TRI-CITIES AIRPORT
PORT OF PASCO

REQUEST FOR PROPOSAL
Non-Exclusive Car Rental Concession

ADDENDUM 1

Distribution Date: October 9, 2026

Proposals Due: October 30, 2026 by 2:00 p.m. PT

TRI-CITIES
AIRPORT • PSC

Port of Pasco, Washington

Non-Exclusive Rental Car Concession at the Tri-Cities Airport

REQUEST FOR PROPOSALS

ADDENDUM 1 - Questions and Answers for above RFP

In the answers to these questions the Port of Pasco shall be noted as "Port".
Dated October 9, 2026

The Following changes are hereby made to the Request for Proposals:

RFP

1. Page 2, paragraph B. The ticket counter space is essentially divided in 4 equal spaces. We respectfully request that the airport consider grandfathering in the ticket counters to successful incumbent bidders. It is expensive to move our operations when there is seemingly no benefit from the move e.g. larger space, etc.

   Response: See Revised Article 2(B) of the Revised RFP.

2. Page 4 Paragraph 3: Rent: In the event of a counter being abandoned, will the airport allow a successful bidder to occupy the space? If so, what criteria will the airport use to determine who that occupant will be?

   Response: See Revised Article 2(B) of the Revised RFP.

3. Section 2, Premises, Page 2-3: The RFP provides for allocation based on MAG ranking. ***Question:*** If an incumbent operator is awarded a concession, would the Port allow that operator to retain its existing counter location to avoid relocation costs and operational disruption?

   Response: See Response to Question #1. Ticket counter/office/queuing space are the premises permitted to be grandfathered.

4. Please clarify the intent of the airport is to force a successful bidder that bid responsibly, based on their projections of potential earnings at the airport, to absorb space left empty as a result of only two bids? Is that the airport's intent?

   Response: See Revised Article 2(C) of the Revised RFP.

5. Section 3.B(2), Page 4 of the RFP: The proposed rental rate for ready return stalls reflects a 67% increase from the current rate. We believe this is too great of an increase and is not reflective of reasonable annual increases since the last bid in 2021. At 5% annual increase, which is significantly higher than the 20-year average annual CPI increase, the per stall rent would be less than $115/stall. During the 2021 rental car bid, the Airport increased the parking stall rent by 50%. Rent increases of 50% in 2022 and 67% in 2027 are simply not sustainable.

We have heard arguments that other users of airport parking pay a higher rate for use of each parking stall however this ignores the fact that in addition to Rent, the rental car companies also contribute over $1.6M in concession fees and over $1M in CFC collections to the Airport. These financial contributions are significant and must be taken into account when determining other financial obligations imposed upon the industry, **Question:** we respectfully request that the parking stall rent be no more than $115/stall/month. We cannot continue to absorb 50+% increases every 4-5 years.

Response: See Revised Article 3(B) of the Revised RFP.

6. Can the airport please confirm whether a company can divide its brands among multiple proposals or if each company is restricted to one proposal?

   Response: See Revised Article 4 of the Revised Request for Proposals.

7. Please confirm that the Port will allow a Proposer to submit more than one Proposal so long as no brand is duplicated or included in more than 1 proposal.

   Response: See Revised Article 4 of the Revised Request for Proposals.

8. Section 9A., Page 7 – In order to add clarity, we believe that the 2nd sentence could be improved/clarified by indicating that the obligation is to pay **"1/12th"** of the Minimum Annual Guarantee amounts…. On the first day of each month…… **Question**: will the Port please add "1/12th" to the beginning of the second sentence of this section?

   Response: See Revised Article 9(A) of the Revised Request for Proposals.

9. Section 9.A., Page 7: Respectfully, we do not believe the "double-the-MAG" requirement is warranted simply because we offer two brands rather than one. Dual branding does not result in additional space or other benefits, and the Port would continue to receive 10% of all gross revenue. As such, doubling the MAG is disproportionate to the value received. We do not agree with the assumption that including 2 brands will automatically mean that the concessionaire's revenue will be twice that of a single brand. **Question:** would the Port please consider making the minimum MAG bid amount the same for either a single branded bid or a dual branded bid (i,e. $200,000)?

   Response: The Port has changed the minimum MAGs to $150,000 for a single branded proposal and $300,000 for a dual branded proposal. There is no change to minimum MAG amounts being different for a single branded proposal versus a dual branded proposal. See Revised Article 9(A) of the Revised Request for Proposals.

10. Exhibits B1-3, D1-3 Page 20-26 of the RFP – We do not believe it is reasonable to expect that a successful bidder be *required* to lease additional parking simply because there were fewer Proposers than expected. It is impossible for a Proposer to analyze their ability to perform if they have no idea what their expenses will look like over the duration of the Term. If there are 4 proposers, the total rent for a successful proposer appears to be ~$400k per year. If, however,

there ends up being only 2 successful proposers then the annual Rent for each would rise to ~$850k per year. This dramatic swing causes us serious pause. Our industry has begun to change and there is no longer a guarantee that each of the RACs will submit a proposal. We have seen this play out at other airports across the country. The Airport is asking that an interested proposer agree to a minimum annual guarantee of at least $200k per year plus extensive Rent and operating requirements. While these obligations are not unique, the idea that the Rent obligation could increase from ~$400k/year to ~$850k/year based Soley on whether OTHER companies are or are not willing to commit to the same, is very unique and simply not reasonable. One RAC should not be penalized for the decisions made by others. **QUESTION**: will the Port please consider making it clear that Exhibits B1 and D1 will be used regardless of how many successful Proposers there are and then allow the RACs to determine if they wish to lease additional space (offer the space to each Concessionaire in descending MAG bid order). If no RAC wishes to lease the additional space, then the Port can use that space for alternative use.

Response: See Response to Question #4. No Change related to Exhibits D(1), D(2) or D(3).

11. Attachment #2 Proposal Form – We again stress the point that a dual branded concession agreement does not guarantee that the revenue will be double. Please remove the requirement for a larger MAG if the bid includes 2 brands.

    Response: See Response to Question #9 and Revised Attachment #2 of the Revised Request for Proposals.

12. Can the airport please provide us with a list of everyone that attended the pre-proposal meeting and the entities with whom they are affiliated?

    Response: The attendance list of the September 17, 2026 pre-proposal meeting is provided as Exhibit G.

13. Can the airport share with us the resolution approved by the Board which addresses how Off Site rental car providers would be permitted to do business with the Port?

    Response: See Exhibit H – Resolution 1334 authorizing implementation of a privilege fee for non-tenant rental car companies picking up customers at the Tri-Cities Airport. The resolution is subject to change.

14. Can the airport please provide us with diagrams depicting how ready/return space, service bays/fueling lanes, and overflow storage spaces are currently allocated? If not, can it please provide us with blank diagrams of the ready/return lot, QTA facilities, and storage lanes so that we can make our own?

    Response: See Exhibit I which provides copies of the exhibits from the current concession agreement and amendment.

Additional Change made to the RFP (not resulting from a question):

- Exhibit E of the RFP has been revised to reflect corrected deplanement information from March 2025 to July 2026.

Concession Agreement (Exhibit F)

15. Section 7.A.1., Page 6 – If this contract is extended beyond the initial 4-year period, the MAG for year 5 (including any additional years) should be set based on then current activity. The Port should not set the MAG today. It is typical for an airport to reset the MAG by using 85% of the prior year's Concession Fees paid rather than an arbitrary amount. This is important because we do not know what the rental car business at PSC will be in 4 years. It is possible that the car rental revenue will increase over time and by using 85%, the Port may be able to increase the MAG by more than 10% in year 5. However, if the rental car revenue is declining at PSC, then the 85% reset can adjust the MAG down to meet the then current demand. **QUESTION:** Please delete the following sentence – "Should this agreement be extended beyond the initial four-year term, the Operator's Minimum Annual Guarantee during each option period shall be 110% of the minimum annual guarantee for Year 4 listed above." And replace with language that says the MAG for Year 5 (if extended) shall be set at 85% of the Concessionaire's concession fees paid in contract year 4.

    Response: See Revised Article 7(A) of the Revised Sample Agreement.

16. If the airport is not willing to include extension options, then what is the reason for the language in Section 7(A)(1) that says the MAG "during each option period shall be 110% of the Minimum Annual Guarantee for Year 4 listed above"?

    Response: The agreement included in this solicitation does not include any option periods. The minimum annual guarantee in any month-to-month holdover period will be 100% of the Minimum Annual Guarantee for Year 4. See Revised Article 7(A) of the Revised Sample Agreement.

17. Section 7.B.1.a., Page 7 – Please delete the reference to the counter Rents being tied to the rates paid by the Airlines. Rather, in its place, please indicate that the counter rent will increase annually by 2.5%. If the Port is unwilling to untether the RAC counter rent from the Airline counter rent, then at a bare minimum, we request that the Port clarify that the RAC counter rents will be equal to Signatory Airlines.

    Response: See Revised Article 7(B) of the Revised Sample Agreement.

18. Section 13.A., Page 11 – Will the Port please make the following changes?
    - Revise the rating at the end of the first sentence (4th line) to **A-VII**.
    - 3rd sentence - Replace "standard comprehensive" with "commercial"? Comp is an outdated insurance term and commercial is now the industry standard.
    - Delete from the end of the 3rd sentence ", herein; and independent contractors coverage." Our contractors are required to maintain their own insurance.

Response: See Revised Article 13(A) of the Revised Sample Agreement with changes based on the first and second bullet. No change related to the third bullet.

19. Section 13(A) of the draft agreement requires rental car providers to have at least $5 million in general liability and automotive liability insurance coverage. It has proven extremely difficult for us to get such levels of coverage on individual policies. As a result, we respectfully request that the following sentence be added to the end of this section: "The Operator may meet the coverage requirements described in this Section through a combination of primary and Umbrella Liability or Excess Liability insurance".

    Response: See Revised Article 13(A) of the Revised Sample Agreement.

20. Section 13.B., Page 12 – Insurance on an occurrence basis makes a claims-made requirements concerning retroactive dates and extended discovery/reporting periods not applicable.
    Question: Will the Port please delete the following: "If coverage is written on a claims made basis, Operator warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement, and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Agreement has expired."
    Question: In the following sentence, will the Port please change "per loss" to "per occurrence"?

    Response: See Revised Article 13(B) of the Revised Sample Agreement.

21. Section 13.C., Page 12 – Will the Port place make the following changes?
    - Change the word "lease" to "least" (2nd line)
    - Delete "at least thirty (30) days" (4th line) – we are often still negotiating at renewal time but that does not affect coverage, which never lapses.
    - Delete 3rd sentence entirely. Our policies are blanket, confidential, and cover thousands of locations. A certificate of insurance should be satisfactory evidence.

    Response: See Revised Article 13(C) of the Revised Sample Agreement addressing the first bullet. No changes related to the second or third bullet.

22. Section 13.D., Page 12 - **Question**: Will the Port please delete Section 13(D) altogether? We respectfully disagree that the Port has the ability to unilaterally increase insurance requirements during the contract term.

    Response: See Revised Article 13 of the Revised Sample Agreement.

23. Section 15.B.1., Page 13 – As a rental car company operating in part out of a service facility and using fuel, this section would benefit from additional language.
    Question: Will the Port please preface this section with the following: "*Except for reasonable quantities customarily used and stored in the ordinary course of Operator's business,* Operator shall not engage. . ."

Response: See Revised Article 15(B)1 of the Revised Sample Agreement.

24. Section 20.B., Page 16 – Liquidated Damages – Please add language that would provide for a 'reset' of these escalating liquidated damages each Year. In other words, a violation in Year 1 and then an additional violation in Year 3 should not be counted as a 'second' violation. **QUESTION:** Will the Port agree to reset the number of violations each year?

    Response: See Revised Article 20(B) of the Revised Sample Agreement.

25. The Service Facility includes shared fueling infrastructure used by all operators. ***Question:*** Will the Port confirm that it owns, operates, maintains, and remains responsible for the fuel storage tanks, fuel distribution system, and related fueling infrastructure located at the Service Facility?

    Response: The Port owns, operates, and maintains the fuel storage tanks, fuel distribution system, and related fueling infrastructure located at the Service Facility. The Sample Agreement outlines the operator's responsibility for all Premises. See Revised Article 23 of the Revised Sample Agreement.

26. Section 28.C – The time allowed to cure a breach should be the same for both the Tenant and the Port. In section 27.C, the agreement only provides the Operator with 30 days to cure. This section 28.C, however, provides the Port with 60 days to cure. Please align these cure periods. **Question**: Will the Port change one of the sections so that the cure periods are aligned and the same?

    Response: See Revised Article 27(C) of the Revised Sample Agreement.

27. Exhibit E – There are two references to "Privilege Fee" on this report. **Question:** Because Privilege Fee is not used anywhere in the Concession Agreement, we believe the airport meant to reference "Concession Fee". Will the Airport alter the proposed Exhibit E to say Concession Fee rather than Privilege Fee?

    Response: See Revised Exhibit E on the Revised Sample Agreement.

Questions Received NOT Resulting in Changes to RFP documents:

General

28. It is important that we understand all rental car operators currently serving the Airport and the competitive framework applicable to those operators.
    Question: Does the Port have any formal written agreements with off-airport rental car operators, including traditional rental car companies, peer-to-peer (P2P) operators, or similar mobility providers? If so, please provide the applicable operating requirements including customer pick-up/drop-off arrangements/permissions/requirement, FEEs, CFC obligations,

and any other financial terms. Please include a copy of the board approved operating agreement.

Response: The Port does not currently have any formal written agreement with any off-airport rental car companies or peer-to-peer operators.

29. Can the airport please confirm whether it currently has agreements with any peer-to-peer operators and if so, which ones?

    Response: The Port does not currently have agreements with any peer-to-peer operators.

30. The RFP contemplates the award of four (4) on-airport concessions through a competitive procurement process.
    Question: To preserve the integrity of the competitive bidding process, will the Port confirm that if fewer than four (4) concessions are awarded, no additional on-airport concessionaire will be added during the term other than those selected through this RFP process?

    Response: No, the Port will not confirm the above. If the Port receives fewer than four qualified proposals or if a concession agreement is terminated prior to the end of the term of the agreement, the Port may decide to seek additional or replacement concessionaires under the same terms and conditions of this RFP.

31. The RFP contemplates clarifications through written addenda, but neither the RFP nor the draft concession agreement expressly incorporate any addenda or an official Q&A into the final Agreement.
    Question: Will the Port confirm that all terms, requirements, addenda, and official questions and answers issued in connection with this RFP will be incorporated into and made part of the final Agreement? If so, would the Port consider adding the following provision:
    "The Request for Proposals, including all issued addenda and questions and answers, are hereby incorporated into and made a part of the Concession and Lease Agreement."

    Response: No Change. Prior to execution by either party, the Sample Concession Agreement will be revised as appropriate to incorporate addenda changes to include all terms and conditions.

32. The RFP process currently provides for a single round of clarification questions.
    Question: Would the Port consider providing a second round of clarification questions following issuance of the initial responses to ensure proposers have a complete understanding of the solicitation requirements?

    Response: No.

33. ***Question:*** Can the Port clarify whether this RFP is inclusive of any FBO services? Does the concession agreement provide the successful proper the right to do business with the FBO? Is any other agreement required for an on-site RAC to provide services to the FBO(s)?

Response: Service to FBO customers is included within the scope of this rental car concession opportunity. FBO service is not limited to successful proposers. Any company wishing to provide rental cars to the FBO and its customers will be required to have an on-airport rental car agreement, a written permit, or other off-airport arrangement with the Port.

34. In the event that the Port delivers the Final Addendum after 11/9/26, will the Port agree to extend the Bid due date by the same number of days as the addendum delay?

    Response: No Change. The Final Addendum has been issued prior to 11/9/26.

35. Does the airport have projected deplanement numbers for the period covered by the term of the new agreement? If so, we request that it provide us with those numbers.

    Response: No. The most recent passenger enplanement forecast prepared for the Tri-Cities Airport was prepared by the FAA and can be located in their Terminal Area Forecast at the following website: https://taf.faa.gov (Select "Facility" and enter "PSC" in the "Find" field).

36. Can the airport please confirm the current CFC rate and if it anticipates increasing the CFC amount during the term of the new agreement?

    Response: The current CFC rate is $5.00 per transaction day per Port Resolution #1673. The Port has not determined if an increase in the CFC rate will be made during the term of the agreement.

37. During the pre-proposal meeting, the airport mentioned that its plan for improvements necessitated a four-year term with no options. Can the airport please provide us with details on what its plans are with respect to these improvements?

    Response: The Port is currently in the process of a Terminal Area Study. This Terminal Area Study will identify future airport capital needs along with the estimated timing of those needs. The results of that study may include projects that impact future rental car facilities although the timing and priority of those projects and their impacts are still unknown. The Port intends to seek input and comments from the rental car stakeholders as the Terminal Area Study progresses to a point that such rental car facilities are being discussed.

RFP

38. The RFP gives an option to view the bid opening virtually. Is there also an option to view the opening in person?

    Response: Yes. Interest parties may attend in person. The opening will be held immediately after 2:00 p.m. in the Airport Conference Room located on the second floor of the Terminal Building located at 3601 North 20th Avenue.

39. Can the airport please confirm what information will be read out loud during the proposal opening meeting?

Response: The Port will read aloud the legal name of the entity, the brand(s) proposed and each of the four-year MAGs proposed.

40. Counter Space: The airport addresses the wash facilities bays and allocation should there only be 2 successful bidders but does not address the counter space. If there are only 2 or 3 successful bidders how does the airport plan to allocate the 4th space?

    Response: The Port may utilize any premises not rented to a successful proposer at its discretion. If offered by the Port, remaining available ticket counter/office/queuing space in the Terminal Building may be rented by a successful proposer with such available premises being offered in the same numerical rank order. See Response to Question #2.

41. Can the airport please confirm how many total fuel nozzles/vacuums there are in the consolidated service facility?

    Response: There are a total of six fuel nozzles and eighteen vacuum heads (three in each bay and one in each lane of fuel island).

42. Can the airport please confirm how many ready/return stalls, wash bays, fueling nozzles, vacuum hoses, and storage lanes each incumbent rental car provider has?

    Response: The ready/return stalls, wash bays, fueling nozzles, vacuum hoses, and storage lanes currently assigned to each incumbent rental car operator are as below. See exhibits provided for in response to Question #6.

Operator (Brands)	Ready/Return Stalls	Wash Bays	Fueling Nozzles	Vacuum Heads *	Storage Lanes
Avis/Budget	120	1	1	4 (3 +1)	10
Hertz/Dollar	91	1	1	4 (3 +1)	9
National/Alamo	68	1	1	4 (3 +1)	7
Enterprise	84	1	1	4 (3 +1)	6

(*) Three heads in their individual bay and one at their assigned fuel lane.

43. Can the airport please clarify whether there will be an opportunity to reallocate space during the term of the agreement and if so, how reallocation will work?

    Response: No. No premises will be reallocated during the term of the agreement.

44. Section 3.B(1), Page 3 of the RFP: For us to make informed decisions, we need to be aware of the counter/office space rent in advance rather than being subject to TBD rents. It is simply not reasonable or fair to expect that a potential tenant would have no knowledge of, nor influence on, future Rents. Rent is a crucial component of any lease agreement and the decision by each party to proceed must be based on "known" parameters for each party's obligations. Airlines play a part in the negotiation of airline counter rents. Rental Car companies are not afforded the same benefit. Airlines have the ability to frame their negotiations in such a way

as to increase the costs associated with the counter while lower costs associated with other Rent elements or other Airport benefits afforded to them. Rental cars should not be required to match what the airlines pay when rental car companies have no influence in the decision-making process.
Question: Will the Port please provide the per square foot rate for counter/office space for 2027 and subsequent years? Will the airport include a 5% CAP on the annual increases to counter rents?

Response: The per square foot rate for counter/office space is an annual calculation done during the Port's budgeting process. The rate for 2027 will be adopted in November. The rate for subsequent years typically will be determined in November of the year prior to the effective year. The Port does not cap annual increases to the Port's rates.

45. Can the airport please confirm whether ready/return and service facility rent will change annually and if so, whether the amount of that change will be a fixed percentage.

    Response: The rents for the ready/return parking, service facility joint use space land rent, and vehicle overflow storage block land lease are fixed for the term of the agreement and will not change annually.

46. I am not sure I understand what the airport means in Section 3 when it says service facility rent will be shared "equally" by the "proportionate space" used by the successful. Can it please clarify?

    Response:
    - In the event there are three (3) successful proposers and all four service bays are selected, the monthly land rent will be divided by four and the successful proposer who elected to lease the additional bay will pay land rent for two service bay facilities.
    - In the event there are three (3) successful proposers and no successful proposer elects to utilize the additional service bay, the land rent will be shared equally by the three successful proposers.
    - In the event there are only two (2) successful proposers, the Bays and Fuel Lanes 1 and 2 will be selected together, and Bays and Fuel Lanes 3 and 4 will be selected together. Each successful proposer will pay for two service bay facilities.

47. Section 4 of the RFP states that prospective concessionaires must designate the brands under which it will operate its concession at the airport. If a concessionaire designates two brands in its proposal, is it required to operate those two brands for the entire term of the agreement or is it allowed to either only operate one of those brands at the start of the agreement's term/open it later or start the term operating two brands and let one of them go dark later in the term?

    Response: An operator who proposes two brands must operate both brands for the entire term of the agreement.

48. Page 6 Paragraph 4: Dual Branding: If a company decides to dual brand, is the $400k MAG recognizing the combined revenue of the two brands or does each brand individually need to meet the MAG requirement?

    Response: If a company decides to dual brand, the minimum annual guarantee is based on the combined revenue of the two brands. Each individual brand does not need to meet the MAG requirement.

49. Section 11, Page 7 – Please confirm that proposers that are existing operators do not have to evidence/demonstrate they meet the Minimum Qualifications in this section.

    Response: Correct. An Incumbent operator (meaning a legal entity that currently holds a Rental Car Concession and Lease Agreement at PSC) does not have to demonstrate that they meet the Minimum Qualifications in Article 11.

50. Section 14, Page 8 – As to #2, please clarify how this criterion will be evaluated for incumbent proposers since we are not required to answer #7 - #10 on the Qualification Form, and how the Airport will ensure a fair and consistent evaluation among all respondents.

    Response: If incumbent operators choose not to answer questions #7 – 10 on the Qualifications form, the Port will consider the Port's experience with the proposer during the current Concession and Lease Agreement in its evaluation.

51. Section 14, Page 8 – As to #3, please confirm whether EAN Holdings, LLC, is in default or arrears with the Port.

    Response: As of October 7, 2026, EAN Holdings, LLC has a past due balance of $6,994.74 with the Port.

52. Can the airport please reach out to each incumbent rental car provider prior to the question deadline to let them know whether they are currently in good standing, not in default, and otherwise not in arrears?

    Response: As of October 7, 2026 Avis Budget Car Rental, LLC is not in default or arrears with the Port.

53. Page 10 Paragraph 17: Breaking of a Tie Proposal: In the event of a tie, the Port receives sole discretion to break the tie. Please disclose the method the airport intends to use to "break" a tie.

    Response: The method the Port would use to "break" a tie could be different if the tie is a two-way tie or three- or four-way tie but would likely be the drawing of straws.

54. Page 11: Paragraph 21: Acceptance of Premises "As Is": In the event of a change of premises between current operators, will the airport enforce any changes made by the prior operator(s) be reversed to the original condition of the prior term?

Response: In the event of a change of premises, the current occupant of the premises will be required to surrender the premises back to the Port as required in Article 10 of their current Concession and Lease Agreement.

55. Are successful proposer able to "mix and match" space blocks in different areas? For example, can a proposer choose Block 1 of ready/return space and Block 3 of the storage space?

    Response: The selection of Ready/Return Lot Blocks and the Vehicle Overflow Storage Blocks will be independent selections. If a proposer selects Block 1 in the Ready/Return Lot, they are not required to select Block 1 in the Vehicle Overflow Storage area.

Concession Agreement

56. Section 2.3 – Please also exclude "loss of use and administrative fees"

    Response: No Change.

57. Section 2.5 – Please exclude "loss of use and administrative fees"

    Response: No Change.

58. The current agreement contains two one-year mutual extension options. Can the airport please clarify why the new agreement does not contain any extension options?

    Response: The agreement included in this solicitation does not include any option periods but does include a month-to-month holdover provision (Article 46).

59. Section 7.A., Page 6 – third paragraph. Please delete the last sentence of this paragraph. There is no business purpose for the Concessionaire to provide Gross Revenue by brand. Please delete this requirement.

    Response: No Change.

60. Section 7.C.1., Page 7 – Please delete the requirement to report CFC collections by Brand. Reporting by Concessionaire should be sufficient. We know of no business reason for the airport to need CFC collections to be broken down by brand.

    Response: No Change.

61. Section 7.E., Page 8 – Please allow an authorized financial officer of the Concessionaire to certify the annual reports. In an operation of this size, a 3rd party CPA is not needed. This simply creates additional expenses for your business partner. Many airports now allow an authorized financial officer of the Concessionaire to certify annual statements.

    Response: No Change.

62. Section 10., Page10 – Please include an EXCLUSION for the rental car itself in this paragraph. Surrender of the premises cannot include the potential that our vehicles would be considered abandoned. Language of this nature runs counter to our vehicle financing agreements. **Question:** will the Port please include language that excludes Rental Cars from this paragraph?

    Response: No Change.

63. Section 15.B.3., Page 13 – **QUESTION:** At the end of the first sentence of this section, will the Port please add
    " . . . under or from the Premises, *caused by the Operator, its agents, employees or contractors*."?

    Response: No Change.

64. Section 20.E., Page 17 – If the concessionaires are paying rent on extensive parking, why then are we not allowed to let our employees use a portion of our space to park their vehicle? Why are employees prohibited from using our assigned space? **Question:** Where are employees required to park and is there an additional cost? **Question**: please consider deleting this prohibition.

    Response: No Change. Employee parking is provided by the Port and there is currently no charge for employee parking.

65. Section 24.E., Page 20 – Ports right to enter should be limited to only "following 24 hour written notice". Please include this language in this section. Emergency entry would of course be excluded.

    Response: No Change.

66. Section 29 of the proposed agreement seems to say that MAG abatement will only occur if deplanements decline by 15% from year to year. If that is the case, it raises a significant concern. If we need to continue paying full MAG while deplanements drop by 15% for a full year, operations at PSC will become unsustainable. For this reason, we respectfully request that this section be modified to say that MAG abatement will be triggered if passenger deplanements drop by 15% for at least three consecutive months as compared to the same three months from the prior year. Similarly, we respectfully request that the trigger for ending MAG abatement be three consecutive months of deplanements declining by less than 15% from the prior year.

    Response: No Change.

67. Can the airport please clarify the reason for its addition of Sections 38(E) and (F) to the agreement and provide details on its anticipated impact on rental car providers?

Response: These are required federal contract provisions for any airport agreement which include the transfer or use of real property acquired under AIP or other grant assurances. See the following website - Procurement and Contracting Under AIP – Federal Contract Provisions | Federal Aviation Administration.

68. We believe that all operators should be afforded a level playing field.
Question: Will the Port please add a most favored nations provision stating "*In the event that any contract granted by the Port to any other rental car company shall contain any terms and conditions more favorable to such company than the terms and conditions herein described (other than the number of allocated parking spaces and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other company. The intent of this provision is to ensure that the Port shall give due diligence to ensure Operator will be able to compete on terms as equal as possible with all other rental car companies and to ensure that no other company shall enjoy any rights or privileges more favorable to such company than those enjoyed by the Operator herein.*"?

Response: No Change.

NOTICE INVITING PROPOSALS FOR RENTAL CAR CONCESSION AGREEMENTS AT THE TRI-CITIES AIRPORT

The Port of Pasco (herein called the "Port") hereby invites interested parties to submit proposals for the award of non-exclusive rental car concession agreements to permit the operation of up to four (4) rental car concessions at the Tri-Cities Airport pursuant to the terms and conditions herein set forth in these proposal and contract documents.

Commencing Monday, August 31, 2026, proposal and contract documents may be downloaded from our website: www.portofpasco.org.

A non-mandatory Pre-Proposal Meeting will be held on Thursday, September 17, 2026, at 1:00 p.m. Pacific Time for interested parties to discuss the contract documents. The meeting will be held by video conference. Attendance by video conference will be through the Teams platform using the following link: https://teams.microsoft.com/meet/211935021455139?p=ZnHmR6pUtz2V4Lj0LR or by telephone by calling (872) 240-8003 and using Meeting ID: 562 989 241#. If you would like to receive a calendar invite via email or should you have any technical difficulties connecting into the meeting, please contact Ms. Tara White whose contact information is provided below.

Sealed proposals for the operation of rental car concessions will be received by Port of Pasco at the Tri-Cities Airport, 3601 North 20th Avenue, Pasco, Washington 99301, until 2:00 p.m. Pacific Time on Friday, October 30, 2026, at which time they will be opened in the Airport conference room of the Tri-Cities Airport and publicly read aloud. Interested parties may also attend by video conference through the Teams platform using the following link: https://teams.microsoft.com/meet/271494192378259?p=EDgu0YCqetlmBrrQMN or by telephone by calling (872) 240-8003 and using Meeting ID: 629 789 233#.

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

A Premises Selection Meeting shall be held on Friday, November 6, 2026 at 9:00 a.m. Pacific Time for successful Proposers to select their premises based on highest to lowest proposal submitted.

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

One original and one electronic copy (pdf format on flash drive) of all documents listed on the "Proposal Submission Checklist – Attachment #1" must be submitted in a sealed envelope bearing on the outside, the date advertised for the opening of the proposals and the words, "Rental Car Concession, Tri-Cities Airport". If mailed or delivered via a courier delivery company, the sealed envelope containing the required proposal documents shall be enclosed in another envelope and addressed to the Tri-Cities Airport, 3601 North 20th Avenue, Pasco Washington, 99301, attention of the Airport Director. It will be the sole responsibility of Proposers to ensure proposals are in the possession of the Port at Tri-Cities Airport by the appointed date and time.

For additional information contact: Tara White, Airport Business Manager at (509) 547-6352 or taraw@portofpasco.org.

REVISED REQUEST FOR PROPOSALS
NON- EXCLUSIVE RENTAL CAR CONCESSION

August 31, 2026

REMINDER OF CRITICAL DATES

Pre-Proposal Conference:	**September 17, 2026**	**1:00 p.m.**
Question Deadline	**September 23, 2026**	**4:00 p.m.**
Proposal Due Date:	**October 30, 2026**	**2:00 p.m.**

TABLE OF CONTENTS
NON-EXCLUSIVE RENTAL CAR CONCESSION

1. REQUEST FOR PROPOSAL (RFP) 2
2. PREMISES AVAILABLE, AND ASSIGNMENT OF, TO SUCCESSFUL PROPOSERS 2
3. CONCESSION FEE, RENTS AND FEES TO BE PAID BY PROPOSER 3
4. DUAL BRANDING 6
5. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) 6
6. CONCESSION AGREEMENTS 6
7. PRE-PROPOSAL MEETING 6
8. ADDENDA 7
9. PROPOSAL FORM 7
10. PROPOSAL GUARANTY 7
11. MINIMUM QUALIFICATIONS AND QUALIFICATION FORM 8
12. PROPOSERS AFFIDAVIT 8
13. SUBMISSION OF PROPOSALS 8
14. OPENING AND EVALUATION OF PROPOSALS 9
15. WITHDRAWAL OF PROPOSALS 9
16. REJECTION OF PROPOSALS 9
17. BREAKING OF A TIE PROPOSAL 9
18. OPEN PUBLIC RECORDS ACT 9
19. PROHIBITION AGAINST LOBBYING 9
20. RESPONSIBILITY OF PROPOSERS 10
21. ACCEPTANCE OF PREMISES “AS IS” 10
22. STATISTICAL INFORMATION 10
23. TITLE VI 10

ATTACHMENT #1 11
ATTACHMENT #2 12
ATTACHMENT #3 14
ATTACHMENT #4 17
ATTACHMENT #5 18
EXHIBIT A – Terminal Building Counter and Office Layouts 19
EXHIBIT B(1) – Ready/Return Blocks (4 Block Configuration) 20
EXHIBIT B(2) – Ready/Return Blocks (3 Block Configuration) 21
EXHIBIT B(3) – Ready/Return Blocks (2 Block Configuration) 22
EXHIBIT C – Service Bays and Fueling Lanes 23
EXHIBIT D(1) – Vehicle Overflow Storage Blocks (4 Block Configuration) 24
EXHIBIT D(2) – Vehicle Overflow Storage Blocks (3 Block Configuration) 25
EXHIBIT D(3) – Vehicle Overflow Storage Blocks (2 Block Configuration) 26
EXHIBIT E – Statistical Information – Revenue Data/Passenger Traffic 27
EXHIBIT F – Sample Concession and Lease Agreement 29

INSTRUCTIONS TO PROPOSERS

1. **REQUEST FOR PROPOSAL (RFP)**

A. Sealed proposals (one original and one electronic copy in pdf format) for the award of non-exclusive Rental Car Concession Agreements to permit the operation of up to four (4) rental car concessions at the Tri-Cities Airport are solicited by the Port of Pasco (herein referred to as "Port"). The current rental car concessions expire on December 31, 2026. The Port shall provide up to four (4) locations at the Airport to include counter and associated office space in the terminal building, ready/return parking blocks, and service facilities that shall be utilized by the successful Proposers.

B. Proposals for the Rental Car Concession and Lease Agreement will be received at the Administration Offices on the second floor of the Terminal, 3601 North 20th Ave. Pasco, Washington 99301, until 2:00 p.m., Pacific Time, on Friday, October 30, 2026, at which time all proposals will be taken to the Airport conference room where they will be publicly opened and read aloud. Interested parties may also attend by video conference through the Teams platform using the following link: https://teams.microsoft.com/meet/271494192378259?p=EDgu0YCqetlmBrrQMN or by telephone by calling (872) 240-8003 and using Meeting ID: 629 789 233#.

C. A Premises Selection Meeting shall be held on Friday, November 6, 2026 at 9:00 a.m. Pacific Time with attendance by video conference.

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

A. The Port shall allocate all types of rental car premises, as outlined in this Article, based on the total dollar amount of the four (4) year Minimum Annual Guarantees submitted by Proposer. The order of selection will be on ranking from highest to lowest dollar amount. The highest successful Proposer shall select first, the second highest successful Proposer shall select second from the locations remaining and so on until all locations have been selected.

B. The ticket counter/office/queuing areas are outlined on Exhibit A. There are four (4) counters with supporting offices and queuing. Incumbent operators will be asked if they wish to remain in their current ticket counter/office/queuing premises. If a successful incumbent wishes to remain in their current ticket counter/office/queuing space, that ticket counter/office/queuing will be assigned to them in the agreement. Remaining successful operators who have not chosen to remain in their current ticket counter/office/queuing space and any new rental car operators will chose in rank order from the remaining ticket counter/office/queuing premises.

The Port may utilize any premises not rented to a successful proposer at its discretion. If offered by the Port, remaining available counter/office space in the Terminal Building may be rented at the current rental rate by a successful proposer with such available premises being offered in the same numerical rank order.

~~B.~~C. The ready/return parking blocks are outlined on Exhibit B. There are four (4) ready/return blocks. The ready/return blocks will be allocated as reflected on Exhibit B(2) in the

event there are only three (3) successful proposers ~~or Exhibit B(3) if there are only two (2) successful proposers~~. In the event there are only two (2) successful proposers, the successful proposers will select their blocks using Exhibit B(2). All or a portion of the remaining available block may be rented by a successful proposer with such available parking being offered in the same numerical rank order. Any parking not selected by a successful proposer will be used by the Port at its discretion.

~~C.~~D. The Consolidated Service Facilities are outlined on Exhibits C and D. There are four (4) exclusive use bays and overflow storage blocks. There are also fueling island and stations, fueling queuing lanes and fuel storage; designated employee parking area; and associated facilities and landscaping for use jointly with other operators.

In the event there are only three (3) successful proposers, the four (4) service bays will be allocated to the successful proposers as follows:

Step 1: Determine the number of successful proposers.

Step 2: Determine the number of remaining service bays after each successful proposer receives one service bay.

Step 3: Ask each successful proposer in rank order (based on the total dollar amount of the four (4) year Minimum Annual Guarantees) whether they would like to request a second service bay. The Port will allocate the extra service bay as requested until the extra service bay has been allocated.

Step 4: Have each successful proposer select the location of their service bay(s) in rank order.

In the event there are only two (2) successful proposers, the Bays and Fuel Lanes 1 and 2 will be selected together, and Bays and Fuel Lanes 3 and 4 will be selected together.

The vehicle overflow storage blocks will be allocated as reflected on Exhibit D(2) in the event there are only three (3) successful proposers or Exhibit D(3) if there are only two (2) successful proposers.

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

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

A. **Concession Fee** – the greater of either:
   1) 10% of the operator's annual Gross Revenues ("Percentage Concession Fee"); or
   2) the respective annual amount proposed as the operator's Minimum Annual Guaranteed Fee ("MAG").

Each Successful Proposer's total MAG for the term of the Concession Agreement shall be

used to determine its relative order of selection of 1) Counter/Office/Queuing space in the Terminal, 2) Parking Block in the Ready/Return area, 3) Fueling and Service Bay, and 4) Vehicle Overflow Storage Block at the Consolidated Service Facility.

B. **Rent** - All Rents set forth in this Article 3, Section B, shall be paid in advance on the first (1st) of each month and are subject to Washington State Leasehold tax and other applicable taxes which shall be collected by the Port in addition to the rent listed.

1) **Counter/Office/Queuing Space Rent** – Counter/Office/Queuing space rental rate is based on the Terminal Airline Rates and Charges per square foot per year, and subject to change annually upon the adoption of the Airlines Rates and Charges by the Port. The terminal rental rate for 2026 is One Hundred Six Dollars and Forty-One Cents ($106.41) per square foot. The terminal rental rate for 2027 has yet to be established.

2) **Ready/Return Block Rent** – Compensation to the Port for use of the Ready/Return spaces allocated by block to the successful proposers shall be as follows:

	Annual Rent
Block 1	$111,780~~145,800~~
Block 2	77,280~~100,800~~
Block 3	78,660~~102,600~~
Block 4	88,320~~115,200~~

In the event the Port receives only three qualified proposals, the ready/return blocks will be assigned as reflected in Exhibit B(2) and the rent shall be as follows:

	Annual Rent
Block 1	$131,100~~171,000~~
Block 2	99,360~~129,600~~
Block 3	125,580~~163,800~~

In the event the Port receives only two qualified proposals, the ready/return blocks will be assigned as described in Article 2(C) with the rents as reflected above. The rent for any additional parking selected by the successful proposers will be prorated for the spaces utilized.

~~In the event the Port receives only two qualified proposals, the ready/return blocks will be assigned as reflected in Exhibit B(3) and the rent shall be as follows:~~

	~~Annual Rent~~
~~Block 1~~	~~$248,400~~
~~Block 2~~	~~216,000~~

One-twelfth (1/12) of the annual block rent above shall be paid the 1st calendar day of each month throughout the lease term without invoice.

Each Proposer's chosen block will remain fixed throughout the Term of the Agreement. The Ready/Return Block Rent shall not be subject to adjustment during the term of the Concession Agreement.

3) **Consolidated Service Facility – Joint Use Space Rent** – Compensation to the Port for land rent of the 150,585 square feet of joint use space at the Consolidated Service Facility shall be at the rate of Sixty-Six Cents ($0.66) per square foot per year. This monthly rent of $8,282.18 shall be shared equally by the proportionate space used by the successful proposers.

4) **Consolidated Service Facility – Vehicle Overflow Storage Block Rent -** Compensation to the Port for use of the vehicle overflow storage allocated by block to the successful proposers shall be as follows:

	Annual Rent
Block 1	$10,611
Block 2	8,253
Block 3	7,074
Block 4	11,790

In the event the Port receives only three qualified proposals, the vehicle overflow storage blocks will be assigned as reflected in Exhibit D(2) and the rent shall be as follows:

	Annual Rent
Block 1	$10,611
Block 2	15,327
Block 3	11,790

In the event the Port receives only two qualified proposals, the vehicle overflow storage blocks will be assigned as reflected in Exhibit D(3) and the rent shall be as follows:

	Annual Rent
Block 1	$18,864
Block 2	18,864

One-twelfth (1/12) of the annual block rent above shall be paid the 1st calendar day of each month throughout the lease term without invoice.

Each Proposer's chosen block will remain fixed throughout the Term of the Agreement. The Vehicle Overflow Storage Block Rent shall not be subject to adjustment during the term of the Concession Agreement.

C. **Customer Facility Charges (CFCs) –** Operators shall collect the CFCs on behalf of the Port and remit to the Port, in accordance with the Port's CFC resolutions.

D. **Additional Costs and Fees –** Operators shall pay to the Port additional fees as may be incurred by the Operator including, but not limited to, fuel use reimbursement, access media replacement, employee parking, badging, improper parking and any fines or fees for violations levied to Operator or its employees.

4. DUAL BRANDING

A Proposer shall be required to designate in its "Proposal Form – Attachment #2" the brand or brands under which it will operate its concession at the Airport. A single Proposer may operate no more than a total of two brands per concession. Any brands designated in Proposer's "Qualification Form - Attachment #3", must be 100% owned by the Proposer or the Proposer must be authorized to operate any such brand. Any successful Proposer shall be prohibited from operating at the Airport under any brand other than the brand(s) it designates on its "Qualification Form - Attachment #3." Approval of any requests for any changes from this arrangement will not be accepted. A legal entity which owns multiple brands may submit one or two proposals. A brand owned by the legal entity may only be included in one proposal.

5. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

Per the federal regulations of the U.S. Department of Transportation, 49 CFR Part 23, it is the policy of the Port that airport concession disadvantaged business enterprises (ACDBE) shall have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the Port. A successful Proposer shall agree to make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 23, as amended, participate in rental car operations at the Airport. In accordance with the Department of Transportation's Frequently Asked Questions, the ACDBE goal is currently set to zero until the Unified Certification Program (UCP) completes the reevaluation process provided in 49 CFR 23.81.

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

6. CONCESSION AGREEMENTS

The Concession Agreements shall commence January 1, 2027 and shall expire on December 31, 2030 and must be executed by the successful Proposers and returned to the Airport on or before December 4, 2026. The Concession and Lease Agreement shall be substantially in the form of the agreement in the attached Exhibit F.

7. PRE-PROPOSAL MEETING

A non-mandatory Pre-Proposal Meeting will be held on Thursday, September 17, 2026, at 1:00 p.m. Pacific Time to discuss the contract documents. Proposers are encouraged to attend the Pre-Proposal meeting but are not required to attend. The meeting will be held by video conference. Attendance by video conference will be through the Teams platform using the following link: https://teams.microsoft.com/meet/211935021455139?p=ZnHmR6pUtz2V4Lj0LR or by telephone by calling (872) 240-8003 and using Meeting ID: 562 989 241#. If you would like to receive a calendar invite via email or should you have any technical difficulties connecting into the meeting, please contact Ms. Tara White whose contact information is provided on the notice. Optional tours of the facilities may be scheduled by appointment by contacting Ms. White. Tours should be before the question deadline.

8. ADDENDA

Should there be any questions concerning the meaning or content of these documents, the Proposer shall notify the Finance & Administration Manager, in writing no later than 4:00 p.m., Pacific Time on Friday, September 23, 2026. All questions should be sent to Tri-Cities Airport, Attention: Tara White, 3601 North 20th Ave. Pasco, Washington 99301 or via email: taraw@portofpasco.org. Any corrections or changes, if required, will be provided in a written addendum. Port Staff will not be responsible for any other instructions, interpretations or explanations and should not be contacted other than in writing to Ms. White. It is anticipated that any clarification/addendum needed to address questions submitted to the Port will be posted on or about October 9, 2026 on the Airport's website at www.portofpasco.org. The Port assumes no responsibility beyond delivery posting on the Airport's website.

9. PROPOSAL FORM

A. Minimum Annual Guarantee: Proposer shall submit its proposal as a Minimum Annual Guarantee for each of the four (4) years of the Concession and Lease Agreement. 1/12th of the proposed Minimum Annual Guarantee amount~~s~~ shall be paid in advance on the first day of each month, payable in equal monthly payments during the concession term. The minimum acceptable proposal is One Hundred Fifty~~Two Hundred~~ Thousand Dollars ($150,000~~200,000~~) per year for one brand or Three~~Four~~ Hundred Thousand Dollars ($300,000~~400,000~~) per year for two brands by one company.

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

10. PROPOSAL GUARANTY

Each proposal shall be accompanied by a proposal bond, certified cashier's check, or bank draft payable to the Port, in the amount of Ten Thousand Dollars ($10,000). The bond, check or draft must be attached to the Proposal Form and will be held by the Port, without interest, as the proposal guaranty for a reasonable period of time until the successful Proposers have been selected, after which the proposal guaranties of all but the successful Proposers will be returned. The proposal guaranties of the successful Proposers will be held pending their complete execution of the Concession and Lease Agreement, along with evidence of insurance, as required by the Concession and Lease Agreement (attached hereto). If a successful Proposer should fail to execute the Concession and Lease Agreement or comply with other provisions of the contract documents

by December 4, 2026, the proposal guaranty shall be forfeited to Port as liquidated damages.

11. MINIMUM QUALIFICATIONS AND QUALIFICATION FORM

Minimum Qualifications - In order to ensure a high level of service to the traveling public, the Port will consider only proposals from organizations with experience in the rental car business. Therefore, each proposer who is not currently operating at the Airport (in their responses to Questions 7-10 on Attachment #3), must be able to demonstrate that (a) it has been engaged in the retail rental car business for at least the last three (3) years, (b) it can provide a fleet of no less than 50 rental cars at the Airport, (c) it has produced gross revenues of at least $1,000,000 in each of the past two (2) years, (d) it has a national, on-line reservation system and (e) it has a national system of one-way drop off availability or exchange anywhere within the continental United States. Proposals from proposers who fail to meet these minimum qualifications shall not be considered (Incumbent Operators do not need to demonstrate these minimum qualifications.) Franchise proposers must provide the required information on financial capabilities, franchise operations, and may include information on the operations of the franchisor. Franchisees shall include a letter from franchisor granting approval to propose at the Airport and operate throughout the term of the Agreement.

Qualification Form – All proposers must submit, as a part of the proposal, the information required on the attached "Qualification Form – Attachment #3."

12. PROPOSERS AFFIDAVIT

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

13. SUBMISSION OF PROPOSALS

Each Proposer shall submit one original and one electronic copy (pdf format on Flash Drive) of all documents required. All documents listed on the attached "Proposal Submission Checklist – Attachment #1" must be submitted in a sealed envelope bearing on the outside, the date advertised for the opening of the proposals and the words, "Rental Car Concession, Tri-Cities Airport". If mailed or delivered via a courier delivery company, the sealed envelope containing the required proposal documents shall be enclosed in another envelope and addressed to the Tri-Cities Airport, 3601 North 20th Avenue, Pasco, Washington, 99301, attention of the Airport Director.

14. OPENING AND EVALUATION OF PROPOSALS

Proposals shall be received as set forth in the Notice Inviting Proposals. Late Proposals will not be considered by the Port and will be returned unopened to the Proposer. An evaluation committee will review the merits of proposals in accordance with the evaluation criteria listed below. Failure to provide information requested in this RFP may result in disqualification of a proposal. The sole objective of the evaluation committee will be to evaluate the responsiveness of each Proposer to the requirements of the RFP.

1. The sum total of the minimum annual guarantees proposed for the four (4) year term of the Agreement.
2. Previous background and experience of Proposers.
3. Previous background or history of default or arrearage in previous or existing agreements with the Port.

15. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the time set for the opening of proposals in the Notice Inviting Proposals. No Proposer will be permitted to withdraw its proposal after the time specified in such Notice for the opening of proposals, unless the award is delayed by action of the Port for a period exceeding sixty (60) days.

16. REJECTION OF PROPOSALS

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

B. The Port reserves the right to reject the proposal of any Proposer in arrears or default upon any debt or contract to the Port or who has failed to perform faithfully on any previous contracts with the Port.

17. BREAKING OF A TIE PROPOSAL

In the event any tie proposals are received, the means of breaking the tie or ties shall be at the Port's sole discretion. The Port's ruling shall be final.

18. OPEN PUBLIC RECORDS ACT

The Airport is subject to the Washington State Public Records Act (Ch. 42.56 RCW). Proposer submittals may be public records under the Washington State Public Records Act, RCW 42.56, and may be subject to public disclosure pursuant to this Act, unless a specific exception applies which limits or prohibits disclosure.

19. PROHIBITION AGAINST LOBBYING

The Proposer shall not lobby, either on an individual or collective basis, the Port (its

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

20. RESPONSIBILITY OF PROPOSERS

It is the responsibility of each Proposer to examine all proposal and contract documents, present premises and exhibits that depict the rental car operations at the Airport, including, but not limited to, the Terminal Building, ready/return blocks, Consolidated Service Facility and other pertinent facilities. Optional tours of the facilities may be scheduled by appointment by contacting Ms. White, whose contact information is provided on the notice. Tours should be before the question deadline of September 23, 2026. Each Proposer shall judge for themselves all the circumstances and conditions affecting the Proposal. Failure of any Proposer to examine the Proposal and contract documents and to investigate the premises shall not relieve any Proposer from full compliance with the Proposal and shall not constitute grounds for declaration by any Proposer that it did not understand the proposal and contract documents or that it was not familiar with the rental areas and the facilities at the Airport.

21. ACCEPTANCE OF PREMISES "AS IS"

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

22. STATISTICAL INFORMATION

Provided as Exhibit E is the following statistical information:

- Rental car gross revenues reported to the Port since January 2022
- Passenger deplanements since January 2022

These figures are provided for information purposes only, and in no way relieve the Proposers from determining themselves the future business potential in the performance of the agreement.

23. TITLE VI

The Port, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

ATTACHMENT #1
PROPOSAL SUBMISSION CHECKLIST

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

1. Proposal Submission Checklist – Attachment #1
2. Proposal Form – Attachment #2
3. Qualification Form– Attachment #3
4. Proposer's Affidavit– Attachment #4
5. Acknowledgement of Addenda(s) – Attachment #5
6. Proposal Guaranty- $10,000 (Proposal Bond, Certified Cashier's Check or Bank Draft)

PROPOSER NAME: _____

REVISED ATTACHMENT #2
PROPOSAL FORM

Name	Date
Address	

The Proposer hereby proposes to enter into an agreement with the Port for the operation of a non-exclusive rental car concession at Tri-Cities Airport under the terms and conditions as set forth in the Notice Inviting Proposals; Instructions to Proposers; Attachments #1 through #5; and the Concession Agreement, together with the attached Exhibits (Exhibits are not to scale). In furtherance of this proposal, the Proposer agrees to pay to the Port the greater of the following during the years 2027, 2028, 2029 and 2030: Minimum Annual Guarantees or ten percent (10%) of the annual gross revenues and all rents and fees stipulated in the Concession Agreement with payments to be made in the manner specifically set forth in said Agreement. The minimum annual acceptable proposal guarantee is One Hundred Fifty~~Two Hundred~~ Thousand Dollars ($150,000~~200,000~~) per year for one brand or Three~~Four~~ Hundred Thousand Dollars ($300,000~~400,000~~) per year for two brands by one company. The annual minimum guarantee proposal for each year must not be less than the annual minimum guarantee proposal for the previous year.

Minimum Annual Guarantee Proposal

Year 1 - January 1, 2027 to December 31, 2027	$ _____
Year 2 - January 1, 2028 to December 31, 2028	$ _____
Year 3 - January 1, 2029 to December 31, 2029	$ _____
Year 4 - January 1, 2030 to December 31, 2030	$ _____

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

2. The Port shall allocate based on successful proposer's selections the counter/office/ queuing position, ready/return block, and Consolidated Service Facility premises as outlined on Exhibits A, B, C and D based on the total dollar value of the four (4) year Minimum Annual Guarantees. The order of selection will be on ranking from highest to lowest. The highest successful Proposer shall select first, the highest second successful Proposer shall select second from the locations remaining and so on until all locations have been selected.

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

($10,000) payable to the Port of Pasco as liquidated damages in the event the undersigned is a successful Proposer who fails to comply with the requirements as set forth in Article 10 – Proposal Guaranty in the Instructions to Proposers and contract documents by December 4, 2026.

Proposer is bound by this offer for a period of sixty (60) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that the Port reserves the right to reject any and all proposals.

Proposer:

Signed_____

Printed Name_____

Title_____

Subscribed and sworn to before me this
____ day of _____, 2026.

_____
Notary Public, State of _____
My Commission: _____

ATTACHMENT #3
QUALIFICATION FORM

All information requested in this Qualification Form (other than Questions 7-10, if an incumbent), must be furnished by the Proposer and it must be submitted with the Proposal Documents. Statements must be complete and accurate and in the form requested and must be sworn and attested to. Omission, inaccuracy or misstatement may be cause for the rejection of the Proposal. Proposer may submit additional attachments as necessary when the space provided is not sufficient to provide the required information.

1. Name and address of Proposer exactly as it is to appear on the Agreement(s).

   _____

   _____

2. Email: _____ Phone #: _____

3. Proposer, if selected, intends to carry on the business as:

   Individual ( ) LLC ( ) Partnership ( ) Corporation ( )

4. Proposer, if selected, intends to operate under the brand name or brand names listed below: Said operations will be limited to no more than the brand name or the two brand names listed.

   _____

   _____

5. If operating as a partnership, please answer the following:

   A. Name, address and share of each partner:

   _____ _____ _____

   _____ _____ _____

   _____ _____ _____

   B. Date of organization: _____

6. If operating as a corporation or LLC, please answer the following:

   A. When incorporated _____

   B. In what state _____

   C. Are you authorized to do business in Washington? _____

If so, as of what year _____

D. Please list the names and address of the following officers:

President_____

Vice President_____

Secretary_____

Treasurer_____

Other_____

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

7. Please explain your experience in the rental car business. (Attach)

8. List the Airports in United States with which you, a parent company, or a franchisee currently have operating agreements. (Attach)

9. Provide copies of balance sheets, profit and loss statements, and annual reports for the past three (3) years of operation for the organization.

10. List bank references for the past three (3) years:

_____

_____

_____

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

Proposer:

Signed_____

Printed Name_____

Title_____

Subscribed and sworn to before me this
____ day of _____, 2026.

_____
Notary Public, State of _____
My Commission: _____

ATTACHMENT #4
PROPOSER'S AFFIDAVIT

Affiant, _____, being first duly sworn, deposes and says:

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

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

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

_____

_____

Proposer:

Signed_____

Title_____

Subscribed and sworn to before me this
____ day of _____, 2026.

_____
Notary Public, State of _____
My Commission: _____

ATTACHMENT #5
ACKNOWLEDGEMENT OF ADDENDUM

Proposer Acknowledges Receipt of this Addendum #1:

Acknowledgment of Addendum #1 is hereby made:

Signature: _____

Name: _____

Title: _____

Name of Business: _____

Date: _____

EXHIBIT A – Terminal Building Counter and Office Layouts

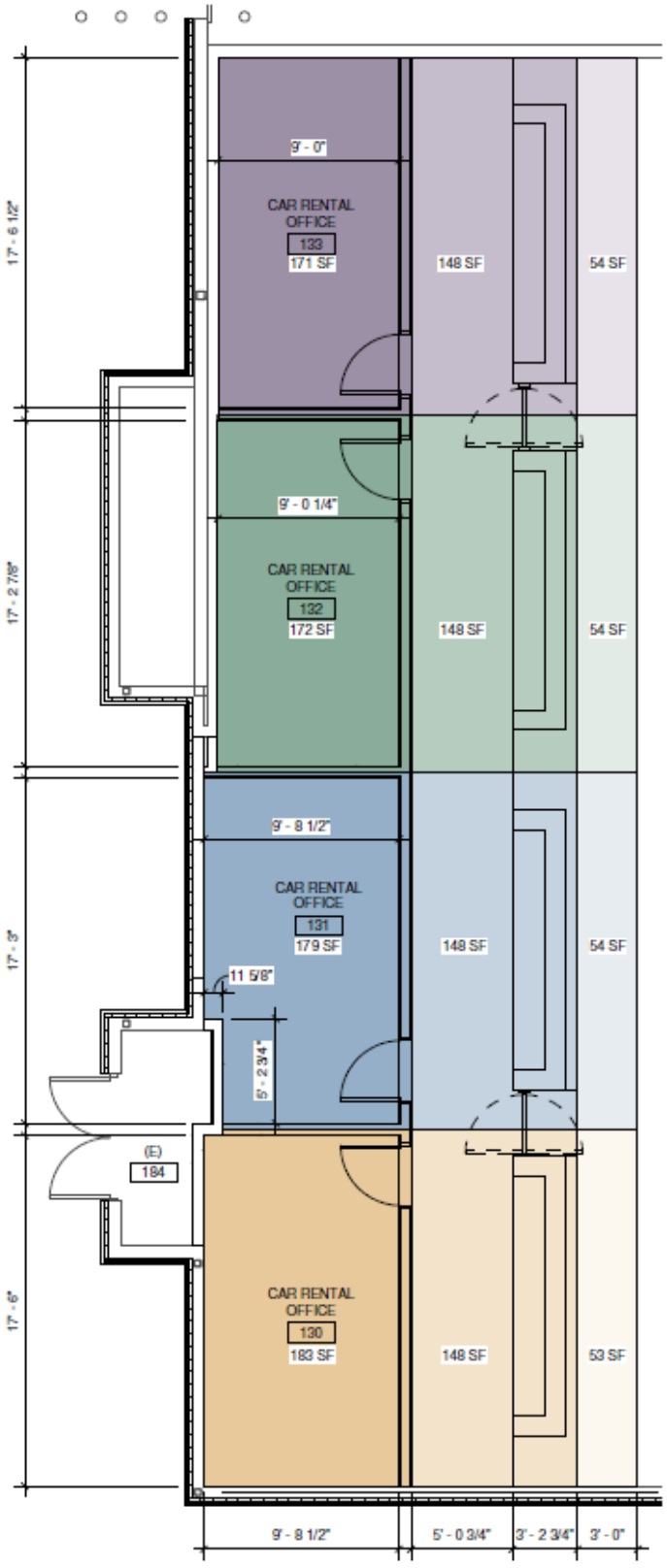


EXHIBIT B(1) – Ready/Return Blocks (4 Block Configuration)

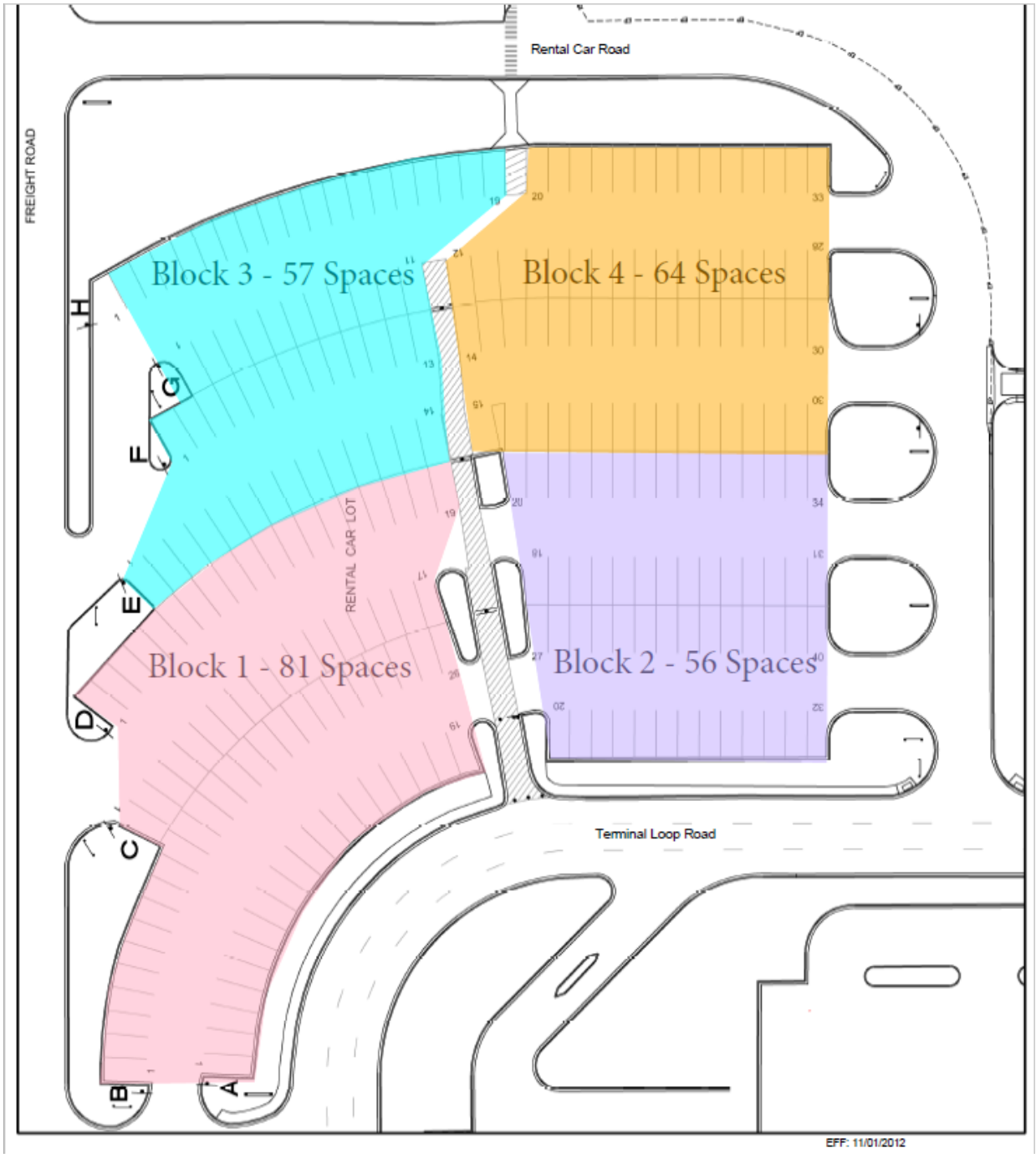
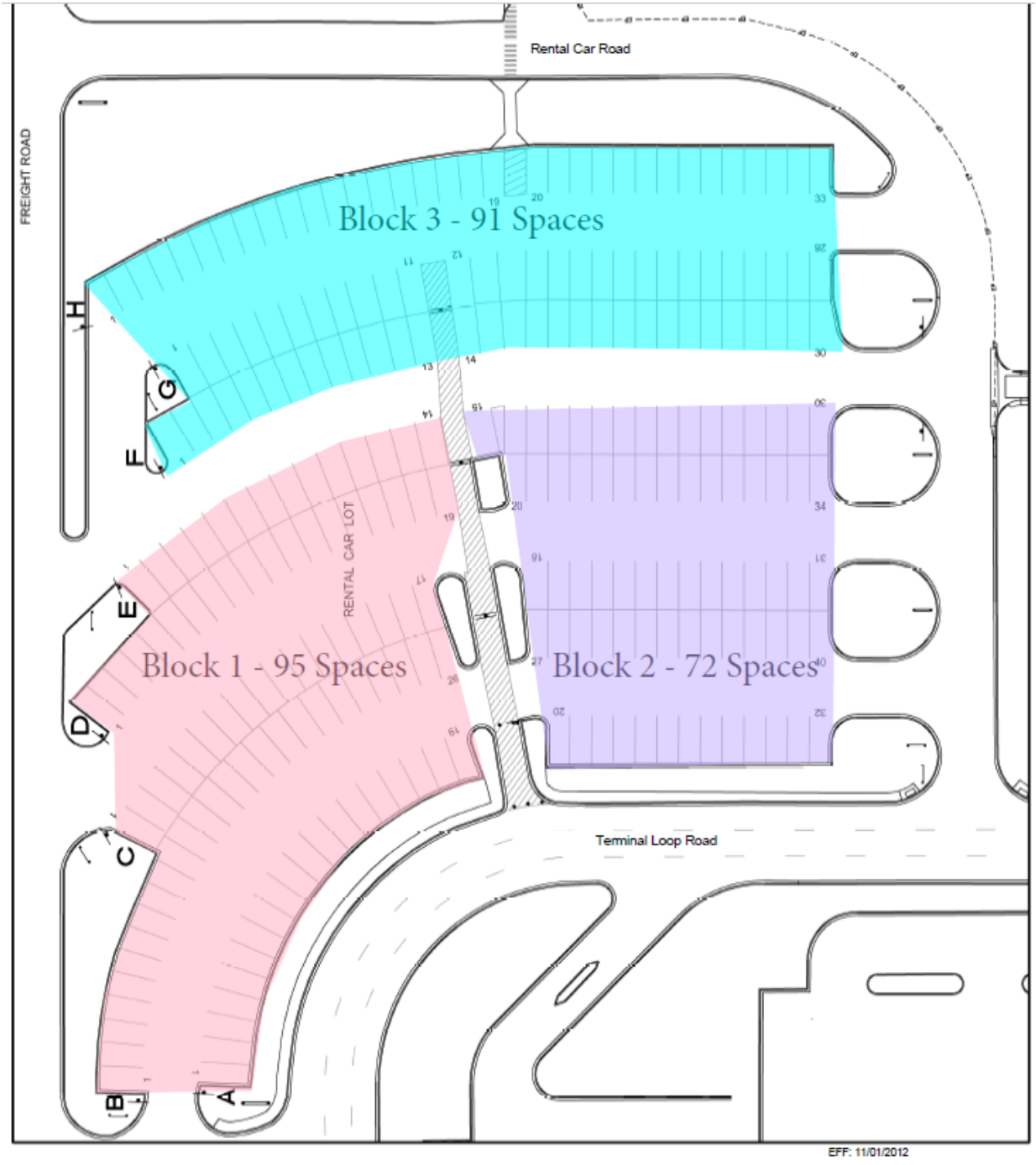


EXHIBIT B(2) – Ready/Return Blocks (3 Block Configuration)



~~EXHIBIT B(3) – Ready/Return Blocks (2 Block Configuration)~~

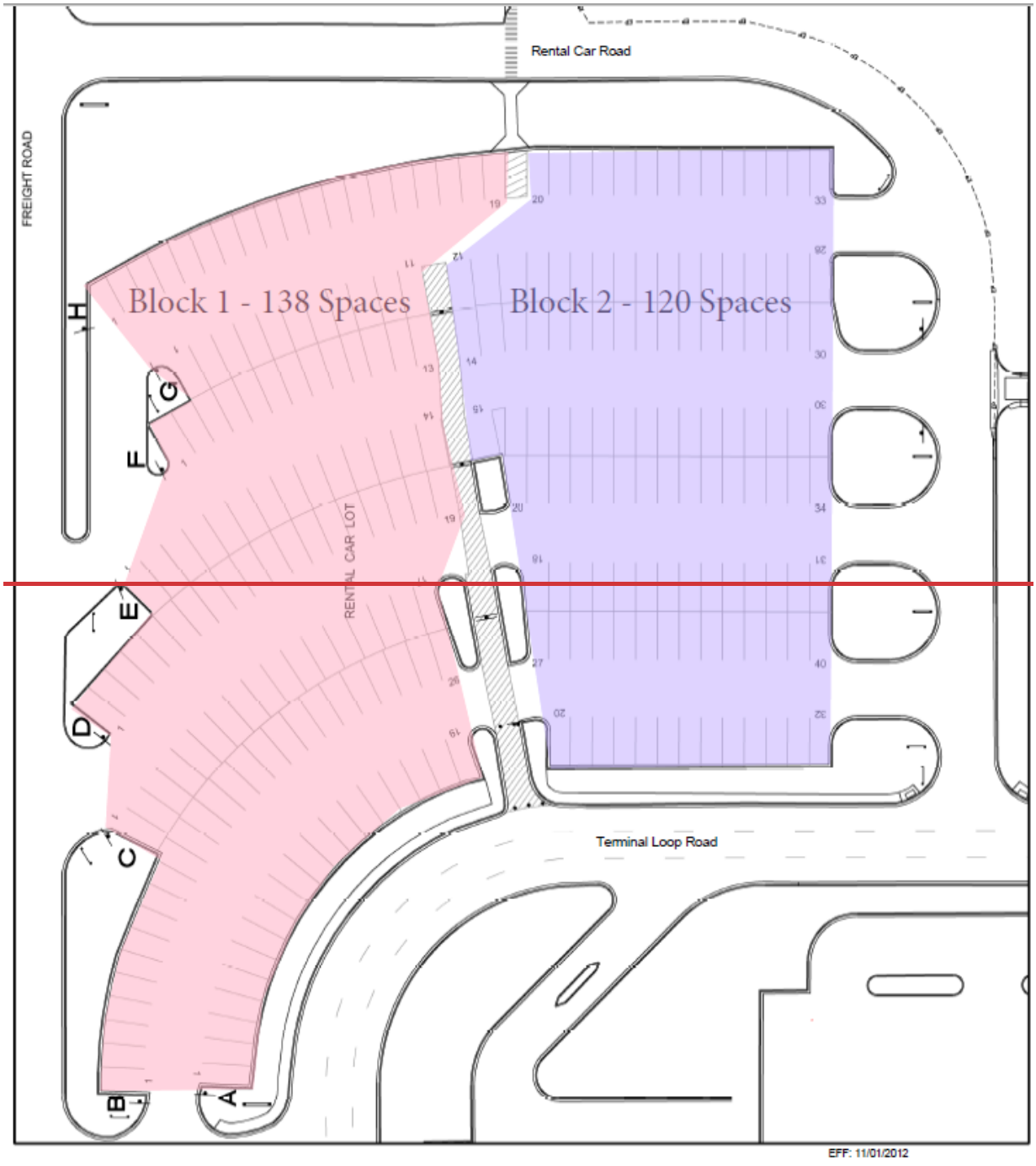
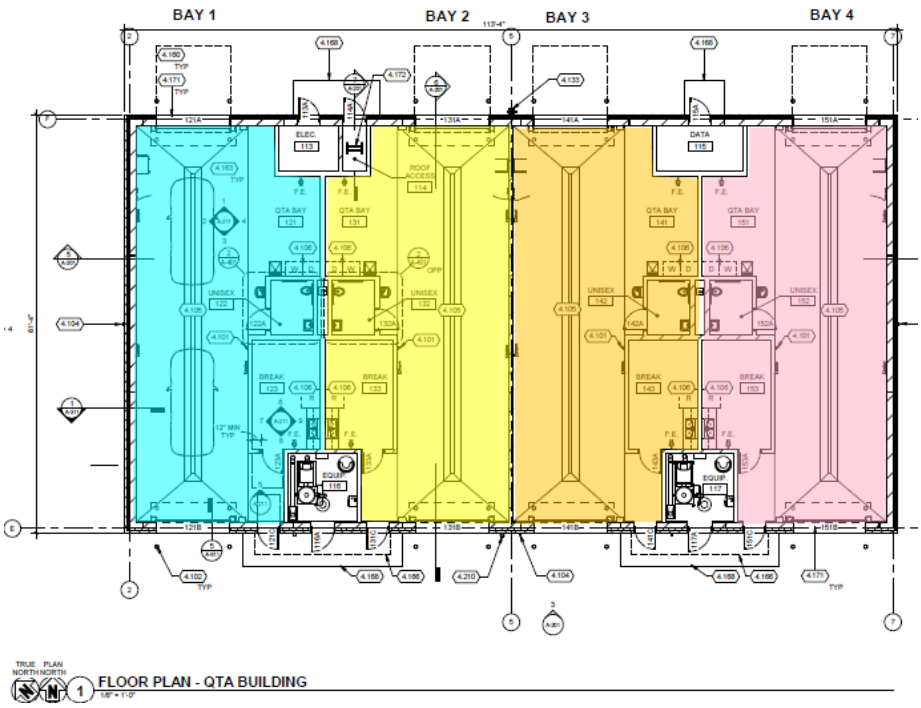


EXHIBIT C – Service Bays and Fueling Lanes



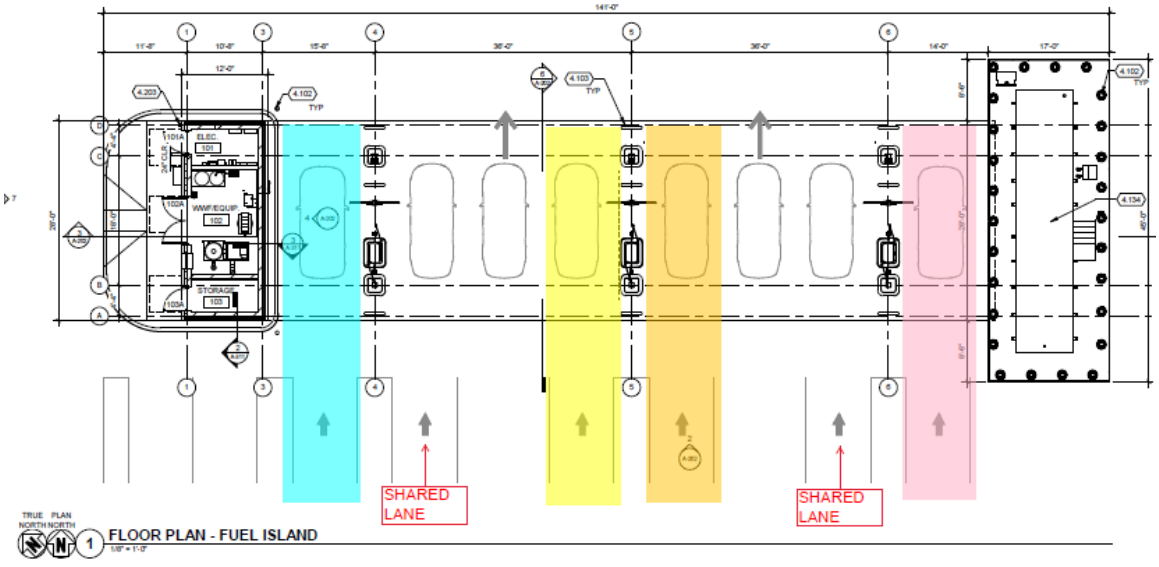


EXHIBIT D(1) – Vehicle Overflow Storage Blocks (4 Block Configuration)

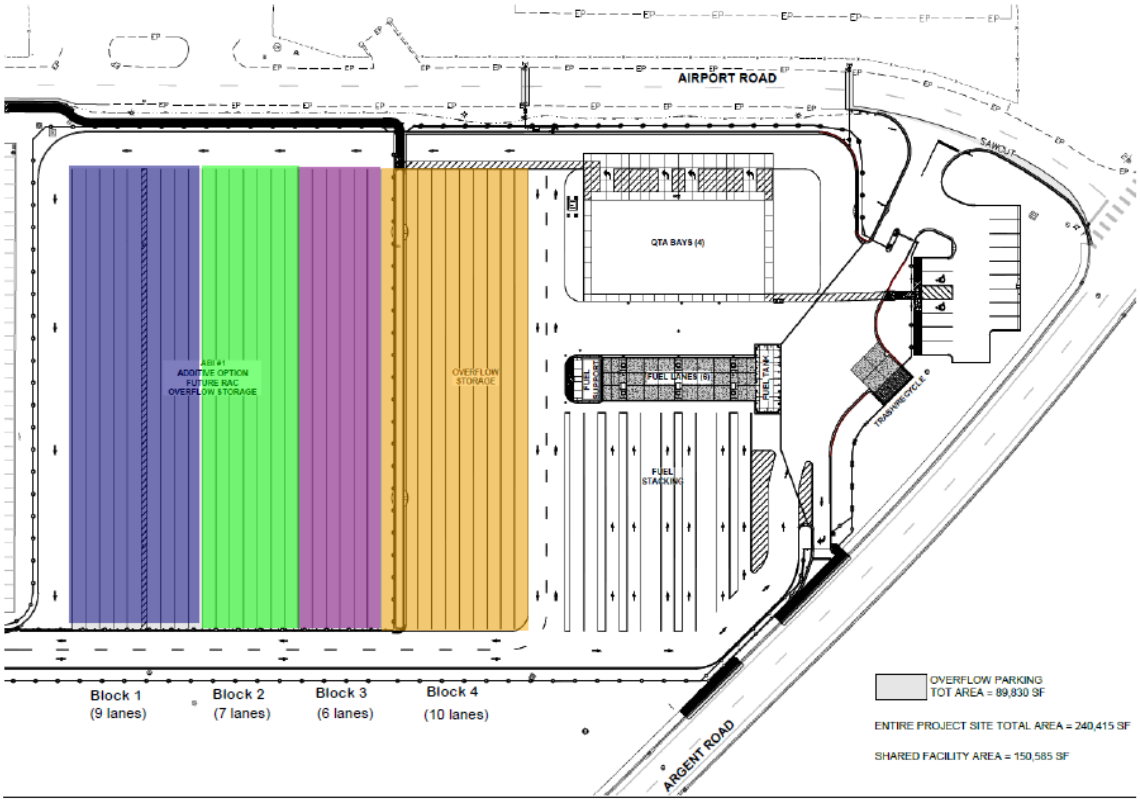


EXHIBIT D(2) – Vehicle Overflow Storage Blocks (3 Block Configuration)

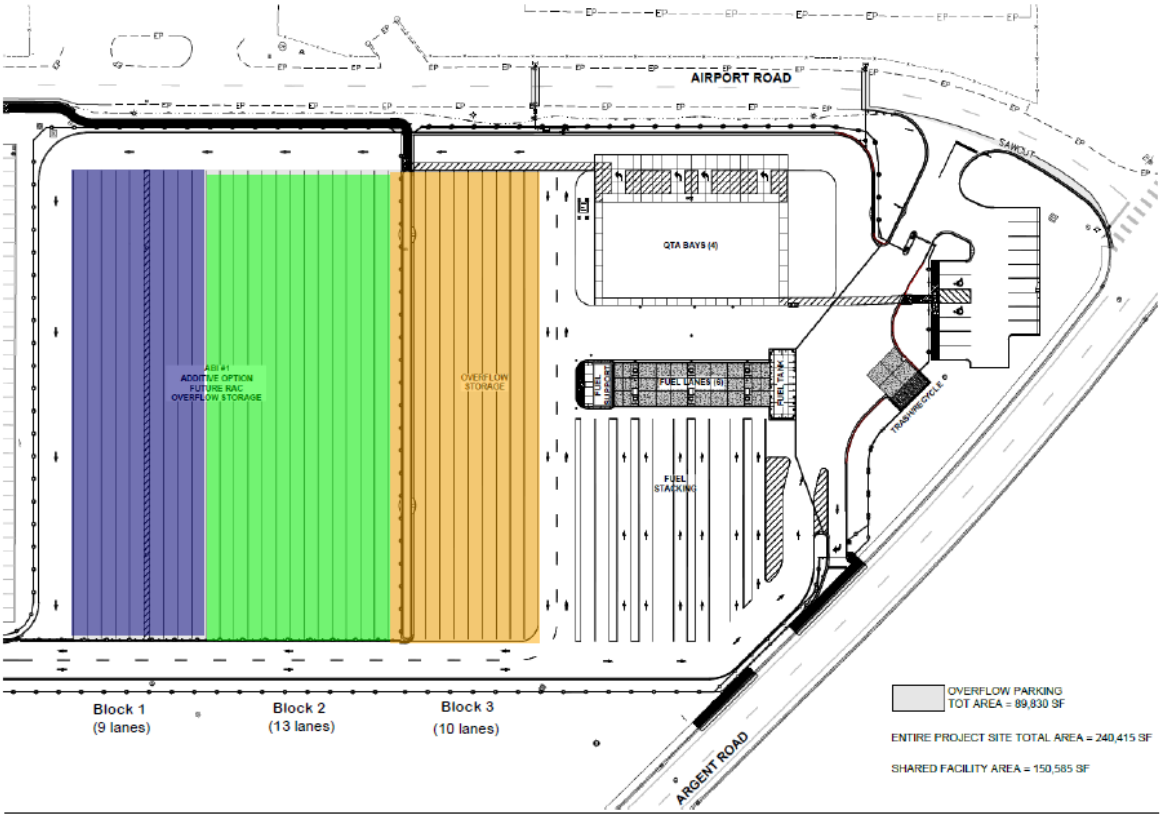
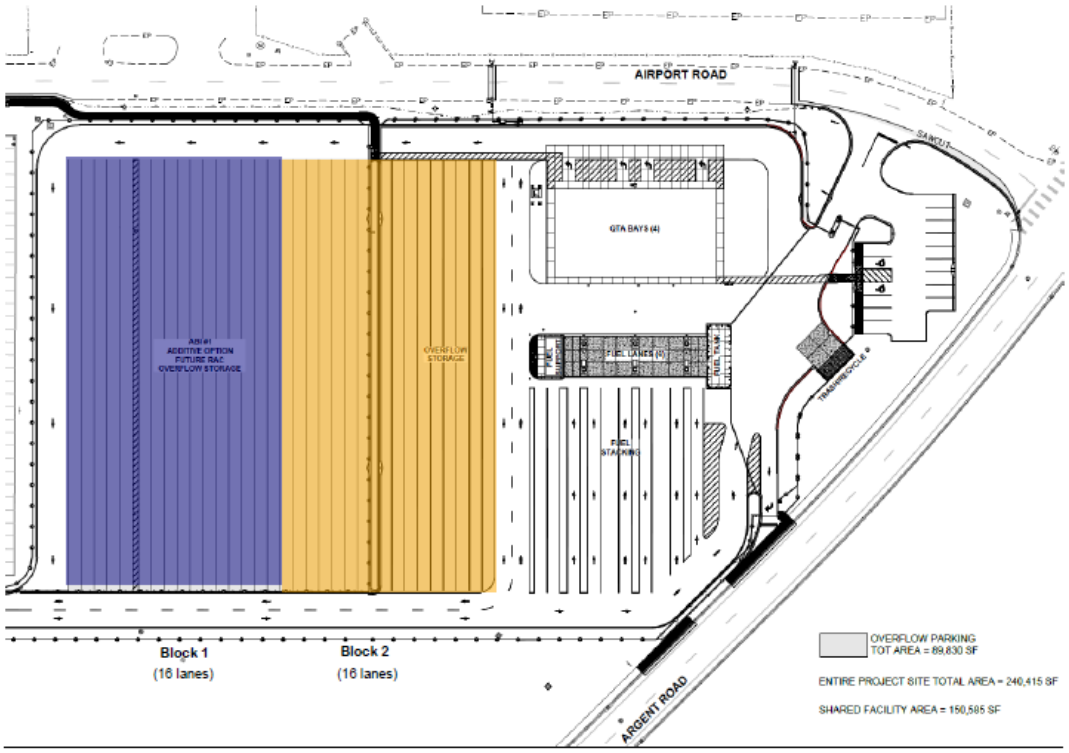


EXHIBIT D(3) – Vehicle Overflow Storage Blocks (2 Block Configuration)



~~EXHIBIT E – Statistical Information – Revenue Data/Passenger Traffic~~

Tri-Cities Airport (PSC)
Rental Car Concessions - On-Airport - Historical Gross Revenues (as reported)

Calendar Year 2022	Avis/Budget	Hertz/Dollar	National/Alamo	Enterprise	Total	Passenger Deplanements
January 2022	$ 341,370.19	$ 118,051.77	$ 198,095.44	$ 221,370.04	$ 878,887.44	28,801
February 2022	311,397.37	103,484.50	204,985.43	175,820.13	795,687.43	28,653
March 2022	461,558.93	166,800.06	199,242.10	251,378.43	1,078,979.52	31,170
April 2022	487,887.94	160,121.18	247,605.68	282,370.94	1,177,985.74	32,016
May 2022	484,990.41	174,714.29	231,773.66	255,922.18	1,147,400.54	32,781
June 2022	579,421.89	232,525.38	253,352.00	304,460.00	1,369,759.27	33,261
July 2022	531,026.24	223,256.68	257,762.75	346,429.01	1,358,474.68	35,656
August 2022	607,626.81	222,260.19	264,289.47	323,902.71	1,418,079.18	35,334
September 2022	561,495.91	205,456.33	273,175.93	289,413.85	1,329,542.02	33,285
October 2022	541,539.19	210,715.76	220,212.66	256,885.30	1,229,352.91	32,740
November 2022	400,665.11	169,036.26	219,171.70	237,755.46	1,026,628.53	31,847
December 2022	330,053.17	170,644.24	208,610.63	239,252.63	948,560.67	33,663
Totals	$ 5,639,033.16	$ 2,157,066.64	$ 2,778,277.45	$ 3,184,960.68	$ 13,759,337.93	389,207

Calendar Year 2023	Avis/Budget	Hertz/Dollar	National/Alamo	Enterprise	Total	Passenger Deplanements
January 2023	$ 323,689.02	$ 164,460.42	$ 201,572.29	$ 190,680.15	$ 880,401.88	32,392
February 2023	343,074.59	154,242.96	215,294.17	213,080.61	925,692.33	28,512
March 2023	441,055.65	168,764.96	256,870.29	210,564.00	1,077,254.90	31,596
April 2023	455,665.80	166,728.10	262,795.75	211,739.88	1,096,929.53	33,530
May 2023	681,199.30	177,009.82	378,477.41	247,275.24	1,483,961.77	36,635
June 2023	710,958.04	257,534.33	398,782.65	318,182.25	1,685,457.27	39,386
July 2023	655,789.04	219,139.74	316,140.70	258,300.67	1,449,370.15	41,206
August 2023	747,035.68	260,891.79	333,342.94	297,184.66	1,638,455.07	40,871
September 2023	670,853.93	235,150.97	286,369.00	260,173.37	1,452,547.27	36,758
October 2023	593,017.50	220,424.18	264,240.93	213,216.85	1,290,899.46	37,824
November 2023	576,354.73	191,312.97	257,209.15	246,858.91	1,271,735.76	37,325
December 2023	472,020.57	163,726.65	245,843.69	228,400.25	1,109,991.16	39,343
Totals	$ 6,670,713.85	$ 2,379,386.89	$ 3,416,938.97	$ 2,895,656.84	$ 15,362,696.55	435,378

Calendar Year 2024	Avis/Budget	Hertz/Dollar	National/Alamo	Enterprise	Total	Passenger Deplanements
January 2024	$ 379,026.86	$ 137,631.24	$ 252,377.17	$ 197,109.79	$ 966,145.06	33,614
February 2024	364,333.60	178,667.55	270,137.37	227,647.27	1,040,785.79	32,142
March 2024	420,155.99	205,853.45	285,717.07	235,030.21	1,146,756.72	35,973
April 2024	437,818.54	192,976.97	284,529.17	256,680.78	1,172,005.46	35,848
May 2024	475,597.86	259,401.34	335,084.04	291,048.95	1,361,132.19	39,380
June 2024	521,129.00	289,888.33	358,526.05	352,493.71	1,522,037.09	40,298
July 2024	532,428.65	348,462.83	387,053.38	332,785.94	1,600,730.80	43,073
August 2024	667,015.56	299,575.55	430,265.54	360,474.11	1,757,330.76	42,652
September 2024	621,560.59	279,167.79	329,554.41	348,884.86	1,579,167.65	40,422
October 2024	507,080.98	266,492.54	364,896.44	282,018.28	1,420,488.24	40,745
November 2024	372,965.17	210,028.05	366,310.91	271,275.69	1,220,579.82	40,183
December 2024	388,583.59	172,146.19	333,184.74	244,795.64	1,138,710.16	46,764
Totals	$ 5,687,696.39	$ 2,840,291.83	$ 3,997,636.29	$ 3,400,245.23	$ 15,925,869.74	471,094

Calendar Year 2025	Avis/Budget	Hertz/Dollar	National/Alamo	Enterprise	Total	Passenger Deplanements
January 2025	$ 340,039.06	$ 182,286.22	$ 315,379.20	$ 216,648.66	$ 1,054,353.14	40,790
February 2025	327,612.73	158,330.32	340,376.78	228,089.15	1,054,408.98	34,072
March 2025	405,505.65	196,296.71	379,477.92	250,690.03	1,231,970.31	38,256
April 2025	466,116.09	241,968.48	451,000.33	296,152.15	1,455,237.05	37,964
May 2025	495,063.20	282,478.28	682,491.41	353,085.05	1,813,117.94	42,733
June 2025	613,099.50	280,039.65	458,481.03	393,120.61	1,744,740.79	38,651
July 2025	660,811.73	304,968.02	412,337.47	363,964.92	1,742,082.14	44,725
August 2025	601,596.24	310,386.61	418,151.03	369,997.95	1,700,131.83	44,265
September 2025	571,724.38	284,574.81	368,451.84	319,966.83	1,544,717.86	37,713
October 2025	458,202.62	234,021.45	408,560.99	348,147.66	1,448,932.72	37,932
November 2025	357,406.13	174,254.17	304,826.02	290,973.76	1,127,460.08	37,718
December 2025	330,467.42	154,361.56	294,742.39	225,387.72	1,004,959.09	45,704
Totals	$ 5,627,644.75	$ 2,803,966.28	$ 4,834,276.41	$ 3,656,224.49	$ 16,922,111.93	480,523

Calendar Year 2026	Avis/Budget	Hertz/Dollar	National/Alamo	Enterprise	Total	Passenger Deplanements
January 2026	$ 284,693.73	$ 148,127.70	$ 303,104.59	$ 236,919.75	$ 972,845.77	38,559
February 2026	293,049.16	161,803.06	327,952.85	245,539.23	1,028,344.30	34,412
March 2026	359,405.83	196,239.39	390,665.96	280,875.43	1,227,186.61	37,699
April 2026	416,719.58	230,004.92	399,092.52	256,007.55	1,301,824.57	40,349
May 2026	470,796.14	260,191.24	464,024.05	306,171.65	1,501,183.08	41,406
June 2026	537,105.13	393,933.84	489,814.79	392,926.86	1,813,780.62	42,841
July 2026	599,654.26	358,189.66	577,983.33	376,508.61	1,912,335.86	44,459
Totals	$ 2,961,423.83	$ 1,748,489.81	$ 2,952,638.09	$ 2,094,949.08	$ 9,757,500.81	279,725

EXHIBIT E (REVISED) – Statistical Information – Revenue Data/Passenger Traffic

Tri-Cities Airport (PSC)
Rental Car Concessions - On-Airport - Historical Gross Revenues (as reported)

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February 2022	311,397.37	103,484.50	204,985.43	175,820.13	795,687.43	28,653
March 2022	461,558.93	166,800.06	199,242.10	251,378.43	1,078,979.52	31,170
April 2022	487,887.94	160,121.18	247,605.68	282,370.94	1,177,985.74	32,016
May 2022	484,990.41	174,714.29	231,773.66	255,922.18	1,147,400.54	32,781
June 2022	579,421.89	232,525.38	253,352.00	304,460.00	1,369,759.27	33,261
July 2022	531,026.24	223,256.68	257,762.75	346,429.01	1,358,474.68	35,656
August 2022	607,626.81	222,260.19	264,289.47	323,902.71	1,418,079.18	35,334
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December 2022	330,053.17	170,644.24	208,610.63	239,252.63	948,560.67	33,663
Totals	$ 5,639,033.16	$ 2,157,066.64	$ 2,778,277.45	$ 3,184,960.68	$ 13,759,337.93	389,207

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April 2023	455,665.80	166,728.10	262,795.75	211,739.88	1,096,929.53	33,530
May 2023	681,199.30	177,009.82	378,477.41	247,275.24	1,483,961.77	36,635
June 2023	710,958.04	257,534.33	398,782.65	318,182.25	1,685,457.27	39,386
July 2023	655,789.04	219,139.74	316,140.70	258,300.67	1,449,370.15	41,206
August 2023	747,035.68	260,891.79	333,342.94	297,184.66	1,638,455.07	40,871
September 2023	670,853.93	235,150.97	286,369.00	260,173.37	1,452,547.27	36,758
October 2023	593,017.50	220,424.18	264,240.93	213,216.85	1,290,899.46	37,824
November 2023	576,354.73	191,312.97	257,209.15	246,858.91	1,271,735.76	37,325
December 2023	472,020.57	163,726.65	245,843.69	228,400.25	1,109,991.16	39,343
Totals	$ 6,670,713.85	$ 2,379,386.89	$ 3,416,938.97	$ 2,895,656.84	$ 15,362,696.55	435,378

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May 2024	475,597.86	259,401.34	335,084.04	291,048.95	1,361,132.19	39,380
June 2024	521,129.00	289,888.33	358,526.05	352,493.71	1,522,037.09	40,298
July 2024	532,428.65	348,462.83	387,053.38	332,785.94	1,600,730.80	43,073
August 2024	667,015.56	299,575.55	430,265.54	360,474.11	1,757,330.76	42,652
September 2024	621,560.59	279,167.79	329,554.41	348,884.86	1,579,167.65	40,422
October 2024	507,080.98	266,492.54	364,896.44	282,018.28	1,420,488.24	40,745
November 2024	372,965.17	210,028.05	366,310.91	271,275.69	1,220,579.82	40,183
December 2024	388,583.59	172,146.19	333,184.74	244,795.64	1,138,710.16	46,764
Totals	$ 5,687,696.39	$ 2,840,291.83	$ 3,997,636.29	$ 3,400,245.23	$ 15,925,869.74	471,094

Calendar Year 2025	Avis/Budget	Hertz/Dollar	National/Alamo	Enterprise	Total	Passenger Deplanements
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April 2025	466,116.09	241,968.48	451,000.33	296,152.15	1,455,237.05	41,392
May 2025	495,063.20	282,478.28	682,491.41	353,085.05	1,813,117.94	46,140
June 2025	613,099.50	280,039.65	458,481.03	393,120.61	1,744,740.79	41,842
July 2025	660,811.73	304,968.02	412,337.47	363,964.92	1,742,082.14	48,005
August 2025	601,596.24	310,386.61	418,151.03	369,997.95	1,700,131.83	47,768
September 2025	571,724.38	284,574.81	368,451.84	319,966.83	1,544,717.86	41,107
October 2025	458,202.62	234,021.45	408,560.99	348,147.66	1,448,932.72	41,392
November 2025	357,406.13	174,254.17	304,826.02	290,973.76	1,127,460.08	40,704
December 2025	330,467.42	154,361.56	294,742.39	225,387.72	1,004,959.09	48,983
Totals	$ 5,627,644.75	$ 2,803,966.28	$ 4,834,276.41	$ 3,656,224.49	$ 16,922,111.93	510,760

Calendar Year 2026	Avis/Budget	Hertz/Dollar	National/Alamo	Enterprise	Total	Passenger Deplanements
January 2026	$ 284,693.73	$ 148,127.70	$ 303,104.59	$ 236,919.75	$ 972,845.77	41,884
February 2026	293,049.16	161,803.06	327,952.85	245,539.23	1,028,344.30	37,465
March 2026	359,405.83	196,239.39	390,665.96	280,875.43	1,227,186.61	41,222
April 2026	416,719.58	230,004.92	399,092.52	256,007.55	1,301,824.57	43,794
May 2026	470,796.14	260,191.24	464,024.05	306,171.65	1,501,183.08	45,130
June 2026	537,105.13	393,933.84	489,814.79	392,926.86	1,813,780.62	46,257
July 2026	599,654.26	358,189.66	577,983.33	376,508.61	1,912,335.86	47,930
Totals	$ 2,961,423.83	$ 1,748,489.81	$ 2,952,638.09	$ 2,094,949.08	$ 9,757,500.81	303,682

EXHIBIT F – Sample Concession and Lease Agreement

REVISED SAMPLE RENTAL CAR CONCESSION AND LEASE AGREEMENT

BETWEEN THE

TRI-CITIES AIRPORT – PORT OF PASCO

AND

_____

Operator

SAMPLE

TABLE OF CONTENTS

1. CONCESSION RIGHTS GRANTED 1
2. DEFINITIONS 2
3. TERM 3
4. USE OF PREMISES 3
5. ACCEPTANCE OF PREMISES 5
6. PREMISES 5
7. CONCESSION FEE, RENTS, AND FEES 6
8. FAILURE TO PAY RENT OR FEES 8
9. FINANCIAL CONDITIONS 9
10. SURRENDER OF PREMISES 10
11. DAMAGE OR DESTRUCTION 10
12. INDEMNITY AND WAIVER OF DAMAGES 11
13. INSURANCE 11
14. HAZARDOUS SUBSTANCES 12
15. HAZARDOUS SUBSTANCES STORAGE 13
16. TAXES 14
17. RIGHTS OF THE PORT 14
18. GOVERNMENT RESERVATIONS AND RESTRICTIONS 15
19. AGREEMENT SUBORDINATE TO BOND ORDINANCE 15
20. ADDITIONAL OBLIGATIONS OF OPERATOR 16
21. SUBSTITUTION OR PROVISION OF NEW FACILITIES 18
22. WAIVER OF SUBROGATION 19
23. UTILITIES, CONSTRUCTION AND MAINTENANCE 19
24. ALTERATIONS AND IMPROVEMENTS 20
25. ADVERTISING AND SIGNAGE 21
26. OPERATOR'S PERSONAL PROPERTY/TRADEMARKS 21
27. PORT'S RIGHT OF CANCELLATION 22
28. OPERATOR'S RIGHT OF CANCELLATION 23
29. OPERATOR'S RIGHT OF ABATEMENT 23
30. REPLACEMENT OPERATOR 23
31. ASSIGNMENT AND SUBLETTING 23
32. SEVERABILITY 24
33. LEGAL CLAIMS AND ATTORNEY FEES 24
34. ARBITRATION 24
35. APPROVAL OR DIRECTION BY PORT 24
36. PERFORMANCE BY PORT 25
37. LIENS OR ENCUMBRANCES 25
38. CIVIL RIGHTS 25
39. PRIOR AND COLLATERAL AGREEMENTS 28
40. SUBMISSION OF AGREEMENT 29
41. RELATIONSHIP OF THE PORT AND OPERATOR 29
42. NON-WAIVER OF BREACH 29
43. SURVIVAL OF INDEMNITIES 29
44. DEFAULT 29
45. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY 30
46. HOLDOVER POSSESSION OF PREMISES BY OPERATOR 30
47. NOTICES 30
48. TIME OF ESSENCE 30
49. PARAGRAPH HEADINGS 30
50. AUTHORITY OF OPERATOR'S REPRESENTATIVE 31
51. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (ACDBE) 31
52. ACDBE REPORTING REQUIREMENTS 31

EXHIBIT A – TERMINAL BUILDING AREA – COUNTER/OFFICE/QUEUING 34
EXHIBIT B – RENTAL CAR READY/RETURN AREA 35
EXHIBIT C – SERVICE BAY AND FUELING LANE 36
EXHIBIT D – OVERFLOW VEHICLE STORAGE BLOCK 37
EXHIBIT E – SAMPLE MONTHLY REPORTING FORM 38

DRAFT

RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2026, by and between the PORT OF PASCO, a Municipal Corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Port" and _____ dba _____, a _____, organized in the State of _____, hereinafter referred to as "Operator;"

WITNESSETH:

WHEREAS, the PORT OF PASCO is the owner and operator of the TRI-CITIES AIRPORT, hereinafter referred to as "PSC", located in the Pasco, Washington, and is authorized to grant leases for premises at PSC for the promotion, accommodation and development of commerce, commercial and general aviation air transportation; and

WHEREAS, car rental services at PSC are essential for proper ground transportation of passengers arriving at and departing from PSC; and

WHEREAS, the Port desires to make said services available at PSC, has solicited and received proposals to provide such services and the Operator is prepared, equipped and qualified to perform said services; and

NOW THEREFORE, in consideration of the concession rights granted herein and the mutual covenants and agreements hereinafter contained, the parties hereto agree, for themselves, their successors and assigns, as follows:

1. CONCESSION RIGHTS GRANTED

A. The Operator is hereby awarded a Concession and Lease Agreement, hereinafter referred to as "Agreement" to operate a rental car business at PSC on a non-exclusive basis in common with others having similar agreements awarded through the proposal process with the Port for the sole purpose of arranging and providing rental car services. The Operator shall not conduct any other business at PSC without the prior written consent of the Port.

B. The Operator shall conduct said Rental Car business in a professional manner continuously during the entire term of this Agreement. Operator agrees it will not disturb the Port or any other tenant, person or licensee using PSC, make or permit any disturbance or any unusual noise, vibration or other condition on or at PSC.

C. Operator, its agents, employees, patrons and suppliers and other persons doing business with Operator shall have the right of ingress and egress to and from the premises over the Port roadways, subject to regulations governing the use of PSC.

D. Operator is a _____and is authorized to do business in the State of Washington under the brand name or brand name(s) of _____, and shall do business at PSC under that brand name or brand names.

SAMPLE

2. DEFINITIONS

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

A. "Gross Revenues" as used herein shall mean, as determined in the reasonable discretion of the Port, all amounts charged to its customers by Operator for or in connection with agreements it secures through its operations and business at PSC, regardless of whether such amount is actually paid to or received by Operator. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Operator by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Operator's operations at PSC, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Operator's customers and without regard to whether the vehicles or other products are returned to PSC or to some other location.

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

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

1. Federal, state, county, city or municipal sales, use, or excise taxes now in effect or hereinafter levied on Operator's operations which are separately stated on customers' rental contracts and collected from customers of Operator;

2. Those fees referred to in this Agreement as Customer Facility Charges, "CFC's" which for the purpose of this Agreement shall include all customer facility charges, authorized pursuant to Port Resolution #1673, as may be amended;

3. Amounts received as insurance proceeds for loss, conversion and abandonment of or damages of vehicles or other property of Operator;

4. Amounts received from the sale of vehicles off-PSC premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Operator's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and

5. Reimbursements for amounts actually paid to unrelated third parties for towing, parking tickets, traffic tickets, red light tickets, tolls, impounded vehicles and windshield replacement. This exclusion does not apply to charges related to the administration thereof.

B. "Premises" shall mean collectively those leasehold areas at PSC which are a place; where Motor Vehicles owned or leased by Operator for commercial rental are delivered, parked, stored, fueled, washed or maintained by Operator or its employees; or, where Operator's employees or

SAMPLE

officials are present to transact Operator's business and/or do transact such business; or, where Operator's logo is displayed; or, that is advertised in any way related to Operator's business; or, that is equipped for conducting business with, without limitation, an Operator computer terminal, business telephone, or electronic platform; or, where commercial Transactions and/or business are conducted in any manner whatsoever. The subject of this Agreement is the "Premises."

C. "Rental Car" or "Motor Vehicles" shall mean motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, four-wheel drive vehicles, passenger vans, sport utility-type vehicles, and pick-up trucks rated one-ton or less. Operator shall not park, store or rent from Premises any vehicles except Motor Vehicles as defined herein that it owns or rents and are properly available for rental as provided herein.

D. "Transaction" shall mean the execution of an agreement or contract for the rental of a Motor Vehicle; or, the payment of funds or completion of a cash or credit transaction for payment for rental of a Motor Vehicle; or delivery of a Motor Vehicle to a customer for use in exchange for cash, credit or any other consideration.

E. "Transaction Day" shall mean each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car company rents, or otherwise enters into a similar arrangement for the use of a Motor Vehicle and for which the Rental Car company collects revenue from the customer. Late returns (after twenty-four (24) hours) shall be considered a Transaction Day except that a partial day that is a grace period of no more than one (1) hour after the last twenty-four (24) hour day shall not be considered a Transaction Day.

3. TERM

A. The term of this Agreement shall be four (4) years commencing January 1, 2027 and ending December 31, 2030 unless sooner terminated or canceled as hereinafter provided.

B. Operator acknowledges that this Agreement contains no renewal clause and is subject to the Port's stated intent and obligation to expose the Premises and rights granted hereunder to public competitive selection process at the expiration or termination of this term.

4. USE OF PREMISES

Operator shall use and occupy the Premises solely for the purpose of maintaining a commercial Rental Car location and conducting a non-exclusive commercial Rental Car operation, as defined herein. Any occupancy, use, activity, display or product not specifically permitted herein shall be and is hereby prohibited, except as by separate express prior written permission from the Port and under such terms and conditions as the Port, in its sole discretion, shall determine.

Permitted uses, if such activities are conducted in a place and in a manner permitted by the Port, shall be limited to the following:

A. Storage and staging of Motor Vehicles available for rent including movement of such vehicles necessarily incidental to these activities.

B. Staffing of the designated counter/office/queuing position in the Terminal for the purpose of providing information and arranging for and completing Transactions.

C. Identification of Operator's counter/office/queuing position, ready/return block, service facilities and vehicle storage by signs or logos in numbers, size, color, design, content and type as approved in advance in writing by the Port.

D. Operator shall park, store on and rent from the Premises only Motor Vehicles as defined hereinabove. No other vehicles, including trucks above 5,000 lbs. empty vehicle weight, motorhomes, buses, motorcycles, trailers, boats, or non-passenger vehicles shall be permitted on PSC, without express prior written permission of the Port, at the discretion of the Port, under such fees, terms and conditions as the Port may require.

E. Operator shall not use the Premises for any other purpose including the sale of rental vehicles without the prior written consent of the Port. Operator shall use the entire Premises for the conduct of its approved business in a professional manner continuously during the entire term of this Agreement**.**

F. Operator's use of the Consolidated Service Facility designated in Article 6, Paragraph B herein are limited to the following activities:

1. Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.

2. Washing of vehicles only in the car wash bay designated for that purpose.

3. Storage of its on-airport vehicles in the spaces allotted to Operator prior to being serviced and prior to their return to the Ready/Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Consolidated Service Facility.

4. Loading and unloading of vehicles for rental at the Airport from vehicle haulers.

Prohibited activities at the Consolidated Service Facility include:

1. Parking of personal vehicles anywhere at the Consolidated Service Facility other than that area specifically designated and approved by the Port for Operator's employee parking.

2. Permitting employees to vacuum, wash or fuel their personal vehicles at the Consolidated Service Facility.

3. Utilizing the Consolidated Service Facility for any maintenance not described in permitted activities above.

4. Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.

5. Storage of damaged vehicles or any vehicles not directly related to Operator's business activities at the Airport.

SAMPLE

6. Permitting vehicles to loiter in the shared fueling lanes.

7. Allowing customers or the general public to enter the Consolidated Service Facility.

8. Allowing speeding by Operator's employees. Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.

9. Allowing trash to litter the Consolidated Service Facility. All trash generated by Operator in its exclusive use space must be immediately placed in trash receptacles, which Operator's employees are responsible for emptying into the dumpster provided by Port. Operator agrees to keep the outdoor portions of the Consolidated Service Facility clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

5. ACCEPTANCE OF PREMISES

The Operator agrees that its Premises, as defined in Article 6 - PREMISES of this Agreement, have been inspected by Operator and are accepted and will be occupied by Operator on an "as is" basis. The Operator specifically waives any covenants or warranties regarding the Premises, including but not limited to any warranty of suitability and warranty of fitness.

6. PREMISES

The Port hereby leases to Operator the following Premises, hereinafter referred to as "Premises", as designated on Exhibit A, Exhibit B, Exhibit C and Exhibit D, attached hereto and made a part hereof. Said Premises are more particularly described as follows:

A. Terminal Building Area

1. Counter/Office/Queuing Position. The Port hereby leases to Operator position labeled room number ___ of the counter/office/queuing area in the Terminal Building, on Exhibit A attached hereto and made a part hereof

2. Ready/Return Block. The Port hereby leases to Operator Block ___ consisting of ___ Ready/Return stalls as shown on Exhibit B, attached hereto and made a part hereof.

B. Consolidated Service Facility. The Port shall provide Operator the real property located at 1803 W. Argent Rd encompassing approximately 240,415 square feet of improved land, including the exclusive use of Bay ____ as depicted on Exhibit C and exclusive use of the vehicle overflow storage block ___ as depicted on Exhibit D. The Port shall provide Operator the joint use of: (1) fueling island and stations, fueling queuing lanes and fuel storage, (2) designated employee parking area, and (3) all associated facilities and landscaping at the Consolidated Service Facility as depicted on Exhibits C and D.

SAMPLE

7. CONCESSION FEE, RENTS, AND FEES

A. The Operator shall pay to the Port annually as compensation for the Premises and all other rights, licenses and privileges granted to it pursuant to this Agreement:

1. Concession Fee. The greater of either:
   a. ten percent (10%) of the Operator's annual Gross Revenues ("Percentage Concession Fee"); or
   b. the respective yearly amount shown below as the Operator's Minimum Annual Guaranteed fee "MAG".

Year 1 - January 1, 2027 to December 31, 2027	$	_____
Year 2 - January 1, 2028 to December 31, 2028	$	_____
Year 3 - January 1, 2029 to December 31, 2029	$	_____
Year 4 - January 1, 2030 to December 31, 2030	$	_____

Should this Agreement be extended beyond the initial four-year term, the Operator's Minimum Annual Guarantee during any holdover~~each option~~ period (as provided for in Article 46) shall be 100%~~110%~~ of the Minimum Annual Guarantee for Year 4 listed above.

Monthly payment shall be the greater of 1/12th of the respective year's MAG or 10% of reported gross revenues for the previous month. The MAG payment shall be paid in advance on the first (1st) day of each month. On or before the 20th of each month, the Operator shall provide the Port with i) a signed and certified Report of Gross Revenues for the preceding month, and ii) payment of any percentage concession fee shown to be due for the preceding month. A sample monthly reporting form is provided as Exhibit E. Operator may use the sample report provided or a form of similar level of detail satisfactory to the Port. If the Operator is operating more than one brand under this Agreement, it shall report Gross Revenues separately for each brand.

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

Operator acknowledges that Concession Fee payments by Operator to the Port under this Agreement are for Operator's privilege to use the Airport facilities and access the Airport market and are not fees imposed by the Port upon Operator's customers. The Port does not require, but will not prohibit, a separate statement of and charge for the Concession Fee on customer invoices or rental agreements ("Recovery Fee"), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled "Concession Recovery Fee," "Concession Recoupment Fee" or such other name first approved by the Port's Airport Director in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other Operator charges (i.e. "above the

SAMPLE

line"); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than 11.11% of Gross Revenues and shall be specifically included in the Definition of Gross Revenues for purposes of remittance to the Port; (d) Operator shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that the Port is requiring the pass through of such fee.

B. Rent. All Rents set forth in this Article 7, Paragraph B, Subsections 1 and 2, are subject to Washington State Leasehold tax and other applicable taxes which shall be collected by the Port in addition to the rent listed below:

1. Rent for Premises located in the Terminal Building Area

The Operator shall pay to the Port, in advance, on the 1st day of each month the following rent:

a. For the period commencing January 1, 2027 through December 31, 2027, Operator shall pay the sum of _____Dollars and _____Cents ($__.__) per square foot per annum for _____(____) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing January 1 of each successive year, the per square foot per annum rent shall be the same per square foot per annum rate paid by the Signatory Airlines serving PSC.

b. For the period commencing January 1, 2027 through December 31, 2030, Operator shall pay the sum of _____ ($_____) per month for Block # ___, consisting of _____ (___) ready/return stalls.

2. Rent for Premises located at the Consolidated Service Facility

a. Joint Use Space. For the period commencing January 1, 2027 through December 31, 2030, the Operator shall pay to the Port, in advance, on the 1st day of each month the sum of _____ ($_____) for its ___ percent share of the land rent for the 150,585 square feet of joint use space at the Consolidated Service Facility.

b. Vehicle Overflow Storage Block. For the period commencing January 1, 2027 through December 31, 2030, in advance, on the 1st day of each month the sum of _____ ($_____) for the land rent for the _____ square feet of exclusive use vehicle overflow storage block assigned to the Operator at the Consolidated Service Facility.

C. Additional Fees.

1. CFCs. The Operator shall collect the CFCs on behalf of the Port and remit to the Port the full amount of the Transaction Day fee collected from each Rental Car customer, in accordance with the Port's CFC Resolution. If the Operator is operating more than one brand under this Agreement, it shall report CFCs collected by each brand.

2. Fuel Use Reimbursement. The Port will invoice Operator monthly for all fuel purchased at the Consolidated Service Center the previous month. The purchase price of the fuel will

SAMPLE

be determined by the Port using a cost plus surcharge method.

3. Other fees may include charges for special items or activities including, but not limited to access media replacement, employee parking, badging, improper parking and any fines or fees for violations levied to Operator or its employees. The Port may assess reasonable, non-discriminatory charges for these special items or activities. These additional fees payable by Operator, shall be paid by Operator to Port no later than twenty (20) days following receipt by Operator of billing therefor.

D. Any and all payments due to the Port by Operator shall be remitted to the following address:

Port of Pasco
1110 Osprey Pointe Blvd
Pasco, Washington 99301

Payments may also be remitted by ACH following the instructions provided by the Port.

E. Year End Adjustments to Concession fees, Rents and Fees.

1. Within ninety (90) days following the end of each year, the Operator shall be required to submit to the Port a statement certified as complete and correct by an independent Certified Public Accountant and prepared in accordance with generally accepted accounting principles, showing the number of Transactions, Transaction Days and the amount of Gross Revenues for the previous year "Certified Statement".

2. In the event the amount of payments made during the preceding year exceeds the total of any payments due for such year, the excess payment shall be credited against the payments for the next year, except that any excess payment during the final year of this Agreement will be returned to the Operator within thirty (30) days after the Port's acceptance of the final Certified Statement described in this Article.

8. FAILURE TO PAY RENT OR FEES

A. No demand for rent or fees need at any time to be given. In the event Operator fails to pay rents, fees, charges or billings as required under the provisions of this Agreement after the payments become due, as described in Article 7 – CONCESSION FEE, RENTS, AND FEES, interest at 18% per annum shall be assessed until fully paid. The implementation of this provision shall not preclude Port from terminating this Agreement for default in the payment of rents, fees or charges, or from enforcing any other provisions contained herein or pursuing any other remedy allowed by law and/or equity.

B. Failure to pay the amounts due or comply with any other of the Operator's financial obligations to the Port under this Agreement, shall entitle the Port to re-enter and take possession of the Premises upon giving the Operator ten (10) days advance written notice of its intent to do so, if said monetary default has not been remedied within said ten (10) day period. However, the Port may extend the time period to correct the default if, in its opinion, due diligence is shown by the Operator in curing the default.

SAMPLE

C. The Port's agents or employees shall not be liable for any civil or criminal claims or cause of action because of entering the premises and improvements at reasonable times and in a reasonable manner to carry out the provisions of this Article.

D. All payments hereunder shall be considered delinquent if not received by the due date. If the due date is a Saturday, Sunday or Federal holiday, that payment shall be delinquent if not received on the following business day.

9. FINANCIAL CONDITIONS

A. Security. During the term of this Agreement, the Port shall require the Operator to deliver (and thereafter maintain current for the entire term of this Agreement) an instrument of security in a form satisfactory to the Port, in its sole discretion, in the amount of twenty-five percent (25%) of the Operator's average Minimum Annual Guarantee for the four (4) year term of this Agreement, in order to secure the performance of all of Operator's obligations under this Agreement, including without limitation, the payment of all the percentages, minimums, fees, charges and costs set out herein. Said security may be in the form of a bond.

B. Records of the Operator. The Operator covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type or operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise satisfactory to the Port for the determination of any CFC, Concession fee, or any other computation which may be necessary or essential in carrying out the terms of this Agreement. In the event the Operator institutes an audit of its own records, the Port reserves the right to receive a copy of said audit. Operator shall keep and maintain for a period of not less than twenty four (24) months after the expiration or termination of this Agreement, true and accurate records, accounts, books and data accounting for all business conducted at PSC. Operator agrees to operate its business at PSC so that a duplicate rental agreement invoice, computer generated, shall be issued with each Transaction, whether for cash or credit.

C. Audit. The Port reserves the right, at the Port's expense, to inspect all of the Operator's financial records for the purpose of verifying Gross Revenues and CFCs. The Port shall give Operator fourteen (14) days written notice of said inspection of records. Further, the Port reserves the right to demand an independent audit conducted in accordance with generally accepted auditing standards of all the Operator's financial records, including, but not limited to, those maintained in Pasco. If, as a result of said audit, it is determined that the Operator has understated the Gross Revenues by three percent (3%) or more per year, the entire expense of said audit shall be borne by the Operator. Any additional percentage fee due shall be paid by the Operator to the Port, with interest thereon at the maximum legal rate allowed or 18% per annum, whichever is greater from the date such additional fees became due which is the day under reporting commenced.

D. All records, accounts, books and data accounting of Operator shall be provided in electronic format.

E. Penalties. Operator recognizes that the Port will incur additional costs if records requested by the Port are not provided in a timely manner and the amount of those costs is difficult to establish with certainty. Consequently, a penalty shall be established as follows:

SAMPLE

1. If Operator has not provided any record requested by the Port within thirty (30) days after said request was submitted to Operator, Operator shall pay the Port One Hundred Dollars ($100) per day until all such records have been provided to Port. The per day penalty will continue to accrue, in addition to interest, at 18% per annum, until all records requested by the Port are satisfied and payment of penalty shall not be offset against any other amount due the Port.

10. SURRENDER OF PREMISES

Upon the expiration and/or termination of this Agreement, Operator shall immediately surrender the Premises to the Port in good condition and repair, ordinary wear and usage excepted; and Operator shall remove all of Operator's personal property, trade fixtures, equipment or improvements removable by prior agreement with the Port from the Premises and shall repair any damage to the Premises caused by such removal. Any personal property of Operator, or anyone claiming under Operator, which shall remain upon the Premises at the expiration or termination of this Agreement shall be deemed to have been abandoned and may be retained by Port as Port's property or disposed of by Port in such manner as Port sees fit without compensation to any party.

11. DAMAGE OR DESTRUCTION

A. Leased Premises.

1. If the Premises, excluding Operator's leasehold improvements or trade fixtures, are partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the Port. The Premises shall be repaired or restored at Port's expense to essentially the same condition as that which existed prior to such damage. In the event such damage is caused by any negligence of the Operator, its officials, agents or employees, it shall be the responsibility of the Operator to pay all loss, damage and costs not covered by any insurance proceeds. Should a portion of the Premises be untenable, not due to any negligence of the Operator, rent for the affected portions of the Premises shall be abated for the period from the occurrence of the damage to the completion of the repairs.

2. If the Premises, excluding Operator's leasehold improvements or trade fixtures, are completely destroyed by fire or other casualty or so damaged as to remain untenable for more than sixty (60) days, the Port shall be under no obligation to repair or reconstruct such Premises. The rent of the affected portions of Premises shall be abated for the period from the date of such occurrence until such space is temporarily replaced with other space sufficient to allow the Operator to operate. The Port shall notify Operator within sixty (60) days of the occurrence of such casualty whether it intends to repair or reconstruct the damaged Premises. If the Port elects to repair or reconstruct, it shall do so with due diligence and at its expense, unless such damage was caused by any negligence of the Operator, its officials, employees, or agents, in which case it shall be the responsibility of the Operator to pay all loss, damage and costs not covered by any insurance proceeds. Should the Port elect not to repair or reconstruct, this Agreement as to the destroyed or damaged Premises shall terminate on the date of notification by the Port as specified in this Article. In such event, the Port agrees to use its best efforts to obtain adequate substitute space for Operator.

B. Other Port Property.

SAMPLE

In the event of damage or destruction of Port property caused by the Operator, its agents, employees, or equipment, Operator agrees to repair, reconstruct, or replace the affected property to essentially the same condition which existed prior to such damage or destruction, to the extent that same is not covered by insurance required under this Agreement. Operator further agrees to cause such repair, reconstruction or replacement of affected property with due diligence.

12. INDEMNITY AND WAIVER OF DAMAGES

A. The Operator shall indemnify, hold harmless and defend the Port, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Operators conduct of business or from any activity or other things done, permitted, or suffered by Operator in, or about the Premises and/or PSC or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Port, their elected and appointed officials, agents and employees, provided that the Port shall give the Operator prompt notice of any such claim or actions made or filed against it.

B. Operator hereby agrees to release and hold harmless the Port, its elected and appointed officials, agents and employees, from any damages to the Operator caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on PSC; and the Operator does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Port, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on PSC. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

C. Operator further agrees to hold the Port, their agents, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Operator's equipment excluding any claims arising out of the sole negligence of the Port, their elected officials, agents and employees.

13. INSURANCE

A. The Operator shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of Washington and carry a Best's rating no lower than A-VII. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be standard commercial~~comprehensive~~ general liability covering all operations of the Operator and shall include, but not be limited to, general commercial~~comprehensive~~ liability; broad form property damage coverage and bodily injury coverage; automobile including owned, non-owned, leased and hired; contractual coverage, including the obligations of Article 12 - INDEMNITY AND WAIVER OF DAMAGES, herein; and independent contractors coverage. The Port, its elected and appointed officials, agents and employees, shall be included as additional insureds with respect to Operator's use of PSC and the Premises which are subject of this Agreement. The Operator shall, promptly after

SAMPLE

execution of this Agreement, furnish to the Port appropriate certificates of insurance evidencing coverage effected and to be maintained for the term of this Agreement. The coverage shall not be less than Five Million Dollars ($5,000,000) combined single limit or split limits equal to and not less than Five Million Dollars ($5,000,000) for bodily injury and property damage with respect to each occurrence. The Operator can meet the coverage requirement using a combination of primary general liability/auto liability and umbrella or excess liability. The Port must be named additional insured on the umbrella or excess policy as well as the primary policy.

B. The Operator shall, at its expense, secure Environmental Liability insurance. This insurance shall be maintained in force for the full period of this Agreement and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury (including death); property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under CERCLA, and Washington MTCA; and defense, including costs and expenses associated with the loss incurred in the investigation, defense, or settlement of claims. ~~If coverage is written on a claims made basis, Operator warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement, and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Agreement has expired.~~ Coverage shall not be less than: $2,000,000 per occurrence~~loss~~. Such environmental insurance shall include the following: Pollutant Clean Up and Removal; Remediation Expense; and Bodily Injury and Property Damage.

C. The insurance policies shall not be subject to cancellation or material change except after notice to the Port at least~~lease~~ thirty (30) days prior to the date of such cancellation or material change. Where any policy(ies) has (have) normal expirations during the term of this Agreement, written notice of renewal shall be furnished to the Port at least thirty (30) days prior to expiration of any policy during the term of this Agreement. Upon written request by the Port, the Operator shall permit the Port to inspect the originals of all applicable policies. The Port, its elected and appointed officials, agents and employees, shall be included as additional insureds with respect to Operator's use of PSC and the Premises which are subject of this Agreement.

~~D. This Article 13 INSURANCE shall be subject to periodic adjustments.~~

14. HAZARDOUS SUBSTANCES

A. The Port shall hold the Operator harmless from any and all costs due to Hazardous Substances that flowed, leached, diffused, migrated, or percolated into, onto, or under the Premises from adjacent properties after the term of the Agreement commences and for any and all costs arising from any contamination of, adverse effects on the environment, or release of Hazardous Substances from the Premises caused by the Port.

B. Operator agrees to indemnify, defend and hold harmless the Port from any and all claims, damages, from or in connection with the presence of Hazardous Substances in or on the Premises caused by the Operator, its agents, employees, contractors or invitees. Without limitation of the foregoing this indemnification shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Operator shall not be responsible for any investigation of the site or any cleanup, removal, or restoration of any contamination (pre-existing or future) not caused by Operator. With

SAMPLE

respect to cleanup of any contamination from any Hazardous Substances on the Premises, Port and Operator agree to work together to approve cleanup criteria and investigation, monitoring and remediation activities for the Premises that comply with all municipal, state, and federal laws, rules and regulations are consistent with (i) commercial/industrial uses at the Premises compatible with current zoning, and (ii) with commercial/industrial redevelopment of the Premises in the future. Port will not unreasonably withhold approval of an institutional control with respect to the Premises, as may be reasonably required by governmental authorities for issuance of no further action, or similar site closure documentation, consistent with this provision.

C. For the purposes of this Agreement, the term "Hazardous Substances" shall be interpreted broadly to include but not be limited to substances (chemicals or waste) designated as hazardous, toxic, or dangerous, including but not limited to petroleum or petroleum containing products, under the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., or the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, et seq. or as may be amended, the Model Toxics Control Act (M.T.C.A.), R.C.W. 70.105D, et seq., and any applicable federal, state, or local law or regulation relating to safety, preservation or protection of human health and the environment ("Environmental Laws").

15. HAZARDOUS SUBSTANCES STORAGE

A. The Operator is solely responsible for taking all steps and actions to remove or remediate any Hazardous Substances or any other environmental contamination on or under the Premises that are a result of the Operator's use or occupancy of the Premises pursuant to Article 14 of this Agreement. The Operator is responsible for the protection of public health and safety and the environment from actual or potential harm and is obligated to ensure that the Premises are in compliance with all Environmental Laws. If any remediation work is required, Operator, at its sole expense, shall perform all work required and provide to the Port for approval, a written plan of action for completing said remediation work.

B. Hazardous Substances.

1. Except for reasonable quantities customarily used and stored in the ordinary course of Operator's business, Operator shall not engage in or allow the generation, use, manufacture, treatment, transportation, or storage of any Hazardous Substance in, on, under, or adjacent to the Premises, except by written permission of the Port.

2. Operator shall not engage in or allow the unlawful release of any Hazardous Substance in, on, under or adjacent to Premises (including air, surface water and ground water on, in, under or adjacent to the property). Operator shall at all times be in compliance with Environmental Laws (and shall cause its employees, agents and contractors to be) with respect to the Premises or any Hazardous Substance and shall handle all Hazardous Substances in compliance with good industry standards and management practices.

3. Operator shall promptly notify the Port and any and all adjacent property tenants, in writing, if Operator has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be released, discharged or disposed of, on, in, under or from the Premises. Operator shall immediately take such action as is necessary to report to governmental agencies as

SAMPLE

required by Environmental Laws and to detain the spread of and remove, to the satisfaction of any governmental agency having jurisdiction, any Hazardous Substances released, discharged or disposed of as the result of or in any way connected with the conduct of Operator's business, and which is now or is hereafter determined to be unlawful or subject to governmentally imposed remedial requirements subject to Article 14.C of this Agreement.

4. Operator shall at all times maintain an employee or consultant familiar with applicable laws and charged with responsibility for Operator's compliance with all applicable laws relating to Hazardous Substances.

16. TAXES

The Operator shall be liable for and pay when due all taxes and assessments of every kind and nature that may arise by virtue of the execution of this Agreement. This obligation shall include, but not be limited to, taxes imposed on the leasehold interest on the Premises, or any part thereof, any improvements at any time situated thereon any personal property of the Operator or any trade fixtures. Operator shall also be responsible for payment of any other statutory tax or other fiscal obligations imposed by applicable local, state or federal laws with respect to Operator's agents, employees, or Operator's property, occupancy of, or other activities on the Premises. Nothing herein shall prevent the Operator from protesting through due process, any taxes levied. Upon any termination of this Agreement, all taxes levied, or a lien upon any said property or taxable interest therein shall be paid in full without proration by the Operator forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between the attachment of the lien and issuance of statement.

17. RIGHTS OF THE PORT

A. Upon providing notice, if possible, the Port reserves the right to inspect the Premises and improvements throughout the term of this Agreement. Unless an emergency or unlawful condition exists which makes reasonable notice impractical, Operator, or Operator's authorized agent shall accompany the Port or its authorized representative(s) in order to inspect the Premises and any improvements thereon. The Port's agents or employees shall not be liable for any civil or criminal claim or cause of action for damage because of entering the Premises or improvements in order to perform its duties under the rights granted by this Agreement.

B. The Port reserves the right to direct, in its sole discretion, all activities of the Operator at PSC in the event of an emergency.

C. The Port reserves the right to direct, at its discretion, Operator's operations in the event that Operator's operations are unreasonably interfering with the use by others of PSC and/or Premises; e.g. to restrict the use of "public" areas of the Terminal Building, and public-access curbs, sidewalks and roadways in favor of the traveling public.

D. The Port reserves the right to further plan, develop, improve, remodel and/or reconfigure PSC, including the Premises and existing vehicle and pedestrian traffic patterns, as the Port deems appropriate without interference or hindrance by the Operator, and the Port shall have no liability hereunder to Operator by reason of any interruption to Operator's operations on the Premises occasioned by such Port activities; provided, however, that the Port shall consult in advance with

SAMPLE

Operator on such changes and if Operator shall be unable to conduct reasonably normal seasonal business operations on the Premises by reason of any such Port activities, then the fees hereunder may be equitably adjusted during the period of such interruption.

E. The Port reserves the right, in its sole discretion, to enter into agreements for the financing or re-financing of PSC and Operator agrees to cooperate in providing information to prospective lenders and in providing estoppel certificates, if so requested.

F. The Port reserves the right to establish and enforce rules and regulations for the conduct of activities and uses permitted herein and also to promulgate Minimum Standards for the conduct of commercial activities related hereto including, without limitation, minimum hours of operation if the Port determines that the needs of the traveling public are not being met.

G. The Port shall not be obligated to, but reserves the right, to permit off-PSC Rental Car companies to operate or conduct business at PSC.

18. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The Premises being leased and rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

A. It is understood and agreed to by Operator that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, et seq., Section 308 of the Federal Aviation Act of 1958 and as amended.

B. During time of war or national emergency, the Port shall have the right to lease the landing area or any part thereof to the United States government for military or naval use and, if such lease agreement is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

C. This Agreement shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Port and the Federal Aviation Administration or any successor federal agency.

D. This Agreement shall be subordinate to the provisions of any existing or future agreement between the United States Government and the Port relative to the use, operation or maintenance of PSC, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of PSC, by the provisions of the Port Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of PSC now or in the future; provided however, that the Port shall, to the extent permitted by law, use its best efforts to cause any such agreement to include provisions protecting and preserving the rights of Operator in and to the Premises and improvements thereon.

19. AGREEMENT SUBORDINATE TO BOND ORDINANCE

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This Agreement and all rights of the Operator hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made or to be made by the Port to secure any bonds authorized by law to be issued for the development or improvement of PSC, and the Port and the Operator agree that the holders of the said Bonds shall possess, enjoy and may exercise all rights of the Port hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Operator and the Port with the terms and provisions of the bond covenants. The Operator agrees to take all action reasonable and necessary to execute any amendment in writing to this Agreement to ensure that the Port remains in compliance with the terms and provisions of the bond covenants for any existing or proposed tax exempt financing for or on behalf of the Port.

20. ADDITIONAL OBLIGATIONS OF OPERATOR

The Operator hereby covenants and agrees:

A. That the Rental Cars used by the Operator at PSC shall be maintained, at the Operator's sole expense, in good, safe and operative order, free from mechanical defects, and in a clean, neat and attractive condition, inside and outside. Operator shall provide a fleet of no fewer than fifty (50) rental cars for rent at the Airport.

B. That the Assigned Premises shall be staffed and operated seven (7) day per week, commencing not less than thirty (30) minutes prior to the first scheduled arriving flight and ending not less than thirty (30) minutes after the last scheduled arriving flight, except as otherwise approved in writing by the Airport. Should the Operator operate more than one concession location in the Terminal Building, Operator is not permitted to close one location and direct customers to its other location. Operator shall adjust their online reservation system to reflect the hours of any published change in airline flight schedules at the Airport, as they are made known to Operator, in order to allow for rentals through those new airline flight arrival and departure times.

Operator's failure to adhere to the operating hours set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, and reduce the amount of rent to be paid to the Port. Operator, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and Operator agrees to pay immediately upon demand by the Port the following amounts as liquidated damages for failure to adhere to the operating hours set forth in this Agreement in any Operations Year. The number of occurrences will reset to zero on January 1 of each Operations Year.

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

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

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

Port's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right or prohibit Port from doing so for subsequent violations. After two (2) violations for failure to adhere to the operating hours in the same calendar year, the Port reserves the

SAMPLE

right, at its sole option, not to impose the liquidated damage and instead seek any other remedies available to it for an event of Default, including termination of this Agreement.

C. That the personnel performing services at PSC shall be neat, clean and courteous. The Operator shall not permit its agents, servants or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business at PSC in any manner whatsoever except through the use of signs as allowed herein.

D. Operator's personnel shall be responsible for the removal of known debris, foreign materials or other hazards in or on the Premises of the Operator.

E. Operator agrees parking of vehicles and equipment by the Operator, its agents, servants, employees or licensees shall be restricted to those areas leased by Operator. Parking of employee personal vehicles is prohibited at all Premises. Operator's employees shall be required to park personal vehicles in Port designated employee lots. Parking of employee vehicles at the Premises or other non-designated areas will result in Operator being assessed a penalty for each violation. Said penalty shall be One Hundred Dollars ($100) per vehicle per day.

F. Operator's personnel performing services at PSC shall not engage in any driving practices on the Premises or PSC that violate speeding or other driving laws and they shall practice safe driving techniques. Operator's personnel that are deemed to have violated any standard driving rules and regulations or who are found to be driving in an unsafe manner may be subject to action from the Port in addition to any action taken by Operator.

G. Operator shall have the right, during the term hereof, at its own expense, at any time and from time to time, to install, maintain, operate, repair and replace any and all trade fixtures, removable structures, and other personal property used from time to time in its operations at PSC, all of which shall be and remain the property of Operator except as herein provided, and may be removed by Operator prior to the expiration of the term of this Agreement, provided, however, that the Operator shall repair any damage to the structures caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute Operator a holdover, but all such property not removed upon termination of the Agreement shall be deemed abandoned and thereupon be the sole property of the Port. Port may reject said trade fixtures or personal property and require Operator to reimburse the Port for the cost to dispose of said fixtures and/or personal property. It is understood, for the purposes of this Article, that the phrase "trade fixtures" shall include but not be limited to any removable structures, signs (electrical or otherwise) used to identify Operator's Premises, equipment, whether or not such machinery or equipment is bolted or otherwise attached to the Premises.

H. In accordance with Port Grant Assurances, Operator shall take appropriate action to protect instrument and visual operations at PSC. Operator shall adequately clear and protect Port operations by removing, lowering, relocating, and marking all lighting hazards on their Premises including shading or adjusting lighting to prevent glare, installation of obstruction lighting as instructed by the Port.

I. That it shall observe and comply with any and all applicable Port, federal, state and local laws, statutes, ordinances, regulations and standards and shall abide by and be subject to all rules and regulations which are now, or may, from time to time, be promulgated by the Port concerning

SAMPLE

management, operation or use of PSC. The Operator shall obtain and keep in force all permits required by law for operation of the Rental Car business.

J. That it shall meet all expenses in connection with its operation at PSC, and the rights and privileges herein granted, including, without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Operator, and that it will secure all such permits and licenses.

K. That it shall not engage in any business or other activity that will intentionally or unintentionally divert business and/or customers from PSC to an off-site office, parking lot, garage, etc., for any purpose whatsoever, including, but not limited to, writing of sales agreements off-PSC premises. If the Port believes, in its sole opinion, that the Operator is engaging in such diversion of business or other activity described hereinabove, it reserves the right to inspect Operator's records, regardless of whether such records pertain to activities at PSC or off-PSC premises. Failure to permit such inspection or rectify any violations provided herein shall be subject to the Port's right as specified in Article 28 – PORT'S RIGHT OF CANCELLATION. In addition, the Port shall have the right to include such business or other activity within the definition of Gross Revenues and the right to recover any amounts lost as a result of any diversion of business from PSC.

L. That it shall comply with the rules and practices as set forth in the current Tri-Cities Airport Security Plan, as may be amended from time to time in the discretion of the Port. Any fines assessed against the Port by the Transportation Security Administration TSA as a result of the Operator's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Operator, its employees or agents will be paid promptly upon demand to the Port by the Operator.

M. The Port shall be the sole and final judge of the quality and the adequacy of the services furnished by the Operator as specified herein. In the event the Port determines that Operator has failed to comply with the requirements hereunder with respect to the quality and adequacy of its services, the Port may, upon thirty (30) days written notice, exercise its right to terminate this Agreement as per Article 28 – PORT'S RIGHT OF CANCELLATION, contained herein. However, the Port may, in its sole discretion, extend the time for compliance if, in its opinion, the Operator is making progress in complying with the requirements of this Agreement.

21. SUBSTITUTION OR PROVISION OF NEW FACILITIES

The Port may build or provide, or cause to be built or provided, new or substitute facilities at PSC. In the event of the construction and occupancy of new or substitute facilities at PSC during the term of this Agreement, the following shall apply:

A. Operator agrees to relocate operations from the Premises to the new or substituted premises and to thereafter conduct its operations therefrom. The new or substituted facilities shall be comparable to the previous facilities or better in terms of size, location and finish, all at the discretion of the Port. In the event the Port requires the move of facilities, the Port will reimburse reasonable actual out-of-pocket costs associated with the relocation as approved in advance subject to a maximum amount established by the Port.

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22. WAIVER OF SUBROGATION

A. The Port and Operator each waive any rights it may have against the other on account of any loss or damage occasioned to Port or Operator, as the case may be, their respective property, the Premises or its contents or to other portions of PSC arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Agreement. Each of the parties hereto, on behalf of their respective insurance companies insuring the property of either the Port or Operator against any such loss, to the extent of any recovery under such insurance, waives any right of subrogation that it may have against the other. Each waiver shall be expressly included in, and shall comply with the requirements of the respective insurance policies. Should either or both of the respective insurance companies assess a charge for such waiver, each party shall pay only for the charges assessed by its respective insurer.

B. Operator further expressly waives any and all claims against the Port, their agents and employees of whatever nature, for any and all loss or damage sustained by the Operator, except loss or damage caused by the sole negligence of the Port, its agents or employees, including interruption of the Operator's business operations, by reason of any defect, deficiency, failure or impairment of the Premises, or any utility service to or in the Premises, including, but not limited to, the water supply system, electrical wires leading to or in the Premises, gas, electric or telephone service, or any other failure which may occur during the term of this Agreement from any cause.

23. UTILITIES, CONSTRUCTION AND MAINTENANCE

A. Port's obligations. The Port shall provide the Operator with the following:

1. Utilities (electricity, natural gas, water and sewer) for the leased counter/office/queuing position, except as hereunder stated; and

2. Security lights, signposts, and maintenance of same for the leased ready/return block.

3. Utilities (electricity, natural gas, water and sewer) for the Consolidated Service Facility (including fueling infrastructure) as well as washer fluid, and general maintenance and repairs.

B. Port shall provide snow removal and deicing of all lanes but not actual ready-return spaces at the Premises. It shall be the responsibility of the Operator to comply with any and all directives necessary to ensure the timely and safe removal of snow and deicing of Premises. Should the Port determine that any additional costs associated with a delay in the snow removal or deicing process is specific to any one particular Operator or Operators, then said Operator or Operators shall be responsible for such additional costs.

C. Operator's obligations. The Operator shall be responsible for providing the following:

1. All items not provided by the Port in Paragraph A of this Article;

2. Maintenance and janitorial of office space.

SAMPLE

3. Maintenance of ready/return stalls, to include wheel stops if provided and signs.

4. Operator is responsible for all communication and computer services required to operate its Rental Car business.

D. Neither party shall be liable to each other, or any other person, for any interruption of failure in the supply of any utility service to the Premises. In the event of interruption of utility services to the Premises, the Operator and the Port shall take immediate action to restore such utility services as rapidly as possible to avoid unnecessary interruption of the Operator's business operations.

24. ALTERATIONS AND IMPROVEMENTS

A. All repairs made by the Operator or on its behalf shall be of high quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by Port, Federal, State or local authority having jurisdiction over the work in or to the Operator's Premises.

B. No signage, improvements, structures, alterations or additions shall be made in, to or upon the Premises without the prior written consent of the Port. Operator shall submit requests for signage, improvements, alterations or additions through a written request to the Airport Director. All such improvements, structures, alterations, additions and work shall be in accordance with any conditions relating thereto then stated in writing by the Port.

C. Inside storage of material is required. Outside storage is not permitted. There shall be no outside storage of junk, salvage vehicle parts, non-operational equipment, unused or damaged equipment or material, solid waste or debris.

D. The installation of any type of fencing is prohibited on the Premises.

E. Upon providing notice, if possible, the Port or its duly appointed representatives shall have the right to enter the Operator's Premises to:

1. Inspect the Premises during the Operator's regular business hours or at any time in case of emergency to determine whether the Operator has complied with and is complying with the terms and conditions of this Agreement and other enumerated and health/operational standards. The Port may, at its discretion, require the Operator to effect repairs at the Operator's own cost.

2. Perform any and all things which the Operator is obligated to perform and has failed after reasonable written notice to perform, including: maintenance, repairs and replacements to the Operator's Premises or to respond to any public health or safety emergency. Notwithstanding the above, in the event of an emergency condition, the Port or its duly appointed representatives shall have the right to enter the Operator's Premises to perform maintenance repair or replacement.

3. Undertake the maintenance, repair or replacements requested by the Port if the Operator refuses or neglects to make any repairs necessitated by the negligent acts or omissions of the Operator, its employees, agents, servants or licensees. The Port shall have the right to make such repairs on behalf of and for the Operator if Operator has not commenced such repairs with five (5) days after written notice by the Port. Such work shall be paid for by the Operator within ten (10) days

SAMPLE

following demand by the Port for said payment at the Port's standard rates plus any administrative costs.

F. Operator will be responsible for the adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of the Operator's operations at Premises in a manner and area designated by the Port. The Operator agrees to provide and use suitable closed receptacles for all garbage, trash and other refuse in its Premises. Piling of boxes, cartons, barrels or similar items shall not be permitted in open areas. Outside storage is prohibited.

G. Any improvements and alterations to the Premises thereon with respect to which the Port has given its written consent, shall be done at Operator's sole cost and expense and Operator shall not cause or permit any statutory claims or liens to be filed against the Premises or against the buildings or other improvements thereon by reason thereof and hereby does indemnify the Port against all costs and liabilities arising from such claims or liens filed as a result of Operator's activities.

H. Any such improvements or alterations to the Premises made by Operator shall become the property of the Port upon the termination of this Agreement and shall be surrendered with the Premises and as a part thereof, unless otherwise agreed upon in writing between the Port and the Operator.

25. ADVERTISING AND SIGNAGE

A. Operator shall have the right, at its own expense to install and maintain signs for the purpose of identification and advertising. Prior to installation of all signage, the Operator shall submit plans and obtain written approval of the Port or its designee. The right to install identification signs or other advertising devices for information to its customers shall be at a location, in the number and type, size and design approved in writing by the Port. In the event the signs are removed and not replaced, Operator shall repair the area to its normal appearance. To the extent that Operator uses any electronic medium for identification and/or advertising which includes any reference to Operator's relationship with the Port, Port shall have the right to review and approve the same.

B. All signs shall be repaired or replaced by Operator as they fade, peel, or generally deteriorate. Internal or external sign lighting shall be maintained by Operator with any burned-out fixtures replaced promptly. Signs which are no longer appropriate due to a change of tenant shall be removed immediately by Operator prior to leaving.

C. Operator shall not install any exterior lighting, shades or awnings or any exterior decorations or paintings, or build any fences or make any change to the exterior portions of the Premises without Port's consent.

26. OPERATOR'S PERSONAL PROPERTY/TRADEMARKS

A. All personal property, equipment, furnishings, decorations and trade fixtures placed upon the Premises by Operator shall be at Operator's sole risk, and the Port shall not be liable for damage to or loss of such personal property or trade fixtures arising from the acts or omissions of any person or from any causes whatsoever.

B. Operator represents that it is (and will be for the entire term hereof) the owner of or fully authorized to use any and all services, processes, machines, articles, trade names, trademarks,

SAMPLE

logos or slogans to be used by it in its operation under or in any way connected with this Agreement. Operator agrees to save and hold the Port, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit, demand or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claims arising out of the operations of Operator under or in any way connected with this Agreement.

27. PORT'S RIGHT OF CANCELLATION

In addition to any conditions as specified herein and all other remedies available to the Port, this Agreement shall be subject to cancellation by the Port should any one or more of the following occur:

A. If the Operator shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy shall be instituted against the Operator and Operator is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Operator and its assets pursuant to proceeding brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for the Operator's assets is appointed, or if the Operator shall be divested of its rights, powers and privileges under this Agreement by other operation of law and such proceeding is not dismissed within sixty (60) days of filing.

B. If the Operator shall vacate, abandon or discontinue for thirty (30) consecutive days the conduct and operation of its Rental Car operation, except when such abandonment be caused by fire, earthquake, war, strike or other calamity beyond Operator's control.

C. If the Operator shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Agreement, or the Port has a reasonable basis to believe the Operator will fail in the same, or the Operator engages in conduct or activity detrimental to the operations of the Port, provided that upon the happening of any contingency recited in this Article or a reasonable basis to believe any such contingency will happen, the Operator shall be given written notice to correct or cure such default, failure to perform or breach. If, within sixty (60)~~thirty (30)~~ days from the date of such notice, the default, breach or complaint shall not have been corrected in a manner satisfactory to the Port, then and in such event, this Agreement and all of Operator's rights under this Agreement shall automatically terminate. The Port shall extend the time period to correct the default, if, in its sole opinion, due diligence is shown by the Operator in curing the default.

D. The discovery by the Port that any financial or background information or statement provided to the Port by the Operator, or any agent, representative, successor, grantee, or assign of the Operator, was materially false.

If under any of the foregoing provisions of this Article the Port shall have the right to re-enter and take possession of the Premises, the Port may enter and eject the Operator and those claiming through or under it and remove its property and effects (using force, if necessary) without being guilty of any manner of trespass; without any liability therefore; without prejudice to any remedies of the Port in the event of default by the Operator; and without liability for any interruption of the conduct of the affairs of Operator or those claiming through or under it.

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28. OPERATOR'S RIGHT OF CANCELLATION

In addition to all other remedies available to the Operator, this Agreement shall be subject to cancellation by Operator should any one or more of the following occur:

A. The permanent abandonment of PSC.

B. The issuance of any order, rule or regulation by the Federal Aviation Administration or its successor federal agency, or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of PSC for scheduled air transportation.

C. The breach by the Port of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the Port and the failure to remedy such breach for a period of sixty (60) days after written notice from Operator of the existence of such breach.

D. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of PSC and its facilities in such manner as to substantially restrict the Operator from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

29. OPERATOR'S RIGHT OF ABATEMENT

In any calendar year where the total deplanements at the Airport decline by 15% or more as compared to the prior calendar year, the Operator's MAG for such year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Port reasonably determines during any calendar year that a MAG reduction is likely, the Port may waive the Operator's obligations to remit the monthly 1/12th MAG installment payments for any period of time the Port deems appropriate in its sole discretion, but Operator shall continue to remit the Percentage Concession Fee each month regardless.

30. REPLACEMENT OPERATOR

Port reserves the right to replace, through proposal procedure, or through negotiation, a vehicle rental Operator, if this Agreement is terminated prior to the end of its term, upon the same terms and conditions as exist in this Agreement, including the same termination date.

31. ASSIGNMENT AND SUBLETTING

A. The Operator shall not assign, sublet or transfer this Agreement or any interest herein, nor shall this Agreement, nor any interest therein, be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of the Port. Such consent shall provide that the assignment, transfer or subletting is in compliance with this Agreement and that any increase in rent, above and beyond the rent in this Agreement, on a per square foot per annum basis, or any increase in minimum guarantee, resulting from such action, is paid to the Port, and provided further that any assignee shall possess sufficient experience financial security to ensure compliance with all of the terms and conditions of this Agreement.

SAMPLE

B. Subject to all other provisions of this Agreement, including Paragraph A of this Article, and subject to prior approval by the Port, it is expressly agreed and understood that any and all obligations of Operator hereunder may be fulfilled or discharged either by Operator or by a member of Operator's system, duly appointed thereto by Operator and that any and all privileges of every kind granted Operator hereunder may extend to and be enjoyed by such Operator so appointed; provided, however, that notwithstanding the method of operation employed by Operator hereunder, Operator shall continue always to remain directly liable to the Port for the performance of all terms and conditions of this Agreement.

32. SEVERABILITY

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

33. LEGAL CLAIMS AND ATTORNEY FEES

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Operator's operation at PSC. The Port and Operator shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Operator is an independent contractor in every respect, and not the agent of the Port.

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Operator, this Agreement or the breach of any covenant or condition of this Agreement, or for the restitution of the Premises to the Port and/or eviction of Operator during the term of this Agreement, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Port by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in the Tri-Cities Area of Washington State.

34. ARBITRATION

In the event of any failure by the Port and the Operator to agree to any adjustment in the rental rate of this Agreement, the disagreement shall be resolved by three (3) arbitrators. After notice by either party requesting arbitration, within ten (10) days, one arbitrator shall be appointed by each party. Notice of the appointment shall be given by each party to the other when made. The arbitrators shall immediately choose a third arbitrator to act with them. If they fail to select a third arbitrator, on application by either party, the third arbitrator shall be appointed pursuant to the laws of the State of Washington. Each party shall bear the expense of its own appointed arbitrator and shall bear all other expenses equally. Said arbitration shall take place in Pasco, Washington, and shall be binding on both parties.

35. APPROVAL OR DIRECTION BY PORT

SAMPLE

Wherever consent, approval or direction by the Port is required under this Agreement, such consent, approval or direction by the Port shall be effective if given by the Port's Airport Director or his designee in the manner set forth in this Agreement.

36. PERFORMANCE BY PORT

If the Operator should fail to do anything required to be done under the terms and conditions of this Agreement, except for the payment of rents, fees or charges, the Port may, at its sole option and after giving written notice to the Operator, perform such act on behalf of the Operator. Upon notification to the Operator of the cost thereof by the Port the Operator shall promptly pay the Port the amount due.

37. LIENS OR ENCUMBRANCES

Operator agrees that it shall pay, or cause to be paid, all costs and expenses for work done, materials delivered and professional services provided to the Premises for improvements done at Operator's request, during the leasehold term for improvement to the Premises. Operator shall keep the Premises free and clear of all mechanic's or materialmen's liens or any other liens on account of any work done on the Premises at Operator's request. Operator agrees to and shall indemnify, and hold the Port free from and harmless against all liability, loss, damage, cost, attorney's fees and all other expenses on account of claims of lien of laborers or materialmen, or others, for work performed or materials or supplies furnished to Operator for use on the Premises. Port may require lien releases as a condition of approval.

38. CIVIL RIGHTS

A. Civil Rights. In all its activities within the scope of its airport program, the Operator agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be exclude from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Operator and any subcontractors from the bid solicitation period through the completion of the agreement. If the Operator transfers its obligation to another, the transferee is obligated in the same manner as the Operator. The above provision obligates the Operator for the period during which the property is owned, used or possessed by the Operator and the airport remains obligated to the Federal Aviation Administration.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the "Operator") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

SAMPLE

- 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);
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs and activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

C. The Port in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 stat. 252, 42 U.S.C. § 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it has and will affirmatively ensure that in any contract entered into, and that in this agreement, all operators were and will be afforded full opportunity to submit bids in response to the invitation for the agreement and future invitations and were not and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for this award or any future awards.

D. Compliance with Nondiscrimination Requirements. During the performance of this agreement, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the "Operator"), agrees as follows:

1. Compliance with Regulations. The Operator (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The Operator, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Operator will not participate directly or indirectly in the discrimination

SAMPLE

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 including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Operator of the operator's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports. The Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of an operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to the Port or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of an Operator's noncompliance with the non-discrimination provisions of this contract, the Port will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Operator under the contract until the Operator complies if applicable; and/or

b. Cancelling, terminating, or suspending a contract or agreement, in whole or in part.

6. Incorporation of Provisions. The Operator will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issues pursuant thereto. The Operator will take action with respect to an subcontract or procurement as the Port or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Operator may request the Port to enter into any litigation to protect the interests of the Port. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

E. Clauses for Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

1. The Operator for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

SAMPLE

a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Operator will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Port of Pasco will have the right to terminate the agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the agreement had never been made or issued.

3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Port of Pasco will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Port of Pasco and its assigns.

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

1. The Operator for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Operator will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

2. With respect to the agreement, in the event of breach of any of the above Non-discrimination covenants, Port of Pasco will have the right to terminate the agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Port of Pasco will there upon revert to and vest in and become the absolute property of Port of Pasco and its assigns.

39. PRIOR AND COLLATERAL AGREEMENTS

This Agreement shall constitute the entire Agreement between the parties and no other stipulation, agreement or understanding, written or oral, expressed or implied of the parties hereto or

SAMPLE

their agents, relating to the Agreement and use of the Premises demised herein, shall limit or modify its terms.

40. SUBMISSION OF AGREEMENT

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of or option for leasing the Premises. This document shall become effective and binding only upon execution and delivery hereof by the Port and Operator. No act or omission of any officer, employee or agent of the Port shall alter, change or modify any of the provisions hereof.

41. RELATIONSHIP OF THE PORT AND OPERATOR

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement nor any acts of Operator and the Port shall be deemed to create any relationship other than that of Operator and the Port.

42. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Port to any act by Operator requiring Port's consent shall not be deemed to waive consent to any subsequent similar act by Operator.

43. SURVIVAL OF INDEMNITIES

All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Operator shall, at the Port's option, defend the Port at Operator's expense by counsel satisfactory to the Port.

44. DEFAULT

If Operator should, after notice, fail to remedy any default (A) in the payment of any sum due under this Agreement for ten (10) days or (B) in the keeping of any other term, covenant or condition herein with all dispatch, not exceeding thirty (30) days, then at its option, in addition to and not exclusive of any other remedy, the Port may have by operation of law, without any further demand or notice, enter the Premises and evict all persons therefrom, using all necessary force to do so, and either (AA) declare this Agreement at an end, in which event Operator shall immediately pay the Port a sum of money equal to the amount, if any, by which the then cash value of the rent reserved hereunder for the balance of the term of this Agreement exceeds the then cash rental value of the Premises for the balance of said term, or (BB) without terminating this Agreement, may re-let the Premises, or any part thereof, as the agent and for the account of Operator, upon such terms and conditions as the Port may deem advisable. In the event the Port re-lets the Premises, the Operator shall be obligated to pay, in addition to the deficiencies in the lease rent and the re-letting rent amount, all necessary renovation and alteration costs and expenses, attorney's fees, and real estate commissions. Said necessary renovations and alterations, attorneys' fees, and real estate commissions paid shall be deemed additional rent due and owing by the Operator. The Port shall apply all rents collected upon re-letting toward payment of all sums due or to become due to the Port. Thereafter, if the rents collected upon re-letting are

SAMPLE

insufficient to pay the original rental rate and the additional rent due and owing as described above, the Port may, at any time during the Agreement, but in no event later than six years, bring an action in the Superior Court of the County of Franklin for any deficiencies due and owing to the Port as a result of the Operator's default under the terms and conditions of this Agreement.

45. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY

This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for the Eastern District of Washington or the Franklin County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

46. HOLDOVER POSSESSION OF PREMISES BY OPERATOR

Any holding over at the expiration or termination of the term of this Agreement, with or without the consent of the Port, shall constitute a tenancy from month to month. The month to month tenancy shall be subject to all other terms and conditions of this Agreement with the exception of rents, charges and fees; which shall be determined solely by the Port.

47. NOTICES

All payments, demands and notices required herein shall be deemed to be properly served if hand delivered or if sent by certified or registered mail, postage prepaid, to the last address previously furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

PORT: Airport Director
Port of Pasco
1110 Osprey Point Blvd
Pasco, WA 99301

OPERATOR:

The date of service of such notice shall be the date such notice is deposited in a post office of the United States Postal Service.

48. TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

49. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Agreement.

SAMPLE

50. AUTHORITY OF OPERATOR'S REPRESENTATIVE

As an inducement to the Port to execute this Agreement, the undersigned representative of Operator represents that he/she is expressly authorized to execute this Agreement and to bind Operator to the terms and conditions hereof and acknowledges that the Port is relying upon this representation, authorization and execution.

51. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (ACDBE)

The Port strictly prohibits all unlawful discrimination and preferential treatment in contracting, subcontracting and purchasing, including any Agreements, or any subcontracting or purchasing under said Agreements. Additionally, this Agreement is subject to the requirements of the U.S. Department of Transportation's regulation, 49 Code of Federal Regulations Part 23. Operator shall comply with the Port's Non-Discrimination Policy and the ACDBE rules and shall not discriminate against any business owner because of the owner's race, color, religion, national origin, ancestry, age physical or mental disability, or marital status in connection with its performance under this Agreement. The Operator shall cooperate with the Port in the Port's policies to ensure that contracting, subcontracting and purchasing opportunities available under this Agreement are accessible and available to all qualified business owners, including Airport Concession Disadvantaged Business Enterprises. Operator acknowledges that the Port is required to develop and obtain approval of the Federal Aviation Administration of an ACDBE plan and Operator agrees to comply with any applicable provisions of an ACDBE plan approved by the FAA and adopted by the Port and Operator shall comply fully with the reporting provisions.

This Agreement is subject to a contract goal for ACDBE participation as per 49 CFR Part 23. The current contract goal is set at zero in accordance with the Department of Transportation's Frequently Asked Questions dated December 1, 2025. The contract goal may change commensurate with updated Federal regulations.

52. ACDBE REPORTING REQUIREMENTS

Operator shall comply with the Port's Non-Discrimination Policy and the FAA's ACDBE Regulations and shall not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with its performance under this Agreement, use of premises, subleasing, or purchasing. The Operator shall cooperate with the Port in the Port's program of recruiting, training, providing technical assistance and supportive services to ensure that contracting, subcontracting and purchasing opportunities available under this Agreement are accessible and available to all qualified business owners, including ACDBEs, as defined in the FAA's ACDBE Regulations. In accordance with the DOT Frequently Asked Questions dated December 1, 2025, recipients are not required to submit reports until a new goal has been established following completion of the reevaluation process. Therefore, the Port does not intend to require ACDBE reporting from operators until such time as a goal has been established.

At such time an ACDBE goal is establish and reporting requirements resume, the Operator agrees as follows:

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1. Operator agrees that within ninety (90) days after the expiration of each Federal Fiscal Year, during the term of the agreement, it will provide a report to the Port, in the form acceptable to the Port, describing the total dollar amount of its purchases of goods and services during the Federal Fiscal Year from all vendors, the gross revenue, the fleet purchase allocation, the total number of fleet purchase vendors and the total number of non-fleet purchase vendors. The purchases from ACDBE firms must be listed to include the amount of purchases from ACDBE certified firms, the type of good or service being purchased from ACDBE certified firms, the name, address, and contact information of the certified firm, the type of certification, whether the firm is certified in the State of Washington as an ACDBE firm, the type of minority and the percentage of total purchases that the certified ACDBE purchases represent. Should the Operator fail to achieve the established goal, the Operator shall submit to the Airport proof of good faith efforts to meet the ACDBE goal and a completed Shortfall and Corrective Action Plan letter.

Operators shall provide any information necessary to complete the FAA reporting requirements with regard to the FAA ACDBE program, including the developing, establishing, meeting and monitoring of the ACDBE goal for car rental companies. Failure to submit the required report by the due date may result in the assessment of a late fee of One Hundred Dollars ($100) per day from the date the report was due to the date the report was received by the Port.

2. The Operator's breach of any obligation under Paragraphs (1) or (2) of this Article shall be a default by Operator under the Agreement and shall entitle the Port to exercise all of its contractual and legal remedies, including termination of this or any other Agreement with Operator.

IN WITNESS WHEREOF, the parties or their authorized representatives have signed the Rental Car Concession and Lease Agreement the day and year first above written.

BY:_____

ITS:_____

PORT OF PASCO

BY:_____

SAMPLE

PORT OF PASCO ACKNOWLEDGMENT

State of Washington)
:ss
County of Franklin)

On this _____ day of _____, 20____, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the President of the Board of Commissioners of the Port of Pasco, the municipal corporation that executed the within and foregoing instrument, and acknowledged that said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that _____ is authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

_____
Printed Name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

SAMPLE

EXHIBIT A – TERMINAL BUILDING AREA – COUNTER/OFFICE/QUEUING

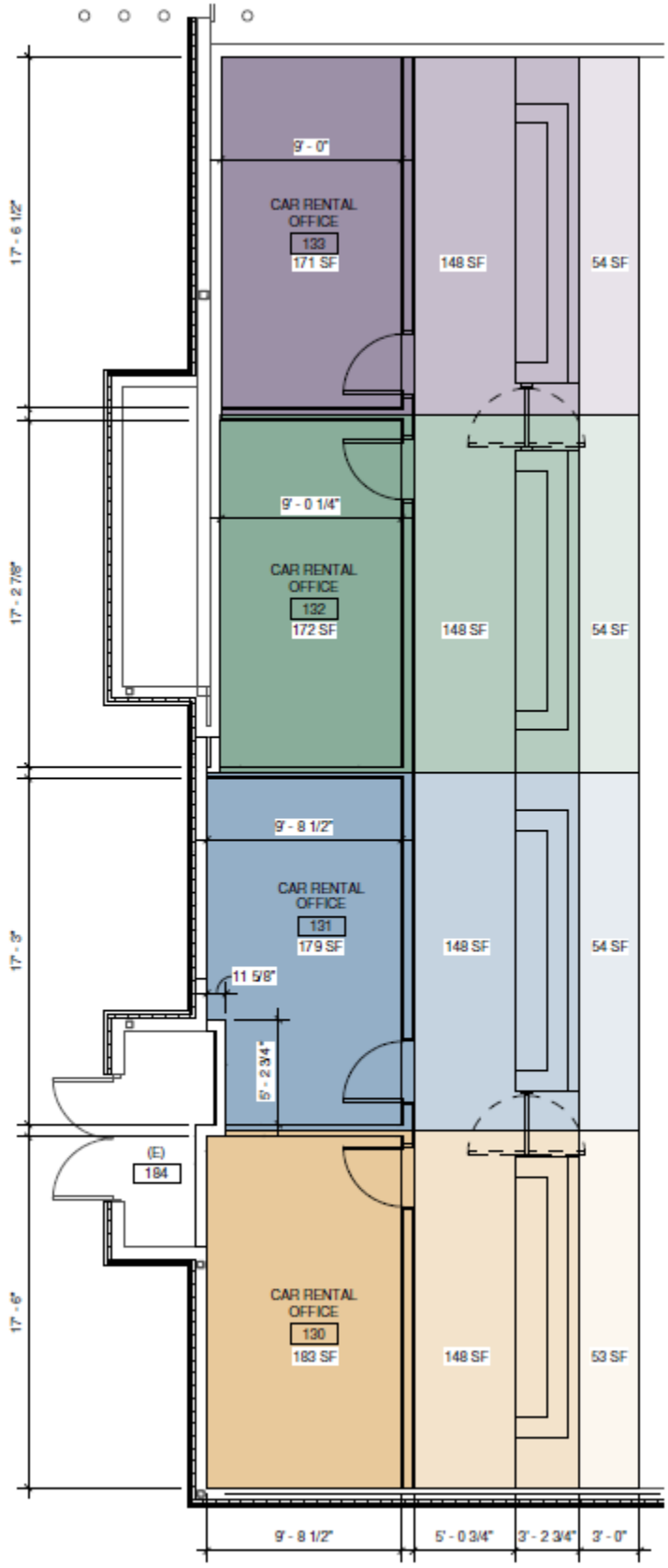


EXHIBIT B – RENTAL CAR READY/RETURN AREA

SAMPLE

EXHIBIT C – SERVICE BAY AND FUELING LANE

SAMPLE

EXHIBIT D – OVERFLOW VEHICLE STORAGE BLOCK

SAMPLE

EXHIBIT E – SAMPLE MONTHLY REPORTING FORM

TRI-CITIES AIRPORT (PSC)
RENTAL CAR MONTHLY REPORT OF GROSS REVENUES

FOR THE MONTH OF _____

OPERATOR _____

BRAND _____

Gross Revenue:	
Time and Mileage	$
Fuel	$
Insurance	$
Ancillary Charges (GPS, Car Seats, Etc.)	$
Airport Recoup Fee	$
Miscellaneous	$
Less: Refunds, Discounts, Coupons, Other credits	$
Subtotal	$
Privilege Fee Due - 10%	$
Less: Monthly Guarantee paid 1st of month:	$
Privilege Fee Balance Due (1)	**$**
Total Number of Rental Contracts	
Total Number of Rental Days	
CFC Due (2)	**$**
Amount Due with this Report (1) + (2)	$

Operator Official Signing and Certifying accuracy of information on this report:

Signature _____

Typed Name & Title _____

Date Signed _____

Phone Number: _____

Email Address: _____

REMIT THIS FORM AND PAYMENT TO: **PORT OF PASCO**
1110 OSPREY POINTE BLVD
PASCO, WASHINGTON 99301

SAMPLE

TRI-CITIES AIRPORT (PSC)
RENTAL CAR MONTHLY REPORT OF GROSS REVENUES

FOR THE MONTH OF _____

OPERATOR _____

BRAND _____

Gross Revenue:	
Time and Mileage	$
Fuel	$
Insurance	$
Ancillary Charges (GPS, Car Seats, Etc.)	$
Airport Recoup Fee	$
Miscellaneous	$
Less: Refunds, Discounts, Coupons, Other credits	$
Subtotal	$
Concession Fee Due - 10%	$
Less: Monthly Guarantee paid 1st of month:	$
Concession Fee Balance Due (1)	**$**
Total Number of Rental Contracts	
Total Number of Rental Days	
CFC Due (2)	**$**
Amount Due with this Report (1) + (2)	$

Operator Official Signing and Certifying accuracy of information on this report:

Signature _____

Typed Name & Title _____

Date Signed _____

Phone Number: _____

Email Address: _____

REMIT THIS FORM AND PAYMENT TO:

PORT OF PASCO
1110 OSPREY POINTE BLVD
PASCO, WASHINGTON 99301

SAMPLE

REVISED RAC RFP - EXHIBIT G

Pre-Proposal Meeting Attendees 9/17/2026

Name	Company	email
Buck Taft	PSC	bucktaft@portofpasco.org
Donna Watts	PSC	dwatts@portofpasco.org
Tara White	PSC	taraw@portofpasco.org
Lynn Leibowitz	L-H	lynnl@leibowitz-horton.com
Monica Weddle	L-H	monicaw@leibowitz-horton.com
Robert Hunsinger	EM	robert.l.hunsinger@em.com
Matthew Mackay	EM	matthew.d.mackay@em.com
Coe Bockmier	EM	coe.bockmier@em.com
Nick Dowen	EM	nicholas.a.dowen@em.com
Hadrien Boulch	Avis-Budget	hadrien.boulch@avis.budget.com
Aaron Schwarzkopf	Avis-Budget	aaron.schwarzkopf@avis.budget.com
Bill Kiesgen	Avis-Budget	bill.kiesgen@avis.budget.com
Joel Williams	Overland West	jtwilliams@overlandwest.com
Kim Woodahl	Overland West	kwoodahl@overlandwest.com
Dan Slagle	Overland West	dslagle@overlandwest.com
Barbara Lam Hales	Overland West	barbara@overlandwest.com
Steve Jones	Overland West	sjones@overlandwest.com

RESOLUTION NO. 1334

A RESOLUTION AUTHORIZING IMPLEMENTATION OF A PRIVILEGE FEE FOR NON TENANT RENTAL CAR COMPANIES PICKING UP CUSTOMERS AT THE TRI-CITIES AIRPORT

WHEREAS, The Port of Pasco operates, maintains and develops the Tri-Cities Airport, in part with federal grants, state grants, passenger facility charges and user fees; and

WHEREAS, Off-Airport, non-tenant motor vehicles rental services at the Airports are authorized at the Airport for the accommodation of passengers arriving and departing from the Airports and non tenant providers rent motor vehicles to the general public, from a location or locations based off the Airports; and

WHEREAS, Off- Airport non- tenant, and On-Airport tenant rental car companies constitute separate and distinct classes of business operations at the Airport; which should be regulated as necessary to ensure efficient Airport operation for the protection of the health, safety and welfare of the public; and

WHEREAS, The opportunity to enter into On-Airport rental car concessions at the Airport is the subject of public proposals open to experienced rental car operators; and

WHEREAS, As the recipient of Federal Aviation Administration grants, the Port of Pasco is subject to policies which require it to establish a fee structure that will make the Airports as self-sustaining as possible under the circumstances; and

WHEREAS, The Port of Pasco desires to establish fees to be collected from Off-Airport non -tenant rental car companies(Providers) picking up passengers to provide motor vehicles for rent in order to offset the costs of operation of the Airport and in establishing and implementing the fee the providers of services using the Airport should contribute toward the achievement of financial self sufficiency at the Airport; now therefore,

NOW THEREFORE, BE IT RESOLVED BY THE PORT OF PASCO PORT COMMISSION, THAT:

The Port of Pasco through the Director of Airports establishes, effective beginning on October 1, 2012, a Off -Airport Privilege Fee of ten-percent (10%) of Providers gross revenue, as defined below, for all revenue related to customers picked up at the Tri-Cities Airport.

The term "gross revenues" is defined as all fees and charges to customers for the rental of motor vehicles and all other activities and services performed in connection with its rental car business for passengers at the Tri-Cities Airport including business conducted at the Fixed Base Operator (FBO) or within a three (3) mile radius of the Airport (including but not limited to reservations made through travel agencies and reservations made by telephone, on-line reservations, facsimile, telegraph and other means of communications, and including but not limited to all base, time and mileage fees and charges from customers picked up at the Airports, plus all premiums and other fees and charges (regardless of how they may be denominated) for personal accident insurance coverage, personal effects insurance coverage, personal effects protection insurance coverage, liability insurance supplement, additional liability insurance coverage, and all other types and kinds of insurance coverages and policies (regardless of how they are denominated, regardless of the parties covered, and regardless of the risks insured against), plus all sums for insurance waivers, collision damage waivers, and loss damage waivers, whether cash or credit, and whether collected or uncollected, plus all sums or other fees and charges provider receives, or is entitled to receive, for refueling motor vehicles rented to customers, plus all sums or other fees and charges Provider

receives, or is entitled to receive, for the rental of any optional equipment such as cell phones, GPS devices, luggage or ski racks and infant seats plus all sums or other fees and charges provider receives, or is entitled to receive, for additional drivers. Provided, however, that gross revenues shall not include (a) federal, state or municipal sales tax separately stated and collected from customers by the Provider, whether now or hereinafter levied or imposed separately stated on the rental agreement and collected from customers of Provider; or (b) any sums collected as Customer Facility Charges (CFC).

Gross Revenues shall be deemed received at the time the Lease or service transaction occurs, giving rise to Provider's right to collect said monies, regardless of whether said transaction was conducted in person, by telephone or by mail, whether the transaction was for cash or credit, and if for credit, regardless of whether the Provider ultimately collects the monies owed for said transaction from the customer involved. Gross Revenues are amounts which Provider receives or is entitled to receive, either initially or by amendment, whichever is greater.

For purposes of Gross Revenue determination, revenue shall be deemed to have been related to customers picked up at the Airport if the customer arrived at either Airport within a twenty- four (24) hour period immediately preceding the rental, even though the customer arrived at the providers location on their own or the motor vehicle is dropped off by the customer elsewhere.

That on or before the 20th day of each month provider shall provide to the Port of Pasco the fee. Said payment shall be made to the Airport Administrator's office. At the same time Provider makes such payment, it shall provide the Port of Pasco with a statement showing the amount of gross revenue related to passengers picked up at the Airport. If any fee is not paid within the calendar month of the due date, provider shall pay a late charge equal to one and one-half (11/2 %) per month of the unpaid balance, accruing from the due date until paid.

That the Port's Director of Finance and Administrator is authorized to establish and implement the procedures necessary for the collection of these fees.

That this resolution shall take effect immediately upon execution, and the Off - Airport Privilege Fee referenced herein shall be collected commencing October 1, 2012.

ADOPTED by the Port of Pasco Commission this 9th day of August, 2012

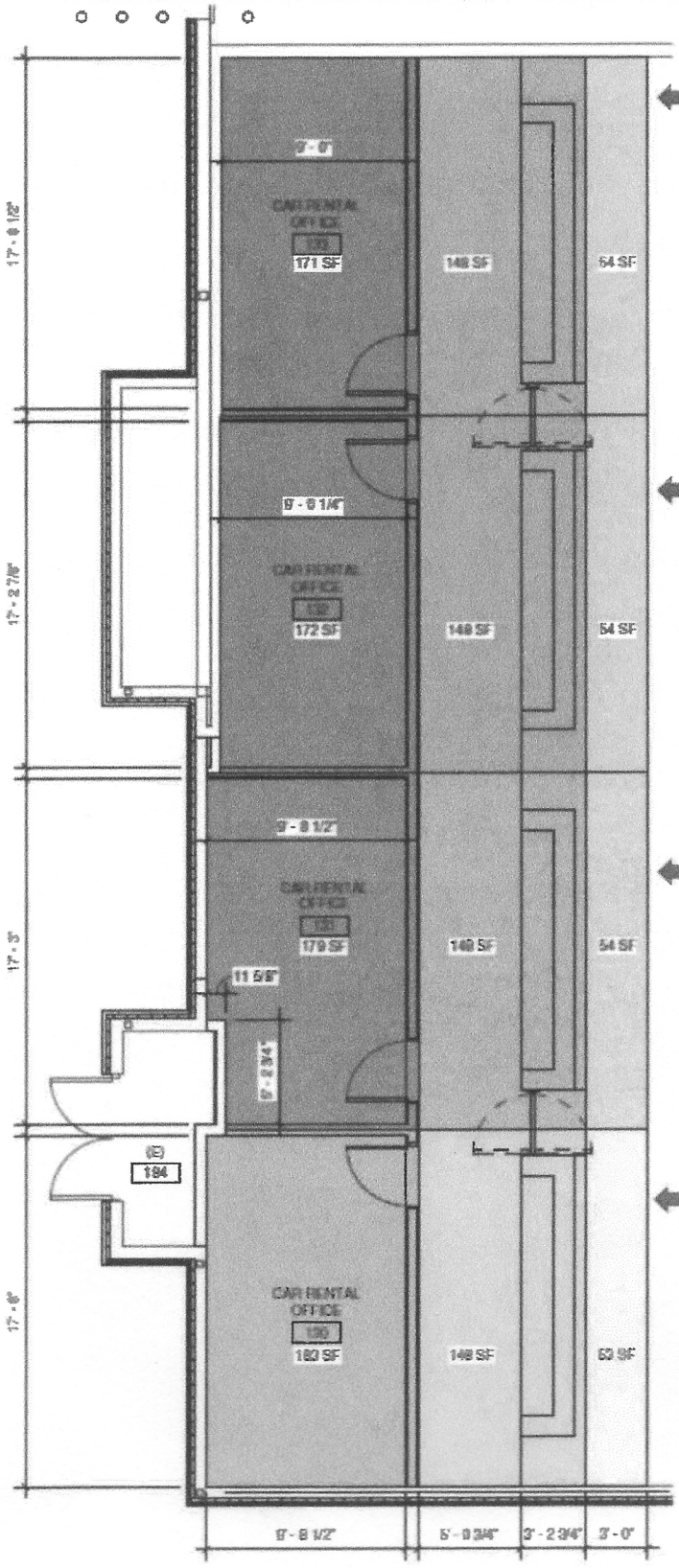
PORT OF PASCO COMMISSION

James T. Klindworth, President

Jean Ryckman, Vice President

Ronald P. Reimann, Secretary

EXHIBIT A – TERMINAL BUILDING AREA – COUNTER/OFFICE/QUEUING



Selected By:

EAN Holdings, LLC - Enterprise

Operator

Signed 11/20/21 Date

Selected By:

EAN Holdings, LLC – National/Alamo

Operator

Signed 10/26/21 Date

Selected By:

Avis Budget Car Rental, LLC – Avis/Budget

Operator

Signed 10/26/21 Date

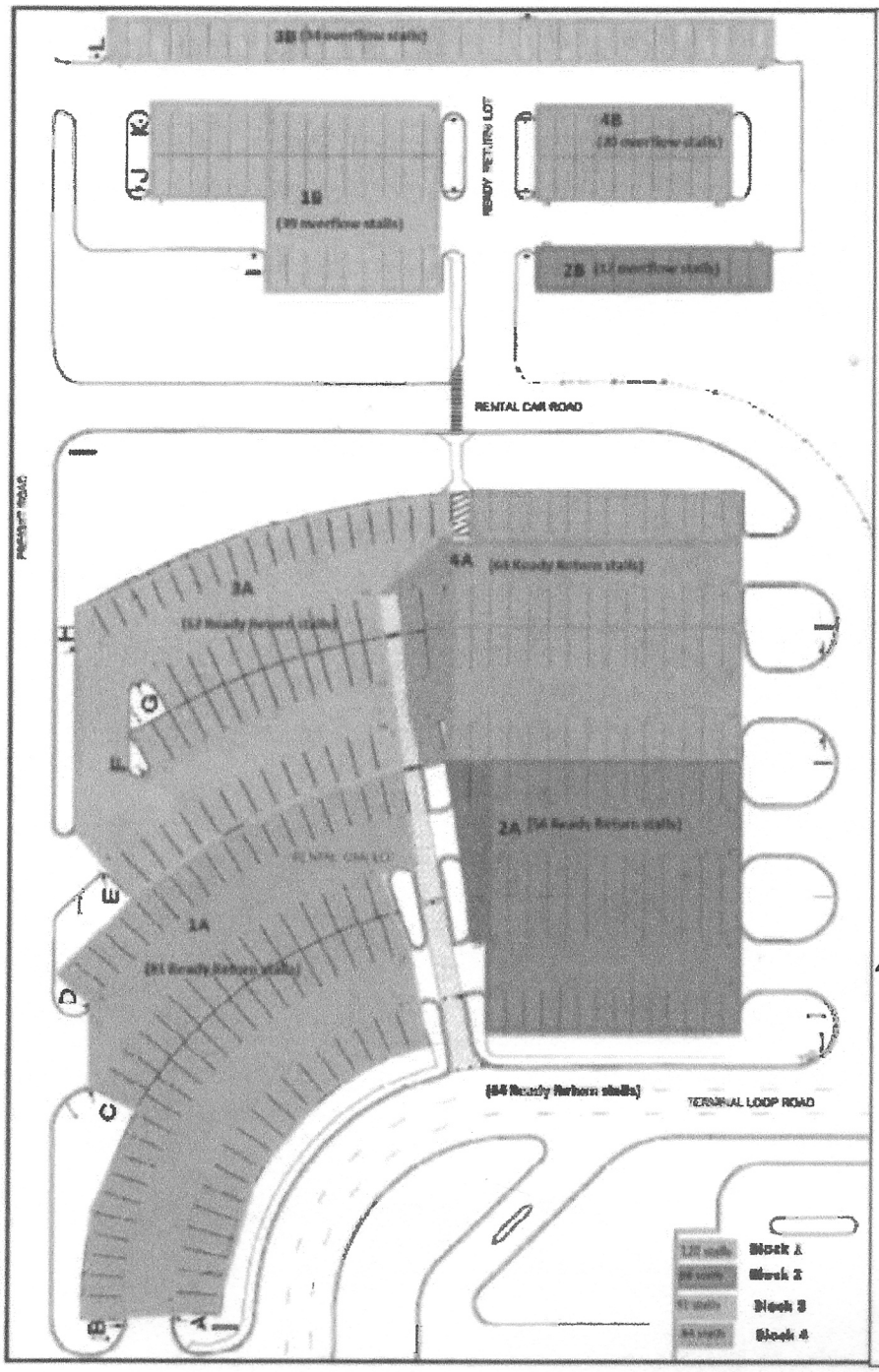
Selected By:

West One Automotive Group, Inc – Hertz/Dollar

Operator

Signed 10/26/21 Date

EXHIBIT B – RENTAL CAR READY/RETURN AREA



BLOCK 1 (1A and 1B) Selected By:

Avis Budget Car Rental, LLC -Avis/Budget

Operator

10/26/21

Signed Date

BLOCK 2 (2A and 2B) Selected By:

EAN Holdings, LLC – National/Alamo

Operator

10/26/21

Signed Date

BLOCK 3 (3A and 3B) Selected By:

West One Automotive Group, Inc – Hertz/Dollar

Operator

10/26/21

Signed Date

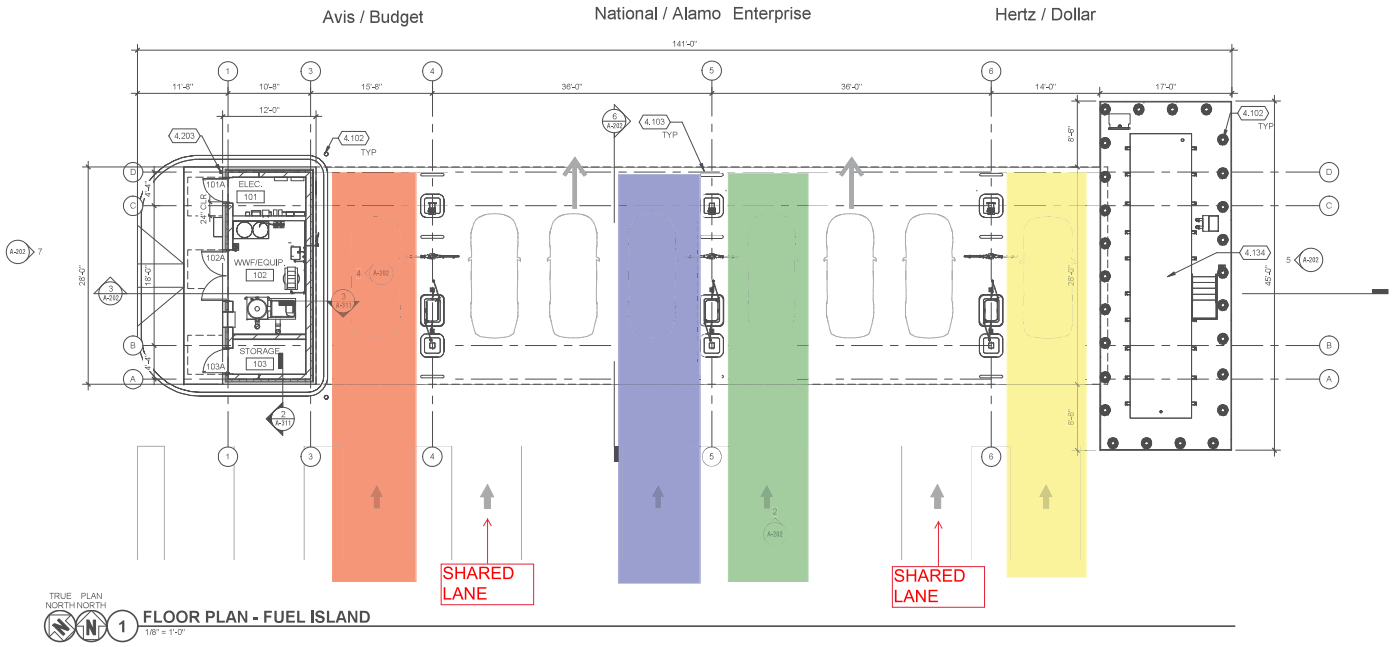
BLOCK 4 (4A and 4B) Selected By:

EAN Holdings, LLC - Enterprise

Operator

10/26/21

Signed Date



TRUE NORTH PLAN NORTH

1 FLOOR PLAN - FUEL ISLAND

1/8" = 1'-0"

ARCHITECTURAL PLAN GENERAL NOTES:

1. SITE DATUM OF FINISHED FIRST FLOOR INDICATED ON CIVIL SITE PLAN = ELEVATION 100'-0" ON STRUCTURAL DRAWINGS.
2. REFER TO EQUIPMENT SHEETS FOR DETAILED INFORMATION ON QTA BUILDING & FUEL ISLAND EQUIPMENT.
3. FIELD VERIFY ALL DIMENSIONS. BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT/ENGINEER FOR FINAL DECISION.
4. ALL DIMENSIONS ARE FROM FINISH FACE OF WALL, UNO.
5. PROJECT CLOSE OUT DOCUMENTATION IS REQUIRED, INCLUDING ENVELOPE RECORD CONSTRCUTION DOCUMENTS, APPLICABLE CALCULATIONS, WSEC ENVELOPE COMPLIANCE REPORTS, AND FENESTRATION NFRC RATING CERTIFICATES.
6. A THERMAL ENVELOPE CERTIFICATE IS REQUIRED AT PROJECT CLOSE OUT. INFORMATION ON THIS CERTIFICATE SHALL INCLUDE THE RATED R-VALUES OF ALL OPAQUE ASSEMBLY INSULATION, U-FACTORS & SHGCS FOR ALL FENESTRATION ASSEMBLIES. SEE PROJECT CLOSEOUT SPECIFICATIONS FOR ADDITIONAL DETAILS.

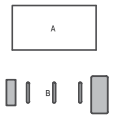
KEYED NOTES

4.102 BOLLARD, PAINT. SEE STRUCTURAL

4.103 U SHAPED BOLLARD, PAINT. SEE STRUCTURAL

4.134 FUEL TANK. SEE EQUIPMENT DRAWINGS

4.203 DOWNSPOUT (MATCH ROOF COLOR) AND CAST IRON BOOT. SEE CIVIL FOR STORM DRAIN CONNECTION.



KEY PLAN

Mead & Hunt

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9600 NE Cascades Parkway, Suite 100
Portland, OR 97220
phone: 503-548-1494
meadhunt.com

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REVISED RAC RFP EXHIBIT

PORT OF PASCO,
TRI-CITIES AIRPORT
RENTAL CAR QTA FACILITY
3601 N 20TH AVE
PASCO, WA 99301

ISSUED
05/21/25 ISSUED FOR CONSTRUCTION

M&H NO.: 1624500-150920.04
DATE: May 21, 2025
DESIGNED BY: EFS
DRAWN BY: EFS
CHECKED BY: CDF/PRM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
FLOOR PLAN - FUEL ISLAND

SHEET NO.:
A-101B

5/14/2025 12:12:05 PM C:\Revit Local\150920.04-A-R24_aemck75.rvt