



# **REQUEST FOR PROPOSALS**

# **NON-EXCLUSIVE AIRPORT RENTAL CAR CONCESSION**

## **ADDENDUM 2**

**Distribution Date: December 23, 2024**

**Proposals Due: Friday, January 24, 2025 by 4:00 p.m. Mountain Time**

Date: December 23, 2024

ATTENTION TO PROPOSERS is called to the following clarifications and revisions to the non-exclusive Rental Car Concession RFP at Southwest Wyoming Regional Airport.

The Board received questions, requests and comments regarding this RFP from various car rental companies by the December 11, 2024 deadline. This Addendum includes changes and answers to questions received as the result of this correspondence.

This Addendum is hereby made a part of the Request for Proposal requirements and Contract documents for the non-exclusive Rental Car Concession Agreement. **Be sure to acknowledge it in your Proposal.**

**The following changes are hereby made to the RFP for the Non-Exclusive Airport Rental Car Concession at Southwest Wyoming Regional Airport released on November 18, 2024.**

1. Will there be an option to view the opening of the proposals via Zoom?

Response: See Section 1(B) of the Revised Request for Proposals.

2. Subsection 8.1 of the proposed agreement requires that concessionaires staff the premises 7 days per week from the earlier of 8:00am or 30 minutes prior to the first scheduled commercial passenger arrival to the later of 5pm or 30 minutes after the actual arrival time of the last commercial passenger flight. We currently operate at RKS from 8am-5pm and 9-10:30pm on Monday-Friday; 8am-1:30pm and 9-10:30pm on Saturday; and 12-1:30pm and 9-10:30pm on Sunday. Based on our experience, we believe that we can completely and effectively service the customers at RKS via this schedule. As such, we respectfully request that the airport allow successful concessionaires to do so under the new agreement while still retaining the right to adjust those hours based on changes to customer/concessionaire needs.

Response: See Revised Subsection 8.1 of the Revised Sample Concession Agreement.

3. Can the airport please confirm that it is responsible for all environmental compliance issues related to the fuel system and car washes?

Response: No, the Airport will not confirm the above. Section 49 of the agreement outlines the environmental responsibilities for the Leased Premises. The fuel farm is not included in the Leased Premises. The Board is responsible for environmental compliance related to the fuel farm, but any tenant is responsible for its releases which may occur at the fuel farm or elsewhere on the Airport outside of its Leased Premises. See Revised Section 49 of the Revised Sample Concession Agreement.

**Additional Change Made to Section 9 and Attachment #3 – Proposal Form**

Section 9 and Attachment #3 have been changed to reduce the minimum acceptable proposal.

## **CLARIFICATIONS**

**The information below provides clarification to the RFP and answers questions submitted to the Board that do not amend the original documents.**

4. Does the minimum fleet size requirement of 35 vehicles refer to total fleet or number of vehicles available?

Response: The minimum fleet size requirement of 35 vehicles refers to total number of vehicles available for rental from the operator's RKS location.

5. With respect to signage:

- Section 3(E) of the draft agreement states that each concessionaire must install two 55" monitors to utilize for its back wall signage. Though we do not take issue with this requirement in principle, all monitors being used should be uniform in appearance. As a result, we suggest that the airport designate a specific brand and model number to be used.

Response: The Airport plans to designate the specific brand and model of the monitors when that information becomes available during the terminal expansion project.

- It is our experience that exclusively using digital signage is problematic because at some point, digital signage fails (whether due to a power outage or other technical issue). When that happens, there is no way to identify which brand is which. As a result, we suggest that the airport allow concessionaires to use a combination of digital and fixed signage.

Response: No Change.

- Section 3(E) of the draft agreement requires that concessionaires obtain prior approval for any signage (be it permanent or temporary) that they wish to display and prohibits handwritten or hand lettered signs. While we understand and mostly agree with this requirement, there are occasions where we may need to display signage but not have time to obtain approval (e.g., road closure and weather condition notifications) or when delays in obtaining approval may interfere with business (e.g., signage informing customers of limited-time promotional offers). There also may be times when we may need to temporarily use hand-written signage (due to printing issues or other technical problems). As such, we respectfully request that the airport be willing to work with us to modify this section to include an exception for temporary signage needed in extenuating circumstances as well as language outlining an acceptable format for signage that does not require approval (e.g., font size, color, display requirements, etc.).

Response: No Change. The Airport has always worked with tenants during extenuating circumstances.

6. Can the airport please confirm who is responsible for maintaining the fueling facility?

Response: The Airport is responsible for maintaining the fueling facility.

7. Can the airport please confirm the current amount of the fuel facility fee and the fuel usage fee?

Response: In the current agreement, the current fuel flowage fee is 15 cents per gallon and there is not currently a fuel facility fee.

8. Can the airport please confirm the current amount of being charged for water usage/sewage?

Response: In the current agreement, the current Water/Sewer Fee is 10 cents per gallon of water used.

9. Can the airport please confirm that per the discussion during today's meeting, it will not be charging rent for ready/return spaces during the term of the agreement?

Response: Confirmed. The Airport does not intend to charge rental car operators rent for vehicle parking during the term of the agreement.

10. What does the airport plan on doing with the second concession if it only receives one qualified proposal? Will it make the facilities earmarked for that second concession available to the qualified proposer?

Response: The Airport has not determined what it would do with a second concession if it only receives one qualified proposal.

11. Can the airport please confirm the current amount being charged for terminal rent?

Response: In the current agreement, the terminal rent rate for the period July 1, 2024 – June 30, 2025 is \$34.60 per square foot per year.

12. The agreement defines a "transaction day" as any 24-hour period or portion thereof when a customer rents a car. While we agree with this for the most part, it is customary for concession agreements to provide a two-hour grace period at the end of the rental before a new transaction day commences. This ensures that a customer is not hit with another day of CFC charges if they are five minutes late in returning (which will negatively impact customer service). With this in mind, we propose modifying this definition to read as follows:  
"Transaction Day" shall mean the first twenty-four (24) hour period or fraction thereof during which a customer of a Rental Car concessionaire as part of a Transaction is entitled to use a Motor Vehicle or series of Motor Vehicles and each successive twenty-four (24) hour period or fraction thereof until the Vehicle is returned to Rental Car concessionaire, except that the final Transaction Day (including the first Transaction Day for a single Transaction Day rental) of a Transaction may extend up to twenty-six (26) hours.

Response: No Change.

13. We respectfully request that the airport exclude Vehicle License Fees (VLF) from the definition of “Gross Revenues”. VLF is a pass-through cost intended to cover the cost of vehicle registration (not a revenue-generating fee) and is commonly excluded from gross revenues at airports for that reason.

Response: No Change.

14. The airport already has most (if not all) the information being requested in Attachment 3 from the incumbent rental car companies. As such, we respectfully request that the airport waive the entirety of Attachment 3 for incumbents.

Response: No Change.

15. Are successful proposers only responsible for the maintenance of the car wash bay itself or are they also responsible for maintaining additional areas/facilities adjacent to the bays? If so, what additional areas/facilities?

Response: The Concessionaire will be responsible for maintenance in their leased car wash bays. The Airport is responsible for areas outside of the car wash facilities.

16. The RFP states that successful proposers must execute the agreement by February 21, 2025. As this is only three weeks after space selections will be made, such a deadline is rather tight (particularly given that our company will need to go through multiple levels of approvals from people based in different locations across the country prior to signing). As a result, we respectfully request that the airport push this deadline back to March 14, 2025 to allow us to conduct the due diligence necessary.

Response: No Change.

17. Can the airport provide a list of the attendees at the pre-bid meeting?

Response: The attendees of the pre-proposal meeting were as follows:

Aaron Schwarzkopf – Avis Budget Group  
Brian Fish – Avis Budget Group  
Ulrike Higginson – Avis Budget Group  
Chris Wilcox – Enterprise Mobility  
Chris Baddick – New Frontiers Auto Rental, LLC  
Devon Brubaker – Southwest Wyoming Regional Airport  
Shannon Lucero – Southwest Wyoming Regional Airport  
Lynn Leibowitz – Leibowitz & Horton AMC Inc  
Monica Weddle – Leibowitz & Horton AMC Inc

18. It is my understanding that the airport built a third counter for rental car operators in the terminal. If this is the case, what are the airport’s plans for this counter? Please confirm that the airport will not be bringing on an additional operator during the term of this concession agreement.

Response: The Airport is currently only constructing two rental car counters in the new terminal. The Airport will confirm there will be up to two (2) operators during the term of this agreement.

19. The limits for our GL and auto insurance policies are both lower than what is required by Subsection 11.2 of the draft agreement and it will be difficult for us to obtain insurance that will satisfy those requirements. For this reason, we respectfully request that we be able to meet the coverage requirements through a combination of primary and excess policies. Please find a proposed modified version of that section below addressing this with our changes in red:

*Subsection 11.2 Concessionaire's Insurance.* At all times during the term of this Agreement, Concessionaire, at Concessionaire's expense, shall maintain the insurance coverages specified below. All insurance coverage shall be provided by insurers authorized to do business in Wyoming and having an A.M. Best rating of no less than A.:

A. Worker's Compensation and Employer's Liability Insurance in compliance with Wyoming statutory limits.

B. General Liability Insurance at least as broad as ISO form CG 00 01 covering Bodily Injury and Property Damage on an "occurrence" form in an amount of not less than \$5,000,000 per occurrence/\$5,000,000 annual aggregate **through a combination of primary and umbrella excess liability insurance with terms and conditions** for the protection of Board and its elected officials, officers, agents, employees, and volunteers. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement.

C. Automobile Liability Insurance in a form at least as broad as ISO form CA 00 01 covering all owned, hired, and non-owned vehicles. The combined Single Limit per occurrence shall be not less than \$5,000,000 per occurrence **or \$1,000,000 per occurrence with an umbrella excess liability insurance with a limit of not less than \$4,000,000 per occurrence with terms and conditions.**

**D. Umbrella Excess Liability Insurance with a limit sufficient to satisfy the General Liability and Automobile Liability Insurance requirements contained herein.**

~~E~~. Property insurance against all risks of loss to Concessionaire's improvements, betterments, fixtures, furniture, and equipment at full replacement value.

~~F~~. Notice of cancellation or change. Each insurance policy required herein shall not be canceled, except with not less than thirty (30) days written notice to Board.

~~G~~. Additional Insured. The General Liability Insurance and Commercial Automobile Liability Insurance shall include Board and its elected officials, officers, employees,

agents, and volunteers as Additional Insureds but only with respect to the Concessionaire's activities to be performed under this Agreement.

**GH.** Primary Coverage. For any claims related to this Agreement, the Concessionaire's insurance coverage shall be primary coverage as least as broad as ISO form CG 20 01 04 13 as respects the Board and its elected officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by Board shall be excess of Concessionaire's insurance and shall not contribute with it.

**HI.** Waiver of Subrogation. Concessionaire hereby grants Board a waiver of any right to subrogation which any insurer of Concessionaire may acquire against the Board by virtue of the payment of any loss under such insurance. Concessionaire agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Board has received a waiver of subrogation endorsement from the insurer.

**IJ.** Verification of Coverage. Concessionaire shall furnish Board with original Certificates of Insurance including all required amendatory endorsements (or copies of applicable policy language effecting coverage required by this Agreement) and a copy of the Declarations and Endorsement Page of the General Liability policy listing all policy endorsements to Board before the effective date of this Agreement. Board reserves the right to require complete, certified copies of all insurance policies, including the endorsements required by these specifications, at any time.

**JK.** Failure to Maintain Required Insurance. If at any time Concessionaire fails maintain the insurance coverages required under this Section 11, the Board may, at its option, (i) terminate this Agreement upon written notice to Concessionaire, or (ii) secure the required insurance at the Concessionaire's sole cost and expense plus 10% for the cost of administration.

Response: No Change. All insurance coverages will be reviewed by the Airport Director for compliance.



**REVISED REQUEST FOR  
PROPOSALS**

**NON-EXCLUSIVE AIRPORT  
RENTAL CAR CONCESSION**

Deadline for Submission: Friday, January 24, 2025 at 4:00 P.M. Mountain Time



**REVISED REQUEST FOR PROPOSALS  
RENTAL CAR CONCESSION AGREEMENTS  
AT THE SOUTHWEST WYOMING REGIONAL AIRPORT**

Rock Springs-Sweetwater County Airport Board (herein called the "Board"), hereby invites interested parties to submit proposals for the award of non-exclusive rental car concession agreements to permit the operation of up to two (2) rental car concessions at Southwest Wyoming Regional Airport pursuant to the terms and conditions herein set forth in the proposal and contract documents.

Commencing Monday, November 18, 2024, proposal and contract documents may be downloaded from our website at: <https://flyrks.com/doing-business/>.

An optional Pre-Proposal Meeting will be held on Wednesday, December 4, 2024, at 11:00 a.m. Mountain Time to discuss the contract documents. The meeting will be held via Zoom.

Sealed proposals for the operation of rental car concessions will be received at the Southwest Wyoming Regional Airport until 4:00 p.m., Mountain Time, on Friday, January 24, 2025. All proposals will be publicly opened and read aloud at 4:05 p.m. in the Sweetwater Aviation Conference Room.

The Board reserves the right to reject any or all proposals, portion or parts thereof, and to waive all minor irregularities in the Proposals.

A Selection Meeting shall be held on Friday, January 31, 2025 for successful Proposers to select their positions based on highest to lowest proposal minimums submitted.

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, the Board has implemented an airport concession disadvantaged business enterprise (ACDBE) concession plan under which qualified firms may have the opportunity to operate an airport business. The Proposer shall take all necessary and reasonable steps to achieve participation in the ACDBE concession plan.

All documents listed on the attached Proposal Submission Checklist – Attachment #1 must be submitted as described in Section 13 of the RFP.

It will be the sole responsibility of Proposers to ensure proposals are in the possession of the Board by the appointed date and time.

The Board is an equal opportunity Employer.

For additional information contact: Devon Brubaker, Airport Director, at [dbrubaker@flyrks.com](mailto:dbrubaker@flyrks.com).

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# INSTRUCTIONS TO PROPOSERS

## DESCRIPTION OF THE SOUTHWEST WYOMING REGIONAL AIRPORT

The Southwest Wyoming Regional Airport is a commercial service airport located approximately eight miles east of the City of Rock Springs, Wyoming. The Airport is operated by the Rock Springs-Sweetwater Airport Board under authority granted by the City of Rock Springs and Sweetwater County. The Airport is currently served year-round by United Express (operated by SkyWest Airlines) to Denver International Airport with twice daily flights. During 2023, there were 16,244 air carrier enplanements and 15,756 air carrier deplanements at the Airport. Passenger traffic for 2024 is estimated to be approximately 21,500 enplanements. The fixed-based operator, Sweetwater Aviation, is also located on the Airport to serve the needs of general aviation. Sweetwater Aviation provides FBO services to aircraft of all sizes including a heated community hangar for transient flights, capable of servicing multiple G550/G650/Global-sized aircraft.

### 1. REQUEST FOR PROPOSAL (RFP)

A. Sealed proposals (one original and one electronic copy in pdf format) for the award of non-exclusive Rental Car Concession Agreements to permit the operation of up to two (2) rental car concessions at Southwest Wyoming Regional Airport are solicited by Rock Springs-Sweetwater County Airport Board (herein referred to as "Board"). The current rental car concessions expire on June 30, 2025. The Board shall provide two (2) concession locations at the Airport each to include:

- counter and associated office and queuing space in the terminal building (shown on Exhibit A1)
- ready/return vehicle parking spaces (shown on Exhibit A2)
- car wash facilities (shown on Exhibit A3)
- additional storage facilities may be made available to concessionaires for an additional fee

B. Proposals for the Rental Car Concession Agreements will be received at the Rock Springs-Sweetwater County Airport Board until 4:00 p.m., Mountain Time, on January 24, 2025, at which time all proposals will be taken to the Sweetwater Aviation Conference Room where they will be publicly opened and read aloud. Interested parties may access the opening by video conference through the Zoom platform using the following link: <https://us02web.zoom.us/j/81841433341?pwd=Geca69ysQX31IQMviMBEGg3XhZ5uuk.1> or by telephone by calling (719) 359-4580 and using Meeting ID: 818 4143 3341 and Passcode: 858093.

C. A Selection Meeting to determine the actual location of space for each successful proposer shall be held on Friday, January 31, 2025. A virtual meeting invitation will be provided to the successful proposers.

### 2. PREMISES AVAILABLE, AND ASSIGNMENT OF, TO SUCCESSFUL PROPOSERS

A. The Board shall allocate all available rental car premises, as outlined in this Article, based on the total dollar amount of the three (3) year Minimum Annual Guarantees submitted by Proposer. The order of selection will be on ranking from highest to lowest dollar amount. The highest successful Proposer shall select first.

B. The ticket counter/office/queuing areas are outlined on Exhibit A1. There are two

(2) counter locations with supporting offices.

C. The Board has a ready/return vehicle parking lot of approximately 44,000 square feet (approximately 114 spaces) which will be allocated among the successful proposers. The ready/return rental vehicle parking spaces will be allocated to the successful proposers based on their proportionate share of the total amount of their three (3) year Minimum Annual Guarantees to the sum of all successful proposers proposed three (3) year Minimum Annual Guarantees.

D. The Board has two (2) Car Wash facilities located on the northeast side of the Airport for use by the successful proposers as outlined on Exhibit A3. In the event the Board receives only one (1) qualified proposal, the successful proposer will lease the entire facility which includes two bays.

### 3. CONCESSION FEE, RENTS AND FEES TO BE PAID BY PROPOSER

A. The Successful Proposer shall pay to the Board annually as compensation for the Premises and all other rights, licenses and privileges granted to it pursuant to the Concession Agreement:

1. **Privilege Fee** – the greater of either:

a. ten percent (10%) of the Concessionaire’s annual Gross Revenues (“Percentage Privilege Fee”);

OR

b. the respective annual amount proposed as the Concessionaire’s Minimum Annual Guaranteed Fee (“MAG”).

2. **Rent** - All Rents set forth in this Article 3 Section 2.a and b shall be paid in advance on the first (1<sup>st</sup>) of each month:

a. **Counter/Office/Queuing Space Rent** – Counter/Office/Queuing space rent shall be calculated at Forty-Five Dollars (\$45.00) per square foot per annum through June 30, 2026. Thereafter, commencing July 1, 2026, and every July 1 thereafter for the term of the Agreement, the per square foot per annum rent shall be the same per square foot per annum rate paid by other tenants in the Terminal Building at the Airport.

b. **Car Wash Facilities Rent** – The Car Wash Facilities rent shall be \$1,250 per month for each wash bay.

3. **Customer Facility Charges (CFCs)** – The Concessionaire shall collect the CFCs on behalf of the Board and remit to the Board, in accordance with the Board’s CFC resolution, the full amount of the Transaction Day fee collected from each Rental Car customer.

4. **Additional Fees** – Additional fees include Water/Sewer Fees and Fueling Fees as outlined in the Sample Agreement. Additionally, the Concessionaire shall pay to the Board other additional fees as may be incurred by the Concessionaire including, but not limited to, additional storage facilities, employee parking, badging, access media issued, and any fine levied to Concessionaire or its employees.

### 4. DUAL BRANDING

Each Proposer shall be required to designate in its Proposal Form – Attachment #2 and its Qualification Form – Attachment #3, the brand or brands under which it will operate its concession at the Airport. Any successful Proposer shall be prohibited from operating at the Airport under any brand other than the brand(s) it designates on its attachments. Approval of any requests for any changes from this arrangement will not be accepted. Those brands designed in the attachments must be One Hundred Percent (100%) owned by the Proposer or the Proposer must be authorized to operate any such brand.

A single proposal is limited to one or two brands. A proposer may not submit more than one proposal.

#### **5. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)**

Per the federal regulations of the U.S. Department of Transportation, 49 CFR Part 23, it is the policy of the Board to make good faith efforts for airport concession disadvantaged business enterprises (ACDBE) to have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the Board. Proposer shall agree to make good faith efforts to explore all available options to comply with the Airport's ACDBE plan to the maximum extent practicable, through direct ownership arrangements with business concerns owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 23, as amended. The Airport's current goal for rental car ACDBE participation for the federal fiscal years ended 2023 through 2025 is 1.37% of expected total goods and services purchases. The ACDBE goal computation will be recomputed in 2025 for federal fiscal years 2026 through 2028.

If a selected Proposer is unable to achieve this goal under joint venture, partnership, franchise or similar legal arrangement, the Proposer shall make good faith efforts to seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors. In the event that a selected Proposer for this solicitation qualifies as a certified ACDBE, the agreement goal shall be deemed to have been met.

Proposers should complete Attachment #6 with any identified ACDBE firms it intends to utilize to meet the stated ACDBE goal. If at the time of submission of proposals, the Proposer has not identified any ACDBE firms, the proposer should complete Attachment #6 and indicate that they have not identified any firms at the time and reflect an estimated dollar amount of zero. Proposers may submit information on potential ACDBE firms as part of their demonstration of good faith efforts to meet the ACDBE goal.

#### **6. CONCESSION AGREEMENTS**

The Concession Agreements shall commence on the first day of aircraft operations from the new Terminal Building facilities, tentatively expected for July 2025 but subject to change. The Agreements shall expire on June 30, 2028 and must be executed by the successful Proposers and returned to the Airport on or before February 21, 2025. Attached as Exhibit C is the Sample Concession Agreement.

#### **7. PRE-PROPOSAL MEETING**

An optional Pre-Proposal meeting shall be held on Wednesday, December 4, 2024 at 11:00 a.m. Mountain Time. Interested parties may attend by video conference through the Zoom platform using the following link: <https://us02web.zoom.us/j/88381383123?pwd=1YbxxoEKZHw4HHM5dDaDX4yjjLFq2.1> or by telephone by calling (719) 359-4580 and using Meeting ID 883 8138 3123#, Passcode 964458#. Optional tours of the facilities may be scheduled by appointment by contacting Mr. Brubaker, whose contact information is provided in the Invitation to Submit Proposals, in advance. Tours should be before the question deadline. Proposers are encouraged to attend the Pre-Proposal meeting but not required to attend this meeting.

#### 8. ADDENDA

Should there be any questions concerning the meaning or content of these documents, the Proposer shall notify the Airport Director in writing no later than 4:00 p.m., Mountain Time on December 6, 2024. All questions should be sent via email to: Devon Brubaker at [dbrubaker@flyrks.com](mailto:dbrubaker@flyrks.com). Any corrections or changes, if required, will be provided in a written addendum. Board Staff and their outside advisors will not be responsible for any other instructions, interpretations or explanations and should not be contacted other than in writing to Mr. Brubaker. It is anticipated that any clarification/addendum needed to address questions submitted to the Board will be posted on or about December 31, 2024 on the Board's website at <https://flyrks.com/doing-business/>. The Board assumes no responsibility beyond delivery by posting on the Board's website.

#### 9. PROPOSAL FORM

A. Minimum Annual Guarantee: Proposer shall submit its proposal as a Minimum Annual Guarantee for each of the three (3) years of the Concession Agreement. Minimum Annual Guarantee amounts shall be paid in advance on the first day of each month, payable in equal monthly payments during each Operations Year, until such time as the Concessionaire has paid to the Airport an amount equal to the respective annual MAG. The minimum acceptable proposal is ~~Thirty-Six~~Sixty Thousand Dollars (~~\$36,000~~60,000) per year. Once the sum of Privilege Fee payments remitted has reached the MAG in any given Operations Year, the Concessionaire may stop remitting payment of the 1/12<sup>th</sup> of the respective year's MAG on the first (1<sup>st</sup>) day of each month for the remainder of that Operations Year. However, the Concessionaire shall continue to remit payment, each and every month after the annual MAG has been reached, in the full 10% of reported gross revenues for the previous month. The first year Minimum Annual Guarantee will be prorated for the number of days between July 1 and the first day of operations from the new Terminal Building facilities.

B. Each proposal shall be submitted on the attached "Attachment #2 - Proposal Form".

#### 10. PROPOSAL GUARANTY

Each proposal shall be accompanied by a proposal bond, certified cashier's check, or bank draft payable to Rock Springs-Sweetwater County Airport Board, in the amount of Ten Thousand Dollars (\$10,000). The check or draft must be attached to the Proposal Form and will be held by the Board, without interest, as the proposal guaranty for a reasonable period of time until the successful Proposers have been selected, after which the proposal guaranties of all but the successful Proposers will be returned. The proposal guarantees the successful Proposers will be held pending their complete execution of the Concession Agreement, along with evidence of insurance, as required by the Concession Agreement (attached hereto). If a successful Proposer

should fail to execute the Concession Agreement or comply with other provisions of the contract documents by 4:00 p.m. on February 21, 2025, the proposal guaranty shall be forfeited to Board as liquidated damages. Proposals submitted without proposal security will be rejected.

#### **11. MINIMUM QUALIFICATIONS AND QUALIFICATION FORM**

A. Minimum Qualifications - In order to ensure a high level of service to the traveling public, the Board will consider only proposals from organizations with experience in the rental car business. Therefore, each proposer who is not currently operating at the Airport, must be able to demonstrate that (a) it has been engaged in the retail rental car business for at least the last three (3) years, (b) it can provide a fleet of no less than 35 rental cars at the Airport, and (c) it has produced gross revenues of at least \$1,000,000 in each of the past two (2) years. Proposals from proposers who fail to meet these minimum qualifications shall not be considered (Incumbent Concessionaires do not need to demonstrate these minimum qualifications.) Franchise proposers must provide the required information on financial capabilities, franchise operations, and may include information on the operations of the franchisor. Franchise Concessionaires shall include a letter from franchisor granting approval to propose at the Airport or a copy of the Franchise Agreement showing the rights to the brand beyond the expiration date of the Agreement.

B. Qualification Form - Proposers must submit, as a part of the proposal, the information required on the attached Qualification Form – Attachment #3.

#### **12. PROPOSERS AFFIDAVIT**

Each proposal must have attached thereto the Proposer's Affidavit – Attachment #4, that such proposal is genuine and made in good faith, and not deceptive or collusive, or made in the interest of or on behalf of any persons not herein named. The affidavit must also state that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a deceptive proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Proposer shall submit an affidavit that it agrees to operate a rental car concession at the Airport during the term of the Concession Agreement. Any proposal not accompanied by, or which is made without such affidavit, or in violation thereon, will not be considered. If the Proposer is a corporation, said affidavit shall be signed by the duly authorized officer of such corporation.

#### **13. SUBMISSION OF PROPOSALS**

Each Proposer shall submit one original and one electronic copy (pdf format on Flash Drive) of all documents required. All documents listed on the attached Proposal Submission Checklist – Attachment #1 must be submitted in a sealed envelope bearing on the outside, the date advertised for the opening of the proposals and the words, "Rental Car Concession, Southwest Wyoming Regional Airport". If mailed or delivered via a courier delivery company, the sealed envelope containing the required proposal documents shall be enclosed in another envelope and addressed to Rock Springs-Sweetwater County Airport Board as described below.

For FedEx, UPS, or Courier:  
Southwest Wyoming Regional Airport  
Attn: Devon Brubaker  
468 Hwy 370

For USPS:  
Southwest Wyoming Regional Airport  
Attn: Devon Brubaker  
P.O. Box 1987

**14. LATE PROPOSALS**

Late Proposals will not be considered by the Board. Late proposals will not be opened by the Board. They will either be recycled by the Board, or they will be returned unopened to the Proposer, if the Proposer wishes to pay shipping back. Delivery to the Airport Administration offices which are currently located in the FBO at Sweetwater Aviation (with the address 468 Hwy 370 as reflected above) is the responsibility of the proposer. Delivery of proposals to other offices on the airport resulting in late receipt by the airport is the sole responsibility of the proposer.

**15. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn at any time prior to due date and time. No Proposer will be permitted to withdraw its proposal after the due date and time, unless the award is delayed by action of the Board for a period exceeding thirty (30) days.

**16. REJECTION OF PROPOSALS**

A. Proposals which contain any additions, deletions, conditions or limitations of any kind may be considered non-responsive and may be rejected at the option of the Board. The Board reserves the right to waive any minor irregularities, technicalities or informalities in any proposal, and to reject any or all proposals.

B. The Board reserves the right to reject the proposal of any Proposer in arrears or default upon any debt or contract to the Board other than fees currently being contested or who has failed to perform faithfully on any previous contracts with the Board.

**17. BREAKING OF A TIE PROPOSAL**

In the event any tie proposals are received, the means of breaking the tie or ties shall be at the Board's sole discretion. The Board will break a tie by drawing straws. The Board's ruling shall be final.

**18. PROPOSAL OWNERSHIP/CONFIDENTIALITY**

All proposals, including inquiries, correspondence, attachments, supplementary materials, addenda, etc. shall become the property of the Airport Board and will not be returned to the Proposer. The Proposer must state specifically what elements of the proposal are to be considered confidential or proprietary and must state the statutory basis for the request under the Wyoming Public (open) Records Act. Confidential or Proprietary information must be readily identified, marked and separated from the rest of the proposal. Co-mingling of confidential or proprietary and other information is not acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

**19. PROHIBITION AGAINST LOBBYING**

The Proposer shall not lobby, either on an individual or collective basis, the Board (its associated employees, or outside advisors) or any federal, state, or local elected or public officials



or staff regarding this RFP or its' written proposal. Proposers, the Proposer's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Board (its associated employees, or outside advisors) or any federal, state, or local elected or public officials or Board staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written proposal.

**20. INSURANCE AND INDEMNITY**

By submitting a proposal, the Proposer acknowledges that they have the section of the attached sample agreement that pertains to the insurance requirements and agrees that they are in compliance, or will be upon award of contract, with these provisions.

**21. RESPONSIBILITY OF PROPOSERS**

It is the responsibility of each Proposer to examine all proposal and contract documents, present premises and exhibits that depict the rental car operations at the Airport, including, but not limited to, the counter and office locations, ready/return areas, service facilities, and other pertinent facilities. Each Proposer shall judge for themselves all the circumstances and conditions affecting the Proposal. Failure of any Proposer to examine the Proposal and contract documents and to investigate the premises shall not relieve any Proposer from full compliance with the Proposal and shall not constitute grounds for declaration by any Proposer that it did not understand the proposal and contract documents or that it was not familiar with the rental areas and the facilities at the Airport.

**22. ACCEPTANCE OF PREMISES "AS IS"**

Allocated premises will be inspected and accepted by successful Proposer and will be occupied by Proposer on an "as is" basis. The Proposer specifically waives any covenants or warranties regarding the premises, including but not limited to any warranty of suitability and warranty of fitness.

**23. STATISTICAL INFORMATION**

Provided as Exhibit B is certain statistical information representing the rental car gross revenues reported to the Board beginning January 2019 through September 2024. The Airport's passenger deplanements for the same period is also included. These figures are provided for information purposes only, and in no way relieve the Proposers from determining themselves the future business potential in the performance of the contracts.

**24. TITLE VI SOLICITATION NOTICE**

The Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

## ATTACHMENT #1 - PROPOSAL SUBMISSION CHECKLIST

The following documents must be submitted (one original and one electronic copy) as part of the sealed proposal for the proposal to be considered.

1. Proposal Submission Checklist – Attachment #1
2. Proposal Form – Attachment #2
3. Qualification Form– Attachment #3
4. Proposer’s Affidavit– Attachment #4
5. Acknowledgement of Addenda(s) – Attachment #5
6. ACDBE Forms – Attachment #6  
Provide ACDBE Certification, if applicable
7. Proposal Guaranty - (\$10,000) described in Section 10

**PROPOSER NAME:** \_\_\_\_\_

**ATTACHMENT #2 - PROPOSAL FORM**

Proposer Name	Date
Address	
Brand(s) Proposer intends to operate	

1. The Proposer hereby proposes to enter into an agreement with the Rock Springs-Sweetwater County Airport Board (hereinafter referred to as "Board") for the operation of a non-exclusive rental car concession at the Southwest Wyoming Regional Airport under the terms and conditions as set forth in the Instructions to Proposers; Attachments #1 through #6 and the Concession Agreement, together with the attached Exhibits (Exhibits are not to scale). In furtherance of this proposal, the Proposer agrees to pay to the Board the greater of the following during the Operations Years July 1 – June 30) 2026, 2027, and 2028: Minimum Annual Guarantees or ten percent (10%) of the annual gross revenues and all rents and fees stipulated in the Concession Agreement with payments to be made in the manner specifically set forth in said Agreement. The minimum annual acceptable proposal guarantee is ~~Thirty-Six~~~~Sixty~~ Thousand Dollars (~~\$36,000~~~~60,000~~) per year. A subsequent year’s Minimum Annual Guarantee proposed below may not be less than the previously year’s proposed Minimum Annual Guarantee.

Minimum Annual Guarantee Proposal  
(Per Operations Year Beginning July 1, 2025)

Operations Year 1 – July 1, 2025 to June 30, 2026	\$	
Operations Year 2 – July 1, 2026 to June 30, 2027	\$	
Operations Year 3 – July 1, 2027 to June 30, 2028	\$	
THREE YEAR TOTAL	\$	

The Proposer hereby agrees to pay the above minimum annual guarantees to the Airport in accordance with and for the term of the Concession Agreement.

2. The Board shall allocate based on successful proposer's selections the counter/office/ queuing position, ready/return vehicle parking spaces, and car wash facilities as outlined on the provided Exhibits based on the total dollar value of the three (3) year Minimum Annual Guarantees. The order of selection will be on ranking from highest to lowest. The highest successful Proposer shall select first.

3. Accompanying the proposal shall be one Bid Bond, Cashiers, Certified or Treasurer's Check or bank draft of any State or National Bank in the amount of Ten Thousand Dollars

(\$10,000) payable to Rock Springs-Sweetwater County Airport Board as liquidated damages in the event the undersigned is a successful Proposer who fails to comply with the requirements as set forth in Article 10 – Proposal Guaranty in the Instructions to Proposers and contract documents by 4:00 p.m. on February 21, 2025.

Proposer is bound by this offer for a period of thirty (30) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that the Board reserves the right to reject any and all proposals.

Proposer:

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**ATTACHMENT #3 - QUALIFICATION FORM**

All information requested in this Qualification Form, other than Questions 7-10, if an incumbent, must be furnished by the Proposer and it must be submitted with the Proposal Documents. Statements must be complete and accurate and in the form requested and must be sworn and attested to. Omission, inaccuracy or misstatement may be cause for the rejection of the Proposal.

1. Name and address of Proposer exactly as it is to appear on the Agreement(s).  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Email: \_\_\_\_\_ Phone#: \_\_\_\_\_
  
3. Proposer, if selected, intends to carry on the business as:  
Individual ( )      Partnership ( )      Corporation ( )      LLC ( )
  
4. Proposer, if selected, intends to operate under the brand name(s) listed below: Said operations will be limited to no more than the brand name(s) listed.  
\_\_\_\_\_
  
5. If operating as a partnership, please answer the following:
  - A. Name, address and share of each partner:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
  - B. Date of organization: \_\_\_\_\_
  
6. If operating as a corporation or LLC, please answer the following:
  - A. When incorporated \_\_\_\_\_
  
  - B. In what state \_\_\_\_\_
  
  - C. Are you authorized to do business in Wyoming? \_\_\_\_\_  
If so, as of what year \_\_\_\_\_
  
  - D. Please list the names and address of the following officers:

President \_\_\_\_\_  
\_\_\_\_\_

Vice President \_\_\_\_\_  
\_\_\_\_\_

Secretary \_\_\_\_\_  
\_\_\_\_\_

Treasurer \_\_\_\_\_  
\_\_\_\_\_

Other \_\_\_\_\_  
\_\_\_\_\_

**Questions 7 – 10 do not need to be completed by incumbent on-airport Concessionaires, however, the Board reserves the right to require apparent successful Proposers to complete and submit such documents. (Incumbent shall mean a legal entity that currently holds a Rental Car Concession Agreement at the Airport)**

7. Please explain your experience in the rental car business. (Attach)
8. List the Airports in United States with which you, a parent company, or a franchisee currently have operating agreements. (Attach)
9. Provide copies of balance sheets, profit and loss statements, and annual reports for the past three (3) years of operation for the organization.
10. List bank references for the past three (3) years:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Proposer hereby certifies the truth and correctness of all statements and of all answers to questions made herein. Omission, inaccuracy or misstatement may be cause for rejection of a proposal. The Board shall maintain to the fullest possible extent the confidentiality of all financial documents specified as confidential by the Proposer.

Proposer:  
  
Signed \_\_\_\_\_  
  
Printed Name \_\_\_\_\_  
  
Title \_\_\_\_\_

**ATTACHMENT #4 - PROPOSER'S AFFIDAVIT FOR RENTAL CAR CONCESSION**

Affiant, \_\_\_\_\_, being first duly sworn, deposes and says:

A. Affiant does hereby state that neither the Proposer nor any of Proposer's officers, partners, owners, agents, representative, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount, terms or conditions of this proposal and has not paid or agreed to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer any money or other valuable consideration for assistance in procuring or attempting to procure the contract or fix the prices in the attached proposal or the proposal of any other Proposer, and further states that no such money or other reward will be hereinafter paid.

B. Affiant further states that no officer, or stockholder of the Proposer is a member of the Board or its staff, or related to any members of the Board, their elected officials, officers, agents and employees, except as noted herein below:

C. Affiant hereby agrees to enter into a Concession Agreement with the Board for the operation of a non-exclusive rental car concession at Southwest Wyoming Regional Airport under the terms and conditions as set forth in the Notice Inviting Proposals; Instructions to Proposers; Proposal Form; Qualification Form; Proposers Affidavit; Addendum #1; ACDBE Forms; and the Concession Agreement, together with all Exhibits.

\_\_\_\_\_  
\_\_\_\_\_

Proposer:

Signed \_\_\_\_\_

Title \_\_\_\_\_

**ATTACHMENT #5 - ACKNOWLEDGEMENT OF ADDENDUM(S)**

If an addendum(s) is issued, reference the number and date below.

Addendum # \_\_\_\_\_ Date Issued \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Issued \_\_\_\_\_

Acknowledgment is hereby made;

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT #6 - ACDBE FORMS**

**Forms 1 & 2 for Demonstration of Good Faith Efforts**

**FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid/proposal specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % ACDBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the ACDBE goal of \_\_\_\_\_%) is committed to a minimum of \_\_\_\_\_% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

By \_\_\_\_\_  
(Signature) Title

**FORM 2: LETTER OF INTENT**

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of ACDBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by ACDBE firm:

-----  
-----  
-----  
-----

The bidder/offeror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

**Affirmation**

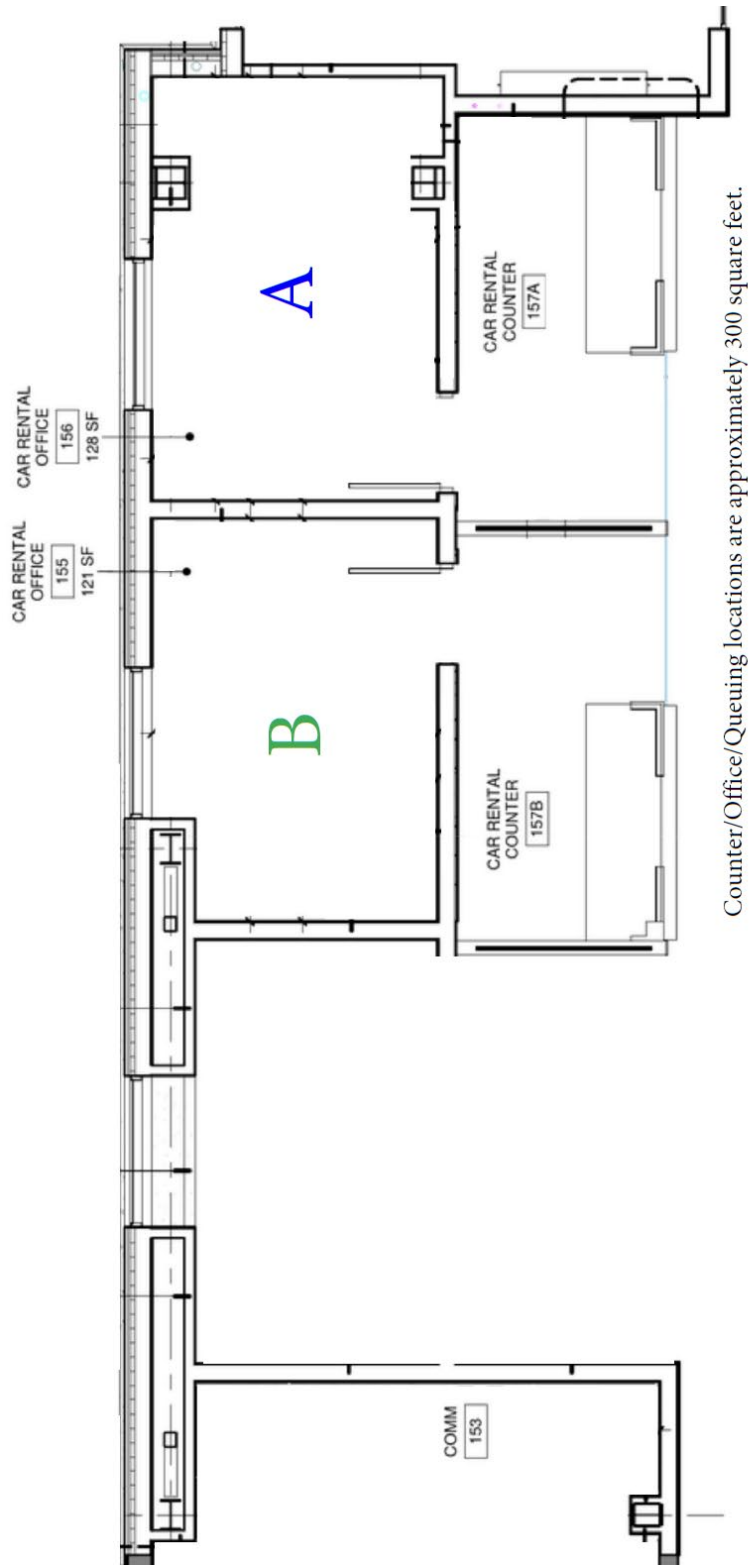
The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

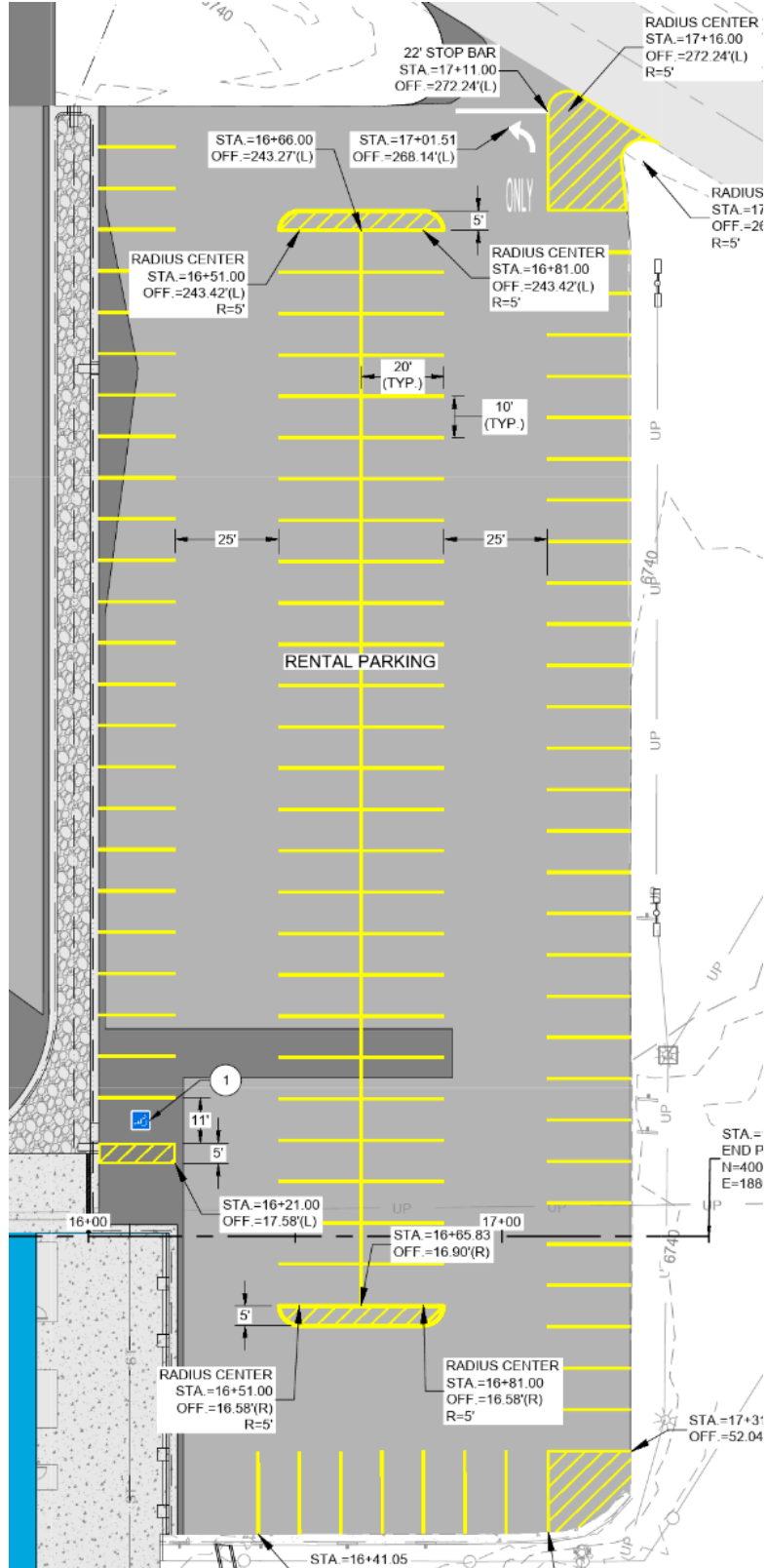
(Submit this page for each ACDBE subcontractor.)

# EXHIBIT A1 – COUNTER/OFFICE/QUEUING AREAS

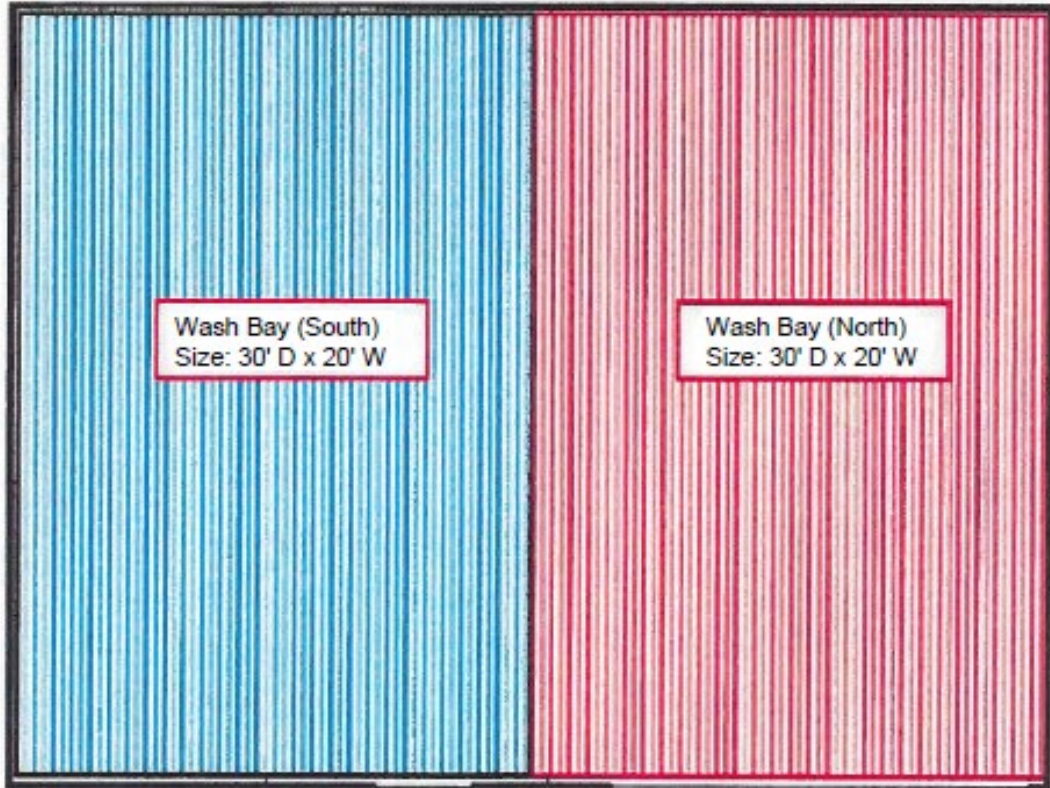


## RENTAL CAR OFFICES

# EXHIBIT A2 – READY/RETURN VEHICLE PARKING SPACES



# EXHIBIT A3 – CAR WASH FACILITIES



## EXHIBIT B – STATISTICAL INFORMATION

<b>Southwest Wyoming Regional Airport (RKS)</b>									
<b>Rental Car Concessions - On-Airport - Historical Gross Revenues (As Reported)</b>									
Calendar Year Ended	Avis	Budget	Total *	Passenger Deplanements	Calendar Year Ended	Avis	Budget	Total	Passenger Deplanements
2019	\$ 59,266.27	\$ 12,843.58	\$ 72,109.85	1,999	2022	\$ 37,109.83	\$ 22,521.06	\$ 59,630.89	1,374
January 2019	72,344.29	11,577.62	83,921.91	1,990	January 2022	38,720.21	10,014.08	48,734.29	1,042
February 2019	69,931.67	21,032.03	90,963.70	2,089	February 2022	58,594.51	8,440.55	67,035.06	1,226
March 2019	76,123.91	14,466.88	90,590.79	2,161	March 2022	55,733.61	9,517.27	65,250.88	1,191
April 2019	90,751.45	12,979.36	103,730.81	2,087	April 2022	89,382.74	15,074.54	104,457.28	1,282
May 2019	103,287.68	15,041.81	118,329.49	1,895	May 2022	94,070.40	24,191.58	118,261.98	1,258
June 2019	142,627.38	29,604.79	172,232.17	2,465	June 2022	100,943.71	7,198.16	108,141.87	1,221
July 2019	121,607.60	22,461.90	144,069.50	2,110	July 2022	92,039.48	24,041.86	116,081.34	1,263
August 2019	57,027.07	19,473.19	76,500.26	2,234	August 2022	77,434.68	16,265.76	93,700.44	1,216
September 2019	79,313.86	21,953.68	101,267.54	2,108	September 2022	53,418.87	12,679.79	66,098.66	1,205
October 2019	69,158.00	18,268.10	87,426.10	2,033	October 2022	57,322.52	19,977.93	77,300.45	1,261
November 2019	71,849.49	13,880.73	85,730.22	2,248	November 2022	52,885.79	14,737.33	67,623.12	1,260
December 2019					December 2022				
<b>Totals</b>	<b>\$ 1,013,288.67</b>	<b>\$ 213,583.67</b>	<b>\$ 1,226,872.34</b>	<b>25,419</b>	<b>Totals</b>	<b>\$ 807,656.35</b>	<b>\$ 184,659.91</b>	<b>\$ 992,316.26</b>	<b>14,799</b>
* Excludes \$918 reported for Enterprise Holdings									
Calendar Year Ended	Avis	Budget	Total	Passenger Deplanements	Calendar Year Ended	Avis	Budget	Total	Passenger Deplanements
2020	\$ 57,023.29	\$ 10,620.69	\$ 67,643.98	1,710	2023	\$ 75,993.81	\$ 12,847.21	\$ 88,781.02	1,164
January 2020	80,704.51	8,858.10	89,562.61	1,865	January 2023	45,346.80	7,343.86	52,690.66	1,096
February 2020	41,161.10	10,688.95	51,850.05	1,238	February 2023	59,013.95	16,272.55	75,286.50	1,291
March 2020	14,741.93	2,123.17	16,865.10	60	March 2023	57,857.49	15,100.68	72,958.17	1,107
April 2020	23,462.64	7,723.93	31,186.57	231	April 2023	60,723.72	14,491.79	75,215.51	1,400
May 2020	27,573.99	6,079.11	33,653.10	374	May 2023	75,149.77	20,684.65	95,834.42	1,282
June 2020	54,883.24	8,483.88	63,367.12	595	June 2023	110,869.88	27,567.10	138,436.98	1,248
July 2020	50,021.01	12,921.19	62,942.20	797	July 2023	94,795.67	27,698.32	122,493.99	1,445
August 2020	48,661.86	11,979.65	60,641.51	653	August 2023	71,188.15	29,025.64	100,213.79	1,333
September 2020	52,701.11	8,419.80	61,120.91	702	September 2023	60,548.93	16,982.76	77,531.69	1,403
October 2020	47,183.68	6,840.73	54,024.41	713	October 2023	63,168.70	16,497.64	79,666.34	1,451
November 2020	37,029.83	4,321.14	41,350.97	1,056	November 2023	49,368.16	9,986.39	59,354.55	1,536
December 2020					December 2023				
<b>Totals</b>	<b>\$ 535,148.19</b>	<b>\$ 99,060.34</b>	<b>\$ 634,208.53</b>	<b>9,994</b>	<b>Totals</b>	<b>\$ 823,965.03</b>	<b>\$ 214,498.59</b>	<b>\$ 1,038,463.62</b>	<b>15,756</b>
Calendar Year Ended	Avis	Budget	Total	Passenger Deplanements	Calendar Year Ended	Avis	Budget	Total	Passenger Deplanements
2021	\$ 35,163.68	\$ 6,167.68	\$ 41,331.36	647	2024	\$ 42,364.91	\$ 10,529.12	\$ 52,894.03	1,308
January 2021	29,284.71	4,378.65	33,663.36	603	January 2024	60,858.34	8,182.76	69,041.10	1,245
February 2021	48,211.65	10,068.97	58,280.62	935	February 2024	53,512.10	45,019.06	98,531.16	1,324
March 2021	52,821.34	15,041.01	67,862.35	917	March 2024	51,524.56	14,114.63	65,639.19	1,462
April 2021	57,556.37	19,285.69	76,842.06	1,282	April 2024	66,853.96	15,772.55	82,626.51	1,479
May 2021	69,669.28	12,275.13	81,944.41	1,762	May 2024	76,495.34	25,444.21	101,939.55	1,717
June 2021	72,675.82	26,348.76	99,024.58	1,845	June 2024	117,944.86	54,306.78	172,251.64	1,925
July 2021	91,531.58	26,887.96	118,419.54	1,725	July 2024 *	133,553.79	38,723.34	172,277.13	1,826
August 2021	63,228.10	24,907.00	88,135.10	1,470	August 2024	100,215.25	15,238.48	115,453.73	2,074
September 2021	57,728.22	9,248.29	66,976.51	1,638	September 2024	Not Yet Available			
October 2021	62,127.30	10,371.96	72,499.26	1,811	October 2024	Not Yet Available			
November 2021					November 2024	Not Yet Available			
December 2021					December 2024	Not Yet Available			
<b>Totals</b>	<b>\$ 715,814.94</b>	<b>\$ 190,994.08</b>	<b>\$ 906,809.02</b>	<b>16,216</b>	<b>Totals</b>	<b>\$ 703,323.11</b>	<b>\$ 227,330.93</b>	<b>\$ 930,654.04</b>	<b>14,360</b>

\* Note - The definition of Gross Revenues was changed in July 2024 to include additional concessionable revenues.

**EXHIBIT C – SAMPLE CONCESSION AGREEMENT**



**ROCK SPRINGS-SWEETWATER  
COUNTY AIRPORT BOARD**

**SOUTHWEST WYOMING REGIONAL  
AIRPORT**

**REVISED CONCESSION AGREEMENT**

**NON-EXCLUSIVE RENTAL CAR CONCESSION  
AGREEMENT**

between

Rock Springs-Sweetwater County Airport Board

and

---

Concessionaire



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**ROCK SPRINGS-SWEETWATER COUNTY AIRPORT BOARD**

**SOUTHWEST WYOMING REGIONAL AIRPORT**

**RENTAL CAR CONCESSION AGREEMENT**

THIS CONCESSION AGREEMENT (“**Agreement**”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Rock Springs-Sweetwater County Airport Board, (the "**Board**"), a joint powers board and existing under the laws of the State of Wyoming, whose address is P.O. Box 1987, Rock Springs, Wyoming, 82902-1987, hereinafter referred to as "Board" and \_\_\_\_\_ operating as \_\_\_\_\_, (hereinafter referred to as "**Concessionaire**"), a \_\_\_\_\_ with its office and address being \_\_\_\_\_, with a mailing address of \_\_\_\_\_.

**W I T N E S S E T H:**

**WHEREAS**, Board is the operator of Southwest Wyoming Regional Airport situated in Rock Springs, Wyoming (the “Airport”) and has the right to lease portions of the Airport and to grant operating privileges thereon subject to the terms and conditions hereinafter set forth; and

**WHEREAS**, the Board has determined it to be in the best interests of the public and the Board to enter into this Agreement with Concessionaire to provide rental car concession services at the Airport pursuant and subject to the terms and conditions hereunder;

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and considerations herein contained, Board and Concessionaire agree as follows:

**DEFINITIONS**

The following terms and phrases shall have the following meanings for purposes of this Agreement:

1. "**ACDBE**" shall mean airport concession disadvantaged business enterprise as that term is defined by 49 CFR Part 23.
2. "**Airport Director**" shall mean the Airport Director of the Airport, or his or her designee.
3. "**Board**" shall mean the joint powers board existing under the laws of the State of Wyoming which controls, operates, and maintains the Southwest Wyoming Regional Airport.
4. "**FBO**" shall mean the Sweetwater Aviation fixed base operator facilities located on the northeast side of the Airport where the General Aviation facilities are located and where general aviation customers are serviced.
5. "**Gross Revenues**" as used herein shall mean, as determined in the reasonable discretion of the Board, all amounts charged to its customers by Concessionaire for or in connection with agreements it secures through its operations and business at the Airport, regardless of

whether such amount is actually paid to or received by Concessionaire. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Concessionaire by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Concessionaire's operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Concessionaire's customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Concessionaire of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions set forth below:

- Federal, state, county, city or municipal sales, use, or excise taxes now in effect or hereinafter levied on Concessionaire's operations which are separately stated on customers' rental contracts and collected from customers of Concessionaire;
- Those fees referred to in this Agreement as Customer Facility Charges or CFCs;
- Amounts received as insurance proceeds or otherwise specifically for actual loss, conversion, or abandonment of or damages to vehicles or other property of Concessionaire related to this Concession Agreement;
- Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Concessionaire's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and
- Reimbursements for amounts actually paid for towing, impound fees, tolls and toll violations, parking tickets, windshield replacement, and other governmental fines and fees from its customers to pass through without markup to an independent third party with no amount being retained by Concessionaire. However, any amounts collected about the pass through amount shall be included as Gross Revenue under this Agreement.

6. "**Leasehold Improvements**" shall mean all improvements and equipment which are affixed to the Leased Premises and which cannot be removed without material damage to the Premises.

7. "**Operations Year**" shall mean July 1 through June 30 annually.

8. **"Personal Property"** shall mean all movable property of the Concessionaire not directly related to the rental car operations of the privileges granted hereunder, including, office furniture, office equipment, and office supplies.
9. **"Refurbish" or "Refurbishment"** shall mean the routine repainting or redecoration of public areas within the Leased Premises, as necessary, including the replacement or repair of worn carpet, tile, furniture, or furnishings.
10. **"Rental Car" or "Motor Vehicles"** shall mean motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, four-wheel drive vehicles, passenger vans, sport utility vehicles, and pick-up trucks rated one-ton or less. Concessionaire shall not park, store or rent from Premises any vehicles except Motor Vehicles as defined herein that it owns or rents and are properly available for rental as provided herein.
11. **"Trade Fixtures"** shall mean all non-affixed items, except expendables and Personal Property, which can be removed without damage to the Leased Premises, including cash registers, safes, patron tables and chairs, display fixtures, and the like.
12. **"Transaction"** shall mean the execution of an agreement or contract for the rental of a Motor Vehicle; or, the payment of funds or completion of a cash or credit transaction for payment for rental of a Motor Vehicle; or delivery of a Motor Vehicle to a customer for use in exchange for cash, credit or any other consideration.
13. **"Transaction Day"** shall mean each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car concessionaire rents, or otherwise enters into a similar arrangement for the use of a Motor Vehicle and for which the Rental Car concessionaire collects revenue from the customer. Late returns (after twenty-four (24) hours) shall be considered a Transaction Day.

## **SECTION 1 – SUBLEASED PREMISES**

- A. Board hereby subleases to Concessionaire and Concessionaire hereby agrees to sublease from Board the following premises, which, collectively, are hereinafter called the "Leased Premises": \_\_\_\_\_ (XXX) square feet of counter/office/queuing area \_\_\_\_\_ in the terminal building, Area # \_\_\_\_\_ of the ready/return area containing approximately XX ready/return parking spaces outside and adjacent to the terminal building, and Car Wash Facilities Bay \_\_\_\_\_. Said Leased Premises is more particularly shown on **Exhibits A1, A2 and A3** attached hereto and by this reference made a part hereof.
- B. Concessionaire agrees that its Leased Premises have been inspected by Concessionaire and are accepted and will be occupied by Concessionaire on an "as is" basis. The Concessionaire specifically waives any covenants or warranties regarding the Premises, including but not limited to any warranty of suitability and warranty of fitness.

## **SECTION 2 – TERM**

The term of this Agreement will commence on the first day of aircraft operations in the Terminal Expansion and will terminate on June 30, 2028 unless sooner terminated or canceled as hereinafter provided.

Concessionaire acknowledges that this Agreement contains no renewal clause and is subject to the Board's stated intent and obligation to expose the premises and rights granted hereunder to public competitive selection process at the expiration or termination of this term. If Concessionaire remains in occupancy and use of the premises after the expiration of this term with the consent of Board, Concessionaire's interest in the premises from and after that date shall be deemed to be month-to-month, pursuant to the terms provided in Section 18 of this Agreement.

## **SECTION 3 – USES, PRIVILEGES, COBRANDING AND OBLIGATIONS**

Concessionaire shall have the following uses, privileges, and obligations in connection with its use of the Leased Premises:

- A. The non-exclusive right, privilege, and obligation to conduct and operate a rental car, van or truck rental concession at the Airport including all necessary and ancillary services customarily associated with car rental concessions at public airports within the United States of America or airport of similar size and capacity. Concessionaire shall furnish good, prompt and efficient service and shall at all times have available a sufficient number of Vehicles (a fleet of no fewer than thirty-five (35)) to meet all reasonably foreseeable demands of the traveling public. Co-Branding by parent Concessionaire is limited to two brands per concession space specifically those listed in their submitted proposal. Concessionaire shall be prohibited from operating at the Airport under any brand(s) other than the brand(s) it designated on its Qualifications Form. Any requests for changes to this arrangement will not be approved. It being understood that no more than two brands under rental car agencies who are owned by the same parent Concessionaire may operate from any one concession space during the term of this agreement. Concessionaire understands and agrees that it shall not engage in any other business on the Airport under this Agreement.
- B. The right, privilege, and obligation to rent and check-in rental vehicles, including the right to offer for sale related collision damage waiver protection, personal injury and accident insurance, personal effects insurance, and such other travel or vehicle related coverage offered in connection with and incidental to the rental of a vehicle and occupy operations office, storage, and Ready and Return car parking spaces. It is the intent of this Agreement that the rental car customers of Concessionaire will operate the vehicle rented only from the ready spaces provided herein, and Concessionaire shall not engage in customer shuttle operations of any kind to, from, or on the Airport. This does not prohibit the picking up of a customer from the Fixed Base Operator (FBO). No trucks larger than one ton pickup type/style will be allowed in the ready/return lot unless approved in writing in advance by the Airport Director.

- C. The Premises shall be used only for the purposes specified in this Agreement.
- D. The right of ingress and egress to and from the Premises, over Airport roadways, are subject to such reasonable rules and regulations as may be established by Airport as respecting such use and subject to law.
- E. Concessionaire shall purchase and install at its own expense two (2) 55” monitors to utilize for its back wall signage. Prior to installation of the new monitors, Concessionaire shall provide the Airport with signage content and graphics to be displayed on the new monitors for written approval by the Airport Director. Any changes to the signage content and graphics must also be approved by the Airport Director in writing. Concessionaire shall install no additional signs on or about the Premises without the prior written approval of the Airport Director. For purposes of this Section, signs (including temporary signs) shall include, but not necessarily be limited to, identification signs, company logos, advertising or promotions, photographs, art displays, and the like. Such signs shall be substantially uniform in size, types and location with those of other concessionaires, and subject to Director’s approval, Rules and Regulations, and in compliance with all applicable laws and resolutions. Handwritten, or hand lettered signs are prohibited. Concessionaire shall not place or install any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Leased Premises without the express prior written approval of the Airport Director.
- F. The right for Concessionaire's employees, in common with other employees of tenants of the terminal building, to use vehicular parking space provided by Board, subject to the payment of reasonable charges therefore, as set by the Board. Employee parking shall only be allowed in those areas designated by the Airport.
- G. *Airport Concession Disadvantaged Business Enterprise Program*
1. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23 related to the airport concession disadvantaged business enterprises (ACDBE) program. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
  2. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
  3. Each year Concessionaire no later than January 15<sup>th</sup> shall provide to the Board the following annual ACDBE information: the name and address of each certified ACDBE with which it has done business during the past federal fiscal year (October through September), a description of the nature of the services

performed by and/or items purchased from each firm named, and the total amount spent with each firm named. If the Concessionaire fails to achieve the goal stated herein, it will be required to provide documentation demonstrating that it made good efforts in attempting to do so. Failure to submit the required reports will subject the Concessionaire to Operations Violations as provided for in Subsection 9.6.

- 4. This Agreement is subject to a contract goal for ACDBE participation as per 49 CFR Part 23. The current contract goal for federal fiscal years 2023/2024/2025 is established at 1.37% of expected total goods and services purchases. This goal, by federal regulation, is updated every three years. The contract goal may change commensurate on the goal recalculation in 2025 and compliance of the new goal will be required under this Agreement.

H. Compliance with Federal Aviation Regulations and Security Requirements Parts 49 CFR Part 1542 and 14 CFR Part 139. Concessionaire agrees to comply with Federal Aviation Regulations, and 1542 (Airport Security) and the Board’s policies as outlined in Board’s Federal Aviation Administration approved Operations Plan and Airport Security Plan. Concessionaire further agrees that any fines levied upon the Board or Concessionaire through enforcement of these regulations because of acts by Concessionaire's employees, agents, suppliers, guests, or patrons shall be borne by Concessionaire to the extent said acts contributed to said fines.

**SECTION 4 – PRIVILEGE FEE, RENTS, FEES AND ACCOUNTING RECORDS**

*Subsection 4.1 Privilege Fee, Rent and Fees.*

A. Privilege Fee. As consideration for the privilege of operating the concession hereunder, Concessionaire shall pay to Board each Operations Year, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the greater of either the guaranteed Minimum Annual Privilege Fee or the Percentage Fee applicable to Gross Revenues, hereinafter defined, as follows:

- 1. Privilege Fee – the greater of either:
  - a. ten percent (10%) of the Concessionaire’s annual Gross Revenues (“Percentage Privilege Fee”);
 OR
  - b. the respective yearly amount shown below as the Concessionaire’s Minimum Annual Guaranteed fee (“MAG”):

July 1, 2025 to June 30, 2026	\$ _____
July 1, 2026 to June 30, 2027	\$ _____
July 1, 2027 to June 30, 2028	\$ _____



2. Monthly payment shall be the greater of 1/12<sup>th</sup> of the respective year's MAG or 10% of reported gross revenues for the previous month. The MAG payment shall be paid in advance on the first (1<sup>st</sup>) day of each month during each Operations Year, until such time as the Concessionaire has paid to the Airport an amount equal to the respective annual MAG identified in Section 4.1(a)(1)(b) above. On or before the 15<sup>th</sup> of each month the Concessionaire shall provide the Airport with: i) a signed and certified Report of Gross Revenues for the preceding month and ii) payment of any percentage Privilege Fee shown to be due for the preceding month, as designated on Exhibit B, attached hereto and made a part hereof. If Concessionaire is operating more than one brand under this Agreement, it shall report Gross Revenues by each individual brand.

Once the sum of Privilege Fee payments remitted has reached the MAG in any given Operations Year, the Concessionaire may cease remittance of the 1/12<sup>th</sup> of the respective year's MAG on the first (1<sup>st</sup>) day of each month for the remainder of that Operations Year. The Concessionaire shall continue to report and remit each and every month after the annual MAG has been reached the full 10% of reported gross revenues for the previous month.

3. Concessionaire's Right of Abatement. In any Operations Year where the total deplanements at the Airport decline by 15% or more as compared to the prior Operations Year, the Concessionaire's MAG for such Operations Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Board reasonably determines during any Operations Year that a MAG reduction is likely, the Board may waive the Concessionaire's obligations to remit the monthly 1/12<sup>th</sup> MAG installment payments for any period of time the Board deems appropriate in its sole discretion, but Concessionaire shall continue to remit the Percentage Privilege Fee each month regardless.
4. Concessionaire acknowledges that Privilege Fee payments by Concessionaire to Board under this Agreement are for Concessionaire's privilege to use the Airport facilities and access the Airport market and are not fees imposed by Board upon Concessionaire's customers. Board does not require, but will not prohibit, a separate statement of and charge for the Privilege Fee on customer invoices or rental agreements ("Recovery Fee"), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled "Concession Recovery Fee," "Concession Recoupment Fee" or such other name first approved by the Airport Director in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other Concessionaire charges (i.e. "above the line"); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than 11.11% of Gross Revenues and shall be specifically included in the Definition of Gross Revenues for purposes of remittance to Board; (d) Concessionaire shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that Board is requiring the pass through of such fee; (e) Concessionaire shall comply with all applicable laws, and any

commitment to or contractual obligation by Concessionaire with any governmental agency or officer with authority over Concessionaire's activities.

B. Rent for Premises - Concessionaire shall pay to the Board, in advance, on the 1st day of each month the following rent:

1. Rent for Premises

- a. For the period commencing July 1, 2025 through June 30, 2026, Concessionaire shall pay the sum of Forty-Five Dollars (\$45.00) per square foot per annum for \_\_\_\_\_ ( ) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing July 1, 2026, and every July 1 thereafter for the term of the Agreement, the per square foot per annum rent shall be the same per square foot per annum rate paid by other tenants in the Terminal Building at the Airport.
- b. For the period commencing July 1, 2025 through June 30, 2028, Concessionaire shall pay the monthly sum of \_\_\_\_\_ Dollars (\$XX,XXX), per annum for the Car Wash Bay \_\_\_\_\_.

C. Additional Fees – All Fees set forth in this Section 5, Paragraph C, shall be paid to the Board within thirty (30) days of the invoice date.

1. Water/Sewer Fee - Concessionaire shall pay the Board One Hundred Fifty Dollars (\$150) per month which includes the first 1,000 gallons of water used at its car wash bay based on monthly meter readings which shall take place on or around the 15<sup>th</sup> of each month. Concessionaire shall pay Ten Cents (\$0.10) per gallon of water in excess of 1,000 gallons used per month. Water/Sewer fees are subject to change as determined by the Board with thirty (30) days advance written notice.
2. Fuel System and Flowage Fees – Concessionaire shall pay to the Board a fuel system access fee in the amount of Two Hundred Dollars (\$200) per month to utilize the fuel facilities. Additionally, the Concessionaire will pay the Board a fuel flowage fee of Twenty-Five Cents (\$0.25) per gallon of fuel used for its rental car operations on any fuel uplifted into an automobile. This fee shall be paid in addition to the cost of the fuel ordered by the Board. Fuel flowage fees are subject to change as determined by the Board with thirty (30) days advance written notice.
3. The Concessionaire shall collect the CFCs on behalf of the Airport and remit to the Airport, in accordance with the Board's CFC resolution, the full amount of the Transaction Day fee collected from each Rental Car customer.
4. Additional fees may include charges for special items or activities including, but not limited to, additional storage facilities fees, employee parking and badging fees. The Board may assess reasonable, non-discriminatory charges for these special items or activities. All new charges will be reviewed with Concessionaire prior to implementation. Other charges payable by Concessionaire, shall be paid

by Concessionaire to Board no later than thirty (30) days following receipt by Concessionaire of billing therefor.

- D. Any and all payments due to the Board by Concessionaire shall be labeled “Airport Rental Car Concession” and remitted to the following address:

Attn: Airport Director  
Southwest Wyoming Regional Airport  
P.O. Box 1987  
Rock Springs, WY 82902-1987

- E. Year End Adjustments to Privilege Fees, Rents and Fees.

In the event the amount of payments made during the preceding Operations Year exceeds the total of any payments due for such Operations Year, the excess payment shall be credited against the payments for the next Operations Year, except that any excess payment during the final Operations Year of this Agreement will be returned to the Concessionaire within thirty (30) days after the Airport’s acceptance of the final Certified Statement described in this Section. Concessionaire shall submit separate system generated reports for each brand name operated.

*Subsection 4.2 Statements, Books, and Records; Delinquent Rentals.*

- A. Monthly Statements; Books and Records. Within fifteen (15) days after the close of each calendar month of the term of this Agreement, Concessionaire shall submit to Board, in such detail and on the statement form designated as Exhibit B or as may reasonably be specified by Board, certain information, including but not limited to, the number of Transactions executed during the preceding month, the number of Transaction Days Motor Vehicles were rented during the preceding month, and the statement of its Gross Revenues during the preceding month upon which the percentage payments to Board set forth in Subsection 4.1(A)(1) are to be computed, and said Exhibit B statement to be signed by a responsible accounting officer of Concessionaire. Board reserves the right to change the form of the monthly statement and to require the submission by Concessionaire of other information pertaining to the Gross Revenues hereunder, and Concessionaire agrees to change the form of its statements to that requested by Board and to provide any such additional information Board may reasonably request. Concessionaire shall keep full and accurate books and records showing all of its Gross Revenues hereunder, and Board shall have the right, through its representatives and at reasonable times, at its own expense, to inspect, examine, copy and audit such books and records. Concessionaire hereby agrees that all such books and records will be made available to Board for at least seven (7) years following the period covered by such books and records.
- B. Annual Certified Statements. Each year during the term of this Agreement, Concessionaire shall provide to Board a written statement, certified by an independent Certified Public Accountant under an audit or review engagement, to Board stating that the Percentage Fees paid by Concessionaire to Board during the preceding year pursuant

to this Agreement were made in accordance with the terms of this Agreement. Said statement shall be submitted by Concessionaire, to be received by Board within ninety (90) days of the end of each Operations Year. Such statement shall also contain a list of the Gross Revenues, by month, as shown on the books and records of Concessionaire and which were used to compute the Percentage Fee payments made to Board during the period covered by said statement.

- C. Delinquent Rentals and Fees. In the event Concessionaire fails to make payment when due under this Agreement, Concessionaire shall be obligated to pay a late charge in the amount of five percent (5%) of the past due amount. Payment of the late charge shall not constitute a waiver by the Board of its other remedies under this Agreement on account of Concessionaire's failure to pay sums hereunder. Concessionaire shall also pay interest on all past due amounts at the rate of eighteen percent (18%) per annum from the due date, until paid.

*Subsection 4.3 Audit.* Board reserves the right to audit Concessionaire's books and records pertaining to the Leased Premises, at its own expense, at any time for the purpose of verifying the Gross Revenues, Privilege Fee and CFC calculation hereunder for any period three (3) years prior to such audit. If, however, as a result of such audit, it is established that Concessionaire has understated the Gross Revenues or CFCs received from all operations at the Leased Premises by two percent (2%) or more (after the deductions and exclusions herein), the entire expense of said audit shall be borne by Concessionaire. Any additional Privilege Fee or CFCs due shall forthwith be paid by Concessionaire to Board with interest thereon at one and one-half percent (1.5%) per month from the date such additional Privilege Fee or CFC became due.

## **SECTION 5 – ALTERATIONS AND IMPROVEMENTS**

*Subsection 5.1 Approval of Plans and Specifications; Provision of Drawings.*

- A. General. Any improvements to be made to or upon the Leased Premises by Concessionaire, and any subsequent alterations or additions to such improvements, shall be subject to the prior written approval of Airport Director. Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of Airport Director before any work or construction is commenced, which shall not be unreasonably withheld or delayed. First-class standards of design and construction shall be complied with in connection with all such work, facilities, and improvements; and all construction shall conform to the general architectural requirements of Airport Director as established for each improvement program. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to Airport Director for review prior to commencement of construction; after final approval by Airport Director, Airport Director shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

- B. Improvements Conform to Statutes, Ordinances, Etc. All improvements, furniture,

- fixtures, equipment, and finishes, including the plans and specifications therefore, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations, and public bidding laws. Any approval given by Board shall not constitute a representation or warranty as to such conformity; responsibility therefore shall at all times remain with Concessionaire.
- C. Approvals Extend to Architectural and Aesthetic Matters. Approval of Board shall extend to and include architectural and aesthetic matters and Board reserves the right to reasonably reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Airport Director approval.
  - D. Disapprovals. In the event of disapproval by Board of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Airport Director. Board agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations shall be made in said plans or specifications after initial approval by Board, and no alterations or improvements shall be made to or upon the Leased Premises without the prior written approval of Airport Director.
  - E. Provision of As-Built Drawings. Upon completion of any construction project, Concessionaire shall provide Board two (2) completed sets of as-built drawings in reproducible form as specified by Board. Concessionaire agrees that, upon the request of Board, Concessionaire will inspect the Leased Premises jointly with Board to verify the as-built drawings.

*Subsection 5.2 Title to Improvements, Structural Alterations, Etc.*

- A. Title. All improvements made to the Leased Premises by Concessionaire, and any additions and alterations thereto made by Concessionaire, shall be and remain the property of Concessionaire until the termination of this Agreement (whether by expiration of the term, cancellation, forfeiture or otherwise), at which time said improvements, except for Trade Fixtures, personal property, and expendables, shall become the property of Board, at no cost to Board.
- B. Structural Alterations. Concessionaire shall make no structural alterations to the Leased Premises without the prior written consent of Airport Director.
- C. Alterations and Improvements to Airport. Concessionaire acknowledges that from time-to-time Board may undertake construction, repair, or other activities related to the operation, maintenance and repair of the terminal building which may temporarily affect Concessionaire's operations hereunder. Concessionaire agrees to accommodate Board in such matters, even though Concessionaire's own activities may be inconvenienced, and Concessionaire agrees that no liability shall attach to Board, its members, employees, or agents by reason of such inconvenience or impairment. It is

agreed that in the event such activities of Board substantially impair the operations of Concessionaire under this Agreement, the Minimum Annual Guarantee shall be waived during such period of substantial impairment, with what constitutes "substantial impairment" being reasonably determined by Airport Director after consultation with Concessionaire. Concessionaire agrees that if relocation is required that Concessionaire shall move its operations as reasonably directed by Airport Director and said move is at Concessionaire's sole cost and expense. If the Board elects to relocate Concessionaire during the term of this Agreement, the Board will reimburse reasonable and necessary costs associated with the relocation as determined by the Board in advance of the relocation.

If, during the term of this Agreement, the Board or Concessionaire determine the need exists to install electric vehicle charging stations on the Premises, the design and installation will be coordinated and approved in writing in advance with the Board.

- D. Removal and Demolition. Concessionaire shall not remove or demolish, in whole or in part, any Leasehold Improvements upon the Leased Premises without the prior written consent of Board which may, at its sole discretion, condition such consent upon the obligation of Concessionaire, at Concessionaire's cost, to replace the same by an improvement specified in such consent.

## **SECTION 6 – MAINTENANCE OF PREMISES AND UTILITIES**

### *Subsection 6.1 Airport Maintenance Obligations.*

- A. General Maintenance and Operation. Board agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the Airport, including the public areas in the terminal building and all appurtenances, facilities, and services now or hereafter connected therewith.
- B. Structural Maintenance. Board shall provide, or cause to be provided, structural maintenance of the terminal building, or cause to be provided, the washing of all windows (on the outside of the terminal building only) in the Leased Premises at periodic intervals.
- C. Maintain Access. Board shall, throughout the term of this Agreement, maintain all airport-owned roads on the Airport giving access to the terminal building in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the terminal building over said road at all times. Board reserves the right to reasonably restrict access to the terminal building area for automobile deliveries during peak activity periods.
- D. Ready/Return Parking. Board shall provide snow removal and general maintenance of the Ready/Return lot parking area. Concessionaire is expected to attend the pre-season snow removal meeting and coordinate with the Airport to ensure efficient snow removal operations in the ready/return parking area.

*Subsection 6.2 Concessionaire's Maintenance Obligations.*

- A. Concessionaire's General Obligations. Except for maintenance of the public areas in the terminal building, as provided in Subsection 9.1, Concessionaire shall be obligated, without cost to Board, to maintain the Leased Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Leased Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. All such maintenance and repairs shall be at least of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Airport Director. Concessionaire shall be obligated, without cost to Board, to provide custodial service to Leased Premises.
- B. Hazardous Conditions. Upon discovery, Concessionaire shall immediately give oral notice to Board of any hazardous or potentially hazardous conditions in the Leased Premises or in the terminal building. Any hazardous or potentially hazardous condition in the Leased Premises shall be corrected immediately upon receipt of oral notice from the Airport Director. At the direction of said Director, Concessionaire shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.
- C. Trash and Refuse. Board shall provide, at no cost to Concessionaire, a container for the adequate sanitary handling of all trash and other refuse caused as a result of the operation of the Leased Premises. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from Airport in a reasonably clean and orderly condition so as not to unduly attract rodents, pests, or birds, or create an offensive odor.
- D. Transporting Trash and Refuse. In transporting trash and refuse from the Leased Premises, Concessionaire shall ensure that trash is not strewn around while taking refuse to the dump site. Such disposal shall take place during hours as may be approved by the Board.

*Subsection 6.3 Utilities.*

- A. Board shall provide the Leased Premises with heat and air-conditioning to keep the Leased Premises at reasonable temperatures for the conduct of Concessionaire's activities. Board shall have the right to set, monitor, adjust and restrict thermostat settings to levels it determines to be appropriate.
- B. Board shall provide electricity to the Leased Premises by means of wiring installations, and Concessionaire shall make such connections as required and permitted by building code. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring installation in place.

- C. Board shall provide natural gas to the Car Wash Facilities. Board shall have the right to monitor activities at the Leased Premises, including the opening and closing of doors to the Car Wash Facilities, to prevent excessive use of natural gas.
- D. Board shall provide water to the Car Wash Facilities. Concessionaire shall reimburse the Board for water usage as outlined in Section 4.1(C)(1).
- E. Board shall provide Concessionaire a dedicated IT rack space set-aside for concessionaires. Concessionaire shall follow the Airport's wiring color scheme and shall not abandon any IT infrastructure at the termination of this Agreement. Should the Concessionaire require external mounting of IT hardware, such mounting shall be restricted unless otherwise approved by the Airport Director.

## **SECTION 7 – LIENS, PAYMENT, AND PERFORMANCE BONDS**

*Subsection 7.1 Construction Surety Bond.* Concessionaire shall not allow any liens or encumbrances to be attached to the Leased Premises. Prior to the commencement of any construction or alteration hereunder which exceeds \$10,000 in cost, Concessionaire or its contractor shall furnish to Board, and without expense to Board, a surety bond, issued by a surety company licensed to transact business in the State of Wyoming and satisfactory to and approved by Board with Concessionaire's contractor or contractors as principals, in a sum not less than one hundred percent (100%) of the total cost of the contract or contracts for the construction or alteration of the improvements and facilities mentioned herein. Said bond shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by said contractor, subcontractor(s), and suppliers in the prosecution of the work provided for in said construction contract and shall protect Board from any liability, losses, or damages arising there from.

*Subsection 7.2 Security.* During the term of this Agreement, the Board shall require the Concessionaire to deliver (and thereafter maintain current for the entire term of this Agreement) an instrument of security in a form satisfactory to the Board, in its sole discretion, in the amount Fifty Thousand Dollars (\$50,000) in order to secure the performance of all of Concessionaire's obligations under this Agreement, including without limitation, the payment of all the percentages, minimums, fees, charges and costs set out herein. Said security may be in the form of a Performance bond.

## **SECTION 8 – OPERATION OF LEASED PREMISES: HOURS AND DELIVERIES**

*Subsection 8.1 Hours of Operation.* Concessionaire shall actively operate in the Leased Premises and shall use a business-like operation therein. The Concessionaire shall be open to serve the public seven (7) days per week and hours of operation shall be such that passengers of flights arriving or departing from the Airport will be accommodated. Minimum hours of counter service operations are from ~~8:00 a.m. or~~ one-half hour prior to the ~~each~~first scheduled commercial passenger flight arrival, ~~whichever is earlier,~~ until ~~5:00 p.m. or~~ one-half hour after the actual arrival time of ~~each~~the last commercial passenger flight, ~~whichever is later,~~ unless



other operating hours are approved by the Airport Director. The Airport expects Concessionaire to provide expanded hours as necessary to accommodate rentals to non-airline customers, specifically FBO customers. Concessionaire shall adjust their online reservation system to reflect the hours of any published change in airline flight schedules at the Airport, as they are made known to Concessionaire, in order to allow for rentals through those new airline flight arrival and departure times. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. Concessionaire may advise the Airport Director of Concessionaire's analysis of the optimum arrangements, but the final determination shall be made by the Airport Director based on his analysis of necessary service to the public.

*Subsection 8.2 Delivery of Goods.* Concessionaire shall arrange for the timely delivery of all Motor Vehicles and supplies, at such times, in such locations(s), and by such routes as determined by Airport Director. Concessionaire shall abide by all Transportation Security Administration (TSA) requirements for parking of Motor Vehicles near the terminal building.

## **SECTION 9 – QUALITY AND CHARACTER OF SERVICE**

*Subsection 9.1 Type of Operation.* Concessionaire shall maintain and operate the concession privileges granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Airport Director, does not unduly annoy, disturb, or offend others at the Airport.

*Subsection 9.2 Services to the General Public.* Concessionaire understands and agrees that its operation at the Airport necessitates the rendering of public services such as giving directions, and generally assisting the public. Concessionaire's personnel are required to complete the Sweetwater County Travel & Tourism Ambassador Program within three (3) months of employment at the Airport.

*Subsection 9.3 Additional Compliance.* Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Agreement.

*Subsection 9.4 Personnel.*

- A. General. Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service. All such personnel, while on or about the Leased Premises, shall be polite, clean, appropriately attired, and neat in appearance. Clothing will be neat and clean and present a professional appearance. Airport Director shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection. Concessionaire will ensure that its counter is staffed at all times during the posted hours of operation.

- B. Manager. The management, maintenance, and operation of the Leased Premises and the concession conducted thereon shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties.

*Subsection 9.5 FBO Rentals.* Concessionaire understands and agrees that its operation at the Airport shall include providing rental cars and customer service to passengers utilizing the FBO.

- A. Within twenty (20) minutes of notification of the arrival of a customer at the FBO with a rental car reservation which the Concessionaire has been aware of for at least eight (8) hours, either through communication from the customer or from the FBO staff, Concessionaire shall either meet its customer at the FBO for pickup or deliver its rental car to the customer at the FBO. This requirement does not apply to arrivals outside of the Concessionaire's required hours of operation per Subsection 8.1.
- B. Concessionaire will coordinate with Board staff to deliver the vehicle to the FBO prior to the customer's arrival if Concessionaire is unable to pickup their customer or deliver the rental car to their customer within the required timeframe identified in Section 9.5(A) above. FBO staff will provide the customer the keys to the vehicle. FBO staff will not be responsible for the completion of any rental car contract.
- C. Concessionaire may coordinate with FBO staff for FBO staff to deliver the Concessionaire's customer to the terminal building if the Concessionaire is unable to pickup the customer or deliver the rental car within the required timeframe identified in Section 9.5(A) above. This service will be based on the availability of FBO staff.

*Subsection 9.6 Operations Violations.*

Concessionaire's failure to adhere to the operating requirements set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, and reduce the amount of rent to be paid to Board. Additionally, Board resources will be expended in dealing with violations of this Agreement by Concessionaire. The parties hereby agree that total damages sustained by to Board for violations of the provisions of this Agreement addressing this subject matter could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the liquidated damages amounts, set forth below for violation of Agreement terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Board. Concessionaire, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by to Board the following amounts as liquidated damages upon the occurrence of breaches, in any Operations Year, related to operation violations:

- \$100 per occurrence - first occurrence
- \$200 per occurrence – second occurrence

- \$300 per occurrence - third occurrence
- \$1,000 per occurrence thereafter

Liquidated damage amounts shall not be imposed unless the violation continues for more than three (3) calendar days after Board has given Concessionaire written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Board has given Concessionaire notice of the same violation more than twice during any calendar year, the liquidated damage amount may be immediately imposed with no opportunity to cure in order to avoid the sanction.

For hours of operations violations, liquidated damages shall be as follows:

- \$100 per hour or portion thereof, during which location is not open - first occurrence
- \$200 per hour or portion thereof, during which location is not open - second occurrence
- \$300 per hour or portion thereof, during which location is not open - third occurrence
- \$1,000 per occurrence thereafter

For violations regarding the minimum hours of operation, the liquidated damages may be incurred immediately and without notice upon violation.

Board's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right or prohibit Board from doing so for subsequent violations. After two (2) violations of the same type in the same calendar year, Board reserves the right, at its sole option, not to impose the liquidated damage and instead seek any other remedies available to it for an event of Default, including termination of this Agreement.

## **SECTION 10 – NON-DISCRIMINATION**

*Subsection 10.1 General Civil Rights Provisions.* In its activities within the scope of its airport program, the Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire. The above provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the airport remains obligated to the Federal Aviation Administration.

*Subsection 10.2 Compliance with Nondiscrimination Requirements.* During the performance of this Agreement, the Concessionaire, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with Regulations: The Concessionaire (hereinafter includes consultants) 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.

- B. Nondiscrimination: The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire 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.
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Concessionaire 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 Concessionaire of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports: The Concessionaire 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 Concessionaire 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.
- E. Sanctions for Noncompliance: In the event of a Concessionaire's noncompliance with the nondiscrimination 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:
- Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or
  - Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The Concessionaire will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire 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 Concessionaire becomes involved in, or is

threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Concessionaire 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. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the “Concessionaire”) 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 USC § 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 USC § 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 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, *et seq*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

*Subsection 10.3 Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.*

- A. Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of discrimination Acts And Authorities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Concessionaire will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, Board will there upon revert to and vest in and become the absolute property of Board and its assigns.

## **SECTION 11 – IDEMNIFICATION AND INSURANCE**

*Subsection 11.1 Indemnification.* To the fullest extent allowable by law, Concessionaire hereby indemnifies and shall defend and hold harmless, at Concessionaire's expense, Board, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Concessionaire, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on Board. Concessionaire's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligent or willful misconduct of Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as Board waiving its statutory limitation and/or immunities as set forth in the applicable Wyoming Statutes or other applicable law. This indemnity provision shall survive the termination or

expiration of this Agreement.

Concessionaire shall reimburse Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Board, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

*Subsection 11.2 Concessionaire's Insurance.* At all times during the term of this Agreement, Concessionaire, at Concessionaire's expense, shall maintain the insurance coverages specified below. All insurance coverage shall be provided by insurers authorized to do business in Wyoming and having an A.M. Best rating of no less than A.:

- A. Worker's Compensation and Employer's Liability Insurance in compliance with Wyoming statutory limits.
- B. General Liability Insurance at least as broad as ISO form CG 00 01 covering Bodily Injury and Property Damage on an "occurrence" form in an amount of not less than \$5,000,000 per occurrence/\$5,000,000 annual aggregate for the protection of Board and its elected officials, officers, agents, employees, and volunteers. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement.
- C. Automobile Liability Insurance in a form at least as broad as ISO form CA 00 01 covering all owned, hired, and non-owned vehicles. The combined Single Limit per occurrence shall be not less than \$5,000,000 per occurrence.
- D. Property insurance against all risks of loss to Concessionaire's improvements, betterments, fixtures, furniture, and equipment at full replacement value.
- E. Notice of cancellation or change. Each insurance policy required herein shall not be canceled, except with not less than thirty (30) days written notice to Board.
- F. Additional Insured. The General Liability Insurance and Commercial Automobile Liability Insurance shall include Board and its elected officials, officers, employees, agents, and volunteers as Additional Insureds but only with respect to the Concessionaire's activities to be performed under this Agreement.
- G. Primary Coverage. For any claims related to this Agreement, the Concessionaire's insurance coverage shall be primary coverage as least as broad as ISO form CG 20 01 04 13 as respects the Board and its elected officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by Board shall be excess of Concessionaire's insurance and shall not contribute with it.
- H. Waiver of Subrogation. Concessionaire hereby grants Board a waiver of any right to subrogation which any insurer of Concessionaire may acquire against the Board by

virtue of the payment of any loss under such insurance. Concessionaire agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Board has received a waiver of subrogation endorsement from the insurer.

- I. **Verification of Coverage.** Concessionaire shall furnish Board with original Certificates of Insurance including all required amendatory endorsements (or copies of applicable policy language effecting coverage required by this Agreement) and a copy of the Declarations and Endorsement Page of the General Liability policy listing all policy endorsements to Board before the effective date of this Agreement. Board reserves the right to require complete, certified copies of all insurance policies, including the endorsements required by these specifications, at any time.
- J. **Failure to Maintain Required Insurance.** If at any time Concessionaire fails maintain the insurance coverages required under this Section 11, the Board may, at its option, (i) terminate this Agreement upon written notice to Concessionaire, or (ii) secure the required insurance at the Concessionaire's sole cost and expense plus 10% for the cost of administration.

## **SECTION 12 – DAMAGE OR DESTRUCTION OF LEASED PREMISES**

*Subsection 12.1 Partial Damage.* If all or a portion of the Leased Premises is partially damaged by fire, explosion, the elements, public enemy, or other casualty, but not rendered untenable, the same will be repaired with due diligence by Board subject to the limitations of Subsection 12.4; provided, however, to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing Board for the cost and expenses insured in such repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its sublessees, agents, or employees.

*Subsection 12.2 Extensive Damage.* If the damages referred to in Subsection 12.1 shall be so extensive as to render the Leased Premises untenable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by Board subject to the limitations of Subsection 12.4; and the charges payable herein for the Rent under Section 4.1 shall abate from the time of such damage or destruction until such time as the said Leased Premises are fully restored and certified by Board's Engineers as ready for occupancy; provided, however, the said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing Board for the cost and expenses incurred in such repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its sublessees, agents, or employees.

*Subsection 12.3 Complete Destruction.* In the event the Leased Premises are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they are untenable and cannot be replaced for more than thirty (30) days, Board shall undertake the repair, replacement, and reconstruction of said Leased Premises; and charges payable herein for Rent under Section 4.1, shall abate as of the time of such damage or destruction until such time as the said Premises are fully restored and certified by Board's Airport



Director as ready for occupancy; provided, however, the said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing Board for the costs and expenses incurred in said repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its sublessees, agents, or employees; provided further, however, if within twelve (12) months after the time of such damage or destruction said Leased Premises shall not have been repaired or reconstructed, Concessionaire may cancel this Agreement in its entirety.

*Subsection 12.4 Limits of Board's Obligations Defined.* It is understood that, in the application of the foregoing Subsections, Board's obligations shall be limited to repair or reconstruction of the Leased Premises to the same extent and of equal quality as obtained at the commencement of operations hereunder, subject to funding and appropriation. Redecoration and replacement of furniture, fixtures, equipment, and supplies shall be the responsibility of Concessionaire and any such redecoration and refurbishing/re-equipping shall be of equivalent quality to that originally installed hereunder.

## **SECTION 13 – CANCELLATION**

*Subsection 13.1 Cancellation by Concessionaire.* Concessionaire may cancel this Agreement and terminate all its obligations hereunder upon or after the happening of one or more of the following events and provided that Concessionaire is not in default in the payment of any fees or charges to Board:

- A. The abandonment of the Airport as an airline terminal or the removal of all certificated passenger airline service from the Airport for a period of no less than thirty (30) consecutive days.
- B. The inability of Concessionaire to use the Airport for a period of longer than ninety (90) days, because of the issuance of any order, rule, or regulation by any competent governmental authority or court having jurisdiction over Concessionaire or Board, preventing Concessionaire from operating its business; provided, however, that such inability or such order, rule, or regulation is not primarily due to any fault of Concessionaire.
- C. The material breach by Board in the performance of any covenant or agreement herein required to be performed by Board and the failure of Board to remedy such breach for a period of sixty (60) days after receipt from Concessionaire of written notice to remedy the same.

*Subsection 13.2 Cancellation by Board.* Board may cancel this Agreement and terminate all of its obligations hereunder at any time that Board is not in default, upon or after the happening of any of the following events:

- A. Concessionaire shall file a voluntary petition in bankruptcy; or
- B. Proceedings in bankruptcy shall be instituted against Concessionaire and

- Concessionaire is thereafter adjudicated bankrupt pursuant to such proceedings; or
- C. A court shall take jurisdiction of Concessionaire and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or
  - D. A receiver of Concessionaire's assets shall be appointed; or
  - E. Concessionaire voluntarily abandons its conduct of its business at the Airport for a period of thirty (30) days, except if such is due to a labor strike or labor dispute in which Concessionaire is involved; or
  - F. Any assignment is made by Concessionaire for the benefit of its creditors; or
  - G. The material breach by Concessionaire of any of the covenants or agreements herein contained and the failure of Concessionaire to remedy such breach as hereinafter provided. In this regard it is understood that nonpayment of fees or charges hereunder is a material breach. In the event of such material breach, Board shall give to Concessionaire notice in writing to correct such breach and if such breach shall continue for fifteen (15) days after the receipt of such notice by Concessionaire, Board may, after the lapse of said fifteen (15) day period, cancel this Agreement, without forfeiture, waiver, or release of Board's rights to any sum of money due or to become due under the provisions of this Agreement.
  - H. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Concessionaire, for a period of at least thirty (30) days, from its Airport operation.

*Subsection 13.3 Termination.* Should an early termination of this Agreement occur pursuant to the terms of Subsection 13.2 hereof, Concessionaire shall immediately pay the Board a sum of money equal to the amount of the Privilege Fee and Rent for Premises reserved hereunder for the balance of the term of this Agreement. Board shall have the right to re-enter the Leased Premises, make repairs as necessary, and enter into another agreement for the Leased Premises and privileges, or any part thereof, for the remainder of the term hereof. In the event the Board re-lets the Leased Premises, Concessionaire shall be obligated to pay, in addition to the deficiencies in the Privilege Fee and Rent for Premises and the re-letting rent amount, all necessary renovation and alteration costs of the Leased Premises. The Board shall apply all rents collected upon re-letting toward payment of all sums due or to become due to the Board.

*Subsection 13.4 Notice of Termination.* If any of the events enumerated in Subsections 13.1 and 13.2 shall occur and after due notice the defaulting party has failed to cure or correct same, the complaining party may, at any time thereafter during the continuance of said default, terminate this Agreement by notice in writing, such cancellation and termination to be effective upon the date specified in such notice.

## **SECTION 14 – NONWAIVER OF RIGHTS**

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

#### **SECTION 15 – SURRENDER OF POSSESSION**

Concessionaire shall, upon termination of this Agreement or cancellation, quit and deliver up the Leased Premises and privileges to Board peaceably and quietly, with the Leased Premises being in as good order and condition as the same now are or may be hereafter improved by Concessionaire or Board, reasonable use and wear thereof excepted. In addition to any lien provided by Wyoming law, Board shall have a specific lien on all property of Concessionaire, and related equipment on the Leased Premises as security for nonpayment. Concessionaire shall have the right to remove all of its trade fixtures and equipment installed or placed by it at its own expense, in, on or about the Premises; subject however, to any valid lien which Board may have thereon for unpaid charges or fees.

#### **SECTION 16 – TAXES AND LICENSES**

Concessionaire shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder.

#### **SECTION 17 – INSPECTION OF PREMISES**

Board or its duly authorized representatives, or agents, and other persons for it, may enter upon said Leased Premises at any and all reasonable times during the term of this Agreement for the purpose and conditions hereof or for any other purpose incidental to rights of Board.

#### **SECTION 18 – HOLDING OVER**

Should Concessionaire holdover said Leased Premises after this Agreement has terminated in any manner, Concessionaire shall continue such holding over only at sufferance to Board. In the event of such holding over, Board shall be entitled to collect from Concessionaire, 1.10 times the amount of Year Three's minimum annual guarantee. All other terms and conditions in such holdover shall be the same as herein provided.

#### **SECTION 19 – QUIET ENJOYMENT**

Board agrees that Concessionaire, upon payment of the fees and charges and all other payments

to be paid by Concessionaire under the terms of this Agreement, and upon observing and keeping the agreements and covenants of this Agreement on the part of Concessionaire to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Agreement.

## **SECTION 20 – NO LIENS**

Concessionaire shall pay for all labor done or materials furnished in the repair, replacement, development, or improvement of the Premises by Concessionaire, and shall keep said Leased Premises and Concessionaire's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Concessionaire's act or omission.

## **SECTION 21 – SECURITY AGREEMENTS**

Board shall provide, or cause to be provided, during the term of this Agreement, all proper and appropriate public fire and police protection similar to that afforded to other Landside tenants or licensees at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. Concessionaire shall comply with the Airport Security Plan and shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by Concessionaire, shall not in any way be construed to limit or reduce the obligations of Board hereunder.

## **SECTION 22 – AGREEMENT SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES**

This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the Board and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the Board for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Southwest Wyoming Regional Airport. Should the effect of such Agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, Board shall terminate this Agreement.

## **SECTION 23 – RIGHTS AND PRIVILEGES OF BOARD**

- A. Board shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Airport, Airport terminal building and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the FAA, and any future changes prescribed from time to time by the FAA.

- B. Board's Airport Director is hereby designated as its official representative for the enforcement of all provisions in this Agreement with full power to represent Board with dealings with Concessionaire in connection with the rights herein granted.
- C. Board reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Leased Premises and existing vehicle and pedestrian traffic patterns, as the Board deems appropriate, regardless of the desires or views of Concessionaire, and without interference or hindrance.
- D. During the time of war or National Emergency, Board shall have the right to lease the landing area of the Airport, or any part of Southwest Wyoming Regional Airport, thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.
- E. Board hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of Southwest Wyoming Regional Airport, and the right to pursue all operations of the Southwest Wyoming Regional Airport.
- F. Board reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Board, would limit the usefulness of the Airport, or constitute a hazard to aircraft.
- G. Board may from time to time increase the size or capacity of any such public aircraft facilities or passenger terminal building or common use portion of the Airport or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.
- H. This Agreement at any time may be reopened for renegotiation if Federal Aviation Administration (FAA) Airport Certification or Security Requirements, FAR Part 139 and CFR 1542 respectively, result in major expenditures to Board due to Concessionaire's tenancy on the Southwest Wyoming Regional Airport. If said renegotiation is desired, written notice must be given to Concessionaire sixty (60) days prior to such renegotiations.

## **SECTION 24 – ACCESS CONTROL**

- A. Concessionaire shall upon termination of this agreement return all issued keys to Board. If all issued keys are not returned to Board at the termination of this Agreement Concessionaire shall pay to Board cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.

- B. Concessionaire is responsible for all keys issued to employees of Concessionaire. If a key is lost, Concessionaire shall immediately notify Board and shall pay to Board cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.
- C. Concessionaire is ultimately responsible for all access media and badges issued to Concessionaire employees including all fees levied for failure to return said access media and badges.
- D. Concessionaire is not permitted to change any locks on any Leased Premises.

#### **SECTION 25 – NO PERSONAL LIABILITY**

Under no circumstances shall any trustee, officer, official, commissioner, Director, member, partner or employee of Board have any personal liability arising out of this Agreement, and Concessionaire shall not seek or claim any such personal liability.

#### **SECTION 26 – GOVERNING LAW**

This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Sweetwater County, Wyoming. Each party waives its right to challenge venue.

#### **SECTION 27 – JURY TRIAL WAIVER**

The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

#### **SECTION 28 – NOTIFICATION**

Concessionaire shall:

- A. As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify Board in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Concessionaire with respect thereto.
- B. Promptly notify Board of the commencement of any litigation or administrative

proceeding that would cause any representation and warranty of Concessionaire contained in this Agreement to be untrue.

- C. Notify Board, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Concessionaire or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Concessionaire or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Concessionaire or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

### **SECTION 29 – SEVERABILITY**

The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

### **SECTION 30 – ASSIGNMENT, SUBLET, AND TRANSFER**

Concessionaire shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of Board. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Concessionaire shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

### **SECTION 31 – NO WAIVER**

The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

### **SECTION 32 – CONFLICTS OF INTEREST**

Concessionaire covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Concessionaire further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of

Concessionaire or its employee must be disclosed to Board.

### **SECTION 33 – ENTIRE AND SUPERSEDING AGREEMENT**

This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of Board, granting approvals or conditions attendant with such approval, the specific action of Board shall be deemed controlling.

### **SECTION 34 – AMENDMENT**

This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

### **SECTION 35 – TIME COMPUTATION**

Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

### **SECTION 36 – NOTICES**

NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the Board:

For FedEx, UPS, or Courier:  
Southwest Wyoming Regional Airport  
Attn: Airport Director  
382 Hwy 370  
Rock Springs, WY 82901

or

For USPS:  
Southwest Wyoming Regional Airport  
Attn: Airport Director  
P.O. Box 1987  
Rock Springs, WY 82902



To the Concessionaire: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 37 – PUBLIC RECORDS STATUTES**

Concessionaire understands and acknowledges that Board is subject to the Public Records Statutes of the State of Wyoming. As such, Concessionaire agrees to retain all records as defined by Wyoming Statute applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Concessionaire agrees to assist Board in complying with any public records request that Board receives pertaining to this Agreement. Additionally, Concessionaire agrees to indemnify and hold harmless Board, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Concessionaire’s actions or omissions which contribute to Board’s inability to comply with the Public Records Statutes. In the event that Concessionaire decides not to retain its records for a period of seven (7) years, then it shall provide written notice to Board whereupon Board shall take custody of said records assuming such records are not already maintained by Board. This provision shall survive the termination of this Agreement.

**SECTION 38 – CONSTRUCTION**

This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

**SECTION 39 – NO THIRD PARTY BENEFICIARY**

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

**SECTION 40 – COMPLIANCE WITH LAW**

The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

#### **SECTION 41 – FORCE MAJEURE**

Board shall not be responsible to Concessionaire and Concessionaire shall not be responsible to Board for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

#### **SECTION 42 – GOOD STANDING**

Concessionaire affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wyoming and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Concessionaire is duly licensed or qualified to do business and is in good standing in the State of Wyoming and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

#### **SECTION 43 – INDEPENDENT CONTRACTORS**

The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

#### **SECTION 44 – GOVERNMENTAL APPROVALS**

Concessionaire acknowledges that various of the specific undertakings of Board described in this Agreement may require approvals from the Board and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Concessionaire further acknowledges that this Agreement is subject to appropriation by the Board. Board's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. Board cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

## **SECTION 45 – AUTHORITY**

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

## **SECTION 46 – COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

## **SECTION 47 – SURVIVAL**

All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

## **SECTION 48 – MORE FAVORABLE TERMS**

In the event the Board shall enter into any lease or agreement with any other rental car operator within the terminal building, that agreement will not contain more favorable terms than this Agreement, unless the same rights, privileges, and more favorable terms are concurrently made available to Concessionaire.

## **SECTION 49 – ENVIRONMENTAL**

*Subsection 49.1 Compliance.* In its operations at the ~~Leased Concession~~ Premises, each Concessionaire Environmental Party shall strictly comply with all generally accepted industry environmental practices and standards, applicable Environmental Laws, and the applicable Airport Environmental Policies and Procedures, including without limitation those which are included in the Airport Storm Water Pollution Prevention Plan and Airport Spill Prevention Control and Countermeasure Plan ("SWPPP") which is incorporated by reference. For the purpose of this part, said Airport Environmental Policies and Procedures shall not be contradictory to other applicable Environmental laws or any more burdensome than State regulations. Without limiting the generality of the foregoing provision, a Concessionaire Environmental Party shall not use or store Hazardous Materials on or at the Airport except as reasonably necessary in the ordinary course of its permitted activities at the Airport, and then only if such Hazardous Materials are properly labeled and contained, and notice of and a copy of the current material safety data sheet is provided to the Board for each such Hazardous Material. A Concessionaire Environmental Party shall not discharge, release, or dispose of any Hazardous Materials on the Airport or surrounding air, lands or waters, except as allowed under applicable

Environmental Laws. Concessionaire shall promptly notify the Board of any Hazardous Material spills, releases, or other discharges by a Concessionaire Environmental Party at the Airport that are required to be reported by applicable Environmental Laws and promptly abate, remediate, and remove any of the same in accordance with applicable Environmental Laws. Concessionaire shall provide the Board with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the ~~Leased~~ Concession Premises and Airport, or any alleged material noncompliance with Environmental laws by a Concessionaire Environmental Party at the Airport within ten (10) days after such documents are generated by or received by Concessionaire. If a Concessionaire Environmental Party uses, handles, treats or stores Hazardous Materials at the Airport, it shall have a contract in place with an EPA approved waste transport or disposal company and shall identify and retain spill response contractors to assist with spill response and facilitate waste characterization, transport and disposal. Complete records of all disposal manifests, receipts and other documentation shall be retained by the Concessionaire as required under applicable Environmental Laws and made available to Board for review upon request

*Subsection 49.2 Compliance with Federal and State Storm Water Requirements.* Concessionaire acknowledges that the Airport is subject to the National Pollution Discharge Elimination System Program ("NPDES") and Federal Storm Water Regulations (40 CFR Part 122). In its operations at the Airport, Concessionaire shall comply with all applicable provisions of NPDES, Federal and State Storm Water Regulations, and the Airport's SWPPP, as they may be amended from time to time, in accordance with all applicable Environmental Laws.

*Subsection 49.3 Survival.* The covenants, conditions, and indemnities in Section 49.1 through 49.4 ~~17.1 through 17.4~~ shall survive termination of this Agreement

*Subsection 49.4 Environmental Assessment.* Concessionaire, prior to committing to entering into this Agreement, may conduct an environmental baseline report on the to establish background levels and/or to determine the existence or lack of existence of any contaminants. The concessionaire's failure to perform such assessment shall not preclude the Board from holding the concessionaire liable for any environmental issues on the property leased. Concessionaire shall supply the Board with a copy of any such assessment upon receipt by Concessionaire of same.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_ day of \_\_\_\_\_, 2025.

Attest:

Rock Springs-Sweetwater County Airport Board:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Concessionaire:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A1 – COUNTER/OFFICE/QUEUING AREAS**

SAMPLE

**EXHIBIT A2 – READY/RETURN VEHICLE PARKING SPACES**

SAMPLE

**EXHIBIT A3 – CAR WASH FACILITIES**

SAMPLE

**EXHIBIT B – MONTHLY REPORTING FORM**

**SOUTHWEST WYOMING REGIONAL AIRPORT (RKS)  
RENTAL CAR MONTHLY REPORT OF GROSS REVENUES**

**FOR THE MONTH OF** \_\_\_\_\_

**CONCESSIONAIRE** \_\_\_\_\_

Gross Revenue:

Time and Mileage	\$	_____
Fuel	\$	_____
Insurance/Damage Waivers	\$	_____
Ancillary Charges (GPS, Car Seats, Etc)	\$	_____
Airport Concession Fee	\$	_____
Miscellaneous	\$	_____
Less: Refunds, Discounts, Coupons, Other credits	\$	_____
Subtotal	\$	_____ 0
Privilege Fee Due - 10%	\$	_____ 0
Less: Monthly Guarantee paid 1st of month:	\$	_____
Percentage Fee Balance Due (1)	\$	_____ 0

Total Number of Rental Contracts \_\_\_\_\_

Total Number of Rental Days \_\_\_\_\_

CFC Due (2) \$ \_\_\_\_\_

**Amount Due with this Report (1) + (2)** \$ \_\_\_\_\_ 0

**The information provided herein and submitted to Board is complete, true, and accurate.**

**Signature** \_\_\_\_\_

**Typed Name & Title** \_\_\_\_\_

**Date Signed** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**REMIT THIS FORM AND PAYMENT TO:      SOUTHWEST WYOMING REGIONAL AIRPORT  
PO BOX 1987  
ROCK SPRINGS, WY 82902**