

HILLSBOROUGH COUNTY  
AVIATION AUTHORITY

USE AND PERMIT AGREEMENT FOR OFF-AIRPORT  
RENTAL CAR CONCESSION

AT

TAMPA INTERNATIONAL AIRPORT

COMPANY:

COLUSA INTERNATIONAL, LLC

Term Date:

October 2, 2025 through September 30, 2026

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1.	RECITALS.....	2
2.	DEFINITIONS.....	2
3.	TERM .....	5
4.	USES, PRIVILEGES, AND RESTRICTIONS .....	6
5	FEEES AND PAYMENTS.....	7
6.	ACCOUNTING, RECORDS, AND AUDIT .....	13
7.	DEFAULT AND TERMINATION RIGHTS .....	16
8.	INDEMNIFICATION .....	19
9.	INSURANCE .....	21
10.	SECURITY FOR PAYMENT .....	25
11.	LAWS, REGULATIONS, ORDINANCES, AND RULES .....	26
12.	NON-EXCLUSIVE RIGHTS.....	26
13.	RIGHT TO DEVELOP AIRPORT .....	27
14.	AMERICANS WITH DISABILITIES ACT .....	27
15.	COMPLIANCE WITH NON-DISCRIMINATION REQUIUREMENTS .....	27
16.	ASSIGNMENT AND SUBCONTRACTING.....	30
17.	TENANCY .....	30
18.	WAIVER OF CLAIMS.....	30
19.	APPLICABLE LAW AND VENUE.....	30
20.	COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW.....	31
21.	DATA SECURITY.....	31

22. AGENT FOR SERVICE OF PROCESS .....34

23. INVALIDITY OF CLAUSES ..... 35

24. NOTICES AND COMMUNICATIONS ..... 35

25. PROHIBITED ACTS..... 35

26. WAIVERS..... 36

27. E-VERIFY REQUIREMENT ..... 36

28. AIRPORT SECURITY ..... 36

29. FAA APPROVAL..... 37

30. SIGNATURES..... 37

31. PUBLIC ENTITY CRIME ..... 37

32. SCRUTINIZED COMPANIES..... 37

33. ANTI-HUMAN TRAFFICKING LAWS..... 37

34. HEADINGS..... 38

35. RELATIONSHIP OF THE PARTIES..... 38

36. MISCELLANEOUS..... 38

37. ORGANIZATION AND AUTHORITY TO ENTER INTO AGREEMENT.... 38

38. ORDER OF PRECEDENCE..... 38

39. AUTHORITY APPROVALS..... 38

40. AGREEMENT MADE IN FLORIDA ..... 38

41. SUBORDINATION OF AGREEMENT ..... 39

42. SUBORDINATION OF TRUST AGREEMENT ..... 39

43. SEVERABILITY ..... 40

44. RIGHT TO AMEND ..... 40

45. TIME IS OF THE ESSENCE .....40  
46. COMPLETE AGREEMENT .....40

EXHIBITS

EXHIBIT A MONTHLY GROSS RECEIPTS STATEMENT  
EXHIBIT B MONTHLY DETAIL SALES INFORMATION  
EXHIBIT C NON-AIRPORT CUSTOMER AFFIRMATION FORM  
EXHIBIT D SCRUTINIZED COMPANY CERTIFICATION  
EXHIBIT E AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

**HILLSBOROUGH COUNTY AVIATION AUTHORITY  
USE AND PERMIT AGREEMENT FOR OFF-AIRPORT RENTAL CAR CONCESSION**

This Use and Permit Agreement for Off-Airport Rental Car Concession ("Agreement") is made and entered into this 2<sup>nd</sup> day of October, 2025 by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district under the laws of the State of Florida ("Authority"), and COLUSA INTERNATIONAL, LLC, a limited liability company organized and existing under the laws of the State of Florida and authorized to conduct business in the State of Florida ("Company") (individually and collectively "Party or "Parties").

**WITNESSETH:**

WHEREAS, Authority owns and operates Tampa International Airport located in the County of Hillsborough, State of Florida ("Airport"); and

WHEREAS, the Legislature of the State of Florida has granted to Authority broad power to adopt regulations; enter into contracts including limited and exclusive agreements; lease property; fix and collect rates, fees, and other charges for the use of services or facilities furnished by the Airport or for the privilege of providing services to the Airport passengers; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2022-252, Laws of Florida; and

WHEREAS, Authority finds the provision and regulation of ground transportation services to Airport passengers to be in the public interest and to be a part of, as well as essential to, operation of the Airport and aviation facilities owned by and under the jurisdiction of Authority; and

WHEREAS, Authority finds that businesses providing ground transportation services to Airport passengers derive a special economic benefit from Authority's ongoing Airport operation, such that it is reasonable to raise funds to support the continued and ongoing operations of Authority through fees and charges, or a combination thereof, imposed for the privilege of doing business with customers who use Airport or aviation facilities under Authority's jurisdiction; and

WHEREAS, Company operates a rental vehicle business located off-Airport property; and

WHEREAS, Company has filed with Authority a completed application requesting authorization for a permit to do business at the Airport, arranging access to the Airport, and providing transportation of Airport Customers to Company's off-airport location.

NOW, THEREFORE, for and in consideration of the use of the Airport in accordance with the Rules and Regulations, Policies, Standard Procedures and Operating Directives of Authority and terms and conditions stated herein, and in further consideration of the business benefits received by Company, and other good and

valuable considerations, Authority agrees to issue a permit to Company, and Company agrees to abide by all of the following terms and conditions.

## ARTICLE 1: RECITALS

The above recitals are true and correct and are incorporated herein.

## ARTICLE 2: DEFINITIONS

Unless otherwise defined herein, all definitions set out in the Rules and Regulations and Operating Directives of the Authority shall be applicable to this Agreement. For the purpose of this Agreement, the following words and terms used herein are defined as follows:

2.01 After Action Review (AAR)

A systematic process for identifying the root causes of problems or events and an approach for responding to them. Based on the idea that effective management requires more than merely "putting out fires" for Software Errors that develop but instead requires finding a way to prevent such Software Errors from occurring again.

2.02 Agreement Year

The period beginning on the Commencement Date as provided in Section 3.02 below, and continuing through each September 30 during the Term of this Agreement.

2.03 Airport Customer

Any person who arrives at the Airport by aircraft and who enters into a vehicle rental agreement with Company no more than 24 hours after such arrival and uses Company's Courtesy Vehicle for transportation to or from Company's off-airport facilities. For the purpose of this Agreement, all of Company's customers shall be considered Airport Customers except those customers who sign a written statement provided to Company stating that such customer (a) did not arrive at the Airport within 24 hours; and/or (b) did not use Company's Courtesy Vehicle for transportation to or from the Company's off-airport facilities. Such statement is provided for in Exhibit C, entitled "Non-Airport Customer Affirmation Form", which is attached hereto and incorporated herein by reference.

2.04 Authority Data

All data, including any drawings, specifications, reports, Authority Confidential Information, and any other information provided by Authority to Company, otherwise received by Company, or generated by Authority or Company for purposes relating to this Agreement, including related metadata.

2.05 CEO

The Hillsborough County Chief Executive Officer.

2.06 Confidential Information

Includes all scientific, technical, financial, business and other information, all manufacturing, marketing, sales and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, intellectual property, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans, and drawings that would otherwise be a trade secret.

2.07 Courtesy Vehicle

Any prearranged transportation provided by Company for its Airport Customers. A Courtesy Vehicle does not include any taxi, limousine, or private vehicle that transports an Airport Customer when such transportation was not prearranged by Company.

2.08 Data Breach

Includes (a) the loss or misuse (by any means) of any Authority Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Authority Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Authority Confidential Information.

2.09 Enhancement

Any modification or addition that, when made or added to the Software, materially changes the Software's utility, efficiency, functional capacity, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Company as minor or major, depending on Company's assessment of their value and of the function added to the Software.

2.10 Error Correction

Either a change or addition that when made or added establishes substantial conformity of the Software, or a procedure or routine that, when made or added to the Software, brings the operation of the Software into material conformance, without changing the basic function of the Software.

2.11 FAA

The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

2.12 Information Technology (IT) Infrastructure

Hardware, Software, networks, data centers, and facilities that support the delivery of IT services and enable the operation of an organization's information systems.

2.13 Malware

Any type of Software that is designed to harm, impact, or access the Software or any other Authority systems.

2.14 Off-Airport Rental Car Operator

A company engaged in the primary business of operating vehicle rental facilities which are located off the Airport property and providing transportation to and from the Airport.

2.15. Per-Trip Fee

The fee established by Authority Board of Directors (“Board”) for each trip by a Courtesy Vehicle, as may be adjusted from time to time by the Authority Board. The Per-Trip Fee will apply once each time the Courtesy Vehicle enters the Airport property and picks up one or more Airport Customers.

2.16 Personally Identifiable Information (PII)

Personal data or information that relates to a specific, identifiable, individual person, including Authority personnel. For the avoidance of doubt, PII includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver’s license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other cardholder data; (c) Criminal Justice Information Services (CJIS); (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as PII under the breach notification laws of the fifty states of the United States.

2.17 Release

New versions of the Software, which may include both Software Error Corrections and Enhancements.

2.18 Rental Agreement

The sequentially numbered document opened at the initiation of a vehicle rental transaction by the Airport Customer that includes the total amount actually charged by Company as noted on the document when the vehicle is returned by the Airport Customer.

2.19 Software Error

Any failure of the Software to substantially conform to applicable specifications. However, any nonconformity resulting from Authority misuse, improper use, alterations, or damage to Software, or Authority combining or merging Software with hardware or Software not supplied or identified as compatible by Company, shall not be considered a Software Error.

2.20 System

Each of Company’s applications, including equipment, other hardware, and Software. In most cases, the System software will share equipment.

2.21 Tour Contract or Tour Agreement

The agreement established by Company with a third-party travel agency or promoter for the purpose of providing rentals to tour customers of the third-party travel agency or promoter.

2.22 Tour Voucher

The document sold by Company to a third-party travel agency or promoter for inclusion in travel promotions or packages sold or distributed to tour customers of the third-party travel agency or promoter affording the tour customer prepaid vehicle time and mileage and/or other Company charges.

2.23 Transportation Facility Charge (TFC)

A per rental car transaction day (i.e. each 24-hour period) contract fee payable by Airport Customers, accounted for, and remitted by Company to Authority, whether collected or not, as established by Authority. Actual TFC revenues received by Authority will be used by Authority each Agreement Year to pay for items including, but not limited to, Automated People Mover (APM) expenses, operating and maintenance costs, debt service, operating and maintenance expense reserve, and future costs associated with the Rental Car Center (RCC) capital reserve fund.

2.24 TSA

The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

2.25 Upgrades

New version of Software that generally add features, new functionality, new certifications, and/or that generally increase capacity of the Software to process information. Upgrades include, but are not limited to, Releases, which may include both Error Corrections and Enhancements.

### ARTICLE 3: TERM

3.01 Effective Date

This Agreement will become binding and effective upon execution by Company and approval and execution by Authority.

3.02 Term

The Term of this Agreement will commence on October 2, 2025 ("Commencement Date") and will continue through September 30, 2026, unless terminated earlier as provided herein.

3.03 Commencement of Fees and Other Charges

The fees and other charges due hereunder will commence on the Commencement Date and will continue throughout the Term of this Agreement unless this Agreement is terminated as provided in this Article.

#### 3.04 Termination

This Agreement may be terminated by Authority, with or without cause, upon thirty (30) days' written notice to Company. This Agreement may be terminated by Company, with or without cause, if Company is not in default of any terms of this Agreement or in the payment of any rents, fees or other charges to Authority, upon thirty (30) days' written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) calendar days from the date of the notice or such date set forth in the notice of termination if greater than thirty (30) days.

### **ARTICLE 4: USES, PRIVILEGES, AND RESTRICTIONS**

#### 4.01 Authorization

Company is authorized to do business at the Airport as an Off-Airport Rental Car Operator under the trade name Colusa Rent A Car and CarWiz and to arrange for or operate Company's own Courtesy Vehicles on public roadways on Airport property by the route authorized by Authority to pick up and drop off Airport Customers, all in accordance with this Agreement and the Rules and Regulations and Operating Directives of Authority.

Approval to operate any other trade names by Company pursuant to this Section 4.01 and/or Section 4.04 below will be in writing by the Authority's Vice President of Concessions and Commercial Parking or designee without the need for formal amendment to this Agreement.

#### 4.02 Courtesy Vehicle Use

Company agrees it will provide pickup service only to its Airport Customers. Company's own Courtesy Vehicles are expressly prohibited from transporting customers and their guests for any reason other than to transport them to Company's off-airport facilities for the sole purpose of entering into a vehicle Rental Agreement with Company. Company will at all times require its Courtesy Vehicles and drivers to comply with this Agreement and Authority's Rules and Regulations and Operating Directives.

#### 4.03 Courtesy Vehicle Inspection

Every Courtesy Vehicle operating under this Agreement may at any time be subject to inspection and approval by Authority as to size, engine exhaust, radio communication, passenger access, registration, the vehicle operator's driver's license, license tag and Courtesy Vehicle permit, and other matters pertaining to the efficient, safe operation of the Courtesy Vehicle at the Airport.

#### 4.04 Courtesy Vehicle Identification

Courtesy Vehicles will not be painted or display signs intended to solicit business on the Airport. Courtesy Vehicles will display the Courtesy Vehicle permit and will be identified by the name Colusa Rent A Car and CarWiz or the logo of Colusa

Rent A Car and CarWiz, or both, and may include Company's telephone numbers, website, and address.

4.05 Disputes and Solicitation

Company will operate on the Airport in a safe and orderly fashion. Company will not allow its agents or employees to solicit business on the Airport in any way or fashion whatsoever. Company will not allow its agents or employees to engage in open or public disputes or conflicts tending to be incompatible with the best interests of the public at the Airport. Authority will have the right to resolve all such disputes or conflicts, and its determination concerning the manner in which Company will operate shall be binding upon Company.

4.06 Non-Exclusive Agreement

It is understood that this Agreement, and any right or privilege granted thereby, is non-exclusive and in no way establishes or vests in Company any priority use of the Airport relative to other commercial users of the Airport, nor does it restrict Authority from assigning exclusive or priority uses of Airport to others.

4.07 Agreement Limitations

This Agreement authorizes Company to pick up and discharge its Airport Customers at the Airport and to enjoy the benefits derived from the use of the Airport in the operation of Company's off-airport rental vehicle business. Company will not operate an office or conduct any other kind of vehicle rental operations, or any other business, on the Airport without approval of the Authority.

## ARTICLE 5: FEES AND PAYMENTS

5.01 Privilege Fee

During the Term of this Agreement, Company will pay to Authority a fee for the privilege of using the Airport and the business Company derives therefrom ("Privilege Fee"). The privilege fee will be in the amount of nine percent (9%) of Company's Gross Receipts, as that term is defined in this Article, payable monthly within ten (10) calendar days after the close of each calendar month, without offset or demand.

5.02 Transportation Facility Charge (TFC)

Company acknowledges that Authority has implemented a TFC as set forth in Section 2.24 above. The TFC may be adjusted by the Board from time to time and Company will receive written notice from Authority 30 days prior to any such adjustment.

5.03 Per-Trip Fee

Company acknowledges Authority has installed an Automatic Vehicle Identification (AVI) system which provides Authority the ability to charge Courtesy Vehicle Per-Trip Fees. Company agrees to abide by Authority's AVI procedures, as amended from time to time. During the Term of this Agreement, Company will pay to Authority, in

addition to the Privilege Fee described in Section 5.01 above, a Per-Trip Fee each time a Courtesy Vehicle picks up an Airport Customer on Airport property.

During the Term of this Agreement, Company will pay to Authority a Per-Trip Fee of \$4.50. Per-Trips Fees may be adjusted from time to time by the Authority Board.

Within fifteen (15) days from the date of invoice, Company will pay the product of the following: (i) the number of trips conducted by Courtesy Vehicles in one (1) calendar month, and (ii) the Per-Trip Fee then in effect (hereinafter referred to as "the Monthly Fee"), without offset or demand.

5.04 Fees and Other Payments a Separate Covenant

Company will not for any reason withhold or reduce its required payments of fees and other charges provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of fees and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder.

5.05 Payment Method and Statement Filing

Company will submit all payments of Privilege Fee and all other fees and charges by Automated Clearing House electronic transfers. Reports and statements required to be filed by this Agreement shall be delivered to [Receivables@TampaAirport.com](mailto:Receivables@TampaAirport.com).

5.06 Form of Payment

All payments due under this Agreement shall be paid in lawful money of the United States of America. Authority may accept payment without prejudice to its right to recover the balance of said amount due and to pursue any other remedies in this Agreement or otherwise.

5.07 Delinquent Charges or Fees

Without waiving any other right or action available to Authority, in the event of default of Company's payment of charges or fees hereunder, and in the event Company is delinquent in paying to Authority any such charges or fees for a period of seven (7) calendar days after the "Monthly Gross Receipts Statement" is due, a copy of which is attached hereto as Exhibit A and by this reference made a part hereof, Authority reserves the right to charge Company a late fee of \$250 per day until such payments are received.

5.08 Place of Payments

Company will submit all fees, charges and billings required by this Agreement as designated in the Notices and Communications Article below.

5.09 Definition of Airport Gross Receipts

A. Amounts to be Included

As used herein, the term "Gross Receipts" will mean the total amount actually charged by Company to its Airport Customers transported by a Courtesy Vehicle for or in connection with the rental of a vehicle and any additional services or accessories contracted, delivered, or rented, as shown on the Rental Agreement, regardless of where, how (cash, credit, or barter) or by whom the payment is made or where the vehicle is returned. Unless revenues from Company's off-airport vehicle rental business are expressly and particularly excluded from Gross Receipts under this Agreement, such revenues shall be included in Gross Receipts. Revenues derived from sources similar but not identical to those described herein will also be included in Gross Receipts unless expressly excluded by this Agreement. Notwithstanding the above, it is presumed that a customer utilizing a Tour Voucher is an Airport Customer transported by a Courtesy Vehicle.

1. Gross Receipts will include, but are not limited to, time and mileage charges, liability damage waiver, collision damage waiver, personal accident insurance, any other insurance product, child restraints, drop charges, additional driver fees, underage or overage driver fees, global positioning system navigation devices, guaranteed reservations, toll transponder fees, any amounts billed and paid for fueling and refueling services by the customer named on the Rental Agreement as the driver of the vehicle, and all other transactions and charges of any nature, including fees, surcharges, and all other charges arising from or incidental to Company's off-airport vehicle rental business under this Agreement unless expressly excluded by this Agreement.

B. Amounts to be Excluded and Restrictions on Exclusion

The term "Gross Receipts" will not include:

1. The amounts of any federal, state, or municipal sales taxes separately stated on the Rental Agreement, collected from Airport Customers of Company, and that are payable directly to the taxing authority by Company. The \$2.00 per day Florida surcharge is also excludable. *No exclusion will be allowed for taxes levied on Company's activities, facilities, equipment, or real or personal property, payroll taxes, income taxes, taxes on frequent flyer miles paid directly to an airline, license or tag fees, or other charges that recoup operating costs.*
2. Any sums received by Company from Airport Customers or insurance carriers for damage to automobiles or to Company property, or for loss, conversion, or abandonment of such automobiles. This exclusion does not include any payments by Airport Customers or insurance companies (actual payment amount(s)-not claim amount(s)) received by Company in lieu of rent for those vehicles.

3. Any sums received by reason of Company's disposal of capital assets or trade fixtures.
4. Any discounts separately stated on the Rental Agreement that are granted at the time the rental transaction commences and are recorded and reported in separately documented accounts from non-excludable discounts. Company forfeits exclusion of all discounts in the event otherwise allowable discounts are commingled with any non-excludable amounts. No exclusion will be allowed for any amount retained by a third party as a financing discount which may apply by reason of Company's acceptance of credit cards or other credit arrangements. *No exclusion will be allowed for the portion of retroactive rebates, dividends, or refunds to any Airport Customer upon attainment of a specified volume of rentals attributable to revenue or as part of any other marketing plan that does not list the discount on the Rental Agreement at the commencement of the rental transaction.*
5. Airport Customer satisfaction program adjustments applicable to revenues included in Gross Receipts that are subsequently refunded by Company and recorded and reported in a separately documented account from non-excludable adjustments. Company forfeits exclusion of all Airport Customer satisfaction program adjustments in the event otherwise allowable adjustments are commingled with any non-excludable amounts. Non-excludable adjustments are those that affect amounts already excludable from Gross Receipts since this would result in a duplicate deduction from Gross Receipts.

#### C. Losses

It is understood and agreed that all losses or charge-backs (including bad debt expenses) are to be borne solely by Company, and Authority is to be paid on Gross Receipts without charge or reduction for costs of losses. Loss of Use payments, as provided above in Section 5.09(B)(2), by Airport Customers or insurance companies (actual payment amount(s)) received by Company in lieu of rent for those vehicles is considered to be included as Gross Receipts.

#### D. Presentation of Fees and Charges

Except as provided in the definition of Gross Receipts, all other fees or charges collected from the Airport Customer will be considered Gross Receipts and shall not be withheld from the percentage calculation. Company understands Authority does not support the practice of transferring Company's obligation for payment of the Privilege Fee due herein to its Airport Customers. Except as already referenced herein, Company agrees that if such additional charges or fees are collected from the Airport Customer for the purpose of collecting the Privilege Fee due herein, such additional charges or fees will be disclosed to the Airport

Customer at the time of vehicle rental and will be included in the calculation of Gross Receipts.

#### E. Exempt Airport Business

Authority recognizes that a portion of Company's business may be from non-Airport Customers. For ease of accounting to the Authority, Company may account for and report this non-airport business in **one** of two ways as follows:

1. It may be assumed that ninety-five percent (95%) of the business of Company is generated by Airport Customers. Using that assumption, Company may reduce its Gross Receipts, as defined above, by five percent (5%) in the calculation of the Privilege Fee payable to the Authority. In the event of unexpected circumstances, and with Authority approval, Company may declare a larger portion of its business as having been generated by other than Airport Customers by providing Authority with auditable proof in a format previously approved in writing by Authority.

**OR**

2. An approved format of auditable proof, such as that represented in Exhibit C, will be the completion of a questionnaire provided by Company wherein Company's Airport Customers will be asked on which airline the Airport Customer arrived and which type of transportation service was utilized to reach Company's location. Customer will not be considered an Airport Customer if: a) did not arrive at the Airport within 24 hours; and/or (b) did not use Company's Courtesy Vehicle for transportation to or from the Company's off-airport facilities. Such non-Airport Customer must sign a statement on the Rental Agreement that states, "Under penalty of perjury, I hereby certify that I did not use Tampa International Airport nor did I utilize a Courtesy Vehicle during the time I rented my vehicle". Notwithstanding the above, there is a presumption that a customer utilizing a Tour Voucher is an Airport Customer who utilized a Courtesy Vehicle. Any customer of Company not meeting the requirements stated above shall be considered an Airport Customer under the terms of this Agreement.

**Company will select only one method of claiming and reporting exemptions as provided for above and such chosen method shall remain in place, without change, during the Term of this Agreement. Company will advise Authority in writing as to the selected method contemporaneously with the submission of Company's first monthly report under this Agreement.**

#### 5.10 Diversion of Gross Receipts

Company will not intentionally divert, through direct or indirect means, any of Company's vehicle rental or related business with Airport Customers to locations

of Company or affiliates of Company without including the Gross Receipts of such transactions, as described in the definition of Gross Receipts, in Company's reported Gross Receipts. Any such intentional diversion of Gross Receipts will constitute a breach of this Agreement and Authority will have the right to immediately terminate this Agreement upon determination by Authority or its auditors that an intentional diversion exists or has occurred.

5.11 Misrepresentation

Company will not modify its accounting treatment or rename or redefine services or products that, under the terms of this Agreement, would be subject to the Privilege Fee.

5.12 Monthly Reports

Within ten (10) calendar days after the close of each calendar month during the Term of this Agreement, Company will submit to Authority, in a form with detail satisfactory to Authority, as shown on attached Exhibit A, a statement of its Gross Receipts that shows the following:

- A. Details of Gross Receipts for the prior calendar month;
- B. Separately identifies any exclusions from Gross Receipts as provided herein to calculate Gross Receipts upon which the Privilege Fee payments to Authority are computed;
- C. Lists the number of rental transactions, rental transaction days and average rental price occurring during the calendar month;
- D. Lists the number of rental transaction days and calculation of the TFC occurring during the calendar month; and
- E. Is signed by an authorized official of Company.

At the Authority's discretion, Exhibit A may be required in electronic format or utilizing a portal system. In addition, each month Company will provide Authority with an electronic file that details monthly sales information by transaction number, as outlined in Exhibit B, "Monthly Detail Sales Information", attached hereto and by this reference made a part hereof. The monthly sales detail presented in Exhibit B must agree with the total amounts reported in Exhibit A.

The Parties recognize that Authority will incur additional administrative costs if Company is late in providing all of the monthly information in the monthly statements and electronic file required by this Article, and the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Company shall pay Authority, in addition to all other financial requirements of this Agreement, fifty dollars (\$50.00) per report for each calendar day Company is late in submitting all of the monthly information in the formats required by this

Article. Said charge will continue until specific performance is accomplished and will not be offset against any other amount due Authority as detailed in this Agreement.

## **ARTICLE 6: ACCOUNTING, RECORDS AND AUDIT**

### **6.01 Books and Records**

The acceptance of monthly reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Company will maintain, during the Term of this Agreement, all books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles, and for such period of time thereafter as provided herein, unless otherwise approved by Authority. Company will maintain records and controls pertaining to each Rental Agreement written at the Tampa off-Airport location. The Rental Agreement will be identified to indicate the Tampa off-Airport location as the originating location. All Rental Agreement forms used by Company in its Tampa off-Airport operation shall be sequentially numbered, in a numbering series exclusively for its Tampa off-Airport location. In the event the Company does not maintain exclusive sequential numbering for Rental Agreements commencing at the Tampa off-Airport location, the Company agrees to provide copies of Rental Agreements from other rental locations included in the nonexclusive sequence to Authority or its auditors for the purposes of testing reporting completeness. Accounting records of Company shall be stored sequentially or in such other manner as approved by Authority, to provide reasonable and expeditious access for audit purposes hereunder.

Accounting for Tour Vouchers must specifically detail charges related to a reduced rental vehicle charge and related sales tax for the period of the tour from other services or additional days rented.

### **6.02 Audit**

No later than ninety (90) days after the end of each Agreement Year during the Term, Company shall, at its sole cost and expense, provide an annual certified statement or an annual audit report by an independent Certified Public Accountant, licensed in the State of Florida and acceptable to Authority, of Company's monthly Gross Receipts, monthly fees, and TFCs as defined herein for the subject Agreement Year or part thereof. The annual certified statement or annual audit report will cover the period of October 1<sup>st</sup> through September 30<sup>th</sup>. If the Company ceases operating prior to September 30 of any Agreement Year during the Term of this Agreement, the annual certified statement or annual audit report will include the last day of operations. The annual certified statement may be prepared by the chief financial officer of the Company when payments to the Authority are less than thirty thousand dollars (\$30,000) annually. The annual audit report will be prepared by an independent certified public accountant, licensed in the State of Florida and acceptable to Authority, when payments to the Authority are more than thirty thousand dollars (\$30,000) annually. A \$100.00 per calendar day penalty

may be assessed by Authority for every day the audit report or annual certified statement is late.

If an annual certified statement is required, it should include a Schedule of Gross Receipts, Exclusions, Privilege Fees Due and Paid, Per-Trip Fees and TFCs for each month of Company's operations under this Agreement, prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to Authority.

If an annual audit report is required, there may be no limitation on the scope of the examination that would preclude the auditor from expressing an unqualified opinion as to the correctness and completeness of the reported receipts. The audit will include a Schedule of Gross Receipts, Exclusions, Privilege Fees Due and Paid, Per-Trip Fees and TFCs for each month of Company's operations under this Agreement, prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to Authority. The auditor will consider, in determining scope, the appropriateness of classification of car rental receipts for Rental Agreements being written at remote Airport or Company locations that fall within the definition of Gross Receipts. The examination will be conducted in accordance with Generally Accepted Auditing Standards. In addition, the examination will also review compliance procedures to determine whether accounting records are being maintained in accordance with this Article. The auditor will report such procedures and findings in a separate letter to Authority. Any change in scope from that described above will be included in the annual audit report.

Any additional fees are due with the annual certified statement or annual audit report. If the fees were overstated and the Authority issues a credit invoice, such credit invoice must be taken against the next invoice billed. Delivery of an annual audit report containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, will be deemed a material breach of this Agreement.

- 6.03 Authority's Right to Perform Audits, Inspections, or Attestation Engagements Notwithstanding Company's requirement to submit the annual certified statement or annual audit report as set forth herein, at any time or times during the Term of this Agreement or within five years after the end of this Agreement, the Authority, FAA, Federal Highway Administration, Florida Department of Transportation (FDOT), Federal Emergency Management Agency, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right to initiate and perform audits, inspections, or attestation engagements. Auditors have the right to review all books, records, and contracts of Company and, where applicable, all individuals or other business

entities who are Party to this Agreement, to substantiate the accuracy of reported Gross Receipts and Company's compliance with other provisions of this Agreement. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, cash register or computer terminal tapes or reports, bank deposit slips, bank statements, cancelled checks, tax reports/returns filed with State or Federal entities, discount or rebate/allowance contracts, records of refunds or voids, and joint venture or partnership contracts. Such right of examination shall include cooperation by Company personnel (including, but not limited to, cooperation in sending confirmations to Company's suppliers or others, assisting Auditors in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which Gross Receipts are deposited) as reasonably considered necessary by Auditors to complete the engagement. There may be no limitation in the scope of the engagement that would hinder Auditors in testing the accuracy and completeness of the reported Gross Receipts. All such books, records, and contracts shall be kept for a minimum period of five (5) years upon termination or expiration of this Agreement.

Engagements will be conducted at the Airport. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article. Company shall allow Auditors to photocopy any records the Auditors determine to be necessary to conduct and support the engagement. Company shall not charge Authority for reasonable use of Company's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in electronic format. Company shall provide all records and retrievals requested within seven (7) calendar days of the request. The Parties recognize that Company will be in material breach of this Agreement if Company fails to provide requested records in accordance with this Section and Company will be responsible for the cost of the audit as determined by the Authority. Auditors have the right during the engagement to interview the Company's employees, subconsultants, and subcontractors, and to retain copies of any and all records as needed to support auditor workpapers.

If as a result of any engagement it is determined that Company owes additional fees or charges to Authority, Company will pay such additional fees and charges and Authority may assess interest up to the default rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, on the amount due from the date the amount was initially due. If it is established that Company underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period under review, the entire expense of the engagement may be billed to Company. All payments will be due on the date stated in a written notice and/or invoice from Authority to Company, but no less than

fifteen (15) calendar days following issuance of such written notice and/or invoice. If it is established that Company underreported Gross Receipts or underpaid fees related to Gross Receipts by seven percent (7%) or more for the period under consideration, Authority will be entitled to terminate this Agreement for cause upon thirty (30) days' written notice, regardless of whether the deficiency is paid.

Any additional payments due shall be paid no later than Company's next payment of the monthly installment of the Privilege Fee to Authority. If as a result of any engagement it is established that Company has correctly reported or over reported Gross Receipts or has paid fees related to Gross Receipts equivalent to or greater than the sum due, Company shall be entitled to a credit against Company's next monthly installment of the Privilege Fee for the amount of the overpayment.

Approvals granted outside of the internal audit function of monthly reporting, Gross Receipts, or other compliance requirements included in this Agreement do not act as a waiver or limitation of the Auditor's right to perform engagements. The Company will notify the Authority no later than seven (7) days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Agreement and will provide Authority a copy of any audit documents or reports so received.

Company agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Company will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Agreement.

## **ARTICLE 7: DEFAULT AND TERMINATION RIGHTS**

### **7.01 Events of Default**

The following events will be deemed events of default (each an "Event of Default") by Company:

- A. The failure or omission by Company to perform its obligations or make any payment to Authority as and when due under this Agreement or the breach of any term, condition or covenant required herein.
- B. Being in arrears in the payment of the whole or any part of the fees and charges agreed upon in this Agreement for a period of ten (10) days after notice of such to Company.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, the failure to perform any of the provisions of this Agreement or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts

within thirty (30) days of receipt by Company of Authority's written notice to cease said business or acts (which 30 day notice and cure period shall also satisfy the 30-day notice requirement of the Authority's Remedies Section below).

- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. The appointment of a trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- F. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy protection or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- G. Company's violation of Florida Statute Section 287.133 concerning criminal activity on agreements with public entities.

#### 7.02 Authority's Remedies

In the event of any of the foregoing Events of Default by Company, and following thirty (30) days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following option or remedies, the exercise of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Agreement and, in accordance with applicable laws, Company will remain liable for all payments or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Declare this Agreement to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment or acquiescence. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one

or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Agreement, and no acceptance of surrender will be valid unless in writing.

7.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any Event of Default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to cancel this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement or until this Agreement is canceled by Company.

7.04 Upon thirty (30) days written notice to Authority, Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any fees or charges to Authority, and only upon or after the inability of Company to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Agreement, such termination shall automatically be deemed a termination for convenience.

7.05 Habitual Default

Notwithstanding the foregoing, in the event that the Company has defaulted three (3) times within one (1) Agreement Year in the performance of or breached any of the terms, covenants and conditions required of this Agreement, as determined solely by the Authority, and regardless of whether the Company has cured each individual condition of breach or default, the Company may be determined by the Authority to be a "habitual violator." At the time that such determination is made, the Authority will issue to the Company a written notice advising of such determination and citing the circumstances therefore. Such notice will also advise Company that there will be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever nature, taken together with all previous breaches and defaults, will be considered cumulative and collectively will constitute a condition of non-curable

default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the Authority may terminate this Agreement upon the giving of written notice of termination to the Company, such termination to be effective upon delivery of the notice to the Company.

#### ARTICLE 8: INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for reasonable attorney's fees and dispute resolution costs) caused in whole or in part by Company's:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any applicable law, regulation, rule, order, decree, ordinance, Federal Directive or Federal Circular;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly utilized by Company, whether the liability, suit, claim, lien, expense, loss, cost, royalty, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by negligence, acts or omissions of the Authority, its members, officers, agents employees, or volunteers.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents,

employees, and volunteers from all suits, claims, or actions of any nature seeking damages, equitable or injunctive relief, expenses, liens, expenses, losses, costs, royalties, fines, reasonable attorney's fees, or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from Company's:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, order, decree, Federal Directive, or Federal Circular;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant;

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Company, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claims caused by the negligence, acts or omissions, of the Authority, its members, officers, agents, employees and volunteers.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute §725.06(2)-(3) or Florida Statute §725.08, then with respect to the part so limited, Company will indemnify and hold harmless Authority and its members, officers, agents, employees, or volunteers from any and all liabilities, damages losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company in the performance of this Agreement.

- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06 (1) or any other applicable laws, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement, or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement
  
- E. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
  
- F. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
  
- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under applicable laws.
  
- H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
  
- I. If the above Sections A - H or any part of this Sections A – H is deemed to conflict in any way with any applicable laws, the Article or part of the Article will be considered modified by such law to remedy the conflict.

## **ARTICLE 9: INSURANCE**

### **9.01 Insurance Terms and Conditions**

Company must maintain the following minimum limits and coverages uninterrupted or amended through the Term of this Agreement. In the event Company becomes in default of the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability

policies, other than Workers' Compensation/Employer's Liability, will provide that Authority, members of Authority's governing body, and Authority's officers, volunteers and employees are included as additional insureds.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Agreement.

9.02 Limits and Requirements

A. Business Auto Liability

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage will be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Agreement are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
---	-------------

B. Commercial General Liability

The minimum limits of insurance covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Forms CG 00 01. Additional insurance coverage will be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

	Agreement Specific
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000

C. Workers' Compensation/Employer's Liability

The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One:	Florida Statutory
Part Two: (Employer's Liability)	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

D. Cyber Liability and Data Storage

The Company shall purchase and maintain Cyber Liability Insurance throughout the life of this Agreement and such insurance will be maintained for a period of three (3) years thereafter for work completed during the Term of this Agreement. Such insurance shall cover, at a minimum, the following:

Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information, whether caused by Company, any of its subcontractors, or cloud service providers used by Company;

Privacy Liability covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including PII and personal health information, even if not caused by a failure or breach of network security;

Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;

Media liability, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;

Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the work provided by Company to the Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;

First and Third-party Business Interruption and Dependent Business Interruption Coverage resulting from a security breach and/or system failure;

Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a

breach of Network Security or other Privacy breach involving PII and personal health information; and

No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

Each Occurrence	\$2,000,000
Annual Aggregate	\$2,000,000
Event Management Expenses	\$2,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first day of the Term of this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement Effective Date, the Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of work completed during the Term of this Agreement.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$100,000 per claim.

Technology Professional Liability/Errors and Omissions insurance coverage may be included as part of the Cyber Liability insurance coverage required above. However, if the required Cyber Liability insurance and Technology Professional Liability/Errors and Omissions insurance coverages are provided in the same policy, the minimum limits of coverage will be increased to:

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

E. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Agreement, waives all rights against the Authority, members of Authority’s governing body and the Authority’s officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

F. Incident Notification

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury, property damage, Data Breach, security breach, ransomware (data theft), or an extortion threat occurring on Authority-owned property, tenant-owned property or third-party property.

G. Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage, bodily injury, data theft, or an extortion threat related to the Company will be promptly handled, addressed and resolved by the Company.

The Company will track all customer claims, issues, and complaints and their status on a claims log available for review, as needed, by the Authority's Enterprise Risk Management Department. The claims log should include a detailed report of the incident along with the response and/or resolution. Authority's Enterprise Risk Management Department has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

9.03 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time , and is posted on the Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > At TPA > About TPA > Business and Community > Business Opportunities > Contracts > Procurement > Working with Procurement > Supplier Resources and Training – Resources - Insurance for Suppliers.

## **ARTICLE 10: SECURITY FOR PAYMENT**

A. Form of Security Deposit

To secure payment for fees, charges and other payments required hereunder, Company will post with Authority a surety bond or irrevocable letter of credit drawn in favor of the Authority (Security Deposit).

The Security Deposit will be maintained throughout the Term of this Agreement and any holdover or extension and will be in an amount equal to the sum of three (3) months of fees payable to the Authority. The Security Deposit will be issued by a bank or surety provider acceptable to Authority and authorized to do business in the State of Florida and will be in a form and content satisfactory to Authority. Each time the Security Deposit expires it shall be renewed at the amount equal to three months of fees payable to the Authority then in effect. The Company shall provide the Authority with a renewal or replacement Security Deposit no later than sixty (60) days prior to the date of expiration.

Company shall furnish the Security Deposit within ten (10) days of the Effective Date as security for the full performance of every provision of this Agreement by Company. Failure to maintain the Security Deposit as set forth herein shall be an event of default hereunder.

B. Application of Security Deposit

In the event Company fails to perform the payment terms and conditions of this Agreement, Authority, in addition to any other rights and remedies available by law or in

equity, may, at any time, apply the Security Deposit or any part thereof toward the payment of Company's obligations under this Agreement. In such an event, within five (5) days after notice, Company will restore the Security Deposit to its original amount. Authority will not be required to pay Company any interest on the Security Deposit.

C. Release of Security Deposit

The release of the Security Deposit will be subject to the satisfactory performance by Company of all terms, conditions, and covenants contained herein throughout the entire Term. Upon termination of this Agreement, the release of the Security Deposit will not occur until all fees, charges, and other payments due to Authority are satisfied and Authority has accepted the findings of Company's audit or has successfully conducted an audit in accordance with the provisions of the Authority Right to Perform Audits, Inspections, or Attestation Engagement Section of this Agreement. Authority shall release the Security Deposit without interest within 30 days of meeting the above requirements.

**ARTICLE 11: LAWS, REGULATIONS, ORDINANCES,  
AND RULES**

Company, its officers, employees, agents, subcontractors, or those under its control will at all times comply with applicable Federal, State, and local laws, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, or Authority, including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government, including, but not limited to, FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and shall reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within fifteen (15) days of written notice.

**ARTICLE 12: NON-EXCLUSIVE RIGHTS**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and Authority herein reserves the right to grant similar privileges to another concessionaire, lessee, or other tenants on other parts of the Airport.

## **ARTICLE 13: RIGHT TO DEVELOP AIRPORT**

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its subcontractors and without interference or hindrance.

## **ARTICLE 14: AMERICANS WITH DISABILITIES ACT**

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

## **ARTICLE 15: COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS**

- A. Compliance with Regulations. Company will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of this Agreement.
- B. Nondiscrimination. Company, with regard to the work performed by it during this Agreement, will not discriminate 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 the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company 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. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
  - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 2. 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);
  - 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which 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;
11. 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, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- C. Solicitation for subcontracts, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Agreement and the non-discrimination acts and authorities relative to race, color or national origin.
- D. Information and Reports. Company will provide all information and reports required by the non-discrimination acts and authorities, 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 Authority or the FAA to be pertinent to ascertain compliance with such non-discrimination acts and authorities and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, (a) withholding of payments to Company under this Agreement until Company complies, and/or (b) canceling, terminating or suspending this Agreement, in whole or in part.
- F. Incorporation of Provisions. Company will include the provisions of Paragraphs A through E in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the nondiscrimination acts and authorities, the regulations, and/or directives issued pursuant thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, that if the Company becomes involved in or is threatened with litigation with a subcontractor or supplier because of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority. In addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- G. Company assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

## **ARTICLE 16: ASSIGNMENT AND SUBCONTRACTING**

Company will not assign, subcontract sublease, or license this Agreement without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Agreement.

In no event will any approved assignment, sublease, or license diminish Authority rights to enforce any and all provisions of this Agreement.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Agreement during the remainder of the term of this Agreement. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

## **ARTICLE 17: TENANCY**

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto.

## **ARTICLE 18: WAIVER OF CLAIMS**

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida, Authority and its officers, Board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

## **ARTICLE 19: APPLICABLE LAW AND VENUE**

This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

The Company hereby waives any claim against the Authority and any indemnified parties for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

## **ARTICLE 20: COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW**

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, [ADMCENTRALRECORDS@TAMPAAIRPORT.COM](mailto:ADMCENTRALRECORDS@TAMPAAIRPORT.COM), HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA, FL 33622.**

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the services contemplated by this Agreement.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by applicable laws.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement Term and following completion of the Term of this Agreement.
- D. Upon completion of the Term of this Agreement, keep and maintain public records required by Authority to perform the services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of records, in a format that is compatible with the information technology systems of Authority.

The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed.

## **ARTICLE 21: DATA SECURITY**

- A. Company will not attempt to access, and will not allow its personnel access to, Authority Data or third-party data that is not required for the performance of the services under this Agreement by such personnel.

Company represents and warrants that Company has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Authority's access to and retrieval of Authority Data.

Company is obligated to maintain the confidentiality and security of all Authority Data in connection with the performance of its business.

Without limiting Company's other obligations under this Agreement, Company must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect all Authority Data; provided that Company must, at a minimum, encrypt all PII in-transit, in use, and at-rest.

Company must perform its business using security technologies and techniques in accordance with industry-leading practices and the Authority's security policies, procedures, and other requirements made available to Company in writing. In particular, Company must comply with applicable requirements.

Company must encrypt all Authority Confidential Information. Company must encrypt the aforementioned in motion, at rest, and in use in a manner consistent with industry best practices. Company must not deviate from this encryption requirement without advance written Authority approval.

Company must provide to Authority, without charge, the timely application of any Upgrades to Software required for the operation of its business that are available to third-parties. Software Upgrades must include, but not be limited to, new version Releases and operating system patching, as well as bug fixes.

Company understands and acknowledges that, to the extent that performance of its obligations under this Agreement involves or necessitates the processing of PII, Company will act only on instructions and directions from Authority.

If Authority is required to provide or rectify information regarding an individual's PII, Company will reasonably cooperate with Authority to the full extent necessary to comply with data protection laws. If a request by a data subject is made directly to Company, Company will notify Authority of such request as soon as reasonably practicable. Company must implement procedures to minimize the collection of PII.

**B. No Malware/Surreptitious Code**

Company represents and warrants that it has not and will not introduce or cause to be introduced Malware or any code surreptitiously that isn't required for the primary purpose of its business in any Authority Information Technology environment at any time. If Company discovers that Malware or surreptitious code has been introduced into Software, Company must, at no additional charge to Authority, (a) immediately undertake to remove such Malware, (b) notify Authority in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to

Authority Data or Software and otherwise assist the Authority in mitigating such damage and restoring any affected services, Software or equipment.

C. Data Protection Laws

Company will comply with all applicable data protection laws, including those that would apply if Company, rather than the Authority, were the owner or data controller of any Authority Data in its possession or under its control in connection with Company's operation at the Airport.

D. Security Vulnerability Management

Company shall maintain a vulnerability management program to identify and remediate security vulnerabilities within computing systems. This includes regular testing and a record of System remediation. Toolsets used to identify vulnerabilities are maintained with up-to-date vulnerability signatures. Results of vulnerability testing are utilized to craft an annual penetration test of Systems and networks perceived as high risk, high value, or demonstrating a need for further scrutiny. All newly deployed Systems or Systems that have experienced a high level of change will be scanned for vulnerabilities prior to production. Highly orchestrated environments with appropriate change control may be exempt from pre-deployment scanning.

E. Notice to Authority

Company will adhere to and abide by the security measures and procedures established by Authority and/or the TSA and any terms of service agreed to by Authority regarding data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a Data Breach or potential Data Breach of security relating to Authority Data or third-party data, Company will promptly, (a) Notify Authority of such breach or potential Data Breach no later than twenty-four (24) hours following discovery; and (b) If the applicable Authority Data or third-party data was in the possession of Company at the time of such Data Breach or potential breach, Company will investigate and cure the Data Breach or potential breach.

Such notice must summarize in reasonable detail the nature of Authority Data that may have been exposed, and, if applicable, any persons whose PII may have been affected or exposed by such Data Breach. Company must not make any public announcements relating to such Data Breach without Authority's Vice President of Communications prior written approval.

F. Data Breach Responsibilities

Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure of Authority Data, Company must promptly provide details regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar Incident. Company must fully cooperate with Authority and is solely responsible for:

1. investigating and resolving any data privacy or security issues;

2. upon request, providing Authority with an After Action Review (AAR) including root cause analysis of the Data Breach;
3. notifying any affected persons (solely at Authority's direction) and governmental regulators, as applicable;
4. recovering affected data or information, to the extent possible;
5. upon request, providing Authority with a corrective action plan acceptable to Authority; and
6. providing notice to impacted parties.

Authority has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Authority's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

**G. Incident Response Costs**

In the event of a Data Breach attributable to an act or omission of Company, as part of such remediation, Company must pay all costs and expenses of Authority's compliance with any Authority notification obligations, as well as the costs of credit monitoring services for affected individuals.

**H. Global Positioning System (GPS)**

Company will list any dependency on GPS technology or GPS technology incorporated in Company's product.

**ARTICLE 22: AGENT FOR SERVICE OF PROCESS**

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Agreement, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Agreement or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date

of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served and submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

### ARTICLE 23: INVALIDITY OF CLAUSES

The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by applicable laws.

### ARTICLE 24: NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

**TO AUTHORITY:**  
(MAIL DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
P. O. BOX 22287  
TAMPA, FLORIDA 33622  
ATTN: CHIEF EXECUTIVE OFFICER

**TO COMPANY:**  
(MAIL DELIVERY)  
COLUSA INTERNATIONAL, LLC  
3256 NW 24<sup>TH</sup> STREET ROAD  
MIAMI, FL 33142  
ATTN: ALBERTO A. LUCENTE BRICENO

*Or*

*Or*

(HAND DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
5411 SKYCENTER DRIVE  
SUITE 500  
TAMPA, FLORIDA 33607  
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)  
SAME AS ABOVE.

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

If the notice is sent through a mail system, verifiable tracking documentation, such as a certified return receipt or overnight mail tracking receipt, is required.

### ARTICLE 25: PROHIBITED ACTS

Company will not interfere or permit interference with the use, operation, or maintenance of Airport, including but not limited to, the effectiveness or accessibility of the drainage,

sewerage, water, communications, fire protection, utility, electrical or other systems installed or located from time to time at Airport. Company will not engage in any activity prohibited by Authority Rules and Regulations and Operating Directives as may be modified during the Term.

#### **ARTICLE 26: WAIVERS**

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or Agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by Authority will not impair its rights to any other right, power, option or remedy.

#### **ARTICLE 27: E-VERIFY REQUIREMENT**

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Company, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Company or subcontractor. If the Company enters into a contract with a subcontractor, the Company must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

#### **ARTICLE 28: AIRPORT SECURITY**

Company, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the FAA or TSA. If Company, its officers, authorized officials, employees, agents, subcontractors or those under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within fifteen (15) days from the date of the invoice or written notice.

## **ARTICLE 29: FAA APPROVAL**

This Agreement may be subject to approval of the FAA. If the FAA disapproves this Agreement, it will become null and void, and both Parties will bear their own expenses relative to this Agreement, up to the date of disapproval.

## **ARTICLE 30: SIGNATURES**

### **A. Signature of Parties**

It is an express condition of this Agreement that it will not be complete or effective until signed by Authority and by Company.

### **B. Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

## **ARTICLE 31: PUBLIC ENTITY CRIME**

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

## **ARTICLE 32: SCRUTINIZED COMPANIES**

Company is required to complete Exhibit D, Scrutinized Company Certification, at the time this Agreement is executed and to complete a new Exhibit D for each renewal option period, if any.

This Agreement will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

## **ARTICLE 33: ANTI-HUMAN TRAFFICKING LAWS**

Company is required to complete Exhibit E, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Agreement is executed and to complete a new Exhibit E for each renewal option period, if any.

This Agreement will be terminated in accordance with Florida Statute Section 787.06 (13) if it is found that Company submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06 (13).

## **ARTICLE 34: HEADINGS**

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

## **ARTICLE 35: RELATIONSHIP OF THE PARTIES**

The Company is and will be deemed to be an independent contractor and operator responsible for its acts or omissions, and Authority will in no way be responsible therefore.

## **ARTICLE 36: MISCELLANEOUS**

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender shall include both genders.

## **ARTICLE 37: ORGANIZATION AND AUTHORITY TO ENTER INTO AGREEMENT**

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contract with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Agreement.

## **ARTICLE 38: ORDER OF PRECEDENCE**

In the event of any conflict(s) among the Agreement documents, Company will present conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company.

## **ARTICLE 39: AUTHORITY APPROVALS**

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by the Authority, it is understood that the Authority CEO or designee is hereby empowered to act on behalf of Authority.

## **ARTICLE 40: AGREEMENT MADE IN FLORIDA**

This Agreement has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related

to this Agreement are expressly set forth herein and this Agreement can only be amended in writing and agreed to by both Parties.

#### **ARTICLE 41: SUBORDINATION OF AGREEMENT**

It is mutually understood and agreed that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

#### **ARTICLE 42: SUBORDINATION TO TRUST AGREEMENT**

- A. This Agreement and all rights of Company hereunder are expressly subordinate and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by Authority to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreement and other financing documents made by Authority authorizing the issuance of Bonds, subordinated indebtedness or other indebtedness by Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.
- B. The Authority shall notify Company in advance of any proposed amendments or supplements to the Trust Agreement and other financing documents that would alter the terms and provisions of this Agreement.
- C. With respect to Bonds, subordinated indebtedness and other indebtedness that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such Bonds, subordinated indebtedness and other indebtedness for Federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code") (collectively, "Tax-Exempt Indebtedness"), Company may not act, or fail to act (and will immediately cease and desist from any action, or failure to act), with respect to the use of the Company premises, if the act or failure to act may cause, in the sole judgment of Authority, Authority to be in noncompliance with the provisions of the Code, nor may Company take, or persist in, any action or omission which may cause the interest on the Tax Exempt Indebtedness either (i) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (ii) to the extent such obligations were issued as exempt from the alternative minimum tax (the "AMT"), to become subject to the AMT for Federal income tax purposes, and Company may not elect to take depreciation on any portion of the Company premises financed with the proceeds of such Tax-Exempt Indebtedness.

#### **ARTICLE 43: SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Agreement which are severable shall be unaffected.

#### **ARTICLE 44: RIGHT TO AMEND**

In the event that the United States Government including, but not limited to, the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency, requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

#### **ARTICLE 45: TIME IS OF THE ESSENCE**

Time is of the essence for this Agreement.

#### **ARTICLE 46: COMPLETE AGREEMENT**

This Agreement represents the complete understanding between the Parties, and any prior contracts, agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this 2<sup>nd</sup> day of October, 2025

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

ATTEST: \_\_\_\_\_

Jane Castor, Secretary

Address: PO Box 22287  
Tampa, FL 33622

BY: \_\_\_\_\_

Arthur F. Diehl, III, Chairman

Address: PO Box 22287  
Tampa, FL 33622

WITNESS: \_\_\_\_\_

Signature

Printed Name

**LEGAL FORM APPROVED:**

BY: \_\_\_\_\_

  
David Scott Knight,  
Assistant General Counsel

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025 by Arthur F. Diehl, III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary

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

\_\_\_\_\_  
Date Notary Commission Expires (if not on stamp or seal)

COLUSA INTERNATIONAL , LLC

Signed in the Presence of:

BY: Alberto Lucente

Juan Felipe Rivera

Witness

Juan Felipe Rivera

Printed Name

Miguel Gudino

Witness

Miguel Gudino

Printed Name

Signature  
AMBR

Signature

Alberto Lucente

Title

3256 NW 24th St. Road

Printed Name

Printed Address

Miami FL 33142

City/State/Zip

COLUSA INTERNATIONAL, LLC

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of  physical presence or  online

notarization, this 21<sup>st</sup> day of August, 2025, by Alberto Lucente as  
(name of person)

C.E.O for Colusa International LLC.  
(type of authority) (name of party on behalf of whom instrument was executed)



Hector Gonzalez  
Comm.: HH 589632  
Expires: Sep. 4, 2028  
Notary Public - State of Florida

Hector Gonzalez  
(Signature of Notary Public - State of \_\_\_\_\_)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known to me OR Produced Identification

DRIVER LICENSE.  
(Type of Identification Produced)

Monthly Gross Receipts Statement

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

Monthly Reporting Form For The Month Of: \_\_\_\_\_

Statement of Gross Receipts and Fees due to Hillsborough County Aviation Authority as required by Article 5.12

RECEIPTS [PER ARTICLE 5.09 (A)]:

TIME/LATE & MILEAGE	\$0.00
DROP CHARGES	\$0.00
AIRPORT ACCESSS FEE	\$0.00
BABY SEAT	\$0.00
UPGRADES	\$0.00
UNDER 25 AND ADDITIONAL DRIVER	\$0.00
PERSONAL ACCIDENT INSURANCE	\$0.00
COLLISION DAMAGE WAIVER	\$0.00
EXCESS LIABILITY	\$0.00
PERSONAL EFFECTS COVERAGE	\$0.00
OTHER INSURANCE COVERAGE	\$0.00
FUEL	\$0.00
TOLL TRANSPONDER FEES	\$0.00
LOSS OF USE INSURANCE RECEIPTS	\$0.00
SALES TAXES	\$0.00
STATE SURCHARGE	\$0.00
OTHER REVENUE (describe)	\$0.00
OTHER REVENUE (describe)	\$0.00
OTHER REVENUE (describe)	\$0.00
OTHER REVENUE (describe)	\$0.00

TOTAL RECEIPTS \$0.00

DEDUCTIONS:

Less: Exclusions [PER ARTICLE 5.09 (B)]:

Discounts	(\$0.00)
Adjustments	(\$0.00)
Sales Taxes	(\$0.00)
State Surcharge	(\$0.00)

TOTAL DEDUCTIONS (\$0.00)

**GROSS RECEIPTS BEFORE AIRPORT CUSTOMERS & EXEMPTION \$0.00**

*Portion of Gross Receipts from other than Airport Customers [per Article 5.09 (E)] Not Deducted Above*  
**Check one: ( ) 5% OR ( ) Actual-Attach Documentation \$0.00**

GROSS RECEIPTS SUBJECT TO PRIVILEGE FEE \$0.00

Privilege Fee Rate: 9% of Gross Receipts x 9%

Payment Due With This Report: \$0.00

Number of rental transactions: \_\_\_\_\_

Number of rental transaction days: \_\_\_\_\_

Average rental price: \_\_\_\_\_

Number of rental transaction days \_\_\_\_\_ X \$2.00 5.02 Transportation Facility Fee (TFC) = \$0.00 Transportation Facility Fee Due

TOTAL DUE WITH THIS REPORT:

9% = \$0.00  
 TFC = \$0.00

I hereby certify that the above amounts are true, correct, and completely in accord with the definition of Gross Receipts to the best of my knowledge, and that I am a responsible accounting officer of \_\_\_\_\_ (Company).

\_\_\_\_\_  
 Name of Company Official (Printed) Title of Company Official Phone Number  
 E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
 Signature Date



**EXHIBIT C  
NON-AIRPORT CUSTOMER AFFIRMATION FORM**

Under penalty of perjury, I hereby certify that I did not use Tampa International Airport nor did I utilize a Courtesy Vehicle during the time I rented my vehicle from \_\_\_\_\_.

1. I did not arrive at the Airport within 24 hours.

X \_\_\_\_\_

and/or

2. I did not use Company's Courtesy Vehicle for transportation to or from the Company's off-airport facilities.

X \_\_\_\_\_

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

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

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

E-mail: \_\_\_\_\_

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

Exhibit D  
Scrutinized Company Certification



Hillsborough County Aviation Authority  
PO Box 22287  
Tampa, FL 33622  
Telephone. 813-870-8700

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of \$1 million or more.

Company: Colusa International LLC		
Address: 3256 NW 24th Street Road		
City: Miami	State: Florida	Zip Code: 33142
Phone: 954-998-7441	Email: alberto@colrac.com	
Federal ID Number: 38-3983185		

I, Alberto Lucento, as a representative of Colusa International LLC certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, and has not been engaged in business operations in Cuba or Syria.

Alberto Lucento  
Signature

ATBR  
Title

Alberto Lucento  
Printed Name

08/21/2025  
Date

**Exhibit E**  
**Affidavit of Compliance with Anti-Human Trafficking Laws**

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Respondent listed below ("Respondent"), hereby attests under penalty of perjury that the Respondent:

1. Does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned is authorized to execute this Affidavit on behalf of Respondent.

Date: August 21, 2025

Entity: Odessa International LLC

Signed: Alberto Lucento

Name: Alberto Lucento

Title: AMBR