

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/06/2016

Contract/Lease Control #: C16-2462-AP

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: RAISER-DC, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2016

Expiration Date: 09/30/2017 W/ AUTO RENEWALS

Description of Contract/Lease: TRANSPORTATION NETWORK BUSINESS

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

Questions or to report a claim, please visit

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101



Policy number: 06250110-7

Underwritten by:
Progressive Express Insurance Company
Process Date: September 01, 2021
Page 1 of 1

Certificate of Insurance

Certificate Holder

Destin-Fort Walton Beach Airport
1701 FL-85
Eglin AFB, FL 32542

Insured

Rasier, LLC
Rasier-CA, LLC
Rasier-DC, LLC
Rasier-PA, LLC
Rasier-MT, LLC
Hinter-NM, LLC
1515 3rd Street
San Francisco, CA 94158

Agent

PROGRESSIVE COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: September 01, 2021

Policy Expiration Date: March 01, 2022

Insurance coverage(s)	Limits	Deductible
Liability To Others Bodily Injury and Property Damage	\$1,000,000 combined single limit	
Uninsured Motorist Non-Stacked	\$10,000 each person/\$20,000 each accident	
Underinsured Motorist Non-Stacked	\$10,000 each person/\$20,000 each accident	

Description of Operations/Location/Vehicles/Special Items

A "TNC driver" is an individual that is operating a motor vehicle in connection with the named insured's "covered TNC operations" and has recorded acceptance in the "ride-share application" of a request to provide "covered TNC operations," and is either traveling to the pick-up location or traveling from the pick-up location to the drop-off location.

If a policy described above is cancelled mid-term, notice will be delivered in accordance with that policy's provisions.

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101



Named insured
Rasier, LLC
Rasier-CA, LLC
Rasier-DC, LLC
Rasier-PA, LLC
Rasier-MT, LLC
Hinter-NM, LLC
1515 3rd Street
San Francisco, CA 94158

Policy number: 06250110-7

Underwritten by:
Progressive Express Insurance Company
September 01, 2021
Policy Period: Sep 01, 2021 - Mar 01, 2022
Page 1 of 1

Additional insured primary and noncontributory endorsement

Name of person(s) or organization(s)

Destin-Fort Walton Beach Airport

A person or organization named above is an additional insured with respect to such liability coverage as is afforded by the policy, but this insurance applies to said additional insured only as a person or organization liable for the conduct of another insured and then only to the extent of that liability or the Limit of Liability shown on this endorsement, whichever is less.

Liability To Others:

Bodily Injury and Property Damage Liability \$ 1,000,000 combined single limit

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured(s) shown above provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. The additional insured has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 06250110-7

Issued to (Name of Insured): Rasier, LLC
Rasier-CA, LLC
Rasier-DC, LLC
Rasier-PA, LLC
Rasier-MT, LLC
Hinter-NM, LLC

Effective date of Endorsement: September 01, 2021

Policy Expiration date: March 01, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		CONTACT NAME: Laura Malasig PHONE (A/C, No, Ext): 415.402.6618 FAX (A/C, No): E-MAIL ADDRESS: lmalasig@woodruffssawyer.com	
INSURED Rasier-DC, LLC 1515 3rd Street San Francisco CA 94158		INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24147	

COVERAGES

CERTIFICATE NUMBER: 1818005521

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

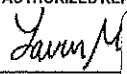
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MWZY31379421	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 31379321	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Destin-Fort Walton Beach Airport is included as Additional Insured to the extent provided in the attached form. Coverage is considered Primary and Non-contributory to the extent provided in the attached form.

C16-2462-AP

CERTIFICATE HOLDER**CANCELLATION**

Destin-Fort Walton Beach Airport 1701 FL-85 Eglin AFB FL 32542	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

The ACORD name and logo are registered

CONTRACT #: C16-2462-AP
RAISER-DC, LLC.
TRANSPORTATION NETWORK AGREEMENT
EXPIRES: 09/30/2017 W/ AUTO
RENEWALS

C16-2462-AP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): 415-391-2141		FAX (A/C, No): 415-989-9923	
	E-MAIL ADDRESS:			
INSURED Rasier-DC, LLC 1455 Market, Floor 4 San Francisco CA 94103		UBERTEC-01	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company	NAIC # 24147
INSURER B:				
INSURER C:				
INSURER D:				
INSURER E:				
INSURER F:				

COVERAGES **CERTIFICATE NUMBER:** 68803501 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	MWZY31379420	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB31379320	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Destin-Fort Walton Beach Airport is included as Additional Insured with respect to the General Liability Policy per the attached form. Coverage is primary & non-contributory

CONTRACT#: C16-2462-AP
RAISER-DC, LLC
TRANSPORTATION NETWORK BUSINESS
EXPIRES: 09/30/2017 W/AUTO RENEWALS

CERTIFICATE HOLDER Destin-Fort Walton Beach Airport 1701 FL-85 Eglin AFB FL 32542	CAN1 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

USER NAME

PASSWORD

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Search Results

Current Search Terms: RAISER-DC LLC*

<p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.</p> <p>No records found for current search.</p>
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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



OPERATING AGREEMENT
County Contract No. 16-2462-AP

Between

Raiser- DC, LLC and Okaloosa County Board of Commissioners

THIS OPERATING AGREEMENT (the "Agreement") is hereby made and entered into on 20 Sept., 2016, by and between Raiser-DC, LLC, a limited liability company ("Operator"), whose principal address is 1455 Market Street, San Francisco, CA 94103, a foreign corporation licensed to conduct business in the State of Florida, and Okaloosa County Board of Commissioners ("County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, FL 32579, a political subdivision of the State of Florida. Operator and County are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, County is the owner and operator of the Destin-Fort Walton Beach Airport (the "Airport") located in Okaloosa County, Florida; and

WHEREAS, Operator desires to operate a transportation network business at the Airport wherein the network provided by Operator will be used by independent contractor drivers to connect passengers with pre-arranged transportation services offered by Drivers (hereinafter defined); and

WHEREAS, County has agreed to allow the Operator to conduct its business at the Airport, subject, however, to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

DEFINITIONS

The following definitions shall apply to this Agreement at all times:

- (a) "App" shall mean the mobile smartphone application or platform developed by Operator that connects passengers with Drivers/Vehicles, as reviewed and approved by County.
- (b) "Designated Areas" shall mean the loading zones which are shown on "Exhibit1"
- (c) "Driver" means any individual who has been approved by Operator to use a privately-owned vehicle to transport passengers whose rides are arranged through the Operator's online-enabled application. For purposes of this Agreement, the term "Driver" applies at all times that Driver is on Airport property by reason of the driver's relationship with the Operator, regardless of whether the Vehicle is carrying a passenger.
- (d) "Vehicle" shall mean the personal, privately-owned vehicle used by a Driver.

1. OPERATIONS

1.1. **Designated Areas.** County grants to Operator the right to allow Drivers affiliated with Operator to use, in common with others so authorized, the Designated Areas (as shown on Exhibit 1) to provide the Permitted Use (hereinafter defined), subject to the terms and conditions hereinafter set forth. Operator shall also inform Drivers of the terms of this Agreement. Upon request, Drivers shall allow County personnel access to electronic waybill information (described in Section 3.4). Operator shall perform, or have a third party perform, criminal background checks on each Driver before said Driver begins offering services at the Airport. The Criminal Background check shall include, but is not limited to a national and local check. Nothing in this Agreement shall be construed as granting or creating any license or franchise rights pursuant to any federal, state or local laws, rules or regulations. Operator's rights to use the Designated Areas shall be on a non-exclusive basis at all times. All Drivers shall maintain reasonable personal insurance for their Vehicles at all times.

1.2. **Rights of Ingress and Egress.** Drivers affiliated with Operator shall have the non-exclusive rights of ingress and egress across Airport property to conduct their permitted operations hereunder, provided that such ingress and egress activity: (a) shall not impede or interfere, in any way, with the operation of the Airport by County or the use of the Airport by its tenants, passengers or employees; (b) shall be on roadways, and other areas designated by County from time to time; and (c) may be temporarily suspended by County in the event of an emergency or a threat to the Airport during the time period of such emergency or threat.

1.3. **Changes to Airport.** Operator acknowledges and agrees that: (a) County shall have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and designated pick-up, drop-off and staging areas; and (b) County has made no representations, warranties and/or covenants to Operator regarding the design, construction, passenger or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, Operator acknowledges and agrees that: (y) the Airport may from time to time undergo renovation, construction and other Airport modifications; and (z) the County may from time to time adopt rules and regulations relating to security or other operational matters that may affect Operator's business.

1.4. **"As-Is" Condition.** Operator accepts the Designated Areas and the Airport in their present condition and "as-is", without representation or warranty of any kind, and subject to all applicable laws, ordinances, rules and regulations.

1.5. **Waiting Area.** Any and all Drivers waiting for passengers shall not use or loiter in the Designated Areas, but instead shall wait in the approved staging area known as the "Cell Phone Waiting Area" (as shown on Exhibit 2).

1.6. **Requirements.** During the term of this Agreement, Operator shall be permitted to: (a) operate a transportation network business (subject to this Agreement and all applicable laws, rules, ordinances and regulations) at the Airport utilizing smart phone mobile application technology to connect passengers with pre-arranged transportation services for hire; (b) permit Drivers to access the Operator's App in order to transport such passengers and their personal baggage to and/or from the Airport in Vehicles approved

by Operator; and (c) permit Drivers in providing rides matched through the Operator's App to use common-use Airport roadways for ingress and egress to and from the Airport's passenger terminal. Nothing herein shall be deemed to grant Operator any exclusive right or privilege.

1.7. **Geo-Fence.** Operator shall demonstrate to County that Operator has established a Geo-Fence to manage its airport business and shall notify affiliated drivers about the geo-fence.

2. **TERM; COMMENCEMENT DATE; TERMINATION**

2.1. **Term.** This Agreement shall be effective on the Commencement Date and shall be in effect for a period of one (1) year thereafter. The term shall automatically renew for additional terms of one (1) year each, unless a Party sends a written notice of termination to the other Party at least thirty (30) days prior to the end of the then current term.

2.2. **Commencement Date.** This Agreement shall hereafter be effective, and the "Commencement Date" shall be deemed to occur, on the date on which all of the following conditions precedent are satisfied, in County's sole judgment:

(a) County shall have received certificates evidencing that Operator has obtained all insurance required by this Agreement;

(b) County shall have received the Deposit (as defined in Section 8);

(c) Operator shall implement a virtual perimeter that encompasses the real-world geographic area comprised by the Airport ("Geo-Fence"). Operator will use the Geo-fence and other tools, as appropriate, to manage its airport business and comply with the terms of this Agreement.

(d) Each Driver will maintain information on his or her smartphone while using the App that will be used in lieu of a tangible Airport decal or transponder. This information will allow the Airport to confirm the following information for any Driver or Vehicle using the App while on Airport grounds:

(1) Driver identity;

(2) License plate number;

(3) Certificates of insurance; and

(4) The electronic equivalent of a waybill that meets the criteria set forth in Section 3.4.

(e) The Parties have fully executed this Agreement. ✓

2.3. **Termination.** This Agreement will continue in force until terminated as hereinafter provided:

(a) County shall have the right to terminate this Agreement upon the occurrence of an Event of Default (hereinafter defined) if Operator has not cured such Event of Default within thirty (30) days' after written notice thereof from County; or

(b) Either Party may terminate this Agreement, at any time, for any reason, with or without cause, by giving not less than thirty (30) days' prior written notice thereof to the other Party.

3. **USE**

3.1. **Permitted Use.** Operator and Drivers may use the Designated Areas only for the uses specified in this Agreement (collectively, "Permitted Use") and for no other purpose, and shall not conduct any activity or operations at the Airport not expressly authorized by this Agreement.

3.2. **No Exclusivity.** Operator acknowledges and agrees that it has no exclusive rights to conduct the business described herein, and that County has the right, at all times, to arrange with others for similar activities at the Airport.

3.3. **Transportation Requirements.** In conducting its operations consisting solely of the Permitted Use, without limiting the generality of other provisions of this Agreement, Operator shall inform Drivers of the terms of this Agreement and the following transportation requirements, as amended from time to time by County:

(a) Each Driver shall maintain, within such driver's vehicle at all times while upon Airport grounds, a digital decal as described in Section 2.2(d);

(b) Each Driver shall be allowed to pick-up passengers at the Airport at the Designated Area, and will be allowed to drop-off passengers at the Designated Area;

(c) Each Driver must be able to produce, upon the request of any police officer or other County representative, the electronic equivalent of a waybill meeting the requirements of Section 3.4;

(d) Once a Driver has made contact with the passenger(s) with whom such driver was matched, the Driver shall promptly load such passenger(s); and

(e) Each Driver shall limit such driver's curbside time to the time required for the prompt loading and unloading of passengers, and after loading passengers, such Driver shall thereafter promptly depart from the Airport.

3.4. **Waybills.** In lieu of a paper waybill and as an explicit requirement of County under this Agreement, every passenger pick-up shall be documented electronically immediately after the completion of the ride to which it relates. Drivers shall, upon request, present the electronic equivalent of a requested waybill to any County official for inspection.

3.5. **No Advertising or Promotions.** No Vehicle shall post or display, on the exterior thereof, any signage or other displays except for Operator's name and/or logo.

3.6. General Prohibited Activities. Without limiting any other provision herein, Operator shall not, without the County's prior written consent: (a) cause or permit anything to be done, in or about the Designated Areas or the Airport, or bring or keep anything thereon, which would be reasonably likely to (i) increase, in any way, the rate of fire insurance on the Airport, (ii) create a nuisance, or (iii) obstruct or interfere with the rights of others on the Airport or injure or annoy them; (b) commit, or suffer to be committed, any waste upon the Designated Areas or the Airport; (c) use, or allow the Designated Areas to be used, for any improper, immoral, unlawful or reasonably objectionable purpose; (d) place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within or adjacent to the Designated Areas or the roadways; or (e) do, or permit to be done, anything, in any way, which would be reasonably likely to materially injure the reputation or image of the County or appearance of the Airport or violate the Airport Rules.

3.7. Other Prohibited Activities. Without limiting the generality of other provisions of this Agreement, the following activities are prohibited by Drivers:

- (a) Turning off or disabling the App when a Vehicle is on Airport property, unless the Driver is departing the airport after a drop-off;
- (b) Allowing operation of a Vehicle on Airport roadways by an unauthorized driver;
- (c) Transporting a passenger in an unauthorized vehicle;
- (d) Picking-up or discharging passengers, or their baggage, at any location other than the Designated Areas;
- (e) Failing to provide information, or providing false information, to police officers or Airport personnel;
- (f) Displaying, to an Airport official, a waybill in an altered or fictitious form;
- (g) Soliciting passengers on Airport property;
- (h) Using or possessing any alcoholic beverage while on duty;
- (i) Failing to operate a vehicle in a safe manner;
- (j) Failing to comply with posted speed limits and traffic control signs;
- (k) Using profane or vulgar language;
- (l) Attempting to solicit payment in excess of that authorized by law;
- (m) Soliciting for or on behalf of any hotel, club, nightclub, or other business;
- (n) Soliciting of any activity prohibited by the applicable laws, rules or regulations;
- (o) Disconnecting any pollution control equipment;
- (p) Using or possessing any illegal drug or narcotic while on airport property;

(q) Operating a vehicle without proper certification or at any time during which Operator's authority is suspended or revoked; and

(r) Engaging in any criminal activity.

3.8. **Representative of Operator**. Operator shall provide the County with name, address, telephone and email address for at least one qualified representative authorized to represent and act for Operator in matters pertaining to its operation, and shall keep County informed, in writing, of the identity of each such person.

4. **FEES; REPORTING; AND RECORDKEEPING**

4.1. **Defined Terms**. As used in this Section, the following capitalized terms shall have the following meanings:

(a) "Trip" means each instance in which a Driver affiliated with an Operator picks up a passenger on Airport property.

(b) "Per Trip Fee" means a fee of \$2.50 for each pick-up (or as such fee may hereafter be amended or modified by County). This fee shall be considered a licensing fee not a rental fee.

(c) "Monthly Fee" means the product of the following: (i) the number of Trips conducted by the Operator's Vehicles in one calendar month, and (ii) the Per Trip Fee then in effect. This fee shall be considered a licensing fee not a rental fee.

4.2. **Payment Requirements and Reports**.

(a) Within thirty (30) days after the close of any calendar month, Operator shall submit its operations report to County for the previous calendar month (the "Monthly Report"). The Monthly Report shall be in an agreed-upon electronic or paper format (as specified by County), and shall contain the total number of Trips for the reporting period. All such information shall be accurate at all times.

(b) Operator agrees to pay a Monthly Fee to the County, which shall constitute a total of the Per Trip Fees assessed for each pick-up in the relevant month. The Monthly Fee is due, in full, and received by the County, within thirty (30) days after the close of any calendar month. All payments hereunder, including Monthly Fees, shall be paid at the office of the County Commissioners, or at such other place or manner as County may designate in writing. Operator shall submit the Monthly Report and the Monthly Fee together.

(c) All payments hereunder, including Monthly Fees, shall be paid in lawful money of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind. Any payments hereunder, including Monthly Fees, not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month, or if lower, the maximum amount allowed by law.

4.3. Books and Records.

(a) Operator agrees to maintain and make available to the County accurate and detailed books and records reflecting its performance of its obligations under Sections 4.1–4.2 of this Agreement. Upon the County’s reasonable prior written request, which shall not occur more than once per calendar year, Operator shall permit the the County and its designee to audit and examine such books and records relating to its performance of its obligations under Sections 4.1–4.2 of this Agreement. Operator shall maintain such data and records for a period of not less than five (5) years from the expiration of this Agreement or the last date of operations at the Airport, whichever is later.

(b) Should any examination, inspection and audit of Operator's books and records by the County and its designee disclose an underpayment by Operator of the consideration due, Operator shall promptly pay the County the amount of such underpayment. If said underpayment exceeds five percent (5%) of the consideration due, Operator shall reimburse the County for all reasonable costs incurred in the conduct of such examination, inspection and audit.

5. ASSIGNMENT

5.1. **No Assignment.** Operator shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, without County’s prior written consent, which consent may be granted or denied in County’s sole and absolute discretion (the term “Transfer” shall mean any such assignment, encumbrance, or transfer). County’s consent to one Transfer shall not be deemed a consent to any subsequent Transfers. Any Transfer made without County’s consent shall constitute a default hereunder and shall be voidable at County’s election. Notwithstanding the above, Operator shall retain the right to transfer this Agreement, or any right hereunder, to an affiliate of Operator.

5.2. **Change of Control.** The sale or other transfer of a controlling percentage of the capital stock or membership interests of Operator, whether by merger, stock sale or otherwise, or the sale or transfer of more than fifty percent (50%) of the value of the assets of Operator related to the operations hereunder, shall be deemed a Change of Control, not a Transfer, and shall not be subject to the restrictions in Section 5.1. The phrase “controlling percentage” means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of Operator’s capital stock or interests issued, outstanding and entitled to vote for the election of directors.

6. COMPLIANCE WITH LAWS

At all times, Operator shall cause its use of the Airport and its operations under this Agreement to comply with all applicable laws, ordinances, orders, directives, rules, codes, regulations and decrees of federal, state and local governmental entities and agencies, and their respective departments, agencies, authorities and boards (individually, a “Governmental Entity”, or collectively, “Governmental Entities”), and all grant assurances provided by County to any federal or state Governmental Entity in connection with the County’s ownership or operation of the Airport, and all other applicable rules, regulations, policies, and procedures of County (including Airport Rules), as the same may be amended, modified or updated from time to time, including, but not limited to, those relating

to health and safety, especially those pertaining to public safety such as safe driving practices, seat belts, and child seats/restraints. For purposes of this Agreement, the term "Governmental Entity" shall also mean and include, without limitation, Okaloosa County, State of Florida, U.S. Department of Transportation, Federal Aviation Administration, and Transportation Security Administration.

7. WAIVER; INSURANCE; INDEMNIFICATION

7.1. **Waiver.** Operator covenants and agrees that County shall not, at any time or to any extent whatsoever, be liable, responsible, or in any way accountable for any losses, liabilities, judgments, suits, claims, damages, costs and expenses, of any kind or nature (collectively, "Losses"), which (a) at any time after the effective date of this Agreement may be suffered or sustained by Operator or any Driver arising out of Operator's operations, or (b) are caused, in whole or in part, by any act or omission (whether negligent, non-negligent or otherwise) of Operator or any Driver. This waiver shall not extend to such Losses caused in whole or in part by any act, omission or negligence of County, including Losses caused by the sole gross negligence or willful misconduct of County. The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the County's rights and immunities under Section 768.28, Florida Statutes, or any other law, as amended from time-to-time.

7.2. **Insurance.** Operator shall procure and maintain, at its sole cost and expense and at all times during the term of this Agreement, insurance of the kind and in the amount hereinafter provided, by financially responsible and qualified companies authorized to do business in the State of Florida, or Florida Department of Insurance approved eligible surplus lines insurer, covering all operations under this Agreement (including those of Drivers). Prior to the Commencement Date, Operator shall provide a certificate of insurance to Airport, in a form acceptable to Airport, showing that Operator has complied with the obligations of this Section 7. No policy shall be materially changed or terminated until at least thirty (30) days prior written notice thereof has been given to Airport. The following insurance coverages are required to be provided by Operator under this Agreement:

(a) Commercial Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident for third party bodily injury and property damage. This coverage applies to Vehicles operated by Drivers while:

- i. The Driver is located on the airport premises during the course of providing an accepted trip including the picking-up and dropping-off of passenger(s);
- ii. The Driver is located on the airport premises immediately following the conclusion of a requested trip and while in the course of exiting the airport premises;
- iii. The Driver has logged into the App controlled by the Operator and is "available to receive requests" for transportation services from passengers using the App and the Driver is located on the airport premises.

"Available to receive requests" means the App is in a state such that an applicable request would be transmitted to the Driver's smartphone for acceptance by the Driver.

(b) Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) per occurrence, insuring the Operator from liability from bodily injury

(including wrongful death), personal injury, and damage to property resulting from the performance of this Agreement by Operator.

All Vehicles must be included under Operator's Commercial Automobile Liability Policy or covered by a blanket coverage endorsement; and all employees of Operator must be covered under Operator's General Liability policy. The limits of the foregoing insurance shall not, in any way, limit the liability of Operator under the terms of this Agreement. In addition, the foregoing insurance policies are primary insurance to any other insurance held by County with respect to any covered claims arising out of this Agreement. Operator agrees to include the Airport as an additional insured under the policies of insurance used to meet the requirements of (a) and (b) of this subsection.

7.3. Notice. Each Party hereto shall give to the other Party, prompt and timely written notice of any loss arising out of this Agreement, meaning any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorney's fees, investigation costs, remediation costs, and court costs), of any kind or nature, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

7.4. Indemnification. Operator agrees to indemnify, defend and hold harmless County, its officers, directors, agents and employees, from and against any and all claims, actions, damages, liabilities, and judgments, and losses, costs, fines, penalties, and expenses paid or payable to a third party (including, but not limited to, reasonable attorney's fees, court costs and litigation expenses), with respect to any third party claim arising out of or related to: (a) Operator's performance or exercise of this Agreement and rights granted under this Agreement; (b) an intentional act or a negligent act or omission of any of Operator's officers and employees related to this Agreement; (c) the failure of Operator to comply with any applicable laws, ordinances, rules or regulations related to this Agreement; or (d) any breach or default by Operator of any of its obligations under this Agreement. Notwithstanding the foregoing, Operator shall have no obligation under this Section for claims arising out of or related to (x) any negligent act or omission of County or its officers, directors, agents, and employees, or (y) any allegation related to the County's authority to enter this Agreement or County's enforcement of this Agreement. Any indemnification and hold harmless obligations of Operator under this Agreement shall survive any expiration or termination of this Agreement. The parties agree that nothing contained herein is intended to nor shall be construed as a waiver of the County's rights and immunities under Section 768.28, F.S., or any other law as amended from time to time. The foregoing indemnification obligation is contingent upon County providing Operator with (i) prompt written notice of any potential claim subject to indemnification hereunder, (ii) sole control over the defense and settlement of each such claim (provided that Operator will not settle or compromise any claim without written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed), and (iii) reasonable cooperation, at Operator's expense, in the defense and settlement of a claim.

7.5 Public Records and Confidentiality of Certain Records.

Any public records as a result of this Agreement, as defined by section 119.011, F.S., shall be retained and maintained in accordance with the public records law, Florida Statute Chapter 119. Confidential Information as defined and exempted from public records

disclosure by law shall remain confidential and exempt from public records. This includes, but is not limited, to those records deemed confidential and exempt in accordance with United States Copyright Laws, Florida Statutes 119.07(1)(F) and Florida Statute 815.045, including trade secrets as defined in Florida Statute 812.08 and intellectual property as defined in Florida Statute 815.04.

Operator shall be provided with sufficient notice before disclosure of records to enable Operator to seek court intervention, if necessary, and the County shall work with Operator to determine whether there is an applicable exemption to the public records law that would prohibit disclosure of the records. Based on the determination made, the County and Operator will take the appropriate actions necessary to adhere to the requirements under chapter 119.

8. DEPOSIT

8.1. **Form of Deposit.** Upon execution of this Agreement, Operator will deliver to a security deposit to the County in the amount of \$3,000 (the "Deposit"). Such Deposit shall ensure the faithful performance by Operator of all covenants, terms and conditions of this Agreement, including payment of Monthly Fees.

8.2. **Use of Deposit.** If Operator fails to pay a Monthly Fee, County shall have the right to use, apply and/or retain all or any portion of the Deposit for the payment of a Monthly Fee. If County so uses or applies all or any portion of the Deposit, Operator, within ten (10) business days after written demand therefor, shall restore the Deposit to the full amount thereof. County shall not be required to keep the Deposit separate from its general accounts. If Operator performs all of its obligations to pay a Monthly Fee hereunder, the Deposit, or so much thereof as has not theretofore been applied by County, shall be returned, without payment of interest or other increment for its use, to Operator (or, at County's option, to the last assignee, if any, Operator's interest hereunder) upon the revocation or termination of this Agreement. No trust relationship is created herein between County and Operator with respect to the Deposit.

9. DEFAULT; REMEDIES

9.1. **Event of Default.** The occurrence of any one or more of the following events shall constitute a breach of this Agreement and an "Event of Default":

(a) Operator shall fail, duly and punctually, to pay Monthly Fees (or to submit any Monthly Report), or to make any other payment required hereunder, when due to County, and such failure shall continue beyond the date specified in a written notice of such breach or default from County, which date shall be no earlier than the tenth (10th) business day after the effective date of such notice;

(b) A Transfer occurs without the prior approval of the County as set forth in section 5.1;

(c) Operator fails to obtain and maintain the insurance required hereunder, or to provide copies of the insurance certificates to the County as required herein; or

(d) Operator fails to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement, and such failure continues for a period of more than thirty (30) days after delivery by County of a written notice thereof.

9.2. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, County shall have the following rights and remedies in addition to any and all other rights and remedies available to the County under this Agreement, at law, or in equity: (a) County may elect to terminate this Agreement; and (b) nothing herein shall be deemed to limit County's right to terminate this Agreement as provided in Section 2.

9.3. **Cumulative Rights.** The exercise by County of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to County under law or in equity.

9.4. **Fines/Penalties.** By operating on the Airport, Operator and Drivers affiliated with Operator shall be subject to Airport Rules and any other applicable laws, ordinances, rules and regulations including any fines or penalties in connection therewith. County shall have no obligation to Operator to impose fines on, or otherwise take action against, any other person or entity at the Airport.

10. GOVERNMENTAL PROVISIONS

10.1. **No Representations.** Operator acknowledges and agrees that neither County, nor any person on behalf of County, has made, and County hereby disclaims, any representations or warranties, express or implied, regarding the business venture proposed by Operator at the Airport, including any statements relating to the potential success or profitability of such venture. Operator represents and warrants that it has made an independent investigation of all aspects of the business venture contemplated by this Agreement.

10.2. **Limitation on Damages.** Notwithstanding anything in this Agreement to the contrary, in no event will either party be liable to the other party for any consequential, incidental or special damages, or lost revenues or lost profits.

10.3. **Federal Nondiscrimination.** Operator understands and acknowledges that County has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A - Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to County for certain Airport programs and activities, and that County is required under said Regulations to include in every agreement or concession pursuant to which any person or persons other than County, operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Operator agrees, as follows: "Operator, in its operation at and use of the Destin-Fort Walton Beach Airport, covenants that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the grantee, licensee, permittee, etc., shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation

Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.”

10.4. **Drug-Free Workplace.** Operator acknowledges that, pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on County’s premises, including the Airport. Any violation of this prohibition by Operator shall constitute a default hereunder.

10.5. **Subordination.** This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between County and any Governmental Entity relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to County for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act.

11. GENERAL PROVISIONS

11.1. **Notices.** Except as otherwise specifically provided in this Agreement, any notice, demand or other correspondence given under this Agreement shall be in writing and given by prepaid certified mail (return receipt requested), or reputable overnight courier (such as Federal Express), to: (a) Operator at its Notice Address; or (b) County at its Notice Address; or (c) such other address as either Operator or County may designate as its new address for such purpose by notice given to the other in accordance with this Section 11. Any notice hereunder shall be deemed to have been given and received, and effective, two (2) days after the date when it is mailed. For convenience of the Parties, copies of notices may also be given by facsimile or electronic mail; however, neither Party may give official or binding notice by facsimile or electronic mail.

Operator’s Notice Address:

Rasier-DC, LLC
1455 Market Street, 4th Floor
San Francisco, CA 94103
regulatory@uber.com

County’s Notice Address:

Board of County Commissioners
Charles K. Windes, Jr., Chairman
1250 Eglin Parkway
Shalimar, FL 32579

11.2. **Waiver of Performance.** The waiver by either Party of performance of any provisions of this Agreement shall not constitute a future waiver of performance of such provisions.

11.3. **Entire Agreement.** The Parties intend that this Agreement shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever

(including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

11.4. **Amendments.** Except as specifically provided herein, amendments to this Agreement require written executed agreement of the Parties. Notwithstanding the foregoing, if a Governmental Entity requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Operator shall agree to make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.

11.5. **Interpretation.** The headings and captions of this Agreement have been inserted for convenience of reference only, and such captions or headings shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein, and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

11.6. **Successors and Assigns.** Subject to the provisions of Section 5, the terms and conditions contained in this Agreement shall bind and inure to the benefit of Operator and County, and, except as otherwise provided herein, to their personal representatives and successors and assigns.

11.7. **Severability.** If any provision of this Agreement or the application thereof to any person, entity or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

11.8. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. Any dispute arising out of this Agreement, including, but not limited to, any issues relating to the existence, validity, formation, interpretation or breach of this Agreement, shall be brought and litigated exclusively in a state court located in Okaloosa County, FL or federal court located in the U.S. District Court for the Northern District of Florida; and the Parties consent to the exclusive jurisdiction thereof.

11.9. **Authority.** Operator represents and warrants that Operator is a duly authorized and existing entity, that Operator has and is duly qualified to do business in Florida, that Operator has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of Operator are authorized to do so. Upon County's request, Operator shall provide County with evidence reasonably satisfactory to County confirming the foregoing representations and warranties.

11.10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

11.11. **Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this

Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

11.12. Independent Contractors. Operator enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Operator and Drivers. Under no circumstances shall Operator or any of Operator's employees look to the County as his/her employer, or as partner, agent or principal. Neither Operator, nor any of Operator's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay.

11.13. Taxes & Assessments. Operator shall pay all sales, use, or other taxes, assessments and other similar charges imposed as a result of the activities authorized within this Agreement when due now or in the future, required by any local law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Operator may, at its own risk, cost and expense, and at no cost to County, and without being deemed to be in default under this Agreement, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and County shall, to the extent permitted by law, execute such documents as are necessary to permit Operator to contest or appeal the same.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement on 9/22/16, 2016.

**OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: *Charles K. Windes, Jr.*

Printed: Charles K. Windes, Jr.

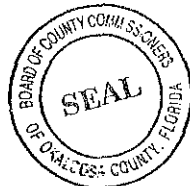
Title: Chairman

RASIER-DC, LLC

By: *Chris Miller*

Printed: Chris Miller

Title: Manager



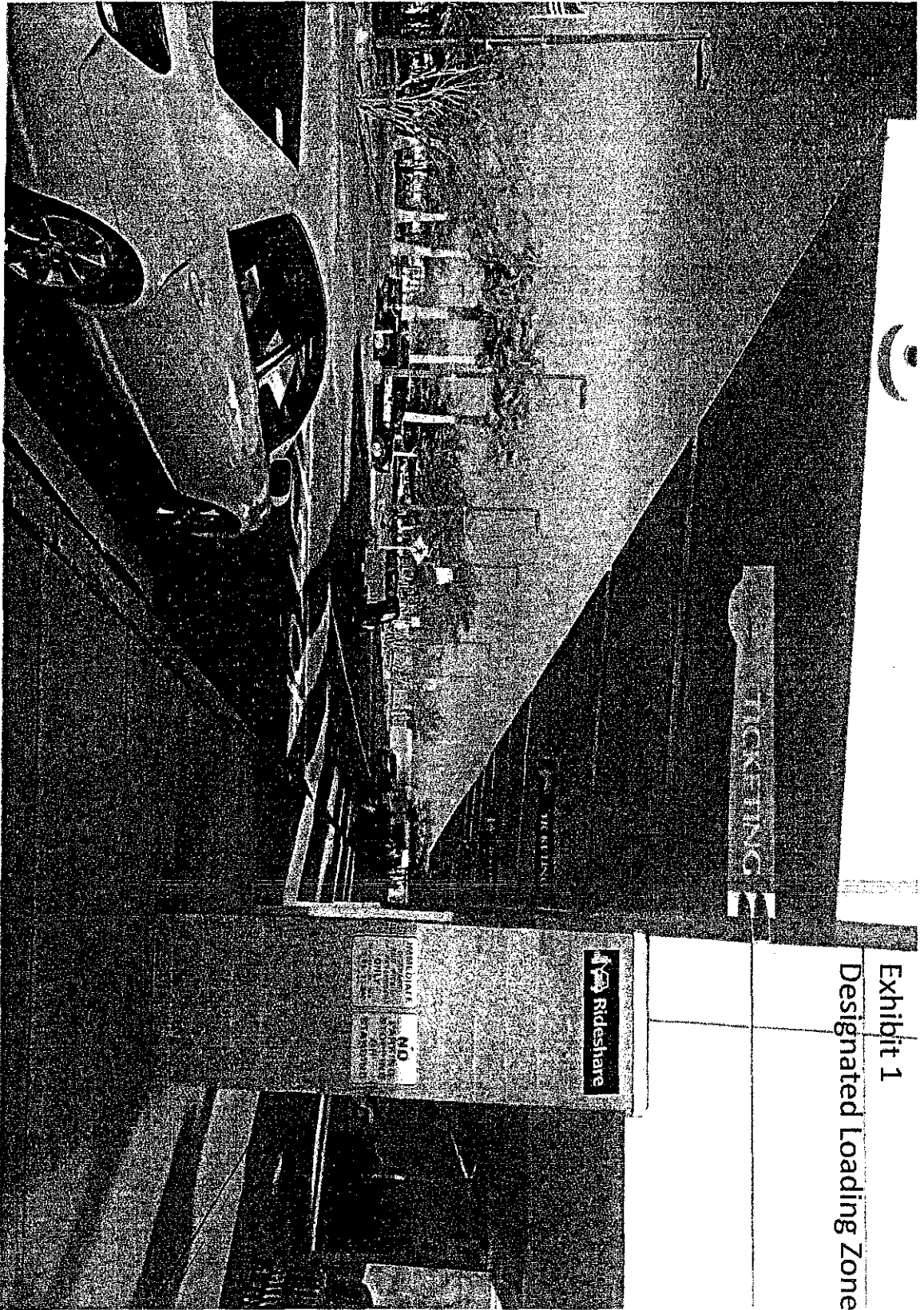
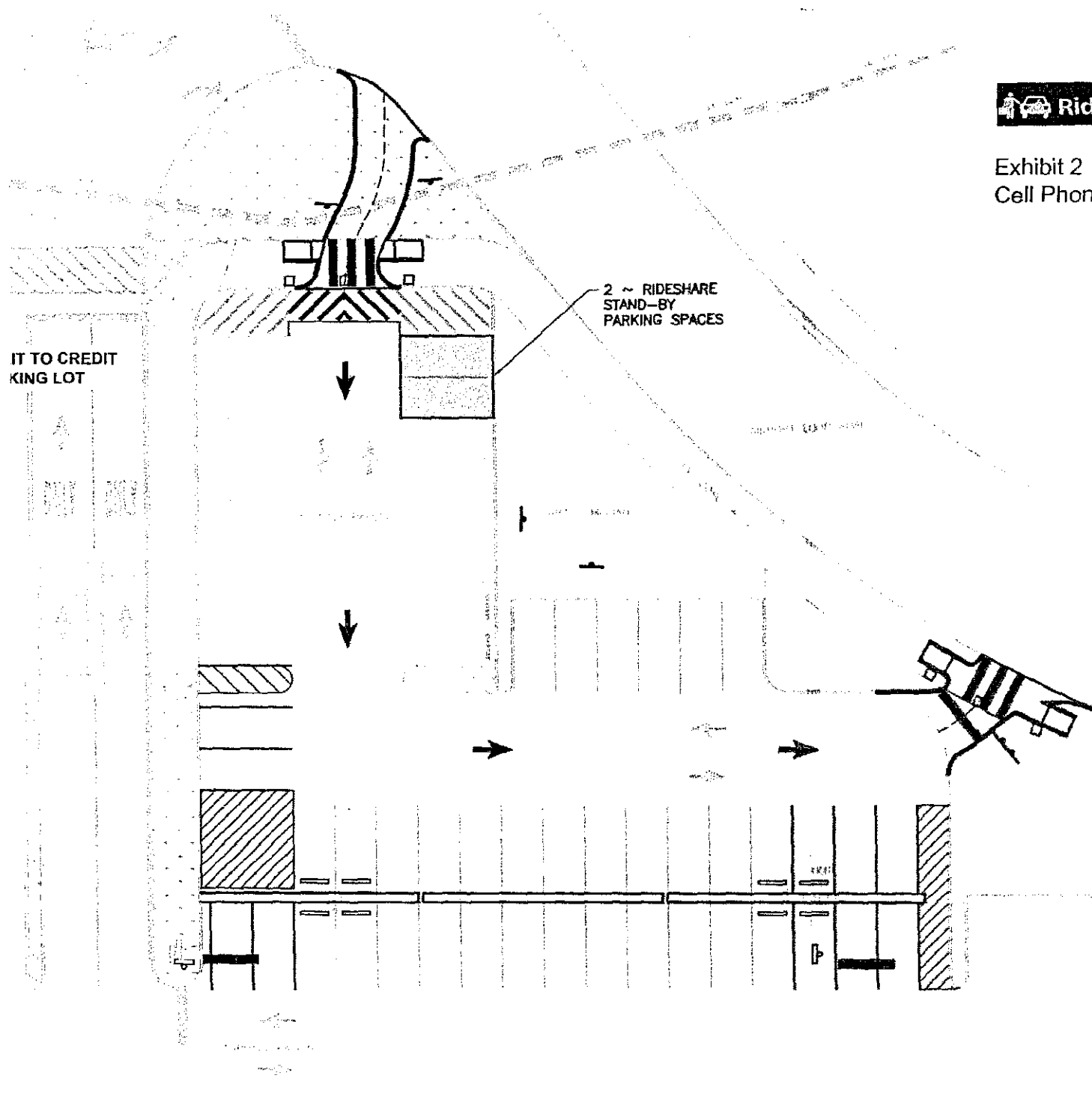


Exhibit 1

Designated Loading Zone



Exhibit 2
Cell Phone Waiting Area





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: PHONE (A/C. No., Ext): 415-391-2141 FAX (A/C. No.): 415-989-9923 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Rasier-DC, LLC 1455 Market, Floor 4 San Francisco CA 94103	INSURER A: Old Republic Insurance Company 24147	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 444359424** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	MWZY307488	6/30/2016	6/30/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Destin-Fort Walton Beach Airport is included as Additional Insured with respect to the General Liability Policy per the attached form. Coverage is primary & non-contributory

CERTIFICATE HOLDER Destin-Fort Walton Beach Airport 1701 FL-85 Eglin AFB FL 32542	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization as required by contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: _____	
	PHONE (A/C. No. Ext): _____	FAX (A/C. No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Rasier LLC, Rasier-CA LLC, Rasier-DC LLC, Rasier-PA LLC 1455 Market Street, 4th Floor San Francisco CA 94103 USA	INSURER A: James River Insurance Company 12203	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

Certificate No : 570063031449



3-18-16A11:02 RC/C

COVERAGES **CERTIFICATE NUMBER: 570063031449** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA436100FL-01	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured/Underinsured CSL \$1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Destin-Fort Walton Beach Airport is included as Additional Insured in accordance with the policy provisions of the Automobile Liability policy. Automobile Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER Destin-Fort Walton Beach Airport 1701 FL-85 Eglin AFB FL 32542 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY/NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Destin-Fort Walton Beach Airport 1701 FL-85 Eglin AFB, FL 32542</p>
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A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) shown in the Schedule when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to their liability for "bodily injury" or "property damage" to which this insurance applies, caused in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

and caused by an "accident" resulting from the ownership, maintenance or use of a covered "auto".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by a contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your written contract or agreement for the additional insured(s) shown in the Schedule has been fulfilled or expires or this Policy expires whichever date is earlier.

B. For the purposes of coverage provided by this endorsement, the following is added to **Section IV B. General Conditions, item 5. Other Insurance**, and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured(s) shown in the Schedule provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

C. For the purposes of coverage provided by this endorsement, the following is added:

Waiver of Subrogation

We waive any right of recovery we may have against the additional insured(s) shown in the Schedule because of payments we make for "bodily injury" or "property damage":

1. as a result of your written contract or written agreement with the additional insured; and
2. arising out of an "accident" resulting from the ownership, maintenance or use of a covered "auto."

This Waiver of Subrogation applies only to the additional insured(s) shown in the Schedule.

D. **Section III – Limits Of Insurance** is amended to add the following:

With respect to the insurance afforded to these additional insured(s) shown in the Schedule, the following is added:

The most we will pay on behalf of the additional insured(s) shown in the Schedule is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED