

**CITY OF MINOT**  
**MINOT INTERNATIONAL AIRPORT**  
**NON-EXCLUSIVE RENTAL CAR CONCESSION AGREEMENT AND LEASE**

THIS NON-EXCLUSIVE RENTAL CAR CONCESSION AND LEASE AGREEMENT made between **City of Minot** (hereinafter referred to as the "City"), and **Meier & Company, dba Avis Rent A Car** (hereinafter referred to as the "Concessionaire").

**WITNESSETH:**

**WHEREAS**, the City is owner and operator of the Minot International Airport (hereinafter referred to as "the Airport"); and

**WHEREAS**, Concessionaire is engaged in the business of renting on-airport passenger vehicles and desires to use certain Airport areas and facilities owned by the City and to acquire from the City certain rights and privileges in connection with its use of the Airport; and

**WHEREAS**, the City has the right to permit use of the property on the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Non-Exclusive Agreement as provided herein;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, conditions, privileges, obligations, and agreements herein contained, the City and the Concessionaire hereby mutually undertake, promise, and agree, each for itself and its successors and assigns, as follows.

**Article 1**  
**Automobile Rental Concession**

1. The City hereby grants to Concessionaire, subject to the terms and conditions of this non-exclusive Agreement, the right to conduct and operate an automobile rental concession at the Airport.

2. The City agrees not to enter into any similar automobile rental concession agreement with any person, partnership, or corporation other than the Concessionaire for a concession on the Airport, unless the same shall be upon financial terms no more favorable than those herein granted to the Concessionaire, and shall require automobile rental service substantially equivalent to those available from automobile rental concessionaires upon airports of comparable size throughout the United States. Nothing herein contained shall limit the City from making such reasonable distinctions between the automobile rental counter space and parking areas as may appear to it to be justified by the differing operational requirements of the respective rental car Concessionaires, or by reason of the differing amounts of airport automobile rental business done by each of the respective Concessionaires. This Agreement does not prohibit agreements or regulations pertaining to off-airport automobile rental

companies or person to person (P2P) operators provided that the operator enters into an Agreement with the Airport and pays the required fee, as determined by the Airport Director.

3. For the Term of this Agreement, unless otherwise approved by the City, at its sole discretion, the Concessionaire will be allowed to operate up to a maximum of three (3) brands per counter position and operate only the brands specified in this Agreement. The acquisition, transfer, or subletting of any brand(s) or trade name(s) requires prior written approval by the Airport Director. Such approval may be withheld by the Airport Director for good and sufficient reasons, but will not be unreasonably withheld. The brands authorized under this Agreement include:

Avis

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In the event Concessionaire no longer offers any brand identified above during the Term of the Agreement, Concessionaire will be required to adhere to the Minimum Annual Guarantee (MAG) proposed for all brands included in this Agreement and the lease rental rate included herein, and Concessionaire will not be allowed to offer any new brands during the Term of the Agreement.

The City shall be permitted to add a new on-Airport rental car concession during the Term and any such addition shall be subject to the provisions of Article 1, paragraph 2 hereof. The City shall reasonably adjust the Minimum Annual Guarantees of Concessionaire and other Concessionaires proportionate to the projected market share of the new Concessionaire as a percentage of the total projected market share of all Concessionaires to reflect the impact of adding a new concession.

**Article 2**  
**Premises**

City hereby grants to Concessionaire, for the period and subject to the terms and conditions hereinafter stated, the following described Premises located in or upon the Airport:

1. **Terminal Premises**

a. During the Term of this Agreement, Concessionaire shall have the right to occupy on a preferential use basis four hundred and fifty (450) square feet of ticket counter, queuing space, and back-office space, as identified on Exhibit "A", attached hereto and made a part hereof. Within said counter, queuing and back-office space, City shall furnish, at no direct charge to Concessionaire, heat, air conditioning, overhead lighting, and electrical convenience outlets. Concessionaire shall provide all furniture and equipment for such space at its sole expense and will be solely responsible for any additional improvements required provided that prior written approval is requested and granted by the Airport Director. The space must be kept in a clean and orderly condition at the sole expense of the Concessionaire.

b. Concessionaire shall use the screens provided by the City for all branding at the counter location for the purpose of advertising Concessionaire's rental car authorized brands as identified in Article 1, paragraph 3. Such signs shall not advertise rates.

c. Concessionaire shall have the right, at its sole expense, to make such additions and improvements, and to install such equipment and facilities as Concessionaire may deem necessary or desirable for the operation of its automobile rental concession, provided, however, that no such additions, improvements, or installation of equipment or facilities shall be undertaken by Concessionaire without the prior written consent of the Airport Director, which consent, shall not be unreasonably withheld. Within seven (7) calendar days after the termination or earlier cancellation of this Agreement as called for herein, Concessionaire shall also have the right to remove any such additions, improvements, equipment or facilities erected or installed by Concessionaire at its expense pursuant to the terms of this Article, provided, however, the Premises shall be restored to their former condition, normal wear and tear excepted. Any improvements or equipment not removed by Concessionaire within seven (7) calendar days following the termination or cancellation of this Agreement shall become the property of the City or may be disposed of by the City, the cost of which will be paid by the Concessionaire.

2. Parking Area Premises

a. Concessionaire, in cooperation with other Concessionaires that have executed a similar Agreement to operate a concession located at the Airport, shall have the right to use the ready and return parking premises on a preferential basis as allocated in accordance with the terms of this Agreement. The ready and return lots shall be as depicted in Exhibit B. The storage lot shall be in a location as approved by the City. The initial allocation of the ready/return stalls will be determined by the Minimum Annual Guarantee (MAG) amount proposed by Concessionaire during the negotiation process for the extension of this Agreement for each brand to be operated at the Airport. As part of the MAG proposal, Concessionaires shall identify the number of ready/return stalls desired for each brand. The highest proposed MAG per brand and requested positions will be allowed to select their positions first, the second highest next, and so forth. The City will use its best efforts to provide the requested number of positions. If the total number of positions requested is greater than the number of positions available, the requests will be reduced pro rata based on the MAGs submitted. If the number of positions requested is less than the total number of positions available, the unrequested positions will be retained by the Airport and may not be used by Concessionaires. If Concessionaire desires to lease additional positions that are under the control of the Airport following the initial allocation, the available stalls will be leased on an annual basis at the applicable fee on a first come, first served basis until all available stalls are leased. The Concessionaire will have the first right to request an extension of the annual lease of the surplus positions and must indicate its desire no less than sixty (60) calendar days prior to the expiration of the annual lease.

b. The total number of parking spaces to be designated for ready and return parking will be determined annually by the Airport Director and identified in Exhibit B. In the event the location or quantity of ready/return parking stalls available during the term of this Agreement are modified, an amended Exhibit B will be substituted in this Agreement. The number of spaces allocated to each Concessionaire on an annual basis shall be allocated among the Concessionaires upon the execution of this Agreement as identified in Article 2, paragraph 2a above, and subject to adjustment annually thereafter only if there is a market share change of twenty percent (20%) or more for any one Concessionaire. for each succeeding year of this

Agreement. Subsequent year stall allocations will be based on the previous year's ratio of Concessionaire's (for all brands identified in Article 1, paragraph 3) Gross Receipts for brand(s) operated by Concessionaire to the Gross Receipts of all Concessionaires operating under this Agreement for all authorized brands. The determination of the twenty percent (20%) market share will be determined by taking the total Gross Receipts by each Concessionaire as a percentage of the total Gross Receipts for all Concessionaires. The Reallocations will be completed following the end of the fiscal year following the completion of the annual audit by the City. Concessionaires shall be offered a minimum of ten (10) ready/return parking positions for each authorized brand identified in this Agreement subject to adjustment as outlined herein.

3. Quick Turn Around ("QTA") Premises

a. During the Term of this Agreement, the City may develop a QTA facility at a location near the Terminal as determined by the City. The City reserves the right to develop this facility subject to terms and conditions that are acceptable to the City and provided that the cost of development and operation of the QTA premises is entirely funded by Customer Facility Charges (CFCs), contingent rent, or other funding as mutually agreed by the Parties.

b. In the event that the City develops and completes the QTA facility during the Term of this Agreement, the terms and conditions agreed to by the parties will be established via amendment to this Agreement. All direct and indirect costs associated with the development and operation of the QTA, applicable land rent for the land associated with the premises and associated improvements such as vacuum stations and fueling facilities, and all utilities will be included in the costs associated with the QTA and paid to the City. A separate operating agreement will be developed and must be executed by Concessionaires operating at the Airport. The QTA may not be used for the servicing of any vehicles not assigned by Concessionaire to the Airport. All costs associated for the operation of the facility will be allocated to each Concessionaire based on the number of vehicles processed.

c. The Airport Director will consult with Concessionaires prior to the development of the terms and conditions for the QTA as well as development of the final design and take comments received by Concessionaires into consideration.

d. Customer Facility Charge (CFC) funds collected and remitted by Concessionaire and other rental car concessions shall be used to fund rental car related improvements and operating costs at the Airport, including but not limited to the QTA facility.

Article 3  
Term of Agreement and Holdover

1. Subject to earlier termination as herein provided, the Term of this Agreement shall be from January 1, 2024, through December 31, 2028.

2. In the event that the Concessionaire, or its successor in interest, if any, shall remain beyond the Term hereof, without the express written permission of the City, it is the intention of the parties and it is hereby agreed that a tenancy from month-to-month in Holdover and shall be subject to all the terms and conditions of this Agreement except that the City shall, through the

Holdover period, have the sole right to determine the rates, fees, and charges under the Holdover period.

**Article 4**  
**Use of the Airport and the Premises**

The City grants to Concessionaire the following rights and privileges, subject to other limitations expressed in this Agreement:

1. **Terminal and Roadways.** The right to use in common with others, the general facilities of the Airport in the normal conduct of its operation as a car rental company for on-Airport designated vehicles in such manner as may be prescribed by the City.
2. **Signs.** The Concessionaire shall have the right to utilize the electronic screens to display one or more signs within the Premises, identifying it and its authorized brands as identified in Article 1, paragraph 3, provided, however, the subject matter, type, design, number, location and elevation of such graphics, shall be in general conformity with those of other Airport tenants and subject to, and in accordance with, Airport rules, regulations, and ordinances and the prior written approval of the Airport Director. No graphics will be approved that may be confusing to customers and the traveling public. Without limiting the generality of the foregoing, the City maintains the policy that advertising shall not mention other concessionaire car rental companies either directly or indirectly nor shall it reference a competitor's product.
4. **Parking Space - Employees.** The City shall make available to Concessionaire's employees, parking in an employee area designated by the City only during the employee's working hours at the airport for a fee as adopted by the City and subject to change annually. Concessionaire's employees shall park their private vehicles only in the employee parking area furnished by the City. Concessionaire is strictly prohibited from allowing employees, guests, or contractors to utilize ready/return, storage spaces, or short-term parking for parking of personal vehicles. Failure to comply with this provision may result in the City terminating the leasing of ready/return stalls at the sole discretion of the Airport Director. During any period where egress from the ready/return spaces is processed through the paid parking lot exit lanes, if there is a shortfall in paid parking revenues versus the number of vehicles processed, the Concessionaires will be assessed the shortfall in the operating expenses associated with the rental car costs that will be paid to the City.
5. **Relocation.** Future development of a Quick Turn Around (QTA) facility or other improvements on the Airport may require the alteration of the Parking Area Premises. The City shall have the right to amend this Agreement to incorporate the terms and conditions of any such development requirements. Reasonable advance notice of any alteration shall be given by the City, but in no event shall the notice be less than thirty (30) calendar days.
6. **Purpose.** Concessionaire agrees that it will not engage in any commercial activities not authorized herein and will not permit the use of the Terminal Premises, Parking Area Premises, and Quick Turn Around (QTA), of any purpose other than those authorized in this Agreement as may be amended from time to time.
7. **Accommodation.** During the Term of this Agreement, the City may have a need to modify the Terminal Premises or Parking Area Premises. In the event that Concessionaire's

Terminal Premises or Parking Area Premises is impacted, the City will use its best efforts to accommodate Concessionaire during the period of disruption and provide comparable accommodations to the greatest degree possible.

8. Construction, Airport Expansion and Inconvenience to Concessionaire. The Concessionaire recognizes that from time to time during the Term of this Agreement it may be necessary for the City to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair in order that the Airport and its facilities may be suitable for the volume and character of its air traffic and flight activity, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience the Concessionaire in its operations at the Airport. The City agrees to make all reasonable efforts to minimize the inconvenience to the operation of the Concessionaire's business. The Concessionaire agrees that no liability shall attach to the City, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience or interruptions.

9. Non-Exclusive Rights. This Agreement shall be non-exclusive and the City reserves the right, subject to the provisions of Article 1, paragraphs 2 and 3, to enter into similar contracts with other individuals, firms, or corporations engaging in the car rental business at the Airport. The City shall not grant to any other Concessionaire a car rental concession on terms more favorable than those granted to the Concessionaire.

10. Rights of Ingress and Egress. The City grants to Concessionaire the right of ingress and egress to and from the premises for Concessionaire's employees, agents, customers and invitees to the extent reasonably necessary in connection with the conduct of Concessionaire's business under this Agreement. Areas designated as restricted areas by the City shall be excluded.

## Article 5

### Minimum Annual Guarantee, Rents, Fees, and Charges and Performance Guarantee

For the privilege of operating its rental car service at the Airport and for the use of the premises described in Article 2, Concessionaire agrees to pay to the City the following rentals and fees.

#### 1. Terminal Premises

The Terminal Premises rental for a single brand shall include a ticket counter, queuing and back-office space as set forth on Exhibit "A" as attached (hereinafter referred to as "Terminal Premises"). Concessionaire shall be entitled to preferential use of four hundred and fifty (450) square feet of Terminal Premises. The annual rental rate per square foot will be the rate as established by the City annually for the airline rental rate. In the event Concessionaire operates two (2) rental car brands as identified in Article 1, paragraph 3 from one counter position, the rental rate for a single position shall be at a rate of one hundred twenty five percent (125%) of the applicable base rental rate. In the event Concessionaire operates three (3) rental car brands as identified in Article 1, paragraph 3 from one counter position, the rental rate for a single position shall be at a rate of one hundred fifty percent (150%) of the applicable base rental rate. In no event shall Concessionaire operate more than three brands out of a single rental car position. Rental for Terminal Premises shall be payable in equal monthly

installments. Rental charges, storage area charges, and any other charges due the City shall be due and payable in advance, on or before the first day of each month, without the requirement for a demand thereof.

2. Parking Area Premises

a. Annually, Concessionaire will be allocated parking storage and ready/return parking stalls as called for in Article 2, paragraph 2a. All Concessionaires operating under a concession agreement agree to pay ground rental for the Parking Area Premises at a monthly rate per stall. The rate will be established from time to time by the City Council's Rates and Charges Resolution through the Term of the Agreement. Such rental for the Parking Area Premises shall be paid on the first day of each month in advance without the requirement of a demand thereof. City shall be responsible for the snow removal of the main drive aisles of the designated lots and maintenance of the Parking Area Premises and the City shall be reimbursed for such costs based on a pro rata share of the stalls allocated. Concessionaire shall be responsible for removal of snow and the associated cost for removal at all allocated parking spaces.

3. Quick Turn Around (QTA) Facility

The City may, at its sole discretion, arrange for the design and development of a QTA facility to be used by Concessionaire and other Concessionaires having signed similar Agreements on the Airport. The terms and conditions associated with the design, funding, rental rates, operating requirements, and position assignment will be included in an Amendment of this Agreement if the project proceeds. Customer Facility Charges (CFCs) from all transactions conducted on the Airport would be used as a means of funding the facility and associated operating costs. The QTA shall be used for the servicing of vehicles that are based at the Airport and used in transactions originated at the Airport. Concessionaire will be prohibited from processing non-Airport based vehicles through the QTA.

4. Concession Fee and Minimum Annual Guarantee ("MAG")

Concessionaire and other Concessionaires shall submit to the City prior to the execution of this Agreement a proposed MAG for the period from January 1, 2024 through December 31, 2024 for each brand proposed to be operated under this Agreement and identify the number of ready/return spaces that are desired for each brand that will be operated by Concessionaire under this Agreement regardless of whether the Concessionaire is leasing multiple counter positions. Such proposal shall be included as Exhibit C to this Agreement.

During the first year of the Agreement, the Concessionaire shall pay annually to the City, the greater of the initial MAG amount proposed by Concessionaire (Exhibit C) or Eleven percent (11%) of the Gross Receipts, as hereinafter defined, derived from the Concessionaire's car rental operations at the Airport.

Beginning in the second year and for each year of the Agreement thereafter, the Concessionaire shall pay annually to the City, the greater of the adjusted MAG amount as described in Article

5 Section 4 paragraph a., or eleven percent (11%) of the Gross Receipts, as hereinafter defined, derived from the Concessionaire's car rental operations at the Airport.

- a. Annual Adjustment of MAG- The MAG shall be subject to annual adjustment following the first year of this Agreement. For the second year of the Term and each subsequent year, the Minimum Annual Guarantee shall be the greater of the previous year's MAG or the amount which represents eighty-five percent (85%) of Concessionaire's percentage fee applied against Gross Receipts for the immediately preceding Lease Year. In no event shall the MAG during any given year of the Agreement be less than the first year's MAG during the Term of this Agreement.
- b. Monthly Payments and Year End Reconciliation- The contract year commences on January 1st of each year. By the twentieth (20th) day of each month following the month of activity during the Term of the Agreement, Concessionaire shall remit to the City a report identifying the Concession Fee due for the previous month's activity by multiplying the Gross Receipts for the month reported applied against Concession Fee and the calculated payment. Concessionaire shall report activity on a form supplied by the City and calculate the amount due the City at the end of each month of the Agreement. Concessionaire shall provide to the City within sixty (60) calendar days, an audited summary signed by an authorized officer of the company identifying the Gross Receipts for the preceding fiscal year with an eleven percent (11%) Concession Fee applied to the Gross Receipts. If the annual calculated amount is less than the applicable MAG due, Concessionaire shall remit to the City the difference between the calculated amount and the MAG within ten (10) calendar days upon submission of the invoice.

5. Customer Facility Charge (hereinafter referred to as "CFC"):

a. The Concessionaire acknowledges the City has implemented a CFC for the funding of eligible rental car related capital improvements and operating expenses. In the event the City adjusts the CFC amount, the Airport Director will consult with Concessionaire prior to adoption of any such change and will provide sixty (60) calendar days written notice to Concessionaire prior to the implementation of any change.

b. Concessionaire must charge the approved CFC for each Transaction Day for each rental agreement initiated at the Airport and/or for each vehicle based at the Airport. If Concessionaire has provided a written quotation to a customer that contains the previous CFC amount prior to the thirty (30) calendar day notice period, the quoted CFC amount will be the charged amount for any such rental.

c. The Concessionaire shall include the approved CFC for all transactions made utilizing cars that are located at the Airport or leased off-airport but are returned to the Airport.

d. The CFC shall be listed as a separate charge in the Concessionaire's advertised rates or rental agreements and such separate charge shall be disclosed to the customer at the time of reservation and again at the time of actual rental. The CFC shall be disclosed and listed as a Customer Facility Charge and shall not be listed as an Airport surcharge or tax. The CFC must be collected from all customers.

e. "Transaction Day" shall mean a twenty-four (24) hour period or fraction thereof for which a rental car customer is provided the use of a rental car for compensation regardless of the duration or length of the rental term. If the same rental car is rented to more than one customer within such continuous 24-hour period, then each such rental shall be calculated as a Transaction Day, except that a partial day that is a grace period of no more than 2 hours after the last 24-hour day booked shall not be considered a Transaction Day.

f. The Concessionaire shall collect from each and every Airport customer of the Concessionaire, a CFC for each Transaction Day under each rental agreement, subject to the limitation set out hereinafter. The CFCs collected by each Concessionaire shall be held in trust on behalf of the City by the respective Concessionaire. On or before the 20th day of each month, Concessionaire shall furnish to the City a sworn statement setting forth the number of transaction days covered by the rental agreements during the preceding month together with the CFCs collected during the preceding month. The CFCs shall not be calculated in the "Gross Receipts" of a Concessionaire in order to determine the concession fee payable to the City.

g. The Concessionaire acknowledges that the CFC shall be subject to revision by the City upon a minimum of sixty (60) calendar days written notice to the Concessionaire. The City will provide the Concessionaire written notice for any such revisions prior to a recommendation to be made to the City for adjustment.

h. The City will provide an annual report summarizing collections, expenditures, and fund balances.

i. In the event of any national emergency wherein there is a curtailment, either by executive decree or legislative action, of the use of motor vehicles or commercial aircraft by the general public, the MAG shall be suspended on a pro rata basis for the period of time the condition continues to exist.

6. The term Gross Receipts shall mean all revenues received by the Concessionaire from the customer derived from the operation of Concessionaire's vehicle rental business at the Airport regardless of where any vehicle is delivered or returned. The term Gross Receipts includes Concessionaire's recovery of any concession fee charged to the customer such that the total concession recovery fee charged to the customer shall be 12.36%.

For purposes of the Agreement, Gross Receipts shall include all revenues received by Concessionaire except for:

- a. Sums recovered by Concessionaire from insurance claims or otherwise for personal accidents, for damage to rental vehicles or other property, or for theft, or loss, or abandonment of its rental vehicles or other property.
- b. Sums charged to customers by Concessionaire for waiver by Concessionaire of its rights to recover loss or damages from its customers for damage to or destruction of the rental vehicles.

- c. Any tax or surcharge separately stated as a tax or surcharge and collected from Concessionaire's customers, in an amount that actually has been levied or charged by and paid to any competent governmental authority, excluding concession fees recovered from Concessionaire's customers.
- d. Proceeds and sums received by the Concessionaire from the collection of the CFC.
- e. Discounts to customers taken at the time of the rental only and clearly noted on the rental contract or agreement.
- f. Vehicle sales and new vehicle prep revenue.
- g. Direct costs associated with vehicle license fees.
- h. Unauthorized one way drop fees.
- i. Charges that are assessed for third party assessments including fines, tolls, towing charges, and other similar reimbursement type charges.

7. Within sixty (60) calendar days after the close of each contract year hereunder, Concessionaire shall furnish to City a sworn statement certified by an authorized officer of Concessionaire showing all Gross Receipts derived from automobile rentals made at the Airport for said contract year. All sums due hereunder and the reports and statements of Gross Receipts shall be paid to the City by delivery to the Airport Director.

8. In the event any payment is not paid when due, the City shall assess, and the Concessionaire agrees to pay, a one percent (1.75%) late charge, plus an additional one percent (1.75%) each month on any remaining unpaid balance which is past due. This amount is determined by the City and subject to change per City rates and charges.

9. Concessionaire agrees to provide the City with an irrevocable Letter of Credit provided by a bank acceptable to the City, or a performance bond issued by a surety acceptable to the City, renewable annually during the term of this Agreement, in a sum equal to no less than six (6) months of the annual MAG amount.

**Article 6**  
**Covenants of Concessionaire**

Concessionaire hereby covenants and agrees:

- 1. To utilize the Terminal Premises and Parking Area Premises for the use and benefit of the public.
- 2. To furnish good, prompt and efficient service, adequate to meet all reasonable demands for its automobile rental service at the Airport. Concessionaire shall also provide the quality and quantity of car rental services necessary to reasonably serve the needs of the general public and passengers and invitees at the Airport. Services provided by the Concessionaire shall consist of a sufficient number of late model cars in popular price ranges and sufficient personnel to reasonably serve the demand for such services at the Airport. Vehicles used for rental shall not exceed three (3) model years and/or fifty thousand (50,000) miles.

3. That rental automobiles made available hereunder shall be maintained at Concessionaire's sole expense, in good operative order, sanitized, free from known mechanical defects, and in clean, neat and attractive condition, inside and outside.

4. The facilities to be provided by Concessionaire hereunder for the purpose of providing automobile rental services shall remain open from thirty (30) minutes prior to the first scheduled departure until thirty (30) minutes after the last arrival. All such rentals shall be deemed to be made at the Airport in determining payments due City as provided by this Agreement.

5. Personnel performing services hereunder shall be neat, clean, and courteous, and Concessionaire shall not permit its agents, contractors, vendors, or employees so engaged to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business outside the space assigned in any manner whatsoever except through the use of signs constructed and maintained in accordance with this Agreement.

6. Concessionaire shall abide by and be subject to all lawful ordinances, rules, and regulations which are now, or may from time to time be promulgated by the City concerning management, operation, or use of the Airport.

7. Concessionaire will keep, or cause to be kept, true, accurate and complete records of business conducted hereunder, and Concessionaire further agrees that City shall have the right, through its duly authorized agents or representatives to examine all pertinent records at any and all reasonable times, with no less than ten (10) calendar days' notice, for the purpose of determining the accuracy of the reports required to be made by Concessionaire. Concessionaire further agrees that a numbered agreement shall be issued with each sale or transaction, and will be available for inspection by the Airport Director, or designee, upon request.

8. Concessionaire will be responsible for all expenses in connection with the use of the Premises hereunder and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon Concessionaire's property or upon its use or possession of the Premises or structures and improvements at any time situated thereon, and that it will secure all such permits and licenses. Provided Concessionaire has paid any tax, levy, assessment, or other charge Concessionaire may, however, at its sole cost and expense, protest any tax, levy, assessment, or other charge.

9. Concessionaire will furnish, install, operate, and maintain any installation of proprietary equipment or improvements following written approval by the City, provided hereunder and keep the same as well as the Premises made available to it and the furniture, fixtures and equipment installed therein and thereon, all in good order, condition and repair, and upon termination of this Agreement will deliver the Premises in question to City in good order, condition and repair, reasonable wear and tear and other casualty excepted.

10. Concessionaire will not engage in any activity on said Premises other than those herein specifically set forth.

11. The Concessionaire shall furnish said service on a fair, equal, and nondiscriminatory basis to all users thereof. Concessionaire will not on the grounds of race, color, national origin or other protected class discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal Aviation Regulations, Title VI of the Civil Rights Act of 1964 or State or local laws.

12. Concessionaire shall charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; provided that the Concessionaire may be allowed to make reasonable and non-discriminatory discounts, rebates, and other similar types of price reduction to volume purchases.

13. This Agreement shall be non-exclusive and subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. This subordination shall include, but is not limited to, any and all terms, conditions, restrictions and requirements of the United States or the State of North Dakota, as may be amended from time to time, which apply to the City or its lessees in carrying out certain obligations and responsibilities pursuant to grant agreement(s) or other conditions that apply to this Agreement. As applicable, Concessionaire shall be responsible for any and all such obligations and requirements. Such grant agreement(s) or other conditions are incorporated in and made a part of this Agreement.

14. The Concessionaire, in common with other Concessionaires, shall be responsible for the general maintenance (including, but not limited to, refuse collection, Concessionaire owned signage, and snow plowing of assigned parking positions, and control of the Parking Area Premises.

15. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49 Code of Federal Regulations Part 23. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, sex or other protected class in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters into and cause those businesses to similarly include the statements in their further agreements.

16. The Concessionaire hereby grants to the City the right to audit Concessionaire's books and records for its operation at the Airport and agrees to make available to the City, or its authorized representative, at any time upon reasonable notice, Monday through Friday inclusive, between the hours of 9:00 a.m. and 5:00 p.m., either at its Airport office or its home office, at the City's election, all records, record books, and pertinent information as may be required for audit purposes. If such an inspection is made by said authorized representative and it is determined as a result thereof that Concessionaire has underpaid the City by more than five percent (5%) of the amount to which it is entitled under Article 5 hereof, Concessionaire shall reimburse the City for its reasonable costs of making such inspection of

said books and records, and this obligation of reimbursement shall be in addition to the obligation to pay any discovered underpayment. If an inspection determines that Concessionaire has underpaid the City by less than five (5%) percent of the amount to which it is entitled under the Agreement, Concessionaire shall reimburse the City the amount which it underpaid. Termination of this Agreement for fraud shall not serve to nullify such obligation.

### Article 7 Covenants of City

City hereby covenants and agrees that it shall take appropriate action within its authority to protect the rights and privileges demised and granted to the automobile rental Concessionaire or concessionaires under this and similar agreements. City agrees that it will not authorize or knowingly permit the solicitation or transaction of automobile rental business on the Airport premises, including but not limited to advertising displays; by any person or organization whatsoever, other than the said automobile rental concessionaires. City further agrees to instruct all of its employees and all concessionaires having contact or dealing in any way with members of the general public on the Airport: (1) to refer all requests for automobile rental services to one of the said authorized automobile rental services for which the customer shall indicate a preference, and to no other, and (2) to refer requests for automobile rental services where no preference is indicated only to the Airport automobile rental concessionaires located in the terminal building without favoring one over the other. Nothing in this Article shall entitle Concessionaire to damages in the event City fails to enforce strict compliance with this provision.

Concessionaire acknowledges that nothing herein prohibits City from entering into contracts with limousine, taxicab, or other ground transportation network companies or allowing such companies to provide services at the Airport.

### Article 8 Indemnity and Insurance

1. Concessionaire shall keep and hold harmless City, its officers, employees, and agents, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including officers, directors, agents or employees of City or Concessionaire, by reason of death or injury to persons, or loss or damage to property, resulting from Concessionaire's operations hereunder, or sustained in or upon the Premises as the result of anything claimed to be done or omitted to be done by Concessionaire hereunder. Concessionaire shall not be required to hold the City harmless from any act of gross negligence of the City or its employees. Nothing in this Agreement shall be construed to preclude, encumber or limit in any manner whatsoever, the City's rights, protections and privileges under governmental immunity, including the right to assert same in defense of any claim.
2. Concessionaire shall obtain and maintain continuously in effect at all times during the term hereof, at Concessionaire's sole expense, commercial general liability insurance protecting City and owners against liability which may accrue against City or owners by reason of Concessionaire's wrongful conduct incident to the use of the Premises or resulting from any accidents occurring on or about the roads, driveways, or other public places used

by Concessionaire at the Airport in the operations hereunder caused or arising out of any wrongful act or omission by Concessionaire. Such insurance shall provide minimum liability limits of \$2,000,000 for each occurrence; and shall name City, its' officers, directors, agents and employees as additional insureds as their interest may appear arising out of the conduct of the Concessionaire thereunder. Concessionaire shall also, without cost to City, obtain and maintain, during the term hereof, commercial automobile liability insurance covering the operation of rental automobiles hereunder with a \$2,000,000 combined single limit. Concessionaire shall provide certificates evidencing all such insurance to City upon execution of this Agreement and annually thereafter. Any such policy of insurance shall include a provision requiring the City be provided a thirty (30) day written notice prior to any cancellation of same. Minimum insurance requirements are subject to change from time to time per City policy and ordinance.

3. Concessionaire shall furnish to the City satisfactory evidence that it carries workers' compensation insurance in accordance with the laws of the State of North Dakota.

4. City agrees to notify Concessionaire in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder, and to cooperate with Concessionaire in the investigation and defense thereof.

#### Article 9 Cancellation by City

This Agreement and all rights, interests, covenants, and obligations created hereunder may be terminated by City upon written notice to Concessionaire upon or after the happening of any one of the following events:

1. Default by Concessionaire in the performance of any term, covenant, or condition to be performed by Concessionaire hereunder, and such default is not remedied within thirty (30) calendar days from and after written notice to it by the City of such default. The acceptance of any monies by City after default shall not be deemed to have waived the right of termination by City nor shall City be stopped from evicting Concessionaire from the Premises and terminating this Agreement.
2. Concessionaire shall (1) make an assignment for the benefit of creditors, (2) file a voluntary petition in bankruptcy or consent to the appointment of a receiver of its property, or (3) be adjudged bankrupt.

#### Article 10 Cancellation by Concessionaire

This Agreement and all rights, interests, covenants and obligations created hereunder may be terminated by Concessionaire upon or after the happening of any one of the following events:

1. Default by City in the performance of any covenant or agreement herein required to be performed by City and the failure of City to remedy such default, or initiate corrective action if

the remedy cannot be completed in the prescribed cure period, for a period of thirty (30) calendar days after receipt from Concessionaire of written notice to remedy the same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if City shall have remedied the default prior to receipt of Concessionaire's notice of cancellation.

2. Issuance by any court of competent jurisdiction of an injunction preventing or restraining the use of the terminal in such a manner and to such an extent as to materially interfere with the operation of Concessionaire's automobile rental concession and the remaining in force of such injunction for a period of at least ninety (90) calendar days.

3. Inability of Concessionaire to use, for a period in excess of sixty (60) calendar days, the terminal building or any of the premises, facilities, rights, services or privileges leased to Concessionaire hereunder, because of fire, explosion, earthquake, other casualty, or acts of God or the public enemy provided that same is not caused by acts, omissions, or negligence of Concessionaire.

4. Lawful assumption by the United States Government or any authorized agency thereof of the operation, control or use of the Airport and facilities in such a manner and to such extent as to materially interfere with the operation of Concessionaire's automobile rental concession for a period of at least sixty (60) calendar days.

## Article 11 Survival of the Obligations of the Concessionaire

1. In the event that this Agreement shall have been terminated in accordance with the provisions of Articles 9 or 10, all the obligations of the Concessionaire under this Agreement shall survive such termination and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the City to the same extent, at the same time or times, and in the same manner as if no termination had taken place. The City may maintain separate actions to recover the damage or deficiency then due or at its option and at any time may accelerate the remaining balance due and sue to recover the full deficiency less the proper discount, for the entire unexpired term of this Agreement.

2. The amount of damages for the period of time subsequent to termination on account of the Concessionaire's rental obligations shall be the sum of the following:

a. The amount of the total of all installments of rents, fees, and charges less the installments thereof paid prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month; and

b. An amount equal to all expenses incurred by the City, and not reimbursed in connection with regaining possession, restoring the Premises, acquiring a new Agreement for the Premises, legal expenses (including but not limited to attorney fees), and putting the Premises in order.

3. There shall be credited to the account of the Concessionaire against its survived obligations hereunder; a) the amount actually received from any Concessionaire, licensee, permittee, or other occupier in connection with the use of the said Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement and, b) the market value of the occupancy of such portion of the Premises as the City may itself during such period actually use and occupy. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Premises, nor shall such use and occupancy constitute a waiver of any rights of the City hereunder. The City will use reasonable efforts to mitigate damages to Concessionaire under this Article.

### Article 12 Use Subsequent to Cancellation or Termination

1. The City, upon termination or cancellation pursuant to Articles 9 or 10 hereof, may occupy the Premises or may enter into an agreement with another tenant, and shall have the right to permit any person, firm or corporation to enter upon the Premises and use the same. Such use may be of part of the Premises, or of the entire Premises, together with other premises, and for a period of time the same as or different from the balance of the Term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.

2. The City shall also, upon said termination or cancellation have the right to repair and to make structural or other changes in the Premises, including changes which alter its character and the suitability thereof for the purposes of the Concessionaire under this Agreement.

### Article 13 Rights of Entry Reserved

1. The City, by its officers, employees, agents, and contractors, shall have the right at all reasonable times to enter upon the Premises whether in preferential or joint use areas for purposes of inspection and for other purposes permitted by this Agreement.

2. Without limiting the generality of the foregoing, the City, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right at its own cost and expense, whether for its own benefit, or for the benefit of others, to maintain existing and future mechanical, electrical and other utility systems and to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the City, be necessary or advisable, and from time to time to construct or install over, in or under the Premises, such systems or parts thereof and, in connection with such maintenance, use the Premises for access to other approved areas of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with Concessionaire's operations or use of the Premises.

3. Any use by the City of the Premises for access, repair, alteration, or new construction shall be performed by the City with reasonable dispatch and the Premises shall be left in as

good order and condition as it was prior to commencement of the work.

## Article 14 Successors and Assigns

1. All the Covenants, stipulations and agreements in this Agreement shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.
2. It is expressly agreed and understood that any and all obligations of Concessionaire hereunder may be fulfilled or discharged either by Concessionaire or by a licensee member appointed thereto by Concessionaire, and that any and all privileges of every kind granted Concessionaire hereunder may extend to and be enjoyed by such licensee; provided, however, that notwithstanding the method of operation employed by Concessionaire hereunder, Concessionaire shall continue always to remain directly liable to City for the performance of all terms and conditions of this Agreement. Except as hereinabove set out the Premises may not be sublet, in whole or part, and Concessionaire shall not assign this Agreement without prior written consent of City, nor permit any transfer by operation of law of Concessionaire's interest created hereby, other than by merger or consolidation.

## Article 15

### Notices

Any notice or other communication to City or Concessionaire pursuant hereto shall be deemed validly given, served or delivered upon deposit in the United States mail, registered and with proper postage and registration fee prepaid, addressed as follows:

To City: City of Minot  
Minot International Airport  
Attention: Airport Director  
305 Airport Road, Suite 216  
Minot, ND 58703

To Concessionaire: Meier & Company  
Attn: Scott Meier  
4740 6<sup>th</sup> Ave SE, Rm 139  
Aberdeen, SD 57401

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

## Article 16

### Taxes, Licenses, Debts and Liens

1. The Concessionaire shall promptly pay, when due, any and all taxes or assessments which may be assessed upon the Premises or its property located at the Airport.

2. The Concessionaire shall promptly pay, when due, all taxes, license fees, and permit fees applicable to its business and acquire and keep current all licenses, municipal, state, and federal, required as a result of its operations at the Airport. Such taxes include any real property taxes that may arise as a result of Concessionaire's lease and use of the Premises.

3. The Concessionaire shall promptly pay, when due, all bills, debts, and obligations incurred by Concessionaire in connection with its operations or activities at the Airport

4. The Concessionaire shall have no power to do any act or make any contract which may create any lien, mortgage, or other encumbrance upon an interest of the City in the Airport Premises or the buildings or improvements thereon. If, because of any act or omission (or alleged act or omission) of Concessionaire, any mechanic's, construction or other lien is filed against the Premises, any improvements thereon, or against the City (whether or not such lien, charge or order is valid or enforceable as such), Concessionaire shall, at its cost and expense, cause the same to be canceled and discharged of record or bonded within ten days after notice to Concessionaire of the filing thereof; and, the Concessionaire shall indemnify, defend, and save the City harmless against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands, including reasonable attorney fees, resulting therefrom. If Concessionaire fails to have the lien canceled, discharged, or bonded as aforesaid, then the City may, after serving twenty-four hours' notice on Concessionaire, pay the amount of said lien, or discharge the same by depositing or filing the bond required by law, and may pay any judgment recovered under such claim. The amount or amounts so paid or deposited, and all expenses incurred, including attorney's fees, shall, at the option of the City, be deemed additional rent and added by the City to the next or any subsequent installment of rent hereunder, and the City at its option shall have the same remedies for the nonpayment thereof as for the nonpayment of rent reserved.

#### Article 17

#### Conformity with Laws, Ordinances, Rules and Regulations, and Grant Assurances

1. From time to time the City, State, or Federal government may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport. The Concessionaire agrees to observe and obey any and all such rules and regulations and all other federal, state and municipal rules and regulations, laws and ordinances, Grant Assurances, and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws and ordinances. The Concessionaire shall be liable for any and all fines and penalties assessed against the City as a result of actions or omissions by the Concessionaire, its employees, agents, representatives or contractors.

2. The Concessionaire shall indemnify, defend and hold harmless the City, its officers, directors, agents and employees from any and all claims, liabilities, damages, losses, fines, penalties, or expenses, including costs of suit and attorney fees, which any or all of them may hereafter incur, be responsible for, or pay out arising out of the violation of any federal, state, or local law, ordinance, rules or regulations by said Concessionaire, its agents, employees, representatives or contractors.

## Article 18

### Airport Concession Disadvantaged Business Enterprise (ACDBE) Compliance

- A. The City has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The concessionaire is required to participate in the City's ACDBE program.
- B. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by Title 49 CFR Part 23.
- C. The concessionaire or contractor agrees to include the statement set forth in paragraph B in any subsequent concession agreement or contract covered by Title 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
- D. The City has available several remedies to enforce the ACDBE requirements contained in its contracts, including, but not limited to, the following:
  - 1. Breach of contract action, pursuant to the terms of this contract;
  - 2. Breach of contract action, pursuant to applicable State Statutes
- E. The federal government has available several enforcement mechanisms that it may apply to firms participating in the ACDBE program, including, but not limited to, the following:
  - 1. Suspension or debarment proceedings pursuant to 49 CFR part 23;
  - 2. Enforcement action pursuant to 49 CFR part 31; and
  - 3. Prosecution pursuant to 18 USC 1001.
- F. The City will comply with all regulations set forth in 49 CFR Part 23 and will monitor concessionaires at the Airport for compliance with the ACDBE program.
- G. The City will submit to the Federal Aviation Administration's, Regional Civil Rights Office, an annual ACDBE participation report showing the commitments and attainments. The City will take measures to ensure nondiscriminatory participation of ACDBEs in concession, and other covered activities.

## Article 19

### Grant Assurances

This Agreement shall be subordinate to the provisions of any existing or future agreement between City and the United States, relative to the operation or maintenance of the Airport, the

execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Grant Assurance 22, Economic Nondiscrimination, requires sponsors to make aeronautical facilities available to the public and their tenants on reasonable terms and without unjust discrimination.

**Article 20**  
**General Provisions**

1. The City reserves the right to further develop or improve the Airport at its sole discretion.
2. The City reserves the right to maintain and keep in repair the landing area and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Concessionaire in this regard.
3. During a time of war or national emergency, the City shall have the right to lease the landing area or any part of the Airport to the United States Government for military or naval use, and, if such lease is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the Lease to the government, shall be suspended.
4. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or any other structure on, or adjacent to, the Airport, which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to air navigation, as determined by the appropriate federal rules and regulations including, but not limited to, 14 CFR Part 77.
5. **Waivers.** Failure by the City to insist upon the strict performance by the Concessionaire of any of the terms or conditions herein contained shall not constitute a waiver of the City's right to thereafter enforce any such term or condition, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive the City of any coexisting right to seek damages or other remedies arising from the defaults of the Concessionaire.
6. The acceptance of rents or fees or the continued performance by the City of its obligations under this Agreement after a default by the Concessionaire in its performance of any of its obligations under this Agreement shall not be deemed a waiver of the City's right to terminate this Agreement for such default other than a default in the payment of rents or fees which are subsequently accepted by the City.
8. **Applicable Law.** This Agreement shall be performable and enforceable in Ward County, North Dakota, and shall be construed in accordance with the laws of the State of North Dakota.
9. This Agreement is made for the sole and exclusive benefit of the City and the Concessionaire, their successors and assigns, and is not made for the benefit of any third party.

10. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

11. The titles of the several Articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

12. Nothing herein contained shall create or be construed to create a co-partnership or joint venture between the City and the Concessionaire or to constitute the Concessionaire an agent of the City. The City and the Concessionaire each expressly disclaim the existence of such a relationship between them. Concessionaire is neither an employee nor agent nor contractor of City.

13. Quiet Enjoyment. The City agrees that, on payment of the rents, fees, charges, licenses, and taxes provided for in this Agreement and the performance of the covenants and agreements on the part of the Concessionaire to be performed pursuant to this Agreement, the Concessionaire shall peaceably have the Premises subject to the provisions of this Agreement.

14. Invalid Provisions. In the event any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this Agreement; provided that the invalidity of 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 or provisions of this Agreement.

15. Interpretation of Agreement. Nothing in this Agreement shall be construed or interpreted in any manner whatsoever as limiting, relinquishing or waiving any right of ownership enjoyed by the City in the Airport property, or in any manner waiving or limiting the City's control over the management, operation, or maintenance of the Airport property, except as specifically provided for in this Agreement, or in any manner impairing the governmental rights of the City.

16. Force Majeure. Neither the City or Concessionaire shall be deemed to be in violation of this Agreement for failure to perform any of its obligations hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, flight restrictions, weather conditions, riots, rebellion, accidents, sabotage or any other events, conditions or circumstances for which it is not responsible and/or which are not within its control.

17. Conflict of Interest. The Concessionaire must disclose in writing the nature and existence of any relationship involving Concessionaire and the City that, in Concessionaires opinion, will or possibly may affect the independent professional judgment of the Concessionaire as it relates to its affairs with the City.

18. This Agreement shall be subordinate to the provisions of any existing or future Agreement between the City and the United States of America or the State of North Dakota relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport, or to any security requirements of State or Federal Government, including temporary security procedures or instructions.

**Article 21**  
**Entire Agreement**

1. This Agreement consists of Articles 1 to 21, inclusive, and Exhibits A, B, and C.
2. The parties agree that this Agreement forms the entire agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Concessionaire unless otherwise provided herein. The parties agree that no other representations or agreements shall be binding upon the City or the Concessionaire unless expressly provided for in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and their respective seals to be hereunto affixed this \_\_\_\_\_ day of 2024.

ATTEST:

CITY OF MINOT

BY:

*Meier + Company*  
*[Signature]*

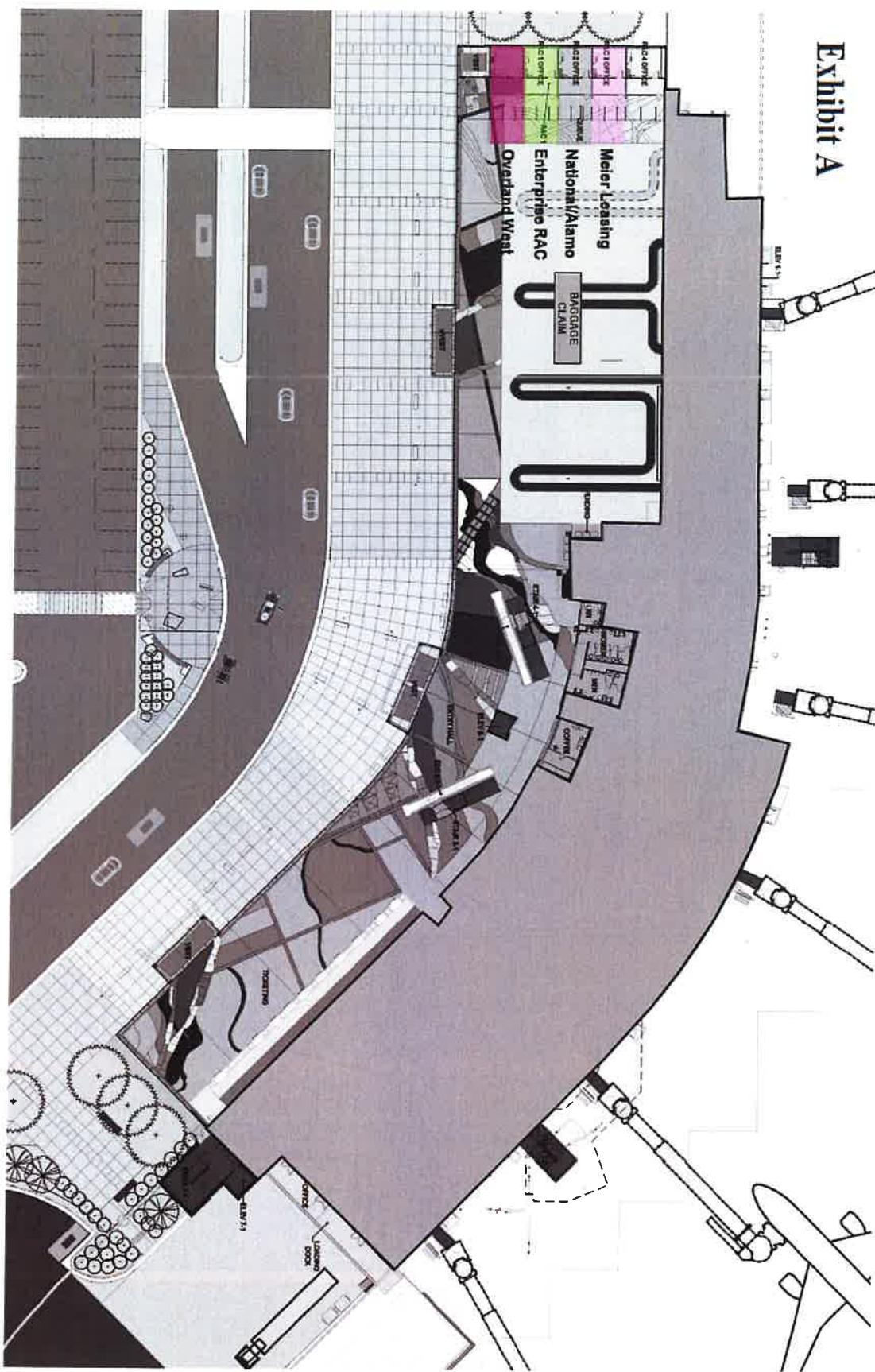
ATTEST:

*Scott Meier*

BY:

*[Signature]*

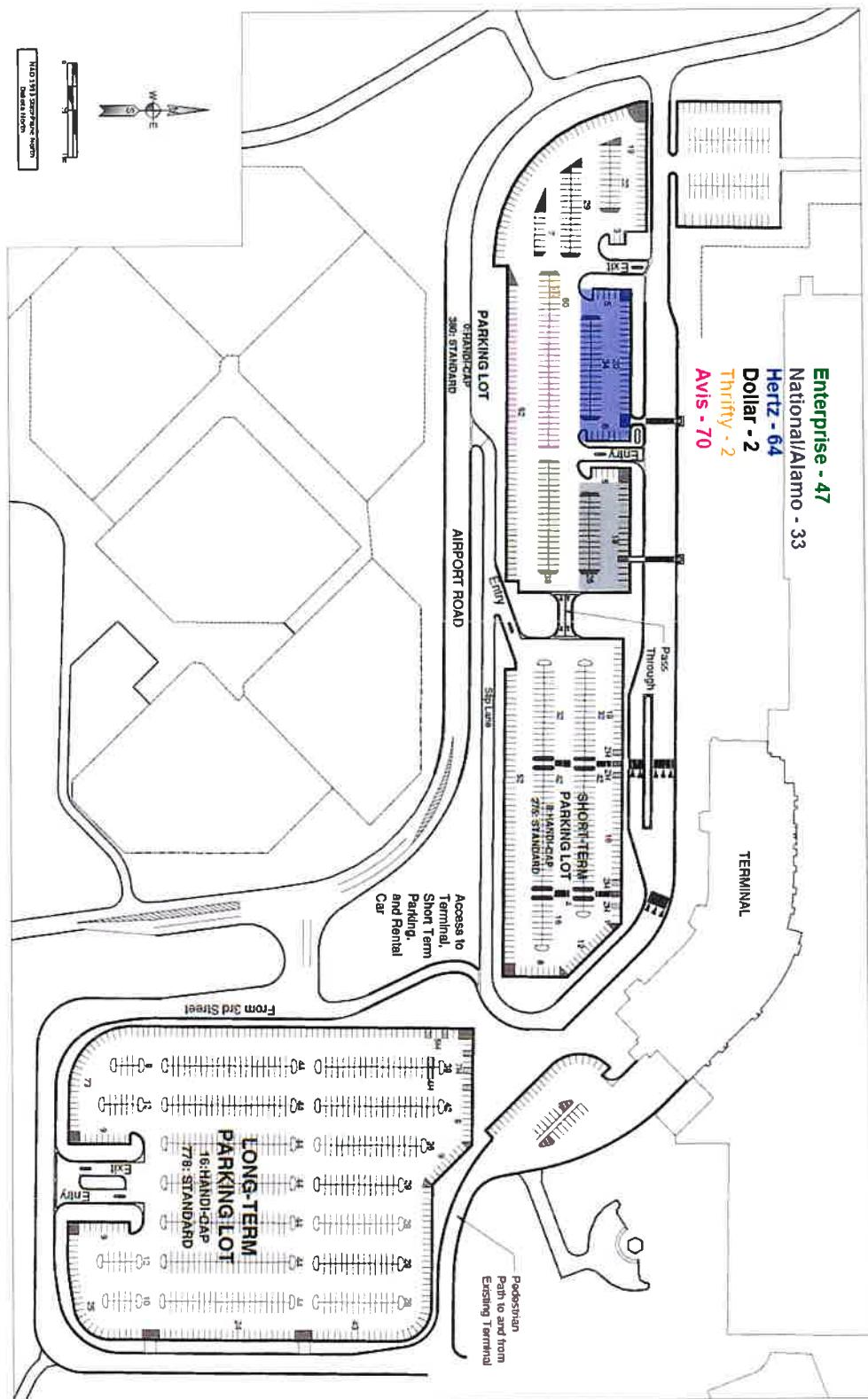
**Exhibit A**  
**Terminal Premises**



**Exhibit A**

**Exhibit B**  
**Parking Stalls**

**Exhibit B - Ready Return Stall Allocation**



Minot International Airport  
Parking Lot Facilities

## **Exhibit C MAG, Ready Return Stalls, and Leased Premises**

### **A. MAG and Ready Return Stalls**

The undersigned submits the following information which shall be included as Exhibit C to the Minot International Non-Exclusive Airport Rental Car Concession Agreement and Lease:

1. Brand(s) to be operated (up to three brands may be operated per agreement):

Avis  
\_\_\_\_\_  
\_\_\_\_\_

2. Minimum Annual Guarantee per brand:

<b>Brand</b>	<b>Minimum Annual Guarantee Year One (2024)</b>
<u>Avis</u>	<u>\$30,000.00</u>
_____	_____
_____	_____

3. Number of ready/return stalls requested:

<b>Brand</b>	<b>Ready/Return Stalls Requested</b>
<u>Avis</u>	<u>70</u>
_____	_____
_____	_____

### **B. Leased Premises**

1. Ticket Counter and Office Space: 450 Square Feet

Rate per Square Foot: 18.70 (2024 rate subject to adjustment annually)

Total Annual Amount Due: \$8,415

Total Monthly Amount Due 701.25

2. Ready Return Stalls: Total Per Brand

<b>Brand</b>	
<u>Avis</u>	<u>70</u>
_____	_____
_____	_____

Total Stalls: 70

Rate per Stall: \$15.00 (2024 rate subject to adjustment annually)

Total Annual Amount Due: \$12,600.00

Total Monthly Amount Due: \$1050.00

Authorized Signature:

  
\_\_\_\_\_  
Typed Name: Scott M. M.  
Title: Dave  
Date: 3/4/24