 and 511 and the utilities described in Section 804 of this Agreement, without demand during the term of this Agreement.

Section 502. Space Rental Payment. The Concessionaire shall pay to the City from the first month of the term through the last month of the term, an annual per square foot rental rate for Counter Area in the Main Terminal equal to the City's actual expense of providing and maintaining the space as computed by the City plus fifteen percent (15%). This rental rate shall be adjusted on an annual basis beginning on July 1 of each calendar year.

Section 503. Concession Fee Payments.

A. The Concessionaire agrees to pay to City for Contract Years One through Five a sum equal to the greater of the Minimum Annual Guarantee as set out below for each Contract Year or ten percent (10.0%) of Gross Receipts.

Contract Years	Minimum Annual Guarantee
Year 1	$1,876,000.00
Year 2	$1,913,000.00
Year 3	$1,951,000.00
Year 4	$1,990,000.00
Year 5	$2,030,000.00

B. The Minimum Annual Guarantees shall be reduced by a maximum of twenty-five percent (25%) should originating/destination ("O&D") enplaned passengers fall by at least twenty-five percent (25%) or more in a one year period after Contract Year One. The base year for O&D enplanement comparisons is Contract Year One. O&D enplanement numbers used for comparisons shall be taken from the statistics recorded by the City. This adjustment shall be subject to the following limitations: (1) this adjustment will take effect in the Contract Year immediately following the Contract Year in which the entire twenty-five percent (25%) reduction in O&D enplanements is attained, (2) this adjustment applies only to Contract Years subsequent to the entire twenty-five percent (25%) decline in O&D enplaned passengers and (3) this adjustment will be offset proportionally to one hundred percent (100%) of the applicable Contract Years' Minimum Annual Guarantees for Contract Years following the year in which O&D enplanements increases above seventy-five percent (75%) of Contract Year One O&D enplanements.

An example of this adjustment is as follows. O&D enplanements in Contract Year Three decrease to sixty-five percent (65%) of Contract Year One O&D enplanements. This will cause a maximum of a twenty-five percent (25%) reduction in the Minimum Annual Guarantee for Contract Year Four. O&D enplanements in Contract Year Four then increase to eighty-five percent (85%) of Contract Year One O&D enplanements. This will cause the Minimum Guarantee for Contract Year Five to increase to one hundred percent (100%) of the Minimum Annual Guarantee for Contract Year Five.

Section 504. Payment. Payments for each month of the Contract Years shall consist of (a) paid in advance on or before the first day of each month an amount equal to 1/12 of the annual rental for the Counter Area for the applicable calendar year, (b) paid in advance on or before the first day of each month an amount equal to 1/12 of the Minimum Annual Guarantee for the applicable Contract Year and (c) paid on or before the 20th day of the second and each succeeding month an amount equal to the Percentage Fee for the preceding month which exceeds the Minimum Annual Guarantee for the applicable Contract Year. (See Section 506 Unpaid Rent and Fees for the amount of any applicable service charge).

Section 505. Reports.

A. The Concessionaire shall submit to the City by the 20th day of the second and each succeeding month of the Contract Years hereof, one copy of an accurate statement of Gross Receipts. The final statement of Gross Receipts will be due by the 20th day of the month following expiration of this Agreement. The Concessionaire shall report Gross Receipts, and the computation of Gross Receipts, on the form approved by the Director. The City reserves the right to use these statements of Gross Receipts as a source of information to bidders in a future solicitation for bids for this concession.

B. On the form approved by the Director for the submission of each monthly statement of Gross Receipts, the Concessionaire shall state the number of rental transactions. The City shall use said reports to determine traffic flow for planning and other management purposes.

C. The Concessionaire shall submit an audit report of Gross Receipts within one hundred twenty (120) days following the conclusion of each Contract Year. These audit reports must be prepared by an independent Certified Public Accountant licensed to do business within the state of Missouri. The audit reports shall at a minimum certify the accuracy of (i) reported total accumulated Gross Receipts, (ii) the calculation of the total amount payable to the City based upon the Percentage Fee, and (iii) the aggregate amount of Gross Receipts and/or goods and services attributable to DBE participants. The audit reports shall also include a schedule showing the total of actual payments to the City during the Contract Year and shall state an opinion as to the correctness of the computation of Gross Receipts without exception.

If through such audit report it is established that additional fees are due the City, the Concessionaire shall pay such additional fees to the City not later than fifteen (15) days after completion of such statement and receipt of written notice from the Director. If it is established that the Concessionaire has overpaid the City, then such overpayment from the Concessionaire shall be credited to the fees and charges next thereafter due from the Concessionaire or paid to Concessionaire after the last Contract year.

D. Within thirty (30) days after the close of each Contract Year, except the last Contract Year, the Concessionaire shall provide the City with an estimate of projected monthly Gross Receipts for the subsequent Contract Year.

E. Delivery of an audit report containing a qualified opinion, an adverse opinion or a disclaimer of opinion as defined in the Statement on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default pursuant to Section 1101 (B) (10) herein.

Section 506. Unpaid Rent and Fees. All unpaid rent and fee payments due the City hereunder will bear a service charge of one-and-a-half percent (1½%) per month if same is not paid and received by the City on or before the 20th of the month in which said payments are due, and the Concessionaire agrees that it will pay and discharge all costs and expenses including attorneys' fees incurred or expended by the City in collection of said delinquent amounts due including services charges.

Section 507. Performance and Payment Bond. Concessionaire agrees to furnish a Performance and Payment bond in a form acceptable to City in the principal amount of $1,015,000.00 before the Concessionaire performs any work under this Agreement. Such bond, or other form of security, shall remain in full force and effect throughout the term of this Agreement and shall extend sixty (60) days following the expiration or early termination of this Agreement. In the event that said bond should expire prior to expiration or early termination of this Agreement, Concessionaire covenants and agrees to provide City a renewal bond sixty (60) days prior to expiration date of the expiring bond. Such bond will guarantee the payment of all Fees and performance of all other terms, covenants and conditions of this Agreement. The bond will be in the form of standard commercial guaranty bond running to City, written by a surety company authorized to do business in Missouri and (1) having a "Best" key rating of not less than A and with a "Best" Financial Size Category of not less that Class VIII and (2) shown on the most recent U.S. Treasury Circular No. 570 as having an "underwriting limitation" of at least the amount of the penal sum of the bond. The bond will be kept in full force and effect during the term hereof. City may agree to another form of deposit which will provide equal protection of City's interest. If City cashes the bond or other form of deposit, Lessee agrees to furnish a replacement bond or other form of deposit in the same principal amount within fifteen (15) days.

Section 508. Prompt Payment of Taxes and Fees. The Concessionaire covenants and agrees to pay promptly all lawful general taxes or payments in lieu of taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport or under this Agreement, and further covenants and agrees not to permit any of said taxes, payments, assessments, fees and charges to become delinquent.

Section 509. Accounting Records and Reports. During the term hereof the Concessionaire will make available in the St. Louis area true, accurate, complete and auditable records of all business it conducts at the Airport. The Concessionaire will make same records available in the St. Louis area for one year following the termination of this Agreement. These records will be accessible during usual business hours to the City or it's duly appointed agents or auditors. The Concessionaire is not required to maintain its records in the St. Louis area, as provided above, if it agrees to pay for all costs associated with conducting audits performed by the City at the Concessionaire's place of records.

Section 510. Audit. City or its designated agent reserves the right to audit Concessionaire, its subcontractors or others doing business under this Agreement, books and records and receipts at any time for the purpose of verifying the Gross Receipts hereunder. If as a result of such audit(s), it is established that additional fees or charges are due the City, the Concessionaire shall pay such fees or charges to the City not later than fifteen (15) days after completion of such audit and written notice by the Director. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between Gross Receipts reported by the Concessionaire and Gross Receipts determined by the audit, the cost of the audit shall be borne by the Concessionaire.

Section 511. Additional Fees, Charges and Rentals. The Concessionaire will pay additional fees, charges and rentals under the following conditions:

A. if the City has paid any sum(s) or has incurred any obligation(s) or expense(s) for which the Concessionaire has agreed

to pay or reimburse the City, or

B. if the City is required or elects to pay any sum(s) or incur any obligation(s) or expense(s) because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of the terms, covenants or conditions of this Agreement.

Such payments will include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees, charges and rental thereafter due hereunder. Each and every part of such payment will be recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic fees, charges and rentals, as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum(s) by the City for any work done or material furnished will be prima facie evidence against Concessionaire that the amount of such payment was necessary and reasonable.

Section 512. Notice, Place and Manner of Payment. Payments will be made in legal tender of the United States at the Office of the Director at the Airport, or at such other place in the City of St. Louis, Missouri as the Director may hereafter notify Concessionaire.

ARTICLE VI

CONCESSIONAIRE' S OPERATIONS

Section 601. Standards of Service. The Concessionaire warrants, represents, covenants and agrees to meet the City's objectives as set out in the preamble hereof. The Concessionaire shall furnish a first-class PVR concession serving the needs of all users of the Airport by offering prompt and efficient services that are adequate to meet all reasonable demands thereof. All categories of users will be treated on a fair, equal and nondiscriminatory manner that will reflect credit upon the Concessionaire and the City. The Concessionaire shall provide quality services managed efficiently in a clean, attractive and pleasant atmosphere.

A. The Concessionaire shall offer for rent vehicles not more than two (2) model years old consisting of full-size, mid-size, compact and subcompact models in such numbers as to meet reasonably foreseeable demands of the traveling public. All vehicles shall be maintained, at Concessionaire's expense, in good and safe operating order, free from any known mechanical defects, and be in clean neat and attractive condition both inside and out.

B. Operator may offer for rental antique, vintage, classic or other luxury or prestige automobile or handicapped operated vehicles of good quality, free from any known defect and clean and attractive both inside and out. The City shall have the right to prohibit Concessionaire from offering for rental any vehicle which City reasonably determines not to meet the standards in 601 (A) above.

C. Concessionaire shall provide the following services for its customers at the Airport: (i) accept at least three (3) nationally recognized credit cards for payment of automobile rental, (ii) provide for a national reservation system readily available to customers who reside in any state, (iii) provide for one way rentals to or from any location within a seven hundred fifty (750) mile radius of the Airport, (iv) make available bodily injury and property damage liability as primary coverage and not as excess of customers personal liability coverage.

Section 602. Hours of Operation. The hours of operation for serving the public shall be from the earlier of one hour before the first departure or the time of the first arrival until the later of one hour after the last arrival or the time of the last departure, seven (7) days per week. Concessionaire must monitor flight activity and adjust its hours of operation to accommodate late arriving flights. Counter hours will conform to hours of operation. The Concessionaire may not change the hours of operation without written application to and the written approval of the Director. The Director may require the Concessionaire to change its hours of operation to reflect changing operational circumstances at the Airport.

Section 603. Pricing. The Concessionaire shall charge fair, reasonable and nondiscriminatory prices that are attractive to the public and substantially similar to the prices charged by on-airport concessionaires at airports of comparable passenger enplanements. The Concessionaire shall comply with all applicable rules and regulations of the Federal Trade Commission and other government agencies.

Section 604. Promotion. The Concessionaire covenants that it shall take all reasonable measures in every proper manner to

maintain, develop and increase the business conducted by it hereunder.

The Concessionaire shall not divert or cause or allow any business to be diverted from the Airport by referral or any other method. Any action taken by the Concessionaire to induce its patrons to rent or receive vehicles in such a manner and at such places so as to diminish the Gross Receipts of the Concessionaire under this Agreement shall constitute a material breach hereof and a cause for the termination of this Agreement by the City.

Section 605. Personnel.

A. The Concessionaire shall maintain a sufficient number of trained personnel on duty at all times to insure that Concessionaire's customers will receive prompt and courteous service at all times. The Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms and badges to indicate the fact and nature of their employment. The Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of this PVR concession. The Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules and regulations. The Concessionaire's oral solicitation of business at the Airport shall be confined to the Premises. The Concessionaire shall prohibit and restrain its agents, servants and employees from loud, noisy, boisterous or otherwise objectionable behavior. Upon objection from the Director concerning the conduct or appearance of any such persons, the Concessionaire shall immediately take all steps necessary to remove the cause of the objection.

B. The Concessionaire, at its cost, acknowledges and agrees that it will conduct employee background checks of each of its personnel if required by the Federal Aviation Administration (FAA) and/or the Airport. The Concessionaire recognizes and agrees that security requirements may change and the Concessionaire agrees that it will comply with all such changes throughout the term of this Agreement.

The Concessionaire understands and agrees that fines and / or penalties may be assessed by the Federal Aviation Administration for the Concessionaire's noncompliance with the provisions of 14 CFR § 107 (1988) as amended or other applicable laws or regulations. The Concessionaire shall promptly reimburse the City for any fines or penalties paid by the City due to Concessionaire's noncompliance with said laws or regulations.

Section 606. Manager. The Concessionaire shall at all times retain one or more qualified, competent and experienced manager(s) who shall manage and supervise the operations and the facilities and represent and act for the Concessionaire. The manager(s) shall ordinarily be available during regular business hours. A responsible subordinate shall be in charge and available at all times during the manager's absence.

Section 607. Conflicts. The Concessionaire shall monitor the movement of its vehicles to minimize conflict with other functions and users of the Airport and shall coordinate its use of the Airport with other users.

Section 608. Record Keeping. The Concessionaire agrees to provide a system for the collection of all monies and provision of accounting, audit and statements of Gross Receipts as required by Article V of this Agreement. This system shall be capable of providing comprehensive records, in a format acceptable to the Director, of daily, monthly and annual sales of the Concessionaire and DBE participant(s) under this Agreement (these records are to be retained by the Concessionaire). The Concessionaire must also maintain records that document, in a format acceptable to the Director, the purchase or lease of goods and services attributable to DBE participants.

Section 609. Transition Period. If applicable, during any future transition of the PVR concession to another concessionaire, the incumbent Concessionaire shall use its best efforts to assure a smooth transition and agrees to closely coordinate the planning and execution of the transition with the Director.

Section 610. Operation.

A. The Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, the Concessionaire will provide and be responsible for all employees and necessary components of the operation, including inventory, fixtures, equipment and supplies. The Concessionaire shall provide and maintain the rental vehicles made available hereunder at the Concessionaire's sole expense, in good operative order, free from known mechanical defects and in a clean, neat and attractive condition inside and outside.

B. The City shall not be responsible for any vehicles, supplies, fixtures or equipment used, maintained or stored on the Premises or at the Customer Service Facility, nor will it be responsible for damage to such items resulting from flood, fire, explosion, vandalism or other causes outside the control and responsibility of the City.

C. Concessionaire will be responsible for removing its vehicles from the parking facilities owned by the City on a daily basis and will pay all applicable parking fees.

Section 611. Communication.

A. The Concessionaire's local manager shall schedule monthly or quarterly meetings (at the Properties Department's discretion) with the appropriate representative of the Airport Properties Department to discuss sales and any other relevant issues which may affect the Concessionaire's operation at the Airport. The Concessionaire shall also be available for meetings at other times as necessary.

B. The Concessionaire shall be responsible for notifying the Airport Properties Department of any problem that reduces service or sales levels or in any way impairs the Concessionaire's operation. The Airport will make every reasonable effort to assist in eliminating such problems.

Section 612. Customer Complaints. Concessionaire will establish procedures for handling all customer complaints. Concessionaire will respond in writing to every complaint, written or oral, within seven (7) calendar days of the complaint and will make good faith efforts to explain, resolve or rectify the cause of the complaint. Concessionaire will provide the Director with a summary of their customer complaints and their resolution at a time and in a manner acceptable to the Director. Concessionaire will provide the Director with specifics of any complaint that has not been reasonably and satisfactorily resolved.

ARTICLE VII

IMPROVEMENTS AND ALTERATIONS

Section 701. Construction by the Concessionaire.

A. The Concessionaire takes the Premises in the Main Terminal "AS IS" and shall, at the Concessionaire's sole cost and expense, improve the Premises, including installation of new counter, back wall and other finishes in the Counter Area prior as soon as possible, but not later than February 29, 2004.

All improvements shall be constructed by the Concessionaire in accordance with plans prepared by the Concessionaire and approved by the Director subject to the requirements of this Article VII.

B. The Concessionaire agrees that all such work shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director.

Section 702. Preparation of Plans and Specifications. The Concessionaire shall submit detailed drawings, plans and specifications for improving and equipping the Premises. The Concessionaire will begin work on proposed construction only after it has received the written approval of its plans and specifications from the Director.

Section 703. Contractor's Liability Insurance. In any contract that pertains to improving and equipping the Premises, Concessionaire shall require the contractor to cause St. Louis County, the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, a combined single limit of not less than $2,000,000 for bodily injury and property damage and include the City as an Additional Insured. Said insurance shall be in a form agreeable to the City, and certificates showing proof of coverage shall be delivered to the Director for approval before any constructing, improving or equipping of Premises commences.

Section 704. Performance and Payment Bonds. The Concessionaire shall require each of its contractors and suppliers of construction materials to furnish Performance and Payment Bonds in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo 1994 as amended. Copies of the bonds shall be given to the Director for approval before work begins. Any sum(s) derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers, as the case may be.

Section 705. Mechanics' and Materialmen's Liens. The Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien to be foreclosed upon the Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

Section 706. Certificates of Completion. Upon the completion of the improvements hereunder, the Concessionaire shall submit to the Director a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Concessionaire.

Section 707. Signs.

A. The Concessionaire shall not erect, maintain or display any signs on the Premises without the prior written approval of the Director. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, the Concessionaire shall have the right to install such advertising and identification signs as may be necessary for the proper conduct of PVR services as contemplated hereunder. The Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises.

B. The Concessionaire shall be responsible for the cost of any new signs or modifications to Airport directories and other existing signs, including sign systems required by the Director. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 707 and the Tenant Design Standards.

C. Prior to the erection, construction or placement of any sign, the Concessionaire shall submit to the Director for approval all drawings, electrical details, sketches, designs, elevations, mounting details and dimensions of such signs. Any conditions, restrictions or limitations with respect to the use thereof as stated by the Director in writing shall become conditions of the Agreement.

D. The Concessionaire shall not obstruct its counter space with advertising matter, displays or other literature not directly pertaining to PVR services. The Concessionaire shall not place any signs outside of the Premises.

Section 708. Title to Improvements and Fixtures. All improvements constructed or placed in the Premises by the Concessionaire that are not Removable Fixtures, as well as all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting in the City upon expiration or earlier termination of this Agreement. This vesting of title is subject, however, to the Concessionaire's obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the term and in accordance with this Agreement.

All Removable Fixtures shall remain the property of the Concessionaire, and shall be removed by the Concessionaire at date of expiration or termination of this Agreement. Within sixty (60) days of the commencement of the operation in the Premises, a list of such Removable Fixtures shall be submitted in writing to the Director by Concessionaire for the Director's approval, and such list shall be periodically updated by Concessionaire.

The City reserves the right and the Concessionaire agrees that the Director may require the Concessionaire to remove any or all Improvements and structures and restore the Premises to their original condition at the time the Concessionaire took possession of the Premises. The Concessionaire agrees to bear all costs of such removals and restorations.

ARTICLE VIII

USE OF PREMISES

Section 801. Compliance with Laws and Regulations.

The Concessionaire shall comply with all Rules and Regulations which the Director may establish from time to time, including the Airport's Ground Transportation Rules and Regulations. In addition, the Concessionaire shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Premises or to any adjoining public ways, as to the manner of use or the condition of the Premises or of adjoining public ways.

Section 802. Repairs and Maintenance. The Concessionaire will provide and pay for all repairs and maintenance of the Premises, except the following which shall be the responsibility of the City:

A. The structural components of the terminal buildings.

B. The utility system up to the Concessionaire's point of connection, except where the utility systems are owned or controlled by the utility companies.

The Concessionaire will perform the following functions as part of its responsibilities in the repair and maintenance of the Premises. The following list includes certain functions, but the Concessionaire's responsibilities are not limited to those functions:

A. Perform daily custodial services.

B. Keep all its equipment and fixtures in good repair and appearance.

C. Keep premises free from all fire and other hazards to persons and property and furnish and maintain adequate portable fire protection equipment.

D. Repair all damage to the Premises and the Airport when such damage results from the careless or negligent acts of the Concessionaire or the Concessionaire's employees or agents.

E. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director applicable to all Airport tenants. Such standards may require the use of special devices including, but not limited to special containers, compactors and disposal systems. The Concessionaire agrees to promptly provide and install such devices and to abide by all standards.

F. Confine all handling and holding of the Concessionaire's property to the Premises.

G. Keep all papers and debris picked up daily from the Premises.

H. Keep Premises free of all pests and provide pest control services as needed.

I. No storage will be permitted on the exterior areas of the Premises.

The Director may temporarily or permanently close any roadway or other right-of-way for access to the Premises, so long as another means of access is provided. The Concessionaire understands and agrees that there may be inconveniences caused by construction or renovations of the Airport, and the Concessionaire hereby releases and discharges the City from any and all inconvenience claims, liability or causes of action arising out of or incidental to the closing of any right-of-way, including without limitation loss of profit or business incidental, consequential, or special damages.

Section 803. Right to Enter, Inspect and Make Repairs. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Concessionaire's operations as is reasonably practicable) to enter upon and in the Premises for the following purposes:

A. To inspect such Premises to determine whether the Concessionaire has complied and is complying, with the terms, covenants or conditions of this Agreement.

B. In the event the Concessionaire is obligated but has failed to perform maintenance and make repairs after the City has given the Concessionaire notice to do so, the Concessionaire shall promptly reimburse the City for the cost thereof plus an overhead charge of fifteen percent (15%).

C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.

D. To gain access to the Premises in order to perform studies, inspections, assessments, environmental inspections or assessments, etc.

Section 804. Utilities. The City has provided and paid for heated and chilled medium up to, but not into the Counter Area. The City shall provide a main electric panel from which the Concessionaire shall obtain electricity at a cost based upon metered usage. The Concessionaire shall be responsible for the cost of electric meters and sockets and all connections to and within the Premises. The Concessionaire shall be responsible for any needed modification or upgrade in electrical supply, heating or cooling caused by increased lighting or other changes to the Premises made by the Concessionaire.

The Concessionaire shall pay for all costs of other utilities, including but not limited to deposits, installation costs, connection charges, meter deposits and all service charges for telephone and other utility services metered directly to the Premises, regardless of whether or not such utility services are furnished by the City or a utility service company.

If required by building codes or other regulations, the Concessionaire shall pay for the cost of installation of fire detection and suppression distribution equipment in the Premises. The Concessionaire shall pay for the connection of fire detection equipment up to City provided z-tie boxes. The Concessionaire shall pay for the connection of fire suppression equipment up to City provided sprinkler mains and tamper switches.

The City shall not be liable to the Concessionaire for damages or any losses for the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service. The Concessionaire does hereby release and discharge the City from any and all inconvenience, claims or cause of actions arising out of or incidental to such interruption, including, without limitation, loss of profit or business or incidental, consequential, or special damages.

Section 805. Interference to Air Navigation. The Concessionaire warrants, represents, and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation regulations or subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain on the Premises. Any obstructions will be immediately removed by the Concessionaire at its expense. The Concessionaire further warrants, represents and agrees not to install any structures, objects, machinery or equipment that would interfere with the operation of navigation aides, the safe and efficient operations of the Airport, or the operations of other tenants and users of the Airport.

ARTICLE IX

LOSS OF AND LIABILITIES PERTAINING TO PREMISES

Section 901. Liability Insurance. The Concessionaire, at its expense and, at all times during the term hereof, shall cause St. Louis County, the City, the Board of Aldermen, the Airport Commission, the officers, agents and employees of said entities and the Concessionaire to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to have arisen out of the activities of the Concessionaire, its officers, agents, employees, and independent contractors pursuant to this Agreement, whether on or off of the Premises or the Airport, under the following types of coverage:

A. Commercial General Liability;

B. Automobile Liability (all vehicles, including hired and non-owned).

The minimum limits of coverage for the above classes of insurance shall equal a single limit of $3,000,000 comprised of such primary and excess policies of insurance as the Concessionaire finds feasible to purchase during the term of this Agreement.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, the City and its Board of Aldermen, Airport Commission, officers, agents, and employees shall be named as an Additional Insured. Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of the Concessionaire, its officers, agents, employees, consultants, contractors, licensees, invitees and independent contractors. In addition, such insurance shall include contractual liability sufficient to cover concessionaires indemnity obligation hereunder. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City and its Board of Aldermen, Airport Commission, officers, agents and employees as an Additional Insured is not intended to, and shall not make the City a partner or joint venturer with the Concessionaire in its operations hereunder.

Concessionaire will maintain, and upon request furnish evidence to City, adequate provisions for workers compensation insurance, Social Security and Unemployment Compensation in at least statutory limits to the extent such provisions are applicable to

Concessionaire's operations hereunder.

Section 902. Property Insurance. The Concessionaire will provide fire, lightening, extended coverage and other related insurance coverage for the full value of the Improvements and equipment existing or installed on the Premises.

Section 903. Damage or Destruction of Terminal. The building in which the Premises are located will be insured by the City under a policy of fire and extended coverage.

If the building is destroyed or damaged to such an extent as to be economically irreparable, the City may terminate this Agreement by written notice to the Concessionaire. All rental payments will cease as of the date of the destruction or damage.

If the building is repairable, the City will begin such repairs as soon as is practicable. Rental payments on untenable portions will cease as of the date of the damage. Rental payments will continue to be due on the tenantable areas. The City will attempt to find temporary facilities for use by the Concessionaire during the repairs and the Concessionaire will pay rental for the temporary facilities. City will not be liable or responsible for any losses of any kind whatsoever, including, without limitation, any inconvenience or loss by Concessionaire of business or profit resulting from such damage or any incidental, consequential, or special damages.

Section 904. Evidence of Insurance. Certificates or other evidence of insurance coverage required of the Concessionaire in this Article IX shall be delivered to the Director in form and content satisfactory to the City.

At least fifteen (15) days prior to the expiration of any such policy, the Concessionaire shall submit to the Director a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, the Concessionaire shall within fifteen (15) days after the date of such written notice from the insurer of such cancellation or reduction in coverage file with the Director a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by the City and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving thirty (30) days written notice to the Director.

Section 905. Conditions of Default. This Agreement shall be considered in default when the Concessionaire fails to comply with any term, covenant or condition of this Agreement. Said default shall constitute a material breach hereof and shall be cause for the termination of the Agreement by the City.

Section 906. Indemnification. The Concessionaire shall protect, defend, and hold St. Louis County, the City, the Board of Aldermen, the Airport Commission, and officers, agents and employees of said entities, completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever, arising out of or incident to, this agreement and/or the use or occupancy of the Premises and/or the acts or omissions of the Concessionaire's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City of St. Louis. The Director or his/her designee shall give to the Concessionaire reasonable notice of any such claims or actions. The Concessionaire shall also use counsel reasonably acceptable to the City Counselor of the City of St. Louis or his/her designee, after consultation with the Airport Director or his designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

Section 907. Adjustment of Claims. The Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Concessionaire under this Agreement.

Section 908. Occupancy of Premises. The Concessionaire accepts the Premises "AS IS". The Concessionaire agrees that it will not permit any act of omission or commission or condition to exist on the Premises which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

Section 909. Waiver of Subrogation. Concessionaire on behalf of itself and its insurers, hereby waives any claim or right of recovery from the City, its Board of Aldermen, Airport Commission, officers, agents and employees for any loss or damage to Concessionaire's officers, agents, or employees or its property or the property of others under Concessionaire's control, to the extent

that such loss is covered by a valid insurance policy or could be covered by an "all risk" physical damage property insurance policy. Concessionaire shall provide notice of this waiver of subrogation to its insurer(s).

ARTICLE X

ASSIGNMENT AND SUBCONTRACTING

Section 1001. Assignment and Subcontracting.

A. The Concessionaire shall not assign or transfer this Agreement without the prior written approval of the City, as provided for in City Ordinance 63687, approved in 1996. At least ninety (90) days prior to any contemplated assignment of this Agreement, the Concessionaire shall submit a written request to the Director, along with a copy of the proposed assignment agreement. No assignment shall be made or shall be effective if the Concessionaire is in default on any of the other terms, covenants or conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the terms, covenants and obligations contained in this Agreement. The parties to this Agreement understand and agree that the Concessionaire is and shall remain responsible for the performance of its assigns under this Agreement. No assignment shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.

In the event there is an assignment of this Agreement by operation of law, the City shall be entitled within ninety (90) days after written notice thereof to exercise the City's option hereby given to end the term on a date which shall not be sooner than thirty (30) days after the date of such determination by the City. An assignment by operation of law, as the term is used herein, shall include but not be limited to the vesting of the Concessionaire's right, title and interest in the Concessionaire's furnishings, Removable Fixtures, equipment, or the Concessionaire's interest in this Agreement, in a trustee in bankruptcy or in an assignee for the benefit of creditors or in a purchase thereof at a judicial sale or other involuntary or forced sale. It is the purpose of the foregoing provision to prevent the vesting in any such purchaser, referee, trustee, or assignee, any rights, title or interest in the City premises or any of the Removable Fixtures, except subject to the City's right to end the term.

B. The Concessionaire shall not sublet the Premises and/or subcontract or transfer any part of the services to be performed hereunder, except as may be necessary to comply with the DBE participation goal in Article XII of this Agreement. At least sixty (60) days prior to any contemplated subletting of the Premises or subcontracting of this Agreement, the Concessionaire must submit a written request to the Director. This request must include a copy of the proposed subcontract or sublease. Any sublease for space or subcontract for space or granting of rights acquired hereunder shall be subject to the review and written approval of the Director. Such sublease or subcontract, however, must require at a minimum: (1) strict compliance with all provisions of this Agreement; (2) a provision that the sublessee or subcontractor will use the facilities solely for the purposes identified in this Agreement; and (3) a provision ensuring that all concession services are available during the hours of operation required in Section 602 of this Agreement.

The parties understand and agree that the Concessionaire is responsible for the performance of its assignees, sublessees, and subcontractors under this Agreement. The Concessionaire agrees to initiate and take all corrective action should a subcontractor or sublessee fail to comply with its contract with the Concessionaire or any provision of this Agreement. There will be no reduction of the Minimum Annual Guarantee payable to the City during any such period of change-out or vacancy of a subcontractor or sublessee.

C. No subcontract, sublease, or other agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approval, subcontract, sublease or agreement as provided for above. Any such assignment or transfer or subcontract of services or the subletting of the Premises without the consent of the City, as provided for above, shall constitute a default on the part of the Concessionaire under this Agreement, and the City may terminate this Agreement as provided for in Section 1103. No action or failure to act on the part of any officer, agent or employee of the City shall constitute a waiver by the City of this provision.

ARTICLE XI

TERMINATION OF AGREEMENT IN ENTIRETY

Section 1101. The City's Right to Terminate. The City, acting by and through its Director, may declare this Agreement

terminated in its entirety, in the manner provided in Section 1103 hereof, upon the happening of any one or more of the following events. By example, but not by way of limitation, the following acts or omissions shall constitute a material breach of the Agreement justifying the termination of this Agreement in its entirety.

A. If the fees, charges, or other money payments which the Concessionaire herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.

B. If, during the term of this Agreement, the Concessionaire shall:

1. apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;

2. file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;

3. make a general assignment for the benefit of creditors;

4. file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;

5. file an answer admitting the material allegations of a petition filed against any said assignee or sub lessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement, an order, judgment or decree shall be entered by any court of competent jurisdiction; or the application of a creditor, adjudicating the Concessionaire as bankrupt or insolvent; or approving a petition seeking a reorganization of the Concessionaire, and such order, judgment or decree, shall continue unstayed and in effect for any period of ninety (90) consecutive days;

6. fail to maintain the quality of services and prices to the satisfaction of the Director as required hereunder;

7. fail to prevent cessation or deterioration of service for a period which in the opinion of the Director, materially and adversely affects the overall performance of the Concessionaire under this Agreement;

8. allow a lien to be filed against the Concessionaire or any of the equipment or furnishings therein because of or resulting from any act or omission of the Concessionaire that is not removed or enjoined within thirty (30) days;

9. desert, vacate or discontinue all or a portion of its operation of the Premises that in the opinion of the Director results in a failure to provide the public and others the service contemplated hereunder;

10. fail in the performance of any term, covenant or condition herein required to be performed by the Concessionaire.

On the date set forth in the notice of termination, the term of this Agreement and all right, title and interest of Concessionaire shall expire, except as otherwise provided in Section 1103 hereof.

Failure of the City to take any authorized action upon default of any term, covenant or condition required to be performed, kept and observed by the Concessionaire shall not be construed to be or act as a waiver of default or in any subsequent default of any term, covenant or condition herein contained to be performed, kept and observed by Concessionaire. The acceptance of monies by the City from the Concessionaire for any period or periods after a default by the Concessionaire of any term, covenant or condition herein required to be performed, kept and observed by the Concessionaire shall not be deemed a waiver or estopping of any right on the part of the City to terminate this Agreement for failure by the Concessionaire to so perform, keep or observe any said term, covenant or condition.

Section 1102. <u>The Concessionaire's Right to Terminate.</u>

The Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof for the following causes:

A. If a court of competent jurisdiction issues an injunction or restraining order against the City preventing or restraining the use of the Airport for Airport purposes in its entirety or in substantial entirety.

B. If the City shall have abandoned the Airport for a period of at least sixty (60) days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers.

C. If the City shall have failed in the performance of any specific covenant constituting a material breach within the control of the City and required by this Agreement to be performed by the City.

Section 1103. Procedures for Termination. No termination declared by either party shall be effective unless and until not less than forty-five (45) days have elapsed after notice by either party to the other specifying the date and cause of termination, except for the Concessionaire's failure to make any payments or Performance and Payment Bond specified in Article V or provide any insurance coverage specified in Article IX. The effective date of termination shall be forty-five (45) days from the payment(s) due date with notice to the Concessionaire or thirty (30) days from the date the insurance coverage or Performance and Payment Bond is not provided with notice to the Concessionaire; and no such termination, except for termination for the Concessionaire's failure to make any payments or provide insurance or Performance and Payment Bond, shall be effective if the party at default (1) cannot by the nature of the default cure it within such forty-five (45) day period, (2) commences to correct such default within said forty-five (45) days and (3) corrects the same as promptly as is reasonably practicable.

In the event that suit shall be instituted by the City upon the default of payment of charges and fees as provided herein, then the Concessionaire agrees also to pay reasonable attorneys' fees, litigation fees, and court costs.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and the Concessionaire specified in this Article are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto or any other remedies otherwise available to the parties at law or in equity.

ARTICLE XII

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Section 1201. Compliance.

A. The Concessionaire agrees as a condition hereunder to meet a minimum DBE participation goal of not less than either (1) ten percent (10%) participation in the ownership, management and control of the business by the methods of participation allowed by DOT 49 CFR Part 23, Subpart F, or (2) ten percent (10%) participation through the purchase or lease of services or goods from certified DBEs. Both goals shall be measured as a percentage of total Gross Receipts. These goals remain in effect throughout the term of the Agreement and credit toward the DBE goal will only be given for the use of Airport Authority certified DBEs.

The Concessionaire submitted at the time of bid evidence that it completed the applicable good faith efforts procedure specified in the PVR bid specifications.

B. If these good faith efforts resulted in the fulfillment of the DBE goal, the Concessionaire will not be required to perform additional good faith efforts, except in the event that the Concessionaire's DBE participation fails to continue to meet the goal or comply with the applicable federal regulations. In the event the Concessionaire's DBE participation fails to continue to meet the goal or comply with applicable federal regulations, the Concessionaire will be required to perform the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following the loss of DBE participation and continue at intervals of not less than twelve (12) months, or until the DBE goal is reached by the Concessionaire.

C. 1. If these good faith efforts did not result in fulfillment of the DBE goal, the Concessionaire must again complete the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following commencement of the term of this Agreement and continue at intervals of not less than twelve (12) months, or until the DBE goal is reached by the Concessionaire.

2. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, Subpart F. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

The Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

3. The Concessionaire shall operate its PVR concession in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 23, as applicable, and as said regulations may be amended or new regulations promulgated. The Concessionaire shall also comply with any City of St. Louis executive order, resolution or ordinance enacted, now or in the future, to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, the City shall have the right to terminate this Agreement.

ARTICLE XIII

LIQUIDATED DAMAGES

Section 1301. Liquidated Damages. Concessionaire recognizes and hereby agrees and stipulates that the City will lose revenue and/or incur certain cost or expense, the amounts of which are difficult to ascertain, if Concessionaire violates any of the terms, covenants or conditions enumerated below. Therefore, the Concessionaire agrees and stipulates that the Director, on behalf of the City, may elect after written notice to the Concessionaire of said violation to impose the charges set forth below as liquidated damages on the basis of each violation per day:

VIOLATION	SECOND VIOLATION	THIRD VIOLATION
Violation of Article III, Rights, Limitation of Rights	$100.00	$500.00
Violation of Article VI, Concessionaires Operations	$100.00	$500.00
Violation of Article VII, Improvement and Alterations	$100.00	$500.00
Violation of Article VIII, Use of Premises Clause	$100.00	$500.00

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Notice. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, 10701 Lambert International Boulevard, P.O. Box 10212 Lambert Station, St. Louis, MO 63145. All notices, demands, and requests by the City to the Concessionaire shall be sent by certified mail, return receipt requested addressed to:

President
Avis Rent A Car System, Inc.
6 Sylvan Way
Parsippany, NJ 07054

A copy of all notices shall also be mailed to the Airport Business and Marketing Manager at the same address.

Either or both parties may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to the Concessionaire or said Director.

Section 1402. Non-Discrimination and Affirmative Action Program.

A. The Concessionaire hereto understands and agrees that the City in the operation and use of Lambert-St. Louis International Airport will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 21 of the Federal Aviation Regulations of the Office of the Secretary of Transportation. The Concessionaire hereby agrees that his premises shall be

posted to such effect as required by said regulations.

B. The Concessionaire agrees that in performing under this Agreement, neither he nor anyone under his control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry. The Concessionaire will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. Such action must include, but shall not be limited to the following: actions to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training, including apprenticeship.

C. The Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of the Concessionaire state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". The Concessionaire shall not make inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.

D. The Concessionaire agrees that should it be determined by the Concessionaire or the City that he will be unable to conform to his approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the City Code, he will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within ten (10) days of such determination to ascertain the steps to be taken by the Concessionaire to achieve the provisions of his program.

E. The Concessionaire will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

F. The Concessionaire further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by the Concessionaire in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, including all labor organizations who may furnish skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.

G. Whenever the Concessionaire is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, the Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

H. The Concessionaire will establish and maintain for the term of this Agreement an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment. The City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.

I. The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Concessionaire 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 this subpart. The Concessionaire assures that it will require that its covered sub organizations provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 1403. No Personal Liability. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

Section 1404. Force Majeure. Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

Section 1405. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations of

this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

Section 1406. Quiet Enjoyment. Subject to the provisions of the Agreement, the City covenants that the Concessionaire on paying the rentals and otherwise performing its covenants and other obligations hereunder shall have quiet and peaceable possession of the Premises.

Section 1407. Operation and Maintenance of the Airport. The City shall at all times operate the Airport properly and in a sound and economical manner; and the City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

Section 1408. Title to the Site. The Premises from the date hereof until the termination of this Agreement shall be owned in fee simple title by the City or in such lesser estate as in the opinion of the
City Counselor is sufficient to permit the letting thereof by the City as herein provided for the full term provided in this Agreement.

Section 1409. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act, as it has been amended from time to time.

Section 1410. Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires modifications or changes to this document as a condition precedent to granting of funds for the improvement of the Airport, the Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable the City to obtain said Federal Aviation Administration funds.

Section 1411. Governing Law. This Agreement shall be deemed to have been made and be construed in accordance with the laws of the State of Missouri, and is subject to the City Charter and ordinances.

Section 1412. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 1413. Amendments. This Agreement may be amended from time to time by written agreement, duly authorized and executed by representatives of all the parties hereto.

Section 1414. Previous Agreements. It is expressly understood that the terms and provisions of this Agreement shall in no way affect or impair the terms, obligations or conditions of any existing or prior agreement between the Concessionaire and the City.

Section 1415. Required Approvals. When the consent, approval, waiver, or certification ("Approval") of other the party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. The City and Concessionaire agree that extensions of time for performance may be made by the written mutual consent of the Director of Airports and the Concessionaire or its designee.

Section 1416. Waivers. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any waiver must be in writing and signed by the party waiving.

Section 1417. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not

materially prejudice either the City or the Concessionaire in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

Section 1418. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 1419. Not a Lease. This Agreement is not a lease, and the right to use the Premises is entirely dependent upon the rights and privileges granted hereunder. The Concessionaire will in no instance be deemed to have acquired any possessory rights against the City or the Premises or be deemed to be a tenant of the City.

Section 1420. Advertising. The Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises either directly or indirectly in connection with any production, promotion service or publication without the prior written consent of the Director.

Section 1421. Conflicts Between Tenants. In the event of a conflict between the Concessionaire and any other tenant, licensee or concessionaire as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each lessee, licensee, and / or other concessionaire and shall make a final decision to which the Concessionaire agrees to be bound. All determinations by the Director are final.

Section 1422. Prevailing Wage. Concessionaire shall, as a condition of the Agreement, include in all service contracts pertaining to the Premises language specifying the minimum prevailing wages to paid and fringe benefits to be provided by the service contractor to employees of said service contractor. This section is in accordance with and is subject to City Ordinance No. 62124.

Section 1423. Solicitation For Bids. The Concessionaire's bid, including all exhibits, schedules, addenda, attachments, policies, bonds, letters of credit and the Solicitation For Bids for On-Airport Passenger Vehicle Rental Concessions at the Airport dated March 26, 2003 is hereby made a part of the this Agreement and is incorporated herein by reference. Providing that if an express provision of this Agreement is in conflict with any provision of the Concessionaire's Bid or the Solicitation For Bids referred to above, the provisions of this Agreement shall prevail.

Section 1424. Americans with Disabilities Act (ADA). Concessionaire shall be responsible for compliance with the Federal ADA, plus any federal, state, or local laws and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

Section 1425. Time is of the Essence. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.

Section 1426. Acknowledgment of Terms and Conditions. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed, in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.

Section 1427. Security Plan and Facilities. Concessionaire hereby acknowledges that City is required by Federal Aviation Regulations, Part 107, to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. City has met said requirements by developing a master security plan for the Airport, and Concessionaire warrants, covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Concessionaire's exercise of the privileges granted to the Concessionaire hereunder. Concessionaire will promptly (within 30 days of the City's request) reimburse City for all fines or penalties imposed upon City by the FAA resulting from Agent's negligence or failure to act in relation to Part 107.

Section 1428. Environmental Notice. Concessionaire shall promptly notify the Director of (1) any change in the nature of the Concessionaire's operations on the Premises that will materially and/or substantially change the City's or Concessionaire's potential obligations or liabilities under the environmental laws, or (2) the commencement of any governmental entity of a formal administrative proceeding before an administrative law judge or a civil or criminal action before a judicial tribunal alleging a violation of any environmental law in connection with Concessionaire's operations on the Premises.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as set forth below for themselves, their successors and

assigns.

Pursuant to City of St. Louis Ordinance _____, approved on _____.

AVIS RENT A CAR SYSTEM, INC.

_____

Title: _____

Date: _____

ATTEST

_____

Title: _____

Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

The foregoing Agreement was approved by the Airport Commission at its meeting on _____ 2003.

_____
Commission Chairman and Director of Airports

Date_____

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on _____, 2003.

_____
Secretary, Board of Estimate and Apportionment

Date: _____

APPROVED AS TO FORM ONLY BY:

_____
City Counselor, City of St. Louis

Date_____

COUNTERSIGNED BY:

_____
Comptroller, City of St. Louis

Date: _____

ATTESTED TO BY:

_____
Register, City of St. Louis

Date: _____

See attached Exhibit A - Main Terminal Counter Area & Curbside Passenger Pick-up/Drop-off Spaces and East Terminal Curbside Passenger Pick-up/Drop-off Spaces

ATTACHMENT "C"

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

ANC RENTAL CORPORATION,

d/b/a ALAMO AND NATIONAL

ON-AIRPORT PASSENGER VEHICLE RENTAL CONCESSION AGREEMENT

NO. AL-248

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AIRPORT NUMBER AL-248

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
CONCESSION AGREEMENT
(ON-AIRPORT PASSENGER VEHICLE RENTAL)

THIS AGREEMENT, made and entered into as of the ____ day of _____ 2003, by and between the **CITY OF ST. LOUIS** ("City"), a municipal corporation of the State of Missouri and ANC Rental Corporation, d/b/a Alamo and National, (Concessionaire"), a corporation organized and existing under the laws of the State of Florida, trading as National Car Rental and Alamo Rent-A-Car.

WITNESSETH, That:

WHEREAS, the City now owns, operates and maintains an international airport known as "Lambert-St. Louis International Airport" ("Airport"), located in the County of St. Louis, Missouri;

WHEREAS, On-Airport Passenger Vehicle Rental ("PVR") Concessions at the Airport are essential for proper accommodation of the public;

WHEREAS, the City has determined that the public will be best served by seven (7) PVR concession operators at the Airport during the term of this Agreement;

WHEREAS, the City has determined that it is in the public interest for the following objectives to be met in the provision of a PVR concession:

- to provide first-class PVR concessions that meet Airport user needs and add value to other Airport and airline services;
- to provide a wide range of high quality PVR services at prices that are attractive to Airport users;
- to provide PVR services that are operated by well trained, efficient and pleasant staff;
- to be responsive to both Federal Aviation Administration and City goals for Disadvantaged Business Enterprise participation in PVR concessions.

WHEREAS, the City has advertised and received competitive bids for the right to manage and operate PVR concessions at the Airport, and by this process the City has determined that the Concessionaire is a qualified operator of this service and has submitted a bid deemed advantageous to the public and the City;

NOW, THEREFORE, for and in consideration of the payments, promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and the Concessionaire agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. The following words and phrases shall have the following meanings:

"Agreement" shall mean this document and any amendments thereto, duly approved by the City.

"Airport" as stated in the preamble hereof.

"Airport Properties Department" shall mean that department of the City of St. Louis Airport Authority that has as its primary responsibility the administration of all tenant, permittee, concessionaire and other space at the Airport, and shall be the Concessionaire's point of contact with the Airport on all issues related to this Agreement.

"Authority" shall mean the City of St. Louis department responsible for managing and operating the Airport.

"City" as stated in the preamble hereof.

"Concession Fee" shall mean the product of (i) Gross Receipts multiplied by (ii) the percentage specified in Article V hereof.

"Concessionaire" as stated in the preamble hereof.

"Contract Year" shall mean a period of five (5) consecutive twelve month periods commencing on the first day of the term of the Agreement, as specified in Section 401.

"Counter Area" shall mean a counter in the Main Terminal that is designated for the Concessionaire's use in the provision of PVR services to the public.

"Customer Service Facility" shall mean any facility operated by a Concessionaire for the processing and/or servicing of, or for the delivery of, rental vehicles to its customers located on or off Airport property.

"Director" shall mean the Director of Airports of the Airport Authority of the City of St. Louis, and incorporates the granting of

approval requirements of Section 1415 hereof.

"Disadvantaged Business Enterprise" or "DBE" shall mean a small business: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, as in the case of a publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals means those individuals who are citizens of the United States (or are lawfully admitted permanent residents) and who are refutably presumed to be women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans or Asian Indian Americans and any other individuals or groups found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, as amended.

"Gross Receipts" includes, but is not limited to, the following items:

- all time and mileage charges, net of any discounts that may be offered, on vehicles rented at the Counter or Customer Service Facility or on vehicles taken by customers from the Customer Service Facility regardless of what station or establishment may receive the vehicles or the rent from them, including vehicles taken by customers in exchange for vehicles originally rented or taken by customers at the Customer Service Facility, regardless of whether collected or not collected;

- all monies paid or payable for personal accident insurance coverage;

- drop charges charged to customers renting vehicles at the Customer Service Facility but delivering them to another location;

- all monies separately stated or collected to recover the Airport concession fee, Airport rent, or any other Airport fee or charge;

- all monies charged or collected as surcharges or other miscellaneous fees (e.g., recovery of automobile property taxes, vehicle title and registration fees and sales tax on purchase of rental vehicle);

- all other monies charged or collected from customers for associated services and equipment (e.g., child restraint devices and telecommunications devices), except those specifically excluded below;

- all receipts charged or derived from or in connection with the extension or renewal of any automobile rental agreement entered into with any customer transported by any means from the Airport to a Customer Service Facility, regardless of the location at which that rental agreement is renewed or extended;

- amounts paid or payable to the Concessionaire in exchange for coupons or vouchers which are redeemed at another facility operated by the Concessionaire; and

- all monies stated on the rental agreement as a single package price for a variety of rental car services (including, but not limited to, time and mileage charges, refueling of vehicles, personal accident insurance coverage, collision damage waivers and loss and damage waivers), even if some of the included services may be excluded from Gross Receipts if stated separately on the rental agreement. The Concessionaire shall not exchange vehicles, modify the accounting treatment of receipts, nor rename or redefine rentals, services, or products in any manner that would deprive the City of amounts that would otherwise be payable to the City;

Only the following may be excluded from Gross Receipts:

- monies separately stated and collected from customers for collision damage waivers and loss damage waivers and supplementary liability protection;

- monies recovered from insurance or otherwise for damage to or for loss, conversion or abandonment of vehicles or other property;

- any taxes or payments in lieu of taxes levied by competent governmental authority which is required by law to be separately stated and collected from customers. Such payments shall not include the Airport fees, rents, or charges paid

to the City under this Agreement;

- monies separately stated and collected from customers for refueling of vehicles;
- proceeds from the disposal of the Concessionaire's owned equipment, vehicles sold wholesale or fixtures approved for removal by the Director;
- monies collected from customers for vehicles dropped at the Customer Service Facility and originally rented at another airport to which the Concessionaire pays a concession fee;
- credits for refunds to customers for sales made at the Customer Service Facility; and
- rental of any vehicle to local residents or other customers who did not arrive at the Airport by airplane within 24 hours prior to the rental, and was not transported from the Airport by the Concessionaire or by others to the Concessionaire's Customer Service Facility, together with a statement (which shall be included in the rental agreement or attached thereto) completed and signed by such customer in the following form:

I hereby certify that I did not arrive by airplane at Lambert - St. Louis International Airport within 24 hours prior to renting the vehicle described in this agreement and that I was not transported from the Airport by the rental car company, or by others, to the rental car company's Customer Service Facility.

_____
Signature

_____
Printed Name

_____
Date

"Ground Transportation Rules and Regulations" shall mean the Airport's Commercial Ground Transportation Rules and Regulations as adopted by the City and as may be amended from time to time in the future.

"Improvements" shall mean all construction and fixtures built or erected by the Concessionaire, and forming a part of and which are permanently affixed or attached to any portion of Airport real property or improvements.

"On-Airport Passenger Vehicle Rental (PVR) Concession" shall mean a concession that serves the public through the provision of on-airport passenger vehicle rental services.

"Premises" shall mean a location or locations described in Section 201 that have been designated by the City for the operation of Concessionaire's PVR concession, and for other uses provided specifically herein.

"Removable Fixtures" shall mean all furnishings, equipment and fixtures installed by the Concessionaire, that are not permanently affixed to any wall, floor or ceiling in the Premises.

ARTICLE II

PREMISES

Section 201. Premises. City hereby grants the use of and requires the Concessionaire to use at the Airport the Counter Areas and the Curbside Passenger Pick-Up / Drop-Off Spaces as described on the Exhibit "A" attached hereto and made a part hereof in the Concessionaire's operation of its customer service counter. The rights granted in Section 301 hereof must only be exercised on the Premises and at the Customer Service Facility.

The Director shall have the right to add, substitute, relocate or delete portions of the Premises upon reasonable notice to the Concessionaire. The City will not be liable or responsible for any loss whatsoever, including without limitation, any inconvenience or loss by the Concessionaire of work time, profit or business resulting from these changes to the Premises.

The Director may, however the Director shall bear no obligation to, reallocate the Curbside Passenger Pick-Up / Drop-Off Area(s) on June 1 of Contract Years Two (2) through Five (5), based on the Concessionaire's prior contract year's concession fees paid to the City in relation to the total concession fees paid by all PVR concessionaires, if the change in concession fees amongst any of the PVR concessionaires is five (5) percentage points or more.

The Counter Area lines of demarcation between the Concessionaire and other concessionaires or tenants shall be determined by the Director.

The City will not provide a ready / return or a service area for the Concessionaire's use during any part of the term of this Agreement.

Section 202. Access. Subject to and in accordance with the terms, covenants and conditions of this Agreement, the Concessionaire shall have the right of free access, ingress to and egress from the Premises for the Concessionaire's employees, agents, guests, patrons and invitees.

ARTICLE III

CONCESSION RIGHTS

Section 301. Rights. City hereby grants to the Concessionaire the right, license and privilege to operate a nonexclusive PVR concession at the Airport subject to and in accordance with all of the terms, covenants and conditions of this Agreement during the term of this Agreement. The following activities are inclusive of these rights:

The right to transact rental services only within the Premises and at the Customer Service Facility, including the provision of a customer service counter, the sale of loss and collision damage waiver, personal accident insurance, and such other insurance products and customer services including infant car seats and telecommunications devices used only for rental vehicles.

The Concessionaire will be required to pay installation, maintenance and operating charges for direct telephone lines on the telephone boards in the Main Terminal, East Terminal and roadway pick-up areas. In addition, the Concessionaire will finance and operate shuttle vehicles for the purpose of transporting customers between the Main Terminal and East Terminal and the Concessionaire's Customer Service Facility. The Concessionaire shall comply with and all shuttle vehicles of the Concessionaire will be governed by and subject to the Airport's Ground Transportation Rules and Regulations, as may be amended from time to time.

Section 302. Limitation of Rights. The Concessionaire is not granted the right to offer for sale any merchandise, vehicles, or other services, or engage in any other business or commercial activity on the Airport that is not specifically granted under this Agreement. If any services or products, other than those specifically mentioned in Section 301 are offered for sale by the Concessionaire, the Concessionaire will cease and desist from any further sale or provision thereof immediately and not later than upon receipt of written notice from the Director.

Concessionaire shall not engage in advertising or provide an area for the distribution of advertisements on behalf of any company other than itself. City shall be the sole judge whether the conduct of Concessionaire's representative in the solicitation of business constitutes a violation of this paragraph, and upon notice from the City, Concessionaire shall forthwith take all steps necessary to eliminate the undesirable condition.

This Agreement grants no real or implied rights to any concession privileges on the Airport other than in the designated areas.

ARTICLE IV

LEASE TERM

Section 401. Term. The term of this Agreement shall consist of five (5) years commencing on January 1, 2004, and ending December 31, 2008, unless sooner terminated in accordance with other provisions of this Agreement.

Section 402. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. The Concessionaire covenants and agrees that at the expiration date of the term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises, which in accordance with Section 708 shall be restored to original condition, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Premises with or without due process of law.

ARTICLE V

FEES AND RENTALS

Section 501. General. The Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession fees set forth below in Sections 502, 503, 506 and 511 and the utilities described in Section 804 of this Agreement, without demand during the term of this Agreement.

Section 502. Space Rental Payment. The Concessionaire shall pay to the City from the first month of the term through the last month of the term, an annual per square foot rental rate for Counter Area in the Main Terminal equal to the City's actual expense of providing and maintaining the space as computed by the City plus fifteen percent (15%). This rental rate shall be adjusted on an annual basis beginning on July 1 of each calendar year.

Section 503. Concession Fee Payments.

The Concessionaire agrees to pay to City for Contract Years One through Five a sum equal to the greater of the Minimum Annual Guarantee as set out below for each Contract Year or ten percent (10.0%) of Gross Receipts.

Contract Years	Minimum Annual Guarantee
Year 1	$1,272,347.00
Year 2	$1,272,347.00
Year 3	$1,272,347.00
Year 4	$1,272,347.00
Year 5	$1,272,347.00

B. The Minimum Annual Guarantees shall be reduced by a maximum of twenty-five percent (25%) should originating/destination ("O&D") enplaned passengers fall by at least twenty-five percent (25%) or more in a one year period after Contract Year One. The base year for O&D enplanement comparisons is Contract Year One. O&D enplanement numbers used for comparisons shall be taken from the statistics recorded by the City. This adjustment shall be subject to the following limitations: (1) this adjustment will take effect in the Contract Year immediately following the Contract Year in which the entire twenty-five percent (25%) reduction in O&D enplanements is attained, (2) this adjustment applies only to Contract Years subsequent to the entire twenty-five percent (25%) decline in O&D enplaned passengers and (3) this adjustment will be offset proportionally to one hundred percent (100%) of the applicable Contract Years' Minimum Annual Guarantees for Contract Years following the year in which O&D enplanements increases above seventy-five percent (75%) of Contract Year One O&D enplanements.

An example of this adjustment is as follows. O&D enplanements in Contract Year Three decrease to sixty-five percent (65%) of Contract Year One O&D enplanements. This will cause a maximum of a twenty-five percent (25%) reduction in the Minimum Annual Guarantee for Contract Year Four. O&D enplanements in Contract Year Four then increase to eighty-five percent (85%) of Contract Year One O&D enplanements. This will cause the Minimum Guarantee for Contract Year Five to increase to one hundred percent (100%) of the Minimum Annual Guarantee for Contract Year Five.

Section 504. Payment. Payments for each month of the Contract Years shall consist of (a) paid in advance on or before the first day of each month an amount equal to 1/12 of the annual rental for the Counter Area for the applicable calendar year, (b) paid in advance on or before the first day of each month an amount equal to 1/12 of the Minimum Annual Guarantee for the applicable Contract Year and (c) paid on or before the 20th day of the second and each succeeding month an amount equal to the Percentage Fee for the preceding month which exceeds the Minimum Annual Guarantee for the applicable Contract Year. (See Section 506 Unpaid Rent and Fees for the amount of any applicable service charge).

Section 505. Reports.

A. The Concessionaire shall submit to the City by the 20th day of the second and each succeeding month of the Contract Years hereof, one copy of an accurate statement of Gross Receipts. The final statement of Gross Receipts will be due by the 20th day of the month following expiration of this Agreement. The Concessionaire shall report Gross Receipts, and the computation of Gross Receipts, on the form approved by the Director. The City reserves the right to use these statements of Gross Receipts as a source of information to bidders in a future solicitation for bids for this concession.

B. On the form approved by the Director for the submission of each monthly statement of Gross Receipts, the Concessionaire shall state the number of rental transactions. The City shall use said reports to determine traffic flow for planning and other management purposes.

C. The Concessionaire shall submit an audit report of Gross Receipts within one hundred twenty (120) days following the conclusion of each Contract Year. These audit reports must be prepared by an independent Certified Public Accountant licensed to do business within the state of Missouri. The audit reports shall at a minimum certify the accuracy of (i) reported total accumulated Gross Receipts, (ii) the calculation of the total amount payable to the City based upon the Percentage Fee, and (iii) the aggregate amount of Gross Receipts and/or goods and services attributable to DBE participants. The audit reports shall also include a schedule showing the total of actual payments to the City during the Contract Year and shall state an opinion as to the correctness of the computation of Gross Receipts without exception.

If through such audit report it is established that additional fees are due the City, the Concessionaire shall pay such additional fees to the City not later than fifteen (15) days after completion of such statement and receipt of written notice from the Director. If it is established that the Concessionaire has overpaid the City, then such overpayment from the Concessionaire shall be credited to the fees and charges next thereafter due from the Concessionaire or paid to Concessionaire after the last Contract year.

D. Within thirty (30) days after the close of each Contract Year, except the last Contract Year, the Concessionaire shall provide the City with an estimate of projected monthly Gross Receipts for the subsequent Contract Year.

E. Delivery of an audit report containing a qualified opinion, an adverse opinion or a disclaimer of opinion as defined in the Statement on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default pursuant to Section 1101 (B) (10) herein.

Section 506. Unpaid Rent and Fees. All unpaid rent and fee payments due the City hereunder will bear a service charge of one-and-a-half percent (1½%) per month if same is not paid and received by the City on or before the 20th of the month in which said payments are due, and the Concessionaire agrees that it will pay and discharge all costs and expenses including attorneys' fees incurred or expended by the City in collection of said delinquent amounts due including services charges.

Section 507. Performance and Payment Bond. Concessionaire agrees to furnish a Performance and Payment bond in a form acceptable to City in the principal amount of $636,173.50 before the Concessionaire performs any work under this Agreement. Such bond, or other form of security, shall remain in full force and effect throughout the term of this Agreement and shall extend sixty (60) days following the expiration or early termination of this Agreement. In the event that said bond should expire prior to expiration or early termination of this Agreement, Concessionaire covenants and agrees to provide City a renewal bond sixty (60) days prior to expiration date of the expiring bond. Such bond will guarantee the payment of all Fees and performance of all other terms, covenants and conditions of this Agreement. The bond will be in the form of standard commercial guaranty bond running to City, written by a surety company authorized to do business in Missouri and (1) having a "Best" key rating of not less than A and with a "Best" Financial Size Category of not less that Class VIII and (2) shown on the most recent U.S. Treasury Circular No. 570 as having an "underwriting limitation" of at least the amount of the penal sum of the bond. The bond will be kept in full force and effect during the term hereof. City may agree to another form of deposit which will provide equal protection of City's interest. If City cashes the bond or other form of deposit, Lessee agrees to furnish a replacement bond or other form of deposit in the same principal amount within fifteen (15) days.

Section 508. Prompt Payment of Taxes and Fees. The Concessionaire covenants and agrees to pay promptly all lawful general taxes or payments in lieu of taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport or under this Agreement, and further covenants and agrees not to permit any of said taxes, payments, assessments, fees and charges to become delinquent.

Section 509. Accounting Records and Reports. During the term hereof the Concessionaire will make available in the St. Louis area true, accurate, complete and auditable records of all business it conducts at the Airport. The Concessionaire will make same records available in the St. Louis area for one year following the termination of this Agreement. These records will be accessible during usual business hours to the City or it's duly appointed agents or auditors. The Concessionaire is not required to maintain its records in the St. Louis area, as provided above, if it agrees to pay for all costs associated with conducting audits performed by the City at the Concessionaire's place of records.

Section 510. Audit. City or its designated agent reserves the right to audit Concessionaire, its subcontractors or others doing business under this Agreement, books and records and receipts at any time for the purpose of verifying the Gross Receipts hereunder. If as a result of such audit(s), it is established that additional fees or charges are due the City, the Concessionaire shall pay such fees or charges to the City not later than fifteen (15) days after completion of such audit and written notice by the Director. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between Gross Receipts reported by the Concessionaire and Gross Receipts determined by the audit, the cost of the audit shall be borne by the Concessionaire.

Section 511. Additional Fees, Charges and Rentals. The Concessionaire will pay additional fees, charges and rentals under the following conditions:

A. if the City has paid any sum(s) or has incurred any obligation(s) or expense(s) for which the Concessionaire has agreed to pay or reimburse the City, or

B. if the City is required or elects to pay any sum(s) or incur any obligation(s) or expense(s) because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of the terms, covenants or conditions of this Agreement.

Such payments will include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees, charges and rental thereafter due hereunder. Each and every part of such payment will be recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic fees, charges and rentals, as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum(s) by the City for any work done or material furnished will be prima facie evidence against Concessionaire that the amount of such payment was necessary and reasonable.

Section 512. Notice, Place and Manner of Payment. Payments will be made in legal tender of the United States at the Office of the Director at the Airport, or at such other place in the City of St. Louis, Missouri as the Director may hereafter notify Concessionaire.

ARTICLE VI

CONCESSIONAIRE' S OPERATIONS

Section 601. Standards of Service. The Concessionaire warrants, represents, covenants and agrees to meet the City's objectives as set out in the preamble hereof. The Concessionaire shall furnish a first-class PVR concession serving the needs of all users of the Airport by offering prompt and efficient services that are adequate to meet all reasonable demands thereof. All categories of users will be treated on a fair, equal and nondiscriminatory manner that will reflect credit upon the Concessionaire and the City. The Concessionaire shall provide quality services managed efficiently in a clean, attractive and pleasant atmosphere.

A. The Concessionaire shall offer for rent vehicles not more than two (2) model years old consisting of full-size, mid-size, compact and subcompact models in such numbers as to meet reasonably foreseeable demands of the traveling public. All vehicles shall be maintained, at Concessionaire's expense, in good and safe operating order, free from any known mechanical defects, and be in clean neat and attractive condition both inside and out.

B. Operator may offer for rental antique, vintage, classic or other luxury or prestige automobile or handicapped operated vehicles of good quality, free from any known defect and clean and attractive both inside and out. The City shall have the right to prohibit Concessionaire from offering for rental any vehicle which City reasonably determines not to meet the standards in 601 (A) above.

C. Concessionaire shall provide the following services for its customers at the Airport: (i) accept at least three (3) nationally recognized credit cards for payment of automobile rental, (ii) provide for a national reservation system readily available to customers who reside in any state, (iii) provide for one way rentals to or from any location within a seven hundred fifty (750) mile radius of the Airport, (iv) make available bodily injury and property damage liability as primary coverage and not as excess of customers personal liability coverage.

Section 602. Hours of Operation. The hours of operation for serving the public shall be from the earlier of one hour before the first departure or the time of the first arrival until the later of one hour after the last arrival or the time of the last departure, seven

(7) days per week. Concessionaire must monitor flight activity and adjust its hours of operation to accommodate late arriving flights. Counter hours will conform to hours of operation. The Concessionaire may not change the hours of operation without written application to and the written approval of the Director. The Director may require the Concessionaire to change its hours of operation to reflect changing operational circumstances at the Airport.

Section 603. Pricing. The Concessionaire shall charge fair, reasonable and nondiscriminatory prices that are attractive to the public and substantially similar to the prices charged by on-airport concessionaires at airports of comparable passenger enplanements. The Concessionaire shall comply with all applicable rules and regulations of the Federal Trade Commission and other government agencies.

Section 604. Promotion. The Concessionaire covenants that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it hereunder.

The Concessionaire shall not divert or cause or allow any business to be diverted from the Airport by referral or any other method. Any action taken by the Concessionaire to induce its patrons to rent or receive vehicles in such a manner and at such places so as to diminish the Gross Receipts of the Concessionaire under this Agreement shall constitute a material breach hereof and a cause for the termination of this Agreement by the City.

Section 605. Personnel.

A. The Concessionaire shall maintain a sufficient number of trained personnel on duty at all times to insure that Concessionaire's customers will receive prompt and courteous service at all times. The Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms and badges to indicate the fact and nature of their employment. The Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of this PVR concession. The Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules and regulations. The Concessionaire's oral solicitation of business at the Airport shall be confined to the Premises. The Concessionaire shall prohibit and restrain its agents, servants and employees from loud, noisy, boisterous or otherwise objectionable behavior. Upon objection from the Director concerning the conduct or appearance of any such persons, the Concessionaire shall immediately take all steps necessary to remove the cause of the objection.

B. The Concessionaire, at its cost, acknowledges and agrees that it will conduct employee background checks of each of its personnel if required by the Federal Aviation Administration (FAA) and/or the Airport. The Concessionaire recognizes and agrees that security requirements may change and the Concessionaire agrees that it will comply with all such changes throughout the term of this Agreement.

The Concessionaire understands and agrees that fines and / or penalties may be assessed by the Federal Aviation Administration for the Concessionaire's noncompliance with the provisions of 14 CFR § 107 (1988) as amended or other applicable laws or regulations. The Concessionaire shall promptly reimburse the City for any fines or penalties paid by the City due to Concessionaire's noncompliance with said laws or regulations.

Section 606. Manager. The Concessionaire shall at all times retain one or more qualified, competent and experienced manager(s) who shall manage and supervise the operations and the facilities and represent and act for the Concessionaire. The manager(s) shall ordinarily be available during regular business hours. A responsible subordinate shall be in charge and available at all times during the manager's absence.

Section 607. Conflicts. The Concessionaire shall monitor the movement of its vehicles to minimize conflict with other functions and users of the Airport and shall coordinate its use of the Airport with other users.

Section 608. Record Keeping. The Concessionaire agrees to provide a system for the collection of all monies and provision of accounting, audit and statements of Gross Receipts as required by Article V of this Agreement. This system shall be capable of providing comprehensive records, in a format acceptable to the Director, of daily, monthly and annual sales of the Concessionaire and DBE participant(s) under this Agreement (these records are to be retained by the Concessionaire). The Concessionaire must also maintain records that document, in a format acceptable to the Director, the purchase or lease of goods and services attributable to DBE participants.

Section 609. Transition Period. If applicable, during any future transition of the PVR concession to another concessionaire,

the incumbent Concessionaire shall use its best efforts to assure a smooth transition and agrees to closely coordinate the planning and execution of the transition with the Director.

Section 610. Operation.

A. The Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, the Concessionaire will provide and be responsible for all employees and necessary components of the operation, including inventory, fixtures, equipment and supplies. The Concessionaire shall provide and maintain the rental vehicles made available hereunder at the Concessionaire's sole expense, in good operative order, free from known mechanical defects and in a clean, neat and attractive condition inside and outside.

B. The City shall not be responsible for any vehicles, supplies, fixtures or equipment used, maintained or stored on the Premises or at the Customer Service Facility, nor will it be responsible for damage to such items resulting from flood, fire, explosion, vandalism or other causes outside the control and responsibility of the City.

C. Concessionaire will be responsible for removing its vehicles from the parking facilities owned by the City on a daily basis and will pay all applicable parking fees.

Section 611. Communication.

A. The Concessionaire's local manager shall schedule monthly or quarterly meetings (at the Properties Department's discretion) with the appropriate representative of the Airport Properties Department to discuss sales and any other relevant issues which may affect the Concessionaire's operation at the Airport. The Concessionaire shall also be available for meetings at other times as necessary.

B. The Concessionaire shall be responsible for notifying the Airport Properties Department of any problem that reduces service or sales levels or in any way impairs the Concessionaire's operation. The Airport will make every reasonable effort to assist in eliminating such problems.

Section 612. Customer Complaints. Concessionaire will establish procedures for handling all customer complaints. Concessionaire will respond in writing to every complaint, written or oral, within seven (7) calendar days of the complaint and will make good faith efforts to explain, resolve or rectify the cause of the complaint. Concessionaire will provide the Director with a summary of their customer complaints and their resolution at a time and in a manner acceptable to the Director. Concessionaire will provide the Director with specifics of any complaint that has not been reasonably and satisfactorily resolved.

ARTICLE VII

IMPROVEMENTS AND ALTERATIONS

Section 701. Construction by the Concessionaire.

A. The Concessionaire takes the Premises in the Main Terminal "AS IS" and shall, at the Concessionaire's sole cost and expense, improve the Premises, including installation of new counter, back wall and other finishes in the Counter Area prior as soon as possible, but not later than February 29, 2004.

All improvements shall be constructed by the Concessionaire in accordance with plans prepared by the Concessionaire and approved by the Director subject to the requirements of this Article VII.

B. The Concessionaire agrees that all such work shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director.

Section 702. Preparation of Plans and Specifications. The Concessionaire shall submit detailed drawings, plans and specifications for improving and equipping the Premises. The Concessionaire will begin work on proposed construction only after it has received the written approval of its plans and specifications from the Director.

Section 703. Contractor's Liability Insurance. In any contract that pertains to improving and equipping the Premises,

Concessionaire shall require the contractor to cause St. Louis County, the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, a combined single limit of not less than $2,000,000 for bodily injury and property damage and include the City as an Additional Insured. Said insurance shall be in a form agreeable to the City, and certificates showing proof of coverage shall be delivered to the Director for approval before any constructing, improving or equipping of Premises commences.

Section 704. Performance and Payment Bonds. The Concessionaire shall require each of its contractors and suppliers of construction materials to furnish Performance and Payment Bonds in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo 1994 as amended. Copies of the bonds shall be given to the Director for approval before work begins. Any sum(s) derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers, as the case may be.

Section 705. Mechanics' and Materialmen's Liens. The Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien to be foreclosed upon the Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

Section 706. Certificates of Completion. Upon the completion of the improvements hereunder, the Concessionaire shall submit to the Director a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Concessionaire.

Section 707. Signs.

A. The Concessionaire shall not erect, maintain or display any signs on the Premises without the prior written approval of the Director. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, the Concessionaire shall have the right to install such advertising and identification signs as may be necessary for the proper conduct of PVR services as contemplated hereunder. The Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises.

B. The Concessionaire shall be responsible for the cost of any new signs or modifications to Airport directories and other existing signs, including sign systems required by the Director. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 707 and the Tenant Design Standards.

C. Prior to the erection, construction or placement of any sign, the Concessionaire shall submit to the Director for approval all drawings, electrical details, sketches, designs, elevations, mounting details and dimensions of such signs. Any conditions, restrictions or limitations with respect to the use thereof as stated by the Director in writing shall become conditions of the Agreement.

D. The Concessionaire shall not obstruct its counter space with advertising matter, displays or other literature not directly pertaining to PVR services. The Concessionaire shall not place any signs outside of the Premises.

Section 708. Title to Improvements and Fixtures. All improvements constructed or placed in the Premises by the Concessionaire that are not Removable Fixtures, as well as all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting in the City upon expiration or earlier termination of this Agreement. This vesting of title is subject, however, to the Concessionaire's obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the term and in accordance with this Agreement.

All Removable Fixtures shall remain the property of the Concessionaire, and shall be removed by the Concessionaire at date of expiration or termination of this Agreement. Within sixty (60) days of the commencement of the operation in the Premises, a list of such Removable Fixtures shall be submitted in writing to the Director by Concessionaire for the Director's approval, and such list shall be periodically updated by Concessionaire.

The City reserves the right and the Concessionaire agrees that the Director may require the Concessionaire to remove any or all Improvements and structures and restore the Premises to their original condition at the time the Concessionaire took possession of the Premises. The Concessionaire agrees to bear all costs of such removals and restorations.

ARTICLE VIII

USE OF PREMISES

Section 801. Compliance with Laws and Regulations.

The Concessionaire shall comply with all Rules and Regulations which the Director may establish from time to time, including the Airport's Ground Transportation Rules and Regulations. In addition, the Concessionaire shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Premises or to any adjoining public ways, as to the manner of use or the condition of the Premises or of adjoining public ways.

Section 802. Repairs and Maintenance. The Concessionaire will provide and pay for all repairs and maintenance of the Premises, except the following which shall be the responsibility of the City:

A. The structural components of the terminal buildings.

B. The utility system up to the Concessionaire's point of connection, except where the utility systems are owned or controlled by the utility companies.

The Concessionaire will perform the following functions as part of its responsibilities in the repair and maintenance of the Premises. The following list includes certain functions, but the Concessionaire's responsibilities are not limited to those functions:

A. Perform daily custodial services.

B. Keep all its equipment and fixtures in good repair and appearance.

C. Keep premises free from all fire and other hazards to persons and property and furnish and maintain adequate portable fire protection equipment.

D. Repair all damage to the Premises and the Airport when such damage results from the careless or negligent acts of the Concessionaire or the Concessionaire's employees or agents.

E. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director applicable to all Airport tenants. Such standards may require the use of special devices including, but not limited to special containers, compactors and disposal systems. The Concessionaire agrees to promptly provide and install such devices and to abide by all standards.

F. Confine all handling and holding of the Concessionaire's property to the Premises.

G. Keep all papers and debris picked up daily from the Premises.

H. Keep Premises free of all pests and provide pest control services as needed.

I. No storage will be permitted on the exterior areas of the Premises.

The Director may temporarily or permanently close any roadway or other right-of-way for access to the Premises, so long as another means of access is provided. The Concessionaire understands and agrees that there may be inconveniences caused by construction or renovations of the Airport, and the Concessionaire hereby releases and discharges the City from any and all inconvenience claims, liability or causes of action arising out of or incidental to the closing of any right-of-way, including without limitation loss of profit or business incidental, consequential, or special damages.

Section 803. Right to Enter, Inspect and Make Repairs. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Concessionaire's operations as is reasonably practicable) to enter upon and in the Premises for the following purposes:

A. To inspect such Premises to determine whether the Concessionaire has complied and is complying, with the terms, covenants or conditions of this Agreement.

B. In the event the Concessionaire is obligated but has failed to perform maintenance and make repairs after the City has given the Concessionaire notice to do so, the Concessionaire shall promptly reimburse the City for the cost thereof plus an overhead charge of fifteen percent (15%).

C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.

D. To gain access to the Premises in order to perform studies, inspections, assessments, environmental inspections or assessments, etc.

Section 804. Utilities. The City has provided and paid for heated and chilled medium up to, but not into the Counter Area. The City shall provide a main electric panel from which the Concessionaire shall obtain electricity at a cost based upon metered usage. The Concessionaire shall be responsible for the cost of electric meters and sockets and all connections to and within the Premises. The Concessionaire shall be responsible for any needed modification or upgrade in electrical supply, heating or cooling caused by increased lighting or other changes to the Premises made by the Concessionaire.

The Concessionaire shall pay for all costs of other utilities, including but not limited to deposits, installation costs, connection charges, meter deposits and all service charges for telephone and other utility services metered directly to the Premises, regardless of whether or not such utility services are furnished by the City or a utility service company.

If required by building codes or other regulations, the Concessionaire shall pay for the cost of installation of fire detection and suppression distribution equipment in the Premises. The Concessionaire shall pay for the connection of fire detection equipment up to City provided z-tie boxes. The Concessionaire shall pay for the connection of fire suppression equipment up to City provided sprinkler mains and tamper switches.

The City shall not be liable to the Concessionaire for damages or any losses for the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service. The Concessionaire does hereby release and discharge the City from any and all inconvenience, claims or cause of actions arising out of or incidental to such interruption, including, without limitation, loss of profit or business or incidental, consequential, or special damages.

Section 805. Interference to Air Navigation. The Concessionaire warrants, represents, and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation regulations or subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain on the Premises. Any obstructions will be immediately removed by the Concessionaire at its expense. The Concessionaire further warrants, represents and agrees not to install any structures, objects, machinery or equipment that would interfere with the operation of navigation aides, the safe and efficient operations of the Airport, or the operations of other tenants and users of the Airport.

ARTICLE IX

LOSS OF AND LIABILITIES PERTAINING TO PREMISES

Section 901. Liability Insurance. The Concessionaire, at its expense and, at all times during the term hereof, shall cause St. Louis County, the City, the Board of Aldermen, the Airport Commission, the officers, agents and employees of said entities and the Concessionaire to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to have arisen out of the activities of the Concessionaire, its officers, agents, employees, and independent contractors pursuant to this Agreement, whether on or off of the Premises or the Airport, under the following types of coverage:

A. Commercial General Liability;

B. Automobile Liability (all vehicles, including hired and non-owned).

The minimum limits of coverage for the above classes of insurance shall equal a single limit of $3,000,000 comprised of such primary and excess policies of insurance as the Concessionaire finds feasible to purchase during the term of this Agreement.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, the City and its Board of Aldermen, Airport Commission, officers, agents, and employees shall be named as an Additional Insured. Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of the Concessionaire, its officers, agents, employees, consultants, contractors, licensees, invitees and independent contractors. In addition, such insurance shall include contractual liability sufficient to cover concessionaires indemnity obligation hereunder. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City and its Board of Aldermen, Airport Commission, officers, agents and employees as an Additional Insured is not intended to, and shall not make the City a partner or joint venturer with the Concessionaire in its operations hereunder.

Concessionaire will maintain, and upon request furnish evidence to City, adequate provisions for workers compensation insurance, Social Security and Unemployment Compensation in at least statutory limits to the extent such provisions are applicable to Concessionaire's operations hereunder.

Section 902. Property Insurance. The Concessionaire will provide fire, lightening, extended coverage and other related insurance coverage for the full value of the Improvements and equipment existing or installed on the Premises.

Section 903. Damage or Destruction of Terminal. The building in which the Premises are located will be insured by the City under a policy of fire and extended coverage.

If the building is destroyed or damaged to such an extent as to be economically irreparable, the City may terminate this Agreement by written notice to the Concessionaire. All rental payments will cease as of the date of the destruction or damage.

If the building is repairable, the City will begin such repairs as soon as is practicable. Rental payments on untenable portions will cease as of the date of the damage. Rental payments will continue to be due on the tenantable areas. The City will attempt to find temporary facilities for use by the Concessionaire during the repairs and the Concessionaire will pay rental for the temporary facilities. City will not be liable or responsible for any losses of any kind whatsoever, including, without limitation, any inconvenience or loss by Concessionaire of business or profit resulting from such damage or any incidental, consequential, or special damages.

Section 904. Evidence of Insurance. Certificates or other evidence of insurance coverage required of the Concessionaire in this Article IX shall be delivered to the Director in form and content satisfactory to the City.

At least fifteen (15) days prior to the expiration of any such policy, the Concessionaire shall submit to the Director a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, the Concessionaire shall within fifteen (15) days after the date of such written notice from the insurer of such cancellation or reduction in coverage file with the Director a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by the City and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving thirty (30) days written notice to the Director.

Section 905. Conditions of Default. This Agreement shall be considered in default when the Concessionaire fails to comply with any term, covenant or condition of this Agreement. Said default shall constitute a material breach hereof and shall be cause for the termination of the Agreement by the City.

Section 906. Indemnification. The Concessionaire shall protect, defend, and hold St. Louis County, the City, the Board of Aldermen, the Airport Commission, and officers, agents and employees of said entities, completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever, arising out of or incident to, this agreement and/or the use or occupancy of the Premises and/or the acts or omissions of the Concessionaire's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City of St. Louis. The Director or his/her designee shall give to the Concessionaire reasonable notice of any such claims or actions. The Concessionaire shall also use counsel reasonably acceptable to the City Counselor of the City of St. Louis or his/her designee, after consultation with the Airport Director or his designee in carrying out its obligations hereunder. The provisions of this

section shall survive the expiration or early termination of this Agreement.

Section 907. Adjustment of Claims. The Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Concessionaire under this Agreement.

Section 908. Occupancy of Premises. The Concessionaire accepts the Premises "AS IS". The Concessionaire agrees that it will not permit any act of omission or commission or condition to exist on the Premises which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

Section 909. Waiver of Subrogation. Concessionaire on behalf of itself and its insurers, hereby waives any claim or right of recovery from the City, its Board of Aldermen, Airport Commission, officers, agents and employees for any loss or damage to Concessionaire's officers, agents, or employees or its property or the property of others under Concessionaire's control, to the extent that such loss is covered by a valid insurance policy or could be covered by an "all risk" physical damage property insurance policy. Concessionaire shall provide notice of this waiver of subrogation to its insurer(s).

ARTICLE X

ASSIGNMENT AND SUBCONTRACTING

Section 1001. Assignment and Subcontracting.

A. The Concessionaire shall not assign or transfer this Agreement without the prior written approval of the City, as provided for in City Ordinance 63687, approved in 1996. At least ninety (90) days prior to any contemplated assignment of this Agreement, the Concessionaire shall submit a written request to the Director, along with a copy of the proposed assignment agreement. No assignment shall be made or shall be effective if the Concessionaire is in default on any of the other terms, covenants or conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the terms, covenants and obligations contained in this Agreement. The parties to this Agreement understand and agree that the Concessionaire is and shall remain responsible for the performance of its assigns under this Agreement. No assignment shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.

In the event there is an assignment of this Agreement by operation of law, the City shall be entitled within ninety (90) days after written notice thereof to exercise the City's option hereby given to end the term on a date which shall not be sooner than thirty (30) days after the date of such determination by the City. An assignment by operation of law, as the term is used herein, shall include but not be limited to the vesting of the Concessionaire's right, title and interest in the Concessionaire's furnishings, Removable Fixtures, equipment, or the Concessionaire's interest in this Agreement, in a trustee in bankruptcy or in an assignee for the benefit of creditors or in a purchase thereof at a judicial sale or other involuntary or forced sale. It is the purpose of the foregoing provision to prevent the vesting in any such purchaser, referee, trustee, or assignee, any rights, title or interest in the City premises or any of the Removable Fixtures, except subject to the City's right to end the term.

B. The Concessionaire shall not sublet the Premises and/or subcontract or transfer any part of the services to be performed hereunder, except as may be necessary to comply with the DBE participation goal in Article XII of this Agreement. At least sixty (60) days prior to any contemplated subletting of the Premises or subcontracting of this Agreement, the Concessionaire must submit a written request to the Director. This request must include a copy of the proposed subcontract or sublease. Any sublease for space or subcontract for space or granting of rights acquired hereunder shall be subject to the review and written approval of the Director. Such sublease or subcontract, however, must require at a minimum: (1) strict compliance with all provisions of this Agreement; (2) a provision that the sublessee or subcontractor will use the facilities solely for the purposes identified in this Agreement; and (3) a provision ensuring that all concession services are available during the hours of operation required in Section 602 of this Agreement.

The parties understand and agree that the Concessionaire is responsible for the performance of its assignees, sublessees, and subcontractors under this Agreement. The Concessionaire agrees to initiate and take all corrective action should a subcontractor or sublessee fail to comply with its contract with the Concessionaire or any provision of this Agreement. There will be no reduction of the Minimum Annual Guarantee payable to the City during any such period of change-out or vacancy of a subcontractor or sublessee.

C. No subcontract, sublease, or other agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approval, subcontract, sublease or agreement as provided for above. Any such assignment or transfer or subcontract of services or the subletting of the Premises without the consent of the City, as provided for above, shall constitute a default on the part of the Concessionaire under this Agreement, and the City may terminate this Agreement as provided for in Section 1103. No action or failure to act on the part of any officer, agent or employee of the City shall constitute a waiver by the City of this provision.

ARTICLE XI

TERMINATION OF AGREEMENT IN ENTIRETY

Section 1101. The City's Right to Terminate. The City, acting by and through its Director, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof, upon the happening of any one or more of the following events. By example, but not by way of limitation, the following acts or omissions shall constitute a material breach of the Agreement justifying the termination of this Agreement in its entirety.

A. If the fees, charges, or other money payments which the Concessionaire herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.

B. If, during the term of this Agreement, the Concessionaire shall:

1. apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;

2. file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;

3. make a general assignment for the benefit of creditors;

4. file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;

5. file an answer admitting the material allegations of a petition filed against any said assignee or sub lessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement, an order, judgment or decree shall be entered by any court of competent jurisdiction; or the application of a creditor, adjudicating the Concessionaire as bankrupt or insolvent; or approving a petition seeking a reorganization of the Concessionaire, and such order, judgment or decree, shall continue unstayed and in effect for any period of ninety (90) consecutive days;

6. fail to maintain the quality of services and prices to the satisfaction of the Director as required hereunder;

7. fail to prevent cessation or deterioration of service for a period which in the opinion of the Director, materially and adversely affects the overall performance of the Concessionaire under this Agreement;

8. allow a lien to be filed against the Concessionaire or any of the equipment or furnishings therein because of or resulting from any act or omission of the Concessionaire that is not removed or enjoined within thirty (30) days;

9. desert, vacate or discontinue all or a portion of its operation of the Premises that in the opinion of the Director results in a failure to provide the public and others the service contemplated hereunder;

10. fail in the performance of any term, covenant or condition herein required to be performed by the Concessionaire.

On the date set forth in the notice of termination, the term of this Agreement and all right, title and interest of Concessionaire shall expire, except as otherwise provided in Section 1103 hereof.

Failure of the City to take any authorized action upon default of any term, covenant or condition required to be performed, kept and observed by the Concessionaire shall not be construed to be or act as a waiver of default or in any subsequent default of any term, covenant or condition herein contained to be performed, kept and observed by Concessionaire. The acceptance of monies by the City from the Concessionaire for any period or periods after a default by the Concessionaire of any term, covenant or condition herein

required to be performed, kept and observed by the Concessionaire shall not be deemed a waiver or estopping of any right on the part of the City to terminate this Agreement for failure by the Concessionaire to so perform, keep or observe any said term, covenant or condition.

Section 1102. The Concessionaire's Right to Terminate.

The Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof for the following causes:

A. If a court of competent jurisdiction issues an injunction or restraining order against the City preventing or restraining the use of the Airport for Airport purposes in its entirety or in substantial entirety.

B. If the City shall have abandoned the Airport for a period of at least sixty (60) days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers.

C. If the City shall have failed in the performance of any specific covenant constituting a material breach within the control of the City and required by this Agreement to be performed by the City.

Section 1103. Procedures for Termination. No termination declared by either party shall be effective unless and until not less than forty-five (45) days have elapsed after notice by either party to the other specifying the date and cause of termination, except for the Concessionaire's failure to make any payments or Performance and Payment Bond specified in Article V or provide any insurance coverage specified in Article IX. The effective date of termination shall be forty-five (45) days from the payment(s) due date with notice to the Concessionaire or thirty (30) days from the date the insurance coverage or Performance and Payment Bond is not provided with notice to the Concessionaire; and no such termination, except for termination for the Concessionaire's failure to make any payments or provide insurance or Performance and Payment Bond, shall be effective if the party at default (1) cannot by the nature of the default cure it within such forty-five (45) day period, (2) commences to correct such default within said forty-five (45) days and (3) corrects the same as promptly as is reasonably practicable.

In the event that suit shall be instituted by the City upon the default of payment of charges and fees as provided herein, then the Concessionaire agrees also to pay reasonable attorneys' fees, litigation fees, and court costs.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and the Concessionaire specified in this Article are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto or any other remedies otherwise available to the parties at law or in equity.

ARTICLE XII

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Section 1201. Compliance.

A. The Concessionaire agrees as a condition hereunder to meet a minimum DBE participation goal of not less than either (1) ten percent (10%) participation in the ownership, management and control of the business by the methods of participation allowed by DOT 49 CFR Part 23, Subpart F, or (2) ten percent (10%) participation through the purchase or lease of services or goods from certified DBEs. Both goals shall be measured as a percentage of total Gross Receipts. These goals remain in effect throughout the term of the Agreement and credit toward the DBE goal will only be given for the use of Airport Authority certified DBEs.

The Concessionaire submitted at the time of bid evidence that it completed the applicable good faith efforts procedure specified in the PVR bid specifications.

B. If these good faith efforts resulted in the fulfillment of the DBE goal, the Concessionaire will not be required to perform additional good faith efforts, except in the event that the Concessionaire's DBE participation fails to continue to meet the goal or comply with the applicable federal regulations. In the event the Concessionaire's DBE participation fails to continue to meet the goal or comply with applicable federal regulations, the Concessionaire will be required to perform the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following the loss of DBE participation and continue at intervals of not less than twelve (12) months, or until the

DBE goal is reached by the Concessionaire.

C. 1. If these good faith efforts did not result in fulfillment of the DBE goal, the Concessionaire must again complete the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following commencement of the term of this Agreement and continue at intervals of not less than twelve (12) months, or until the DBE goal is reached by the Concessionaire.

2. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, Subpart F. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

The Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

3. The Concessionaire shall operate its PVR concession in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 23, as applicable, and as said regulations may be amended or new regulations promulgated. The Concessionaire shall also comply with any City of St. Louis executive order, resolution or ordinance enacted, now or in the future, to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, the City shall have the right to terminate this Agreement.

ARTICLE XIII

LIQUIDATED DAMAGES

Section 1301. Liquidated Damages. Concessionaire recognizes and hereby agrees and stipulates that the City will lose revenue and/or incur certain cost or expense, the amounts of which are difficult to ascertain, if Concessionaire violates any of the terms, covenants or conditions enumerated below. Therefore, the Concessionaire agrees and stipulates that the Director, on behalf of the City, may elect after written notice to the Concessionaire of said violation to impose the charges set forth below as liquidated damages on the basis of each violation per day:

VIOLATION	SECOND VIOLATION	THIRD VIOLATION
Violation of Article III, Rights, Limitation of Rights	$100.00	$500.00
Violation of Article VI, Concessionaires Operations	$100.00	$500.00
Violation of Article VII, Improvement and Alterations	$100.00	$500.00
Violation of Article VIII, Use of Premises Clause	$100.00	$500.00

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Notice. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, 10701 Lambert International Boulevard, P.O. Box 10212 Lambert Station, St. Louis, MO 63145. All notices, demands, and requests by the City to the Concessionaire shall be sent by certified mail, return receipt requested addressed to:

President
ANC Rental Corporation
200 S. Andrews Avenue
Fort Lauderdale, FL 33301

A copy of all notices shall also be mailed to the Airport Business and Marketing Manager at the same address.

Either or both parties may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to the Concessionaire or said Director.

Section 1402. Non-Discrimination and Affirmative Action Program.

A. The Concessionaire hereto understands and agrees that the City in the operation and use of Lambert-St. Louis International Airport will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 21 of the Federal Aviation Regulations of the Office of the Secretary of Transportation. The Concessionaire hereby agrees that his premises shall be posted to such effect as required by said regulations.

B. The Concessionaire agrees that in performing under this Agreement, neither he nor anyone under his control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry. The Concessionaire will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. Such action must include, but shall not be limited to the following: actions to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training, including apprenticeship.

C. The Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of the Concessionaire state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". The Concessionaire shall not make inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.

D. The Concessionaire agrees that should it be determined by the Concessionaire or the City that he will be unable to conform to his approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the City Code, he will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within ten (10) days of such determination to ascertain the steps to be taken by the Concessionaire to achieve the provisions of his program.

E. The Concessionaire will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

F. The Concessionaire further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by the Concessionaire in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, including all labor organizations who may furnish skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.

G. Whenever the Concessionaire is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, the Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

H. The Concessionaire will establish and maintain for the term of this Agreement an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment. The City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.

I. The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Concessionaire 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 this subpart. The Concessionaire assures that it will require that its covered sub organizations provide assurances to the

City that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 1403. No Personal Liability. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

Section 1404. Force Majeure. Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

Section 1405. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

Section 1406. Quiet Enjoyment. Subject to the provisions of the Agreement, the City covenants that the Concessionaire on paying the rentals and otherwise performing its covenants and other obligations hereunder shall have quiet and peaceable possession of the Premises.

Section 1407. Operation and Maintenance of the Airport. The City shall at all times operate the Airport properly and in a sound and economical manner; and the City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

Section 1408. Title to the Site. The Premises from the date hereof until the termination of this Agreement shall be owned in fee simple title by the City or in such lesser estate as in the opinion of the
City Counselor is sufficient to permit the letting thereof by the City as herein provided for the full term provided in this Agreement.

Section 1409. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act, as it has been amended from time to time.

Section 1410. Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires modifications or changes to this document as a condition precedent to granting of funds for the improvement of the Airport, the Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable the City to obtain said Federal Aviation Administration funds.

Section 1411. Governing Law. This Agreement shall be deemed to have been made and be construed in accordance with the laws of the State of Missouri, and is subject to the City Charter and ordinances.

Section 1412. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 1413. Amendments. This Agreement may be amended from time to time by written agreement, duly authorized and executed by representatives of all the parties hereto.

Section 1414. Previous Agreements. It is expressly understood that the terms and provisions of this Agreement shall in no way affect or impair the terms, obligations or conditions of any existing or prior agreement between the Concessionaire and the City.

Section 1415. Required Approvals. When the consent, approval, waiver, or certification ("Approval") of other the party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval.

Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. The City and Concessionaire agree that extensions of time for performance may be made by the written mutual consent of the Director of Airports and the Concessionaire or its designee.

Section 1416. Waivers. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any waiver must be in writing and signed by the party waiving.

Section 1417. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the Concessionaire in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

Section 1418. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 1419. Not a Lease. This Agreement is not a lease, and the right to use the Premises is entirely dependent upon the rights and privileges granted hereunder. The Concessionaire will in no instance be deemed to have acquired any possessory rights against the City or the Premises or be deemed to be a tenant of the City.

Section 1420. Advertising. The Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises either directly or indirectly in connection with any production, promotion service or publication without the prior written consent of the Director.

Section 1421. Conflicts Between Tenants. In the event of a conflict between the Concessionaire and any other tenant, licensee or concessionaire as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each lessee, licensee, and / or other concessionaire and shall make a final decision to which the Concessionaire agrees to be bound. All determinations by the Director are final.

Section 1422. Prevailing Wage. Concessionaire shall, as a condition of the Agreement, include in all service contracts pertaining to the Premises language specifying the minimum prevailing wages to paid and fringe benefits to be provided by the service contractor to employees of said service contractor. This section is in accordance with and is subject to City Ordinance No. 62124.

Section 1423. Solicitation For Bids. The Concessionaire's bid, including all exhibits, schedules, addenda, attachments, policies, bonds, letters of credit and the Solicitation For Bids for On-Airport Passenger Vehicle Rental Concessions at the Airport dated March 26, 2003 is hereby made a part of the this Agreement and is incorporated herein by reference. Providing that if an express provision of this Agreement is in conflict with any provision of the Concessionaire's Bid or the Solicitation For Bids referred to above, the provisions of this Agreement shall prevail.

Section 1424. Americans with Disabilities Act (ADA). Concessionaire shall be responsible for compliance with the Federal ADA, plus any federal, state, or local laws and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

Section 1425. Time is of the Essence. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.

Section 1426. Acknowledgment of Terms and Conditions. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed, in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.

Section 1427. Security Plan and Facilities. Concessionaire hereby acknowledges that City is required by Federal Aviation Regulations, Part 107, to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. City has met said requirements by developing a master security plan for the Airport, and

Concessionaire warrants, covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Concessionaire's exercise of the privileges granted to the Concessionaire hereunder. Concessionaire will promptly (within 30 days of the City's request) reimburse City for all fines or penalties imposed upon City by the FAA resulting from Agent's negligence or failure to act in relation to Part 107.

Section 1428. Environmental Notice. Concessionaire shall promptly notify the Director of (1) any change in the nature of the Concessionaire's operations on the Premises that will materially and/or substantially change the City's or Concessionaire's potential obligations or liabilities under the environmental laws, or (2) the commencement of any governmental entity of a formal administrative proceeding before an administrative law judge or a civil or criminal action before a judicial tribunal alleging a violation of any environmental law in connection with Concessionaire's operations on the Premises.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as set forth below for themselves, their successors and assigns.

Pursuant to City of St. Louis Ordinance _____, approved on _____.

ANC RENTAL CORPORATION,
d/b/a ALAMO AND NATIONAL

_____

Title: _____

Date: _____

ATTEST

_____

Title: _____

Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

The foregoing Agreement was approved by the Airport Commission at its meeting on _____ 2003.

_____
Commission Chairman and Director of Airports

Date _____

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on _____, 2003.

_____
Secretary, Board of Estimate and Apportionment

Date: _____

APPROVED AS TO FORM ONLY BY:

_____
City Counselor, City of St. Louis

Date_____

COUNTERSIGNED BY:

_____
Comptroller, City of St. Louis

Date: _____

ATTESTED TO BY:

_____
Register, City of St. Louis

Date: _____

See attached Exhibit A - Main Terminal Counter Area & Curbside Passenger Pick-up/Drop-off Spaces and East Terminal Curbside Passenger Pick-up/Drop-off Spaces

ATTACHMENT "D"

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

ENTERPRISE LEASING CO. OF ST. LOUIS,
d/b/a ENTERPRISE RENT-A-CAR

ON-AIRPORT PASSENGER VEHICLE RENTAL
CONCESSION AGREEMENT

NO. AL-252

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AIRPORT NUMBER AL-252

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
CONCESSION AGREEMENT
(ON-AIRPORT PASSENGER VEHICLE RENTAL)

THIS AGREEMENT, made and entered into as of the ____ day of _____ 2003, by and between the **CITY OF ST. LOUIS** ("City"), a municipal corporation of the State of Missouri and Enterprise Leasing Co. of St. Louis, d/b/a Enterprise Rent-A-Car, (Concessionaire"), a corporation organized and existing under the laws of the State of Missouri, trading as Enterprise Rent-A-Car.

WITNESSETH, That:

WHEREAS, the City now owns, operates and maintains an international airport known as "Lambert-St. Louis International Airport" ("Airport"), located in the County of St. Louis, Missouri;

WHEREAS, On-Airport Passenger Vehicle Rental ("PVR") Concessions at the Airport are essential for proper accommodation of the public;

WHEREAS, the City has determined that the public will be best served by seven (7) PVR concession operators at the Airport during the term of this Agreement;

WHEREAS, the City has determined that it is in the public interest for the following objectives to be met in the provision of a PVR concession:

- to provide first-class PVR concessions that meet Airport user needs and add value to other Airport and airline services;
- to provide a wide range of high quality PVR services at prices that are attractive to Airport users;
- to provide PVR services that are operated by well trained, efficient and pleasant staff;
- to be responsive to both Federal Aviation Administration and City goals for Disadvantaged Business Enterprise participation in PVR concessions.

WHEREAS, the City has advertised and received competitive bids for the right to manage and operate PVR concessions at the Airport, and by this process the City has determined that the Concessionaire is a qualified operator of this service and has submitted a bid deemed advantageous to the public and the City;

NOW, THEREFORE, for and in consideration of the payments, promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and the Concessionaire agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. The following words and phrases shall have the following meanings:

"Agreement" shall mean this document and any amendments thereto, duly approved by the City.

"Airport" as stated in the preamble hereof.

"Airport Properties Department" shall mean that department of the City of St. Louis Airport Authority that has as its primary responsibility the administration of all tenant, permittee, concessionaire and other space at the Airport, and shall be the Concessionaire's point of contact with the Airport on all issues related to this Agreement.

"Authority" shall mean the City of St. Louis department responsible for managing and operating the Airport.

"City" as stated in the preamble hereof.

"Concession Fee" shall mean the product of (i) Gross Receipts multiplied by (ii) the percentage specified in Article V hereof.

"Concessionaire" as stated in the preamble hereof.

"Contract Year" shall mean a period of five (5) consecutive twelve month periods commencing on the first day of the term of the Agreement, as specified in Section 401.

"Counter Area" shall mean a counter in the Main Terminal that is designated for the Concessionaire's use in the provision of PVR services to the public.

"Customer Service Facility" shall mean any facility operated by a Concessionaire for the processing and/or servicing of, or for the delivery of, rental vehicles to its customers located on or off Airport property.

"Director" shall mean the Director of Airports of the Airport Authority of the City of St. Louis, and incorporates the granting of approval requirements of Section 1415 hereof.

"Disadvantaged Business Enterprise" or "DBE" shall mean a small business: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, as in the case of a publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals means those individuals who are citizens of the United States (or are lawfully admitted permanent residents) and who are refutably presumed to be women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans or Asian Indian Americans and any other individuals or groups found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, as amended.

"Gross Receipts" includes, but is not limited to, the following items:

- all time and mileage charges, net of any discounts that may be offered, on vehicles rented at the Counter or Customer Service Facility or on vehicles taken by customers from the Customer Service Facility regardless of what station or establishment may receive the vehicles or the rent from them, including vehicles taken by customers in exchange for vehicles originally rented or taken by customers at the Customer Service Facility, regardless of whether collected or not collected;

- all monies paid or payable for personal accident insurance coverage;

- drop charges charged to customers renting vehicles at the Customer Service Facility but delivering them to another location;

- all monies separately stated or collected to recover the Airport concession fee, Airport rent, or any other Airport fee or charge;

- all monies charged or collected as surcharges or other miscellaneous fees (e.g., recovery of automobile property taxes, vehicle title and registration fees and sales tax on purchase of rental vehicle);

- all other monies charged or collected from customers for associated services and equipment (e.g., child restraint devices and telecommunications devices), except those specifically excluded below;

- all receipts charged or derived from or in connection with the extension or renewal of any automobile rental agreement entered into with any customer transported by any means from the Airport to a Customer Service Facility, regardless of the location at which that rental agreement is renewed or extended;

- amounts paid or payable to the Concessionaire in exchange for coupons or vouchers which are redeemed at another facility operated by the Concessionaire; and

- all monies stated on the rental agreement as a single package price for a variety of rental car services (including, but not

limited to, time and mileage charges, refueling of vehicles, personal accident insurance coverage, collision damage waivers and loss and damage waivers), even if some of the included services may be excluded from Gross Receipts if stated separately on the rental agreement. The Concessionaire shall not exchange vehicles, modify the accounting treatment of receipts, nor rename or redefine rentals, services, or products in any manner that would deprive the City of amounts that would otherwise be payable to the City;

Only the following may be excluded from Gross Receipts:

- monies separately stated and collected from customers for collision damage waivers and loss damage waivers and supplementary liability protection;

- monies recovered from insurance or otherwise for damage to or for loss, conversion or abandonment of vehicles or other property;

- any taxes or payments in lieu of taxes levied by competent governmental authority which is required by law to be separately stated and collected from customers. Such payments shall not include the Airport fees, rents, or charges paid to the City under this Agreement;

- monies separately stated and collected from customers for refueling of vehicles;

- proceeds from the disposal of the Concessionaire's owned equipment, vehicles sold wholesale or fixtures approved for removal by the Director;

- monies collected from customers for vehicles dropped at the Customer Service Facility and originally rented at another airport to which the Concessionaire pays a concession fee;

- credits for refunds to customers for sales made at the Customer Service Facility; and

- rental of any vehicle to local residents or other customers who did not arrive at the Airport by airplane within 24 hours prior to the rental, and was not transported from the Airport by the Concessionaire or by others to the Concessionaire's Customer Service Facility, together with a statement (which shall be included in the rental agreement or attached thereto) completed and signed by such customer in the following form:

  I hereby certify that I did not arrive by airplane at Lambert - St. Louis International Airport within 24 hours prior to renting the vehicle described in this agreement and that I was not transported from the Airport by the rental car company, or by others, to the rental car company's Customer Service Facility.

  _____
  Signature

  _____
  Printed Name

  _____
  Date

"Ground Transportation Rules and Regulations" shall mean the Airport's Commercial Ground Transportation Rules and Regulations as adopted by the City and as may be amended from time to time in the future.

"Improvements" shall mean all construction and fixtures built or erected by the Concessionaire, and forming a part of and which are permanently affixed or attached to any portion of Airport real property or improvements.

"On-Airport Passenger Vehicle Rental (PVR) Concession" shall mean a concession that serves the public through the provision of on-airport passenger vehicle rental services.

"Premises" shall mean a location or locations described in Section 201 that have been designated by the City for the operation of Concessionaire's PVR concession, and for other uses provided specifically herein.

"Removable Fixtures" shall mean all furnishings, equipment and fixtures installed by the Concessionaire, that are not permanently affixed to any wall, floor or ceiling in the Premises.

ARTICLE II

PREMISES

Section 201. Premises. City hereby grants the use of and requires the Concessionaire to use at the Airport the Counter Areas and the Curbside Passenger Pick-Up / Drop-Off Spaces as described on the Exhibit "A" attached hereto and made a part hereof in the Concessionaire's operation of its customer service counter. The rights granted in Section 301 hereof must only be exercised on the Premises and at the Customer Service Facility.

The Director shall have the right to add, substitute, relocate or delete portions of the Premises upon reasonable notice to the Concessionaire. The City will not be liable or responsible for any loss whatsoever, including without limitation, any inconvenience or loss by the Concessionaire of work time, profit or business resulting from these changes to the Premises.

The Director may, however the Director shall bear no obligation to, reallocate the Curbside Passenger Pick-Up / Drop-Off Area(s) on June 1 of Contract Years Two (2) through Five (5), based on the Concessionaire's prior contract year's concession fees paid to the City in relation to the total concession fees paid by all PVR concessionaires, if the change in concession fees amongst any of the PVR concessionaires is five (5) percentage points or more.

The Counter Area lines of demarcation between the Concessionaire and other concessionaires or tenants shall be determined by the Director.

The City will not provide a ready / return or a service area for the Concessionaire's use during any part of the term of this Agreement.

Section 202. Access. Subject to and in accordance with the terms, covenants and conditions of this Agreement, the Concessionaire shall have the right of free access, ingress to and egress from the Premises for the Concessionaire's employees, agents, guests, patrons and invitees.

ARTICLE III

CONCESSION RIGHTS

Section 301. Rights. City hereby grants to the Concessionaire the right, license and privilege to operate a nonexclusive PVR concession at the Airport subject to and in accordance with all of the terms, covenants and conditions of this Agreement during the term of this Agreement. The following activities are inclusive of these rights:

The right to transact rental services only within the Premises and at the Customer Service Facility, including the provision of a customer service counter, the sale of loss and collision damage waiver, personal accident insurance, and such other insurance products and customer services including infant car seats and telecommunications devices used only for rental vehicles.

The Concessionaire will be required to pay installation, maintenance and operating charges for direct telephone lines on the telephone boards in the Main Terminal, East Terminal and roadway pick-up areas. In addition, the Concessionaire will finance and operate shuttle vehicles for the purpose of transporting customers between the Main Terminal and East Terminal and the Concessionaire's Customer Service Facility. The Concessionaire shall comply with and all shuttle vehicles of the Concessionaire will be governed by and subject to the Airport's Ground Transportation Rules and Regulations, as may be amended from time to time.

Section 302. Limitation of Rights. The Concessionaire is not granted the right to offer for sale any merchandise, vehicles, or other services, or engage in any other business or commercial activity on the Airport that is not specifically granted under this Agreement. If any services or products, other than those specifically mentioned in Section 301 are offered for sale by the Concessionaire, the Concessionaire will cease and desist from any further sale or provision thereof immediately and not later than upon receipt of written notice from the Director.

Concessionaire shall not engage in advertising or provide an area for the distribution of advertisements on behalf of any company other than itself. City shall be the sole judge whether the conduct of Concessionaire's representative in the solicitation of business constitutes a violation of this paragraph, and upon notice from the City, Concessionaire shall forthwith take all steps necessary to

eliminate the undesirable condition.

This Agreement grants no real or implied rights to any concession privileges on the Airport other than in the designated areas.

ARTICLE IV

LEASE TERM

Section 401. Term. The term of this Agreement shall consist of five (5) years commencing on January 1, 2004, and ending December 31, 2008, unless sooner terminated in accordance with other provisions of this Agreement.

Section 402. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. The Concessionaire covenants and agrees that at the expiration date of the term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises, which in accordance with Section 708 shall be restored to original condition, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Premises with or without due process of law.

ARTICLE V

FEES AND RENTALS

Section 501. General. The Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession fees set forth below in Sections 502, 503, 506 and 511 and the utilities described in Section 804 of this Agreement, without demand during the term of this Agreement.

Section 502. Space Rental Payment. The Concessionaire shall pay to the City from the first month of the term through the last month of the term, an annual per square foot rental rate for Counter Area in the Main Terminal equal to the City's actual expense of providing and maintaining the space as computed by the City plus fifteen percent (15%). This rental rate shall be adjusted on an annual basis beginning on July 1 of each calendar year.

Section 503. Concession Fee Payments.

A. The Concessionaire agrees to pay to City for Contract Years One through Five a sum equal to the greater of the Minimum Annual Guarantee as set out below for each Contract Year or ten percent (10.0%) of Gross Receipts.

Contract Years	Minimum Annual Guarantee
Year 1	$ 792,000.00
Year 2	$ 864,000.00
Year 3	$ 984,000.00
Year 4	$1,128,000.00
Year 5	$1,296,096.00

B. The Minimum Annual Guarantees shall be reduced by a maximum of twenty-five percent (25%) should originating/destination ("O&D") enplaned passengers fall by at least twenty-five percent (25%) or more in a one year period after Contract Year One. The base year for O&D enplanement comparisons is Contract Year One. O&D enplanement numbers used for comparisons shall be taken from the statistics recorded by the City. This adjustment shall be subject to the following limitations: (1) this adjustment will take effect in the Contract Year immediately following the Contract Year in which the entire twenty-five percent (25%) reduction in O&D enplanements is attained, (2) this adjustment applies only to Contract Years subsequent to the entire twenty-five percent (25%) decline in O&D enplaned passengers and (3) this adjustment will be offset proportionally to one hundred percent (100%) of the applicable Contract Years' Minimum Annual Guarantees for Contract Years following the year in which O&D enplanements increases above seventy-five percent (75%) of Contract Year One O&D enplanements.

An example of this adjustment is as follows. O&D enplanements in Contract Year Three decrease to sixty-five percent (65%) of Contract Year One O&D enplanements. This will cause a maximum of a twenty-five percent (25%) reduction in the Minimum Annual Guarantee for Contract Year Four. O&D enplanements in Contract Year Four then increase to

eighty-five percent (85%) of Contract Year One O&D enplanements. This will cause the Minimum Guarantee for Contract Year Five to increase to one hundred percent (100%) of the Minimum Annual Guarantee for Contract Year Five.

Section 504. Payment. Payments for each month of the Contract Years shall consist of (a) paid in advance on or before the first day of each month an amount equal to 1/12 of the annual rental for the Counter Area for the applicable calendar year, (b) paid in advance on or before the first day of each month an amount equal to 1/12 of the Minimum Annual Guarantee for the applicable Contract Year and (c) paid on or before the 20th day of the second and each succeeding month an amount equal to the Percentage Fee for the preceding month which exceeds the Minimum Annual Guarantee for the applicable Contract Year. (See Section 506 Unpaid Rent and Fees for the amount of any applicable service charge).

Section 505. Reports.

A. The Concessionaire shall submit to the City by the 20th day of the second and each succeeding month of the Contract Years hereof, one copy of an accurate statement of Gross Receipts. The final statement of Gross Receipts will be due by the 20th day of the month following expiration of this Agreement. The Concessionaire shall report Gross Receipts, and the computation of Gross Receipts, on the form approved by the Director. The City reserves the right to use these statements of Gross Receipts as a source of information to bidders in a future solicitation for bids for this concession.

B. On the form approved by the Director for the submission of each monthly statement of Gross Receipts, the Concessionaire shall state the number of rental transactions. The City shall use said reports to determine traffic flow for planning and other management purposes.

C. The Concessionaire shall submit an audit report of Gross Receipts within one hundred twenty (120) days following the conclusion of each Contract Year. These audit reports must be prepared by an independent Certified Public Accountant licensed to do business within the state of Missouri. The audit reports shall at a minimum certify the accuracy of (i) reported total accumulated Gross Receipts, (ii) the calculation of the total amount payable to the City based upon the Percentage Fee, and (iii) the aggregate amount of Gross Receipts and/or goods and services attributable to DBE participants. The audit reports shall also include a schedule showing the total of actual payments to the City during the Contract Year and shall state an opinion as to the correctness of the computation of Gross Receipts without exception.

If through such audit report it is established that additional fees are due the City, the Concessionaire shall pay such additional fees to the City not later than fifteen (15) days after completion of such statement and receipt of written notice from the Director. If it is established that the Concessionaire has overpaid the City, then such overpayment from the Concessionaire shall be credited to the fees and charges next thereafter due from the Concessionaire or paid to Concessionaire after the last Contract year.

D. Within thirty (30) days after the close of each Contract Year, except the last Contract Year, the Concessionaire shall provide the City with an estimate of projected monthly Gross Receipts for the subsequent Contract Year.

E. Delivery of an audit report containing a qualified opinion, an adverse opinion or a disclaimer of opinion as defined in the Statement on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default pursuant to Section 1101 (B) (10) herein.

Section 506. Unpaid Rent and Fees. All unpaid rent and fee payments due the City hereunder will bear a service charge of one-and-a-half percent (1½%) per month if same is not paid and received by the City on or before the 20th of the month in which said payments are due, and the Concessionaire agrees that it will pay and discharge all costs and expenses including attorneys' fees incurred or expended by the City in collection of said delinquent amounts due including services charges.

Section 507. Performance and Payment Bond. Concessionaire agrees to furnish a Performance and Payment bond in a form acceptable to City in the principal amount of $648,048.00 before the Concessionaire performs any work under this Agreement. Such bond, or other form of security, shall remain in full force and effect throughout the term of this Agreement and shall extend sixty (60) days following the expiration or early termination of this Agreement. In the event that said bond should expire prior to expiration or early termination of this Agreement, Concessionaire covenants and agrees to provide City a renewal bond sixty (60) days prior to expiration date of the expiring bond. Such bond will guarantee the payment of all Fees and performance of all other terms, covenants and conditions of this Agreement. The bond will be in the form of standard commercial guaranty bond running to City, written by a surety company authorized to do business in Missouri and (1) having a "Best" key rating of not less than A and with

a "Best" Financial Size Category of not less that Class VIII and (2) shown on the most recent U.S. Treasury Circular No. 570 as having an "underwriting limitation" of at least the amount of the penal sum of the bond. The bond will be kept in full force and effect during the term hereof. City may agree to another form of deposit which will provide equal protection of City's interest. If City cashes the bond or other form of deposit, Lessee agrees to furnish a replacement bond or other form of deposit in the same principal amount within fifteen (15) days.

Section 508. Prompt Payment of Taxes and Fees. The Concessionaire covenants and agrees to pay promptly all lawful general taxes or payments in lieu of taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport or under this Agreement, and further covenants and agrees not to permit any of said taxes, payments, assessments, fees and charges to become delinquent.

Section 509. Accounting Records and Reports. During the term hereof the Concessionaire will make available in the St. Louis area true, accurate, complete and auditable records of all business it conducts at the Airport. The Concessionaire will make same records available in the St. Louis area for one year following the termination of this Agreement. These records will be accessible during usual business hours to the City or it's duly appointed agents or auditors. The Concessionaire is not required to maintain its records in the St. Louis area, as provided above, if it agrees to pay for all costs associated with conducting audits performed by the City at the Concessionaire's place of records.

Section 510. Audit. City or its designated agent reserves the right to audit Concessionaire, its subcontractors or others doing business under this Agreement, books and records and receipts at any time for the purpose of verifying the Gross Receipts hereunder. If as a result of such audit(s), it is established that additional fees or charges are due the City, the Concessionaire shall pay such fees or charges to the City not later than fifteen (15) days after completion of such audit and written notice by the Director. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between Gross Receipts reported by the Concessionaire and Gross Receipts determined by the audit, the cost of the audit shall be borne by the Concessionaire.

Section 511. Additional Fees, Charges and Rentals. The Concessionaire will pay additional fees, charges and rentals under the following conditions:

A. if the City has paid any sum(s) or has incurred any obligation(s) or expense(s) for which the Concessionaire has agreed to pay or reimburse the City, or

B. if the City is required or elects to pay any sum(s) or incur any obligation(s) or expense(s) because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of the terms, covenants or conditions of this Agreement.

Such payments will include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees, charges and rental thereafter due hereunder. Each and every part of such payment will be recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic fees, charges and rentals, as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum(s) by the City for any work done or material furnished will be prima facie evidence against Concessionaire that the amount of such payment was necessary and reasonable.

Section 512. Notice, Place and Manner of Payment. Payments will be made in legal tender of the United States at the Office of the Director at the Airport, or at such other place in the City of St. Louis, Missouri as the Director may hereafter notify Concessionaire.

ARTICLE VI

CONCESSIONAIRE' S OPERATIONS

Section 601. Standards of Service. The Concessionaire warrants, represents, covenants and agrees to meet the City's objectives as set out in the preamble hereof. The Concessionaire shall furnish a first-class PVR concession serving the needs of all users of the Airport by offering prompt and efficient services that are adequate to meet all reasonable demands thereof. All categories of users will be treated on a fair, equal and nondiscriminatory manner that will reflect credit upon the Concessionaire and the City. The Concessionaire shall provide quality services managed efficiently in a clean, attractive and pleasant atmosphere.

A. The Concessionaire shall offer for rent vehicles not more than two (2) model years old consisting of full-size, mid-size, compact and subcompact models in such numbers as to meet reasonably foreseeable demands of the traveling public. All vehicles shall be maintained, at Concessionaire's expense, in good and safe operating order, free from any known mechanical defects, and be in clean neat and attractive condition both inside and out.

B. Operator may offer for rental antique, vintage, classic or other luxury or prestige automobile or handicapped operated vehicles of good quality, free from any known defect and clean and attractive both inside and out. The City shall have the right to prohibit Concessionaire from offering for rental any vehicle which City reasonably determines not to meet the standards in 601 (A) above.

C. Concessionaire shall provide the following services for its customers at the Airport: (i) accept at least three (3) nationally recognized credit cards for payment of automobile rental, (ii) provide for a national reservation system readily available to customers who reside in any state, (iii) provide for one way rentals to or from any location within a seven hundred fifty (750) mile radius of the Airport, (iv) make available bodily injury and property damage liability as primary coverage and not as excess of customers personal liability coverage.

Section 602. Hours of Operation. The hours of operation for serving the public shall be from the earlier of one hour before the first departure or the time of the first arrival until the later of one hour after the last arrival or the time of the last departure, seven (7) days per week. Concessionaire must monitor flight activity and adjust its hours of operation to accommodate late arriving flights. Counter hours will conform to hours of operation. The Concessionaire may not change the hours of operation without written application to and the written approval of the Director. The Director may require the Concessionaire to change its hours of operation to reflect changing operational circumstances at the Airport.

Section 603. Pricing. The Concessionaire shall charge fair, reasonable and nondiscriminatory prices that are attractive to the public and substantially similar to the prices charged by on-airport concessionaires at airports of comparable passenger enplanements. The Concessionaire shall comply with all applicable rules and regulations of the Federal Trade Commission and other government agencies.

Section 604. Promotion. The Concessionaire covenants that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it hereunder.

The Concessionaire shall not divert or cause or allow any business to be diverted from the Airport by referral or any other method. Any action taken by the Concessionaire to induce its patrons to rent or receive vehicles in such a manner and at such places so as to diminish the Gross Receipts of the Concessionaire under this Agreement shall constitute a material breach hereof and a cause for the termination of this Agreement by the City.

Section 605. Personnel.

A. The Concessionaire shall maintain a sufficient number of trained personnel on duty at all times to insure that Concessionaire's customers will receive prompt and courteous service at all times. The Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms and badges to indicate the fact and nature of their employment. The Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of this PVR concession. The Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules and regulations. The Concessionaire's oral solicitation of business at the Airport shall be confined to the Premises. The Concessionaire shall prohibit and restrain its agents, servants and employees from loud, noisy, boisterous or otherwise objectionable behavior. Upon objection from the Director concerning the conduct or appearance of any such persons, the Concessionaire shall immediately take all steps necessary to remove the cause of the objection.

B. The Concessionaire, at its cost, acknowledges and agrees that it will conduct employee background checks of each of its personnel if required by the Federal Aviation Administration (FAA) and/or the Airport. The Concessionaire recognizes and agrees that security requirements may change and the Concessionaire agrees that it will comply with all such changes throughout the term of this Agreement.

The Concessionaire understands and agrees that fines and / or penalties may be assessed by the Federal Aviation Administration for the Concessionaire's noncompliance with the provisions of 14 CFR § 107 (1988) as amended or other applicable laws or regulations. The Concessionaire shall promptly reimburse the City for any fines or penalties paid by the

City due to Concessionaire's noncompliance with said laws or regulations.

Section 606. Manager. The Concessionaire shall at all times retain one or more qualified, competent and experienced manager(s) who shall manage and supervise the operations and the facilities and represent and act for the Concessionaire. The manager(s) shall ordinarily be available during regular business hours. A responsible subordinate shall be in charge and available at all times during the manager's absence.

Section 607. Conflicts. The Concessionaire shall monitor the movement of its vehicles to minimize conflict with other functions and users of the Airport and shall coordinate its use of the Airport with other users.

Section 608. Record Keeping. The Concessionaire agrees to provide a system for the collection of all monies and provision of accounting, audit and statements of Gross Receipts as required by Article V of this Agreement. This system shall be capable of providing comprehensive records, in a format acceptable to the Director, of daily, monthly and annual sales of the Concessionaire and DBE participant(s) under this Agreement (these records are to be retained by the Concessionaire). The Concessionaire must also maintain records that document, in a format acceptable to the Director, the purchase or lease of goods and services attributable to DBE participants.

Section 609. Transition Period. If applicable, during any future transition of the PVR concession to another concessionaire, the incumbent Concessionaire shall use its best efforts to assure a smooth transition and agrees to closely coordinate the planning and execution of the transition with the Director.

Section 610. Operation.

A. The Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, the Concessionaire will provide and be responsible for all employees and necessary components of the operation, including inventory, fixtures, equipment and supplies. The Concessionaire shall provide and maintain the rental vehicles made available hereunder at the Concessionaire's sole expense, in good operative order, free from known mechanical defects and in a clean, neat and attractive condition inside and outside.

B. The City shall not be responsible for any vehicles, supplies, fixtures or equipment used, maintained or stored on the Premises or at the Customer Service Facility, nor will it be responsible for damage to such items resulting from flood, fire, explosion, vandalism or other causes outside the control and responsibility of the City.

C. Concessionaire will be responsible for removing its vehicles from the parking facilities owned by the City on a daily basis and will pay all applicable parking fees.

Section 611. Communication.

A. The Concessionaire's local manager shall schedule monthly or quarterly meetings (at the Properties Department's discretion) with the appropriate representative of the Airport Properties Department to discuss sales and any other relevant issues which may affect the Concessionaire's operation at the Airport. The Concessionaire shall also be available for meetings at other times as necessary.

B. The Concessionaire shall be responsible for notifying the Airport Properties Department of any problem that reduces service or sales levels or in any way impairs the Concessionaire's operation. The Airport will make every reasonable effort to assist in eliminating such problems.

Section 612. Customer Complaints. Concessionaire will establish procedures for handling all customer complaints. Concessionaire will respond in writing to every complaint, written or oral, within seven (7) calendar days of the complaint and will make good faith efforts to explain, resolve or rectify the cause of the complaint. Concessionaire will provide the Director with a summary of their customer complaints and their resolution at a time and in a manner acceptable to the Director. Concessionaire will provide the Director with specifics of any complaint that has not been reasonably and satisfactorily resolved.

ARTICLE VII

IMPROVEMENTS AND ALTERATIONS

Section 701. Construction by the Concessionaire.

A. The Concessionaire takes the Premises in the Main Terminal "AS IS" and shall, at the Concessionaire's sole cost and expense, improve the Premises, including installation of new counter, back wall and other finishes in the Counter Area prior as soon as possible, but not later than February 29, 2004.

All improvements shall be constructed by the Concessionaire in accordance with plans prepared by the Concessionaire and approved by the Director subject to the requirements of this Article VII.

B. The Concessionaire agrees that all such work shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director.

Section 702. Preparation of Plans and Specifications. The Concessionaire shall submit detailed drawings, plans and specifications for improving and equipping the Premises. The Concessionaire will begin work on proposed construction only after it has received the written approval of its plans and specifications from the Director.

Section 703. Contractor's Liability Insurance. In any contract that pertains to improving and equipping the Premises, Concessionaire shall require the contractor to cause St. Louis County, the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, a combined single limit of not less than $2,000,000 for bodily injury and property damage and include the City as an Additional Insured. Said insurance shall be in a form agreeable to the City, and certificates showing proof of coverage shall be delivered to the Director for approval before any constructing, improving or equipping of Premises commences.

Section 704. Performance and Payment Bonds. The Concessionaire shall require each of its contractors and suppliers of construction materials to furnish Performance and Payment Bonds in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo 1994 as amended. Copies of the bonds shall be given to the Director for approval before work begins. Any sum(s) derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers, as the case may be.

Section 705. Mechanics' and Materialmen's Liens. The Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien to be foreclosed upon the Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

Section 706. Certificates of Completion. Upon the completion of the improvements hereunder, the Concessionaire shall submit to the Director a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Concessionaire.

Section 707. Signs.

A. The Concessionaire shall not erect, maintain or display any signs on the Premises without the prior written approval of the Director. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, the Concessionaire shall have the right to install such advertising and identification signs as may be necessary for the proper conduct of PVR services as contemplated hereunder. The Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises.

B. The Concessionaire shall be responsible for the cost of any new signs or modifications to Airport directories and other existing signs, including sign systems required by the Director. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 707 and the Tenant Design Standards.

C. Prior to the erection, construction or placement of any sign, the Concessionaire shall submit to the Director for approval

all drawings, electrical details, sketches, designs, elevations, mounting details and dimensions of such signs. Any conditions, restrictions or limitations with respect to the use thereof as stated by the Director in writing shall become conditions of the Agreement.

D. The Concessionaire shall not obstruct its counter space with advertising matter, displays or other literature not directly pertaining to PVR services. The Concessionaire shall not place any signs outside of the Premises.

Section 708. Title to Improvements and Fixtures. All improvements constructed or placed in the Premises by the Concessionaire that are not Removable Fixtures, as well as all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting in the City upon expiration or earlier termination of this Agreement. This vesting of title is subject, however, to the Concessionaire's obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the term and in accordance with this Agreement.

All Removable Fixtures shall remain the property of the Concessionaire, and shall be removed by the Concessionaire at date of expiration or termination of this Agreement. Within sixty (60) days of the commencement of the operation in the Premises, a list of such Removable Fixtures shall be submitted in writing to the Director by Concessionaire for the Director's approval, and such list shall be periodically updated by Concessionaire.

The City reserves the right and the Concessionaire agrees that the Director may require the Concessionaire to remove any or all Improvements and structures and restore the Premises to their original condition at the time the Concessionaire took possession of the Premises. The Concessionaire agrees to bear all costs of such removals and restorations.

ARTICLE VIII

USE OF PREMISES

Section 801. Compliance with Laws and Regulations.

The Concessionaire shall comply with all Rules and Regulations which the Director may establish from time to time, including the Airport's Ground Transportation Rules and Regulations. In addition, the Concessionaire shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Premises or to any adjoining public ways, as to the manner of use or the condition of the Premises or of adjoining public ways.

Section 802. Repairs and Maintenance. The Concessionaire will provide and pay for all repairs and maintenance of the Premises, except the following which shall be the responsibility of the City:

A. The structural components of the terminal buildings.

B. The utility system up to the Concessionaire's point of connection, except where the utility systems are owned or controlled by the utility companies.

The Concessionaire will perform the following functions as part of its responsibilities in the repair and maintenance of the Premises. The following list includes certain functions, but the Concessionaire's responsibilities are not limited to those functions:

A. Perform daily custodial services.

B. Keep all its equipment and fixtures in good repair and appearance.

C. Keep premises free from all fire and other hazards to persons and property and furnish and maintain adequate portable fire protection equipment.

D. Repair all damage to the Premises and the Airport when such damage results from the careless or negligent acts of the Concessionaire or the Concessionaire's employees or agents.

E. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director applicable to all Airport tenants. Such standards may require the use of special devices

including, but not limited to special containers, compactors and disposal systems. The Concessionaire agrees to promptly provide and install such devices and to abide by all standards.

F. Confine all handling and holding of the Concessionaire's property to the Premises.

G. Keep all papers and debris picked up daily from the Premises.

H. Keep Premises free of all pests and provide pest control services as needed.

I. No storage will be permitted on the exterior areas of the Premises.

The Director may temporarily or permanently close any roadway or other right-of-way for access to the Premises, so long as another means of access is provided. The Concessionaire understands and agrees that there may be inconveniences caused by construction or renovations of the Airport, and the Concessionaire hereby releases and discharges the City from any and all inconvenience claims, liability or causes of action arising out of or incidental to the closing of any right-of-way, including without limitation loss of profit or business incidental, consequential, or special damages.

Section 803. Right to Enter, Inspect and Make Repairs. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Concessionaire's operations as is reasonably practicable) to enter upon and in the Premises for the following purposes:

A. To inspect such Premises to determine whether the Concessionaire has complied and is complying, with the terms, covenants or conditions of this Agreement.

B. In the event the Concessionaire is obligated but has failed to perform maintenance and make repairs after the City has given the Concessionaire notice to do so, the Concessionaire shall promptly reimburse the City for the cost thereof plus an overhead charge of fifteen percent (15%).

C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.

D. To gain access to the Premises in order to perform studies, inspections, assessments, environmental inspections or assessments, etc.

Section 804. Utilities. The City has provided and paid for heated and chilled medium up to, but not into the Counter Area. The City shall provide a main electric panel from which the Concessionaire shall obtain electricity at a cost based upon metered usage. The Concessionaire shall be responsible for the cost of electric meters and sockets and all connections to and within the Premises. The Concessionaire shall be responsible for any needed modification or upgrade in electrical supply, heating or cooling caused by increased lighting or other changes to the Premises made by the Concessionaire.

The Concessionaire shall pay for all costs of other utilities, including but not limited to deposits, installation costs, connection charges, meter deposits and all service charges for telephone and other utility services metered directly to the Premises, regardless of whether or not such utility services are furnished by the City or a utility service company.

If required by building codes or other regulations, the Concessionaire shall pay for the cost of installation of fire detection and suppression distribution equipment in the Premises. The Concessionaire shall pay for the connection of fire detection equipment up to City provided z-tie boxes. The Concessionaire shall pay for the connection of fire suppression equipment up to City provided sprinkler mains and tamper switches.

The City shall not be liable to the Concessionaire for damages or any losses for the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service. The Concessionaire does hereby release and discharge the City from any and all inconvenience, claims or cause of actions arising out of or incidental to such interruption, including, without limitation, loss of profit or business or incidental, consequential, or special damages.

Section 805. Interference to Air Navigation. The Concessionaire warrants, represents, and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation regulations or

subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain on the Premises. Any obstructions will be immediately removed by the Concessionaire at its expense. The Concessionaire further warrants, represents and agrees not to install any structures, objects, machinery or equipment that would interfere with the operation of navigation aides, the safe and efficient operations of the Airport, or the operations of other tenants and users of the Airport.

ARTICLE IX

LOSS OF AND LIABILITIES PERTAINING TO PREMISES

Section 901. Liability Insurance. The Concessionaire, at its expense and, at all times during the term hereof, shall cause St. Louis County, the City, the Board of Aldermen, the Airport Commission, the officers, agents and employees of said entities and the Concessionaire to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to have arisen out of the activities of the Concessionaire, its officers, agents, employees, and independent contractors pursuant to this Agreement, whether on or off of the Premises or the Airport, under the following types of coverage:

A. Commercial General Liability;

B. Automobile Liability (all vehicles, including hired and non-owned).

The minimum limits of coverage for the above classes of insurance shall equal a single limit of $3,000,000 comprised of such primary and excess policies of insurance as the Concessionaire finds feasible to purchase during the term of this Agreement.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, the City and its Board of Aldermen, Airport Commission, officers, agents, and employees shall be named as an Additional Insured. Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of the Concessionaire, its officers, agents, employees, consultants, contractors, licensees, invitees and independent contractors. In addition, such insurance shall include contractual liability sufficient to cover concessionaires indemnity obligation hereunder. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City and its Board of Aldermen, Airport Commission, officers, agents and employees as an Additional Insured is not intended to, and shall not make the City a partner or joint venturer with the Concessionaire in its operations hereunder.

Concessionaire will maintain, and upon request furnish evidence to City, adequate provisions for workers compensation insurance, Social Security and Unemployment Compensation in at least statutory limits to the extent such provisions are applicable to Concessionaire's operations hereunder.

Section 902. Property Insurance. The Concessionaire will provide fire, lightening, extended coverage and other related insurance coverage for the full value of the Improvements and equipment existing or installed on the Premises.

Section 903. Damage or Destruction of Terminal. The building in which the Premises are located will be insured by the City under a policy of fire and extended coverage.

If the building is destroyed or damaged to such an extent as to be economically irreparable, the City may terminate this Agreement by written notice to the Concessionaire. All rental payments will cease as of the date of the destruction or damage.

If the building is repairable, the City will begin such repairs as soon as is practicable. Rental payments on untenable portions will cease as of the date of the damage. Rental payments will continue to be due on the tenantable areas. The City will attempt to find temporary facilities for use by the Concessionaire during the repairs and the Concessionaire will pay rental for the temporary facilities. City will not be liable or responsible for any losses of any kind whatsoever, including, without limitation, any inconvenience or loss by Concessionaire of business or profit resulting from such damage or any incidental, consequential, or special damages.

Section 904. Evidence of Insurance. Certificates or other evidence of insurance coverage required of the Concessionaire in this Article IX shall be delivered to the Director in form and content satisfactory to the City.

At least fifteen (15) days prior to the expiration of any such policy, the Concessionaire shall submit to the Director a certificate

showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, the Concessionaire shall within fifteen (15) days after the date of such written notice from the insurer of such cancellation or reduction in coverage file with the Director a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by the City and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving thirty (30) days written notice to the Director.

Section 905. Conditions of Default. This Agreement shall be considered in default when the Concessionaire fails to comply with any term, covenant or condition of this Agreement. Said default shall constitute a material breach hereof and shall be cause for the termination of the Agreement by the City.

Section 906. Indemnification. The Concessionaire shall protect, defend, and hold St. Louis County, the City, the Board of Aldermen, the Airport Commission, and officers, agents and employees of said entities, completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever, arising out of or incident to, this agreement and/or the use or occupancy of the Premises and/or the acts or omissions of the Concessionaire's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City of St. Louis. The Director or his/her designee shall give to the Concessionaire reasonable notice of any such claims or actions. The Concessionaire shall also use counsel reasonably acceptable to the City Counselor of the City of St. Louis or his/her designee, after consultation with the Airport Director or his designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

Section 907. Adjustment of Claims. The Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Concessionaire under this Agreement.

Section 908. Occupancy of Premises. The Concessionaire accepts the Premises "AS IS". The Concessionaire agrees that it will not permit any act of omission or commission or condition to exist on the Premises which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

Section 909. Waiver of Subrogation. Concessionaire on behalf of itself and its insurers, hereby waives any claim or right of recovery from the City, its Board of Aldermen, Airport Commission, officers, agents and employees for any loss or damage to Concessionaire's officers, agents, or employees or its property or the property of others under Concessionaire's control, to the extent that such loss is covered by a valid insurance policy or could be covered by an "all risk" physical damage property insurance policy. Concessionaire shall provide notice of this waiver of subrogation to its insurer(s).

ARTICLE X

ASSIGNMENT AND SUBCONTRACTING

Section 1001. Assignment and Subcontracting.

A. The Concessionaire shall not assign or transfer this Agreement without the prior written approval of the City, as provided for in City Ordinance 63687, approved in 1996. At least ninety (90) days prior to any contemplated assignment of this Agreement, the Concessionaire shall submit a written request to the Director, along with a copy of the proposed assignment agreement. No assignment shall be made or shall be effective if the Concessionaire is in default on any of the other terms, covenants or conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the terms, covenants and obligations contained in this Agreement. The parties to this Agreement understand and agree that the Concessionaire is and shall remain responsible for the performance of its assigns under this Agreement. No assignment shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.

In the event there is an assignment of this Agreement by operation of law, the City shall be entitled within ninety (90) days after written notice thereof to exercise the City's option hereby given to end the term on a date which shall not be sooner than thirty (30) days after the date of such determination by the City. An assignment by operation of law, as the term is

used herein, shall include but not be limited to the vesting of the Concessionaire's right, title and interest in the Concessionaire's furnishings, Removable Fixtures, equipment, or the Concessionaire's interest in this Agreement, in a trustee in bankruptcy or in an assignee for the benefit of creditors or in a purchase thereof at a judicial sale or other involuntary or forced sale. It is the purpose of the foregoing provision to prevent the vesting in any such purchaser, referee, trustee, or assignee, any rights, title or interest in the City premises or any of the Removable Fixtures, except subject to the City's right to end the term.

B. The Concessionaire shall not sublet the Premises and/or subcontract or transfer any part of the services to be performed hereunder, except as may be necessary to comply with the DBE participation goal in Article XII of this Agreement. At least sixty (60) days prior to any contemplated subletting of the Premises or subcontracting of this Agreement, the Concessionaire must submit a written request to the Director. This request must include a copy of the proposed subcontract or sublease. Any sublease for space or subcontract for space or granting of rights acquired hereunder shall be subject to the review and written approval of the Director. Such sublease or subcontract, however, must require at a minimum: (1) strict compliance with all provisions of this Agreement; (2) a provision that the sublessee or subcontractor will use the facilities solely for the purposes identified in this Agreement; and (3) a provision ensuring that all concession services are available during the hours of operation required in Section 602 of this Agreement.

The parties understand and agree that the Concessionaire is responsible for the performance of its assignees, sublessees, and subcontractors under this Agreement. The Concessionaire agrees to initiate and take all corrective action should a subcontractor or sublessee fail to comply with its contract with the Concessionaire or any provision of this Agreement. There will be no reduction of the Minimum Annual Guarantee payable to the City during any such period of change-out or vacancy of a subcontractor or sublessee.

C. No subcontract, sublease, or other agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approval, subcontract, sublease or agreement as provided for above. Any such assignment or transfer or subcontract of services or the subletting of the Premises without the consent of the City, as provided for above, shall constitute a default on the part of the Concessionaire under this Agreement, and the City may terminate this Agreement as provided for in Section 1103. No action or failure to act on the part of any officer, agent or employee of the City shall constitute a waiver by the City of this provision.

ARTICLE XI

TERMINATION OF AGREEMENT IN ENTIRETY

Section 1101. The City's Right to Terminate. The City, acting by and through its Director, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof, upon the happening of any one or more of the following events. By example, but not by way of limitation, the following acts or omissions shall constitute a material breach of the Agreement justifying the termination of this Agreement in its entirety.

A. If the fees, charges, or other money payments which the Concessionaire herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.

B. If, during the term of this Agreement, the Concessionaire shall:

1. apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;

2. file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;

3. make a general assignment for the benefit of creditors;

4. file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;

5. file an answer admitting the material allegations of a petition filed against any said assignee or sub lessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement, an order, judgment or decree shall be entered by any court of competent jurisdiction; or the application of a creditor, adjudicating the Concessionaire as bankrupt or insolvent; or approving a petition seeking a reorganization of the

Concessionaire, and such order, judgment or decree, shall continue unstayed and in effect for any period of ninety (90) consecutive days;

6. fail to maintain the quality of services and prices to the satisfaction of the Director as required hereunder;

7. fail to prevent cessation or deterioration of service for a period which in the opinion of the Director, materially and adversely affects the overall performance of the Concessionaire under this Agreement;

8. allow a lien to be filed against the Concessionaire or any of the equipment or furnishings therein because of or resulting from any act or omission of the Concessionaire that is not removed or enjoined within thirty (30) days;

9. desert, vacate or discontinue all or a portion of its operation of the Premises that in the opinion of the Director results in a failure to provide the public and others the service contemplated hereunder;

10. fail in the performance of any term, covenant or condition herein required to be performed by the Concessionaire.

On the date set forth in the notice of termination, the term of this Agreement and all right, title and interest of Concessionaire shall expire, except as otherwise provided in Section 1103 hereof.

Failure of the City to take any authorized action upon default of any term, covenant or condition required to be performed, kept and observed by the Concessionaire shall not be construed to be or act as a waiver of default or in any subsequent default of any term, covenant or condition herein contained to be performed, kept and observed by Concessionaire. The acceptance of monies by the City from the Concessionaire for any period or periods after a default by the Concessionaire of any term, covenant or condition herein required to be performed, kept and observed by the Concessionaire shall not be deemed a waiver or estopping of any right on the part of the City to terminate this Agreement for failure by the Concessionaire to so perform, keep or observe any said term, covenant or condition.

Section 1102. The Concessionaire's Right to Terminate.

The Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof for the following causes:

A. If a court of competent jurisdiction issues an injunction or restraining order against the City preventing or restraining the use of the Airport for Airport purposes in its entirety or in substantial entirety.

B. If the City shall have abandoned the Airport for a period of at least sixty (60) days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers.

C. If the City shall have failed in the performance of any specific covenant constituting a material breach within the control of the City and required by this Agreement to be performed by the City.

Section 1103. Procedures for Termination. No termination declared by either party shall be effective unless and until not less than forty-five (45) days have elapsed after notice by either party to the other specifying the date and cause of termination, except for the Concessionaire's failure to make any payments or Performance and Payment Bond specified in Article V or provide any insurance coverage specified in Article IX. The effective date of termination shall be forty-five (45) days from the payment(s) due date with notice to the Concessionaire or thirty (30) days from the date the insurance coverage or Performance and Payment Bond is not provided with notice to the Concessionaire; and no such termination, except for termination for the Concessionaire's failure to make any payments or provide insurance or Performance and Payment Bond, shall be effective if the party at default (1) cannot by the nature of the default cure it within such forty-five (45) day period, (2) commences to correct such default within said forty-five (45) days and (3) corrects the same as promptly as is reasonably practicable.

In the event that suit shall be instituted by the City upon the default of payment of charges and fees as provided herein, then the Concessionaire agrees also to pay reasonable attorneys' fees, litigation fees, and court costs.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and the Concessionaire specified in this Article are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto or any other remedies otherwise available to the parties at law or in equity.

ARTICLE XII

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Section 1201. Compliance.

A. The Concessionaire agrees as a condition hereunder to meet a minimum DBE participation goal of not less than either (1) ten percent (10%) participation in the ownership, management and control of the business by the methods of participation allowed by DOT 49 CFR Part 23, Subpart F, or (2) ten percent (10%) participation through the purchase or lease of services or goods from certified DBEs. Both goals shall be measured as a percentage of total Gross Receipts. These goals remain in effect throughout the term of the Agreement and credit toward the DBE goal will only be given for the use of Airport Authority certified DBEs.

The Concessionaire submitted at the time of bid evidence that it completed the applicable good faith efforts procedure specified in the PVR bid specifications.

B. If these good faith efforts resulted in the fulfillment of the DBE goal, the Concessionaire will not be required to perform additional good faith efforts, except in the event that the Concessionaire's DBE participation fails to continue to meet the goal or comply with the applicable federal regulations. In the event the Concessionaire's DBE participation fails to continue to meet the goal or comply with applicable federal regulations, the Concessionaire will be required to perform the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following the loss of DBE participation and continue at intervals of not less than twelve (12) months, or until the DBE goal is reached by the Concessionaire.

C. 1. If these good faith efforts did not result in fulfillment of the DBE goal, the Concessionaire must again complete the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following commencement of the term of this Agreement and continue at intervals of not less than twelve (12) months, or until the DBE goal is reached by the Concessionaire.

2. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, Subpart F. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

The Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

3. The Concessionaire shall operate its PVR concession in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 23, as applicable, and as said regulations may be amended or new regulations promulgated. The Concessionaire shall also comply with any City of St. Louis executive order, resolution or ordinance enacted, now or in the future, to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, the City shall have the right to terminate this Agreement.

ARTICLE XIII

LIQUIDATED DAMAGES

Section 1301. Liquidated Damages. Concessionaire recognizes and hereby agrees and stipulates that the City will lose revenue and/or incur certain cost or expense, the amounts of which are difficult to ascertain, if Concessionaire violates any of the terms, covenants or conditions enumerated below. Therefore, the Concessionaire agrees and stipulates that the Director, on behalf of the City, may elect after written notice to the Concessionaire of said violation to impose the charges set forth below as liquidated damages on the basis of each violation per day:

VIOLATION	SECOND VIOLATION	THIRD VIOLATION
Violation of Article III, Rights, Limitation of Rights	$100.00	$500.00
Violation of Article VI, Concessionaires Operations	$100.00	$500.00
Violation of Article VII, Improvement and Alterations	$100.00	$500.00
Violation of Article VIII, Use of Premises Clause	$100.00	$500.00

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Notice. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, 10701 Lambert International Boulevard, P.O. Box 10212 Lambert Station, St. Louis, MO 63145. All notices, demands, and requests by the City to the Concessionaire shall be sent by certified mail, return receipt requested addressed to:

President
Enterprise Leasing Co. of St. Louis
29 Hunter Ave.
St. Louis, MO 63124

A copy of all notices shall also be mailed to the Airport Business and Marketing Manager at the same address.

Either or both parties may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to the Concessionaire or said Director.

Section 1402. Non-Discrimination and Affirmative Action Program.

A. The Concessionaire hereto understands and agrees that the City in the operation and use of Lambert-St. Louis International Airport will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 21 of the Federal Aviation Regulations of the Office of the Secretary of Transportation. The Concessionaire hereby agrees that his premises shall be posted to such effect as required by said regulations.

B. The Concessionaire agrees that in performing under this Agreement, neither he nor anyone under his control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry. The Concessionaire will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. Such action must include, but shall not be limited to the following: actions to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training, including apprenticeship.

C. The Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of the Concessionaire state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". The Concessionaire shall not make inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.

D. The Concessionaire agrees that should it be determined by the Concessionaire or the City that he will be unable to conform to his approved positive employment program submitted to determine eligibility under the fair employment practices

provisions of the City Code, he will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within ten (10) days of such determination to ascertain the steps to be taken by the Concessionaire to achieve the provisions of his program.

E. The Concessionaire will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

F. The Concessionaire further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by the Concessionaire in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, including all labor organizations who may furnish skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.

G. Whenever the Concessionaire is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, the Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

H. The Concessionaire will establish and maintain for the term of this Agreement an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment. The City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.

I. The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Concessionaire 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 this subpart. The Concessionaire assures that it will require that its covered sub organizations provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 1403. No Personal Liability. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

Section 1404. Force Majeure. Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

Section 1405. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

Section 1406. Quiet Enjoyment. Subject to the provisions of the Agreement, the City covenants that the Concessionaire on paying the rentals and otherwise performing its covenants and other obligations hereunder shall have quiet and peaceable possession of the Premises.

Section 1407. Operation and Maintenance of the Airport. The City shall at all times operate the Airport properly and in a sound and economical manner; and the City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

Section 1408. Title to the Site. The Premises from the date hereof until the termination of this Agreement shall be owned in fee simple title by the City or in such lesser estate as in the opinion of the
City Counselor is sufficient to permit the letting thereof by the City as herein provided for the full term provided in this Agreement.

Section 1409. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between the City and the United States relative to the operation or maintenance of the Airport, the

execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act, as it has been amended from time to time.

Section 1410. Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires modifications or changes to this document as a condition precedent to granting of funds for the improvement of the Airport, the Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable the City to obtain said Federal Aviation Administration funds.

Section 1411. Governing Law. This Agreement shall be deemed to have been made and be construed in accordance with the laws of the State of Missouri, and is subject to the City Charter and ordinances.

Section 1412. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 1413. Amendments. This Agreement may be amended from time to time by written agreement, duly authorized and executed by representatives of all the parties hereto.

Section 1414. Previous Agreements. It is expressly understood that the terms and provisions of this Agreement shall in no way affect or impair the terms, obligations or conditions of any existing or prior agreement between the Concessionaire and the City.

Section 1415. Required Approvals. When the consent, approval, waiver, or certification ("Approval") of other the party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. The City and Concessionaire agree that extensions of time for performance may be made by the written mutual consent of the Director of Airports and the Concessionaire or its designee.

Section 1416. Waivers. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any waiver must be in writing and signed by the party waiving.

Section 1417. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the Concessionaire in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

Section 1418. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 1419. Not a Lease. This Agreement is not a lease, and the right to use the Premises is entirely dependent upon the rights and privileges granted hereunder. The Concessionaire will in no instance be deemed to have acquired any possessory rights against the City or the Premises or be deemed to be a tenant of the City.

Section 1420. Advertising. The Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises either directly or indirectly in connection with any production, promotion service or publication without the prior written consent of the Director.

Section 1421. Conflicts Between Tenants. In the event of a conflict between the Concessionaire and any other tenant, licensee or concessionaire as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each lessee, licensee, and / or other concessionaire and shall make a final decision to which the Concessionaire agrees to be bound. All determinations by the Director are final.

Section 1422. Prevailing Wage. Concessionaire shall, as a condition of the Agreement, include in all service contracts pertaining to the Premises language specifying the minimum prevailing wages to paid and fringe benefits to be provided by the service contractor to employees of said service contractor. This section is in accordance with and is subject to City Ordinance No. 62124.

Section 1423. Solicitation For Bids. The Concessionaire's bid, including all exhibits, schedules, addenda, attachments, policies, bonds, letters of credit and the Solicitation For Bids for On-Airport Passenger Vehicle Rental Concessions at the Airport dated March 26, 2003 is hereby made a part of the this Agreement and is incorporated herein by reference. Providing that if an express provision of this Agreement is in conflict with any provision of the Concessionaire's Bid or the Solicitation For Bids referred to above, the provisions of this Agreement shall prevail.

Section 1424. Americans with Disabilities Act (ADA). Concessionaire shall be responsible for compliance with the Federal ADA, plus any federal, state, or local laws and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

Section 1425. Time is of the Essence. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.

Section 1426. Acknowledgment of Terms and Conditions. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed, in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.

Section 1427. Security Plan and Facilities. Concessionaire hereby acknowledges that City is required by Federal Aviation Regulations, Part 107, to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. City has met said requirements by developing a master security plan for the Airport, and Concessionaire warrants, covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Concessionaire's exercise of the privileges granted to the Concessionaire hereunder. Concessionaire will promptly (within 30 days of the City's request) reimburse City for all fines or penalties imposed upon City by the FAA resulting from Agent's negligence or failure to act in relation to Part 107.

Section 1428. Environmental Notice. Concessionaire shall promptly notify the Director of (1) any change in the nature of the Concessionaire's operations on the Premises that will materially and/or substantially change the City's or Concessionaire's potential obligations or liabilities under the environmental laws, or (2) the commencement of any governmental entity of a formal administrative proceeding before an administrative law judge or a civil or criminal action before a judicial tribunal alleging a violation of any environmental law in connection with Concessionaire's operations on the Premises.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as set forth below for themselves, their successors and assigns.

Pursuant to City of St. Louis Ordinance _____, approved on _____.

ENTERPRISE LEASING CO. OF ST. LOUIS d/b/a ENTERPRISE RENT-A-CAR	ATTEST
_____	_____
Title: _____	Title: _____
Date: _____	Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

The foregoing Agreement was approved by the Airport Commission at its meeting on _____ 2003.

_____
Commission Chairman and Director of Airports

Date _____

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on _____, 2003.

_____
Secretary, Board of Estimate and Apportionment

Date: _____

APPROVED AS TO FORM ONLY BY:

_____
City Counselor, City of St. Louis

Date_____

COUNTERSIGNED BY:

_____
Comptroller, City of St. Louis

Date: _____

ATTESTED TO BY:

_____
Register, City of St. Louis

Date: _____

See attached Exhibit A - Main Terminal Counter Area & Curbside Passenger Pick-up/Drop-off Spaces and East Terminal Curbside Passenger Pick-up/Drop-off Spaces

ATTACHMENT "E"

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

BUDGET RENT A CAR SYSTEM, INC.

ON-AIRPORT PASSENGER VEHICLE RENTAL CONCESSION AGREEMENT

NO. AL-250

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AIRPORT NUMBER AL-250

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
CONCESSION AGREEMENT
(ON-AIRPORT PASSENGER VEHICLE RENTAL)

THIS AGREEMENT, made and entered into as of the ____ day of _____ 2003, by and between the **CITY OF ST. LOUIS** ("City"), a municipal corporation of the State of Missouri and Budget Rent A Car System, Inc., (Concessionaire"), a corporation organized and existing under the laws of the State of New Jersey, trading as Budget Rent A Car System, Inc.

WITNESSETH, That:

WHEREAS, the City now owns, operates and maintains an international airport known as "Lambert-St. Louis International Airport" ("Airport"), located in the County of St. Louis, Missouri;

WHEREAS, On-Airport Passenger Vehicle Rental ("PVR") Concessions at the Airport are essential for proper accommodation of the public;

WHEREAS, the City has determined that the public will be best served by seven (7) PVR concession operators at the Airport during the term of this Agreement;

WHEREAS, the City has determined that it is in the public interest for the following objectives to be met in the provision of a PVR concession:

- to provide first-class PVR concessions that meet Airport user needs and add value to other Airport and airline services;
- to provide a wide range of high quality PVR services at prices that are attractive to Airport users;
- to provide PVR services that are operated by well trained, efficient and pleasant staff;
- to be responsive to both Federal Aviation Administration and City goals for Disadvantaged Business Enterprise participation in PVR concessions.

WHEREAS, the City has advertised and received competitive bids for the right to manage and operate PVR concessions at the Airport, and by this process the City has determined that the Concessionaire is a qualified operator of this service and has submitted a bid deemed advantageous to the public and the City;

NOW, THEREFORE, for and in consideration of the payments, promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and the Concessionaire agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. The following words and phrases shall have the following meanings:

"Agreement" shall mean this document and any amendments thereto, duly approved by the City.

"Airport" as stated in the preamble hereof.

"Airport Properties Department" shall mean that department of the City of St. Louis Airport Authority that has as its primary responsibility the administration of all tenant, permittee, concessionaire and other space at the Airport, and shall be the Concessionaire's point of contact with the Airport on all issues related to this Agreement.

"Authority" shall mean the City of St. Louis department responsible for managing and operating the Airport.

"City" as stated in the preamble hereof.

"Concession Fee" shall mean the product of (i) Gross Receipts multiplied by (ii) the percentage specified in Article V hereof.

"Concessionaire" as stated in the preamble hereof.

"Contract Year" shall mean a period of five (5) consecutive twelve month periods commencing on the first day of the term of the Agreement, as specified in Section 401.

"Counter Area" shall mean a counter in the Main Terminal that is designated for the Concessionaire's use in the provision of PVR services to the public.

"Customer Service Facility" shall mean any facility operated by a Concessionaire for the processing and/or servicing of, or for the delivery of, rental vehicles to its customers located on or off Airport property.

"Director" shall mean the Director of Airports of the Airport Authority of the City of St. Louis, and incorporates the granting of approval requirements of Section 1415 hereof.

"Disadvantaged Business Enterprise" or "DBE" shall mean a small business: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, as in the case of a publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals means those individuals who are citizens of the United States (or are lawfully admitted permanent residents) and who are refutably presumed to be women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans or Asian Indian Americans and any other individuals or groups found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, as amended.

"Gross Receipts" includes, but is not limited to, the following items:

- all time and mileage charges, net of any discounts that may be offered, on vehicles rented at the Counter or Customer Service Facility or on vehicles taken by customers from the Customer Service Facility regardless of what station or establishment may receive the vehicles or the rent from them, including vehicles taken by customers in exchange for vehicles originally rented or taken by customers at the Customer Service Facility, regardless of whether collected or not collected;

- all monies paid or payable for personal accident insurance coverage;

- drop charges charged to customers renting vehicles at the Customer Service Facility but delivering them to another location;

- all monies separately stated or collected to recover the Airport concession fee, Airport rent, or any other Airport fee or charge;

- all monies charged or collected as surcharges or other miscellaneous fees (e.g., recovery of automobile property taxes, vehicle title and registration fees and sales tax on purchase of rental vehicle);

- all other monies charged or collected from customers for associated services and equipment (e.g., child restraint devices and telecommunications devices), except those specifically excluded below;

- all receipts charged or derived from or in connection with the extension or renewal of any automobile rental agreement entered into with any customer transported by any means from the Airport to a Customer Service Facility, regardless of the location at which that rental agreement is renewed or extended;

- amounts paid or payable to the Concessionaire in exchange for coupons or vouchers which are redeemed at another facility operated by the Concessionaire; and

- all monies stated on the rental agreement as a single package price for a variety of rental car services (including, but not limited to, time and mileage charges, refueling of vehicles, personal accident insurance coverage, collision damage waivers and loss and damage waivers), even if some of the included services may be excluded from Gross Receipts if stated separately on the rental agreement. The Concessionaire shall not exchange vehicles, modify the accounting treatment of receipts, nor rename or redefine rentals, services, or products in any manner that would deprive the City of amounts that would otherwise be payable to the City;

Only the following may be excluded from Gross Receipts:

- monies separately stated and collected from customers for collision damage waivers and loss damage waivers and supplementary liability protection;

- monies recovered from insurance or otherwise for damage to or for loss, conversion or abandonment of vehicles or other property;

- any taxes or payments in lieu of taxes levied by competent governmental authority which is required by law to be separately stated and collected from customers. Such payments shall not include the Airport fees, rents, or charges paid to the City under this Agreement;

- monies separately stated and collected from customers for refueling of vehicles;

- proceeds from the disposal of the Concessionaire's owned equipment, vehicles sold wholesale or fixtures approved for removal by the Director;

- monies collected from customers for vehicles dropped at the Customer Service Facility and originally rented at another airport to which the Concessionaire pays a concession fee;

- credits for refunds to customers for sales made at the Customer Service Facility; and

- rental of any vehicle to local residents or other customers who did not arrive at the Airport by airplane within 24 hours prior to the rental, and was not transported from the Airport by the Concessionaire or by others to the Concessionaire's Customer Service Facility, together with a statement (which shall be included in the rental agreement or attached thereto) completed and signed by such customer in the following form:

I hereby certify that I did not arrive by airplane at Lambert - St. Louis International Airport within 24 hours prior to renting the vehicle described in this agreement and that I was not transported from the Airport by the rental car company, or by others, to the rental car company's Customer Service Facility.

_____
Signature

_____
Printed Name

_____
Date

"Ground Transportation Rules and Regulations" shall mean the Airport's Commercial Ground Transportation Rules and Regulations as adopted by the City and as may be amended from time to time in the future.

"Improvements" shall mean all construction and fixtures built or erected by the Concessionaire, and forming a part of and which are permanently affixed or attached to any portion of Airport real property or improvements.

"On-Airport Passenger Vehicle Rental (PVR) Concession" shall mean a concession that serves the public through the provision of on-airport passenger vehicle rental services.

"Premises" shall mean a location or locations described in Section 201 that have been designated by the City for the operation of Concessionaire's PVR concession, and for other uses provided specifically herein.

"Removable Fixtures" shall mean all furnishings, equipment and fixtures installed by the Concessionaire, that are not permanently affixed to any wall, floor or ceiling in the Premises.

ARTICLE II

PREMISES

Section 201. Premises. City hereby grants the use of and requires the Concessionaire to use at the Airport the Counter Areas and the Curbside Passenger Pick-Up / Drop-Off Spaces as described on the Exhibit "A" of attached hereto and made a part hereof in the Concessionaire's operation of its customer service counter. The rights granted in Section 301 hereof must only be exercised on the Premises and at the Customer Service Facility.

The Director shall have the right to add, substitute, relocate or delete portions of the Premises upon reasonable notice to the Concessionaire. The City will not be liable or responsible for any loss whatsoever, including without limitation, any inconvenience or loss by the Concessionaire of work time, profit or business resulting from these changes to the Premises.

The Director may, however the Director shall bear no obligation to, reallocate the Curbside Passenger Pick-Up / Drop-Off Area(s) on June 1 of Contract Years Two (2) through Five (5), based on the Concessionaire's prior contract year's concession fees paid to the City in relation to the total concession fees paid by all PVR concessionaires, if the change in concession fees amongst any of the PVR concessionaires is five (5) percentage points or more.

The Counter Area lines of demarcation between the Concessionaire and other concessionaires or tenants shall be determined by the Director.

The City will not provide a ready / return or a service area for the Concessionaire's use during any part of the term of this Agreement.

Section 202. Access. Subject to and in accordance with the terms, covenants and conditions of this Agreement, the Concessionaire shall have the right of free access, ingress to and egress from the Premises for the Concessionaire's employees, agents, guests, patrons and invitees.

ARTICLE III

CONCESSION RIGHTS

Section 301. Rights. City hereby grants to the Concessionaire the right, license and privilege to operate a nonexclusive PVR concession at the Airport subject to and in accordance with all of the terms, covenants and conditions of this Agreement during the

term of this Agreement. The following activities are inclusive of these rights:

The right to transact rental services only within the Premises and at the Customer Service Facility, including the provision of a customer service counter, the sale of loss and collision damage waiver, personal accident insurance, and such other insurance products and customer services including infant car seats and telecommunications devices used only for rental vehicles.

The Concessionaire will be required to pay installation, maintenance and operating charges for direct telephone lines on the telephone boards in the Main Terminal, East Terminal and roadway pick-up areas. In addition, the Concessionaire will finance and operate shuttle vehicles for the purpose of transporting customers between the Main Terminal and East Terminal and the Concessionaire's Customer Service Facility. The Concessionaire shall comply with and all shuttle vehicles of the Concessionaire will be governed by and subject to the Airport's Ground Transportation Rules and Regulations, as may be amended from time to time.

Section 302. Limitation of Rights. The Concessionaire is not granted the right to offer for sale any merchandise, vehicles, or other services, or engage in any other business or commercial activity on the Airport that is not specifically granted under this Agreement. If any services or products, other than those specifically mentioned in Section 301 are offered for sale by the Concessionaire, the Concessionaire will cease and desist from any further sale or provision thereof immediately and not later than upon receipt of written notice from the Director.

Concessionaire shall not engage in advertising or provide an area for the distribution of advertisements on behalf of any company other than itself. City shall be the sole judge whether the conduct of Concessionaire's representative in the solicitation of business constitutes a violation of this paragraph, and upon notice from the City, Concessionaire shall forthwith take all steps necessary to eliminate the undesirable condition.

This Agreement grants no real or implied rights to any concession privileges on the Airport other than in the designated areas.

ARTICLE IV

LEASE TERM

Section 401. Term. The term of this Agreement shall consist of five (5) years commencing on January 1, 2004, and ending December 31, 2008, unless sooner terminated in accordance with other provisions of this Agreement.

Section 402. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. The Concessionaire covenants and agrees that at the expiration date of the term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises, which in accordance with Section 708 shall be restored to original condition, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Premises with or without due process of law.

ARTICLE V

FEES AND RENTALS

Section 501. General. The Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession fees set forth below in Sections 502, 503, 506 and 511 and the utilities described in Section 804 of this Agreement, without demand during the term of this Agreement.

Section 502. Space Rental Payment. The Concessionaire shall pay to the City from the first month of the term through the last month of the term, an annual per square foot rental rate for Counter Area in the Main Terminal equal to the City's actual expense of providing and maintaining the space as computed by the City plus fifteen percent (15%). This rental rate shall be adjusted on an annual basis beginning on July 1 of each calendar year.

Section 503. Concession Fee Payments.

A. The Concessionaire agrees to pay to City for Contract Years One through Five a sum equal to the greater of the Minimum Annual Guarantee as set out below for each Contract Year or ten percent (10.0%) of Gross Receipts.

Contract Years	Minimum Annual Guarantee
Year 1	$654,000.00
Year 2	$666,000.00
Year 3	$680,000.00
Year 4	$693,000.00
Year 5	$707,000.00

B. The Minimum Annual Guarantees shall be reduced by a maximum of twenty-five percent (25%) should originating/destination ("O&D") enplaned passengers fall by at least twenty-five percent (25%) or more in a one year period after Contract Year One. The base year for O&D enplanement comparisons is Contract Year One. O&D enplanement numbers used for comparisons shall be taken from the statistics recorded by the City. This adjustment shall be subject to the following limitations: (1) this adjustment will take effect in the Contract Year immediately following the Contract Year in which the entire twenty-five percent (25%) reduction in O&D enplanements is attained, (2) this adjustment applies only to Contract Years subsequent to the entire twenty-five percent (25%) decline in O&D enplaned passengers and (3) this adjustment will be offset proportionally to one hundred percent (100%) of the applicable Contract Years' Minimum Annual Guarantees for Contract Years following the year in which O&D enplanements increases above seventy-five percent (75%) of Contract Year One O&D enplanements.

An example of this adjustment is as follows. O&D enplanements in Contract Year Three decrease to sixty-five percent (65%) of Contract Year One O&D enplanements. This will cause a maximum of a twenty-five percent (25%) reduction in the Minimum Annual Guarantee for Contract Year Four. O&D enplanements in Contract Year Four then increase to eighty-five percent (85%) of Contract Year One O&D enplanements. This will cause the Minimum Guarantee for Contract Year Five to increase to one hundred percent (100%) of the Minimum Annual Guarantee for Contract Year Five.

Section 504. Payment. Payments for each month of the Contract Years shall consist of (a) paid in advance on or before the first day of each month an amount equal to 1/12 of the annual rental for the Counter Area for the applicable calendar year, (b) paid in advance on or before the first day of each month an amount equal to 1/12 of the Minimum Annual Guarantee for the applicable Contract Year and (c) paid on or before the 20th day of the second and each succeeding month an amount equal to the Percentage Fee for the preceding month which exceeds the Minimum Annual Guarantee for the applicable Contract Year. (See Section 506 Unpaid Rent and Fees for the amount of any applicable service charge).

Section 505. Reports.

A. The Concessionaire shall submit to the City by the 20th day of the second and each succeeding month of the Contract Years hereof, one copy of an accurate statement of Gross Receipts. The final statement of Gross Receipts will be due by the 20th day of the month following expiration of this Agreement. The Concessionaire shall report Gross Receipts, and the computation of Gross Receipts, on the form approved by the Director. The City reserves the right to use these statements of Gross Receipts as a source of information to bidders in a future solicitation for bids for this concession.

B. On the form approved by the Director for the submission of each monthly statement of Gross Receipts, the Concessionaire shall state the number of rental transactions. The City shall use said reports to determine traffic flow for planning and other management purposes.

C. The Concessionaire shall submit an audit report of Gross Receipts within one hundred twenty (120) days following the conclusion of each Contract Year. These audit reports must be prepared by an independent Certified Public Accountant licensed to do business within the state of Missouri. The audit reports shall at a minimum certify the accuracy of (i) reported total accumulated Gross Receipts, (ii) the calculation of the total amount payable to the City based upon the Percentage Fee, and (iii) the aggregate amount of Gross Receipts and/or goods and services attributable to DBE participants. The audit reports shall also include a schedule showing the total of actual payments to the City during the Contract Year and shall state an opinion as to the correctness of the computation of Gross Receipts without exception.

If through such audit report it is established that additional fees are due the City, the Concessionaire shall pay such additional fees to the City not later than fifteen (15) days after completion of such statement and receipt of written notice from the Director. If it is established that the Concessionaire has overpaid the City, then such overpayment from the Concessionaire shall be credited to the fees and charges next thereafter due from the Concessionaire or paid to Concessionaire after the last Contract year.

D. Within thirty (30) days after the close of each Contract Year, except the last Contract Year, the Concessionaire shall provide the City with an estimate of projected monthly Gross Receipts for the subsequent Contract Year.

E. Delivery of an audit report containing a qualified opinion, an adverse opinion or a disclaimer of opinion as defined in the Statement on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default pursuant to Section 1101 (B) (10) herein.

Section 506. Unpaid Rent and Fees. All unpaid rent and fee payments due the City hereunder will bear a service charge of one-and-a-half percent (1½%) per month if same is not paid and received by the City on or before the 20th of the month in which said payments are due, and the Concessionaire agrees that it will pay and discharge all costs and expenses including attorneys' fees incurred or expended by the City in collection of said delinquent amounts due including services charges.

Section 507. Performance and Payment Bond. Concessionaire agrees to furnish a Performance and Payment bond in a form acceptable to City in the principal amount of $353,500.00 before the Concessionaire performs any work under this Agreement. Such bond, or other form of security, shall remain in full force and effect throughout the term of this Agreement and shall extend sixty (60) days following the expiration or early termination of this Agreement. In the event that said bond should expire prior to expiration or early termination of this Agreement, Concessionaire covenants and agrees to provide City a renewal bond sixty (60) days prior to expiration date of the expiring bond. Such bond will guarantee the payment of all Fees and performance of all other terms, covenants and conditions of this Agreement. The bond will be in the form of standard commercial guaranty bond running to City, written by a surety company authorized to do business in Missouri and (1) having a "Best" key rating of not less than A and with a "Best" Financial Size Category of not less that Class VIII and (2) shown on the most recent U.S. Treasury Circular No. 570 as having an "underwriting limitation" of at least the amount of the penal sum of the bond. The bond will be kept in full force and effect during the term hereof. City may agree to another form of deposit which will provide equal protection of City's interest. If City cashes the bond or other form of deposit, Lessee agrees to furnish a replacement bond or other form of deposit in the same principal amount within fifteen (15) days.

Section 508. Prompt Payment of Taxes and Fees. The Concessionaire covenants and agrees to pay promptly all lawful general taxes or payments in lieu of taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport or under this Agreement, and further covenants and agrees not to permit any of said taxes, payments, assessments, fees and charges to become delinquent.

Section 509. Accounting Records and Reports. During the term hereof the Concessionaire will make available in the St. Louis area true, accurate, complete and auditable records of all business it conducts at the Airport. The Concessionaire will make same records available in the St. Louis area for one year following the termination of this Agreement. These records will be accessible during usual business hours to the City or it's duly appointed agents or auditors. The Concessionaire is not required to maintain its records in the St. Louis area, as provided above, if it agrees to pay for all costs associated with conducting audits performed by the City at the Concessionaire's place of records.

Section 510. Audit. City or its designated agent reserves the right to audit Concessionaire, its subcontractors or others doing business under this Agreement, books and records and receipts at any time for the purpose of verifying the Gross Receipts hereunder. If as a result of such audit(s), it is established that additional fees or charges are due the City, the Concessionaire shall pay such fees or charges to the City not later than fifteen (15) days after completion of such audit and written notice by the Director. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between Gross Receipts reported by the Concessionaire and Gross Receipts determined by the audit, the cost of the audit shall be borne by the Concessionaire.

Section 511. Additional Fees, Charges and Rentals. The Concessionaire will pay additional fees, charges and rentals under the following conditions:

A. if the City has paid any sum(s) or has incurred any obligation(s) or expense(s) for which the Concessionaire has agreed to pay or reimburse the City, or

B. if the City is required or elects to pay any sum(s) or incur any obligation(s) or expense(s) because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of the terms, covenants or conditions of this Agreement.

Such payments will include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred

and may be added to any installment of fees, charges and rental thereafter due hereunder. Each and every part of such payment will be recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic fees, charges and rentals, as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum(s) by the City for any work done or material furnished will be prima facie evidence against Concessionaire that the amount of such payment was necessary and reasonable.

Section 512. Notice, Place and Manner of Payment. Payments will be made in legal tender of the United States at the Office of the Director at the Airport, or at such other place in the City of St. Louis, Missouri as the Director may hereafter notify Concessionaire.

ARTICLE VI

CONCESSIONAIRE' S OPERATIONS

Section 601. Standards of Service. The Concessionaire warrants, represents, covenants and agrees to meet the City's objectives as set out in the preamble hereof. The Concessionaire shall furnish a first-class PVR concession serving the needs of all users of the Airport by offering prompt and efficient services that are adequate to meet all reasonable demands thereof. All categories of users will be treated on a fair, equal and nondiscriminatory manner that will reflect credit upon the Concessionaire and the City. The Concessionaire shall provide quality services managed efficiently in a clean, attractive and pleasant atmosphere.

A. The Concessionaire shall offer for rent vehicles not more than two (2) model years old consisting of full-size, mid-size, compact and subcompact models in such numbers as to meet reasonably foreseeable demands of the traveling public. All vehicles shall be maintained, at Concessionaire's expense, in good and safe operating order, free from any known mechanical defects, and be in clean neat and attractive condition both inside and out.

B. Operator may offer for rental antique, vintage, classic or other luxury or prestige automobile or handicapped operated vehicles of good quality, free from any known defect and clean and attractive both inside and out. The City shall have the right to prohibit Concessionaire from offering for rental any vehicle which City reasonably determines not to meet the standards in 601 (A) above.

C. Concessionaire shall provide the following services for its customers at the Airport: (i) accept at least three (3) nationally recognized credit cards for payment of automobile rental, (ii) provide for a national reservation system readily available to customers who reside in any state, (iii) provide for one way rentals to or from any location within a seven hundred fifty (750) mile radius of the Airport, (iv) make available bodily injury and property damage liability as primary coverage and not as excess of customers personal liability coverage.

Section 602. Hours of Operation. The hours of operation for serving the public shall be from the earlier of one hour before the first departure or the time of the first arrival until the later of one hour after the last arrival or the time of the last departure, seven (7) days per week. Concessionaire must monitor flight activity and adjust its hours of operation to accommodate late arriving flights. Counter hours will conform to hours of operation. The Concessionaire may not change the hours of operation without written application to and the written approval of the Director. The Director may require the Concessionaire to change its hours of operation to reflect changing operational circumstances at the Airport.

Section 603. Pricing. The Concessionaire shall charge fair, reasonable and nondiscriminatory prices that are attractive to the public and substantially similar to the prices charged by on-airport concessionaires at airports of comparable passenger enplanements. The Concessionaire shall comply with all applicable rules and regulations of the Federal Trade Commission and other government agencies.

Section 604. Promotion. The Concessionaire covenants that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it hereunder.

The Concessionaire shall not divert or cause or allow any business to be diverted from the Airport by referral or any other method. Any action taken by the Concessionaire to induce its patrons to rent or receive vehicles in such a manner and at such places so as to diminish the Gross Receipts of the Concessionaire under this Agreement shall constitute a material breach hereof and a cause for the termination of this Agreement by the City.

Section 605. Personnel.

A. The Concessionaire shall maintain a sufficient number of trained personnel on duty at all times to insure that Concessionaire's customers will receive prompt and courteous service at all times. The Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms and badges to indicate the fact and nature of their employment. The Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of this PVR concession. The Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules and regulations. The Concessionaire's oral solicitation of business at the Airport shall be confined to the Premises. The Concessionaire shall prohibit and restrain its agents, servants and employees from loud, noisy, boisterous or otherwise objectionable behavior. Upon objection from the Director concerning the conduct or appearance of any such persons, the Concessionaire shall immediately take all steps necessary to remove the cause of the objection.

B. The Concessionaire, at its cost, acknowledges and agrees that it will conduct employee background checks of each of its personnel if required by the Federal Aviation Administration (FAA) and/or the Airport. The Concessionaire recognizes and agrees that security requirements may change and the Concessionaire agrees that it will comply with all such changes throughout the term of this Agreement.

The Concessionaire understands and agrees that fines and / or penalties may be assessed by the Federal Aviation Administration for the Concessionaire's noncompliance with the provisions of 14 CFR § 107 (1988) as amended or other applicable laws or regulations. The Concessionaire shall promptly reimburse the City for any fines or penalties paid by the City due to Concessionaire's noncompliance with said laws or regulations.

Section 606. Manager. The Concessionaire shall at all times retain one or more qualified, competent and experienced manager(s) who shall manage and supervise the operations and the facilities and represent and act for the Concessionaire. The manager(s) shall ordinarily be available during regular business hours. A responsible subordinate shall be in charge and available at all times during the manager's absence.

Section 607. Conflicts. The Concessionaire shall monitor the movement of its vehicles to minimize conflict with other functions and users of the Airport and shall coordinate its use of the Airport with other users.

Section 608. Record Keeping. The Concessionaire agrees to provide a system for the collection of all monies and provision of accounting, audit and statements of Gross Receipts as required by Article V of this Agreement. This system shall be capable of providing comprehensive records, in a format acceptable to the Director, of daily, monthly and annual sales of the Concessionaire and DBE participant(s) under this Agreement (these records are to be retained by the Concessionaire). The Concessionaire must also maintain records that document, in a format acceptable to the Director, the purchase or lease of goods and services attributable to DBE participants.

Section 609. Transition Period. If applicable, during any future transition of the PVR concession to another concessionaire, the incumbent Concessionaire shall use its best efforts to assure a smooth transition and agrees to closely coordinate the planning and execution of the transition with the Director.

Section 610. Operation.

A. The Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, the Concessionaire will provide and be responsible for all employees and necessary components of the operation, including inventory, fixtures, equipment and supplies. The Concessionaire shall provide and maintain the rental vehicles made available hereunder at the Concessionaire's sole expense, in good operative order, free from known mechanical defects and in a clean, neat and attractive condition inside and outside.

B. The City shall not be responsible for any vehicles, supplies, fixtures or equipment used, maintained or stored on the Premises or at the Customer Service Facility, nor will it be responsible for damage to such items resulting from flood, fire, explosion, vandalism or other causes outside the control and responsibility of the City.

C. Concessionaire will be responsible for removing its vehicles from the parking facilities owned by the City on a daily basis and will pay all applicable parking fees.

Section 611. Communication.

A. The Concessionaire's local manager shall schedule monthly or quarterly meetings (at the Properties Department's discretion) with the appropriate representative of the Airport Properties Department to discuss sales and any other relevant issues which may affect the Concessionaire's operation at the Airport. The Concessionaire shall also be available for meetings at other times as necessary.

B. The Concessionaire shall be responsible for notifying the Airport Properties Department of any problem that reduces service or sales levels or in any way impairs the Concessionaire's operation. The Airport will make every reasonable effort to assist in eliminating such problems.

Section 612. Customer Complaints. Concessionaire will establish procedures for handling all customer complaints. Concessionaire will respond in writing to every complaint, written or oral, within seven (7) calendar days of the complaint and will make good faith efforts to explain, resolve or rectify the cause of the complaint. Concessionaire will provide the Director with a summary of their customer complaints and their resolution at a time and in a manner acceptable to the Director. Concessionaire will provide the Director with specifics of any complaint that has not been reasonably and satisfactorily resolved.

ARTICLE VII

IMPROVEMENTS AND ALTERATIONS

Section 701. Construction by the Concessionaire.

A. The Concessionaire takes the Premises in the Main Terminal "AS IS" and shall, at the Concessionaire's sole cost and expense, improve the Premises, including installation of new counter, back wall and other finishes in the Counter Area prior as soon as possible, but not later than February 29, 2004.

All improvements shall be constructed by the Concessionaire in accordance with plans prepared by the Concessionaire and approved by the Director subject to the requirements of this Article VII.

B. The Concessionaire agrees that all such work shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director.

Section 702. Preparation of Plans and Specifications. The Concessionaire shall submit detailed drawings, plans and specifications for improving and equipping the Premises. The Concessionaire will begin work on proposed construction only after it has received the written approval of its plans and specifications from the Director.

Section 703. Contractor's Liability Insurance. In any contract that pertains to improving and equipping the Premises, Concessionaire shall require the contractor to cause St. Louis County, the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, a combined single limit of not less than $2,000,000 for bodily injury and property damage and include the City as an Additional Insured. Said insurance shall be in a form agreeable to the City, and certificates showing proof of coverage shall be delivered to the Director for approval before any constructing, improving or equipping of Premises commences.

Section 704. Performance and Payment Bonds. The Concessionaire shall require each of its contractors and suppliers of construction materials to furnish Performance and Payment Bonds in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo 1994 as amended. Copies of the bonds shall be given to the Director for approval before work begins. Any sum(s) derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers, as the case may be.

Section 705. Mechanics' and Materialmen's Liens. The Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien to be foreclosed upon the Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

Section 706. Certificates of Completion. Upon the completion of the improvements hereunder, the Concessionaire shall submit to the Director a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit which may be

required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Concessionaire.

Section 707. Signs.

A. The Concessionaire shall not erect, maintain or display any signs on the Premises without the prior written approval of the Director. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, the Concessionaire shall have the right to install such advertising and identification signs as may be necessary for the proper conduct of PVR services as contemplated hereunder. The Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises.

B. The Concessionaire shall be responsible for the cost of any new signs or modifications to Airport directories and other existing signs, including sign systems required by the Director. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 707 and the Tenant Design Standards.

C. Prior to the erection, construction or placement of any sign, the Concessionaire shall submit to the Director for approval all drawings, electrical details, sketches, designs, elevations, mounting details and dimensions of such signs. Any conditions, restrictions or limitations with respect to the use thereof as stated by the Director in writing shall become conditions of the Agreement.

D. The Concessionaire shall not obstruct its counter space with advertising matter, displays or other literature not directly pertaining to PVR services. The Concessionaire shall not place any signs outside of the Premises.

Section 708. Title to Improvements and Fixtures. All improvements constructed or placed in the Premises by the Concessionaire that are not Removable Fixtures, as well as all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting in the City upon expiration or earlier termination of this Agreement. This vesting of title is subject, however, to the Concessionaire's obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the term and in accordance with this Agreement.

All Removable Fixtures shall remain the property of the Concessionaire, and shall be removed by the Concessionaire at date of expiration or termination of this Agreement. Within sixty (60) days of the commencement of the operation in the Premises, a list of such Removable Fixtures shall be submitted in writing to the Director by Concessionaire for the Director's approval, and such list shall be periodically updated by Concessionaire.

The City reserves the right and the Concessionaire agrees that the Director may require the Concessionaire to remove any or all Improvements and structures and restore the Premises to their original condition at the time the Concessionaire took possession of the Premises. The Concessionaire agrees to bear all costs of such removals and restorations.

ARTICLE VIII

USE OF PREMISES

Section 801. Compliance with Laws and Regulations.

The Concessionaire shall comply with all Rules and Regulations which the Director may establish from time to time, including the Airport's Ground Transportation Rules and Regulations. In addition, the Concessionaire shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Premises or to any adjoining public ways, as to the manner of use or the condition of the Premises or of adjoining public ways.

Section 802. Repairs and Maintenance. The Concessionaire will provide and pay for all repairs and maintenance of the Premises, except the following which shall be the responsibility of the City:

A. The structural components of the terminal buildings.

B. The utility system up to the Concessionaire's point of connection, except where the utility systems are owned or controlled

by the utility companies.

The Concessionaire will perform the following functions as part of its responsibilities in the repair and maintenance of the Premises. The following list includes certain functions, but the Concessionaire's responsibilities are not limited to those functions:

A. Perform daily custodial services.

B. Keep all its equipment and fixtures in good repair and appearance.

C. Keep premises free from all fire and other hazards to persons and property and furnish and maintain adequate portable fire protection equipment.

D. Repair all damage to the Premises and the Airport when such damage results from the careless or negligent acts of the Concessionaire or the Concessionaire's employees or agents.

E. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director applicable to all Airport tenants. Such standards may require the use of special devices including, but not limited to special containers, compactors and disposal systems. The Concessionaire agrees to promptly provide and install such devices and to abide by all standards.

F. Confine all handling and holding of the Concessionaire's property to the Premises.

G. Keep all papers and debris picked up daily from the Premises.

H. Keep Premises free of all pests and provide pest control services as needed.

I. No storage will be permitted on the exterior areas of the Premises.

The Director may temporarily or permanently close any roadway or other right-of-way for access to the Premises, so long as another means of access is provided. The Concessionaire understands and agrees that there may be inconveniences caused by construction or renovations of the Airport, and the Concessionaire hereby releases and discharges the City from any and all inconvenience claims, liability or causes of action arising out of or incidental to the closing of any right-of-way, including without limitation loss of profit or business incidental, consequential, or special damages.

Section 803. Right to Enter, Inspect and Make Repairs. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Concessionaire's operations as is reasonably practicable) to enter upon and in the Premises for the following purposes:

A. To inspect such Premises to determine whether the Concessionaire has complied and is complying, with the terms, covenants or conditions of this Agreement.

B. In the event the Concessionaire is obligated but has failed to perform maintenance and make repairs after the City has given the Concessionaire notice to do so, the Concessionaire shall promptly reimburse the City for the cost thereof plus an overhead charge of fifteen percent (15%).

C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.

D. To gain access to the Premises in order to perform studies, inspections, assessments, environmental inspections or assessments, etc.

Section 804. Utilities. The City has provided and paid for heated and chilled medium up to, but not into the Counter Area. The City shall provide a main electric panel from which the Concessionaire shall obtain electricity at a cost based upon metered usage. The Concessionaire shall be responsible for the cost of electric meters and sockets and all connections to and within the Premises. The Concessionaire shall be responsible for any needed modification or upgrade in electrical supply, heating or cooling caused by increased lighting or other changes to the Premises made by the Concessionaire.

The Concessionaire shall pay for all costs of other utilities, including but not limited to deposits, installation costs, connection charges, meter deposits and all service charges for telephone and other utility services metered directly to the Premises, regardless of whether or not such utility services are furnished by the City or a utility service company.

If required by building codes or other regulations, the Concessionaire shall pay for the cost of installation of fire detection and suppression distribution equipment in the Premises. The Concessionaire shall pay for the connection of fire detection equipment up to City provided z-tie boxes. The Concessionaire shall pay for the connection of fire suppression equipment up to City provided sprinkler mains and tamper switches.

The City shall not be liable to the Concessionaire for damages or any losses for the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service. The Concessionaire does hereby release and discharge the City from any and all inconvenience, claims or cause of actions arising out of or incidental to such interruption, including, without limitation, loss of profit or business or incidental, consequential, or special damages.

Section 805. Interference to Air Navigation. The Concessionaire warrants, represents, and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation regulations or subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain on the Premises. Any obstructions will be immediately removed by the Concessionaire at its expense. The Concessionaire further warrants, represents and agrees not to install any structures, objects, machinery or equipment that would interfere with the operation of navigation aides, the safe and efficient operations of the Airport, or the operations of other tenants and users of the Airport.

ARTICLE IX

LOSS OF AND LIABILITIES PERTAINING TO PREMISES

Section 901. Liability Insurance. The Concessionaire, at its expense and, at all times during the term hereof, shall cause St. Louis County, the City, the Board of Aldermen, the Airport Commission, the officers, agents and employees of said entities and the Concessionaire to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to have arisen out of the activities of the Concessionaire, its officers, agents, employees, and independent contractors pursuant to this Agreement, whether on or off of the Premises or the Airport, under the following types of coverage:

A. Commercial General Liability;

B. Automobile Liability (all vehicles, including hired and non-owned).

The minimum limits of coverage for the above classes of insurance shall equal a single limit of $3,000,000 comprised of such primary and excess policies of insurance as the Concessionaire finds feasible to purchase during the term of this Agreement.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, the City and its Board of Aldermen, Airport Commission, officers, agents, and employees shall be named as an Additional Insured. Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of the Concessionaire, its officers, agents, employees, consultants, contractors, licensees, invitees and independent contractors. In addition, such insurance shall include contractual liability sufficient to cover concessionaires indemnity obligation hereunder. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City and its Board of Aldermen, Airport Commission, officers, agents and employees as an Additional Insured is not intended to, and shall not make the City a partner or joint venturer with the Concessionaire in its operations hereunder.

Concessionaire will maintain, and upon request furnish evidence to City, adequate provisions for workers compensation insurance, Social Security and Unemployment Compensation in at least statutory limits to the extent such provisions are applicable to Concessionaire's operations hereunder.

Section 902. Property Insurance. The Concessionaire will provide fire, lightening, extended coverage and other related insurance coverage for the full value of the Improvements and equipment existing or installed on the Premises.

Section 903. Damage or Destruction of Terminal. The building in which the Premises are located will be insured by the City

under a policy of fire and extended coverage.

If the building is destroyed or damaged to such an extent as to be economically irreparable, the City may terminate this Agreement by written notice to the Concessionaire. All rental payments will cease as of the date of the destruction or damage.

If the building is repairable, the City will begin such repairs as soon as is practicable. Rental payments on untenable portions will cease as of the date of the damage. Rental payments will continue to be due on the tenantable areas. The City will attempt to find temporary facilities for use by the Concessionaire during the repairs and the Concessionaire will pay rental for the temporary facilities. City will not be liable or responsible for any losses of any kind whatsoever, including, without limitation, any inconvenience or loss by Concessionaire of business or profit resulting from such damage or any incidental, consequential, or special damages.

Section 904. Evidence of Insurance. Certificates or other evidence of insurance coverage required of the Concessionaire in this Article IX shall be delivered to the Director in form and content satisfactory to the City.

At least fifteen (15) days prior to the expiration of any such policy, the Concessionaire shall submit to the Director a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, the Concessionaire shall within fifteen (15) days after the date of such written notice from the insurer of such cancellation or reduction in coverage file with the Director a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by the City and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving thirty (30) days written notice to the Director.

Section 905. Conditions of Default. This Agreement shall be considered in default when the Concessionaire fails to comply with any term, covenant or condition of this Agreement. Said default shall constitute a material breach hereof and shall be cause for the termination of the Agreement by the City.

Section 906. Indemnification. The Concessionaire shall protect, defend, and hold St. Louis County, the City, the Board of Aldermen, the Airport Commission, and officers, agents and employees of said entities, completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever, arising out of or incident to, this agreement and/or the use or occupancy of the Premises and/or the acts or omissions of the Concessionaire's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City of St. Louis. The Director or his/her designee shall give to the Concessionaire reasonable notice of any such claims or actions. The Concessionaire shall also use counsel reasonably acceptable to the City Counselor of the City of St. Louis or his/her designee, after consultation with the Airport Director or his designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

Section 907. Adjustment of Claims. The Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Concessionaire under this Agreement.

Section 908. Occupancy of Premises. The Concessionaire accepts the Premises "AS IS". The Concessionaire agrees that it will not permit any act of omission or commission or condition to exist on the Premises which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

Section 909. Waiver of Subrogation. Concessionaire on behalf of itself and its insurers, hereby waives any claim or right of recovery from the City, its Board of Aldermen, Airport Commission, officers, agents and employees for any loss or damage to Concessionaire's officers, agents, or employees or its property or the property of others under Concessionaire's control, to the extent that such loss is covered by a valid insurance policy or could be covered by an "all risk" physical damage property insurance policy. Concessionaire shall provide notice of this waiver of subrogation to its insurer(s).

ARTICLE X

ASSIGNMENT AND SUBCONTRACTING

Section 1001. Assignment and Subcontracting.

A. The Concessionaire shall not assign or transfer this Agreement without the prior written approval of the City, as provided for in City Ordinance 63687, approved in 1996. At least ninety (90) days prior to any contemplated assignment of this Agreement, the Concessionaire shall submit a written request to the Director, along with a copy of the proposed assignment agreement. No assignment shall be made or shall be effective if the Concessionaire is in default on any of the other terms, covenants or conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the terms, covenants and obligations contained in this Agreement. The parties to this Agreement understand and agree that the Concessionaire is and shall remain responsible for the performance of its assigns under this Agreement. No assignment shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.

In the event there is an assignment of this Agreement by operation of law, the City shall be entitled within ninety (90) days after written notice thereof to exercise the City's option hereby given to end the term on a date which shall not be sooner than thirty (30) days after the date of such determination by the City. An assignment by operation of law, as the term is used herein, shall include but not be limited to the vesting of the Concessionaire's right, title and interest in the Concessionaire's furnishings, Removable Fixtures, equipment, or the Concessionaire's interest in this Agreement, in a trustee in bankruptcy or in an assignee for the benefit of creditors or in a purchase thereof at a judicial sale or other involuntary or forced sale. It is the purpose of the foregoing provision to prevent the vesting in any such purchaser, referee, trustee, or assignee, any rights, title or interest in the City premises or any of the Removable Fixtures, except subject to the City's right to end the term.

B. The Concessionaire shall not sublet the Premises and/or subcontract or transfer any part of the services to be performed hereunder, except as may be necessary to comply with the DBE participation goal in Article XII of this Agreement. At least sixty (60) days prior to any contemplated subletting of the Premises or subcontracting of this Agreement, the Concessionaire must submit a written request to the Director. This request must include a copy of the proposed subcontract or sublease. Any sublease for space or subcontract for space or granting of rights acquired hereunder shall be subject to the review and written approval of the Director. Such sublease or subcontract, however, must require at a minimum: (1) strict compliance with all provisions of this Agreement; (2) a provision that the sublessee or subcontractor will use the facilities solely for the purposes identified in this Agreement; and (3) a provision ensuring that all concession services are available during the hours of operation required in Section 602 of this Agreement.

The parties understand and agree that the Concessionaire is responsible for the performance of its assignees, sublessees, and subcontractors under this Agreement. The Concessionaire agrees to initiate and take all corrective action should a subcontractor or sublessee fail to comply with its contract with the Concessionaire or any provision of this Agreement. There will be no reduction of the Minimum Annual Guarantee payable to the City during any such period of change-out or vacancy of a subcontractor or sublessee.

C. No subcontract, sublease, or other agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approval, subcontract, sublease or agreement as provided for above. Any such assignment or transfer or subcontract of services or the subletting of the Premises without the consent of the City, as provided for above, shall constitute a default on the part of the Concessionaire under this Agreement, and the City may terminate this Agreement as provided for in Section 1103. No action or failure to act on the part of any officer, agent or employee of the City shall constitute a waiver by the City of this provision.

ARTICLE XI

TERMINATION OF AGREEMENT IN ENTIRETY

Section 1101. The City's Right to Terminate. The City, acting by and through its Director, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof, upon the happening of any one or more of the following events. By example, but not by way of limitation, the following acts or omissions shall constitute a material breach of the Agreement justifying the termination of this Agreement in its entirety.

A. If the fees, charges, or other money payments which the Concessionaire herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.

B. If, during the term of this Agreement, the Concessionaire shall:

1. apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;

2. file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;

3. make a general assignment for the benefit of creditors;

4. file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;

5. file an answer admitting the material allegations of a petition filed against any said assignee or sub lessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement, an order, judgment or decree shall be entered by any court of competent jurisdiction; or the application of a creditor, adjudicating the Concessionaire as bankrupt or insolvent; or approving a petition seeking a reorganization of the Concessionaire, and such order, judgment or decree, shall continue unstayed and in effect for any period of ninety (90) consecutive days;

6. fail to maintain the quality of services and prices to the satisfaction of the Director as required hereunder;

7. fail to prevent cessation or deterioration of service for a period which in the opinion of the Director, materially and adversely affects the overall performance of the Concessionaire under this Agreement;

8. allow a lien to be filed against the Concessionaire or any of the equipment or furnishings therein because of or resulting from any act or omission of the Concessionaire that is not removed or enjoined within thirty (30) days;

9. desert, vacate or discontinue all or a portion of its operation of the Premises that in the opinion of the Director results in a failure to provide the public and others the service contemplated hereunder;

10. fail in the performance of any term, covenant or condition herein required to be performed by the Concessionaire.

On the date set forth in the notice of termination, the term of this Agreement and all right, title and interest of Concessionaire shall expire, except as otherwise provided in Section 1103 hereof.

Failure of the City to take any authorized action upon default of any term, covenant or condition required to be performed, kept and observed by the Concessionaire shall not be construed to be or act as a waiver of default or in any subsequent default of any term, covenant or condition herein contained to be performed, kept and observed by Concessionaire. The acceptance of monies by the City from the Concessionaire for any period or periods after a default by the Concessionaire of any term, covenant or condition herein required to be performed, kept and observed by the Concessionaire shall not be deemed a waiver or estopping of any right on the part of the City to terminate this Agreement for failure by the Concessionaire to so perform, keep or observe any said term, covenant or condition.

Section 1102. <u>The Concessionaire's Right to Terminate.</u>

The Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof for the following causes:

A. If a court of competent jurisdiction issues an injunction or restraining order against the City preventing or restraining the use of the Airport for Airport purposes in its entirety or in substantial entirety.

B. If the City shall have abandoned the Airport for a period of at least sixty (60) days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers.

C. If the City shall have failed in the performance of any specific covenant constituting a material breach within the control

of the City and required by this Agreement to be performed by the City.

Section 1103. Procedures for Termination. No termination declared by either party shall be effective unless and until not less than forty-five (45) days have elapsed after notice by either party to the other specifying the date and cause of termination, except for the Concessionaire's failure to make any payments or Performance and Payment Bond specified in Article V or provide any insurance coverage specified in Article IX. The effective date of termination shall be forty-five (45) days from the payment(s) due date with notice to the Concessionaire or thirty (30) days from the date the insurance coverage or Performance and Payment Bond is not provided with notice to the Concessionaire; and no such termination, except for termination for the Concessionaire's failure to make any payments or provide insurance or Performance and Payment Bond, shall be effective if the party at default (1) cannot by the nature of the default cure it within such forty-five (45) day period, (2) commences to correct such default within said forty-five (45) days and (3) corrects the same as promptly as is reasonably practicable.

In the event that suit shall be instituted by the City upon the default of payment of charges and fees as provided herein, then the Concessionaire agrees also to pay reasonable attorneys' fees, litigation fees, and court costs.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and the Concessionaire specified in this Article are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto or any other remedies otherwise available to the parties at law or in equity.

ARTICLE XII

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Section 1201. Compliance.

A. The Concessionaire agrees as a condition hereunder to meet a minimum DBE participation goal of not less than either (1) ten percent (10%) participation in the ownership, management and control of the business by the methods of participation allowed by DOT 49 CFR Part 23, Subpart F, or (2) ten percent (10%) participation through the purchase or lease of services or goods from certified DBEs. Both goals shall be measured as a percentage of total Gross Receipts. These goals remain in effect throughout the term of the Agreement and credit toward the DBE goal will only be given for the use of Airport Authority certified DBEs.

The Concessionaire submitted at the time of bid evidence that it completed the applicable good faith efforts procedure specified in the PVR bid specifications.

B. If these good faith efforts resulted in the fulfillment of the DBE goal, the Concessionaire will not be required to perform additional good faith efforts, except in the event that the Concessionaire's DBE participation fails to continue to meet the goal or comply with the applicable federal regulations. In the event the Concessionaire's DBE participation fails to continue to meet the goal or comply with applicable federal regulations, the Concessionaire will be required to perform the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following the loss of DBE participation and continue at intervals of not less than twelve (12) months, or until the DBE goal is reached by the Concessionaire.

C. 1. If these good faith efforts did not result in fulfillment of the DBE goal, the Concessionaire must again complete the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following commencement of the term of this Agreement and continue at intervals of not less than twelve (12) months, or until the DBE goal is reached by the Concessionaire.

2. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, Subpart F. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

The Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

3. The Concessionaire shall operate its PVR concession in compliance with all other requirements imposed by or

pursuant to 49 C.F.R. Part 23, as applicable, and as said regulations may be amended or new regulations promulgated. The Concessionaire shall also comply with any City of St. Louis executive order, resolution or ordinance enacted, now or in the future, to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, the City shall have the right to terminate this Agreement.

ARTICLE XIII

LIQUIDATED DAMAGES

Section 1301. Liquidated Damages. Concessionaire recognizes and hereby agrees and stipulates that the City will lose revenue and/or incur certain cost or expense, the amounts of which are difficult to ascertain, if Concessionaire violates any of the terms, covenants or conditions enumerated below. Therefore, the Concessionaire agrees and stipulates that the Director, on behalf of the City, may elect after written notice to the Concessionaire of said violation to impose the charges set forth below as liquidated damages on the basis of each violation per day:

VIOLATION	SECOND VIOLATION	THIRD VIOLATION
Violation of Article III, Rights, Limitation of Rights	$100.00	$500.00
Violation of Article VI, Concessionaires Operations	$100.00	$500.00
Violation of Article VII, Improvement and Alterations	$100.00	$500.00
Violation of Article VIII, Use of Premises Clause	$100.00	$500.00

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Notice. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, 10701 Lambert International Boulevard, P.O. Box 10212 Lambert Station, St. Louis, MO 63145. All notices, demands, and requests by the City to the Concessionaire shall be sent by certified mail, return receipt requested addressed to:

President
Budget Rent A Car System, Inc.
6 Sylvan Way
Parsippany, NJ 07054

A copy of all notices shall also be mailed to the Airport Business and Marketing Manager at the same address.

Either or both parties may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to the Concessionaire or said Director.

Section 1402. Non-Discrimination and Affirmative Action Program.

A. The Concessionaire hereto understands and agrees that the City in the operation and use of Lambert-St. Louis International Airport will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 21 of the Federal Aviation Regulations of the Office of the Secretary of Transportation. The Concessionaire hereby agrees that his premises shall be posted to such effect as required by said regulations.

B. The Concessionaire agrees that in performing under this Agreement, neither he nor anyone under his control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex,

national origin or ancestry. The Concessionaire will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. Such action must include, but shall not be limited to the following: actions to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training, including apprenticeship.

C. The Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of the Concessionaire state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". The Concessionaire shall not make inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.

D. The Concessionaire agrees that should it be determined by the Concessionaire or the City that he will be unable to conform to his approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the City Code, he will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within ten (10) days of such determination to ascertain the steps to be taken by the Concessionaire to achieve the provisions of his program.

E. The Concessionaire will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

F. The Concessionaire further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by the Concessionaire in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, including all labor organizations who may furnish skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.

G. Whenever the Concessionaire is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, the Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

H. The Concessionaire will establish and maintain for the term of this Agreement an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment. The City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.

I. The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Concessionaire 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 this subpart. The Concessionaire assures that it will require that its covered sub organizations provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 1403. No Personal Liability. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

Section 1404. Force Majeure. Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

Section 1405. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

Section 1406. Quiet Enjoyment. Subject to the provisions of the Agreement, the City covenants that the Concessionaire on paying the rentals and otherwise performing its covenants and other obligations hereunder shall have quiet and peaceable possession

of the Premises.

Section 1407. Operation and Maintenance of the Airport. The City shall at all times operate the Airport properly and in a sound and economical manner; and the City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

Section 1408. Title to the Site. The Premises from the date hereof until the termination of this Agreement shall be owned in fee simple title by the City or in such lesser estate as in the opinion of the
City Counselor is sufficient to permit the letting thereof by the City as herein provided for the full term provided in this Agreement.

Section 1409. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act, as it has been amended from time to time.

Section 1410. Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires modifications or changes to this document as a condition precedent to granting of funds for the improvement of the Airport, the Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable the City to obtain said Federal Aviation Administration funds.

Section 1411. Governing Law. This Agreement shall be deemed to have been made and be construed in accordance with the laws of the State of Missouri, and is subject to the City Charter and ordinances.

Section 1412. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 1413. Amendments. This Agreement may be amended from time to time by written agreement, duly authorized and executed by representatives of all the parties hereto.

Section 1414. Previous Agreements. It is expressly understood that the terms and provisions of this Agreement shall in no way affect or impair the terms, obligations or conditions of any existing or prior agreement between the Concessionaire and the City.

Section 1415. Required Approvals. When the consent, approval, waiver, or certification ("Approval") of other the party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. The City and Concessionaire agree that extensions of time for performance may be made by the written mutual consent of the Director of Airports and the Concessionaire or its designee.

Section 1416. Waivers. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any waiver must be in writing and signed by the party waiving.

Section 1417. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the Concessionaire in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

Section 1418. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement

between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 1419. Not a Lease. This Agreement is not a lease, and the right to use the Premises is entirely dependent upon the rights and privileges granted hereunder. The Concessionaire will in no instance be deemed to have acquired any possessory rights against the City or the Premises or be deemed to be a tenant of the City.

Section 1420. Advertising. The Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises either directly or indirectly in connection with any production, promotion service or publication without the prior written consent of the Director.

Section 1421. Conflicts Between Tenants. In the event of a conflict between the Concessionaire and any other tenant, licensee or concessionaire as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each
lessee, licensee, and / or other concessionaire and shall make a final decision to which the Concessionaire agrees to be bound. All determinations by the Director are final.

Section 1422. Prevailing Wage. Concessionaire shall, as a condition of the Agreement, include in all service contracts pertaining to the Premises language specifying the minimum prevailing wages to paid and fringe benefits to be provided by the service contractor to employees of said service contractor. This section is in accordance with and is subject to City Ordinance No. 62124.

Section 1423. Solicitation For Bids. The Concessionaire's bid, including all exhibits, schedules, addenda, attachments, policies, bonds, letters of credit and the Solicitation For Bids for On-Airport Passenger Vehicle Rental Concessions at the Airport dated March 26, 2003 is hereby made a part of the this Agreement and is incorporated herein by reference. Providing that if an express provision of this Agreement is in conflict with any provision of the Concessionaire's Bid or the Solicitation For Bids referred to above, the provisions of this Agreement shall prevail.

Section 1424. Americans with Disabilities Act (ADA). Concessionaire shall be responsible for compliance with the Federal ADA, plus any federal, state, or local laws and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

Section 1425. Time is of the Essence. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.

Section 1426. Acknowledgment of Terms and Conditions. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed, in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.

Section 1427. Security Plan and Facilities. Concessionaire hereby acknowledges that City is required by Federal Aviation Regulations, Part 107, to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. City has met said requirements by developing a master security plan for the Airport, and Concessionaire warrants, covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Concessionaire's exercise of the privileges granted to the Concessionaire hereunder. Concessionaire will promptly (within 30 days of the City's request) reimburse City for all fines or penalties imposed upon City by the FAA resulting from Agent's negligence or failure to act in relation to Part 107.

Section 1428. Environmental Notice. Concessionaire shall promptly notify the Director of (1) any change in the nature of the Concessionaire's operations on the Premises that will materially and/or substantially change the City's or Concessionaire's potential obligations or liabilities under the environmental laws, or (2) the commencement of any governmental entity of a formal administrative proceeding before an administrative law judge or a civil or criminal action before a judicial tribunal alleging a violation of any environmental law in connection with Concessionaire's operations on the Premises.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as set forth below for themselves, their successors and assigns.

Pursuant to City of St. Louis Ordinance _____, approved on _____.

BUDGET RENT A CAR SYSTEM, INC.

_____

Title: _____

Date: _____

ATTEST

_____

Title: _____

Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

The foregoing Agreement was approved by the Airport Commission at its meeting on _____ 2003.

_____
Commission Chairman and Director of Airports

Date _____

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on _____, 2003.

_____
Secretary, Board of Estimate and Apportionment

Date: _____

APPROVED AS TO FORM ONLY BY:

_____
City Counselor, City of St. Louis

Date_____

COUNTERSIGNED BY:

_____
Comptroller, City of St. Louis

Date: _____

ATTESTED TO BY:

_____
Register, City of St. Louis

Date: _____

See attached Exhibit A - Main Terminal Counter Area & Curbside Passenger Pick-up/Drop-off Spaces and East Terminal Curbside Passenger Pick-up/Drop-off Spaces

ATTACHMENT "F"

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

C&J RENTAL, INC., d/b/a THRIFTY CAR RENTAL, INC.

ON-AIRPORT PASSENGER VEHICLE RENTAL CONCESSION AGREEMENT

NO. AL-251

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AIRPORT NUMBER AL-251

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
CONCESSION AGREEMENT
(ON-AIRPORT PASSENGER VEHICLE RENTAL)

THIS AGREEMENT, made and entered into as of the ____ day of _____ 2003, by and between the **CITY OF ST. LOUIS** ("City"), a municipal corporation of the State of Missouri and C&J Rental Inc., d/b/a Thrifty Car Rental, Inc., (Concessionaire"), a corporation organized and existing under the laws of the State of Missouri, trading as Thrifty Car Rental.

WITNESSETH, That:

WHEREAS, the City now owns, operates and maintains an international airport known as "Lambert-St. Louis International Airport" ("Airport"), located in the County of St. Louis, Missouri;

WHEREAS, On-Airport Passenger Vehicle Rental ("PVR") Concessions at the Airport are essential for proper accommodation of the public;

WHEREAS, the City has determined that the public will be best served by seven (7) PVR concession operators at the Airport during

the term of this Agreement;

WHEREAS, the City has determined that it is in the public interest for the following objectives to be met in the provision of a PVR concession:

- to provide first-class PVR concessions that meet Airport user needs and add value to other Airport and airline services;
- to provide a wide range of high quality PVR services at prices that are attractive to Airport users;
- to provide PVR services that are operated by well trained, efficient and pleasant staff;
- to be responsive to both Federal Aviation Administration and City goals for Disadvantaged Business Enterprise participation in PVR concessions.

WHEREAS, the City has advertised and received competitive bids for the right to manage and operate PVR concessions at the Airport, and by this process the City has determined that the Concessionaire is a qualified operator of this service and has submitted a bid deemed advantageous to the public and the City;

NOW, THEREFORE, for and in consideration of the payments, promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and the Concessionaire agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. The following words and phrases shall have the following meanings:

"Agreement" shall mean this document and any amendments thereto, duly approved by the City.

"Airport" as stated in the preamble hereof.

"Airport Properties Department" shall mean that department of the City of St. Louis Airport Authority that has as its primary responsibility the administration of all tenant, permittee, concessionaire and other space at the Airport, and shall be the Concessionaire's point of contact with the Airport on all issues related to this Agreement.

"Authority" shall mean the City of St. Louis department responsible for managing and operating the Airport.

"City" as stated in the preamble hereof.

"Concession Fee" shall mean the product of (i) Gross Receipts multiplied by (ii) the percentage specified in Article V hereof.

"Concessionaire" as stated in the preamble hereof.

"Contract Year" shall mean a period of five (5) consecutive twelve month periods commencing on the first day of the term of the Agreement, as specified in Section 401.

"Counter Area" shall mean a counter in the Main Terminal that is designated for the Concessionaire's use in the provision of PVR services to the public.

"Customer Service Facility" shall mean any facility operated by a Concessionaire for the processing and/or servicing of, or for the delivery of, rental vehicles to its customers located on or off Airport property.

"Director" shall mean the Director of Airports of the Airport Authority of the City of St. Louis, and incorporates the granting of approval requirements of Section 1415 hereof.

"Disadvantaged Business Enterprise" or "DBE" shall mean a small business: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, as in the case of a publicly owned business, at least 51% of the stock of which is

owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals means those individuals who are citizens of the United States (or are lawfully admitted permanent residents) and who are refutably presumed to be women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans or Asian Indian Americans and any other individuals or groups found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, as amended.

"Gross Receipts" includes, but is not limited to, the following items:

- all time and mileage charges, net of any discounts that may be offered, on vehicles rented at the Counter or Customer Service Facility or on vehicles taken by customers from the Customer Service Facility regardless of what station or establishment may receive the vehicles or the rent from them, including vehicles taken by customers in exchange for vehicles originally rented or taken by customers at the Customer Service Facility, regardless of whether collected or not collected;

- all monies paid or payable for personal accident insurance coverage;

- drop charges charged to customers renting vehicles at the Customer Service Facility but delivering them to another location;

- all monies separately stated or collected to recover the Airport concession fee, Airport rent, or any other Airport fee or charge;

- all monies charged or collected as surcharges or other miscellaneous fees (e.g., recovery of automobile property taxes, vehicle title and registration fees and sales tax on purchase of rental vehicle);

- all other monies charged or collected from customers for associated services and equipment (e.g., child restraint devices and telecommunications devices), except those specifically excluded below;

- all receipts charged or derived from or in connection with the extension or renewal of any automobile rental agreement entered into with any customer transported by any means from the Airport to a Customer Service Facility, regardless of the location at which that rental agreement is renewed or extended;

- amounts paid or payable to the Concessionaire in exchange for coupons or vouchers which are redeemed at another facility operated by the Concessionaire; and

- all monies stated on the rental agreement as a single package price for a variety of rental car services (including, but not limited to, time and mileage charges, refueling of vehicles, personal accident insurance coverage, collision damage waivers and loss and damage waivers), even if some of the included services may be excluded from Gross Receipts if stated separately on the rental agreement. The Concessionaire shall not exchange vehicles, modify the accounting treatment of receipts, nor rename or redefine rentals, services, or products in any manner that would deprive the City of amounts that would otherwise be payable to the City;

Only the following may be excluded from Gross Receipts:

- monies separately stated and collected from customers for collision damage waivers and loss damage waivers and supplementary liability protection;

- monies recovered from insurance or otherwise for damage to or for loss, conversion or abandonment of vehicles or other property;

- any taxes or payments in lieu of taxes levied by competent governmental authority which is required by law to be separately stated and collected from customers. Such payments shall not include the Airport fees, rents, or charges paid to the City under this Agreement;

- monies separately stated and collected from customers for refueling of vehicles;

- proceeds from the disposal of the Concessionaire's owned equipment, vehicles sold wholesale or fixtures approved for removal by the Director;

- monies collected from customers for vehicles dropped at the Customer Service Facility and originally rented at another airport to which the Concessionaire pays a concession fee;

- credits for refunds to customers for sales made at the Customer Service Facility; and

- rental of any vehicle to local residents or other customers who did not arrive at the Airport by airplane within 24 hours prior to the rental, and was not transported from the Airport by the Concessionaire or by others to the Concessionaire's Customer Service Facility, together with a statement (which shall be included in the rental agreement or attached thereto) completed and signed by such customer in the following form:

I hereby certify that I did not arrive by airplane at Lambert - St. Louis International Airport within 24 hours prior to renting the vehicle described in this agreement and that I was not transported from the Airport by the rental car company, or by others, to the rental car company's Customer Service Facility.

_____
Signature

_____
Printed Name

_____
Date

"Ground Transportation Rules and Regulations" shall mean the Airport's Commercial Ground Transportation Rules and Regulations as adopted by the City and as may be amended from time to time in the future.

"Improvements" shall mean all construction and fixtures built or erected by the Concessionaire, and forming a part of and which are permanently affixed or attached to any portion of Airport real property or improvements.

"On-Airport Passenger Vehicle Rental (PVR) Concession" shall mean a concession that serves the public through the provision of on-airport passenger vehicle rental services.

"Premises" shall mean a location or locations described in Section 201 that have been designated by the City for the operation of Concessionaire's PVR concession, and for other uses provided specifically herein.

"Removable Fixtures" shall mean all furnishings, equipment and fixtures installed by the Concessionaire, that are not permanently affixed to any wall, floor or ceiling in the Premises.

ARTICLE II

PREMISES

Section 201. Premises. City hereby grants the use of and requires the Concessionaire to use at the Airport the Counter Areas and the Curbside Passenger Pick-Up / Drop-Off Spaces as described on the Exhibit "A" attached hereto and made a part hereof in the Concessionaire's operation of its customer service counter. The rights granted in Section 301 hereof must only be exercised on the Premises and at the Customer Service Facility.

The Director shall have the right to add, substitute, relocate or delete portions of the Premises upon reasonable notice to the Concessionaire. The City will not be liable or responsible for any loss whatsoever, including without limitation, any inconvenience or loss by the Concessionaire of work time, profit or business resulting from these changes to the Premises.

The Director may, however the Director shall bear no obligation to, reallocate the Curbside Passenger Pick-Up / Drop-Off Area(s) on June 1 of Contract Years Two (2) through Five (5), based on the Concessionaire's prior contract year's concession fees paid to the City in relation to the total concession fees paid by all PVR concessionaires, if the change in concession fees amongst any of the

PVR concessionaires is five (5) percentage points or more.

The Counter Area lines of demarcation between the Concessionaire and other concessionaires or tenants shall be determined by the Director.

The City will not provide a ready / return or a service area for the Concessionaire's use during any part of the term of this Agreement.

Section 202. Access. Subject to and in accordance with the terms, covenants and conditions of this Agreement, the Concessionaire shall have the right of free access, ingress to and egress from the Premises for the Concessionaire's employees, agents, guests, patrons and invitees.

ARTICLE III

CONCESSION RIGHTS

Section 301. Rights. City hereby grants to the Concessionaire the right, license and privilege to operate a nonexclusive PVR concession at the Airport subject to and in accordance with all of the terms, covenants and conditions of this Agreement during the term of this Agreement. The following activities are inclusive of these rights:

The right to transact rental services only within the Premises and at the Customer Service Facility, including the provision of a customer service counter, the sale of loss and collision damage waiver, personal accident insurance, and such other insurance products and customer services including infant car seats and telecommunications devices used only for rental vehicles.

The Concessionaire will be required to pay installation, maintenance and operating charges for direct telephone lines on the telephone boards in the Main Terminal, East Terminal and roadway pick-up areas. In addition, the Concessionaire will finance and operate shuttle vehicles for the purpose of transporting customers between the Main Terminal and East Terminal and the Concessionaire's Customer Service Facility. The Concessionaire shall comply with and all shuttle vehicles of the Concessionaire will be governed by and subject to the Airport's Ground Transportation Rules and Regulations, as may be amended from time to time.

Section 302. Limitation of Rights. The Concessionaire is not granted the right to offer for sale any merchandise, vehicles, or other services, or engage in any other business or commercial activity on the Airport that is not specifically granted under this Agreement. If any services or products, other than those specifically mentioned in Section 301 are offered for sale by the Concessionaire, the Concessionaire will cease and desist from any further sale or provision thereof immediately and not later than upon receipt of written notice from the Director.

Concessionaire shall not engage in advertising or provide an area for the distribution of advertisements on behalf of any company other than itself. City shall be the sole judge whether the conduct of Concessionaire's representative in the solicitation of business constitutes a violation of this paragraph, and upon notice from the City, Concessionaire shall forthwith take all steps necessary to eliminate the undesirable condition.

This Agreement grants no real or implied rights to any concession privileges on the Airport other than in the designated areas.

ARTICLE IV

LEASE TERM

Section 401. Term. The term of this Agreement shall consist of five (5) years commencing on January 1, 2004, and ending December 31, 2008, unless sooner terminated in accordance with other provisions of this Agreement.

Section 402. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. The Concessionaire covenants and agrees that at the expiration date of the term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises, which in accordance with Section 708 shall be restored to original condition, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Premises with or without due process of law.

ARTICLE V

FEES AND RENTALS

Section 501. General. The Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession fees set forth below in Sections 502, 503, 506 and 511 and the utilities described in Section 804 of this Agreement, without demand during the term of this Agreement.

Section 502. Space Rental Payment. The Concessionaire shall pay to the City from the first month of the term through the last month of the term, an annual per square foot rental rate for Counter Area in the Main Terminal equal to the City's actual expense of providing and maintaining the space as computed by the City plus fifteen percent (15%). This rental rate shall be adjusted on an annual basis beginning on July 1 of each calendar year.

Section 503. Concession Fee Payments.

A. The Concessionaire agrees to pay to City for Contract Years One through Five a sum equal to the greater of the Minimum Annual Guarantee as set out below for each Contract Year or ten percent (10.0%) of Gross Receipts.

Contract Years	Minimum Annual Guarantee
Year 1	$401,500.00
Year 2	$401,500.00
Year 3	$401,500.00
Year 4	$401,500.00
Year 5	$401,500.00

B. The Minimum Annual Guarantees shall be reduced by a maximum of twenty-five percent (25%) should originating/destination ("O&D") enplaned passengers fall by at least twenty-five percent (25%) or more in a one year period after Contract Year One. The base year for O&D enplanement comparisons is Contract Year One. O&D enplanement numbers used for comparisons shall be taken from the statistics recorded by the City. This adjustment shall be subject to the following limitations: (1) this adjustment will take effect in the Contract Year immediately following the Contract Year in which the entire twenty-five percent (25%) reduction in O&D enplanements is attained, (2) this adjustment applies only to Contract Years subsequent to the entire twenty-five percent (25%) decline in O&D enplaned passengers and (3) this adjustment will be offset proportionally to one hundred percent (100%) of the applicable Contract Years' Minimum Annual Guarantees for Contract Years following the year in which O&D enplanements increases above seventy-five percent (75%) of Contract Year One O&D enplanements.

An example of this adjustment is as follows. O&D enplanements in Contract Year Three decrease to sixty-five percent (65%) of Contract Year One O&D enplanements. This will cause a maximum of a twenty-five percent (25%) reduction in the Minimum Annual Guarantee for Contract Year Four. O&D enplanements in Contract Year Four then increase to eighty-five percent (85%) of Contract Year One O&D enplanements. This will cause the Minimum Guarantee for Contract Year Five to increase to one hundred percent (100%) of the Minimum Annual Guarantee for Contract Year Five.

Section 504. Payment. Payments for each month of the Contract Years shall consist of (a) paid in advance on or before the first day of each month an amount equal to 1/12 of the annual rental for the Counter Area for the applicable calendar year, (b) paid in advance on or before the first day of each month an amount equal to 1/12 of the Minimum Annual Guarantee for the applicable Contract Year and (c) paid on or before the 20th day of the second and each succeeding month an amount equal to the Percentage Fee for the preceding month which exceeds the Minimum Annual Guarantee for the applicable Contract Year. (See Section 506 Unpaid Rent and Fees for the amount of any applicable service charge).

Section 505. Reports.

A. The Concessionaire shall submit to the City by the 20th day of the second and each succeeding month of the Contract Years hereof, one copy of an accurate statement of Gross Receipts. The final statement of Gross Receipts will be due by the 20th day of the month following expiration of this Agreement. The Concessionaire shall report Gross Receipts, and the computation of Gross Receipts, on the form approved by the Director. The City reserves the right to use these statements of Gross Receipts as a source of information to bidders in a future solicitation for bids for this concession.

B. On the form approved by the Director for the submission of each monthly statement of Gross Receipts, the Concessionaire shall state the number of rental transactions. The City shall use said reports to determine traffic flow for planning and other management purposes.

C. The Concessionaire shall submit an audit report of Gross Receipts within one hundred twenty (120) days following the conclusion of each Contract Year. These audit reports must be prepared by an independent Certified Public Accountant licensed to do business within the state of Missouri. The audit reports shall at a minimum certify the accuracy of (i) reported total accumulated Gross Receipts, (ii) the calculation of the total amount payable to the City based upon the Percentage Fee, and (iii) the aggregate amount of Gross Receipts and/or goods and services attributable to DBE participants. The audit reports shall also include a schedule showing the total of actual payments to the City during the Contract Year and shall state an opinion as to the correctness of the computation of Gross Receipts without exception.

If through such audit report it is established that additional fees are due the City, the Concessionaire shall pay such additional fees to the City not later than fifteen (15) days after completion of such statement and receipt of written notice from the Director. If it is established that the Concessionaire has overpaid the City, then such overpayment from the Concessionaire shall be credited to the fees and charges next thereafter due from the Concessionaire or paid to Concessionaire after the last Contract year.

D. Within thirty (30) days after the close of each Contract Year, except the last Contract Year, the Concessionaire shall provide the City with an estimate of projected monthly Gross Receipts for the subsequent Contract Year.

E. Delivery of an audit report containing a qualified opinion, an adverse opinion or a disclaimer of opinion as defined in the Statement on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default pursuant to Section 1101 (B) (10) herein.

Section 506. Unpaid Rent and Fees. All unpaid rent and fee payments due the City hereunder will bear a service charge of one-and-a-half percent (1½%) per month if same is not paid and received by the City on or before the 20th of the month in which said payments are due, and the Concessionaire agrees that it will pay and discharge all costs and expenses including attorneys' fees incurred or expended by the City in collection of said delinquent amounts due including services charges.

Section 507. Performance and Payment Bond. Concessionaire agrees to furnish a Performance and Payment bond in a form acceptable to City in the principal amount of $200,750.00 before the Concessionaire performs any work under this Agreement. Such bond, or other form of security, shall remain in full force and effect throughout the term of this Agreement and shall extend sixty (60) days following the expiration or early termination of this Agreement. In the event that said bond should expire prior to expiration or early termination of this Agreement, Concessionaire covenants and agrees to provide City a renewal bond sixty (60) days prior to expiration date of the expiring bond. Such bond will guarantee the payment of all Fees and performance of all other terms, covenants and conditions of this Agreement. The bond will be in the form of standard commercial guaranty bond running to City, written by a surety company authorized to do business in Missouri and (1) having a "Best" key rating of not less than A and with a "Best" Financial Size Category of not less that Class VIII and (2) shown on the most recent U.S. Treasury Circular No. 570 as having an "underwriting limitation" of at least the amount of the penal sum of the bond. The bond will be kept in full force and effect during the term hereof. City may agree to another form of deposit which will provide equal protection of City's interest. If City cashes the bond or other form of deposit, Lessee agrees to furnish a replacement bond or other form of deposit in the same principal amount within fifteen (15) days.

Section 508. Prompt Payment of Taxes and Fees. The Concessionaire covenants and agrees to pay promptly all lawful general taxes or payments in lieu of taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport or under this Agreement, and further covenants and agrees not to permit any of said taxes, payments, assessments, fees and charges to become delinquent.

Section 509. Accounting Records and Reports. During the term hereof the Concessionaire will make available in the St. Louis area true, accurate, complete and auditable records of all business it conducts at the Airport. The Concessionaire will make same records available in the St. Louis area for one year following the termination of this Agreement. These records will be accessible during usual business hours to the City or it's duly appointed agents or auditors. The Concessionaire is not required to maintain its records in the St. Louis area, as provided above, if it agrees to pay for all costs associated with conducting audits performed by the City at the Concessionaire's place of records.

Section 510. Audit. City or its designated agent reserves the right to audit Concessionaire, its subcontractors or others doing business under this Agreement, books and records and receipts at any time for the purpose of verifying the Gross Receipts hereunder. If as a result of such audit(s), it is established that additional fees or charges are due the City, the Concessionaire shall pay such fees or charges to the City not later than fifteen (15) days after completion of such audit and written notice by the Director. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between Gross Receipts reported by the Concessionaire and Gross Receipts determined by the audit, the cost of the audit shall be borne by the Concessionaire.

Section 511. Additional Fees, Charges and Rentals. The Concessionaire will pay additional fees, charges and rentals under the following conditions:

A. if the City has paid any sum(s) or has incurred any obligation(s) or expense(s) for which the Concessionaire has agreed to pay or reimburse the City, or

B. if the City is required or elects to pay any sum(s) or incur any obligation(s) or expense(s) because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of the terms, covenants or conditions of this Agreement.

Such payments will include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees, charges and rental thereafter due hereunder. Each and every part of such payment will be recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic fees, charges and rentals, as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum(s) by the City for any work done or material furnished will be prima facie evidence against Concessionaire that the amount of such payment was necessary and reasonable.

Section 512. Notice, Place and Manner of Payment. Payments will be made in legal tender of the United States at the Office of the Director at the Airport, or at such other place in the City of St. Louis, Missouri as the Director may hereafter notify Concessionaire.

ARTICLE VI

CONCESSIONAIRE' S OPERATIONS

Section 601. Standards of Service. The Concessionaire warrants, represents, covenants and agrees to meet the City's objectives as set out in the preamble hereof. The Concessionaire shall furnish a first-class PVR concession serving the needs of all users of the Airport by offering prompt and efficient services that are adequate to meet all reasonable demands thereof. All categories of users will be treated on a fair, equal and nondiscriminatory manner that will reflect credit upon the Concessionaire and the City. The Concessionaire shall provide quality services managed efficiently in a clean, attractive and pleasant atmosphere.

A. The Concessionaire shall offer for rent vehicles not more than two (2) model years old consisting of full-size, mid-size, compact and subcompact models in such numbers as to meet reasonably foreseeable demands of the traveling public. All vehicles shall be maintained, at Concessionaire's expense, in good and safe operating order, free from any known mechanical defects, and be in clean neat and attractive condition both inside and out.

B. Operator may offer for rental antique, vintage, classic or other luxury or prestige automobile or handicapped operated vehicles of good quality, free from any known defect and clean and attractive both inside and out. The City shall have the right to prohibit Concessionaire from offering for rental any vehicle which City reasonably determines not to meet the standards in 601 (A) above.

C. Concessionaire shall provide the following services for its customers at the Airport: (i) accept at least three (3) nationally recognized credit cards for payment of automobile rental, (ii) provide for a national reservation system readily available to customers who reside in any state, (iii) provide for one way rentals to or from any location within a seven hundred fifty (750) mile radius of the Airport, (iv) make available bodily injury and property damage liability as primary coverage and not as excess of customers personal liability coverage.

Section 602. Hours of Operation. The hours of operation for serving the public shall be from the earlier of one hour before the first departure or the time of the first arrival until the later of one hour after the last arrival or the time of the last departure, seven

(7) days per week. Concessionaire must monitor flight activity and adjust its hours of operation to accommodate late arriving flights. Counter hours will conform to hours of operation. The Concessionaire may not change the hours of operation without written application to and the written approval of the Director. The Director may require the Concessionaire to change its hours of operation to reflect changing operational circumstances at the Airport.

Section 603. Pricing. The Concessionaire shall charge fair, reasonable and nondiscriminatory prices that are attractive to the public and substantially similar to the prices charged by on-airport concessionaires at airports of comparable passenger enplanements. The Concessionaire shall comply with all applicable rules and regulations of the Federal Trade Commission and other government agencies.

Section 604. Promotion. The Concessionaire covenants that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it hereunder.

The Concessionaire shall not divert or cause or allow any business to be diverted from the Airport by referral or any other method. Any action taken by the Concessionaire to induce its patrons to rent or receive vehicles in such a manner and at such places so as to diminish the Gross Receipts of the Concessionaire under this Agreement shall constitute a material breach hereof and a cause for the termination of this Agreement by the City.

Section 605. Personnel.

A. The Concessionaire shall maintain a sufficient number of trained personnel on duty at all times to insure that Concessionaire's customers will receive prompt and courteous service at all times. The Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms and badges to indicate the fact and nature of their employment. The Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of this PVR concession. The Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules and regulations. The Concessionaire's oral solicitation of business at the Airport shall be confined to the Premises. The Concessionaire shall prohibit and restrain its agents, servants and employees from loud, noisy, boisterous or otherwise objectionable behavior. Upon objection from the Director concerning the conduct or appearance of any such persons, the Concessionaire shall immediately take all steps necessary to remove the cause of the objection.

B. The Concessionaire, at its cost, acknowledges and agrees that it will conduct employee background checks of each of its personnel if required by the Federal Aviation Administration (FAA) and/or the Airport. The Concessionaire recognizes and agrees that security requirements may change and the Concessionaire agrees that it will comply with all such changes throughout the term of this Agreement.

The Concessionaire understands and agrees that fines and / or penalties may be assessed by the Federal Aviation Administration for the Concessionaire's noncompliance with the provisions of 14 CFR § 107 (1988) as amended or other applicable laws or regulations. The Concessionaire shall promptly reimburse the City for any fines or penalties paid by the City due to Concessionaire's noncompliance with said laws or regulations.

Section 606. Manager. The Concessionaire shall at all times retain one or more qualified, competent and experienced manager(s) who shall manage and supervise the operations and the facilities and represent and act for the Concessionaire. The manager(s) shall ordinarily be available during regular business hours. A responsible subordinate shall be in charge and available at all times during the manager's absence.

Section 607. Conflicts. The Concessionaire shall monitor the movement of its vehicles to minimize conflict with other functions and users of the Airport and shall coordinate its use of the Airport with other users.

Section 608. Record Keeping. The Concessionaire agrees to provide a system for the collection of all monies and provision of accounting, audit and statements of Gross Receipts as required by Article V of this Agreement. This system shall be capable of providing comprehensive records, in a format acceptable to the Director, of daily, monthly and annual sales of the Concessionaire and DBE participant(s) under this Agreement (these records are to be retained by the Concessionaire). The Concessionaire must also maintain records that document, in a format acceptable to the Director, the purchase or lease of goods and services attributable to DBE participants.

Section 609. Transition Period. If applicable, during any future transition of the PVR concession to another concessionaire,

the incumbent Concessionaire shall use its best efforts to assure a smooth transition and agrees to closely coordinate the planning and execution of the transition with the Director.

Section 610. Operation.

A. The Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, the Concessionaire will provide and be responsible for all employees and necessary components of the operation, including inventory, fixtures, equipment and supplies. The Concessionaire shall provide and maintain the rental vehicles made available hereunder at the Concessionaire's sole expense, in good operative order, free from known mechanical defects and in a clean, neat and attractive condition inside and outside.

B. The City shall not be responsible for any vehicles, supplies, fixtures or equipment used, maintained or stored on the Premises or at the Customer Service Facility, nor will it be responsible for damage to such items resulting from flood, fire, explosion, vandalism or other causes outside the control and responsibility of the City.

C. Concessionaire will be responsible for removing its vehicles from the parking facilities owned by the City on a daily basis and will pay all applicable parking fees.

Section 611. Communication.

A. The Concessionaire's local manager shall schedule monthly or quarterly meetings (at the Properties Department's discretion) with the appropriate representative of the Airport Properties Department to discuss sales and any other relevant issues which may affect the Concessionaire's operation at the Airport. The Concessionaire shall also be available for meetings at other times as necessary.

B. The Concessionaire shall be responsible for notifying the Airport Properties Department of any problem that reduces service or sales levels or in any way impairs the Concessionaire's operation. The Airport will make every reasonable effort to assist in eliminating such problems.

Section 612. Customer Complaints. Concessionaire will establish procedures for handling all customer complaints. Concessionaire will respond in writing to every complaint, written or oral, within seven (7) calendar days of the complaint and will make good faith efforts to explain, resolve or rectify the cause of the complaint. Concessionaire will provide the Director with a summary of their customer complaints and their resolution at a time and in a manner acceptable to the Director. Concessionaire will provide the Director with specifics of any complaint that has not been reasonably and satisfactorily resolved.

ARTICLE VII

IMPROVEMENTS AND ALTERATIONS

Section 701. Construction by the Concessionaire.

A. The Concessionaire takes the Premises in the Main Terminal "AS IS" and shall, at the Concessionaire's sole cost and expense, improve the Premises, including installation of new counter, back wall and other finishes in the Counter Area prior as soon as possible, but not later than February 29, 2004.

All improvements shall be constructed by the Concessionaire in accordance with plans prepared by the Concessionaire and approved by the Director subject to the requirements of this Article VII.

B. The Concessionaire agrees that all such work shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director.

Section 702. Preparation of Plans and Specifications. The Concessionaire shall submit detailed drawings, plans and specifications for improving and equipping the Premises. The Concessionaire will begin work on proposed construction only after it has received the written approval of its plans and specifications from the Director.

Section 703. Contractor's Liability Insurance. In any contract that pertains to improving and equipping the Premises, Concessionaire shall require the contractor to cause St. Louis County, the City, its Board of Aldermen, Airport Commission and their

respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, a combined single limit of not less than $2,000,000 for bodily injury and property damage and include the City as an Additional Insured. Said insurance shall be in a form agreeable to the City, and certificates showing proof of coverage shall be delivered to the Director for approval before any constructing, improving or equipping of Premises commences.

Section 704. Performance and Payment Bonds. The Concessionaire shall require each of its contractors and suppliers of construction materials to furnish Performance and Payment Bonds in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo 1994 as amended. Copies of the bonds shall be given to the Director for approval before work begins. Any sum(s) derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers, as the case may be.

Section 705. Mechanics' and Materialmen's Liens. The Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien to be foreclosed upon the Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

Section 706. Certificates of Completion. Upon the completion of the improvements hereunder, the Concessionaire shall submit to the Director a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Concessionaire.

Section 707. Signs.

A. The Concessionaire shall not erect, maintain or display any signs on the Premises without the prior written approval of the Director. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, the Concessionaire shall have the right to install such advertising and identification signs as may be necessary for the proper conduct of PVR services as contemplated hereunder. The Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises.

B. The Concessionaire shall be responsible for the cost of any new signs or modifications to Airport directories and other existing signs, including sign systems required by the Director. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 707 and the Tenant Design Standards.

C. Prior to the erection, construction or placement of any sign, the Concessionaire shall submit to the Director for approval all drawings, electrical details, sketches, designs, elevations, mounting details and dimensions of such signs. Any conditions, restrictions or limitations with respect to the use thereof as stated by the Director in writing shall become conditions of the Agreement.

D. The Concessionaire shall not obstruct its counter space with advertising matter, displays or other literature not directly pertaining to PVR services. The Concessionaire shall not place any signs outside of the Premises.

Section 708. Title to Improvements and Fixtures. All improvements constructed or placed in the Premises by the Concessionaire that are not Removable Fixtures, as well as all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting in the City upon expiration or earlier termination of this Agreement. This vesting of title is subject, however, to the Concessionaire's obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the term and in accordance with this Agreement.

All Removable Fixtures shall remain the property of the Concessionaire, and shall be removed by the Concessionaire at date of expiration or termination of this Agreement. Within sixty (60) days of the commencement of the operation in the Premises, a list of such Removable Fixtures shall be submitted in writing to the Director by Concessionaire for the Director's approval, and such list shall be periodically updated by Concessionaire.

The City reserves the right and the Concessionaire agrees that the Director may require the Concessionaire to remove any or all Improvements and structures and restore the Premises to their original condition at the time the Concessionaire took possession of the Premises. The Concessionaire agrees to bear all costs of such removals and restorations.

ARTICLE VIII

USE OF PREMISES

Section 801. Compliance with Laws and Regulations.

The Concessionaire shall comply with all Rules and Regulations which the Director may establish from time to time, including the Airport's Ground Transportation Rules and Regulations. In addition, the Concessionaire shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Premises or to any adjoining public ways, as to the manner of use or the condition of the Premises or of adjoining public ways.

Section 802. Repairs and Maintenance. The Concessionaire will provide and pay for all repairs and maintenance of the Premises, except the following which shall be the responsibility of the City:

A. The structural components of the terminal buildings.

B. The utility system up to the Concessionaire's point of connection, except where the utility systems are owned or controlled by the utility companies.

The Concessionaire will perform the following functions as part of its responsibilities in the repair and maintenance of the Premises. The following list includes certain functions, but the Concessionaire's responsibilities are not limited to those functions:

A. Perform daily custodial services.

B. Keep all its equipment and fixtures in good repair and appearance.

C. Keep premises free from all fire and other hazards to persons and property and furnish and maintain adequate portable fire protection equipment.

D. Repair all damage to the Premises and the Airport when such damage results from the careless or negligent acts of the Concessionaire or the Concessionaire's employees or agents.

E. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director applicable to all Airport tenants. Such standards may require the use of special devices including, but not limited to special containers, compactors and disposal systems. The Concessionaire agrees to promptly provide and install such devices and to abide by all standards.

F. Confine all handling and holding of the Concessionaire's property to the Premises.

G. Keep all papers and debris picked up daily from the Premises.

H. Keep Premises free of all pests and provide pest control services as needed.

I. No storage will be permitted on the exterior areas of the Premises.

The Director may temporarily or permanently close any roadway or other right-of-way for access to the Premises, so long as another means of access is provided. The Concessionaire understands and agrees that there may be inconveniences caused by construction or renovations of the Airport, and the Concessionaire hereby releases and discharges the City from any and all inconvenience claims, liability or causes of action arising out of or incidental to the closing of any right-of-way, including without limitation loss of profit or business incidental, consequential, or special damages.

Section 803. Right to Enter, Inspect and Make Repairs. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Concessionaire's operations as is reasonably practicable) to enter upon and in the Premises for the following purposes:

A. To inspect such Premises to determine whether the Concessionaire has complied and is complying, with the terms, covenants or conditions of this Agreement.

B. In the event the Concessionaire is obligated but has failed to perform maintenance and make repairs after the City has given the Concessionaire notice to do so, the Concessionaire shall promptly reimburse the City for the cost thereof plus an overhead charge of fifteen percent (15%).

C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.

D. To gain access to the Premises in order to perform studies, inspections, assessments, environmental inspections or assessments, etc.

Section 804. Utilities. The City has provided and paid for heated and chilled medium up to, but not into the Counter Area. The City shall provide a main electric panel from which the Concessionaire shall obtain electricity at a cost based upon metered usage. The Concessionaire shall be responsible for the cost of electric meters and sockets and all connections to and within the Premises. The Concessionaire shall be responsible for any needed modification or upgrade in electrical supply, heating or cooling caused by increased lighting or other changes to the Premises made by the Concessionaire.

The Concessionaire shall pay for all costs of other utilities, including but not limited to deposits, installation costs, connection charges, meter deposits and all service charges for telephone and other utility services metered directly to the Premises, regardless of whether or not such utility services are furnished by the City or a utility service company.

If required by building codes or other regulations, the Concessionaire shall pay for the cost of installation of fire detection and suppression distribution equipment in the Premises. The Concessionaire shall pay for the connection of fire detection equipment up to City provided z-tie boxes. The Concessionaire shall pay for the connection of fire suppression equipment up to City provided sprinkler mains and tamper switches.

The City shall not be liable to the Concessionaire for damages or any losses for the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service. The Concessionaire does hereby release and discharge the City from any and all inconvenience, claims or cause of actions arising out of or incidental to such interruption, including, without limitation, loss of profit or business or incidental, consequential, or special damages.

Section 805. Interference to Air Navigation. The Concessionaire warrants, represents, and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation regulations or subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain on the Premises. Any obstructions will be immediately removed by the Concessionaire at its expense. The Concessionaire further warrants, represents and agrees not to install any structures, objects, machinery or equipment that would interfere with the operation of navigation aides, the safe and efficient operations of the Airport, or the operations of other tenants and users of the Airport.

ARTICLE IX

LOSS OF AND LIABILITIES PERTAINING TO PREMISES

Section 901. Liability Insurance. The Concessionaire, at its expense and, at all times during the term hereof, shall cause St. Louis County, the City, the Board of Aldermen, the Airport Commission, the officers, agents and employees of said entities and the Concessionaire to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to have arisen out of the activities of the Concessionaire, its officers, agents, employees, and independent contractors pursuant to this Agreement, whether on or off of the Premises or the Airport, under the following types of coverage:

A. Commercial General Liability;

B. Automobile Liability (all vehicles, including hired and non-owned).

The minimum limits of coverage for the above classes of insurance shall equal a single limit of $3,000,000 comprised of such primary and excess policies of insurance as the Concessionaire finds feasible to purchase during the term of this Agreement.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, the City and its Board of Aldermen, Airport Commission, officers, agents, and employees shall be named as an Additional Insured. Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of the Concessionaire, its officers, agents, employees, consultants, contractors, licensees, invitees and independent contractors. In addition, such insurance shall include contractual liability sufficient to cover concessionaires indemnity obligation hereunder. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City and its Board of Aldermen, Airport Commission, officers, agents and employees as an Additional Insured is not intended to, and shall not make the City a partner or joint venturer with the Concessionaire in its operations hereunder.

Concessionaire will maintain, and upon request furnish evidence to City, adequate provisions for workers compensation insurance, Social Security and Unemployment Compensation in at least statutory limits to the extent such provisions are applicable to Concessionaire's operations hereunder.

Section 902. Property Insurance. The Concessionaire will provide fire, lightening, extended coverage and other related insurance coverage for the full value of the Improvements and equipment existing or installed on the Premises.

Section 903. Damage or Destruction of Terminal. The building in which the Premises are located will be insured by the City under a policy of fire and extended coverage.

If the building is destroyed or damaged to such an extent as to be economically irreparable, the City may terminate this Agreement by written notice to the Concessionaire. All rental payments will cease as of the date of the destruction or damage.

If the building is repairable, the City will begin such repairs as soon as is practicable. Rental payments on untenable portions will cease as of the date of the damage. Rental payments will continue to be due on the tenantable areas. The City will attempt to find temporary facilities for use by the Concessionaire during the repairs and the Concessionaire will pay rental for the temporary facilities. City will not be liable or responsible for any losses of any kind whatsoever, including, without limitation, any inconvenience or loss by Concessionaire of business or profit resulting from such damage or any incidental, consequential, or special damages.

Section 904. Evidence of Insurance. Certificates or other evidence of insurance coverage required of the Concessionaire in this Article IX shall be delivered to the Director in form and content satisfactory to the City.

At least fifteen (15) days prior to the expiration of any such policy, the Concessionaire shall submit to the Director a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, the Concessionaire shall within fifteen (15) days after the date of such written notice from the insurer of such cancellation or reduction in coverage file with the Director a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by the City and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving thirty (30) days written notice to the Director.

Section 905. Conditions of Default. This Agreement shall be considered in default when the Concessionaire fails to comply with any term, covenant or condition of this Agreement. Said default shall constitute a material breach hereof and shall be cause for the termination of the Agreement by the City.

Section 906. Indemnification. The Concessionaire shall protect, defend, and hold St. Louis County, the City, the Board of Aldermen, the Airport Commission, and officers, agents and employees of said entities, completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever, arising out of or incident to, this agreement and/or the use or occupancy of the Premises and/or the acts or omissions of the Concessionaire's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City of St. Louis. The Director or his/her designee shall give to the Concessionaire reasonable notice of any such claims or actions. The Concessionaire shall also use counsel reasonably acceptable to the City Counselor of the City of St. Louis or his/her designee, after consultation with the Airport Director or his designee in carrying out its obligations hereunder. The provisions of this

section shall survive the expiration or early termination of this Agreement.

Section 907. Adjustment of Claims. The Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Concessionaire under this Agreement.

Section 908. Occupancy of Premises. The Concessionaire accepts the Premises "AS IS". The Concessionaire agrees that it will not permit any act of omission or commission or condition to exist on the Premises which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

Section 909. Waiver of Subrogation. Concessionaire on behalf of itself and its insurers, hereby waives any claim or right of recovery from the City, its Board of Aldermen, Airport Commission, officers, agents and employees for any loss or damage to Concessionaire's officers, agents, or employees or its property or the property of others under Concessionaire's control, to the extent that such loss is covered by a valid insurance policy or could be covered by an "all risk" physical damage property insurance policy. Concessionaire shall provide notice of this waiver of subrogation to its insurer(s).

ARTICLE X

ASSIGNMENT AND SUBCONTRACTING

Section 1001. Assignment and Subcontracting.

A. The Concessionaire shall not assign or transfer this Agreement without the prior written approval of the City, as provided for in City Ordinance 63687, approved in 1996. At least ninety (90) days prior to any contemplated assignment of this Agreement, the Concessionaire shall submit a written request to the Director, along with a copy of the proposed assignment agreement. No assignment shall be made or shall be effective if the Concessionaire is in default on any of the other terms, covenants or conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the terms, covenants and obligations contained in this Agreement. The parties to this Agreement understand and agree that the Concessionaire is and shall remain responsible for the performance of its assigns under this Agreement. No assignment shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.

In the event there is an assignment of this Agreement by operation of law, the City shall be entitled within ninety (90) days after written notice thereof to exercise the City's option hereby given to end the term on a date which shall not be sooner than thirty (30) days after the date of such determination by the City. An assignment by operation of law, as the term is used herein, shall include but not be limited to the vesting of the Concessionaire's right, title and interest in the Concessionaire's furnishings, Removable Fixtures, equipment, or the Concessionaire's interest in this Agreement, in a trustee in bankruptcy or in an assignee for the benefit of creditors or in a purchase thereof at a judicial sale or other involuntary or forced sale. It is the purpose of the foregoing provision to prevent the vesting in any such purchaser, referee, trustee, or assignee, any rights, title or interest in the City premises or any of the Removable Fixtures, except subject to the City's right to end the term.

B. The Concessionaire shall not sublet the Premises and/or subcontract or transfer any part of the services to be performed hereunder, except as may be necessary to comply with the DBE participation goal in Article XII of this Agreement. At least sixty (60) days prior to any contemplated subletting of the Premises or subcontracting of this Agreement, the Concessionaire must submit a written request to the Director. This request must include a copy of the proposed subcontract or sublease. Any sublease for space or subcontract for space or granting of rights acquired hereunder shall be subject to the review and written approval of the Director. Such sublease or subcontract, however, must require at a minimum: (1) strict compliance with all provisions of this Agreement; (2) a provision that the sublessee or subcontractor will use the facilities solely for the purposes identified in this Agreement; and (3) a provision ensuring that all concession services are available during the hours of operation required in Section 602 of this Agreement.

The parties understand and agree that the Concessionaire is responsible for the performance of its assignees, sublessees, and subcontractors under this Agreement. The Concessionaire agrees to initiate and take all corrective action should a subcontractor or sublessee fail to comply with its contract with the Concessionaire or any provision of this Agreement. There will be no reduction of the Minimum Annual Guarantee payable to the City during any such period of change-out or vacancy of a subcontractor or sublessee.

C. No subcontract, sublease, or other agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approval, subcontract, sublease or agreement as provided for above. Any such assignment or transfer or subcontract of services or the subletting of the Premises without the consent of the City, as provided for above, shall constitute a default on the part of the Concessionaire under this Agreement, and the City may terminate this Agreement as provided for in Section 1103. No action or failure to act on the part of any officer, agent or employee of the City shall constitute a waiver by the City of this provision.

ARTICLE XI

TERMINATION OF AGREEMENT IN ENTIRETY

Section 1101. The City's Right to Terminate. The City, acting by and through its Director, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof, upon the happening of any one or more of the following events. By example, but not by way of limitation, the following acts or omissions shall constitute a material breach of the Agreement justifying the termination of this Agreement in its entirety.

A. If the fees, charges, or other money payments which the Concessionaire herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.

B. If, during the term of this Agreement, the Concessionaire shall:

1. apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;

2. file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;

3. make a general assignment for the benefit of creditors;

4. file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;

5. file an answer admitting the material allegations of a petition filed against any said assignee or sub lessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement, an order, judgment or decree shall be entered by any court of competent jurisdiction; or the application of a creditor, adjudicating the Concessionaire as bankrupt or insolvent; or approving a petition seeking a reorganization of the Concessionaire, and such order, judgment or decree, shall continue unstayed and in effect for any period of ninety (90) consecutive days;

6. fail to maintain the quality of services and prices to the satisfaction of the Director as required hereunder;

7. fail to prevent cessation or deterioration of service for a period which in the opinion of the Director, materially and adversely affects the overall performance of the Concessionaire under this Agreement;

8. allow a lien to be filed against the Concessionaire or any of the equipment or furnishings therein because of or resulting from any act or omission of the Concessionaire that is not removed or enjoined within thirty (30) days;

9. desert, vacate or discontinue all or a portion of its operation of the Premises that in the opinion of the Director results in a failure to provide the public and others the service contemplated hereunder;

10. fail in the performance of any term, covenant or condition herein required to be performed by the Concessionaire.

On the date set forth in the notice of termination, the term of this Agreement and all right, title and interest of Concessionaire shall expire, except as otherwise provided in Section 1103 hereof.

Failure of the City to take any authorized action upon default of any term, covenant or condition required to be performed, kept and observed by the Concessionaire shall not be construed to be or act as a waiver of default or in any subsequent default of any term, covenant or condition herein contained to be performed, kept and observed by Concessionaire. The acceptance of monies by the City from the Concessionaire for any period or periods after a default by the Concessionaire of any term, covenant or condition herein

required to be performed, kept and observed by the Concessionaire shall not be deemed a waiver or estopping of any right on the part of the City to terminate this Agreement for failure by the Concessionaire to so perform, keep or observe any said term, covenant or condition.

Section 1102. The Concessionaire's Right to Terminate.

The Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof for the following causes:

A. If a court of competent jurisdiction issues an injunction or restraining order against the City preventing or restraining the use of the Airport for Airport purposes in its entirety or in substantial entirety.

B. If the City shall have abandoned the Airport for a period of at least sixty (60) days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers.

C. If the City shall have failed in the performance of any specific covenant constituting a material breach within the control of the City and required by this Agreement to be performed by the City.

Section 1103. Procedures for Termination. No termination declared by either party shall be effective unless and until not less than forty-five (45) days have elapsed after notice by either party to the other specifying the date and cause of termination, except for the Concessionaire's failure to make any payments or Performance and Payment Bond specified in Article V or provide any insurance coverage specified in Article IX. The effective date of termination shall be forty-five (45) days from the payment(s) due date with notice to the Concessionaire or thirty (30) days from the date the insurance coverage or Performance and Payment Bond is not provided with notice to the Concessionaire; and no such termination, except for termination for the Concessionaire's failure to make any payments or provide insurance or Performance and Payment Bond, shall be effective if the party at default (1) cannot by the nature of the default cure it within such forty-five (45) day period, (2) commences to correct such default within said forty-five (45) days and (3) corrects the same as promptly as is reasonably practicable.

In the event that suit shall be instituted by the City upon the default of payment of charges and fees as provided herein, then the Concessionaire agrees also to pay reasonable attorneys' fees, litigation fees, and court costs.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and the Concessionaire specified in this Article are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto or any other remedies otherwise available to the parties at law or in equity.

ARTICLE XII

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Section 1201. Compliance.

A. The Concessionaire agrees as a condition hereunder to meet a minimum DBE participation goal of not less than either (1) ten percent (10%) participation in the ownership, management and control of the business by the methods of participation allowed by DOT 49 CFR Part 23, Subpart F, or (2) ten percent (10%) participation through the purchase or lease of services or goods from certified DBEs. Both goals shall be measured as a percentage of total Gross Receipts. These goals remain in effect throughout the term of the Agreement and credit toward the DBE goal will only be given for the use of Airport Authority certified DBEs.

The Concessionaire submitted at the time of bid evidence that it completed the applicable good faith efforts procedure specified in the PVR bid specifications.

B. If these good faith efforts resulted in the fulfillment of the DBE goal, the Concessionaire will not be required to perform additional good faith efforts, except in the event that the Concessionaire's DBE participation fails to continue to meet the goal or comply with the applicable federal regulations. In the event the Concessionaire's DBE participation fails to continue to meet the goal or comply with applicable federal regulations, the Concessionaire will be required to perform the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following the loss of DBE participation and continue at intervals of not less than twelve (12) months, or until the

DBE goal is reached by the Concessionaire.

C. 1. If these good faith efforts did not result in fulfillment of the DBE goal, the Concessionaire must again complete the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following commencement of the term of this Agreement and continue at intervals of not less than twelve (12) months, or until the DBE goal is reached by the Concessionaire.

2. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, Subpart F. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

The Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

3. The Concessionaire shall operate its PVR concession in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 23, as applicable, and as said regulations may be amended or new regulations promulgated. The Concessionaire shall also comply with any City of St. Louis executive order, resolution or ordinance enacted, now or in the future, to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, the City shall have the right to terminate this Agreement.

ARTICLE XIII

LIQUIDATED DAMAGES

Section 1301. Liquidated Damages. Concessionaire recognizes and hereby agrees and stipulates that the City will lose revenue and/or incur certain cost or expense, the amounts of which are difficult to ascertain, if Concessionaire violates any of the terms, covenants or conditions enumerated below. Therefore, the Concessionaire agrees and stipulates that the Director, on behalf of the City, may elect after written notice to the Concessionaire of said violation to impose the charges set forth below as liquidated damages on the basis of each violation per day:

VIOLATION	SECOND VIOLATION	THIRD VIOLATION
Violation of Article III, Rights, Limitation of Rights	$100.00	$500.00
Violation of Article VI, Concessionaires Operations	$100.00	$500.00
Violation of Article VII, Improvement and Alterations	$100.00	$500.00
Violation of Article VIII, Use of Premises Clause	$100.00	$500.00

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Notice. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, 10701 Lambert International Boulevard, P.O. Box 10212 Lambert Station, St. Louis, MO 63145. All notices, demands, and requests by the City to the Concessionaire shall be sent by certified mail, return receipt requested addressed to:

President
C&J Rental, Inc., d/b/a Thrifty Car Rental, Inc.
4174 Cypress Road
St. Ann, MO 63074

A copy of all notices shall also be mailed to the Airport Business and Marketing Manager at the same address.

Either or both parties may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to the Concessionaire or said Director.

Section 1402. Non-Discrimination and Affirmative Action Program.

A. The Concessionaire hereto understands and agrees that the City in the operation and use of Lambert-St. Louis International Airport will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 21 of the Federal Aviation Regulations of the Office of the Secretary of Transportation. The Concessionaire hereby agrees that his premises shall be posted to such effect as required by said regulations.

B. The Concessionaire agrees that in performing under this Agreement, neither he nor anyone under his control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry. The Concessionaire will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. Such action must include, but shall not be limited to the following: actions to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training, including apprenticeship.

C. The Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of the Concessionaire state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". The Concessionaire shall not make inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.

D. The Concessionaire agrees that should it be determined by the Concessionaire or the City that he will be unable to conform to his approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the City Code, he will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within ten (10) days of such determination to ascertain the steps to be taken by the Concessionaire to achieve the provisions of his program.

E. The Concessionaire will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

F. The Concessionaire further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by the Concessionaire in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, including all labor organizations who may furnish skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.

G. Whenever the Concessionaire is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, the Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

H. The Concessionaire will establish and maintain for the term of this Agreement an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment. The City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.

I. The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Concessionaire 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 this subpart. The Concessionaire assures that it will require that its covered sub organizations provide assurances to the

City that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 1403. No Personal Liability. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

Section 1404. Force Majeure. Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

Section 1405. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

Section 1406. Quiet Enjoyment. Subject to the provisions of the Agreement, the City covenants that the Concessionaire on paying the rentals and otherwise performing its covenants and other obligations hereunder shall have quiet and peaceable possession of the Premises.

Section 1407. Operation and Maintenance of the Airport. The City shall at all times operate the Airport properly and in a sound and economical manner; and the City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

Section 1408. Title to the Site. The Premises from the date hereof until the termination of this Agreement shall be owned in fee simple title by the City or in such lesser estate as in the opinion of the
City Counselor is sufficient to permit the letting thereof by the City as herein provided for the full term provided in this Agreement.

Section 1409. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act, as it has been amended from time to time.

Section 1410. Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires modifications or changes to this document as a condition precedent to granting of funds for the improvement of the Airport, the Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable the City to obtain said Federal Aviation Administration funds.

Section 1411. Governing Law. This Agreement shall be deemed to have been made and be construed in accordance with the laws of the State of Missouri, and is subject to the City Charter and ordinances.

Section 1412. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 1413. Amendments. This Agreement may be amended from time to time by written agreement, duly authorized and executed by representatives of all the parties hereto.

Section 1414. Previous Agreements. It is expressly understood that the terms and provisions of this Agreement shall in no way affect or impair the terms, obligations or conditions of any existing or prior agreement between the Concessionaire and the City.

Section 1415. Required Approvals. When the consent, approval, waiver, or certification ("Approval") of other the party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval.

Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. The City and Concessionaire agree that extensions of time for performance may be made by the written mutual consent of the Director of Airports and the Concessionaire or its designee.

Section 1416. Waivers. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any waiver must be in writing and signed by the party waiving.

Section 1417. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the Concessionaire in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

Section 1418. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 1419. Not a Lease. This Agreement is not a lease, and the right to use the Premises is entirely dependent upon the rights and privileges granted hereunder. The Concessionaire will in no instance be deemed to have acquired any possessory rights against the City or the Premises or be deemed to be a tenant of the City.

Section 1420. Advertising. The Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises either directly or indirectly in connection with any production, promotion service or publication without the prior written consent of the Director.

Section 1421. Conflicts Between Tenants. In the event of a conflict between the Concessionaire and any other tenant, licensee or concessionaire as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each lessee, licensee, and / or other concessionaire and shall make a final decision to which the Concessionaire agrees to be bound. All determinations by the Director are final.

Section 1422. Prevailing Wage. Concessionaire shall, as a condition of the Agreement, include in all service contracts pertaining to the Premises language specifying the minimum prevailing wages to paid and fringe benefits to be provided by the service contractor to employees of said service contractor. This section is in accordance with and is subject to City Ordinance No. 62124.

Section 1423. Solicitation For Bids. The Concessionaire's bid, including all exhibits, schedules, addenda, attachments, policies, bonds, letters of credit and the Solicitation For Bids for On-Airport Passenger Vehicle Rental Concessions at the Airport dated March 26, 2003 is hereby made a part of the this Agreement and is incorporated herein by reference. Providing that if an express provision of this Agreement is in conflict with any provision of the Concessionaire's Bid or the Solicitation For Bids referred to above, the provisions of this Agreement shall prevail.

Section 1424. Americans with Disabilities Act (ADA). Concessionaire shall be responsible for compliance with the Federal ADA, plus any federal, state, or local laws and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

Section 1425. Time is of the Essence. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.

Section 1426. Acknowledgment of Terms and Conditions. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed, in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.

Section 1427. Security Plan and Facilities. Concessionaire hereby acknowledges that City is required by Federal Aviation Regulations, Part 107, to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. City has met said requirements by developing a master security plan for the Airport, and

Concessionaire warrants, covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Concessionaire's exercise of the privileges granted to the Concessionaire hereunder. Concessionaire will promptly (within 30 days of the City's request) reimburse City for all fines or penalties imposed upon City by the FAA resulting from Agent's negligence or failure to act in relation to Part 107.

Section 1428. Environmental Notice. Concessionaire shall promptly notify the Director of (1) any change in the nature of the Concessionaire's operations on the Premises that will materially and/or substantially change the City's or Concessionaire's potential obligations or liabilities under the environmental laws, or (2) the commencement of any governmental entity of a formal administrative proceeding before an administrative law judge or a civil or criminal action before a judicial tribunal alleging a violation of any environmental law in connection with Concessionaire's operations on the Premises.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as set forth below for themselves, their successors and assigns.

Pursuant to City of St. Louis Ordinance _____, approved on _____.

C&J Rental, Inc., d/b/a Thrifty Car Rental, Inc.

_____

Title: _____

Date: _____

ATTEST

_____

Title: _____

Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

The foregoing Agreement was approved by the Airport Commission at its meeting on _____ 2003.

_____
Commission Chairman and Director of Airports

Date _____

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on _____, 2003.

_____
Secretary, Board of Estimate and Apportionment

Date: _____

APPROVED AS TO FORM ONLY BY:

_____
City Counselor, City of St. Louis

Date_____

COUNTERSIGNED BY:

_____
Comptroller, City of St. Louis

Date: _____

ATTESTED TO BY:

_____
Register, City of St. Louis

Date: _____

See attached Exhibit A - Main Terminal Counter Area & Curbside Passenger Pick-up/Drop-off Spaces and East Terminal Curbside Passenger Pick-up/Drop-off Spaces

ATTACHMENT "G"

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

MISSOURI RENTAL & LEASING, INC.,
d/b/a DOLLAR RENT A CAR

ON-AIRPORT PASSENGER VEHICLE RENTAL
CONCESSION AGREEMENT

NO. AL-253

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AIRPORT NUMBER AL-253

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
CONCESSION AGREEMENT
(ON-AIRPORT PASSENGER VEHICLE RENTAL)

THIS AGREEMENT, made and entered into as of the ____ day of _____ 2003, by and between the **CITY OF ST. LOUIS** ("City"), a municipal corporation of the State of Missouri and Missouri Rental & Leasing, Inc., d/b/a Dollar Rent A Car, (Concessionaire"), a corporation organized and existing under the laws of the State of Missouri, trading as Dollar Rent A Car.

WITNESSETH, That:

WHEREAS, the City now owns, operates and maintains an international airport known as "Lambert-St. Louis International Airport" ("Airport"), located in the County of St. Louis, Missouri;

WHEREAS, On-Airport Passenger Vehicle Rental ("PVR") Concessions at the Airport are essential for proper accommodation of the public;

WHEREAS, the City has determined that the public will be best served by seven (7) PVR concession operators at the Airport during the term of this Agreement;

WHEREAS, the City has determined that it is in the public interest for the following objectives to be met in the provision of a PVR concession:

- to provide first-class PVR concessions that meet Airport user needs and add value to other Airport and airline services;
- to provide a wide range of high quality PVR services at prices that are attractive to Airport users;
- to provide PVR services that are operated by well trained, efficient and pleasant staff;
- to be responsive to both Federal Aviation Administration and City goals for Disadvantaged Business Enterprise participation in PVR concessions.

WHEREAS, the City has advertised and received competitive bids for the right to manage and operate PVR concessions at the Airport, and by this process the City has determined that the Concessionaire is a qualified operator of this service and has submitted a bid deemed advantageous to the public and the City;

NOW, THEREFORE, for and in consideration of the payments, promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and the Concessionaire agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. The following words and phrases shall have the following meanings:

"Agreement" shall mean this document and any amendments thereto, duly approved by the City.

"Airport" as stated in the preamble hereof.

"Airport Properties Department" shall mean that department of the City of St. Louis Airport Authority that has as its primary responsibility the administration of all tenant, permittee, concessionaire and other space at the Airport, and shall be the Concessionaire's point of contact with the Airport on all issues related to this Agreement.

"Authority" shall mean the City of St. Louis department responsible for managing and operating the Airport.

"City" as stated in the preamble hereof.

"Concession Fee" shall mean the product of (i) Gross Receipts multiplied by (ii) the percentage specified in Article V hereof.

"Concessionaire" as stated in the preamble hereof.

"Contract Year" shall mean a period of five (5) consecutive twelve month periods commencing on the first day of the term of the Agreement, as specified in Section 401.

"Counter Area" shall mean a counter in the Main Terminal that is designated for the Concessionaire's use in the provision of PVR services to the public.

"Customer Service Facility" shall mean any facility operated by a Concessionaire for the processing and/or servicing of, or for the delivery of, rental vehicles to its customers located on or off Airport property.

"Director" shall mean the Director of Airports of the Airport Authority of the City of St. Louis, and incorporates the granting of approval requirements of Section 1415 hereof.

"Disadvantaged Business Enterprise" or "DBE" shall mean a small business: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, as in the case of a publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals means those individuals who are citizens of the United States (or are lawfully admitted permanent residents) and who are refutably presumed to be women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans or Asian Indian Americans and any other individuals or groups found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, as amended.

"Gross Receipts" includes, but is not limited to, the following items:

- all time and mileage charges, net of any discounts that may be offered, on vehicles rented at the Counter or Customer Service Facility or on vehicles taken by customers from the Customer Service Facility regardless of what station or establishment may receive the vehicles or the rent from them, including vehicles taken by customers in exchange for vehicles originally rented or taken by customers at the Customer Service Facility, regardless of whether collected or not collected;

- all monies paid or payable for personal accident insurance coverage;

- drop charges charged to customers renting vehicles at the Customer Service Facility but delivering them to another location;

- all monies separately stated or collected to recover the Airport concession fee, Airport rent, or any other Airport fee or charge;

- all monies charged or collected as surcharges or other miscellaneous fees (e.g., recovery of automobile property taxes, vehicle title and registration fees and sales tax on purchase of rental vehicle);

- all other monies charged or collected from customers for associated services and equipment (e.g., child restraint devices and telecommunications devices), except those specifically excluded below;

- all receipts charged or derived from or in connection with the extension or renewal of any automobile rental agreement entered into with any customer transported by any means from the Airport to a Customer Service Facility, regardless of the location at which that rental agreement is renewed or extended;

- amounts paid or payable to the Concessionaire in exchange for coupons or vouchers which are redeemed at another facility operated by the Concessionaire; and

- all monies stated on the rental agreement as a single package price for a variety of rental car services (including, but not

limited to, time and mileage charges, refueling of vehicles, personal accident insurance coverage, collision damage waivers and loss and damage waivers), even if some of the included services may be excluded from Gross Receipts if stated separately on the rental agreement. The Concessionaire shall not exchange vehicles, modify the accounting treatment of receipts, nor rename or redefine rentals, services, or products in any manner that would deprive the City of amounts that would otherwise be payable to the City;

Only the following may be excluded from Gross Receipts:

- monies separately stated and collected from customers for collision damage waivers and loss damage waivers and supplementary liability protection;

- monies recovered from insurance or otherwise for damage to or for loss, conversion or abandonment of vehicles or other property;

- any taxes or payments in lieu of taxes levied by competent governmental authority which is required by law to be separately stated and collected from customers. Such payments shall not include the Airport fees, rents, or charges paid to the City under this Agreement;

- monies separately stated and collected from customers for refueling of vehicles;

- proceeds from the disposal of the Concessionaire's owned equipment, vehicles sold wholesale or fixtures approved for removal by the Director;

- monies collected from customers for vehicles dropped at the Customer Service Facility and originally rented at another airport to which the Concessionaire pays a concession fee;

- credits for refunds to customers for sales made at the Customer Service Facility; and

- rental of any vehicle to local residents or other customers who did not arrive at the Airport by airplane within 24 hours prior to the rental, and was not transported from the Airport by the Concessionaire or by others to the Concessionaire's Customer Service Facility, together with a statement (which shall be included in the rental agreement or attached thereto) completed and signed by such customer in the following form:

I hereby certify that I did not arrive by airplane at Lambert - St. Louis International Airport within 24 hours prior to renting the vehicle described in this agreement and that I was not transported from the Airport by the rental car company, or by others, to the rental car company's Customer Service Facility.

_____
Signature

_____
Printed Name

_____
Date

"Ground Transportation Rules and Regulations" shall mean the Airport's Commercial Ground Transportation Rules and Regulations as adopted by the City and as may be amended from time to time in the future.

"Improvements" shall mean all construction and fixtures built or erected by the Concessionaire, and forming a part of and which are permanently affixed or attached to any portion of Airport real property or improvements.

"On-Airport Passenger Vehicle Rental (PVR) Concession" shall mean a concession that serves the public through the provision of on-airport passenger vehicle rental services.

"Premises" shall mean a location or locations described in Section 201 that have been designated by the City for the operation of Concessionaire's PVR concession, and for other uses provided specifically herein.

"Removable Fixtures" shall mean all furnishings, equipment and fixtures installed by the Concessionaire, that are not permanently affixed to any wall, floor or ceiling in the Premises.

ARTICLE II

PREMISES

Section 201. Premises. City hereby grants the use of and requires the Concessionaire to use at the Airport the Counter Areas and the Curbside Passenger Pick-Up / Drop-Off Spaces as described on the Exhibit "A" attached hereto and made a part hereof in the Concessionaire's operation of its customer service counter. The rights granted in Section 301 hereof must only be exercised on the Premises and at the Customer Service Facility.

The Director shall have the right to add, substitute, relocate or delete portions of the Premises upon reasonable notice to the Concessionaire. The City will not be liable or responsible for any loss whatsoever, including without limitation, any inconvenience or loss by the Concessionaire of work time, profit or business resulting from these changes to the Premises.

The Director may, however the Director shall bear no obligation to, reallocate the Curbside Passenger Pick-Up / Drop-Off Area(s) on June 1 of Contract Years Two (2) through Five (5), based on the Concessionaire's prior contract year's concession fees paid to the City in relation to the total concession fees paid by all PVR concessionaires, if the change in concession fees amongst any of the PVR concessionaires is five (5) percentage points or more.

The Counter Area lines of demarcation between the Concessionaire and other concessionaires or tenants shall be determined by the Director.

The City will not provide a ready / return or a service area for the Concessionaire's use during any part of the term of this Agreement.

Section 202. Access. Subject to and in accordance with the terms, covenants and conditions of this Agreement, the Concessionaire shall have the right of free access, ingress to and egress from the Premises for the Concessionaire's employees, agents, guests, patrons and invitees.

ARTICLE III

CONCESSION RIGHTS

Section 301. Rights. City hereby grants to the Concessionaire the right, license and privilege to operate a nonexclusive PVR concession at the Airport subject to and in accordance with all of the terms, covenants and conditions of this Agreement during the term of this Agreement. The following activities are inclusive of these rights:

The right to transact rental services only within the Premises and at the Customer Service Facility, including the provision of a customer service counter, the sale of loss and collision damage waiver, personal accident insurance, and such other insurance products and customer services including infant car seats and telecommunications devices used only for rental vehicles.

The Concessionaire will be required to pay installation, maintenance and operating charges for direct telephone lines on the telephone boards in the Main Terminal, East Terminal and roadway pick-up areas. In addition, the Concessionaire will finance and operate shuttle vehicles for the purpose of transporting customers between the Main Terminal and East Terminal and the Concessionaire's Customer Service Facility. The Concessionaire shall comply with and all shuttle vehicles of the Concessionaire will be governed by and subject to the Airport's Ground Transportation Rules and Regulations, as may be amended from time to time.

Section 302. Limitation of Rights. The Concessionaire is not granted the right to offer for sale any merchandise, vehicles, or other services, or engage in any other business or commercial activity on the Airport that is not specifically granted under this Agreement. If any services or products, other than those specifically mentioned in Section 301 are offered for sale by the Concessionaire, the Concessionaire will cease and desist from any further sale or provision thereof immediately and not later than upon receipt of written notice from the Director.

Concessionaire shall not engage in advertising or provide an area for the distribution of advertisements on behalf of any company other than itself. City shall be the sole judge whether the conduct of Concessionaire's representative in the solicitation of business constitutes a violation of this paragraph, and upon notice from the City, Concessionaire shall forthwith take all steps necessary to

eliminate the undesirable condition.

This Agreement grants no real or implied rights to any concession privileges on the Airport other than in the designated areas.

ARTICLE IV

LEASE TERM

Section 401. Term. The term of this Agreement shall consist of five (5) years commencing on January 1, 2004, and ending December 31, 2008, unless sooner terminated in accordance with other provisions of this Agreement.

Section 402. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. The Concessionaire covenants and agrees that at the expiration date of the term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises, which in accordance with Section 708 shall be restored to original condition, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Premises with or without due process of law.

ARTICLE V

FEES AND RENTALS

Section 501. General. The Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession fees set forth below in Sections 502, 503, 506 and 511 and the utilities described in Section 804 of this Agreement, without demand during the term of this Agreement.

Section 502. Space Rental Payment. The Concessionaire shall pay to the City from the first month of the term through the last month of the term, an annual per square foot rental rate for Counter Area in the Main Terminal equal to the City's actual expense of providing and maintaining the space as computed by the City plus fifteen percent (15%). This rental rate shall be adjusted on an annual basis beginning on July 1 of each calendar year.

Section 503. Concession Fee Payments.

A. The Concessionaire agrees to pay to City for Contract Years One through Five a sum equal to the greater of the Minimum Annual Guarantee as set out below for each Contract Year or ten percent (10.0%) of Gross Receipts.

Contract Years	Minimum Annual Guarantee
Year 1	$285,000.00
Year 2	$286,000.00
Year 3	$285,000.00
Year 4	$286,000.00
Year 5	$288,000.00

B. The Minimum Annual Guarantees shall be reduced by a maximum of twenty-five percent (25%) should originating/destination ("O&D") enplaned passengers fall by at least twenty-five percent (25%) or more in a one year period after Contract Year One. The base year for O&D enplanement comparisons is Contract Year One. O&D enplanement numbers used for comparisons shall be taken from the statistics recorded by the City. This adjustment shall be subject to the following limitations: (1) this adjustment will take effect in the Contract Year immediately following the Contract Year in which the entire twenty-five percent (25%) reduction in O&D enplanements is attained, (2) this adjustment applies only to Contract Years subsequent to the entire twenty-five percent (25%) decline in O&D enplaned passengers and (3) this adjustment will be offset proportionally to one hundred percent (100%) of the applicable Contract Years' Minimum Annual Guarantees for Contract Years following the year in which O&D enplanements increases above seventy-five percent (75%) of Contract Year One O&D enplanements.

An example of this adjustment is as follows. O&D enplanements in Contract Year Three decrease to sixty-five percent (65%) of Contract Year One O&D enplanements. This will cause a maximum of a twenty-five percent (25%) reduction in the Minimum Annual Guarantee for Contract Year Four. O&D enplanements in Contract Year Four then increase to

eighty-five percent (85%) of Contract Year One O&D enplanements. This will cause the Minimum Guarantee for Contract Year Five to increase to one hundred percent (100%) of the Minimum Annual Guarantee for Contract Year Five.

Section 504. Payment. Payments for each month of the Contract Years shall consist of (a) paid in advance on or before the first day of each month an amount equal to 1/12 of the annual rental for the Counter Area for the applicable calendar year, (b) paid in advance on or before the first day of each month an amount equal to 1/12 of the Minimum Annual Guarantee for the applicable Contract Year and (c) paid on or before the 20th day of the second and each succeeding month an amount equal to the Percentage Fee for the preceding month which exceeds the Minimum Annual Guarantee for the applicable Contract Year. (See Section 506 Unpaid Rent and Fees for the amount of any applicable service charge).

Section 505. Reports.

A. The Concessionaire shall submit to the City by the 20th day of the second and each succeeding month of the Contract Years hereof, one copy of an accurate statement of Gross Receipts. The final statement of Gross Receipts will be due by the 20th day of the month following expiration of this Agreement. The Concessionaire shall report Gross Receipts, and the computation of Gross Receipts, on the form approved by the Director. The City reserves the right to use these statements of Gross Receipts as a source of information to bidders in a future solicitation for bids for this concession.

B. On the form approved by the Director for the submission of each monthly statement of Gross Receipts, the Concessionaire shall state the number of rental transactions. The City shall use said reports to determine traffic flow for planning and other management purposes.

C. The Concessionaire shall submit an audit report of Gross Receipts within one hundred twenty (120) days following the conclusion of each Contract Year. These audit reports must be prepared by an independent Certified Public Accountant licensed to do business within the state of Missouri. The audit reports shall at a minimum certify the accuracy of (i) reported total accumulated Gross Receipts, (ii) the calculation of the total amount payable to the City based upon the Percentage Fee, and (iii) the aggregate amount of Gross Receipts and/or goods and services attributable to DBE participants. The audit reports shall also include a schedule showing the total of actual payments to the City during the Contract Year and shall state an opinion as to the correctness of the computation of Gross Receipts without exception.

   If through such audit report it is established that additional fees are due the City, the Concessionaire shall pay such additional fees to the City not later than fifteen (15) days after completion of such statement and receipt of written notice from the Director. If it is established that the Concessionaire has overpaid the City, then such overpayment from the Concessionaire shall be credited to the fees and charges next thereafter due from the Concessionaire or paid to Concessionaire after the last Contract year.

D. Within thirty (30) days after the close of each Contract Year, except the last Contract Year, the Concessionaire shall provide the City with an estimate of projected monthly Gross Receipts for the subsequent Contract Year.

E. Delivery of an audit report containing a qualified opinion, an adverse opinion or a disclaimer of opinion as defined in the Statement on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default pursuant to Section 1101 (B) (10) herein.

Section 506. Unpaid Rent and Fees. All unpaid rent and fee payments due the City hereunder will bear a service charge of one-and-a-half percent (1½%) per month if same is not paid and received by the City on or before the 20th of the month in which said payments are due, and the Concessionaire agrees that it will pay and discharge all costs and expenses including attorneys' fees incurred or expended by the City in collection of said delinquent amounts due including services charges.

Section 507. Performance and Payment Bond. Concessionaire agrees to furnish a Performance and Payment bond in a form acceptable to City in the principal amount of $144,000.00 before the Concessionaire performs any work under this Agreement. Such bond, or other form of security, shall remain in full force and effect throughout the term of this Agreement and shall extend sixty (60) days following the expiration or early termination of this Agreement. In the event that said bond should expire prior to expiration or early termination of this Agreement, Concessionaire covenants and agrees to provide City a renewal bond sixty (60) days prior to expiration date of the expiring bond. Such bond will guarantee the payment of all Fees and performance of all other terms, covenants and conditions of this Agreement. The bond will be in the form of standard commercial guaranty bond running to City, written by a surety company authorized to do business in Missouri and (1) having a "Best" key rating of not less than A and with

a "Best" Financial Size Category of not less that Class VIII and (2) shown on the most recent U.S. Treasury Circular No. 570 as having an "underwriting limitation" of at least the amount of the penal sum of the bond. The bond will be kept in full force and effect during the term hereof. City may agree to another form of deposit which will provide equal protection of City's interest. If City cashes the bond or other form of deposit, Lessee agrees to furnish a replacement bond or other form of deposit in the same principal amount within fifteen (15) days.

Section 508. Prompt Payment of Taxes and Fees. The Concessionaire covenants and agrees to pay promptly all lawful general taxes or payments in lieu of taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport or under this Agreement, and further covenants and agrees not to permit any of said taxes, payments, assessments, fees and charges to become delinquent.

Section 509. Accounting Records and Reports. During the term hereof the Concessionaire will make available in the St. Louis area true, accurate, complete and auditable records of all business it conducts at the Airport. The Concessionaire will make same records available in the St. Louis area for one year following the termination of this Agreement. These records will be accessible during usual business hours to the City or it's duly appointed agents or auditors. The Concessionaire is not required to maintain its records in the St. Louis area, as provided above, if it agrees to pay for all costs associated with conducting audits performed by the City at the Concessionaire's place of records.

Section 510. Audit. City or its designated agent reserves the right to audit Concessionaire, its subcontractors or others doing business under this Agreement, books and records and receipts at any time for the purpose of verifying the Gross Receipts hereunder. If as a result of such audit(s), it is established that additional fees or charges are due the City, the Concessionaire shall pay such fees or charges to the City not later than fifteen (15) days after completion of such audit and written notice by the Director. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between Gross Receipts reported by the Concessionaire and Gross Receipts determined by the audit, the cost of the audit shall be borne by the Concessionaire.

Section 511. Additional Fees, Charges and Rentals. The Concessionaire will pay additional fees, charges and rentals under the following conditions:

A. if the City has paid any sum(s) or has incurred any obligation(s) or expense(s) for which the Concessionaire has agreed to pay or reimburse the City, or

B. if the City is required or elects to pay any sum(s) or incur any obligation(s) or expense(s) because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of the terms, covenants or conditions of this Agreement.

Such payments will include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees, charges and rental thereafter due hereunder. Each and every part of such payment will be recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic fees, charges and rentals, as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum(s) by the City for any work done or material furnished will be prima facie evidence against Concessionaire that the amount of such payment was necessary and reasonable.

Section 512. Notice, Place and Manner of Payment. Payments will be made in legal tender of the United States at the Office of the Director at the Airport, or at such other place in the City of St. Louis, Missouri as the Director may hereafter notify Concessionaire.

ARTICLE VI

CONCESSIONAIRE' S OPERATIONS

Section 601. Standards of Service. The Concessionaire warrants, represents, covenants and agrees to meet the City's objectives as set out in the preamble hereof. The Concessionaire shall furnish a first-class PVR concession serving the needs of all users of the Airport by offering prompt and efficient services that are adequate to meet all reasonable demands thereof. All categories of users will be treated on a fair, equal and nondiscriminatory manner that will reflect credit upon the Concessionaire and the City. The Concessionaire shall provide quality services managed efficiently in a clean, attractive and pleasant atmosphere.

A. The Concessionaire shall offer for rent vehicles not more than two (2) model years old consisting of full-size, mid-size, compact and subcompact models in such numbers as to meet reasonably foreseeable demands of the traveling public. All vehicles shall be maintained, at Concessionaire's expense, in good and safe operating order, free from any known mechanical defects, and be in clean neat and attractive condition both inside and out.

B. Operator may offer for rental antique, vintage, classic or other luxury or prestige automobile or handicapped operated vehicles of good quality, free from any known defect and clean and attractive both inside and out. The City shall have the right to prohibit Concessionaire from offering for rental any vehicle which City reasonably determines not to meet the standards in 601 (A) above.

C. Concessionaire shall provide the following services for its customers at the Airport: (i) accept at least three (3) nationally recognized credit cards for payment of automobile rental, (ii) provide for a national reservation system readily available to customers who reside in any state, (iii) provide for one way rentals to or from any location within a seven hundred fifty (750) mile radius of the Airport, (iv) make available bodily injury and property damage liability as primary coverage and not as excess of customers personal liability coverage.

Section 602. Hours of Operation. The hours of operation for serving the public shall be from the earlier of one hour before the first departure or the time of the first arrival until the later of one hour after the last arrival or the time of the last departure, seven (7) days per week. Concessionaire must monitor flight activity and adjust its hours of operation to accommodate late arriving flights. Counter hours will conform to hours of operation. The Concessionaire may not change the hours of operation without written application to and the written approval of the Director. The Director may require the Concessionaire to change its hours of operation to reflect changing operational circumstances at the Airport.

Section 603. Pricing. The Concessionaire shall charge fair, reasonable and nondiscriminatory prices that are attractive to the public and substantially similar to the prices charged by on-airport concessionaires at airports of comparable passenger enplanements. The Concessionaire shall comply with all applicable rules and regulations of the Federal Trade Commission and other government agencies.

Section 604. Promotion. The Concessionaire covenants that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it hereunder.

The Concessionaire shall not divert or cause or allow any business to be diverted from the Airport by referral or any other method. Any action taken by the Concessionaire to induce its patrons to rent or receive vehicles in such a manner and at such places so as to diminish the Gross Receipts of the Concessionaire under this Agreement shall constitute a material breach hereof and a cause for the termination of this Agreement by the City.

Section 605. Personnel.

A. The Concessionaire shall maintain a sufficient number of trained personnel on duty at all times to insure that Concessionaire's customers will receive prompt and courteous service at all times. The Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms and badges to indicate the fact and nature of their employment. The Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of this PVR concession. The Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules and regulations. The Concessionaire's oral solicitation of business at the Airport shall be confined to the Premises. The Concessionaire shall prohibit and restrain its agents, servants and employees from loud, noisy, boisterous or otherwise objectionable behavior. Upon objection from the Director concerning the conduct or appearance of any such persons, the Concessionaire shall immediately take all steps necessary to remove the cause of the objection.

B. The Concessionaire, at its cost, acknowledges and agrees that it will conduct employee background checks of each of its personnel if required by the Federal Aviation Administration (FAA) and/or the Airport. The Concessionaire recognizes and agrees that security requirements may change and the Concessionaire agrees that it will comply with all such changes throughout the term of this Agreement.

The Concessionaire understands and agrees that fines and / or penalties may be assessed by the Federal Aviation Administration for the Concessionaire's noncompliance with the provisions of 14 CFR § 107 (1988) as amended or other applicable laws or regulations. The Concessionaire shall promptly reimburse the City for any fines or penalties paid by the

City due to Concessionaire's noncompliance with said laws or regulations.

Section 606. Manager. The Concessionaire shall at all times retain one or more qualified, competent and experienced manager(s) who shall manage and supervise the operations and the facilities and represent and act for the Concessionaire. The manager(s) shall ordinarily be available during regular business hours. A responsible subordinate shall be in charge and available at all times during the manager's absence.

Section 607. Conflicts. The Concessionaire shall monitor the movement of its vehicles to minimize conflict with other functions and users of the Airport and shall coordinate its use of the Airport with other users.

Section 608. Record Keeping. The Concessionaire agrees to provide a system for the collection of all monies and provision of accounting, audit and statements of Gross Receipts as required by Article V of this Agreement. This system shall be capable of providing comprehensive records, in a format acceptable to the Director, of daily, monthly and annual sales of the Concessionaire and DBE participant(s) under this Agreement (these records are to be retained by the Concessionaire). The Concessionaire must also maintain records that document, in a format acceptable to the Director, the purchase or lease of goods and services attributable to DBE participants.

Section 609. Transition Period. If applicable, during any future transition of the PVR concession to another concessionaire, the incumbent Concessionaire shall use its best efforts to assure a smooth transition and agrees to closely coordinate the planning and execution of the transition with the Director.

Section 610. Operation.

A. The Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, the Concessionaire will provide and be responsible for all employees and necessary components of the operation, including inventory, fixtures, equipment and supplies. The Concessionaire shall provide and maintain the rental vehicles made available hereunder at the Concessionaire's sole expense, in good operative order, free from known mechanical defects and in a clean, neat and attractive condition inside and outside.

B. The City shall not be responsible for any vehicles, supplies, fixtures or equipment used, maintained or stored on the Premises or at the Customer Service Facility, nor will it be responsible for damage to such items resulting from flood, fire, explosion, vandalism or other causes outside the control and responsibility of the City.

C. Concessionaire will be responsible for removing its vehicles from the parking facilities owned by the City on a daily basis and will pay all applicable parking fees.

Section 611. Communication.

A. The Concessionaire's local manager shall schedule monthly or quarterly meetings (at the Properties Department's discretion) with the appropriate representative of the Airport Properties Department to discuss sales and any other relevant issues which may affect the Concessionaire's operation at the Airport. The Concessionaire shall also be available for meetings at other times as necessary.

B. The Concessionaire shall be responsible for notifying the Airport Properties Department of any problem that reduces service or sales levels or in any way impairs the Concessionaire's operation. The Airport will make every reasonable effort to assist in eliminating such problems.

Section 612. Customer Complaints. Concessionaire will establish procedures for handling all customer complaints. Concessionaire will respond in writing to every complaint, written or oral, within seven (7) calendar days of the complaint and will make good faith efforts to explain, resolve or rectify the cause of the complaint. Concessionaire will provide the Director with a summary of their customer complaints and their resolution at a time and in a manner acceptable to the Director. Concessionaire will provide the Director with specifics of any complaint that has not been reasonably and satisfactorily resolved.

ARTICLE VII

IMPROVEMENTS AND ALTERATIONS

Section 701. Construction by the Concessionaire.

A. The Concessionaire takes the Premises in the Main Terminal "AS IS" and shall, at the Concessionaire's sole cost and expense, improve the Premises, including installation of new counter, back wall and other finishes in the Counter Area prior as soon as possible, but not later than February 29, 2004.

All improvements shall be constructed by the Concessionaire in accordance with plans prepared by the Concessionaire and approved by the Director subject to the requirements of this Article VII.

B. The Concessionaire agrees that all such work shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director.

Section 702. Preparation of Plans and Specifications. The Concessionaire shall submit detailed drawings, plans and specifications for improving and equipping the Premises. The Concessionaire will begin work on proposed construction only after it has received the written approval of its plans and specifications from the Director.

Section 703. Contractor's Liability Insurance. In any contract that pertains to improving and equipping the Premises, Concessionaire shall require the contractor to cause St. Louis County, the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, a combined single limit of not less than $2,000,000 for bodily injury and property damage and include the City as an Additional Insured. Said insurance shall be in a form agreeable to the City, and certificates showing proof of coverage shall be delivered to the Director for approval before any constructing, improving or equipping of Premises commences.

Section 704. Performance and Payment Bonds. The Concessionaire shall require each of its contractors and suppliers of construction materials to furnish Performance and Payment Bonds in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo 1994 as amended. Copies of the bonds shall be given to the Director for approval before work begins. Any sum(s) derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers, as the case may be.

Section 705. Mechanics' and Materialmen's Liens. The Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien to be foreclosed upon the Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

Section 706. Certificates of Completion. Upon the completion of the improvements hereunder, the Concessionaire shall submit to the Director a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Concessionaire.

Section 707. Signs.

A. The Concessionaire shall not erect, maintain or display any signs on the Premises without the prior written approval of the Director. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, the Concessionaire shall have the right to install such advertising and identification signs as may be necessary for the proper conduct of PVR services as contemplated hereunder. The Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises.

B. The Concessionaire shall be responsible for the cost of any new signs or modifications to Airport directories and other existing signs, including sign systems required by the Director. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 707 and the Tenant Design Standards.

C. Prior to the erection, construction or placement of any sign, the Concessionaire shall submit to the Director for approval

all drawings, electrical details, sketches, designs, elevations, mounting details and dimensions of such signs. Any conditions, restrictions or limitations with respect to the use thereof as stated by the Director in writing shall become conditions of the Agreement.

D. The Concessionaire shall not obstruct its counter space with advertising matter, displays or other literature not directly pertaining to PVR services. The Concessionaire shall not place any signs outside of the Premises.

Section 708. Title to Improvements and Fixtures. All improvements constructed or placed in the Premises by the Concessionaire that are not Removable Fixtures, as well as all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting in the City upon expiration or earlier termination of this Agreement. This vesting of title is subject, however, to the Concessionaire's obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the term and in accordance with this Agreement.

All Removable Fixtures shall remain the property of the Concessionaire, and shall be removed by the Concessionaire at date of expiration or termination of this Agreement. Within sixty (60) days of the commencement of the operation in the Premises, a list of such Removable Fixtures shall be submitted in writing to the Director by Concessionaire for the Director's approval, and such list shall be periodically updated by Concessionaire.

The City reserves the right and the Concessionaire agrees that the Director may require the Concessionaire to remove any or all Improvements and structures and restore the Premises to their original condition at the time the Concessionaire took possession of the Premises. The Concessionaire agrees to bear all costs of such removals and restorations.

ARTICLE VIII

USE OF PREMISES

Section 801. Compliance with Laws and Regulations.

The Concessionaire shall comply with all Rules and Regulations which the Director may establish from time to time, including the Airport's Ground Transportation Rules and Regulations. In addition, the Concessionaire shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Premises or to any adjoining public ways, as to the manner of use or the condition of the Premises or of adjoining public ways.

Section 802. Repairs and Maintenance. The Concessionaire will provide and pay for all repairs and maintenance of the Premises, except the following which shall be the responsibility of the City:

A. The structural components of the terminal buildings.

B. The utility system up to the Concessionaire's point of connection, except where the utility systems are owned or controlled by the utility companies.

The Concessionaire will perform the following functions as part of its responsibilities in the repair and maintenance of the Premises. The following list includes certain functions, but the Concessionaire's responsibilities are not limited to those functions:

A. Perform daily custodial services.

B. Keep all its equipment and fixtures in good repair and appearance.

C. Keep premises free from all fire and other hazards to persons and property and furnish and maintain adequate portable fire protection equipment.

D. Repair all damage to the Premises and the Airport when such damage results from the careless or negligent acts of the Concessionaire or the Concessionaire's employees or agents.

E. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director applicable to all Airport tenants. Such standards may require the use of special devices

including, but not limited to special containers, compactors and disposal systems. The Concessionaire agrees to promptly provide and install such devices and to abide by all standards.

F. Confine all handling and holding of the Concessionaire's property to the Premises.

G. Keep all papers and debris picked up daily from the Premises.

H. Keep Premises free of all pests and provide pest control services as needed.

I. No storage will be permitted on the exterior areas of the Premises.

The Director may temporarily or permanently close any roadway or other right-of-way for access to the Premises, so long as another means of access is provided. The Concessionaire understands and agrees that there may be inconveniences caused by construction or renovations of the Airport, and the Concessionaire hereby releases and discharges the City from any and all inconvenience claims, liability or causes of action arising out of or incidental to the closing of any right-of-way, including without limitation loss of profit or business incidental, consequential, or special damages.

Section 803. Right to Enter, Inspect and Make Repairs. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Concessionaire's operations as is reasonably practicable) to enter upon and in the Premises for the following purposes:

A. To inspect such Premises to determine whether the Concessionaire has complied and is complying, with the terms, covenants or conditions of this Agreement.

B. In the event the Concessionaire is obligated but has failed to perform maintenance and make repairs after the City has given the Concessionaire notice to do so, the Concessionaire shall promptly reimburse the City for the cost thereof plus an overhead charge of fifteen percent (15%).

C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.

D. To gain access to the Premises in order to perform studies, inspections, assessments, environmental inspections or assessments, etc.

Section 804. Utilities. The City has provided and paid for heated and chilled medium up to, but not into the Counter Area. The City shall provide a main electric panel from which the Concessionaire shall obtain electricity at a cost based upon metered usage. The Concessionaire shall be responsible for the cost of electric meters and sockets and all connections to and within the Premises. The Concessionaire shall be responsible for any needed modification or upgrade in electrical supply, heating or cooling caused by increased lighting or other changes to the Premises made by the Concessionaire.

The Concessionaire shall pay for all costs of other utilities, including but not limited to deposits, installation costs, connection charges, meter deposits and all service charges for telephone and other utility services metered directly to the Premises, regardless of whether or not such utility services are furnished by the City or a utility service company.

If required by building codes or other regulations, the Concessionaire shall pay for the cost of installation of fire detection and suppression distribution equipment in the Premises. The Concessionaire shall pay for the connection of fire detection equipment up to City provided z-tie boxes. The Concessionaire shall pay for the connection of fire suppression equipment up to City provided sprinkler mains and tamper switches.

The City shall not be liable to the Concessionaire for damages or any losses for the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service. The Concessionaire does hereby release and discharge the City from any and all inconvenience, claims or cause of actions arising out of or incidental to such interruption, including, without limitation, loss of profit or business or incidental, consequential, or special damages.

Section 805. Interference to Air Navigation. The Concessionaire warrants, represents, and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation regulations or

subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain on the Premises. Any obstructions will be immediately removed by the Concessionaire at its expense. The Concessionaire further warrants, represents and agrees not to install any structures, objects, machinery or equipment that would interfere with the operation of navigation aides, the safe and efficient operations of the Airport, or the operations of other tenants and users of the Airport.

ARTICLE IX

LOSS OF AND LIABILITIES PERTAINING TO PREMISES

Section 901. Liability Insurance. The Concessionaire, at its expense and, at all times during the term hereof, shall cause St. Louis County, the City, the Board of Aldermen, the Airport Commission, the officers, agents and employees of said entities and the Concessionaire to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to have arisen out of the activities of the Concessionaire, its officers, agents, employees, and independent contractors pursuant to this Agreement, whether on or off of the Premises or the Airport, under the following types of coverage:

A. Commercial General Liability;

B. Automobile Liability (all vehicles, including hired and non-owned).

The minimum limits of coverage for the above classes of insurance shall equal a single limit of $3,000,000 comprised of such primary and excess policies of insurance as the Concessionaire finds feasible to purchase during the term of this Agreement.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, the City and its Board of Aldermen, Airport Commission, officers, agents, and employees shall be named as an Additional Insured. Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of the Concessionaire, its officers, agents, employees, consultants, contractors, licensees, invitees and independent contractors. In addition, such insurance shall include contractual liability sufficient to cover concessionaires indemnity obligation hereunder. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City and its Board of Aldermen, Airport Commission, officers, agents and employees as an Additional Insured is not intended to, and shall not make the City a partner or joint venturer with the Concessionaire in its operations hereunder.

Concessionaire will maintain, and upon request furnish evidence to City, adequate provisions for workers compensation insurance, Social Security and Unemployment Compensation in at least statutory limits to the extent such provisions are applicable to Concessionaire's operations hereunder.

Section 902. Property Insurance. The Concessionaire will provide fire, lightening, extended coverage and other related insurance coverage for the full value of the Improvements and equipment existing or installed on the Premises.

Section 903. Damage or Destruction of Terminal. The building in which the Premises are located will be insured by the City under a policy of fire and extended coverage.

If the building is destroyed or damaged to such an extent as to be economically irreparable, the City may terminate this Agreement by written notice to the Concessionaire. All rental payments will cease as of the date of the destruction or damage.

If the building is repairable, the City will begin such repairs as soon as is practicable. Rental payments on untenable portions will cease as of the date of the damage. Rental payments will continue to be due on the tenantable areas. The City will attempt to find temporary facilities for use by the Concessionaire during the repairs and the Concessionaire will pay rental for the temporary facilities. City will not be liable or responsible for any losses of any kind whatsoever, including, without limitation, any inconvenience or loss by Concessionaire of business or profit resulting from such damage or any incidental, consequential, or special damages.

Section 904. Evidence of Insurance. Certificates or other evidence of insurance coverage required of the Concessionaire in this Article IX shall be delivered to the Director in form and content satisfactory to the City.

At least fifteen (15) days prior to the expiration of any such policy, the Concessionaire shall submit to the Director a certificate

showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, the Concessionaire shall within fifteen (15) days after the date of such written notice from the insurer of such cancellation or reduction in coverage file with the Director a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by the City and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving thirty (30) days written notice to the Director.

Section 905. Conditions of Default. This Agreement shall be considered in default when the Concessionaire fails to comply with any term, covenant or condition of this Agreement. Said default shall constitute a material breach hereof and shall be cause for the termination of the Agreement by the City.

Section 906. Indemnification. The Concessionaire shall protect, defend, and hold St. Louis County, the City, the Board of Aldermen, the Airport Commission, and officers, agents and employees of said entities, completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever, arising out of or incident to, this agreement and/or the use or occupancy of the Premises and/or the acts or omissions of the Concessionaire's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City of St. Louis. The Director or his/her designee shall give to the Concessionaire reasonable notice of any such claims or actions. The Concessionaire shall also use counsel reasonably acceptable to the City Counselor of the City of St. Louis or his/her designee, after consultation with the Airport Director or his designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

Section 907. Adjustment of Claims. The Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Concessionaire under this Agreement.

Section 908. Occupancy of Premises. The Concessionaire accepts the Premises "AS IS". The Concessionaire agrees that it will not permit any act of omission or commission or condition to exist on the Premises which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

Section 909. Waiver of Subrogation. Concessionaire on behalf of itself and its insurers, hereby waives any claim or right of recovery from the City, its Board of Aldermen, Airport Commission, officers, agents and employees for any loss or damage to Concessionaire's officers, agents, or employees or its property or the property of others under Concessionaire's control, to the extent that such loss is covered by a valid insurance policy or could be covered by an "all risk" physical damage property insurance policy. Concessionaire shall provide notice of this waiver of subrogation to its insurer(s).

ARTICLE X

ASSIGNMENT AND SUBCONTRACTING

Section 1001. Assignment and Subcontracting.

A. The Concessionaire shall not assign or transfer this Agreement without the prior written approval of the City, as provided for in City Ordinance 63687, approved in 1996. At least ninety (90) days prior to any contemplated assignment of this Agreement, the Concessionaire shall submit a written request to the Director, along with a copy of the proposed assignment agreement. No assignment shall be made or shall be effective if the Concessionaire is in default on any of the other terms, covenants or conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the terms, covenants and obligations contained in this Agreement. The parties to this Agreement understand and agree that the Concessionaire is and shall remain responsible for the performance of its assigns under this Agreement. No assignment shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.

In the event there is an assignment of this Agreement by operation of law, the City shall be entitled within ninety (90) days after written notice thereof to exercise the City's option hereby given to end the term on a date which shall not be sooner than thirty (30) days after the date of such determination by the City. An assignment by operation of law, as the term is

used herein, shall include but not be limited to the vesting of the Concessionaire's right, title and interest in the Concessionaire's furnishings, Removable Fixtures, equipment, or the Concessionaire's interest in this Agreement, in a trustee in bankruptcy or in an assignee for the benefit of creditors or in a purchase thereof at a judicial sale or other involuntary or forced sale. It is the purpose of the foregoing provision to prevent the vesting in any such purchaser, referee, trustee, or assignee, any rights, title or interest in the City premises or any of the Removable Fixtures, except subject to the City's right to end the term.

B. The Concessionaire shall not sublet the Premises and/or subcontract or transfer any part of the services to be performed hereunder, except as may be necessary to comply with the DBE participation goal in Article XII of this Agreement. At least sixty (60) days prior to any contemplated subletting of the Premises or subcontracting of this Agreement, the Concessionaire must submit a written request to the Director. This request must include a copy of the proposed subcontract or sublease. Any sublease for space or subcontract for space or granting of rights acquired hereunder shall be subject to the review and written approval of the Director. Such sublease or subcontract, however, must require at a minimum: (1) strict compliance with all provisions of this Agreement; (2) a provision that the sublessee or subcontractor will use the facilities solely for the purposes identified in this Agreement; and (3) a provision ensuring that all concession services are available during the hours of operation required in Section 602 of this Agreement.

The parties understand and agree that the Concessionaire is responsible for the performance of its assignees, sublessees, and subcontractors under this Agreement. The Concessionaire agrees to initiate and take all corrective action should a subcontractor or sublessee fail to comply with its contract with the Concessionaire or any provision of this Agreement. There will be no reduction of the Minimum Annual Guarantee payable to the City during any such period of change-out or vacancy of a subcontractor or sublessee.

C. No subcontract, sublease, or other agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approval, subcontract, sublease or agreement as provided for above. Any such assignment or transfer or subcontract of services or the subletting of the Premises without the consent of the City, as provided for above, shall constitute a default on the part of the Concessionaire under this Agreement, and the City may terminate this Agreement as provided for in Section 1103. No action or failure to act on the part of any officer, agent or employee of the City shall constitute a waiver by the City of this provision.

ARTICLE XI

TERMINATION OF AGREEMENT IN ENTIRETY

Section 1101. The City's Right to Terminate. The City, acting by and through its Director, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof, upon the happening of any one or more of the following events. By example, but not by way of limitation, the following acts or omissions shall constitute a material breach of the Agreement justifying the termination of this Agreement in its entirety.

A. If the fees, charges, or other money payments which the Concessionaire herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.

B. If, during the term of this Agreement, the Concessionaire shall:

1. apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;

2. file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;

3. make a general assignment for the benefit of creditors;

4. file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;

5. file an answer admitting the material allegations of a petition filed against any said assignee or sub lessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement, an order, judgment or decree shall be entered by any court of competent jurisdiction; or the application of a creditor, adjudicating the Concessionaire as bankrupt or insolvent; or approving a petition seeking a reorganization of the

Concessionaire, and such order, judgment or decree, shall continue unstayed and in effect for any period of ninety (90) consecutive days;

6. fail to maintain the quality of services and prices to the satisfaction of the Director as required hereunder;

7. fail to prevent cessation or deterioration of service for a period which in the opinion of the Director, materially and adversely affects the overall performance of the Concessionaire under this Agreement;

8. allow a lien to be filed against the Concessionaire or any of the equipment or furnishings therein because of or resulting from any act or omission of the Concessionaire that is not removed or enjoined within thirty (30) days;

9. desert, vacate or discontinue all or a portion of its operation of the Premises that in the opinion of the Director results in a failure to provide the public and others the service contemplated hereunder;

10. fail in the performance of any term, covenant or condition herein required to be performed by the Concessionaire.

On the date set forth in the notice of termination, the term of this Agreement and all right, title and interest of Concessionaire shall expire, except as otherwise provided in Section 1103 hereof.

Failure of the City to take any authorized action upon default of any term, covenant or condition required to be performed, kept and observed by the Concessionaire shall not be construed to be or act as a waiver of default or in any subsequent default of any term, covenant or condition herein contained to be performed, kept and observed by Concessionaire. The acceptance of monies by the City from the Concessionaire for any period or periods after a default by the Concessionaire of any term, covenant or condition herein required to be performed, kept and observed by the Concessionaire shall not be deemed a waiver or estopping of any right on the part of the City to terminate this Agreement for failure by the Concessionaire to so perform, keep or observe any said term, covenant or condition.

Section 1102. The Concessionaire's Right to Terminate.

The Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof for the following causes:

A. If a court of competent jurisdiction issues an injunction or restraining order against the City preventing or restraining the use of the Airport for Airport purposes in its entirety or in substantial entirety.

B. If the City shall have abandoned the Airport for a period of at least sixty (60) days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers.

C. If the City shall have failed in the performance of any specific covenant constituting a material breach within the control of the City and required by this Agreement to be performed by the City.

Section 1103. Procedures for Termination. No termination declared by either party shall be effective unless and until not less than forty-five (45) days have elapsed after notice by either party to the other specifying the date and cause of termination, except for the Concessionaire's failure to make any payments or Performance and Payment Bond specified in Article V or provide any insurance coverage specified in Article IX. The effective date of termination shall be forty-five (45) days from the payment(s) due date with notice to the Concessionaire or thirty (30) days from the date the insurance coverage or Performance and Payment Bond is not provided with notice to the Concessionaire; and no such termination, except for termination for the Concessionaire's failure to make any payments or provide insurance or Performance and Payment Bond, shall be effective if the party at default (1) cannot by the nature of the default cure it within such forty-five (45) day period, (2) commences to correct such default within said forty-five (45) days and (3) corrects the same as promptly as is reasonably practicable.

In the event that suit shall be instituted by the City upon the default of payment of charges and fees as provided herein, then the Concessionaire agrees also to pay reasonable attorneys' fees, litigation fees, and court costs.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and the Concessionaire specified in this Article are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto or any other remedies otherwise available to the parties at law or in equity.

ARTICLE XII

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Section 1201. Compliance.

A. The Concessionaire agrees as a condition hereunder to meet a minimum DBE participation goal of not less than either (1) ten percent (10%) participation in the ownership, management and control of the business by the methods of participation allowed by DOT 49 CFR Part 23, Subpart F, or (2) ten percent (10%) participation through the purchase or lease of services or goods from certified DBEs. Both goals shall be measured as a percentage of total Gross Receipts. These goals remain in effect throughout the term of the Agreement and credit toward the DBE goal will only be given for the use of Airport Authority certified DBEs.

The Concessionaire submitted at the time of bid evidence that it completed the applicable good faith efforts procedure specified in the PVR bid specifications.

B. If these good faith efforts resulted in the fulfillment of the DBE goal, the Concessionaire will not be required to perform additional good faith efforts, except in the event that the Concessionaire's DBE participation fails to continue to meet the goal or comply with the applicable federal regulations. In the event the Concessionaire's DBE participation fails to continue to meet the goal or comply with applicable federal regulations, the Concessionaire will be required to perform the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following the loss of DBE participation and continue at intervals of not less than twelve (12) months, or until the DBE goal is reached by the Concessionaire.

C. 1. If these good faith efforts did not result in fulfillment of the DBE goal, the Concessionaire must again complete the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following commencement of the term of this Agreement and continue at intervals of not less than twelve (12) months, or until the DBE goal is reached by the Concessionaire.

2. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, Subpart F. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

The Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

3. The Concessionaire shall operate its PVR concession in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 23, as applicable, and as said regulations may be amended or new regulations promulgated. The Concessionaire shall also comply with any City of St. Louis executive order, resolution or ordinance enacted, now or in the future, to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, the City shall have the right to terminate this Agreement.

ARTICLE XIII

LIQUIDATED DAMAGES

Section 1301. Liquidated Damages. Concessionaire recognizes and hereby agrees and stipulates that the City will lose revenue and/or incur certain cost or expense, the amounts of which are difficult to ascertain, if Concessionaire violates any of the terms, covenants or conditions enumerated below. Therefore, the Concessionaire agrees and stipulates that the Director, on behalf of the City, may elect after written notice to the Concessionaire of said violation to impose the charges set forth below as liquidated damages on the basis of each violation per day:

VIOLATION	SECOND VIOLATION	THIRD VIOLATION
Violation of Article III, Rights, Limitation of Rights	$100.00	$500.00
Violation of Article VI, Concessionaires Operations	$100.00	$500.00
Violation of Article VII, Improvement and Alterations	$100.00	$500.00
Violation of Article VIII, Use of Premises Clause	$100.00	$500.00

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Notice. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, 10701 Lambert International Boulevard, P.O. Box 10212 Lambert Station, St. Louis, MO 63145. All notices, demands, and requests by the City to the Concessionaire shall be sent by certified mail, return receipt requested addressed to:

President
Missouri Rental & Leasing,
d/b/a Dollar Rent A Car
4358 Cypress Rd.
St. Louis, MO 63074

A copy of all notices shall also be mailed to the Airport Business and Marketing Manager at the same address.

Either or both parties may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to the Concessionaire or said Director.

Section 1402. Non-Discrimination and Affirmative Action Program.

A. The Concessionaire hereto understands and agrees that the City in the operation and use of Lambert-St. Louis International Airport will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 21 of the Federal Aviation Regulations of the Office of the Secretary of Transportation. The Concessionaire hereby agrees that his premises shall be posted to such effect as required by said regulations.

B. The Concessionaire agrees that in performing under this Agreement, neither he nor anyone under his control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry. The Concessionaire will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. Such action must include, but shall not be limited to the following: actions to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training, including apprenticeship.

C. The Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of the Concessionaire state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". The Concessionaire shall not make inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.

D. The Concessionaire agrees that should it be determined by the Concessionaire or the City that he will be unable to conform to his approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the City Code, he will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within ten (10) days of such determination to ascertain the steps to be taken by the Concessionaire to achieve the provisions of his program.

E. The Concessionaire will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

F. The Concessionaire further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by the Concessionaire in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, including all labor organizations who may furnish skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.

G. Whenever the Concessionaire is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, the Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

H. The Concessionaire will establish and maintain for the term of this Agreement an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment. The City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.

I. The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Concessionaire 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 this subpart. The Concessionaire assures that it will require that its covered sub organizations provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 1403. No Personal Liability. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

Section 1404. Force Majeure. Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

Section 1405. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

Section 1406. Quiet Enjoyment. Subject to the provisions of the Agreement, the City covenants that the Concessionaire on paying the rentals and otherwise performing its covenants and other obligations hereunder shall have quiet and peaceable possession of the Premises.

Section 1407. Operation and Maintenance of the Airport. The City shall at all times operate the Airport properly and in a sound and economical manner; and the City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

Section 1408. Title to the Site. The Premises from the date hereof until the termination of this Agreement shall be owned in fee simple title by the City or in such lesser estate as in the opinion of the
City Counselor is sufficient to permit the letting thereof by the City as herein provided for the full term provided in this Agreement.

Section 1409. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act, as it has been amended from time to time.

Section 1410. Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires modifications or changes to this document as a condition precedent to granting of funds for the improvement of the Airport, the Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable the City to obtain said Federal Aviation Administration funds.

Section 1411. Governing Law. This Agreement shall be deemed to have been made and be construed in accordance with the laws of the State of Missouri, and is subject to the City Charter and ordinances.

Section 1412. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 1413. Amendments. This Agreement may be amended from time to time by written agreement, duly authorized and executed by representatives of all the parties hereto.

Section 1414. Previous Agreements. It is expressly understood that the terms and provisions of this Agreement shall in no way affect or impair the terms, obligations or conditions of any existing or prior agreement between the Concessionaire and the City.

Section 1415. Required Approvals. When the consent, approval, waiver, or certification ("Approval") of other the party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. The City and Concessionaire agree that extensions of time for performance may be made by the written mutual consent of the Director of Airports and the Concessionaire or its designee.

Section 1416. Waivers. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any waiver must be in writing and signed by the party waiving.

Section 1417. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the Concessionaire in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

Section 1418. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 1419. Not a Lease. This Agreement is not a lease, and the right to use the Premises is entirely dependent upon the rights and privileges granted hereunder. The Concessionaire will in no instance be deemed to have acquired any possessory rights against the City or the Premises or be deemed to be a tenant of the City.

Section 1420. Advertising. The Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises either directly or indirectly in connection with any production, promotion service or publication without the prior written consent of the Director.

Section 1421. Conflicts Between Tenants. In the event of a conflict between the Concessionaire and any other tenant, licensee or concessionaire as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable

interpretation thereof determine the rights of each lessee, licensee, and / or other concessionaire and shall make a final decision to which the Concessionaire agrees to be bound. All determinations by the Director are final.

Section 1422. Prevailing Wage. Concessionaire shall, as a condition of the Agreement, include in all service contracts pertaining to the Premises language specifying the minimum prevailing wages to paid and fringe benefits to be provided by the service contractor to employees of said service contractor. This section is in accordance with and is subject to City Ordinance No. 62124.

Section 1423. Solicitation For Bids. The Concessionaire's bid, including all exhibits, schedules, addenda, attachments, policies, bonds, letters of credit and the Solicitation For Bids for On-Airport Passenger Vehicle Rental Concessions at the Airport dated March 26, 2003 is hereby made a part of the this Agreement and is incorporated herein by reference. Providing that if an express provision of this Agreement is in conflict with any provision of the Concessionaire's Bid or the Solicitation For Bids referred to above, the provisions of this Agreement shall prevail.

Section 1424. Americans with Disabilities Act (ADA). Concessionaire shall be responsible for compliance with the Federal ADA, plus any federal, state, or local laws and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

Section 1425. Time is of the Essence. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.

Section 1426. Acknowledgment of Terms and Conditions. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed, in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.

Section 1427. Security Plan and Facilities. Concessionaire hereby acknowledges that City is required by Federal Aviation Regulations, Part 107, to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. City has met said requirements by developing a master security plan for the Airport, and Concessionaire warrants, covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Concessionaire's exercise of the privileges granted to the Concessionaire hereunder. Concessionaire will promptly (within 30 days of the City's request) reimburse City for all fines or penalties imposed upon City by the FAA resulting from Agent's negligence or failure to act in relation to Part 107.

Section 1428. Environmental Notice. Concessionaire shall promptly notify the Director of (1) any change in the nature of the Concessionaire's operations on the Premises that will materially and/or substantially change the City's or Concessionaire's potential obligations or liabilities under the environmental laws, or (2) the commencement of any governmental entity of a formal administrative proceeding before an administrative law judge or a civil or criminal action before a judicial tribunal alleging a violation of any environmental law in connection with Concessionaire's operations on the Premises.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as set forth below for themselves, their successors and assigns.

Pursuant to City of St. Louis Ordinance _____, approved on _____.

MISSOURI RENTAL & LEASING, d/b/a DOLLAR RENT A CAR	ATTEST
_____	_____
Title: _____	Title: _____
Date: _____	Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

The foregoing Agreement was approved by the Airport Commission at its meeting on _____ 2003.

_____
Commission Chairman and Director of Airports

Date _____

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on _____, 2003.

_____
Secretary, Board of Estimate and Apportionment

Date: _____

APPROVED AS TO FORM ONLY BY:

_____
City Counselor, City of St. Louis

Date_____

COUNTERSIGNED BY:

_____
Comptroller, City of St. Louis

Date: _____

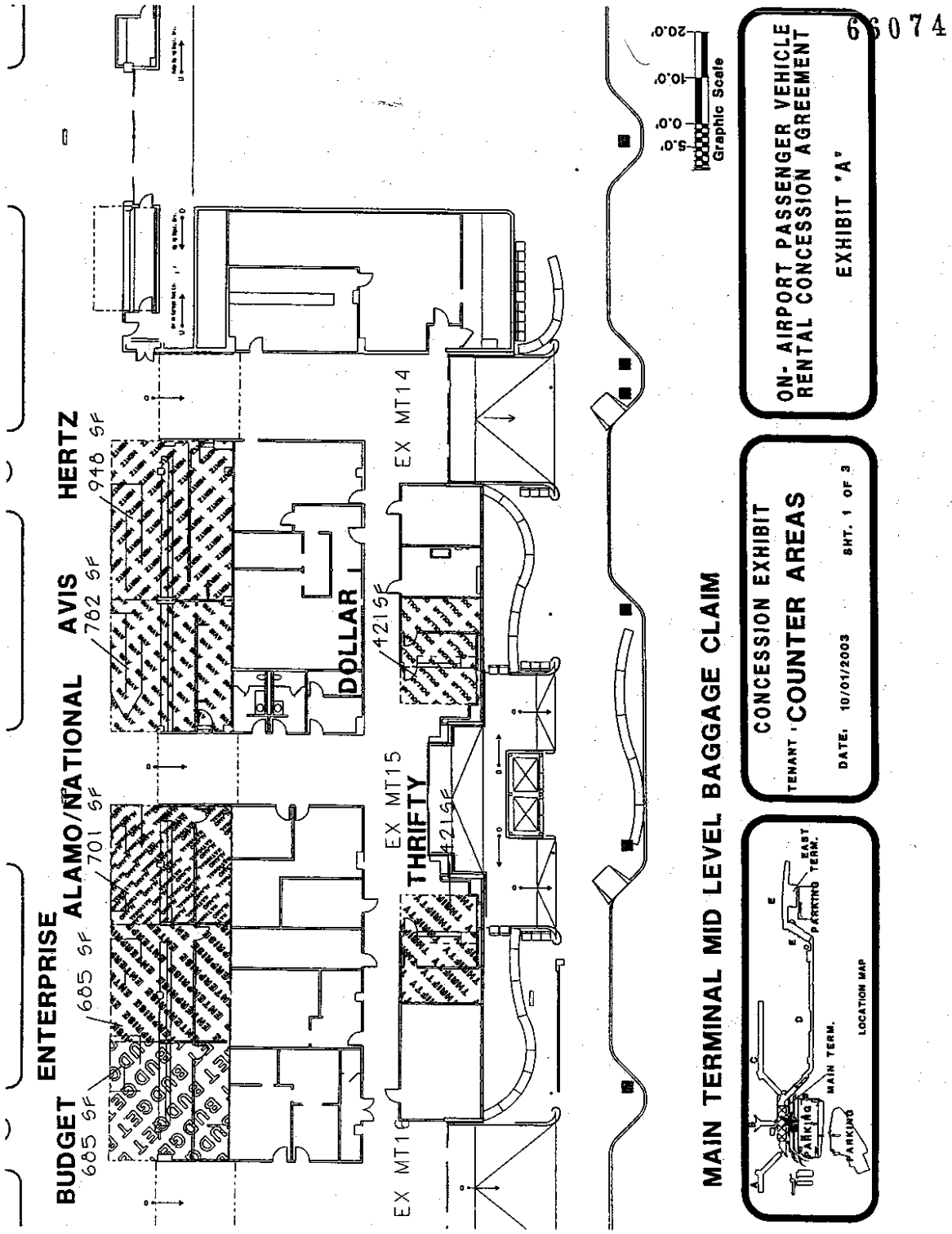
ATTESTED TO BY:

_____
Register, City of St. Louis

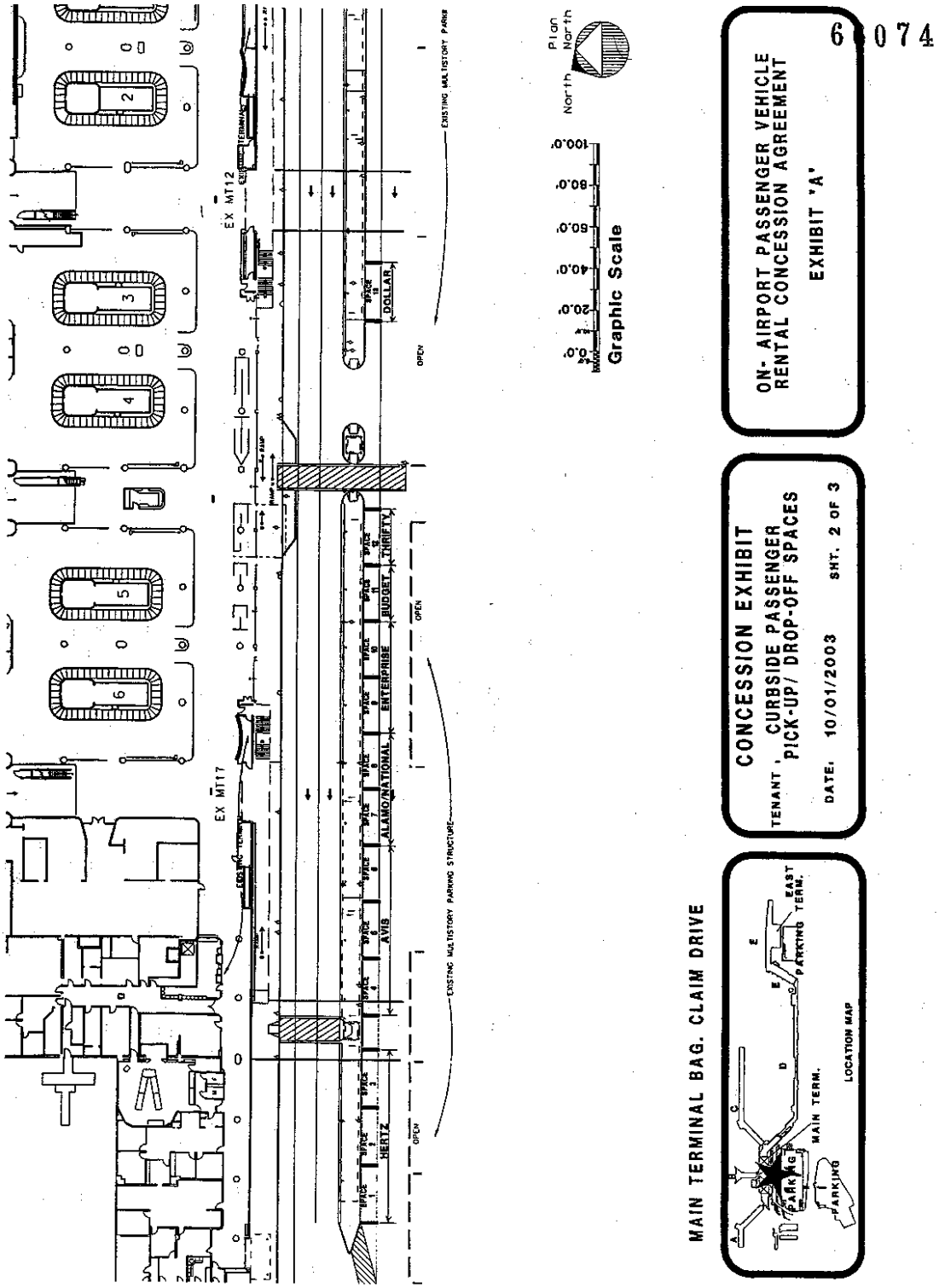
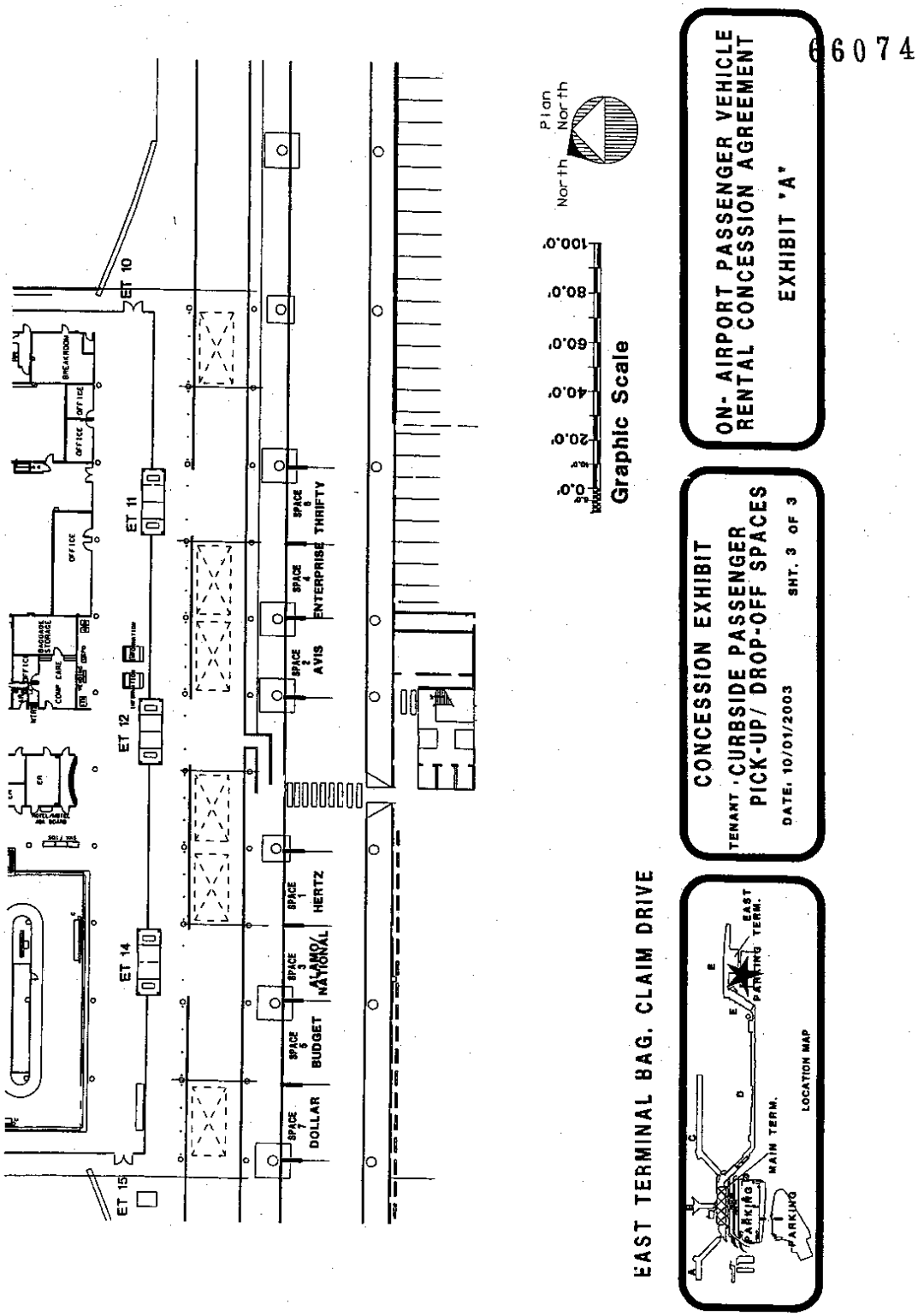
Date: _____

Approved: November 4, 2003

ORDINANCE NO. 66074 - EXHIBIT A - Main Terminal Counter Areas



ORDINANCE NO. 66074 - EXHIBIT A - Main Terminal Curbside Passenger Pick-up/Drop-off Space



ORDINANCE NO. 66074 - EXHIBIT A - East Terminal Curbside Passenger Pick-up/Drop-off Space