



REQUEST FOR PROPOSALS (RFP)
FOR
AUTOMOBILE RENTAL CONCESSION
RFP NO. 22-23-01

DATE ISSUED: AUGUST 3, 2022

**RESPONSES MUST BE RECEIVED NO LATER THAN 4:00 P.M. (EST),
SEPTEMBER 12, 2022**

**MOORE COUNTY AIRPORT
7825 AVIATION DRIVE
CARTHAGE, NORTH CAROLINA 28327**

EMAIL: RMANESS@MOORECOUNTYAIRPORT.COM

Overview

The Moore County Airport is conveniently located within a short driving distance to Pinehurst, Southern Pines, Aberdeen, Carthage, and Whispering Pines North Carolina. There are approximately forty (40) championship golf courses located within fifteen (15) miles of the airport. As the gateway to the Sandhills Region and Pinehurst area golf courses and resorts, the airport has served as the preferred method for travelers to access our area for several US Open Golf Championships.

The airport experiences significant leisure and business travel throughout the year with the busiest times in the spring and fall; and continues to see a high volume of golf visitors and C- Level Executive business travelers.

The Moore County Airport offers a unique and attractive location for an onsite automobile rental concession. This provides substantial revenue opportunities for a rental car company. Historically rental car agencies located at the Moore County Airport have realized profitable business.

The Moore County Airport Authority is seeking qualified firms to operate rental car concessions at Moore County Airport.

TIMELINE

Release of RFP	August 3, 2022
Questions	August 29, 2022
Written Response to Questions Received	September 2, 2022
Proposals Due	4:00 P.M. (EST)-September 12, 2022
Tentative Award	September 19, 2022

Specifications

The company awarded the concession will be guaranteed a three-year lease. After three years, rental car concession requirements will be reviewed, and future RFPs will be issued on an as needed basis.

Proposals will be accepted for one or two concession stations located in the airport terminal. Proposals should be specific as to the stations required/desired. The space provided by each station is approximately ninety-five (95) square feet.

The company awarded the rental car concession shall provide all necessary staff and equipment to operate the location during normal business hours (8:00 A.M. to 8:00 P.M.) The on-site rental car staff is expected to handle all operations and customer service activities associated with the concession.

Proposals should address the following:

- State the types of vehicles available and their model year
- Providing rental cars to customers that arrive after normal airport customer

service hours (8:00 P.M.).

- Instructions for after-hours returns.
- Process for maintaining and washing vehicles.
- Ensuring an adequate number of appropriate customer-requested vehicles are always available.
- Any other unique services or benefits the company provides for its customers that should be considered.
- Parking will be provided for approximately thirty (30) spaces.
- Appropriate company signage may be prominently displayed, and it is the responsibility of the rental car concession operator to provide this signage at their expense. All signage and locations for display will be approved by the Airport Director.
- A designated open air car wash area will be provided.
- Fuel may be purchased onsite.
- The Moore County Airport offers a courtesy crew car for transient pilots on an as needed basis. Normally a two-hour limit is placed on the use of this vehicle. This is considered a requirement.

Proposed Incentives

Proposal lease agreement can be based on fixed monthly fee or percentage of revenue with a monthly minimum guarantee.

Additional incentives should be considered.

Attachments

Attachment 1: Automobile Rental Concession Lease/Agreement

The Moore County Airport reserves the right to reject any and all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the Airport.

Acceptance Period

Proposals should be valid for 60 calendar days unless otherwise noted in the proposal.

Format

No specific format is required for the proposal.

Deadline

Proposals must be received no later than 4:00 P.M. (EST), September 12, 2022.

Submission

Proposals may be delivered to the Moore County Airport directly, to the attention of:

Attn: Ron Maness, Airport Director
US Mail address:
Moore County Airport
PO Drawer 5809
Pinehurst, NC 28374

Proposals will also be accepted electronically at: rmaness@moorecountyairport.com

Additional Information/Clarification

Contact information for additional information or clarification:

Ron Maness, Airport Director
Phone: 910-692-3212, ext 1002
Email: rmaness@moorecountyairport.com

Basis for award

The proposal providing the best customer service options and most attractive financial return to the Moore County Airport will be awarded the concession.

ATTACHMENT 1: AUTOMOBILE RENTAL CONCESSION LEASE/AGREEMENT

THIS AUTOMOBILE RENTAL CONCESSION/LEASE AGREEMENT, is made and entered into this _____ day of _____, 2022, by and between MOORE COUNTY AIRPORT AUTHORITY of Moore County, North Carolina (hereinafter called the "Lessor") and [NAME], (hereinafter called the "Lessee").

WITNESSETH:

WHEREAS, Lessor operates and has the power and authority to contract for services and to lease facilities at Moore County Airport located near Southern Pines, Moore County, North Carolina, hereinafter called the "Airport"; and

WHEREAS, automobile rental services at Moore County Airport "Airport" are essential for the proper accommodation of passengers arriving and departing from the Airport; and

WHEREAS, Lessee is authorized and empowered to enter into this Lease Agreement and is financially qualified and ready, willing and able to perform or see to the performance of providing automobile rental services at the Airport and to furnish or see to the furnishings of vehicles and equipment for use in connection with such services;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties do hereby contract and agree as follows:

1. SPACE AND FACILITIES.

Lessor does hereby rent and let unto the Lessee and the Lessee does hereby hire and take from Lessor, subject to the terms and conditions herein stated, the following:

- a. Space and facilities in the Moore County Airport Terminal building for the exclusive use by the Lessee as office and ticket counter space, to wit:

[One (1) or Two (2)] counter(s) of approximately 95 square feet each located in the Main Lobby of the Moore County Airport Terminal Building, as designated on a drawing attached hereto as Exhibit "A".

- b. The use of up to thirty (30) open-air ready/return spaces located adjacent to the Passenger Terminal Building in the area now or hereafter designated by Lessor as "Rental Car Space". Lessor agrees to allocate car and van spaces as reasonably requested by Lessee. Lessee will be responsible for signage and/or properly marking car spaces and other areas approved for rental return parking and regular rental parking area at the sole expense and approval by the Airport Director.

- c. Lessor reserves the right to relocate the office and ticket counter space and

rental car space rented to Lessee hereunder should relocation become necessary for the efficient and orderly operation of the Moore County Airport; provided, however, that should relocation become necessary, the space provided Lessee shall be as near as possible, equal to, or better than the space described herein. The expense for such relocation, if any, shall be borne by Lessor insofar as a comparable facility. The cost for any measurable changes to such facility shall be borne by Lessee.

d. It is understood between the parties hereto that Lessor plans to provide a conveniently located car wash facility on airport property which may or may not include an adjacent fuel facility, to serve Lessee during the term of this lease Agreement and any extension thereof. Lessee agrees to participate in the provision and use of this facility subject to approval of design, cost, rental fees, and pass through of such fees to rental car customers. Terms of this agreement to be negotiated between Lessor and Lessee.

e. Utilities.

1. Electricity. Lessee will be responsible for transferring electrical services to their account with the local utility company. Lessee will be responsible for payment of the monthly electric service it uses.
2. Gas/Propane. Lessee shall be responsible for its gas/propane needs, and Lessor shall permit reasonable access for the installation of any related equipment.
3. IT/Communications. Lessee shall be responsible for any of its IT/Communications requirements.

2. TERM.

The term of this Agreement shall commence on _____, 2022 and shall continue in effect unless terminated under the terms of this Agreement for a period of THREE (3) years from date of execution. Unless sooner terminated by either party as provided herein the initial term of this Agreement will automatically extend month-to-month. Either party may cancel the lease agreement during the extension term on one (1) months' notice. This agreement is conditioned upon the extension of the Authority's management agreement with Moore County from year-to-year.

3. USE OF THE PREMISES.

The leased premises herein shall be used by Lessee for the purpose of providing automobile rental service at the Airport and for the purpose of arranging for such services for passengers using the Airport. Lessor hereby grants to Lessee, subject to the terms and conditions hereinafter set forth, the right to conduct and operate an automobile rental concession at the Airport for the purpose herein stated. This

concession shall be construed to be an exclusive concession, and Lessor shall not have the right to negotiate and conclude arrangements with any other individual, firm, or corporation for provided-like services at the Airport. The Lessee shall have the right to install and display appropriate signs in the Terminal Building to advertise said automobile rental concession, provided that such design, installation and display shall be subject to the prior approval of the Airport Director.

4. GUARANTEE, FEES, PAYMENT AND CREW CAR.

- a. As consideration for said lease, Lessee shall pay to Lessor a Concession Fee equal to the greater of (i) a Minimum Annual Guarantee of \$_____ per annum, or (ii) Ten (10%) percent of the net time and mileage ("Car Rental Revenues") plus Personal Accident Insurance ("PAI") charges, whichever is greater, which are derived from its Airport customer business (excluding Lessee Local Edition non-aviation related insurance replacement rentals), payable on a monthly basis of \$_____ (\$ per month with a year-end reconciliation for any additional concession fee under-payments.
- b. Lessee shall pay to Lessor \$_____ (\$) on or before the first day of the month during the term of the Lease or any extension thereof. Not later than twenty (20) days after the end of each month, Lessee shall furnish to Lessor a statement of Lessee's Car Rental Revenues for the preceding month, and, concurrently with the submission of such statement, shall pay to Lessor the appropriate Concession Fee.
- c. In the event that the total amount paid as Concession Fees during any one Lease year period exceeds ten (10%) percent of the Lessee's Car Rental Revenues or the Minimum Annual Guarantee, whichever is greater for that one year period, Lessee shall receive a credit equal to such excess, which may be offset by Lessee against any payments of Concession Fees next thereafter becoming due hereunder, or Lessee shall, following the expiration of the term or any extension thereof, be entitled to a refund of such excess. If the total amount of Concession Fees paid by Lessee is less than the total amount of Concession Fees required to be paid, Lessee shall pay to Lessor the amount of such deficiency within thirty (30) days at the end of the Lease year. Lessee's obligation to pay such deficiency shall survive the expiration or termination of this Lease.
- d. Lessee shall provide a crew car to Lessee pursuant to the terms and conditions of the Vehicle Use Agreement which is attached hereto as Exhibit "B".

5. REPORTS AND RECORD.

During the term hereof, Lessee and Lessor hereby agree that:

- a. Any rental sum due as hereinabove provided that is not paid on the due date as and when due, shall be subject to a late charge of one and one-half percent (1.5%) per month on the total sum due as of the 30th day from the date of invoice. Lessee shall, without demand therefore from the Lessor, compute such late charge and pay the same to Lessor in addition to the past due rental sum.
- b. Lessee shall provide a schedule of their personnel work hours and coordinate any rentals with Fixed Base Operator's personnel and to further guarantee that sufficient rental cars are available for customer rentals even when Lessee personnel are not on duty.

6. RIGHTS OF LESSEE.

During the term hereof Lessee shall have, and Lessor hereby gives and grants to Lessee, the following rights:

- a. The right, at Lessee's sole expense, to install, and thereafter operate and maintain, illuminating and/or non-illuminating signs advertising Lessee's business within the Premises leased to Lessee hereunder, and at such other place or places in or upon the Airport as may be agreed upon in writing by the Lessor's Director.
- b. The right, at Lessee's sole expense, to erect within the Leased Premises, any such fixtures and improvements as may be required in connection with Lessee's operations hereunder, and to install therein and thereon such equipment Lessee may deem necessary or desirable; provided, however, that no such fixtures or improvement shall be made or installed by Lessee without prior written consent of Lessor, and Lessee covenants and agrees prior to the installation or making of any such fixture and improvement to submit the general plan, location, design and character hereof to Lessor for approval.
- c. The right upon any termination of this Agreement, and within a reasonable time thereafter, to remove such items as may have been installed in or upon the premises at the Airport by Lessee, pursuant to subparagraphs 6a or 6b hereof.
- d. The right to the joint use with others of roads and driveways useful in the conduct, operation and maintenance of Lessee's concession hereunder.

7. COVENANTS OF LESSEE.

Lessee hereby covenants and agrees:

- a. To furnish good, prompt and efficient service, adequate to meet reasonable demands for automobile rental service at the Airport, on a fair and reasonable basis, and to charge prices for such services in accordance with its usual

standards, on a basis substantially similar to that charged for similar services at Airports, similarly sized, within the same general area.

- b. The rental automobiles made available hereunder shall be maintained at Lessee's sole expense, in good operating order, free from known mechanical defects, and in clean, neat and attractive condition, inside and out.
- c. To keep and maintain in operation the number of rental cars as is necessary to adequately and efficiently operate Lessee's business at Moore County Airport.
- d. That the facilities to be provided by Lessee hereunder for the purpose of providing automobile rental service shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for said services.
- e. Those personnel performing services hereunder shall be neat, clean, and courteous, and Lessee shall not permit its agents or employees so engaged to solicit or conduct business in a loud, noisy, boisterous, offensive or objectionable manner.
- f. That it shall abide by and be subject to all reasonable rules and regulations which are now, or may from time-to-time be, formulated by Lessor concerning management, operation, or use of the Airport.
- g. That it will meet all expenses in connection with the use of the Leased Premises hereunder 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 premises or structures and improvements at any time situated thereon, and that it will secure all such permits and licenses.
- h. That it will furnish, install, operate, and maintain the installation provided hereunder and keep the same as well as the premises made available to it and the furniture, fixtures, and equipment installed therein and thereon, all in good order, condition, and repair, and upon termination of this Agreement will deliver the premises in question in good order, condition and repair, reasonable wear and tear and damage by fire, however caused, and other casualty excepted.
- i. Solicitation of business shall be restricted to the space allotted Lessee in the Airport Terminal Building.
- j. Maintenance of vehicles, including cleaning and washing, shall not be performed on Airport property without the prior written permission of the Airport Director, and shall be performed in the areas designated by the Airport Director.

- k. Lessee shall provide Airport Director with a full schedule of all rental fees and charges made by Lessee for vehicle rental service on a quarterly basis, or as may be otherwise requested by the Airport Director.

8. INDEMNITY.

The Lessee agrees to protect, defend, indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person arising from the conduct or management of or from any work or thing whatsoever done in and on the Leased Premises and will further protect, defend, indemnify and save harmless the Lessor against and from any and all claims arising during the term of this Lease from any condition of the Leased Premises, or arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to the terms of this Lease, or arising from any act of negligence of the Lessee, or any of its agents, contractors, employees, or licensees, or arising from any accident, injury or damage whatsoever caused to any person occurring during the term of this Lease in, on, or about the Leased Premises, and from and against all costs, expenses, and liabilities arising out of any such claim or action or proceeding brought thereon.

9. INSURANCE.

The Lessee shall obtain and maintain continuously in effect at all times during the term hereof, at Lessee's sole expense, general liability insurance protecting Lessor against liability which may accrue against Lessor by reason of Lessee's incident of wrongful conduct related to the use of the Leased Premises or resulting from any accidents occurring on or about the roads, driveways, or other public places used by Lessee at the Airport in the operations hereunder. Such insurance must be in the minimum amount of One Million Dollars (\$1,000,000.00) single limit liability for personal injury to or death of two or more persons in any one accident; and for damage to property in any one accident. Lessee shall provide certificates evidencing all such insurance to Lessor.

10. WAIVER OF SUBROGATION.

The Lessor hereby releases the Lessee and Lessee hereby releases the Lessor, to the extent of their respective insurance coverage, from any liability for loss or damage caused by fire or any of the extended coverage casualties included in their respective insurance policies, even if such fire or other casualty should be brought about by the fault or negligence of the other party, or such party's agents or employees. Lessor and Lessee shall each cause an endorsement (commonly known as a "waiver of subrogation" endorsement) to be attached to the policies which endorsement shall contain the following wording:

"This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property

described herein."

11. REMEDIES OF LESSOR.

- a. The Lessee shall be deemed to be in default under this Lease when:
 1. The Lessee shall fail to pay when due hereunder any rent or fees required to be paid by Lessee under any of the terms of this Lease; or
 2. The Lessee shall fail for thirty (30) days after notice from the Lessor to pay when due any additional rent or fees required to be paid by the Lessee under any terms of this Lease; or
 3. Lessee shall fail to perform any of the other provisions, covenants, or agreements of this Lease to be kept or performed by the Lessee within thirty (30) days after written notice by the Lessor to the Lessee specifying wherein the Lessee has failed so to perform; or
 4. There shall be entered by a court of competent jurisdiction a decree or order appointing a receiver or trustee of the Lessee or of any of the assets of the Lessee, or there shall be entered by a court of competent jurisdiction a decree or order adjudicating the Lessee as bankrupt or insolvent; and
 5. The Lessee shall file a petition in voluntary bankruptcy or re-organization under any provision of any now existing or future bankruptcy or re-organization petition against it under any such law, or the Lessee shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee for it of all or any part of its assets, or the Lessee shall voluntarily suspend the transaction it is usual business.
- b. In the event of such default by the Lessee under this Lease, the Lessor may, at the Lessor's option and without limiting the Lessor of the exercise of any other right or remedy the Lessor may have an account of such default, without any further demand or notice.
 1. Re-enter the Leased Premises with or without process of law, take possession of the Leased Premises using such force for that purpose as may be necessary, to the extent permitted by law, eject all parties in possession thereof therefrom and without terminating this Lease, at any time and from time-to-time re-let the Leased Premises or any part or parts thereof, receive and collect the rents therefore applying the same first to the payment of such expenses as the Lessor may have paid, assumed, or incurred in recovering possession of the Leased Premises, including costs, expenses, and attorneys' fees, and for placing the same in good order and condition or preparing, altering, or repairing the same for re-letting, and then to the fulfillment of the covenants of the Lessee under this Lease. Any such

re-letting as provided for herein may be for the remainder of the term of this Lease as originally granted or for a longer or shorter period. In any case, whether or not the Leased Premises or any part thereof are so re-let, the Lessee shall pay to the Lessor all sums required to be paid by the Lessor until the end of the terms of this Lease unless the avails of such re-letting after payment of expenses are aforesaid, and the same shall be due payable at the time herein specified for the payment of such rent and other charges, and the Lessor need not wait until the termination of this Lease to recover the same by legal action or otherwise. No such re-entry by the Lessor shall constitute an election to terminate this lease unless and until the Lessor thereafter gives the Lessee written notice of the Lessor's election to terminate.

2. Terminate this lease, in which event the Lessee agrees immediately to surrender possession of the Leased Premises and to pay the Lessor as the amount of damages sustained by the Lessor by reason of the Lessee's breach of this Lease.
- c. No waiver of any default of either party under this lease shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in waiver, and that only for the time and to the extent therein stated. One or more waiver of any breach of any covenant, term or condition of this Lease by either party hereunder shall not be construed as a waiver of any subsequent breach of the same, covenant, term, or condition or of any breach of any other covenant, term or condition in the Lease.

12. GOVERNMENTAL INTERFERENCE.

In the event that the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to materially interfere with Lessee's operations, or in the event of destruction by fire or other cause of all or a material portion of the Airport or Airport facilities, or if Lessee's operations shall for any reason, similar or dissimilar, be materially interfered with for a period in excess of fifteen (15) days, then, and in any of those events, Lessee shall have the right upon written notice to the Lessor to terminate this Agreement and Lessee's further obligations hereunder or, at its option to suspend this Agreement for the periods of such disability, in which cases the minimum guarantee payments shall not be paid or payable from the effective date of such notice until normal operation shall have been restored and Lessor shall return to Lessee a just proportion of any minimum guarantee payment which may have been paid in advance for a month or portion thereof which falls with the period of disability.

13. ASSIGNMENT.

It is expressly agreed and understood that any and all obligations of Lessee

hereunder may be fulfilled or discharged either by Lessee or by a licensee member of Lessee, duly appointed thereto by Lessee, and that any and all privileges of every kind granted Lessee hereunder may extend to and be enjoyed by such licensee so appointed; provided however, that notwithstanding the method of operation employed by Lessee hereunder Lessee shall continue always to remain directly liable to Lessor for the performance of all terms and conditions of the Agreement. Except as hereinabove set out, the Leased Premises may not be sublet, in whole or in part, and the Lessee shall not assign this Agreement without prior written consent of Lessor, nor permit any transfer by operation of law of Lessee's interest created hereby, other than by merger or consolidation.

14. USE.

It is expressly agreed and understood that this Lease permits and authorizes the Lessee to operate only an automobile rental service and shall not at any time operate as a taxi service. It is further agreed and understood that the Lessee's automobiles in any space other than as herein provided shall constitute a breach of this Lease and at the option of the Lessor this Lease may be terminated immediately by the Lessor. Failure to terminate this Lease by the Lessor upon such breach shall not constitute a waiver thereof.

15. REMOVAL OF FIXTURES.

The Lessee may remove at or prior to the termination of this Lease or any extension thereof any equipment or trade fixtures installed by it on the Leased Premises even though such fixtures or equipment may be attached to the Leased Premises, but all damage to the Leased Premises caused by such removal shall be repaired by the Lessee at Lessee's expense.

16. SURRENDER.

The Lessee covenants that on the last day of the term, or the last day of hold-over thereof, the Lessee will peaceably and quietly leave and surrender the Leased Premises in as good condition as it now is or may be after making alterations, additions, or improvements as permitted under this Lease, ordinary wear and tear excepted.

17. CANCELLATION OF PRIOR LEASES.

This Lease shall, as of midnight on the date of the last signature on this Lease, cancel and supersede all prior leases and agreements under which the Lessee may be occupying the Leased Premises.

18. NOTICES.

All notices, approvals, or requests in connection with this Lease shall be sent by

registered or certified mail, by express mail service, or delivered in person.

Notices to the Lessor shall be addressed or delivered to:
Moore County Airport
Attention: Airport Director
P. O. Box 5809
Pinehurst, North Carolina 28374

and notices to the Lessee shall be addressed to or delivered to:
LESSEE
ADDRESS

19. AFFIRMATIVE ACTION.

Lessee agrees that it will undertake an affirmative action program as required by 14 .CFR, Part 152, Subpart E to insure that no person shall on the grounds of race, creed, color, national origin or sex, be excluded from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Lessee agrees that it will require that its covered sub-organizations provide assurances to Lessor that they similarly will undertake affirmative action programs and that the will require assurances from said sub-organizations, as required by 14 CFR, Part 152, Subpart E, to the same effect.

20. NATURE OF AGREEMENT.

All covenants, agreements, understanding, terms, and conditions of this Lease shall be binding upon and inure to the benefit of the respective successors, administrators, and assigns of the Lessor and the Lessee.

22. WAIVER.

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

23. SUCCESSORS BOUND.

This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assignees of the parties hereto.

24. SEVERABILITY.

If a provision hereof shall be finally declared void or illegal by any court or agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

25. EXHIBITS AND ATTACHMENTS.

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A- Automobile Rental Concession Location

Exhibit B- Vehicle Use Agreement

26. GOVERNING LAW.

This Agreement shall be construed in accordance with the laws of the State of North Carolina.

[Signatures on the following pages.]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS Lease/
Agreement to be executed in duplicate originals by their duly authorized officers and their
respective seals affixed, as of the day and year first above written.

MOORE COUNTY AIRPORT AUTHORITY

By: _____

Name: _____

Title: _____

Attest: _____

[NAME]

By: _____

Name:

Title:

Attest: _____

THIS

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I, _____, a Notary Public in and for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he/she is Chairman of the Moore County Airport Authority and by Authority duly given and as the act of the Moore County Airport Authority, the foregoing instrument was signed and sealed by him/her as Chairman of the said Authority. Witness my hand and notary seal, this _____ day of _____, 2022.

Notary Public

My Commission Expires:

Notary Public

My Commission Expires:

EXHIBIT "A" AUTOMOBILE RENTAL CONCESSION LOCATION

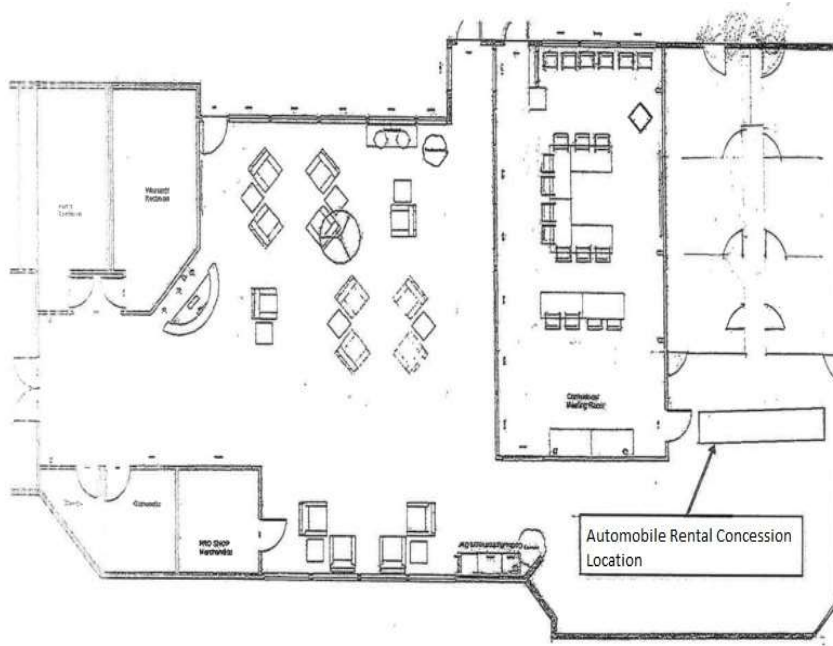


EXHIBIT "B" VEHICLE USE AGREEMENT

THTS AGREEMENT, made as of this [DATE], by and between MOORE COUNTY AIRPORT AUTHORITY of Moore County, ("Permittee") and [NAME], a [STATE] corporation ("NAME").

W I T N E S S E T H:

WHEREAS, the parties desire to provide for the furnishing of one or more vehicles by NAME to Permittee on the terms and conditions hereinafter contained;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, NAME and Permittee hereby agree as follows:

NAME agrees to provide to Permittee, and Permittee agrees to take from NAME, the vehicle or vehicles ("Vehicle") listed on Schedule I, attached hereto and made a part hereof, for the term co-extensive with the Rental Car Concession Lease/Agreement between the parties dated even date (the "Concession Agreement"). The Permittee agrees to use the vehicle only for transient pilots on an as-needed basis. The parties further agree that normally a two-hour limit will be placed on the use of this vehicle.

Permittee will, at its sole expense, maintain the vehicle in first-class condition and appearance. All operation and maintenance expenses, including, without limitation, gasoline, towing, storage, parking, tolls and fines will be the sole responsibility of Permittee. NAME shall be responsible for oil changes, lubrication, inspections required by law, repairs or replacement of tires, parts and accessories, and servicing required by the manufacturer's owner's manual for warranty validity or otherwise. Permittee shall be responsible, however, for advising NAME of the need for oil changes not less than every 5,000 miles.

Permittee will not use the vehicle or permit its use (a) to carry persons or property for hire (except Permittee will be authorized to transport guests, employees and other persons within the vehicle in keeping with its customary business practices); (b) to propel or tow any vehicle, trailer or other object; (c) in any race, test or contest; or (d) for any unlawful purpose.

Permittee will not permit the vehicle to be operated by any person who is not a duly licensed driver. Permittee will require its drivers to use reasonable care and due diligence in the use and operation of the vehicle, including, but not limited to, locking the ignition and doors, closing the windows, and removing the key of the vehicle when not in use.

If Permittee fails to substantially perform or materially breaches any of the covenants and agreements herein contained or in the Concession Agreement, NAME will have the right to terminate this Agreement, with or without notice to Permittee, and take immediate possession of the vehicle.

Permittee hereby agrees to effect, pay for, and maintain during the term hereof a Standard Automobile Liability Insurance policy protecting as additional insureds NAME and/or any subsidiary, associated or affiliated companies, or Lessee's parent company, as now or hereafter constituted, and its and their respective officers, agents and employees, against liability for bodily injury, including death, and against property damage to the extent of Five Million Dollars (\$5,000,000) Combined Single Limit (CSL). Permittee further agrees to effect, pay for and maintain a Standard Comprehensive Automobile Physical Damage Insurance Policy on the vehicle with all losses payable to NAME. All such policies should provide that the insurance will not be cancelled or materially modified except upon thirty (30) days advance written notice to NAME. All accidents must be reported to NAME within three (3) working days of accident.

Permittee will furnish NAME with a certificate of the above-described insurance coverage. The certificate will further state that the policy names as additional insureds, NAME and/or any subsidiary, associated, or affiliated companies, or NAME's parent company, as now or hereafter constituted, and its and their respective officers, agents and employees, and will further state that said coverage is primary and not excess or contributory, as respects any insurance that may be maintained by any of said additional insureds. All of such insurance will cover the period from the delivery of said vehicle to Permittee to the return thereof to NAME.

Permittee will, during the term of this Agreement, defend, indemnify and hold harmless NAME and/or any subsidiary, associated, or affiliated companies, or NAME's parent company, as now or hereafter constituted from and against any and all claims, liabilities, demands, losses, suits, penalties, fines, judgments, and costs, including legal costs and expenses and reasonable attorneys' fees, allegedly arising directly or indirectly out of the maintenance or use of the vehicle while in possession of Permittee under this Agreement.

Upon the expiration or earlier termination of this Agreement, Permittee will return said vehicle to NAME at the location specified by NAME in the same condition as received by Permittee, except for ordinary wear and tear, in accordance with the Vehicle Turn-In Standards attached hereto as Schedule II. In the event the vehicle does not comply with the attached Turn-In Standards, thereby causing the vehicle to be rejected by NAME, Permittee shall be liable to NAME for the market value of the same model vehicle in good condition as at the date the vehicle was to have been returned to NAME. Furthermore, in the event that the vehicle is damaged during the period of Permittee's use hereunder and NAME accepts the return of the vehicle but incurs a resulting Sales Loss when the vehicle is repurchased by the manufacturer or otherwise sold by NAME, Permittee shall be responsible for any and all Sales Losses. For purposes of this Section 7, "Sales Losses" shall mean the difference between the price paid by the manufacturer or purchaser and the price that would have been so paid if the vehicle was not damaged during the period of use by Permittee. Permittee will also at such time surrender to name all license plates and registration certificates or other similar documents. Permittee will be liable for the cost of removing any signs, logos or advertising material placed upon or affixed to the vehicle and for restoring the vehicle to the same condition as received by Permittee, except for

ordinary wear and tear. All maintenance/accident documentations must be returned with vehicle.

Permittee is not NAME's agent for any purpose.

Any notice to be given hereunder will be deemed to have been given or made when placed in the United States mails, certified, return receipt requested, and with proper postage, and registration fees prepaid, or sent by an express mail service, addressed to the party concerned at the following addresses:

NAME:
ADDRESS

Permittee:
Moore County Airport
P. O. Box 5809
Pinehurst, North Carolina 28374
Attn: Airport Director

provided, however, that the foregoing address of either party hereto may be changed from time to time by notice to the other party given in the manner herein provided.

No permanent signs, logos or advertising material will be placed upon or affixed to the vehicle without the prior written consent of NAME.

Permittee hereby recognizes and agrees that it has acquired no title, option or interest in and to the vehicle hereunder provided and agrees that it will not assert any claim or right, title, option or interest in or to such vehicle.

This Agreement is made in the State of North Carolina and will be governed by and construed in accordance with the laws of the State of North Carolina without regard to the conflicts of law principles.

This instrument constitutes the entire agreement between the parties as to the subject matter hereof and will be binding on them and their respective legal representatives, successors and assigns. No right of NAME hereunder will be waived or modified, except in writing and signed by an executive officer of NAME. Neither this Agreement, nor any interest herein, may be assigned by Permittee without the prior written consent of NAME, which consent may be withheld for any reason in NAME's sole discretion. Any purported assignment by Permittee without such consent will be void. Permittee agrees that it will not pledge, mortgage or otherwise encumber the vehicle or permit the vehicle to be subjected to any lien or encumbrance.

IN WITNESS WHEREOF, Permittee and NAME have caused this Agreement to be duly executed by their representative Officers thereunto authorized, the day and year first

above written.

MOORE COUNTY AIRPORT AUTHORITY

NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

SCHEDULE I LIST OF SERVICE VEHICLE

One (1) midsize courtesy crew car on an as-needed basis, at no monthly charge.

SCHEDULE II VEHICLE TURN-IN STANDARDS

Acceptable turn-in standards are defined as follows:

Sound mechanical operating condition.

All warranty repairs are to be completed prior to turn-in.

Returned with the same factory installed equipment with which the vehicle was originally delivered, including floor mats.

Cars must be clean. All units are to be washed and vacuumed prior to turn-back, have at least 1/4 tank of gas, all fluids and lubricants at proper levels, cooling system winter protected at -20 degrees, and batteries charged.

All manufacturers recommended maintenance schedules should be complied with, including normal maintenance care, such as scheduled oil and filter changes at 5,000-mile intervals. Vehicles indicating evidence of non-adherence to these maintenance schedules will be rejected without recourse.

100% Chargeable Damage -- Missing parts and the labor associated with the replacement of the parts. All glass and tires replacement, plus all rework and removal of protective coating.

Chargeable Damage with a \$350 Deductible -- Damaged parts and trim, and the labor associated with replacement/repair of the part/trim: plus all body and paint repairs.

No body damage that has been poorly repaired.

No history of frame, hail, fire, or water damage, repaired or not. Core support and rear body damage are repairable and units will be accepted if repair is visually acceptable and the appropriate certifications are provided.

Windshield repair: No glass damage, chips, cracks, sandblasting or non-Carlite brand replacements.

No carpet or upholstery damage, including bums and permanent stains. Plugs, partial sections, or other non-production-type repairs are not acceptable.

No missing or damaged parts, i.e., bodyside molding, wheel covers, spare tires, etc.

All tires must have a 4/32" tread or better remaining across all treads, including the spare, and all tires must be to the manufacturer's original equipment standards and matched by size, quality made brand.