

**AMENDMENT NO. 3
TO
SAN ANTONIO INTERNATIONAL AIRPORT
VALET PARKING CONCESSION AGREEMENT**

THIS THIRD CONCESSION AGREEMENT AMENDMENT("Amendment 3") is made in multiple originals and entered into by and between the **City of San Antonio**, a Texas Municipal Corporation, (hereinafter "City") acting by and through its City Manager, and **Jacobsen/Daniels Associates, LLC, d/b/a Fly-Away Valet**, a Michigan limited liability company (hereinafter "Concessionaire") duly authorized to do business in Texas, acting by and through its designated officers pursuant to its bylaws.

WHEREAS, the City and Concessionaire entered into a San Antonio International Airport Valet Parking Concession Agreement (the "Concession Agreement") on December 6, 2018 pursuant to City of San Antonio Ordinance 2018-12-06-0970 for the operation of a valet parking concession at San Antonio International Airport ("SAT"); and

WHEREAS, in February 2020, the City and Concessionaire agreed to the terms contained in an Amendment 1 to the Agreement, which was never executed by the Parties because of the onset of the COVID-19 pandemic, which caused cessation of most commercial activities at San Antonio International Airport; and

WHEREAS, in November 2021, the City and Concessionaire executed Amendment No. 2, which officially suspended operations and abated payment of Minimum Annual Guaranteed Rental payments beginning April 1, 2020 and resuming on January 3, 2022; and

WHEREAS, Concessionaire and City wish to update certain provisions of the Concession Agreement to reflect those provisions from the unexecuted Amendment 1, and update additional provisions concerning adjustments to the leased premises and applicable Percentage Fees:

NOW THEREFORE: In consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Concession Agreement by and between City and Concessionaire, is amended as follows:

1. **ARTICLE 5.2—SALES FACILITIES.** Concessionaire's responsibility for costs related to changes in Premises locations under Article 5.2.2, is hereby waived in regard to temporary relocation of curbside valet facilities occasioned by City's curb front modernization project. All costs associated with this temporary relocation shall be borne by City. This relocation shall commence as determined by the City and shall continue until completion of project.

2. **ARTICLE 12—INSURANCE.** The required limit of coverage for Garage-Keepers Liability Insurance listed in Article 12.3 is hereby reduced from \$2,000,000 per occurrence to \$1,000,000 per occurrence to reflect current industry standards.
3. **ARTICLE 4.5—LATE PAYMENT AND/OR LATE REPORTING FEES.** The Late Payment interest rate is established at Eighteen Percent (18%). The word “twelve” in line two of this Article 4.5 is replaced with “eighteen.”
4. **ARTICLE 3.2 – PREMISIS.** Exhibit 3a and 3b are removed and replaced by Attachment 1, attached hereto.
5. **HOLDING OVER.** It is agreed and understood that any holding over by Concessionaire, with City’s consent, after the termination of this Concession Agreement, shall not renew and extend same, but shall operate and be construed as a tenancy from month-to-month, upon all the terms and conditions set forth herein.
6. **ARTICLE 4.1.3--PERCENTAGE FEE.** The Percentage Fee table shown in Article 4.1.3 is replaced with the following, reflecting changes for years 4 and 5:

Revenue Category	Year 1	Year 2	Year 3	Year 4	Year 5
Parking	25%	30%	35%	25%	30%
Car Wash (Service)	10%	10%	10%	10%	10%
Oil Change (Service)	10%	10%	10%	10%	10%
Food Delivery (Service)	10%	10%	10%	10%	10%

Except as amended hereby, all other provisions of the Concession Agreement are hereby retained in their entirety and remain unchanged.



EXECUTED AND AGREED TO this 25 day of January, 2023.

JACOBSEN/DANIALS ASSOCIATES, LLC
d/b/a Fly-Away Valet

CITY OF SAN ANTONIO

By: _____

Signature

By: _____

Erik J. Walsh
City Manager

DARREN H. DANIELS / CEO
Printed Name/Title

Date: _____

Date: _____

January 25, 2023

APPROVED AS TO FORM:

City Attorney

ATTACHMENT 1

PREMISES



Fly Away Valet

Short Term Garage Space Overview

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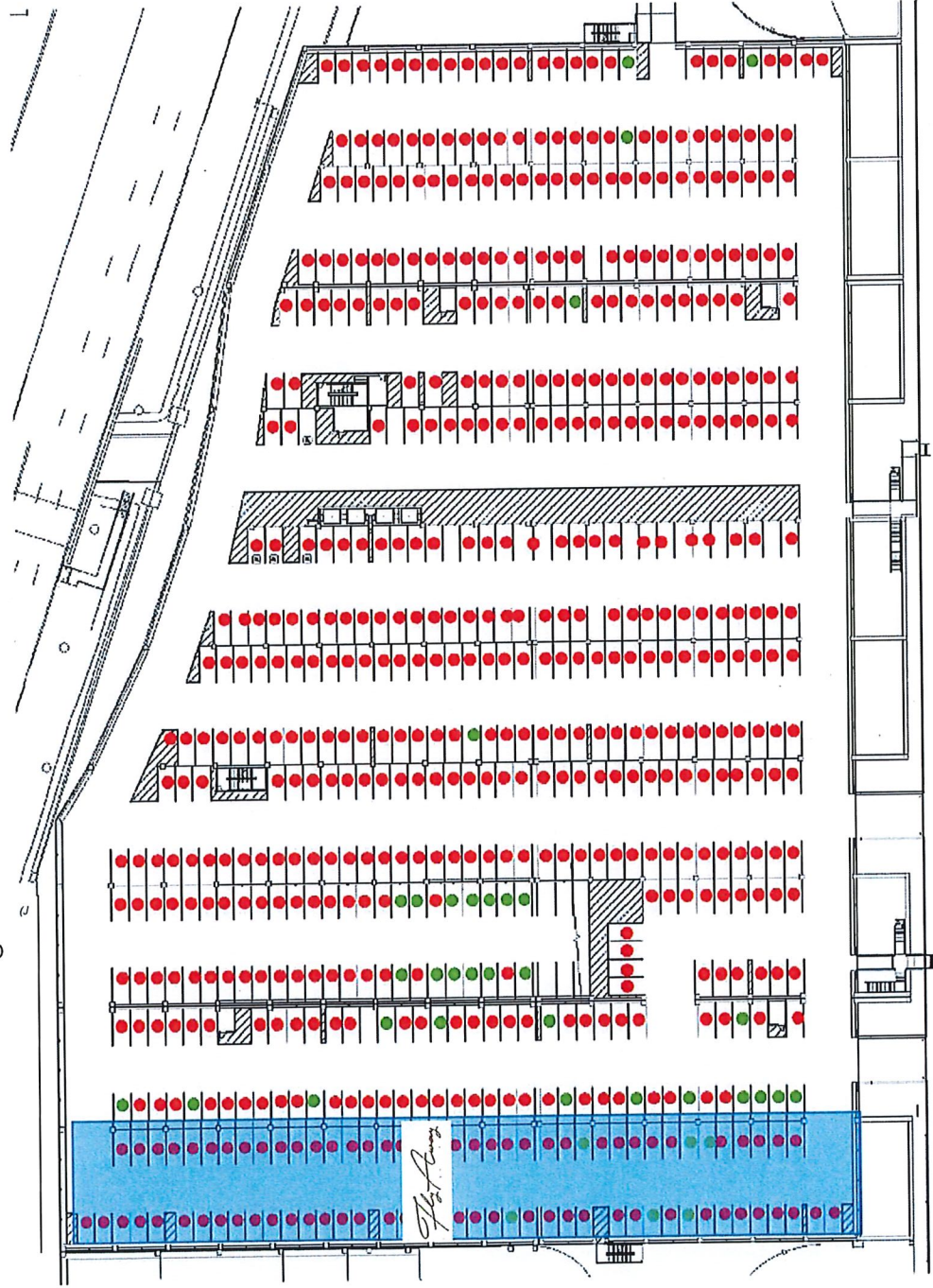


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80 Spaces

Level 1

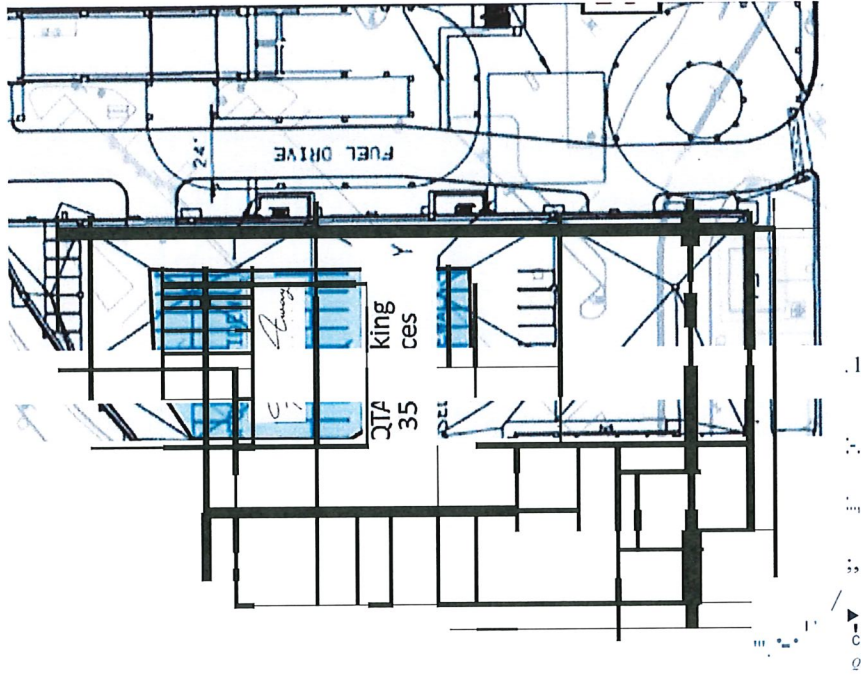
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Long Term Employee Surface Lot 30 Spaces



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