

**PEER-TO-PEER
VEHICLE SHARING OPERATING AGREEMENT
AT
SAN ANTONIO INTERNATIONAL AIRPORT**

This Peer-to-Peer Vehicle Sharing Operating Agreement (hereinafter “Agreement”) is made and entered into between **City of San Antonio**, a Municipal Corporation in the State of Texas (hereafter referred to as "City") and _____ a corporation authorized to conduct business in Texas, acting by and through its authorized representative (hereafter referred to as "Operator"). City and Operator hereafter individually referred to as “a Party” and collectively referred to as “the Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

WHEREAS, City owns, controls and operates the San Antonio International Airport ("Airport"), located in Bexar County, Texas; and

WHEREAS, Operator desires to offer Peer-to-Peer Vehicle Sharing Services at the Airport; and

WHEREAS, City has agreed to allow Operator to offer a Peer-to-Peer Vehicle Sharing Service at the Airport subject to the terms, covenants, and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable- consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms, covenants, and conditions:

ARTICLE 1: DEFINITIONS

- 1.01 Airport Customer – shall mean any person who makes a Reservation for Peer-to-Peer Vehicle Sharing Services through Operator’s website, mobile application, or other platform for pick up at Airport.
- 1.02 Attended Vehicle Exchanges – shall have the meaning provided in *Section 3.06*.
- 1.03 Designated Area(s) - shall mean the public parking facilities and designated public parking areas on Airport property.
- 1.04 Commencement Date – Shall have the meaning provided in *Section 2.01*.
- 1.05 Designated Location - shall mean the locations depicted in *Exhibit 2 Designated Location for Attended Vehicle Exchange*.
- 1.06 Director – shall mean the City’s Aviation Department Director of Airports.

- 1.07 Exchange - shall mean the delivery of a Shared Vehicle to an Airport Customer, or the return of the Shared Vehicle by the Airport Customer.
- 1.08 Extension Period(s) – shall have the meaning provided in *Section 2.02*.
- 1.09 Gross Receipts - shall have the meaning provided in *Section 4.02*.
- 1.10 Ground Transportation Agent - shall mean a person empowered by City to supervise and control ground transportation operations ("GT Operations"), to enforce or aid in the enforcement of this Agreement, or to assist the traveling public in utilizing ground transportation services. The term "Ground Transportation Agent" shall include law enforcement officers utilized by the City.
- 1.11 Permitted Use(s) - shall have the meaning provided in *Section 3.02*.
- 1.12 Peer-to-Peer Vehicle Sharing Service - shall mean the authorized use of a vehicle by an individual other than the vehicle's owner through an internet-booking platform, mobile application, or other platform that connects motor vehicle owners with drivers to enable the sharing of motor vehicles for financial consideration.
- 1.13 Privilege Fee – shall have the meaning provided in *Section 4.01*.
- 1.14 Shared Vehicle Driver - shall mean an individual who has been authorized to drive a Shared Vehicle by a Shared Vehicle Owner through a Peer-to-Peer Vehicle Sharing Service.
- 1.15 Shared Vehicle Owner - shall mean the registered owner(s) , lessee, or a person designated by a registered owner, of a vehicle made available-to Shared Vehicle Drivers through a Peer-to-Peer Vehicle Sharing Service program.
- 1.16 Shared Vehicle - shall mean a motor vehicle that is available for sharing through a Peer-to-Peer Vehicle Sharing Service.
- 1.17 Term - shall have the meaning provided in *Section 2.01*.

ARTICLE 2: TERM AND TERMINATION

- 2.01 Term. Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be for one (1) year, commencing thirty (30) days after execution ("Commencement Date") by all parties, and terminating one (1) calendar year from the Commencement Date ("Term").

- 2.02 Extension Periods. Subject to full compliance to all terms, covenants, and conditions by Operator during the initial Term of this Agreement, the parties may mutually agree to extend the term of this Agreement for two (2) additional one (1) year extension periods ("Extension Periods"), which Extension Periods shall become part of the Term and be subject to the same terms, covenants, and conditions of this Agreement, and evidenced by a written agreement executed by both parties.
- 2.03 Termination. Either party may terminate this Agreement upon giving thirty (30) days' prior written notice to the other party. City may also terminate, revoke or suspend this Agreement, at City's option, without forfeiture, waiver or release of City's rights to any sum due or to become due under the provisions of this Agreement upon default by Operator in the payment of the fees required hereunder or any other material violation by Operator of any of the other provisions of this Agreement and the failure of Operator to remedy such default or violation within ten (10) days after notice from City to Operator of such default or violation, provided, however, that no such ten (10) day notice shall be required in those instances in which a provision of this Agreement grants to City the right to terminate this Agreement immediately upon Operator's violation of or failure to comply with the terms hereof. City may suspend the right of access to Airport property by any Shared Vehicle Owner, Shared Vehicle Driver, or any Operator agent or employee if, in City's sole discretion, such Shared Vehicle Owner, Shared Vehicle Driver, or Operator agent or employee violates any applicable laws.
- 2.04 Action upon Termination. After termination of this Agreement for whatever reason, Operator shall 1) immediately cease all Peer-to-Peer Vehicle Sharing Services at the Airport, 2) from its internet-booking platform, mobile application, or other platform used to provide Peer-to-Peer Vehicle Sharing Services, remove the Airport as a "point of Interest" or as a possible location for an Exchange of a Shared Vehicle, and 3) cause all Shared Vehicle Owners to cease providing Peer-to-Peer Vehicle Sharing Service at the Airport. If Shared Vehicle Owners fails to cease providing Peer-to-Peer Vehicle Sharing Services at the Airport after termination of this Agreement, Operator's indemnifications provisions set out in *Article 14* of this Agreement and Operator's payment obligations under *Article 4* shall survive such termination and apply to all such Peer-to-Peer Vehicle Sharing Services operations.

ARTICLE 3: USES, PRIVILEGES AND RESTRICTIONS

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

- 3.02 Permitted Uses. This Agreement authorizes Operator to provide Peer-to-Peer Vehicle Sharing Service that allows Shared Vehicle Owners to deliver Shared Vehicles to Airport Customers on Airport property. During the Term of this Agreement, Operator and Shared Vehicle Owners are permitted to conduct Peer-to-Peer Vehicle Sharing Service at the Airport (subject to this Agreement and all applicable laws and regulations). Operator and Shared Vehicle Owners may use the Designated Areas only for the uses specified in this Agreement (collectively, "Permitted Use"). Operator will not conduct any activity or operations at the Airport not expressly authorized by this Agreement.
- 3.03 Non-Exclusive Agreement. Operator acknowledges and agrees that this Agreement authorizes Operator to provide a Peer-to-Peer Vehicle Sharing Service that allows Vehicle Owners to deliver Shared Vehicles to Airport Customers on Airport property. Operator further acknowledges and agrees that it has no exclusive rights to conduct the business described herein, that City has the right at all times to arrange with others for similar activities at the Airport, and that this Agreement in no way establishes or vests in Operator any priority use of the Airport relative to other commercial ground transportation users of the Airport.
- 3.04 Use of Designated Areas. Operator, Shared Vehicle Owners and Shared Vehicle Drivers shall use any of the Designated Areas on Airport property in the same manner as any other customer of the Airport. If a Shared Vehicle is parked in an unauthorized location, or an Exchange is conducted at an unauthorized location, Operator shall pay to City fifteen dollars (\$15.00) per occurrence. City will report to Operator details of any such violation, to include the date, Shared Vehicle involved and location, and Operator shall make payment to City within thirty (30) days of receipt of such report.
- 3.05 Parking Fees. Operator, Shared Vehicle Owners and Shared Vehicle Driver shall be responsible for payment of all applicable parking fees. Shared Vehicle Owner shall pull a parking ticket upon entering a Designated Area and shall leave such ticket in the Shared Vehicle. Shared Vehicle Driver shall present the ticket upon exiting the Designated Area and pay all applicable parking fees. The parking fee payment process is subject to change at Director's discretion and 30 days' notice to Operator.
- 3.06 Attended Vehicle Exchanges. Operator, Shared Vehicle Owners, and Shared Vehicle Drivers may also conduct in-person drop-offs and pick-ups of Shared Vehicles ("Attended Vehicle Exchanges") at a Designated Location (*Exhibit 2*) at the Airport, which location shall be determined from time-to-time solely by the City provided, however that (i) such Attended Vehicle Exchanges shall not exceed five (5) minutes, and (ii) Operator, Shared Vehicle Owners and Shared Vehicle Drivers entire Attended Vehicle Exchange takes place within the Designated Location.
- 3.07 Exempt License Plates. A Shared Vehicle with a license plate that exempts it from parking lot fees by law (Disabled Veteran, Purple Heart, Medal of Honor, and Prisoner of War, etc.) will not be eligible for the fee exemption when not driven by that Shared Vehicle's registered owner.

- 3.08 As-Is Condition. Operator accepts the Designated Areas and the Airport in their present condition and “as is” without representation or warranty of any kind, and subject to all applicable laws, ordinances, and City rules and regulations, policies, standard procedures, and operating directives.
- 3.09 Shared Vehicle Owner Requirements. Operator must conduct its trust and safety screenings on all of the Shared Vehicle Owners that will engage in Peer-to-Peer Vehicle Sharing Services at the Airport. If a Shared Vehicle Owner is flagged for potential fraudulent or criminal activity, then Operator’s trust and safety team will perform a criminal background search and a public records search and will lock down the Shared Vehicle Owner’s account until the Shared Vehicle Owner clears the background check.
- 3.10 Shared Vehicle Owner Activities. Operator agrees that it will at all times require Shared Vehicle Owners to comply with City rules and regulations (including but not limited to Chapter 3 – Airports of the City of San Antonio Municipal Code), policies, standard procedures, and operating directives.

Without limiting the generality of other provisions of this Agreement, the following activities are prohibited by Shared Vehicle Owners in connection with providing Peer-to-Peer Vehicle Sharing Service:

- A. Any method used to circumvent Operator’s website, mobile application, or other platform;
- B. Transporting an Airport Customer(s) in an unauthorized Shared Vehicle;
- C. Picking up or dropping-off Shared Vehicle(s) or Airport Customer(s), or their baggage, at any location other than the Designated Areas;
- D. Failing to provide information, or providing false information, to police officers, Ground Transportation Agents, or City officials;
- E. Displaying to a police officer or City official a Peer-to-Peer Shared Vehicle Services reservation in an altered or fictitious form;
- F. Soliciting Airport Customer(s) on Airport property;
- G. Recirculating on the road in front of the Airport terminals or other non-Designated Areas of the Airport;
- H. Failing to operate a Shared Vehicle in a safe manner;
- I. Failing to comply with posted speed limits and traffic control signs;
- J. Using profane or vulgar language;
- K. Attempting to solicit payment in excess of that authorized by law;
- L. Soliciting for or on behalf of any hotel, club, nightclub, or other business;
- M. Soliciting any activity prohibited by applicable laws, rules, or regulations;
- N. Operating a Shared Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- O. Disconnecting any pollution control equipment;
- P. Using or possessing any alcoholic beverage, illegal drug, or narcotic while on Airport property;

- Q. Operating a Shared Vehicle without proper registration or at any time during which Operator's or Shared Vehicle Owner's authority to operate on the Airport is suspended or revoked;
- R. Engaging in fighting or altercations on Airport premises; and
- S. Engaging in any criminal activity.

3.11 Violations. If any Shared Vehicle Owner, Shared Vehicle Driver, or any Operator agent or employee violates this Agreement, City shall take the following actions:

- A. First Offense - City shall give a written warning of violation to such Shared Vehicle Owner, Shared Vehicle Driver, or Operator agent or employee, and City shall provide a copy of such written warning to Operator. Operator shall enforce such prohibitions.
- B. Second Offense - Such Shared Vehicle Owner, Shared Vehicle Driver, or Operator agent or employee shall no longer have a right of access to Airport property through the end of the current Term and Extension Period.
- C. If an offense is so serious, in the sole opinion of the City, the City has the right to immediately suspend or permanently revoke the right of Airport access that Shared Vehicle Owner, Shared Vehicle Driver, or Operator agent or employee is granted under this Agreement.

City will notify Operator of any violation of this Agreement and will expect Operator to take any and all appropriate actions against the subject Shared Vehicle Owner, Shared Vehicle Driver, or any Operator agent or employee. Operator shall at all times be responsible for taking action against subject Shared Vehicle Owner, Shared Vehicle Driver, or any Operator agent or employee by the end of the business day following notice being provided by City. City will have the absolute right to resolve all such disputes or conflicts, and its determination concerning the manner in which Operator will operate at the Airport will be binding upon Operator.

In addition, any trespass warning issued by a law enforcement officer shall separately specify the duration of the trespass period. A Shared Vehicle Owner issued a suspension shall immediately cease operating at the Airport and shall not be allowed to conduct any Peer-to-Peer Vehicle Sharing Services at the Airport during the term of the suspension. Operator shall notify the suspended Vehicle Owner that he/she is not allowed to conduct any Peer-to-Peer Vehicle Sharing Services at the Airport and shall provide City with written notice when it has done so.

3.12 Shared Vehicle Condition and Type. Shared Vehicles shall be clean and neat in appearance, and safe for operation and must be able to operate on its own power without assistance from another vehicle. The following vehicles shall not be used as a Shared Vehicle and are strictly prohibited from being offered by Operator pursuant to Peer-to-Peer Vehicle Sharing Service at the Airport: Recreational Vehicles (RVs), travel trailer, motorhomes, cargo trailers, flatbed trailers, and any vehicle that is designated with a sleeping berth or could be used to haul cargo.

- 3.13 Vehicle Inspection. Shared Vehicles operating under this Agreement may be subject at any time to inspection by City staff, Ground Transportation Agents, or law enforcement officers as to passenger access, registration, Shared Vehicle Owner's license, license tag, insurance, and other matters pertaining to the legal, efficient and safe operation of the Shared Vehicle Owner and Shared Vehicle at the Airport.
- 3.14 Identification of Vehicle. Vehicles will not be painted or display signage that is meant to advertise or solicit business on the Airport.
- 3.15 Representative of Operator. Within ten (10) business days of execution of this Agreement, Operator will provide City with the name, address, telephone number(s), and email address for at least one (1) qualified representative authorized to represent and act for Operator in matters pertaining to its business and operation under this Agreement. Operator will notify City, in writing, if such person changes or if such person's required information changes. If the qualified representative changes, Operator will provide City with the required information for the new qualified representative.
- 3.16 Operator's Agent for Service of Process. Within ten (10) business days of execution of this Agreement, Operator will provide City with the name and address of Operator's Agent for Service of Process. Operator will notify City, in writing, if such Agent for Service of Process changes or if their information changes.
- 3.17 Changes to Airport. Operator acknowledges and agrees that: (a) City will have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways, and Designated Area; and (b) City has made no representations, warranties and/or covenants to Operator regarding the design, construction, passenger or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, Operator acknowledges and agrees that: (a) the Airport is commencing the construction of a new terminal facility which may disrupt Airport operations, (b) may from time to time undergo additional renovation, construction and other Airport modifications; and (c) City may from time to time adopt rules and regulations, policies, standard procedures, and operating directives relating to security or other operational matters that may affect Operator's business.
- 3.18 Tracking Technology. If technology is developed that would enable the City to monitor and audit compliance of Operator's operations, Operator will work with the City in good faith on implementation of such technology. The City agrees to provide Operator with a mutually agreed upon fair and reasonable amount of time to implement such alternative technology solution. Operator shall provide the City with data in a timely manner to ensure compliance with all reporting requirements found in this Agreement. Data required may include, but would not be limited to, electronic identification of all Exchanges at the Airport. Failure to provide complete and accurate data and reports on a timely basis if not cured within thirty (30) days of notice thereof from the City to Operator may be considered a material breach of the Agreement and subject to any remedies in law or equity including termination of the Agreement at the sole discretion of the Director. For each transaction type, Operator may be required to provide the transaction type, date, time, location, Shared Vehicle identification,

Shared Vehicle Owner and Airport Customer unique identifier, and/or Shared Vehicle license plate number. Operator's obligations to retain and share information about Shared Vehicle transactions under this Section shall not be greater than those imposed elsewhere in this Agreement.

- 3.19 Towing and Payment of Citations. In the event a Shared Vehicle is improperly parked on Airport property, City has the right and obligation, to cite and tow away such improperly parked Shared Vehicle so as to protect and preserve the public and maintain the orderly flow of traffic at the Airport. Operator and Shared Vehicle Owners shall promptly pay without protest any and all such penalties imposed by such citations, and in addition, promptly pay the charges of any tow services imposed by the City with respect thereto, and any fines imposed for unauthorized parking. Failure to pay such penalties and towing charges shall be grounds for termination of this Agreement.

3.20 Payment Card Industry and Data Security Compliance.

- A. Operator represents and warrants that it is its sole responsibility for ensuring that the processing platform it will use to process, transmit, or store transaction data is, and will at all times remain, compliant under the Payment Card Industry (PCI) Data Security Standards (PCI DDS) as set forth from time to time by the PCI Security Standards Council. The City will not store cardholder data in accordance with City policy.
- B. In the event of a security breach of cardholder data as outlined by the PCI Security Standards Council or other customer personal data, Operator shall promptly notify the City. Such notification shall occur no later than thirty (30) days after such security breach. Operator will comply with the PCI DSS guidelines in the event of a security breach as outlined by the PCI Security Standards Council and in compliance with applicable data protection regulations. Operator shall promptly provide, upon written request by the City, documentation deemed reasonable by the City of Operator's compliance with PCI DSS as well as make reasonably available the appropriate individuals responsible for managing Operator PCI DSS compliance and any such security breach and remediation plan.
- C. Operator, its successors, and assigns, will continue to comply with all provisions of this Agreement relating to security breaches in connection with Shared Car Sharing at the Airport after the termination of this Agreement for any such security breaches occurring during the Term of this Agreement.

ARTICLE 4: PRIVILEGE FEE

- 4.01 Privilege Fee. As compensation for the privileges granted by this Agreement, Operator agrees to pay City a Privilege Fee in an amount equal to ten percent (10%) of Operator's Gross Receipts derived from Peer-to-Peer Vehicle Sharing Services.

4.02 Gross Receipts. Gross Receipts are the total amounts charged by Operator to its Airport Customers, regardless of where, how (cash, credit, or barter) or by whom the payment is made, in connection with its Peer-to-Peer Vehicle Sharing Services whether those Airport Customers pick up their Shared Vehicle at the Airport or are picked up by the Shared Vehicle Owners or third parties and taken to a Shared Vehicle location outside the Airport. The full amount of any transaction made on installment or credit, shall be recorded in the month during which such Peer-to-Peer Vehicle Sharing Service is concluded, regardless of the time when Operator receives payment (whether full or partial) thereof.

A. Gross Receipts shall include, any income Operator and Shared Vehicle Owner receives under a Shared Vehicle agreement, including, but not limited to:

- i. any charges for insurance offered incidental to a Shared Vehicle agreement including, but not limited to, collision damage waivers, loss damage waivers, personal accident insurance, or similar charges,
- ii. fueling or re-fueling charges (EV fees, pre-paid fueling),
- iii. pre-paid mileage overages,
- iv. additional bookings (hours or days),
- v. pick up or delivery fee,
- vi. drop charges.
- vii. pre-paid cleaning,
- viii. additional driver fees,
- ix. young driver fees,
- x. pet fee,
- xi. commercial hosting,
- xii. any extras (examples: camping tent, child car safety seat, travel accessories or conveniences, global positioning system navigation equipment and/or service and satellite service, guaranteed reservations, guaranteed reservations, carbon credits, early or late return, internet reservation transactions)
- xiii. any sums received by Operator in lieu of rent for Shared Vehicles,
- xiv. amounts paid or payable to Operator in exchange for coupons, vouchers, or negotiated rates which are redeemed by Operator,
- xv. all other transactions and charges of whatever nature, including any fees, surcharges and all other charges, arising from or incidental to Operator's activities unless expressly excluded by this Agreement, whether separately stated or not.

B. Gross Receipts shall not include:

- i. any federal, state, local sales, or tourism tax mandated by a governmental entity and separately stated on the Vehicle Sharing agreement and collected from the Shared Vehicle Driver and remitted to the taxing authority.
- ii. any sum received as insurance proceeds or a judicial judgment or settlement to restore damage to automobiles or other property of Operator or Owners, or to restore a tangible loss, theft, or conversion.

- iii. amounts received as payment for and administration on behalf of Shared Vehicle Drivers and/or Shared Vehicle Owners of red-light tickets, parking tickets, tolls, tows, and impound fees, or any other fees which are separate from the Shared Vehicle agreement.
 - iv. amounts received for any cancellation fees.
 - v. amounts received by Operator from Shared Vehicle Drivers which are fully passed through to Shared Vehicle Owners such as post-trip reimbursements, etc. or any other amounts received in which Operator does not retain any portion thereof.
- 4.03 Losses. It is understood and agreed that all losses or charge-backs (including bad debt expenses) are to be borne solely by Operator, and City is to be paid on Gross Receipts without charge or reduction for costs of such losses or charge-backs.
- 4.04 Presentation of Fees and Charges. Operator understands City does not support the practice of transferring Operator's obligation for payment of the Privilege Fee due herein to its Airport Customers but City will not object to or limit any such practice. Except as already referenced herein, Operator 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 fees will be disclosed to the Airport Customer at the time the Reservation is made and will be included in the calculation of Gross Receipts.
- 4.05 Obligation of Operator Unconditional. The obligations of Operator to make the payments requires hereunder and to perform and observe the other obligations on its part contained herein shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set off, counterclaim, abatement or otherwise. Until such time as all payments required pursuant to this Agreement have been paid in full by Operator, Operator shall not suspend or discontinue any other payments required to be paid hereunder and will perform and observe all of its other obligations contained in this Agreement.

ARTICLE 5: REPORTING AND PAYMENT

- 5.01 Monthly Summary Sheet. On or before the fifteen (15) calendar days after the close of each calendar month for the Term of this Agreement, Operator will submit to City, in a form with detail satisfactory to City as shown as an example on attached *Exhibit 3*, a true and correct report signed by an authorized representative of Operator to City that details the following for the previous month:
- A. The total amounts charged by Operator to its Airport Customers, which shall be delineated by and identified as rental fees or other charges.
 - B. The total allowable exclusions from Gross Receipt delineated by and identified as taxes or other exclusion.

- C. Gross Receipts (total amount charged by Operator to its Airport Customers – total allowable exclusions from Gross Receipts)
- D. A calculation of the Privilege Fee.
- E. The number of individual Shared Vehicle Owners operating one or more Shared Vehicles on the Airport premises.
- F. The total number of Shared Vehicles operating on Airport premises within the month. Any Shared Vehicle which is rented multiple times during the month shall be counted only once.

5.02 Monthly Activity Report. With the Monthly Summary Sheet Operator will submit to City, in a form with detail satisfactory to City, an Excel report that provides the following details:

- A. The number of drop-offs and pick-ups of Shared Vehicles at the Airport premises per day.
- B. For each Exchange, identify the i) Shared Vehicle Owner (identified by a unique Shared Vehicle Owner identifier), ii) Shared Vehicle license plate, make and model, and iii) the duration of the rental.
- C. The total amount charged by Operator per Exchange.
- D. The total Gross Receipts per Exchange.
- E. Per Exchange, any amounts charged by Operator to its Airport Customer that are being excluded from Gross Receipts.

Operator shall submit the Monthly Activity Reports to City by the 15th day of the month immediately following the month for which the data is being reported. If Operator fails to provide such Monthly Activity Report to City by the 15th day of the immediately following month, Operator shall pay to City \$100.00 per month that Operator fails to provide such Monthly Activity Report to City.

5.03 Reporting Format. At City's discretion, the Monthly Summary Sheet identified in *Section 5.01 (Exhibit 3)* may be required to be submitted directly to a designated City representative in electronic format or through a portal system. In addition, each month Operator will provide City with the Monthly Activity Report in an Excel report as identified in *Section 5.02*. Any revisions to the Monthly Summary Sheet will be made by letter from Director, or designee, to Operator without the need for formal amendment to this Agreement. The monthly sales details in the Monthly Summary Sheet must agree with the total amounts reported in the Monthly Activity Report.

5.04 Annual Statement. Operator shall within 90 days of each anniversary of the Commencement Date of the Agreement and after termination of this Agreement, deliver to

the City audited financial statements (“Annual Statement”) showing in reasonable detail the amount of Gross Receipts made by Operator from Peer-to-Peer Vehicle Sharing Services provided at the Airport, the total amounts charged by Operator to Airport Customers, the total allowable exclusions, and the calculation of the Privilege Fee during the preceding year. With such Annual Statement Operator shall deliver to City a written statement, in a form reasonably satisfactory to the Director, signed by an officer of Operator certifying that:

- A. The Annual Statement has been prepared in accordance with the terms of this Agreement and GAAP,
- B. that all revenues derived from Operator’s activities hereunder which are required to be included in Gross Receipts have been so included, and
- C. that all payments of Privilege Fee have been made in accordance with the terms of this Agreement.

If Operator fails to provide such Annual Statement to City by the within 90 days of each anniversary of the Commencement Date, Operator shall pay to City \$100.00 per month that Operator fails to provide such Annual Statement to City.

- 5.05 Payments. Operator shall pay to City all Privilege Fees and other charges which it owes to City pursuant to this Agreement on a monthly basis on or before the 20th day of the month following the month in which those fees and charges accrued. All Privilege Fees and other charges shall be paid by Operator only by Automatic Clearing House (ACH) transfer, or other alternative means, if agreed to, in writing, by all Parties with copies to the Aviation Parking Division and the Aviation Fiscal Division.
- 5.06 Late Fees. Any amount due and payable hereunder that is not paid on the date it is due shall bear interest until paid at the rate of eighteen percent (18%) per annum, or if less, the maximum rate of interest allowed by law, calculated from the last day on which the sum should have been paid. Operator may not operate at the Airport unless the Operator has timely paid all applicable Privilege Fees associated with Operator at the Airport.
- 5.07 No Set-offs or Deductions. All amounts due shall be paid without abatement, deduction, offset, or prior notice or demand unless specifically provided otherwise by the terms of this Agreement.
- 5.08 Accord and Satisfaction. No payment by Operator or receipt by City of a lesser amount than the amount due hereunder shall be deemed to the other than or account of the amount due, and no endorsement or statement on any check or in any letter or other transmittal shall be deemed an accord and satisfaction, and City may accept such check or payment without prejudice to City’s right to recover the balance of any amount, or to City’s right to pursue any other remedy provided in this Operating Agreement or by law.

ARTICLE 6: BOOKS, RECORDS AND AUDIT

- 6.01 Books and Records. The acceptance of monthly reports and payments by City does not constitute agreement by City with the amounts reported and paid. Operator will maintain, during the Term of this Agreement, and for a period of four (4) years thereafter, complete and accurate original books and records of all receipts from its operations in a form consistent with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Operator will maintain electronic records and controls pertaining to each Peer-to-Peer Vehicle Sharing Service reservation created online for the Airport. In addition, Operator shall account for all revenues and receipts of any nature related to such transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of Operator and which supports the amounts reported to the City in the Operator's monthly activity reports prepared in accordance with *Article 5*. The Peer-to-Peer Vehicle Sharing Service reservations will be identified to indicate the Airport location as the originating location. The Operator will allow the City or its auditors to view electronic queries of systematic reports to validate all Airport location activity is being properly reported.
- 6.02 Audit. Upon City's reasonable prior written request, Operator shall permit the City to conduct an audit, inspection and/or examination of such books and records relating to its performance of its obligations under this Agreement, including all federal and state tax returns relating to Operator's operations hereunder and including franchisee/licensee records and audits of all business transactions and records of sale, at Operator's place of business or a mutually agreed upon third party location. Such audit will be at the sole expense of City, subject to the cost shifting that would occur if the amount of the underpayment is more than three percent (3%) as described below. Operator shall, if requested, freely lend its own reasonable assistance in making such audit, examination or inspection, and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records within thirty (30) days from the original request. Operator shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the expiration of this Agreement or the last date of operations at the Airport, whichever is later.
- 6.03 Underpayment/Overpayment of Fees. Should any examination, inspection and audit of Operator's books and records by the City disclose an underpayment by Operator of the consideration due, Operator shall promptly pay City the amount of such underpayment, together with payment of interest which shall accrue on such difference at the rate of eighteen percent (18%) per annum, or if less, the maximum rate of interest allowed by law, calculated from the date the Privilege Fees and other charges should have been paid to the date of actual payment by Operator. If an examination, inspection, or audit of Operator's books and records by the City reveals that the amount that should have been paid to City is more than three percent (3%) greater than the amount paid to the City, then the Operator shall reimburse the City for the entire cost of such examination, inspection and audit. If the audit performed reveals that the amount of Privilege Fees and other charges actually paid exceed the Privilege Fees and other charges Operator actually incurred, then Operator shall be entitled to a credit in the amount of the excess against

the Privilege Fees and other charges next due and owing from Operator to City. If this Agreement is terminated, City will refund the difference to Operator within thirty (30) days of City's completion of its audit.

If it is established that Operator underreported Gross Receipts or underpaid fees related to Gross Receipts by seven percent (7%) or more for the period under consideration, City will be entitled to immediately terminate this Agreement regardless of whether the deficiency is paid.

- 6.04 Inspection and Audit Rights Survive Expiration. The City's rights under this *Article 6* to inspect and audit the books and records of Operator shall survive the expiration or earlier termination of this Agreement for a period no longer than four (4) years.

ARTICLE 7: DEFAULT AND TERMINATION

- 7.01 Events of Default. Operator will be deemed to be in default of this Agreement upon the occurrence of any of the following:

- A. The failure or omission by Operator to perform its obligations under this Agreement or the breach of any terms, conditions, or covenants required herein.
- B. Being in arrears in the payment of the whole or any part of the fees and charges agreed upon hereunder for a period of ten (10) calendar days after notice of such default to Operator.
- C. The conduct of any business or performance of any acts by Operator at the Airport not specifically authorized in this Agreement, failure to perform any of the provisions of this Agreement or any other agreement between City and Operator, and Operator's failure to discontinue that business or those acts within ten (10) calendar days of receipt by Operator of City written notice to cease said business or acts.
- D. Operator's failure to take action against Owner(s) who conduct any business or perform any acts at the Airport not specifically authorized by this Agreement, after the City provided Operator with reasonable notice.
- E. The divestiture of Operator's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- F. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Operator's assets; or the insolvency of Operator; or if Operator 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 Operator of a voluntary petition of bankruptcy or the institution of proceedings against Operator for the adjudication of Operator as bankrupt pursuant thereto.

- 7.02 City Remedies. In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) calendar days' notice by City and Operator's failure to cure, City, at its election, may exercise the following options 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 Operator's rights under this Agreement and, in accordance with law, Operator will remain liable for all payments or other sums due under this Agreement and for all damages suffered by City because of Operator's breach of any of the covenants of this Agreement; or
 - B. Declare this Agreement to be terminated, ended, null and void.
- 7.03 No Waiver. No waiver by City 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 Operator. No delay, failure, or omission of City 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 option, right, power, remedy, or privilege of City 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 City by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by City 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 City or City agents or employees during the Term of this Agreement will be deemed an acceptance of the surrender of this Agreement, and no acceptance of surrender will be valid unless in writing.
- 7.04 Continuing Responsibilities of Operator. Notwithstanding the occurrence of any event of default, Operator will remain liable to City for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless City elects to cancel this Agreement, Operator will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement.
- 7.05 Operator's Remedies. In the event it is determined by a court of competent jurisdiction that City has wrongfully terminated this Agreement, such termination shall automatically be deemed a termination for convenience.

ARTICLE 8: DIRECTOR'S AUTHORITY

- 8.01 The Director or designee is authorized to act as City in the administration of this Agreement.

The Director shall have the sole right to determine Operator's compliance with all operational standards, including, but not limited to, the character of the services rendered to the public. Operator agrees to promptly discontinue or remedy any objectionable practice or condition within five (5) days after written notice from the Director.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.01 Limitation on City Liability. The City shall have no liability to the Operator for loss or damage suffered by the Operator on account of theft or any act of a third-party including Airport tenants.
- 9.02 Limitation on Damages. Notwithstanding anything in this Agreement to the contrary, in no event will either party be liable to the other party for any consequential, incidental or special damages, or lost revenues or lost profits.

ARTICLE 10: ASSIGNMENT

- 10.01 No Assignment. Operator shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, without City's prior written consent, which consent may be granted or denied in City's sole and absolute discretion. City's consent to one transfer shall not be deemed a consent to any subsequent transfers. Any transfer made without City's consent shall constitute a default hereunder and shall be voidable at the City Director's election. Notwithstanding the above, Operator shall retain the right to transfer this Agreement, or any right hereunder, to an affiliate of Operator.
- 10.02 Change of Control. The sale or other transfer of a controlling percentage of the capital stock or membership interests of Operator, whether by merger, stock sale or otherwise, or the sale or transfer of more than fifty percent (50%) of the value of the assets of Operator related to the operations hereunder, shall be deemed a change of control, not a transfer, and shall not be subject to the restrictions in *Section 10.01*. The phrase "controlling percentage" means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of Operator's capital stock or interests issued, outstanding and entitled to vote for the election of directors.

ARTICLE 11: COMPLIANCE WITH LAWS

At all times, Operator shall comply with and shall inform and require all Shared Vehicle Owners and Shared Vehicle Drivers of their obligation to comply with all applicable laws, ordinances, orders, directives, rules, codes, regulations and decrees of federal, state and local governmental entities and agencies, specifically including, but not limited to, City of San Antonio Municipal Code, as the same may be amended, modified or updated from time to time.

ARTICLE 12: GOVERNMENTAL PROVISIONS

- 12.01 Limitation on Damages. Notwithstanding anything in this Agreement to the contrary, in no event will either party be liable to the other party for any consequential, incidental or special damages, or lost revenues or lost profits.
- 12.02 Nondiscrimination. Operator, in its operation at and use of the Airport, covenants that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Operator shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.”

ARTICLE 13: INSURANCE

- 13.01 No later than 30 days before initiating Peer-to-Peer Vehicle Sharing Service under this Agreement, Operator must provide a completed Certificate(s) of Insurance to City’s Aviation Department. The certificate must be:
- clearly labeled with the legal name of the Agreement in the Description of Operations block;
 - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (City will not accept Memorandum of Insurance or Binders as proof of insurance); and
 - properly endorsed and have the agent’s signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer’s authorized representative. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City’s Aviation Department. No officer or employee, other than City’s Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, Operator certifies and represents that its endorsements do not materially alter or diminish the insurance coverage required pursuant to this *Article 13*.

- 13.02 The City’s Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

- 13.03 Operator shall obtain and maintain in full force and effect for the duration of this Agreement, at Operator's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the Operator claims to be self-insured, they must provide a copy of their declaration page so the City can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a) Premises/Operations b) Products/Completed Operations c) Personal/Advertising Injury d) Contractual Liability e) Independent Contractors f) Damage to property rented by you	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Umbrella Liability Coverage	\$2,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage. (per occurrence limit depends on scope of operation)

- 13.04 Operator must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Operator and provide a certificate of insurance and endorsement that names Operator and City as additional insureds. Respondent shall provide City with subcontractor certificates and endorsements before the subcontractor starts work.
- 13.05 If a loss results in litigation, then the City is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Operator must comply with such requests within 10 days by submitting the requested insurance documents to the City at the following address:

City of San Antonio
Aviation Department
9800 Airport Boulevard

- 13.06 Operator's insurance policies must contain or be endorsed to contain the following provisions:
- Name City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
 - Endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy. City's insurance is not applicable in the event of a claim.
 - Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and
 - Provide 30 days advance written notice directly to City of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 13.07 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, Operator shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Operator's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 13.08 In addition to any other remedies City may have upon Operator's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City may order Operator to stop work and/or withhold any payment(s) which become due to Operator under this Agreement until Operator demonstrates compliance with requirements.
- 13.09 Nothing contained in this Agreement shall be construed as limiting the extent to which Operator may be held responsible for payments of damages to persons or property resulting from Operator's or its subcontractors' performance of the work covered under this Agreement.
- 13.10 Operator's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

- 13.11 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.
- 13.12 Operator and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

ARTICLE 14: INDEMNIFICATION

Operator shall release, defend, indemnify, and hold harmless the City, officers, agents, officials, and employees from all third-party claims, damages, suits, costs, expense, liability, actions, penalties or proceedings of any kind or nature whatsoever, including but not limited to, loss of or damage to property, or injuries to or death of any persons, including property and worker's compensation claims (collectively "Claims"), of or by a third party, in any way resulting from, or arising out of, directly or indirectly, Operator's operations in connection with this Agreement or Operator's use or occupancy of any portion of the Airport. This includes acts and omissions of Operator, its officers, employees, Shared Vehicle Owners, Shared Vehicle Drivers, officials, representatives, suppliers, invitees, contractors, subcontractors, and agents of Operator, provided that Operator need not defend, release, indemnify, or hold harmless the City, its officers, officials, agents, and employees from damages resulting from the sole negligence or willful misconduct of the City's officers, officials, agents, representatives, suppliers, invitees, contractors, subcontractors and employees. The minimum insurance requirements prescribed herein shall not be deemed to limit or define the obligations of Operator hereunder. 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 City's sovereign immunity.

Operator'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 City, its members, officers, agents, employees, and volunteers, as described in this Article, is fully and finally barred by the applicable statute of limitations or repose.

Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability City, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

City and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Operator of any of its obligations under this Article.

If the above paragraphs or any part of the paragraphs are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 15: SECURITY DEPOSIT

- 15.01 Amount Required. Operator shall provide City a security deposit, in the form of cash, a surety bond, or a letter of credit, in an amount equal to the greater of four (4) times the average monthly total of Privilege Fees that the Operator owed the City under previous reports for the preceding year or \$5,000.00. The amount of the security deposit is subject to review and revision from time to time by the City.
- 15.02 Renewal and Replacement Bonds or Letters of Credit. Operator must provide a renewal or replacement bond or letter of credit not less than sixty (60) days prior to the expiration of the previous bond or letter of credit.
- 15.03 Term of Letter of Credit. Any letter of credit must remain in force until one hundred twenty (120) days after expiration of the Term of this Agreement. A Letter of Credit must contain a condition that it shall be deemed automatically extended without amendment for one (1) year from the expiration date herein, or any future date, unless ninety (90) days prior to any expiration date the bank on which the Letter of Credit is drawn, shall notify the City by registered mail that such bank elects not to consider the Letter of Credit renewed for any such additional period.
- 15.04 Release of Surety Bonds and Letters of Credit. The City shall release each prior surety bond or letter of credit upon its determination that all financial obligations have been satisfied and receipt of a replacement bond or letter of credit which complies with the requirements of this *Article 15*.
- 15.05 Qualification of Companies Underwriting Bonds and Letters of Credit. Any surety bond shall be for a period of at least one (1) year, shall be on a form to be provided by City and shall be written by a company licensed to do business in the State of Texas, which is acceptable to the Chief Executive Officer. Any Letter of Credit provided hereunder shall be on a form provided by the City and shall be issued by a bank, acceptable to the Chief Executive Officer., which is located within Orange County, Florida (unless the Chief Executive Officer. waives such requirement in writing).
- 15.06 Application and Restoration of Security Deposit. Any security provided by Operator may be applied by the City against any amount charged to Operator under this Agreement, including, but not limited to, Monthly Fees, interest charges, and late fees imposed under this Agreement. If the City applies any amount from the Security Deposit in its possession, Operator shall restore its Security Deposit to the full amount required within twenty (20) calendar days of such application.
- 15.07 Additional Security Deposit. If the City requires additional Security Deposit based upon an audit of previous operating reports and financial penalties imposed pursuant to this Agreement, Operator is required to remit the additional amount within twenty (20) calendar days of demand. If Operator fails to remit its restoration of the Security Deposit, or additional Security Deposit as required, Operator shall be deemed to be in default and City shall have all of the remedies available to it under the default provisions.

ARTICLE 16: SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Operator hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by City to secure bonds issued by, or other obligations of, City. The obligations of Operator hereunder may be pledged, transferred, hypothecated, or assigned at any time by City to secure such obligations. Conflicts between the terms of this Agreement and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

ARTICLE 17: INDEPENDENT CONTRACTOR

Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and contractors; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and Owners, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Contract and that the Contractor has no authority to bind the City.

ARTICLE 18: SEVERABILITY

If, for any reason, any one or more paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining paragraphs of this Agreement but shall be confined in its effect to the specific sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

ARTICLE 19. CONTRACTING PROHIBITIONS

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code § 2252.153. By entering into this Agreement, Owner confirms that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City.

If found to be false, or if Owner is identified on such list during the course of its Agreement with City, City may terminate this Agreement for material breach.

ARTICLE 20. CONFLICTS OF INTEREST DISCLOSURE

Owner must disclose if it is associated in any manner with a City officer or employee in a business venture or business dealings. Failure to do so shall constitute a violation of City's Code of Ethics. To be "associated" in a business venture or business dealings includes: a) being in a partnership or joint venture with a City officer or employee; b) having a contract with a City officer or employee; c) being joint owners of a business with a City officer or employee; d) owning at least ten percent (10%) of the stock in a corporation in which a City officer or employee also owns at least ten percent (10%); or e) having an established business relationship with a City Officer or employee as a client or customer.

ARTICLE 21. INTEREST IN CITY CONTRACTS PROHIBITED

- 21.01 No officer or employee of City shall have a financial interest, directly or indirectly, in any contract with City or shall be financially interested, directly or indirectly, in the sale to City of any land, materials, supplies or service, except on behalf of City as an officer or employee. This prohibition extends to City's Public Service Board, SAWS and other City boards and commissions, which are more than purely advisory. The prohibition also applies to Sub-Contracts on City projects.
- 21.02 Owner acknowledges it is informed the Charter of the City of San Antonio and its Code of Ethics prohibit a City officer or employee, as those terms are defined in the Code of Ethics, from having a financial interest in any contract with City or any City agency, such as City-owned utilities. Owner's officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:
- A City officer or employee;
 - A City officer or employee's parent, child or spouse;
 - A business entity in which City officer or employee, or the officer or employee's parent, child, or spouse, owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity; or
 - A business entity in which any individual or entity above listed is a sub-Owner or subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 21.03 Owner warrants and certifies, and this Agreement is made in reliance thereon, Owner, its officers, employees and agents are neither officers nor employees of City. Owner further warrants and certifies it has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Code of Ethics.

ARTICLE 22: CAPTIONS

The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

ARTICLE 23: CONTRACT CONSTRUCTION

All parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

ARTICLE 24: NON-WAIVER OF PERFORMANCE

A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the San Antonio City Council.

ARTICLE 25: FAMILIARITY WITH LAW AND CONTRACT TERMS

Owner represents that, prior to signing this Agreement; Owner has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, regulations and FAA Advisory Circulars and guidelines, and all of the terms and conditions of this Agreement and will comply therewith.

ARTICLE 26: ATTORNEY FEES

The Parties hereto expressly agree neither Party shall be responsible for payment of attorney's fees pursuant to Texas Civil Practice and Remedies Code Chapter 38, Texas Local Government Code §271.153, common law or any other provision for payment of attorney's fees. Both Parties hereto expressly waive any claim to attorney's fees, should litigation result from any dispute in this Agreement.

-----Signatures on the following page-----

Executed by City and effective on this _____ day of _____, 20____.

CITY OF SAN ANTONIO

TURO, INC.

By: _____
(for) Erik Walsh
City Manager

By: _____
Name: _____
Title: _____

Federal Tax ID#: _____

APPROVED AS TO FORM:

By: _____
(for) City Attorney

EXHIBIT 1

CIVIL RIGHTS PROVISIONS

Operator and Shared Vehicle Owner shall agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Operator and Shared Vehicle Owner, for themselves, their permitted assignees, and successors in interest agree to comply with the following Nondiscrimination Acts and Authorities, as they may be amended from time to time and to the extent to they apply to the services to be provided by Operator and/or Shared Vehicle Owner to the Airport:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. (prohibiting discrimination on the basis of race, color, national origin);
- 49 CFR part 21, Non-discrimination in Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964;
- the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 (prohibiting unfair treatment of persons displaced or whose property has been acquired because of Federal and Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination on the basis of disability), and 49 CFR part 27;
- the Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq. (prohibiting discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, 49 USC § 47123, (prohibiting discrimination based on race, creed, color, national origin, or sex);
- the Civil Rights Restoration Act of 1987, Pub. 100-209, (broadening 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, subrecipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131- 12189, as implemented by 49 CFR parts 37 and 38 (prohibiting 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);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, 70 Fed. Reg. at 74087 - 74100 (defining national origin discrimination to include discrimination because of limited English proficiency); and
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq. (prohibiting discrimination because of sex in education programs or activities).

EXHIBIT 2

**DESIGNATED LOCATION
FOR
ATTENDED VEHICLE EXCHANGE**

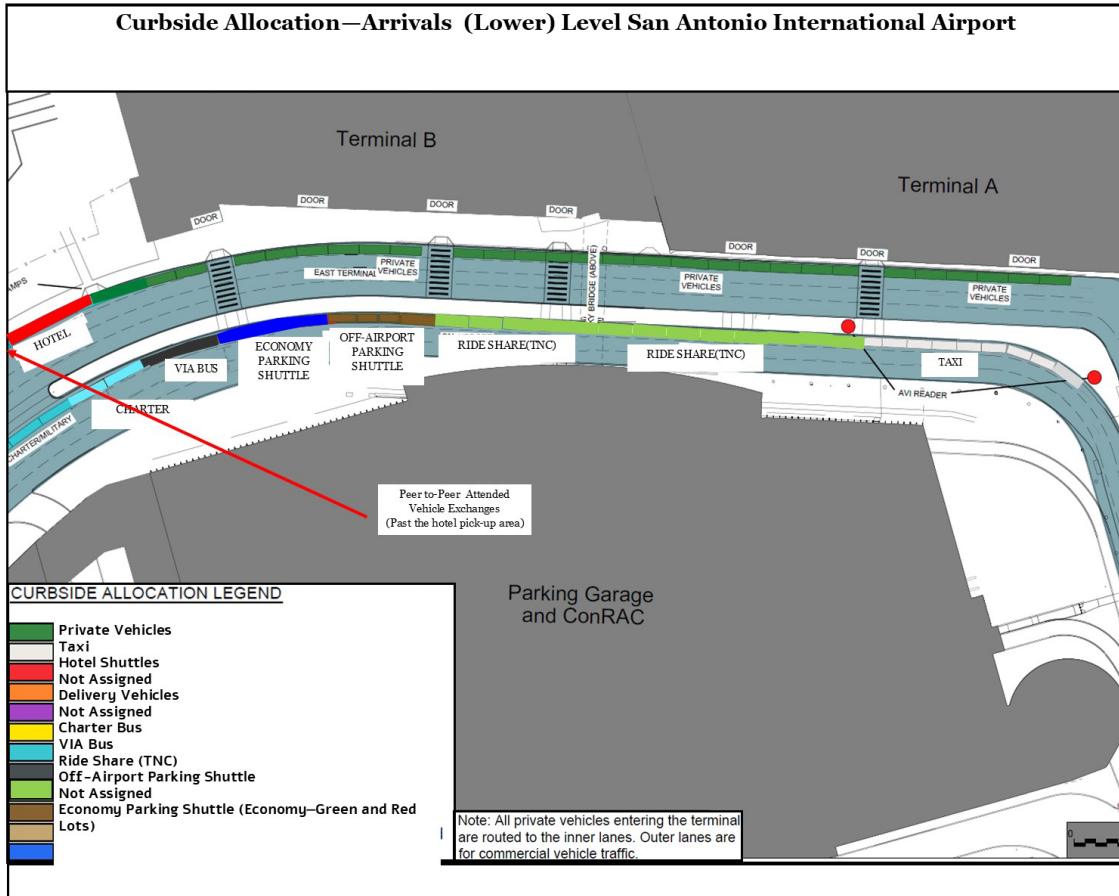


Exhibit 2

EXHIBIT 3

MONTHLY SUMMARY SHEET

San Antonio International Airport
CAR SHARING MONTHLY STATEMENT OF GROSS RECEIPTS AND FEES DUE



REPORTING MONTH/YEAR _____ SUBMITTED DATE: _____
COMPANY/DBA _____ SUBMITTED BY: _____

MONTHLY TOTALS									
FY2024	REVENUE AND DEDUCTIONS					REPORTABLE REVENUE (Gross-Deductions)	PRIVILEGE FEE (10% Reportable Revenue)	OTHER FEES (Late Fee, Under reported)	TOTAL FEES DUE
	GROSS RECEIPTS		ALLOWABLE DEDUCTIONS						
	TIME		OTHER CHARGES						
	RENTAL FEES		INSURANCE, FUEL, LEASE SPACE, MILEAGE, OTHER ADD-ONS	TAXES	OTHER				
OCTOBER						\$ -			\$ -
NOVEMBER						\$ -			\$ -
DECEMBER						\$ -			\$ -
JANUARY						\$ -			\$ -
FEBRUARY						\$ -			\$ -
MARCH						\$ -			\$ -
APRIL						\$ -			\$ -
MAY						\$ -			\$ -
JUNE						\$ -			\$ -
JULY						\$ -			\$ -
AUGUST						\$ -			\$ -
SEPTEMBER						\$ -			\$ -
TOTALS TO DATE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INDIVIDUAL OWNERS THIS MONTH					TOTAL CARS SHARED THIS MONTH				

Email the updated spreadsheet each month to Aviation-MonthlyGrossRevenueReport@sanantonio.gov and to SATParkinginfo@sanantonio.gov

OATH OF CONCESSIONAIRE: The undersigned states that the revenues, rent payments and calculations shown by this statement are correct to the best of her or his knowledge and belief, and the percentage shown plus the parking space fees are due to the City of San Antonio in accordance with the operating agreement.

Signature- Authorized Officer _____ Date _____
A Transaction detail report must be submitted with this statement in Excel format.

END OF DOCUMENT