

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/01/2022

Contract/Lease Control #: C23-3272-AP

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: TURO, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/01/2022

Expiration Date: INDEFINITE

Description of: PEER-TO-PEER CONCESSION AGREEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

CONTRACT: C23-3272-AP
TURO, INC.
PEER-TO-PEER CONCESSION AGREEMENT
EXPIRES: INDEFINITE

**NON-EXCLUSIVE PEER-TO-PEER CONCESSION
AGREEMENT
ON AIRPORT OPERATOR**

BETWEEN

OKALOOSA COUNTY, FLORIDA

AND

TURO INC.

**NON-EXCLUSIVE
PEER-TO-PEER CONCESSION AGREEMENT
ON AIRPORT OPERATOR**

This Non-Exclusive Peer-to-Peer Concession Agreement for an On Airport Operator (“Agreement”) is entered into this 1st day of November, 2022, by and between Okaloosa County, Florida, (“County”), whose principal address is 1250 Eglin Parkway, Suite 100, Shalimar, FL. 32579, and Turo Inc. (“Operator”), a Delaware corporation, organized, existing and doing business under and by virtue of the laws of the State of Florida, whose principal address is 111 Sutter Street, 12th Floor, San Francisco, CA 94104.

WITNESSETH:

WHEREAS, County operates and maintains the Destin-Ft. Walton Beach Airport (“VPS Airport”) on Eglin Air Force Base in Okaloosa County, Florida, under the terms of a lease and a joint-use agreement between the United States of America and the County; and

WHEREAS, County operates and maintains two general aviation airports (“GA Airports”) the Bob Sikes Airport in Crestview, Florida and the Destin Executive Airport in Destin, Florida; and

WHEREAS, having vehicle sharing services at the three County airports is necessary and desirable for the proper accommodation of passengers and other customers arriving at and departing from the Airports; and

WHEREAS, Operator is engaged in the business of providing vehicle sharing services to passengers and other customers at airports and elsewhere; and

WHEREAS, County desires to grant certain concession rights to Operator in order to make Operator’s vehicle sharing services available at the Airports; and

WHEREAS, Operator is qualified, ready and able to perform said services, and desires to obtain certain rights and privileges with respect thereto to allow it to furnish vehicle sharing services to Airports passengers and customers; and

WHEREAS, in consideration of obtaining said rights and privileges from County, Operator is willing to make certain covenants and assume and undertake certain terms, conditions and obligations under this Agreement; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are listed in Exhibit A;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms, privileges and obligations set forth herein, County and Operator hereby covenant and agree, for themselves, their successors and assigns, as follows:

ARTICLE 1

DEFINITIONS

Except as otherwise clearly indicated by the context, the words and phrases defined in this section will have the following meanings when used elsewhere in this Agreement.

- 1.01 “VPS Airport” means the Destin-Ft. Walton Beach Airport as it presently exists and as it is hereinafter modified or expanded.
- 1.02 “GA Airports” means the Bob Sikes Airport and the Destin Executive Airport as it presently exists and as it is hereinafter modified or expanded.
- 1.03 “Airports” means collectively the Destin-Ft. Walton Beach Airport, Bob Sikes Airport and the Destin Executive Airport as it presently exists and as it is hereinafter modified or expanded.
- 1.04 “Airport Customer” means the term defined in Section 1.16 (Gross Receipts) below.
- 1.05 “Airport Terminal Building”, “Terminal Building” or “Terminal” means the passenger terminal building at the Airport as it presently exists and as it is hereinafter modified or expanded.
- 1.06 “Airports Director” means the Airports Director as appointed by County, any successor or successors to the duties of such official, or any other person specifically designated to act on behalf of said Airports Director.
- 1.07 “Certified Statement” means the certified statement required by Section 8.05 and as depicted on Exhibit E.
- 1.08 “Commencement Date” means the day and month designated by County as the commencement date of the term of this Agreement.
- 1.09 “Concession Recovery Fee” or “Concession Recoupment Fee” means the fee described in Section 6.06 of Article 6 of this Agreement.
- 1.10 “Agreement Security” means the irrevocable letter of credit or surety bond provided by Operator pursuant to and in accordance with the terms of Section 7.07 of Article 7 of this Agreement.
- 1.11 “CPI” means the percentage change, if any, reported over the most recently reported twelve (12) month period in the Consumer Price Index, All Urban Consumers (CPI) published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) or its designated replacement Index.
- 1.12 [RESERVED]
- 1.13 [RESERVED]

- 1.14 “Environmental Laws” means every applicable law, ordinance, rule, regulation, permit, permit condition, order, and directive regulating, relating to, or imposing liability standards of conduct, relating with respect to any Hazardous Materials, or to environmental matters, including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses, or injuries resulting from the release or threatened release of any Hazardous Materials, or regulating or relating to the generation, use, storage, transportation, or disposal of any Hazardous Materials.
- 1.15 “Environmental Permits” means all permits, licenses, approvals, authorizations, consents, and registrations required by any Environmental Laws, whether Federal, state or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of any Hazardous Materials.
- 1.16 "Gross Receipts" means the total amount of monies paid to Operator, earned by Operator, or received by Operator from any person who selects the Airports for delivery of a Shared Vehicle (“Airport Customer”), whether for cash, credit, or other form of payment, in its performance of its business at the Airports, including but not limited to:
1. All reservation fees, trip fees, time fees, and mileage charges for Shared Vehicles;
 2. Premiums and any and all other fees and charges for personal accident insurance, personal effects insurance coverage, personal effects protection insurance, liability insurance, liability insurance supplements, and any and all other types and kinds of insurance coverages and policies (regardless of how they be denominated, regardless of the parties covered, and regardless of the risks insured against);
 3. Any and all sums for insurance waivers, collision damage waivers, and loss damage waivers, whether cash or credit and whether collected or uncollected;
 4. The amount charged to Airport Customers at the commencement of a peer-to-peer car sharing trip for the cost of furnishing fuel provided by a Shared Vehicle Owner or Operator;
 5. [RESERVED]
 6. Concession Recovery Fees or Concession Recoupment Fees charged to Airport Customers;
 7. Any and all charges made to customers for any and all equipment and services provided for, on account of or incidental to the rental of vehicles; and
 8. All other receipts, compensation, revenue and other consideration received or accrued to Operator or Operator’s franchisor or any other affiliated person or entity for or on account of the subject Peer-to-Peer concession, its operations or its fleet vehicles, unless specifically excepted in writing by County.

Gross Receipts shall specifically exclude the following: sales taxes which are separately stated on Operator’s vehicle rental agreements and vehicle short-term leasing agreements, and which Operator collects and remits separately to governmental taxing authorities, as

required by law; compensation received by Operator from customers and insurance carriers in payment of actual damages to, or the destruction or theft of, vehicles and other personal property of Operator (but provided that compensation and payments for the loss of use of vehicles are to be included as part of the Gross Receipts); compensation received from any final sale of a vehicle or other personal property of Operator to an unrelated third party (provided that Operator does not regain or retain any title, right, interest or ownership in or to the vehicle or other personal property); qualified carbon offsets that are fully passed through to a third party to fund environmental initiatives; customer payments directly related to government fines and fees (e.g., parking tickets, towing, etc.); and any amounts received by Operator from Airport Customers which are fully passed through to Shared Vehicle Owners without any mark-up or profit to Operator, such as cancellation fees, smoking fees, and cleaning fees.

Without limiting the generality and scope of the definition of Gross Receipts and without broadening the limits of exclusions from Gross Receipts, as specified above, it is expressly agreed and understood by Operator that no exclusion shall be allowed for taxes levied on Operator's activities, facilities, equipment, real or personal property, payroll taxes, income taxes, taxes on frequent flier miles paid directly to an airline, license, title, tag fees, or charges to recoup the same, or other charges which recoup operating costs.

Unless specifically excluded by the express terms of this Section 1.16, said receipt, revenue or consideration shall be deemed to be included in Gross Receipts under this Agreement.

- 1.17 "Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under Environmental Laws, pesticides regulated under Environmental Laws, and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as a hazardous substance, hazardous waste, toxic substance, or contaminant (or comparable term) under any of the Environmental Laws.
- 1.18 [RESERVED]
- 1.19 "Percentage Fee" means eight (8) percent of Operator's Gross Receipts.
- 1.20 [RESERVED]
- 1.21 [RESERVED]
- 1.22 [RESERVED]
- 1.23 [RESERVED]
- 1.24 "Peer-to-Peer Car Sharing" means an arms-length, remote, web-based, or mobile transaction where a Shared Vehicle Owner allows a third party to use the Shared Vehicle(s) for a fee. This includes, but is not limited to, Reservations made through Company's website, mobile application, or any other platform that connects Shared Vehicle Owners with Airport Customers seeking to reserve the Shared Vehicle(s), with the Shared Vehicle(s) being dropped off to the Airport Customer on Airports Property.

- 1.25 “Shared Vehicle Owner” means an individual or company that owns, leases, or otherwise has control over a Shared Vehicle and uses Operator’s website, mobile application, or any other platform to perform Peer-to Peer Car Sharing of a Shared Vehicle
- 1.26 ”Shared Vehicle” means a licensed motor vehicle that has been shared or is available to be shared from a Shared Vehicle Owner through an Operator controlled platform.
- 1.27 [RESERVED]

ARTICLE 2

INTERPRETATION AND EXHIBITS

The following shall govern the reading and interpretation of this Agreement:

2.01 Interpretation

- a. References in the text of this Agreement to articles, sections, paragraphs or exhibits pertain to articles, sections, paragraphs or exhibits of this Agreement unless otherwise specified.
- b. The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder” and any similar terms used in this Agreement refer to this Agreement.
- c. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- d. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- e. Words importing the singular shall include the plural and vice versa.

2.02 Incorporation of Exhibits - The following Exhibits are hereby incorporated by reference and made a part of this Agreement:

Exhibit A	Federal Requirements
Exhibit E	Certified Statement

ARTICLE 3

[RESERVED]

ARTICLE 4

[RESERVED]

ARTICLE 5

TERM

- 5.01 Term - The term of this Agreement shall begin on the Commencement Date and shall terminate upon thirty (30) days written notice by either County or Operator to the other party.

ARTICLE 6

CONCESSION PRIVILEGES AND OBLIGATIONS OF OPERATOR

- 6.01 Concession Privileges Granted - County grants to Operator the following rights and privileges and Operator assumes all of the following as part of its obligation to operate a high quality, well-managed and efficiently run Peer-to-Peer concession from the Airports:
- a. The privilege to enable a peer-to-peer marketplace for Shared Vehicle Owners to deliver Shared Vehicles to Airport Customers at the Airports.
 - b. Operator's Peer-to-Peer concession shall be operated under the following brand name: Turo, for the term of this Agreement. Operator cannot change or operate additional brands at the Airports during the term of this Agreement. If Operator shall, at any time, cease to operate the concession under the Operator's brand name specified in this Section 6.01(b), then this Agreement and Operator's concession privileges at the Airports shall be subject to termination upon five (5) days advance written notice to Operator from the County.
 - c. Operator and its Shared Vehicle Owners shall have ingress and egress to and from the Airports over public roadways and such other roadways as the Airports Director may approve from time to time. Shared Vehicle Owners shall use the Airports parking facilities in the same manner as any other airport customers, in which Shared Vehicle Owners will drop off and pick up the Shared Vehicle in an Airports parking lot and be responsible for any applicable parking fees. Vehicle parking locations at the GA Airports must be coordinated with and approved by the Fixed Base Operator(s).
 - d. [RESERVED]
 - e. All rights and privileges not specifically granted to Operator in this Agreement shall be reserved to County.
- 6.02 Non-Exclusive Privileges - The privileges granted under this Agreement are non-exclusive. By entering into this Agreement, Operator acknowledges that County has entered or may enter into similar agreements with other Peer-to-Peer concession operators for similar services under similar terms. Operators that are not party to the on Airport non-exclusive peer to peer concession agreement that includes a term commitment of five years are subject to a Surcharge.

6.03 Operator's Obligations with Respect to the Use of the Airport

- a. In the conduct of its business, Operator covenants and agrees to restrict its activities on the Airports to only those authorized by this Agreement and shall not use or permit the use of the Airports for any other purpose.
- b. [RESERVED]
- c. Except for its corporate signs approved in advance by County and except as otherwise authorized by County in writing, Operator shall not display nor shall it permit others to display any signs, brochures, racks, promotional materials or similar items within the Terminal Building or the Airports.
- d. Operator shall not conduct used car sales activities on the Airports. Any business activities other than those expressly granted by this Agreement shall not be conducted on the Airports without the prior written approval of County.
- e. Operator shall not conduct any activity not specifically authorized by this Article 6, or any activity which, in the sole judgment of County, conflicts with the rights granted by County to other non-Peer-to-Peer concessionaires or would not relate to an Airports purpose or product or service related to the conduct of the Peer-to-Peer concession granted.
- f. Operator shall promptly remove all damaged, destroyed or inoperable vehicles from the Airports.

6.04 Standards of Service

- a. [RESERVED]
- b. [RESERVED]
- c. [RESERVED]
- d. Operator shall not misrepresent to the public its prices or the terms and provisions of its Peer-to-Peer Car Sharing agreements or those of its competitors. Operator shall comply with all applicable rules and regulations of the Federal Trade Commission and all other governmental agencies having jurisdiction over Operator's business operations. Operator shall fully inform each customer, prior to the execution of such customer's Peer-to-Peer Car Sharing agreement, of all fees and charges applicable to such customer's reservation. County will give advance notice to Operator that County considers a certain practice to be unlawful, deceptive or discriminatory and Operator shall have an opportunity to respond to the allegation. If County determines, after notice and opportunity for Operator to comment, that any of Operator's business practices are unlawful, deceptive, or discriminatory, Operator shall immediately cease such practices upon receipt of a written order to do so from County.
- e. [RESERVED]

- f. Any sign or other item on the Premises which County deems to be offensive to the public shall, upon notice from County, be promptly and permanently removed by Operator. Operator shall not permit any nuisance, waste or damage to be committed at the Airports.
 - g. In the event Operator receives (or County receives and forwards to Operator) any written complaint concerning Operator’s operation of the concession, Operator shall promptly respond to such complaint in writing (but in no event later than thirty (30) days of its receipt) and make a good-faith attempt to explain, resolve or rectify the cause of such complaint. Without further notice or demand, Operator shall keep a copy of each such complaint and Operator’s written response for a period of one year from the date of the complaint and shall make the complaint and the written response available to County upon its request.
 - h. [RESERVED]
 - i. [RESERVED]
- 6.05 [RESERVED]
- 6.06 Concession Recovery Fee - “Concession Recovery Fee” or “Concession Recoupment Fee” means any surcharge or any amount that Operator separately states and charges Airport Customers to recover the amount of Operator’s Percentage Fee and/or any Surcharges that are payable under this Agreement. Operator acknowledges that its payment to County under this Agreement is for Operator’s grant of concession rights at the Airport, and that those payments do not reflect a fee that is imposed by County upon customers reserving automobiles from Operator. Operator understands that County does not encourage nor support the practice of transferring Operator’s obligation for payment of Operator’s Percentage Fee due under this Agreement to Airport Customers. Operator is prohibited from stating or implying, in writing or verbally, that the County or the Airport imposes or approves of any direct charge to its customers, including any surcharge that Operator passes on to its customers to recoup Operator’s Percentage Fee. Operator is prohibited from misrepresenting to the public its prices or the terms and provisions of its reservations or those of its competitors, either verbally or in writing. If Operator recovers from or charges its customers the Percentage Fee, that charge shall be clearly and separately stated in writing immediately adjacent to Operator’s time and mileage and other charges on the customer’s reservation and invoice, shall not be described as a tax, and shall be no greater than thirteen and 75/100th percent (13.75%) of the Gross Receipts resulting from that reservation. Said Concession Recovery Fee or Concession Recoupment Fee shall also be included within Gross Receipts subject to the Percentage Fee under this Agreement.

ARTICLE 7

CONCESSION FEES AND OTHER CHARGES

- 7.01 Percentage Fee - Operator shall pay to County for the privilege of being granted the right to operate a Peer-to-Peer concession at the Airports pursuant to the provisions of Article 6 hereof a Percentage Fee defined and described in Article 1 hereof, and determined in accordance with the provisions contained in Sections 1.16, 1.19, 1.20 and 1.21 of Article 1 of this Agreement.
- 7.02 Parking Fee – Operator shall ensure that each Airport Customer pay to County upon exiting the parking lot the daily public parking rate for each customer vehicle utilized, as applicable.
- 7.03 Surcharge – Operator shall pay to County an additional premium charge of twenty-five percent (25%) on all Airports Fees and Charges pursuant to Section 6.02
- a. Additional VPS Surcharge – An additional premium charge of thirty-seven point five percent (37.5%) on for all VPS Airport Fees and Charges for trips occurring between May 1 to August 31 pursuant to VPS Airports status as a Part 139 Commercial Service – Joint Use Airport.
- 7.04 [RESERVED]
- 7.05 [RESERVED]
- 7.06 [RESERVED]
- 7.07 Agreement Security - In order to secure its performance under this Agreement, Operator shall comply with the following Agreement Security requirements:
- a. In order to guarantee the timely payment of all payments due by Operator under this Agreement, and to guarantee Operator’s performance under this Agreement, Operator shall provide County, an Agreement Security in the form of an irrevocable standby letter of credit or surety bond in an amount equal to one hundred percent (100%) of Operator’s Percentage Fee and Surcharges estimated to be remitted to County during the first three (3) months of the Agreement term. This Agreement Security shall be updated, based on the foregoing requirements, as to amount and renewed at least thirty (30) days prior to each anniversary of the Agreement. This Agreement Security shall be extended, or a new Agreement Security provided, to remain in effect for the twelve (12) months immediately following expiration or termination of this Agreement. Said Agreement Security shall be with a bank or financial institution approved by County’s legal counsel.
- b. If Operator shall fail to make any payment due County or shall commit an event of default under this Agreement, County shall have the right to use such Agreement Security to pay any amount owed to County by Operator then due and payable or to apply the proceeds thereof to any cost or expense or damages incurred by County as result of Operator’s default. In the event that any such Agreement Security or portion thereof is utilized, Operator shall replenish or provide a renewal or replacement Agreement Security within ten (10) days of being notified so to do by County. County’s rights under this Section 7.07 shall be in addition to all other rights and remedies provided to County under this Agreement.

7.08 [RESERVED]

7.09 [RESERVED]

7.10 Taxes and Assessments - Operator agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Operator further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Agreement. Operator shall pay all taxes, including any possessory interest tax, sales tax on payments made to the County subject to sales tax, any applicable payment in lieu of taxes, assessments, and charges of a like nature, which at any time during the term of this Agreement may be levied or become a lien by virtue of any levy, assessment, or charge by the Federal Government, the State of Florida, Okaloosa County, or any other municipal corporation or other local government entity having jurisdiction over the Airports, any government successor in authority to the foregoing, or any other tax or assessment levying bodies, in whole or in part, upon or in respect to any of Operator's Percentage Fees, and any other amount payable under this Agreement, or upon or in respect to any personal property belonging to Operator situated on the Airports. Payment of such taxes, assessments and charges, when and if levied or assessed, shall be made by Operator directly to the taxing or assessing authority charged with collection thereof. County shall timely forward to Operator any assessment or tax notice received by County and payable by Operator.

7.11 License and Permit Fees - Operator shall also pay all fees associated with any and all licenses, permit, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by Operator under this Agreement.

7.12 Operator's Rights to Contest - Operator may, at its own expense, contest the amount or validity of any tax or assessment, or any other payment under this Agreement as taxable or assessable property, directly against the taxing or assessing authority and Operator shall not be deemed to be in default under this Agreement for failure to pay any such tax or assessment pending the outcome of any such contest proceedings. County reserves the right to require Operator to provide such security as County's legal counsel determines necessary to assure that the tax and any costs related to the tax contest are promptly discharged upon final determination of said tax contest adverse to Operator.

7.13 Payments and Terminations - Upon the termination or expiration of this Agreement, all lawful taxes then levied or a lien upon any such property or any taxable interest under this Agreement, or any other payments hereunder shall be paid in full by Operator forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between attachment of the lien and issuance of a statement.

ARTICLE 8

PAYMENT OF PERCENTAGE FEES AND OTHER CHARGES

8.01 Manner of Payment - Operator agrees to pay all sums due under this Agreement, plus applicable sales tax and such other taxes as County may be required to collect on any

payments made hereunder, in lawful money of the United States of America, without invoice, unless invoicing is otherwise required hereunder, without further notice or demand, without deduction or setoff, by check on an FDIC insured bank or trust company, made payable to Okaloosa County, which check shall be delivered, postage or other charges prepaid, to:

By U.S. Mail

Airports Director
Okaloosa County, Florida
Destin-Ft Walton Beach Airport
1701 State Road 85 North, Suite 1
Eglin AFB, FL 32542-1498

By Express Mail or
Overnight Delivery:

Airports Director
Okaloosa County, Florida
1701 Destin-Ft Walton Beach Airport
State Road 85 North, Suite 1
Eglin AFB, FL 32542-1498

Payment may also be made
to County by Wire Transfer
if so authorized by County
as follows:

Truist/SunTrust Bank

9-digit routing number 061000104

To Credit:

Okaloosa County
Account Number – CONTACT FOR INFO

or at such other place or by such other method as may hereafter be designated in writing by County.

8.02 Amounts due shall be payable as follows:

- a. Operator should report gross receipts from each County airport individually using a separate monthly reporting form.
- b. The Percentage Fee and Surcharge for the preceding month shall be paid to County by Operator within twenty (20) calendar days of the end of the month for which they are due.
- c. Other charges not fixed and determined in amount in advance, utility, tax and service charges, if any, and any other charges, payments, reimbursements and fees due under this Agreement and accruing in any month shall be paid by Operator within twenty (20) days of invoicing by County.
- d. [RESERVED]

8.03 Late Payments - If Operator fails to make payment due County by the due date thereof, Operator shall pay to County, in addition to all other remedies available to County and all other payments to be made by Operator to County, a late charge equal to the lesser of one and one half percent (1-1/2%) per month or the maximum legal monthly interest charge

allowed under Florida Law on the overdue amount and the costs of collection and attorney's fees incurred by County in attempting to obtain payment. In addition, an administrative fee of two hundred fifty dollars (\$250) per amount not paid shall be applied to all late payments once Operator has made late payments on three or more occasions over the past twelve (12) months.

- 8.04 County's Right to Set Off - County shall have the right to set off any past due amount(s) owed County by Operator by applying all or a portion of Operator's current payments to such past due amount(s). In the event County exercises its right of set-off, as aforesaid, it shall notify Operator of the set-off, including the amount thereof. Operator shall then promptly make payment to County of such sum as is needed to satisfy current amounts due.
- 8.05 Financial and Statistical Reports - Operator shall complete and file with the Airports Director no later than the twentieth (20th) day of each month, on forms provided by County, substantially in form and content as the statement attached as Exhibit E, a Certified Statement summarizing Gross Receipts, calculating the amount of Percentage Fee due, and reporting Operator's rental days and rental transactions for the preceding month. Operator's payment for the Percentage Fee shall accompany said certified statements.
- 8.06 Annual Audited Statement of Gross Receipts - Within ninety (90) days of the end of each anniversary during the term of this Agreement or any renewal hereof, Operator shall submit to the Airports Director, in form and content acceptable to her or him, a "Schedule of Gross Receipts" for the VPS Airport and GA Airports for said prior year, prepared in accordance with generally accepted accounting principles, accompanied by an opinion of an independent Certified Public Accountant. The opinions issued by an independent Certified Public Accountant shall be issued in accordance with the provisions of AU Sec. 623 (former Statement of Auditing Standards No. 62), Special Reports, as promulgated by the AICPA. Said statement shall set forth the Gross Receipts, by component thereof as presented in the Certified Statement attached as Exhibit E, and the calculation of the Privilege Fee for the past year as defined under this Agreement. If any such statement discloses that additional sums are due County, Operator shall pay to County such additional sums with the submission of said statement to the Airports Director.

County shall have the right to rely on said certified reports in determining Operator's Percentage Fees due hereunder. Operator shall have full responsibility for the accuracy of said reports. Late payments and payment deficiencies due to incomplete or inaccurate reports to County shall be subject to the late payment and late penalty charges as set forth in Section 8.03 hereof. The acceptance by County of any Operator payment shall not preclude County from verifying the accuracy of Operator's reports or computations, or from recovering any additional payment actually due from Operator. Interest on any additional amount due shall accrue thereon from the date the payment was originally due, at the rate prescribed and calculated in Section 8.03 hereof.

- 8.07 Operator's Records
- a. Operator shall maintain records and accounts for its Peer-to-Peer concession granted under this Agreement, including computerized records, maintained in accordance with generally accepted accounting principles, generally accepted auditing

standards, and the requirements of this Agreement recording Gross Receipts under this Agreement and providing for the determination and calculation of Percentage Fees, Surcharges, and other payments to be made to County by Operator.

- b. Said books, records and accounts shall include detailed analyses listing all of Operator's transactions from operations at the Airports in the form of printed, written or electronic media. Operator's car sharing contract forms shall be numbered and designated for use only with this Agreement. Books and records shall include, but shall not be limited to, all original accounting source documents detailing transactions relevant to this Agreement, including but not limited to, original car sharing contracts, operating/financial statements, a complete (cumulative) general ledger, monthly sales journals detailing each car sharing transaction for the month, reconciliations between the financial records and monthly reports submitted to County, bank statements applicable to the operations of this Peer-to-Peer concession at the Airports, corporate trial balances, corporate contracts with corporate customers, annual audited financial statements and related reports on internal controls (including management representation letters), electronic media documenting accounting records, and other sales-related documents. Said books, records and accounts shall also include documentation of all exclusions from Gross Receipts claimed by Operator. For exclusions or adjustments to Gross Receipts, Operator's books and records shall include, but are not limited to, all agreements between Operator and corporate or volume customers establishing the customer's contractual rights to discounts and/or rebates, if such reduction is permitted by this Agreement, lists of all individual rental transactions with all corporate or volume customers, all individual rental agreements with all corporate or volume customers, and documentation of said records supporting other reductions to Gross Receipts authorized pursuant to Section 1.16 of this Agreement.
- c. [RESERVED]
- d. In those situations where Operator's records have been generated from computerized data (whether mainframe, minicomputer, or PC-based computer systems), Operator agrees to provide County with extracts of data files in a computer readable format on compact disks (CD), E-mail with attached files, or suitable alternative computer data exchange formats as requested by County.
- e. Each record and item of information required hereunder shall be maintained for a period of at least three (3) years from the date of creation and for such extended period as County requires in the event that there is an audit or litigation pending.

8.08 Audit of Operator's Books and Records

- a. The County shall have the right from time to time at its sole expense to audit the compliance by the Operator with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement. If either an annual audit or any other lesser period audit performed by County discloses an under reporting of Gross Receipts, Operator shall pay to County any amounts due under this Agreement within fifteen (15) calendar days of written notice by County, plus interest calculated in accordance with Section 8.03 of this Agreement. If an audit conducted by County

or at County's direction discloses an under reporting of Gross Receipts by two percent (2%) or more for any twelve (12) month period, Operator shall reimburse County for the full cost of the audit, interest calculated in accordance with Section 8.03, any applicable legal fees and expenses and shall pay a penalty of ten percent (10%) of the under reported Percentage Fee.

- b. Operator shall provide the name and telephone number of Operator's accounting manager who has a thorough knowledge of the accounting system as it pertains to this Agreement and who will assist County with its audit. Operator will also allow interviews of past and present employees who were involved in the financial or operational activities of Operator as part of the audit.
- c. Operator agrees to provide appropriate work space to conduct the audit and free access to office and equipment needed to conduct the audit. Operator will also make the requested original books and records available within ten (10) working days from the date of request by County or County's representative and will freely lend its own assistance in conducting the audit. If County has authorized Operator to keep such books and records outside the Airports or outside Okaloosa County and the same cannot be provided and made available locally, Operator agrees to reimburse County for expenses incurred in sending representatives to wherever such books and records are maintained. Such expense will include transportation, lodging, food and other out-of-pocket expenses resulting from the necessity to leave Okaloosa County.
- d. Operator's duty to maintain books and records and County's rights under this Agreement to inspect and audit the books and records of Operator shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9

[RESERVED]

ARTICLE 10

[RESERVED]

ARTICLE 11

RULES AND REGULATIONS; COMPLIANCE WITH LAWS

- 11.01 Rules and Regulations - Operator shall comply with and shall cause its employees, passengers, guests, invitees, agents and independent contractors to comply with all of County's rules and regulations and the Airports Director's operating directives with respect to the safe, prudent, or orderly conduct, use or operation of the Airports, as such rules, regulations and operating directives currently exist and as they may be hereafter enacted or amended from time to time in the future.
- 11.02 Observance and Compliance with Laws

- a. Operator shall, in connection with its rights and obligations hereunder, observe and comply with all laws, statutes, ordinances and regulations of all governmental authorities having jurisdiction, and shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by all applicable federal, state, county and municipal laws, statutes, and ordinances, including but not limited to all rules, regulations and directives of the Federal Aviation Administration.
- b. Operator agrees to make part of and incorporate into this Agreement by reference or by setting forth at length, at the option of County, any and all statutes, rules and regulations, and assurances and covenants required pursuant thereto, the incorporation of which may now or hereafter be required by the Federal Aviation Administration or other federal agency or by the State of Florida; provided, however, that nothing herein shall be construed to limit or diminish the right of Operator, at its own cost, risk and expense, to contest the same, by appropriate judicial or administrative proceeding.

ARTICLE 12

[RESERVED]

ARTICLE 13

INDEMNIFICATION AND INSURANCE

13.01 Operator Insurance

1. The Operator shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Operator.

6. The County reserves the right at any time to require the Operator to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Operator shall include any associated or subsidiary company which is involved and is a part of the Agreement and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Operator that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

13.02 Worker's Compensation Insurance

1. The Operator shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Operator shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Operator must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Operator himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

13.03 Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the operator does not own vehicles, the operator shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Operator must maintain this insurance coverage throughout the life of this Agreement.

13.04 Commercial General Liability Insurance

1. The Operator shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only

to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Operator shall notify the County representative in writing. The Operator shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. Commercial General Liability coverage shall include the following:

- 1.) Premises & Operations Liability
- 2.) Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

4. Operator shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

13.05 Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

13.06 Notice of Claims or Litigation

The Operator agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Operator's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Operator becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

13.07 Indemnification & Hold Harmless

To the fullest extent permitted by law, Operator shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Operator and other persons employed or utilized by the Operator in the performance of this Agreement.

13.08 Certificate of Insurance

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The Operator shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the Operator shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Operator's full responsibility. In particular, the Operator shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

13.09 General Terms

1. Any type of insurance or increase of limits of liability not described above which, the

Operator required for its own protection or on account of statute shall be its own responsibility and at its own expense.

2. Any exclusions or provisions in the insurance maintained by the operator that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.
3. The carrying of the insurance described shall in no way be interpreted as relieving the Operator of any responsibility under this Agreement.
4. Should the Operator engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.
5. The Operator hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Operator under all the foregoing policies of insurance.

13.10 Umbrella Insurance

The Operator shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

ARTICLE 14

TERMINATION AND DEFAULT UNDER AGREEMENT

- 14.01 Termination by County - Except as otherwise specifically provided for in this Agreement, the following provisions shall control termination of this Agreement by County. If any one or more of the following shall occur, then upon the occurrence of any such event or at any time thereafter during the continuance thereof, County may, at its option, immediately and without prior notice of default, terminate the lettings, licenses and other rights of Operator hereunder by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective five (5) days after mailing:
- a. Operator shall become insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Code"), or any successor statute thereto); or shall fail to pay its debts generally as they mature; or shall take the benefit of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors; or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Code or under any other law or statute of the United States or of any State thereof; or consent to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against Operator under any chapter of the Code;

- b. By order or decree of a court, Operator shall be adjudged a debtor or bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the Code or under any other law or statute of the United States or any State thereof and such order or decree shall not be stayed or vacated within thirty (30) days of its issuance;
- c. A petition under any chapter of the Code or an action under any federal or state insolvency law or statute shall be filed against Operator and shall not be dismissed or stayed within thirty (30) days after the filing thereof;
- d. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator or other similar official shall take possession or control of all or substantially all of the property of Operator and such possession or control shall continue in effect for a period of thirty (30) days;
- e. Operator shall become a corporation in dissolution;
- f. The letting, license or other interest of or rights of Operator hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Paragraphs (a) through (e) of this Section 14.01;
- g. Operator shall fail to maintain in effect the Agreement Security required in the amount specified in Section 7.07 or the insurance required by Section 13.02 of this Agreement;
- h. Operator shall fail on three (3) separate occasions during any twelve (12) consecutive month period to make any Privilege Fee, or any other payment to County when due;
- i. The failure of Operator to comply with one or more obligations under this Agreement when required on three (3) separate occasions during any twelve (12) month consecutive period;
- j. Operator shall voluntarily discontinue its Peer-to-Peer business at the Airports for a period of thirty (30) consecutive days or, after exhausting or abandoning any further appeals, Operator shall be prevented for a period of ninety (90) consecutive days by action of any governmental agency, other than County, from conducting its Peer-to-Peer business at the Airports, except with respect to any such governmental action affecting operators generally at the Airports; and
- k. County may terminate this Agreement for cause upon five (5) days' written notice to the Operator.

14.02 Merged Corporation - If Operator shall become a merged corporation in a merger or a constituent corporation in a consolidation which is prohibited pursuant to Section 15.01 and Section 15.05, County may, at its option, terminate the lettings, licenses and other

rights of Operator hereunder upon five (5) days prior written notice of termination sent by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective five (5) days after mailing.

- 14.03 Default for Non-Payment - If Operator shall fail to duly and punctually pay any Fees or Charges required to be paid hereunder or shall fail to make payment when due of any other sum required to be paid to County pursuant to this Agreement, then County may, if such default is not cured within ten (10) days after receipt of written notice thereof with respect to such non-payment of said Fees or Charges and thirty (30) days with respect to the non-payment of any other fee or charge, at its option, terminate the lettings, licenses and other interests and rights of Operator hereunder, by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective when mailed.
- 14.04 Additional Events of Default - If the following shall occur, then upon the occurrence of any such event or at any time thereafter during the continuance thereof, County may, at its option, terminate the lettings, licenses, and other rights of Operator hereunder by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective when mailed: Operator shall fail to keep, perform and observe any term, condition, provision, warranty or covenant of this Agreement for a period of thirty (30) days after written notice specifying such failure is given to Operator by County; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to County's right to terminate this Agreement if corrective action is instituted by Operator within the applicable period and diligently pursued until the failure is remedied.
- 14.05 County Rights Upon Default - Notwithstanding any other provision in this Agreement, Operator agrees that upon any default in payment under this Agreement or upon the failure by Operator to comply with any other term, condition, provision, warranty or covenant hereof and Operator's failure in each case to cure such default or failure within any applicable grace period granted hereunder, County may:
- a. Terminate this Agreement without discharging any of Operator's obligations hereunder and exclude Operator from the Airports;
 - b. [RESERVED]
 - c. From time to time, take whatever action at law or in equity appears necessary or desirable to collect Operator's Fees and Charges and any other amounts payable by Operator hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement or covenant of Operator under this Agreement.
 - d. It is understood and agreed that the rights and remedies set forth in this Section 14.05 shall be in addition to all other rights and remedies which are or may be available to County at law or in equity.
- 14.06 County Rights Cumulative - All the rights and remedies hereinbefore given to County shall be cumulative and concurrent. No termination of this Agreement shall deprive

County of any of County's rights or remedies or actions against Operator for Fees and Charges, or other payments due hereunder or any other amount due or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Operator's Fees and Charges or any other payment due hereunder on breach of covenant, or the resort to any other right or remedy herein provided for the recovery of Operator's Fees and Charges or any other amount due be construed as a waiver of the right to obtain possession of the Leased Premises.

14.07 Operator's Rights Upon County Default - Operator's sole remedy for any County default under this Agreement shall be an action in contract for damages or an action seeking specific performance by County. Operator waives its right to a trial by jury.

14.08 [RESERVED]

14.09 Removal of Operator's Property - The personal property placed or installed at or on the Airports by Operator, including, but not limited to, trade fixtures and trade equipment, shall remain the property of Operator and must be removed on or before the expiration of the term or the expiration of any extension or renewal hereof at Operator's sole risk and expense. Any damage to the Airports or any portion thereof resulting from such removal shall be paid for by Operator. In the event of termination of this Agreement, Operator shall have thirty (30) days after such termination during which to remove such property. However, County shall have the right to assert such lien or liens against said property as County may by law be permitted. So long as any such property remains on the Airports, Operator's obligation to pay Operator's Fees and Charges or other payments due County shall continue. County's right to assert any lien against Operator's property shall not extend to Operator's fleet vehicles if and to the extent that Operator's vehicle related financing agreements prohibit such action.

If Operator's property is not removed as herein provided, County may, at its option, after written notice to Operator and at Operator's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in County's possession and after the expiration of thirty (30) days sell the same (except for Operator's fleet vehicles if and to the extent that Operator's vehicle related financing agreements prohibit such sale by County), the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Operator to County, and any balance remaining shall be paid to Operator.

14.10 No Waiver by County - A failure by County to take any action with respect to any default or violation by Operator of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of County to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by County of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of County pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.

14.11 Agreement to Pay Attorneys' Fees and Expenses - When an event of default by Operator has occurred and County retains attorneys (or uses the services of County counsel) or

incurs other costs and expenses for the collection of Fees and Charges or other payments due hereunder, or for the enforcement or performance or observance of any covenant or obligation or agreement on the part of Operator herein contained, and if County is successful in obtaining judgment against Operator, or in obtaining a settlement with Operator, Operator shall pay to County the fees and expenses of such attorneys and such other costs and expenses incurred by County in taking such action.

ARTICLE 15

ASSIGNMENT, SUBLEASE AND TRANSFERS

- 15.01 Prohibition Against Assignment and Sublease - Operator covenants that it shall not assign, sublet, transfer, convey, sell, mortgage, pledge or encumber this Agreement or any part thereof, or any rights of Operator hereunder, in whole or in part, without the prior written consent of County, which shall not be unreasonably withheld. Consent by County to any type of transfer described in this Section 15.01 or elsewhere in this Agreement shall not in any way be construed to relieve Operator from obtaining further authorization from County for any subsequent transfer of any nature whatsoever.
- 15.02 Operator's Survival Obligations - Notwithstanding any assignment, sublet or any other transfer of any rights hereunder, Operator shall remain fully liable for the payment of all of its Fees and Charges and other payments due County under this Agreement and fully responsible for the performance of all of its other obligations hereunder, unless and to the extent that County provides a specific written release to Operator in its written consent provided pursuant to Section 15.03 hereof.
- 15.03 Request for Assignment/Sublease - Any and all requests by Operator seeking authorization under Section 15.01 shall be made in writing by certified mail to the Airports Director at County's address set forth in Section 17.06 of this Agreement. Such request must provide adequate financial information of the proposed assignee / sublessee so that the County may determine, in its reasonable judgment, that the proposed assignee / sublessee is financially qualified to meet the terms and conditions of this Agreement.
- 15.04 Unauthorized Assignment or Sublease - If any transfer of Operator's interest hereunder shall occur, whether or not prohibited by Section 15.01 or Section 15.05, County may collect Fees and Charges and any other payments due County under this Agreement from any purported assignee, sublessee or transferee of Operator, and in such event shall apply the net amount collected to Fees and Charges and any other payments payable by Operator hereunder this Agreement without such action by County releasing Operator from this Agreement or any of its obligations hereunder. If any transfer prohibited by Section 15.01 or Section 15.05 shall occur without authorization of County and County collects Fees and Charges and any other payments due County under this Agreement from any purported assignee, sublessee or transferee of Operator and applies the net amount collected in the manner described in the preceding sentence, such actions by County shall not be deemed to be a waiver of the covenant contained in Section 15.01 or Section 15.05 or constitute acceptance of such assignee, sublessee or transferee by County or release Operator from this Agreement or any of its obligations hereunder.
- 15.05 Change of Control - Any other provision of this Article 15 or any other provision of this Agreement notwithstanding, any transfer in control of Operator's entity structure, whether

by action of Operator or by operation of law, shall likewise require approval and consent of County pursuant to Section 15.01 hereof. For a change in control of a public entity, where all or a substantial portion of the entity's assets are acquired, it is acknowledged that notice post-acquisition may occur. Without limiting the generality of the foregoing, for purposes of this Agreement, the transfer of forty percent (40%) or more of Operator's stock (if a corporation) during any 12-month period shall constitute a change in control. Any transfer of control not so authorized shall be a violation of the covenants of Section 15.01 enabling County to exercise any and all rights of County under Section 15.04.

ARTICLE 16

GOVERNMENT INCLUSION AND GOVERNMENTAL COVENANTS

- 16.01 [RESERVED]
- 16.02 County Right to Improve Airports – County has, has had and shall continue to have the absolute right to develop, expand, improve and renovate the Airports, including but not limited to, its apron and taxiways, the Terminal Building and other Airports facilities, regardless of the desires or views of Operator and without interference or hindrance from Operator and without any liability to Operator; and County may continue to so develop, expand, improve and renovate the Airports, including but not limited to, its apron and taxiways, Terminal Building and other Airports facilities throughout the term of this Agreement.
- 16.03 Reservation of Air Navigation Rights - County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the VPS Airport for navigation or flight in said airspace for landing on, taking off from, or operating at the VPS Airport. This reservation of air navigation rights is with respect to County's operations authorized under its joint use agreement with the United States of America.
- 16.04 Nondiscrimination - To the extent that the following provisions are applicable to Operator's activities at the Airports and the inclusion of such provisions is required by law, grant agreement or contract, Operator agrees to observe and comply with said provisions:
- a. Operator agrees that in the operation of its Peer-to-Peer concession at the Airports, it shall not discriminate against any person by reason of sex, race, color, religion, national origin, disability or handicap in the use of any of the facilities provided for the public at the Airports.
 - b. Operator, for itself, its successors in interest and assigns, as a part of the consideration therefor, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation

Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of the breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Agreement. Unless precluded by the provisions of the above assurance or regulation, County shall follow the notice and termination provisions contained in Article 14 of this Agreement.

- c. Operator, for itself, its successors in interest and assigns, as a part of the consideration therefor, does hereby covenant and agree, as a covenant running with the land, that:
1. No person on the grounds of sex, race, color, religion, national origin or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
 2. In the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of sex, race, color, religion, national origin or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination
 3. Operator (whether a grantee, licensee, lessee, permittee, etc.) shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of the breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Agreement. Unless precluded by the provisions of the above assurance or regulation, County shall follow the notice and termination provisions contained in Section 14 of this Agreement.

16.05 [RESERVED]

16.06 [RESERVED]

16.07 [RESERVED]

16.08 [RESERVED]

16.09 Prohibition Against Exclusive Rights - It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide Peer-to-Peer services to the public, and County reserves the right to grant to others the privileges and right of conducting any or all activities related to the operations of a Peer-to-Peer concession.

16.10 Government Inclusion - Operator covenants and agrees that this Agreement shall be subordinated to the provisions of any existing or future agreement between County and

the United States Government, including the County's agreements with the United States Air Force relative to the operation and maintenance of the VPS Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the VPS Airport or the continued operation or certification of the VPS Airport.

- 16.11 Compliance with Environmental Laws -Operator covenants, represents, and warrants that in conducting any activity or business at the Airports, or in conducting any operation or performing any work pursuant to this Agreement, Operator shall comply with all applicable Environmental Laws. Operator further covenants, represents and warrants that:
- a. Operator shall obtain and maintain all Environmental Permits required for it to conduct its activities and business on at the Airports.
 - b. At County's request, Operator shall make available to County for inspection and copying, upon reasonable notice and at reasonable times, any and all documents and materials which Operator prepared or had prepared with respect to or pursuant to any Environmental Law or Environmental Permit, or which Operator submitted or had submitted to any governmental agency, which documents or materials relate to environmental issues, Environmental Laws or Environmental Permits, pertain to the Airports, and would be discoverable in litigation.
 - c. [RESERVED]
 - d. Upon five (5) business days' notice to Operator (or due to an emergency less timely notice has been provided), if Operator fails to comply with any Environmental Law or Environmental Permit or if Operator fails to commence immediate corrective action or required remediation, County may, in addition to the rights and remedies described elsewhere in this Agreement and any other rights and remedies otherwise available to County, take all reasonable and necessary actions, at Operator's expense, to ensure such compliance with the Environmental Law or Environmental Permit.
 - e. In the event of any release or threatened release of Hazardous Materials caused by Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors, and which is required by an applicable Environmental Law or County Rule or Regulation to be reported by Operator, whether as a result of negligent conduct or otherwise, at, on, under or about the Airports, or in the event any claim, demand, complaint, or action is made or taken against Operator that pertains to the environment at the Airports, or if Operator receives any notice pertaining to Operator's failure or alleged failure to comply with any Environmental Law or Environmental Permit, Operator shall promptly notify County of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide County with a copy of each such claim, demand, complaint, notice, and action. If Operator is required by any Environmental Law, Environmental Permit, or governmental agency to file any notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Airports, Operator shall simultaneously provide a copy of such notice or report to County.

- f. Operator shall undertake all necessary steps to remedy and remove any environmental pollution, contamination, condition, or damage to the extent caused by or resulting from the activities, conduct or presence of Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors at the Airports, whether resulting from negligent conduct or otherwise, as determined by the appropriate governmental agency to be necessary to reasonably protect the public health or safety to the extent required by applicable law, or to bring the Airports into compliance with all Environmental Laws and Environmental Permits. Such work shall be performed at Operator's expense. Except in the event of an emergency, such work shall be after Operator submits to County a written plan for completing such work and receives the prior approval of County, which shall not be unreasonably withheld. County shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The actual cost of such review and inspection shall be paid by Operator. Specific cleanup levels for any environmental remediation work Operator performs shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits. Operator warrants that all work performed pursuant to this Agreement shall be performed in accordance with all Environmental Laws and Environmental Permits, specifically including without limiting the generality of the foregoing any applicable National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.
- g. Notwithstanding the obligations imposed on Operator in Paragraph (f) of this Section of the Agreement, County and other Federal, state, and local agencies having jurisdiction shall at all times have the right, should Operator fail to respond to a notification, after a specified cure period, if any, or immediately if necessary to mediate further contamination, to take any and all actions as they may individually or collectively deem appropriate to cease, contain, investigate, remediate, and otherwise respond to a condition which results from, causes, or threatens to cause environmental pollution, contamination, or damage at, under or about the Airports. Operator agrees to cooperate with any and all such actions.
- h. County shall not be responsible to Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors for any environmental condition in existence at the Airports, which condition may interfere with Operator's business or other operations or activities, or which might otherwise cause damage to Operator through loss of business, destruction of property, or injury to Operator, its owners, directors, officers, agents, employees, customers, clients, vendees, invitees, concessionaires, or licensees, except to the extent that any such condition is directly caused by County or its employees.

16.12 Operator's Environmental Indemnity -With respect to Environmental Laws and Environment Permits, Operator agrees as follows:

- a. Without in any way limiting Operator's obligations under Article 13 hereof, Operator shall assume the risk of, be responsible for, protect, defend, indemnify and hold harmless County and its past, present and future officers, the members of the Board of County Commissioners, the employees and agents of County, and each of them, including without limitation the Airports Directors of County, and shall hold each and all of them harmless at all times from and against any and all losses, claims,

liabilities, damages, costs, and expenses, including reasonable attorneys' fees, which may be incurred in connection with any actual, threatened, or potential environmental pollution, contamination, condition, or damage to the extent caused by or resulting from any activity, conduct, or presence of Operator or any of Operator's directors, officers, agents, contractors, subcontractors, or employees at the Airports or from Operator's failure to comply with any Environmental Law or Environmental Permit.

- b. All rights and remedies of County as provided in this Agreement with regard to environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Law or Environmental Permit shall be deemed cumulative in nature; and County's right to indemnification as provided under this Section shall survive the termination of this Agreement.

16.13 Stormwater - Operator shall comply with the following provisions with respect to stormwater management at or from the Airports:

- a. Notwithstanding any other provisions or terms of this Agreement, Operator acknowledges that certain properties within the Airports, or on County-leased land, are subject to stormwater rules and regulations. Operator agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Airport's property and uses thereof.
- b. County and Operator will cooperate to insure compliance with any stormwater discharge permit terms and conditions, as well as to insure safety and to minimize cost of compliance. Operator acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled, or otherwise used by Operator, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining appropriate and relevant "best management practices" as that term may be defined in applicable stormwater rules and regulations.
- c. County will invite Operator to participate in discussions with the Florida EPA, the United States of America EPA, or the United States Air Force regarding discharge permit requirements and shall provide Operator with written notice of any stormwater discharge permit requirements applicable to Operator and with which Operator will be obligated to comply from time to time, including certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Operator agrees to undertake, at its expense, unless otherwise agreed to in writing between County and Operator, those stormwater permit requirements for which it is reasonably responsible and for which it has received written notice from County and which are applicable exclusively to Operator, and Operator agrees that it will hold harmless and indemnify County for any violations or non-compliance by Operator with any such permit requirements for which it has undertaken.

GENERAL PROVISIONS

- 17.01 Quiet Enjoyment - To the extent of its authority to provide the same under the lease between the United States of America and the County, and to the extent permitted under the lease and/or joint-use agreement, County covenants that, if Operator shall perform all obligations and make all payments as provided herein, Operator shall peaceably have and enjoy all the rights, licenses, privileges, appurtenances, and facilities granted herein; provided, however, that the foregoing covenants shall be binding on County only so long as it is the operator of the Airports and has the authority to make this covenant under the foregoing agreements.
- 17.02 [RESERVED]
- 17.03 Force Majeure
- a. Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder to the extent due to acts, events or conditions beyond its control, including, but not limited to, acts of God, acts of a public enemy, war, blockade, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of County or Operator hereunder, their respective contractors or subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of County or Operator to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this section is intended or shall be construed to abate, postpone or in any respect diminish Operator's obligations to make payments of Fees and Charges and any other payments when due to County pursuant to this Agreement.
- b. County shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction. County shall also have the right to manage and employ procedures to effectuate energy conservation measures at the Airports and Operator shall fully cooperate with County in these efforts.
- 17.04 No Co-Partnership or Agency - It is understood and agreed that nothing herein contained, including but not limited to County receiving Percentage Fee payments from Operator, is intended or shall be construed to in any respect create or establish the relationship of co-partners between the parties hereto, or as constituting either party as the general representative or agent of the other party for any purpose whatsoever.
- 17.05 No Personal Liability - No past, present or future officer, member, official, director, agent or employee of either party or the United States of America shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.

17.06 Notices - Except as otherwise expressly provided in this Agreement, all notices, consents, approvals and other communications provided for under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or by receipted overnight delivery, to County and Operator at the following addresses:

by U.S. Mail

COUNTY

Airports Director
Destin-Ft Walton Beach Airport
1701 State Road 85 North, Suite 1
Eglin AFB, FL 32542-1498

Cc:

Okaloosa County Contract Coordinator
5479 A Old Bethel Road
Crestview, FL 32536
(850) 689-5960

OPERATOR

Turo Inc.
Attn: Legal - Airports
111 Sutter Street, 12th Floor
San Francisco, CA 94104

by Overnight Delivery

COUNTY

Airports Director
Destin-Ft Walton Beach Airport
1701 State Road 85 North, Suite 1
Eglin AFB, FL 32542-1498

OPERATOR

Turo Inc.
Attn: Legal - Airports
111 Sutter Street, 12th Floor
San Francisco, CA 94104

or to such other person or address as either County or Operator may from time to time designate by written notice to the other in accordance with this Section.

17.07 Entire Agreement - This Agreement, including the attached exhibits, embodies the entire agreement between County and Operator relating to the subject matter hereof, supersedes all prior agreements and understandings, written or oral, express or implied between County and Operator relating thereto. This Agreement, including the attached exhibits and endorsements, may not be changed, modified, discharged or extended except by written amendment duly executed by the parties.

- 17.08 No Third Party Beneficiaries - Each of the parties hereto has entered into this Agreement solely for its own benefit, and it is their intent that no third party shall have a right to claim damages or bring any suit, action or other proceeding by or against either of the parties hereto because of any breach hereof, excepting solely the United States of America so long as it is the owner of Airport's property or a person to whom this Agreement is sublet, transferred or assigned as herein provided. Except as otherwise provided in Paragraph (i) of Section 13.03 of Article 13 hereof, the foregoing provision shall not apply to insurance subrogation rights vested or arising in third parties resulting from insurance policies related to this Agreement.
- 17.09 Construction of Agreement - Regardless of which party hereto is responsible for the preparation and drafting of this Agreement, it shall not be construed more strictly against either party.
- 17.10 Severability - If any of the terms, conditions, provisions, warranties or covenants of this Agreement, or any portions thereof, shall contravene or be invalid under the laws or regulations of the State of Florida or the United States of America, or any of their respective agencies, departments or subdivisions, such contravention or invalidity shall not invalidate the whole Agreement, but this Agreement shall be construed as if not containing the particular term, condition, provision, warranty or covenant or portion thereof held to be in contravention or invalid, and the rights and obligations of the parties shall be construed accordingly.
- 17.11 Sealed Agreement - The parties hereto acknowledge, represent, state and warrant that they have signed and executed this Agreement under seal, that they have adopted their respective seals as affixed to this Agreement, and that they are executing this Agreement with the intent that it shall be a sealed instrument.
- 17.12 Survival of Warranties - All warranties and covenants set forth in this Agreement shall survive the execution, performance and termination of this Agreement.
- 17.13 Applicable Law - This Agreement is made and entered into in Okaloosa County, Florida, and Florida law shall govern and apply to this Agreement. In the event of a dispute or disputes between the parties hereto, and in the event litigation is instituted, such litigation shall be commenced only in a state court in Okaloosa County, Florida.
- 17.14 Operator is Independent Contractor - It is expressly understood and agreed by and between the parties hereto that Operator is and shall remain an independent contractor responsible to all parties for all of its acts or omissions and County shall be in no way responsible for Operator's acts or omissions.
- 17.15 Successor and Assigns Bound by Covenant - Subject to the limitations on Operator's rights under Section 15.01 and Section 15.05 of this Agreement, all covenants, stipulations and agreements in this Agreement shall extend to and bind legal representatives, successors and assigns including successors-in-interest by merger and consolidation of the respective parties hereto.
- 17.16 Time of Essence - For purposes of performance and interpretation of compliance under this Agreement, it is agreed by the parties that time is of the essence under this Agreement.

- 17.17 Consents and Approvals – Unless otherwise stated herein, if any consent, approval, determination, judgment or concurrence is required of County hereunder, it is agreed that such consent, approval, determination, judgment or concurrence may be withheld, granted or made at the sole discretion of County.
- 17.18 Agreement Subject to Agreements with United States Air Force - This Agreement, the term thereof, and all Operators' rights thereunder, is subject to all terms, conditions and limitations of both the lease and joint use agreement between the County and the United States of America, as they now exist or as they may be hereafter amended, under which County has constructed facilities and operates the VPS Airport on land leased from the United States of America and its joint use of the flying facilities of Eglin Air Force Base. These terms, conditions and limitations include but are not limited to the United States of America's rights to suspend and terminate said agreements. Operator acknowledges that it is aware of said agreements, including all terms, conditions and limitations thereof, including those under which Operator's rights, as they now exist or as they may be hereafter amended, to operate its concession at the VPS Airport may be impacted, suspended or terminated.
- 17.19 Agreement Between County and Other Peer-to-Peer Companies – County agrees not to enter into any Agreement with any other Operator conducting similar operations at the Airports after the date of this Agreement that contains more favorable terms and conditions than those provided in this Agreement.
- 17.20 Public Records – Operator must comply with the public records laws, Florida Statutes chapter 119, specifically Operator must:
- a. Keep and maintain public records required by the County to perform the service.
 - b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Operator does not transfer the records to the County.
 - d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Operator or keep and maintain public records required by the County to perform the service. If the Operator transfers all public records to the public agency upon completion of the contract, the Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Operator keeps and maintains public records upon completion of the contract, the Operator shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

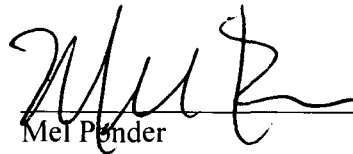
IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N WILSON STREET, SUITE 301 CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com .

- 17.21 Federal Requirements - Contractor agrees to comply with all federal regulations, including, but not limited to Exhibit A.
- 17.22 Entire Agreement – This Agreement consists of Articles 1 through 17 and Exhibits. It constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by County and Operator.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

OKALOOSA COUNTY, FLORIDA

BY:



Mel Pender
Chairman, Board of County Commissioners



ATTESTS:

For J.D. Peacock II

J.D. Peacock II
Clerk of Circuit Court



OPERATOR

BY: *[Signature]*

TURO Inc.

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared _____, who under oath deposes and says that he is the duly authorized representative of _____ to execute contracts and lease agreements on behalf of Operator, and that he executed the foregoing instrument for the uses and purposes contained therein.

see attached

SWORN AND SUBSCRIBED before me this _____ day of _____, 2022.

NOTARY

My commission expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On 10/03/2022 before me, Brian Lee, Notary Public
(insert name and title of the officer)

personally appeared Alex Benn,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

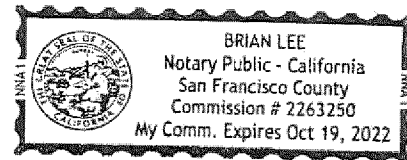


Exhibit "A"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

- a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

SAMPLE XXXX
PEER-TO-PEER MONTHLY STATEMENT OF GROSS RECEIPTS AND FEES DUE

MONTH/YEAR _____
 COMPANY _____
 dba _____

MONTH	MONTHLY TOTALS										
	REVENUE AND DEDUCTIONS					PRIVILEGE FEE (% Reportable Revenue)	Other (if applicable)				TOTAL FEES DUE
	GROSS RECEIPTS		ALLOWABLE DEDUCTIONS		REPORTABLE REVENUE (Gross - Deductions)						
	TIME	OTHER CHARGES	TAXES	OTHER							
INDIVIDUAL OWNER (As defined in Permit)	INSURANCE, FUEL, MILEAGE, OTHER ADD ONS										
JANUARY											
FEBRUARY											
MARCH											
APRIL											
MAY											
JUNE											
JULY											
AUGUST											
SEPTEMBER											
OCTOBER											
NOVEMBER											
DECEMBER											
TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	

OATH OF CONCESSIONAIRE: The undersigned states that the revenues, rent payments and calculations shown by this statement are correct to the best of her or his knowledge and belief, and the percentage shown is due XXXX in accordance with the Permit.

 Signature--Authorized Officer

 Date

TRANSACTION DETAIL - Attach sheets for additional transactions

DATE/TIME	UNIQUE ID	VEHICLE ID	TOTAL FEE
Please see <i>Exhibit 1</i> attached			

SUMMARY DATA for THE MONTH
TOTAL OWNERS AT DEN
TOTAL CARS PER DAY
Please see <i>Exhibit 2</i> attached

Exhibit 1

Invoice Created Date/Time	Unique ID (Reservation ID)	Vehicle ID (License Plate Number)	Total Fees
------------------------------	-------------------------------	--------------------------------------	------------

Exhibit 2

TOTAL CARS PER DAY	
Day of the Month	No. of Cars per day
1-Oct	
2-Oct	
3-Oct	
4-Oct	
5-Oct	
6-Oct	
7-Oct	
8-Oct	
9-Oct	
10-Oct	
11-Oct	
12-Oct	
13-Oct	
14-Oct	
15-Oct	
16-Oct	
17-Oct	
18-Oct	
19-Oct	
20-Oct	
21-Oct	
22-Oct	
23-Oct	
24-Oct	
25-Oct	
26-Oct	
27-Oct	
28-Oct	
29-Oct	
30-Oct	
31-Oct	
Total	0

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: T30 Tracking Number: 4912-22
Procurement/Contractor/Lessee Name: Turo, Inc. Grant Funded: YES NO
Purpose: non-exclusive peer-to-peer concession agreement
Date/Term: indefinite 1. GREATER THAN \$100,000
Department #: 4201R-344187 2. GREATER THAN \$50,000
Account #: 4210R-344187 3. \$50,000 OR LESS
Amount: revenue 4220R-344187
Department: airport Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 8.30.22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal law Grant Name: _____

Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 8.30.22

Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 9-6-22

County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lydia Garcia
Sent: Tuesday, August 30, 2022 3:37 PM
To: DeRita Mason
Cc: Lynn Hoshihara; 'Parsons, Kerry'
Subject: RE: TURO - New Operating Agreement
Attachments: VPS Peer to Peer Concession Agreement Turo - 2022.08.29.docx

Good Afternoon,

The attached Non-Exclusive Peer to Peer Concession Agreement on Airport Operator approved by Risk Management for insurance purposes.



Kind Regards,

Lydia Garcia
Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC

Risk Management
Direct: 850.689.4111
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Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, August 30, 2022 3:04 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lydia Garcia <lgarcia@myokaloosa.com>
Subject: FW: TURO - New Operating Agreement

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, September 6, 2022 5:37 PM
To: DeRita Mason; Allyson Oury
Subject: Re: TURO - New Operating Agreement
Attachments: VPS Peer to Peer Concession Agreement Turo - 9.6.22.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Tuesday, August 30, 2022 4:03 PM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'; Lydia Garcia
Subject: FW: TURO - New Operating Agreement

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road