

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Aviation

AGENDA DATE: April 23, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Sam Rodriguez, (915) 212-7301

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL 1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: N/A

SUBJECT: **Disclosure form has been provided to the applicant**

A Resolution that the City Manager, or designee, be authorized to sign the Peer-To-Peer Car Sharing Company Operating Agreement between the City of El Paso and Turo, Inc., to which Owners provide Vehicles to Airport Customers through the Operator's proprietary website, mobile application, and/or other platform, located at the El Paso International Airport, 6701 Convair Rd. El Paso, Texas 79925, for a one-year term with automatic renewal for four (4) additional terms of one (1) year each.

BACKGROUND / DISCUSSION:

The Department of Aviation requests the approval of this Peer-To-Peer Car Sharing Company Operating Agreement. Turo will pay the El Paso International Airport ten percent (10%) of Turo's gross earnings.

PRIOR COUNCIL ACTION:

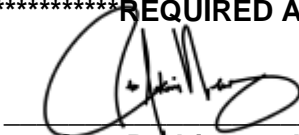
N/A

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue-generating item.

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



For Sam Rodriguez, Aviation Director

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign the Peer-To-Peer Car Sharing Company Operating Agreement between the City of El Paso and Turo, Inc., to which Owners provide Vehicles to Airport Customers through the Operator's proprietary website, mobile application, and/or other platform, located at the El Paso International Airport, 6701 Convair Rd. El Paso, Texas 79925, for a one-year term with automatic renewal for four (4) additional terms of one (1) year each.

APPROVED this ____ day of _____ 2024.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



for Samuel Rodriguez, P.E.
Director of Aviation

PEER-TO-PEER CAR SHARING COMPANY
OPERATING AGREEMENT

THIS PEER-TO-PEER CAR SHARING COMPANY OPERATING AGREEMENT (this “**Agreement**”) is hereby made and entered into on _____, 2024 (the “**Effective Date**”), by and between Turo, Inc., a Delaware corporation authorized to do business in the State of Texas (“**Operator**”), and the City of El Paso, a Texas (the “**City**”) (collectively, the “**Parties**,” and each separately, a “**Party**”).

WHEREAS, the City is the owner and operator of the El Paso International Airport (the “**Airport**”) located in El Paso, Texas;

WHEREAS, Operator operates a Peer-to-Peer Car Sharing business (“**Business**”), through which Owners provide Vehicles to Airport Customers through Operator’s proprietary website, mobile application, and/or other platform (the “**Platform**”);

WHEREAS, Operator desires to operate the Business at the Airport;

WHEREAS, the City has agreed to allow the Operator to conduct its Business at the Airport subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements of the Parties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Operator agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms shall be defined as specified below.

Airport means the El Paso International Airport located in El Paso, Texas.

Airport Customer means any person who enters into a Transaction for Peer-to Peer Car Sharing originating from and/or terminating at the Airport through the Platform, and any person authorized to drive the Vehicle pursuant to such Transaction.

Applicable Laws means all laws, statutes, ordinances, rules, and regulations (including without limitation Environmental Laws) issued or promulgated by any Governmental Authority governing or otherwise applicable to the Operator, the Business, or the Airport, as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time including, without limitation the Rules and Regulations.

Director of Aviation means the Director of Aviation of the Airport, or his or her designee.

Business means the Operator’s business at the Airport, through which Owners provide Vehicles to Airport Customers for Peer-to-Peer Car Sharing through Operator’s Platform.

Designated Areas means the areas of the Airport where an Owner or Airport Customer may pick up or drop off the Vehicle(s) for Peer-to-Peer Car Sharing at the Airport, as further described in Section 3.2 below.

Environmental Laws shall refer to and include, without limitation, all federal, State, City, and local statutes, laws, ordinances, rules and regulations, now or hereafter in effect, and as amended from time to time, relating to environmental quality, health, safety, contamination, or clean-up, or that govern, control, restrict, or regulate the use, handling, treatment, storage, discharge, disposal, transportation, clean-up, or remediation of Hazardous Materials, and any and all permits, orders, and approvals issued thereunder and final judicial interpretations of the foregoing Environmental Laws specifically include but are not limited to, the National Environmental Policy Act, 42 U.S.C. § 4321, *et seq.*; the Comprehensive Environmental Response Act, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*, as amended by the Superfund Amendments and Reauthorization Act; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Hazardous Material Transportation Act, 49 U.S.C. § 9601, *et seq.*; the Emergency Planning and Community Right to Know Act; the Toxic Substance Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Water Quality Act of 1987; the Safe Drinking Water Act, 42 U.S.C. § 300f, *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.*; all State environmental protection, super lien, and environmental clean-up statutes; all implementing rules, regulations, guidelines and orders, and all local laws, regulations, rules, ordinances, guidelines and orders, and judicial interpretations of each of the foregoing.

FAA means the Federal Aviation Administration, or successor agency of the federal government that regulates airports and aviation.

Governmental Authority means any Federal or State authority, municipal or other governmental entity (including the City in its governmental capacity), or any subdivision thereof, with authority over the Airport or Operator.

Hazardous Materials means any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability, or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste, or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety, and/or general welfare conditions, including, without limitation, fuel, petroleum based and/or asbestos based materials, products, by-products, or waste, radioactive materials or waste, lead or lead-containing materials, urea formaldehyde foam insulation, MBTE, polychlorinated biphenyls and fire-fighting foam containing Per- and Poly-fluoroalkyl substances (“PFAS”) or Perfluorooctanoic Acid (“PFOA”) or other media containing such substances.

Owner means any person or company that owns, leases, or otherwise has control over a Vehicle and uses Operator's Platform to make such Vehicle available for Peer-to-Peer Car Sharing with Airport Customers.

Peer-to-Peer Car Sharing means the authorized use of a Vehicle by an individual other than the Owner for financial consideration, through Operator's Platform.

Platform means the Operator's website, mobile application, or other digital platform.

Rules and Regulations means any rules, regulations, orders, policies or other directives of general applicability issued by the City or the Director of Aviation and applicable to the Airport as in force from time to time, including, but not limited to, the City of El Paso Code of Ordinances, and as amended from time to time.

Transaction means a transaction for Peer-to-Peer Car Sharing between an Owner and an Airport Customer for pickup or drop off of a Vehicle at the Airport by an Owner or Airport Customer arranged through the Platform.

TSA means the Transportation Security Administration, or successor agency of the Federal government that regulates airport and aviation security.

Vehicle means a motor vehicle that an Owner makes available for Peer-to-Peer Car Sharing to Airport Customers through Operator's Platform.

ARTICLE 2 INTERPRETATION

Section 2.1 Interpretation. In this Agreement and any certificate or other document delivered pursuant hereto, unless otherwise expressly provided herein or therein or unless the context requires another meaning, the following rules of interpretation shall apply:

(a) Headings and underlining are for convenience only and do not define or limit the scope of any provision thereof nor affect the interpretation of this Agreement or any certificate or other document delivered pursuant hereto.

(b) Words importing the singular include the plural and vice versa and the masculine, feminine or neuter gender shall include all genders. The word "or" is not exclusive.

(c) The words "hereof", "herein", and "hereunder" and words of similar import when used in this Agreement shall refer to the Agreement as a whole and not to any particular provision of the Agreement.

(d) Any reference to an agreement shall include a reference to each exhibit, annex, schedule, and other attachment thereto.

(e) Any reference in this Agreement to an Article, Section, Clause, subsection, subclause, paragraph, party, Exhibit, Annex, or Schedule is a reference to that Article, Section,

Clause, subsection, sub-clause, or paragraph of, or that party, Exhibit, Annex, or Schedule to, this Agreement unless otherwise specified.

(f) Any reference to an agreement or document is to such agreement or document as amended, varied, supplemented, replaced, novated, or modified from time to time in accordance with the terms of such agreement or document.

(g) A reference to a person or entity includes that person's or entity's successors and permitted assigns.

(h) The term "including" shall mean "including without limitation" and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided.

(i) References to "days" shall mean calendar days and references to a time of day shall mean such time in El Paso, Texas.

(j) This Agreement is the result of negotiations between the Parties and has been reviewed by each Party and its respective counsel. Accordingly, the Agreement shall be deemed to be the product of the Parties thereto, and no ambiguity shall be construed in favor of or against any of them.

ARTICLE 3 OPERATIONS

Section 3.1 Authorization. Operator is hereby granted the non-exclusive and revocable right to operate the Business at the Airport under the trade name Turo, subject to the terms and conditions hereinafter set forth and all Applicable Laws. Operator will inform Owners of the operating standards and limitations for Owners outlined in this Agreement and provide them with a copy of Exhibit A, Owner Operating Standards, attached to this Agreement and incorporated herein by reference. Exhibit A may be modified by the City from time to time, in the City's sole discretion, and Operator shall comply with such updated Exhibit A and provide notification to Owners thereof upon notice by the City. Operator will take all commercially reasonable steps to ensure that Owners and Airport Customers comply with all Applicable Laws and all applicable terms and provisions of this Agreement.

Section 3.2 Designated Areas. The City grants to Operator the non-exclusive right to allow Owners and Airport Customers to use the public Airport parking lots, to pick up or drop off Vehicles. Operator's rights to use the public Airport parking lots will be on a non-exclusive basis at all times. The City may, in its sole discretion, change the location, size, or configuration of the public Airport parking lots at any time. Operator shall not use, and shall take all commercially reasonable steps to ensure that Owners and Airport Customers do not use, any area other than the public Airport parking lots for the transfer of Vehicles between Owners and Airport Customers.

Section 3.3 Rights of Ingress and Egress. Owners shall have the same access to Airport parking areas as those granted to all members of the public using airport parking.

Section 3.4 Changes to Airport. Operator acknowledges and agrees that: (a) the City shall have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and Designated Areas; and (b) the City has made no representations, warranties and/or covenants to Operator regarding the design, construction, passenger or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, Operator acknowledges and agrees that: the Airport may from time to time undergo renovation, construction and other Airport modifications; and the City may from time to time adopt rules and regulations relating to security or other operational matters that may affect Operator's business.

Section 3.5 "As-Is" Condition. Operator accepts the Designated Areas and the Airport in their present condition and "as-is", without representation or warranty of any kind, and subject to all Applicable Laws.

Section 3.6 General Prohibited Activities. Without limiting any other provision herein, Operator shall not: (a) cause or permit anything to be done, in or about the Designated Areas or the Airport, or bring or keep anything thereon, which would be reasonably likely to (i) increase, in any way, the rate of fire insurance on the Airport, (ii) create a nuisance, or (iii) obstruct or interfere with the rights of others on the Airport or injure or annoy them; (b) commit, or suffer to be committed, any waste upon the Designated Areas or the Airport; (c) use, or allow the Designated Areas to be used, for any improper, immoral, unlawful or reasonably objectionable purpose; (d) place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within or adjacent to the Designated Areas or the roadways; or (e) do, or permit to be done, anything, in any way, which would be reasonably likely to materially injure the reputation or image of the City or appearance of the Airport.

Section 3.7 License. Notwithstanding any provision in this Agreement, this Agreement does not create a lease, or any interest in real property, but, instead creates a license.

ARTICLE 4 TERM; TERMINATION

Section 4.1 Term. Unless sooner terminated in accordance with the provisions herein, this Agreement shall be effective on the Effective Date listed in the first paragraph of this Agreement and shall be in effect for a period of one (1) year thereafter (the "Initial Term"). At the end of Initial Term, provided neither Party is then in default, the Parties by mutual agreement shall have the option to renew this Agreement for four (4) one (1) year extension periods under the same terms and conditions as stated herein. To exercise each option, either Party will give written notice to the other Party of its intent no less than ninety (90) days prior to the expiration of the current term of this Agreement. Within thirty (30) days of receipt of notice of the intent to exercise an extension, the Receiving Party shall notify the other party via written notice of its intent to accept or decline the option to extend.

Section 4.2 Termination for Convenience. Either Party may terminate this Agreement, at any time, for any reason, if the requesting Party gives not less than thirty (30) days' prior written notice thereof to the other Party.

ARTICLE 5 OPERATOR REQUIREMENTS; VIOLATIONS

Section 5.1 Operator Requirements. In conducting its Business, without limiting the generality of other provisions of this Agreement, Operator shall:

(a) Ensure that all Owners have a valid driver's license and all Vehicles made available through the Platform at the Airport meet all insurance requirements established by the State of Texas, including, without limitation, Chapter 113 of the Texas Business and Commerce Code.

(b) Require Owners to comply with all Texas motor vehicle laws and insurance laws.

(c) Conduct background screenings on all of the Owners. If an Owner is flagged for potential fraudulent or criminal activity, then Operator shall perform a criminal background search and public records search, and lock down the Owner's account on the Platform until the Owner clears the background check and any other Operator safety and security requirements fully.

(d) Evaluate the safety of Vehicles made available by Owners by checking VINs for safety recalls and determining whether the title is branded. Operator shall not permit Vehicles with safety or branding issues to be utilized for Peer-to-Peer Car Sharing at the Airport.

Section 5.2 Violations. Should an Owner or Airport Customer violate any provision of this Agreement, including but not limited to Exhibit A, or any Applicable Laws (each, a "**Violation**"), the City may take the following actions:

1. First Offense - Turo shall give a verbal warning to such Owner, Airport Customer, or Turo agent or employee.
2. Second Offense – Turo will administer a suspension for one (1) week and a fine of \$100.00.
- 3 Third Offense - Such Owner, Airport Customer, or Turo agent or employee shall no longer have a right of access to Airport property and will no longer have access to engage in Peer-to-Peer Vehicle Sharing Services on Airport property through the Peer-to-Peer Vehicle Sharing Service platform through the end of the current term.

If an offense is so serious in the opinion of the City, the City has the right to immediately suspend or permanently revoke the right of Airport access that Owner, Airport Customer or Turo agent or employee is granted under this Agreement.

(a) A Owner issued a Suspension shall not be allowed to conduct any Shared Vehicle Car-Sharing at the Airport during the term of the Suspension. Turo shall notify the suspended Owner that he/she is not allowed to conduct any Peer-to-Peer Vehicle Sharing at the Airport and shall provide City with written notice when it has done so. By operating on the Airport, Turo, and Owners affiliated with Turo shall be subject to applicable laws, ordinances, rules and regulations including any penalties in connection therewith. City shall have no obligation to Turo to take action against any other person or entity at the Airport.

(b) Operator's failure to suspend an Owner or Airport Customer from the Platform as indicated above shall be considered an Event of Default if not cured by the Operator within the applicable notice and cure period set forth in ARTICLE 14 below.

(c) The Operator understands and agrees that in the event any federal agency assesses a civil penalty against the City or the Airport for any violation, including but not limited to any security violation, as a result of or related to any act or failure to act on the part of the Operator, Owner, Airport Customer, its agents, employees, invitees or independent contractors, the Operator shall reimburse the City in the amount of the civil penalty assessed plus an additional fifteen percent (15%) for legal fees and other costs. Failure to reimburse the City within thirty (30) days of receipt of written notice shall constitute an Event of Default hereunder.

Section 5.3 Representative of Operator and Customer Complaints.

(a) Operator shall provide the City with name, address, telephone and email address for at least one representative authorized to represent and act for Operator in matters pertaining to its operation, and shall keep City informed, in writing, of the identity of each such person.

(b) Operator shall maintain a website that provides an active customer service telephone number and monitored email address for filing customer complaints, including those regarding Owners or the services provided by or on behalf of Operator. Operator shall respond within twenty-four (24) hours to all Airport Customer inquiries and complaints and maintain a record of such inquiries and complaints and the response for a period of not less than two years from the date such inquiry and complaint is resolved. Operator shall submit to the City reports of all complaints made by Airport Customers along with a description of Operator's response no less than monthly.

ARTICLE 6 FEES; REPORTING; AND RECORDKEEPING

Section 6.1 Privilege Fee.

(a) As compensation for the privileges granted by this Agreement, Operator agrees to pay the City a fee in an amount equal to ten percent (10%) of Operator's Gross Receipts, as defined in Section 6.7 below (the "**Privilege Fee**").

Section 6.2 Intentionally Omitted.

Section 6.3 Place of Payment. Operator will submit all fees, charges and billings required by this Agreement shall be paid to Lessor at the following address:

Accounting Department
El Paso International Airport
P.O. Box 971278
El Paso, Texas 79997-1278

In lieu of payments being mailed to the above address, electronic payments may be made via any electronic payment system acceptable to Lessor.

Section 6.4 Parking Fees. Notwithstanding any other provision in this Agreement, no person (including, without limitation, Operator, Owners, Airport Customers, or any third party) is allowed to exit an Airport parking lot by Vehicle, or any other vehicle, on airport property without paying normal parking fees and there is nothing in this Agreement that reduces or waives any such fee for any person or vehicle. To the extent the Designated Areas are on or within a parking lot on Airport property, Owners and Airport Customers are responsible for paying normal parking lot fees upon exiting the parking lot. Operator shall communicate such requirement to Owners and Airport Customers before or during the Transactions.

Section 6.5 Fees and Payments a Separate Covenant. Operator will not for any reason withhold or reduce its required payments of fees and other charges provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of fees and other charges is a covenant by Operator that is independent of the other covenants of the Parties hereunder. **Monthly Reports.** Within fifteen (15) calendar days after the close of each calendar month of the Term of this Agreement, Operator will submit to the City, in a form with detail satisfactory to the City, a statement of its Gross Receipts that shows the following (the “**Monthly Gross Receipts Statement**”):

- (a) Detailed accounting of Gross Receipts for the prior calendar month;
- (b) Separate identification of any Exclusions from Gross Receipts;
- (c) The number of Transactions with Airport Customers for the prior month;
- (d) The average Peer-to-Peer Car Sharing price for those Transactions occurring during the prior calendar month; and
- (e) Is signed by an authorized official of Operator.

The Monthly Gross Receipts Statement shall be in an electronic format satisfactory to the City. At the City’s discretion, the Monthly Gross Receipts Statement may be required to be submitted through a City-provided portal system.

The Parties recognize that the City will incur additional administrative costs if Operator is late in providing all of the monthly information in the Monthly Gross Receipts Statement, and the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Operator shall pay the City, in addition to all other financial requirements of this Agreement, [fifty dollars (\$50.00)] per report for each calendar day Operator is late in submitting all of the monthly information in the format required by this Article 6. Said charge will continue until specific performance is accomplished and will not be offset against any other amount due the City as detailed in this Agreement.

Section 6.6 Delinquent Payment Fees and Dishonored Check Fees Without waiving any other right or action available to the City, any Fees, or other monies accruing under the provisions of this Agreement that are not paid and received by the City by the twentieth (20th) day of the month in which payment is due, shall bear interest at the maximum rate allowed by law from the date when same was due by the terms hereof, until the same has been paid by the Operator. In the

event any check from Operator to the City is dishonored, Operator shall pay to the City a processing fee of \$30.00 for each dishonored check.

Section 6.7 Definition of Gross Receipts.

(a) As used herein, the term “**Gross Receipts**” shall mean all sums paid or payable to Operator in connection with its Business at the Airport, and any additional services or accessories contracted, delivered, or rented pursuant to a Transaction, regardless of where, how (cash, credit, or barter) or by whom the payment is made, except for sums specifically excluded in Section 6.7(c), below, and regardless of how any sum may be represented or characterized to the Airport Customer. Revenues derived by Operator from sources similar but not identical to those described herein will also be included in Gross Receipts unless expressly excluded by this Agreement.

(b) Without limiting the generality of the foregoing paragraph, Gross Receipts will include, but are not limited to, the following charges or fees: time and mileage charges for Peer-to-Peer Car Sharing, insurance (protection), pre-paid mileage overages, additional bookings (hours or days), pick up or delivery fees, pre-paid cleaning, fuel (e.g., EV fees, pre-paid fueling), young driver, pet, administrative, commercial hosting, extras (e.g., camping tent, child car safety seat, travel accessories or conveniences, global positioning system navigation devices, guaranteed reservations), any amount charged by Operator as a pass-through fee to Airport Customers, service charges, and all other transactions and charges of any nature, including fees, surcharges, and all other charges arising from Operator’s Business under this Agreement unless expressly excluded by this Agreement.

(c) The term “Gross Receipts” does not include (each of the following, an “**Exclusions from Gross Receipts**”):

(i) The amounts of any federal, state, or municipal sales taxes separately stated in the Transaction, collected from Airport Customers and that are payable directly to the taxing authority by Operator.

(ii) Any sums received by Operator from Airport Customers or insurance carriers for claims or damage to Vehicles or to Operator property, or for loss, conversion, or abandonment of such Vehicles. This exclusion does not include any payments by Airport Customers or insurance companies (actual payment amount(s)-not claim amount(s)) received by Operator in lieu of rent for those Vehicles.

(iii) Any amounts received from Airport Customers or Owners as payment or reimbursement for any red-light tickets, parking tickets, tolls, tows, impound fees, or other fines.

(iv) Any amounts received by Operator from Airport Customers which are fully passed through to Owners such as post-trip reimbursements, smoking fees, etc. or any other amounts received in which Operator does not retain any portion thereof.

(v) Any discounts separately stated in the Transaction that are granted at the time the Transaction commences with an Airport Customer and which are recorded and reported in separately documented accounts from non-excludable discounts. Operator

forfeits exclusion of all discounts in the event otherwise allowable discounts are commingled with any non-excludable amounts. No exclusion will be allowed for any amount retained by a third party as a financing discount which may apply by reason of Operator's acceptance of credit cards or other credit arrangements. No exclusion will be allowed for the portion of retroactive rebates, dividends or refunds to any Airport Customer upon attainment of a specified volume of transactions attributable to revenue or as part of any other marketing plan that does not list the discount in the Transaction at the commencement of the Transaction with an Airport Customer.

Section 6.8 Losses. It is understood and agreed that all losses or charge-backs (including bad debt expenses) are to be borne solely by Operator, and the City is to be paid on Gross Receipts without charge or reduction for costs of such losses or charge-backs. Loss of use payments by Airport Customers or insurance companies (actual payment amount(s)) received by Operator in lieu of Peer-to-Peer Car Sharing Transactions are included in the definition of Gross Receipts.

Section 6.9 No Diversion Operator will not intentionally divert, through direct or indirect means, any of Operator's Business with Airport Customers to off-Airport locations without including the Gross Receipts of such transactions, as described in the definition of Gross Receipts, in Operator's reported Gross Receipts. Moreover, any such intentional diversion of Gross Receipts will constitute a breach of this Agreement and shall entitle the City to immediately terminate this Agreement or, in the City's discretion, collect any such diverted Gross Receipts from Operator as well as a ten percent (10%) surcharge as liquidated damages for such diversion.

Section 6.10 Misrepresentation. Operator will not modify its accounting treatment or rename or redefine services or products that, under the terms of this Agreement, would be included in the definition of Gross Receipts in a manner calculated to exempt any portion Operator's revenue from Gross Receipts.

Section 6.11 Books and Records.

(a) Operator agrees to maintain and make available (in physical or electronic form) to City at Operator's place of business or a mutually agreed upon third party location, during regular business hours, accurate and detailed books and accounting records reflecting its performance of its obligations under Article 6 this Agreement. Operator shall maintain its books and records in accordance with generally accepted accounting principles ("**GAAP**"), unless otherwise agreed to by the City. Upon City's reasonable prior written request, which shall not occur more than once per calendar year, Operator shall permit the City to audit and examine such books and records relating to its performance of its obligations under Article 6 of this Agreement for the preceding twelve (12) month period at Operator's place of business or a mutually agreed upon third party location. Operator shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years.

(b) Should any examination, inspection and audit of Operator's books and records by the City disclose an underpayment by Operator of the consideration due, Operator shall promptly pay City the amount of such underpayment. If said underpayment exceeds five percent (5%) of the consideration due, Operator shall reimburse the City for all reasonable costs incurred in the conduct of such examination, inspection and audit. Should any examination, inspection and audit

of Operator's books and records by the City disclose an overpayment by Operator of the consideration due, City shall promptly reimburse Operator such overpayment or authorize a credit of such amount against future monthly payments.

(c) The City's rights to inspect and audit the books and records of Operator shall survive the expiration or earlier termination of this Agreement. The City's right to audit will extend to related parties of Operator.

ARTICLE 7 ENVIRONMENTAL COVENANTS

Section 7.1 Compliance with Environmental Laws. In its operations at the Airport, the Operator shall comply, and shall cause all Owners and other permittees to comply, with all Applicable Laws (including Environmental Laws) and with the Airport environmental policies and procedures, available on file with the City, as they may be promulgated or amended from time to time. Without limiting the generality of the foregoing provision:

(a) Neither the Operator nor any Owner or permittee shall use, handle, treat, store, dispose of, discharge, or transport Hazardous Materials on, in, at, or from or to the Airport.

(b) Neither the Operator nor any Owner or permittee shall allow any spill, release, discharge, leak, emission, injection, escape, migration, disposal, or dumping (each, a "**Release**") of a Hazardous Material in any quantity in, on, at, or from the Airport (including, but not limited to, storm drains, sanitary sewer system, surface waters, soils, underground waters or air) of any Hazardous Material in violation of Environmental Laws.

(c) The Operator shall promptly abate, remove, and remediate upon discovery any Hazardous Materials released in, on, at, from, or that have migrated from, the Airport due to the Operator's Business or the actions of any Owner or permittee operating on Operator's behalf during the Term, and shall demonstrate such removal and remediation, to the reasonable satisfaction of the City. The City shall specifically have the right to insist on appropriate subsurface environmental investigations as part of any such demonstration. Any risk-based remediation shall be subject to the prior approval of the City and the Texas Commission on Environmental Quality. The Operator shall remove and remediate the Release to the satisfaction of the City.

ARTICLE 8 ASSIGNMENT

Section 8.1 No Assignment. Operator shall not assign, subcontract, sublease, license, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, (the term "**Transfer**" shall mean any such assignment, encumbrance, or transfer) except in connection with a merger (including a reincorporation merger), consolidation, reorganization, stock sale or exchange, sale of all or substantially all of Operator's assets, or a similar transaction such as an initial public offering. If there shall occur any change in the ownership of and/or power to vote, the majority of the outstanding capital stock or membership interest of Lessee, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, Operator shall obtain the City's written consent. If such a transfer

occurs, Operator will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Agreement.

(a) In no event will any Transfer diminish the City's rights to enforce any and all provisions of this Agreement.

(b) Before any Transfer becomes effective, the assignee will assume and agree by written instruments to be bound by the terms and conditions of this Agreement during the remainder of the Term.

ARTICLE 9 COMPLIANCE WITH LAWS

Section 9.1 Compliance With All Applicable Laws. At all times, Operator agrees to observe and obey all Applicable Laws at all times, including but not limited to the policies and regulations governing the conduct and operation of the Airport promulgated from time to time by the City any other Governmental Authority including, but not limited to the [Rules and Regs], and as amended from time to time, 49 C.F.R. Parts 1542 and 1544 (Airport Security) 14 CFR Part 139 (Airport Certification), and 14 CFR Part 77 (Objects Affecting Navigable Airspace).

(a) Operator also specifically warrants that it shall immediately notify City of (i) any correspondence or communication from any Governmental Authority regarding the application of any Applicable Laws to the Operator's Business, and (ii) any change in Operator's Business that would change or has the potential to change Operator's or the City's obligations and/or liabilities under any Applicable Laws.

(b) Operator shall immediately comply with any directive issued by the City to cease and desist any conduct, actions or operations of the Operator upon Airport property which may cause or have the potential to cause or raise the substantial likelihood that any such Applicable Laws will be violated.

(c) In the event the City is assessed and pays a fine because of an act or omission of Operator, its employees, agents and invitees, or of any Owner, in violation of this Article 9, Operator will reimburse the City for such payment within thirty (30) days of the City providing notification of such payment.

ARTICLE 10 DATA SECURITY

Section 10.1 Data Security. Operator will establish and maintain safeguards against the destruction, loss, or alteration of City data or third party data that Operator may gain access to or be in possession of performing under this Agreement. Operator will not attempt to access, and will not allow its personnel access to, City data or third party data that is not required for the performance of this Agreement by such personnel. Operator, Owners, and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by the City and any terms of service agreed to by City with regards to data security. In the event Operator, an Owner, or Operator's subcontractor (if any) discovers or is

notified of a breach or potential breach of security relating to City data or third party data, Operator will promptly:

(a) Notify the City of such breach or potential breach; and

(b) If the applicable City data or third party data was in the possession of Operator at the time of such breach or potential breach, Operator will investigate and cure the breach or potential breach.

ARTICLE 11 CONFIDENTIALITY OF RECORDS.

Simultaneously with providing any records to the City, Operator shall identify any such records that Operator claims are confidential or trade secrets (“**Confidential Information**”) under Texas law. In the event the City receives any public records request for such Confidential Information, the City shall notify Operator and allow Operator a reasonable opportunity, consistent with Applicable Laws, to seek judicial relief prior to disclosing any such Confidential Information. Operator understands and agrees that should it fail to identify any such records as Confidential Information when they are initially provided to the City, the City may disclose such records pursuant to a public records request without notice to Operator. The Parties agree that information disclosed to the City is subject to the Texas Public Information Act, Texas Government Code, Chapter 552, and while the City may be able to assert an exception to production, it cannot guarantee non-disclosure.

ARTICLE 12 INDEMNIFICATION

Section 12.1 Indemnity.

Operator agrees to indemnify, save, hold harmless, and defend the City, and its directors, managers, members, agents, officers, and employees, officers, officials, agents, and employees (collectively, the “**City Parties**”) free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including, without limitation, reasonable attorney fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding) and causes of action of every kind and character, known or unknown, against any City Party by reason of any damage to property or bodily injury (including death) incurred or sustained by any Party hereto, any agent or employee of any Party hereto, including but not limited to any Owners or Airport Customers, and any third or other party whomsoever, or any Governmental Authority, to the extent arising out of or incident to or resulting from or in connection with Operator’s Business, Operator’s acts, omissions or negligence or that of any of Owners upon the Airport or in conjunction with Owners’ use of the Airport for Peer-to-Peer Car Sharing (“**Claims**”), except to the extent a Claim is specifically determined to arise solely from the willful misconduct or intentional act of the City or any City Parties. Operator’s indemnity obligations provided herein include, without limitation, all claims and damages caused in whole or in part by the negligence of the City. With respect to all Claims for which Operator has an indemnification obligation, Operator shall assume the responsibility to defend such Claim at the time written notice of the Claim is first provided to the City, regardless of whether the claimant has initiated a lawsuit against

the City. For the avoidance of doubt, the City is not hereby waiving any defense or limitation of its liability. Operator recognizes the broad nature of this indemnification and hold harmless clause, and acknowledges that the City would not execute this Agreement without this indemnity. Compliance with the insurance requirements herein shall not relieve Operator of its liability or obligation to indemnify City as set forth in this Article 12.

Section 12.1 Notice of Loss. Each Party hereto shall give to the other Party, prompt and timely written notice of any loss arising out of this Agreement, meaning any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorney's fees, investigation costs, remediation costs, and court costs), of any kind or nature, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

Section 12.2 Survival. This Article 12 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 13 INSURANCE

Section 13.1 Insurance. Operator shall procure and maintain, at its sole cost and expense and at all times during the term of this Agreement, insurance of the kinds and in the amounts hereinafter provided, by financially responsible and qualified companies eligible to do business in the State of Texas with a rating of at least "A" VIII by A.M. Best or an equivalent rating by a similar entity, covering all operations under this Agreement (including those of Owners). In the event of default on the following requirements, the City reserves the right to take whatever actions deemed necessary to protect its interests. Liability and property policies, other than Workers' Compensation/Employer's Liability, will provide that the City is an additional insured. Prior to the Effective Date, Operator shall provide a certificate of insurance to City showing that Operator has complied with the obligations of this Article 13. The certificate of insurance required of this Article 13 shall provide an obligation that the insurer provide the certificate holder (City) with at least thirty (30) days prior written notice of cancellation. The Operator shall send the certificate of insurance to:

City of El Paso

Attention: Risk Management
218 North Campbell – City 2: 3rd Floor
El Paso, Texas 79901

Or by email to: ERSO@elpasotexas.gov

The following insurance coverages are required to be provided by Operator under this Agreement:

(a) Commercial Automobile Liability Insurance with a minimum limit of one million dollars (\$1,000,000) per occurrence for third party bodily injury and property damage for up to 15 passengers per vehicle. Any automobile operations in excess of 15 passengers per vehicle will require excess Commercial Automobile Liability Insurance with minimum limit of five million dollars (\$5,000,000).

(b) Commercial General Liability Insurance with a minimum limit of one Million Dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, insuring the Operator from liability from bodily injury (including wrongful death), personal injury, and damage to property resulting from the performance of this Agreement by Operator and the acts and omissions of Owners, employees, and independent contractors. Coverage shall include Contractual Liability covering liability assumed under this Agreement, including without limitation Operator's indemnification obligations.

All Vehicles must be included under Operator's Commercial Automobile Liability Policy or covered by a blanket coverage form or endorsement; and all employees and Owners and Airport Customers must be covered under Operator's General Liability policy. The limits of the foregoing insurance shall not, in any way, limit the liability of Operator under the terms of this Agreement. In addition, the foregoing insurance policies are primary insurance to any other insurance held by City with respect to obligations assumed by Operator under this Agreement.

Operator and Owners shall maintain insurance for the Vehicles in accordance with the terms of this Agreement and the laws of the State of Texas at all times.

Section 13.2 Waiver of Subrogation. Operator, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the Agreement, waives all rights against the City, members of the City's governing body and the City's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Operator. Operator shall obtain a clause of endorsement in the policies of insurance required by this Article 13 to the effect that the insurer waives, or shall otherwise be denied, the right of subrogation against the City for any loss covered by such policy.

ARTICLE 14 DEFAULT; REMEDIES

Section 14.1 Event of Default. The occurrence of any one or more of the following events shall constitute a breach of this Agreement and an "Event of Default":

(a) Operator fails to take action against Owner(s) who conduct any business or perform any acts at the Airport not specifically authorized by this Agreement, after the City notifies Operator of such unauthorized acts;

(b) Operator fails, duly and punctually, to pay any fees due under this Agreement or to submit any Monthly Gross Receipts Statement, or to make any other payment required hereunder, when due, to City, and such failure continues beyond the date specified in a written notice of such breach or default from City, which date shall be no earlier than the tenth (10th) business day after the effective date of such notice;

(c) Operator fails to obtain and maintain the insurance required by this Agreement or by the State of Texas, or to provide copies of the insurance certificates to the City as required by this Agreement; or

(d) Operator fails to keep, perform and observe each and every obligation, promise, covenant and agreement set forth in this Agreement, and such failure continues for a period of more than thirty (30) days after delivery by City of a written notice thereof.

Section 14.2 Remedies. Upon the occurrence and during the continuance of an Event of Default, City shall have the right to exercise any remedies available to the City under this Agreement, at law, or in equity, including the right to terminate this Agreement

Section 14.3 Cumulative Rights. The exercise by City of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to City under law or in equity.

Section 14.4 Fines/Penalties. By operating on the Airport, Operator and Owners shall be subject to Applicable Laws, including any fines or penalties in connection therewith. The City shall have no obligation to Operator to impose fines on, or otherwise take action against, any other person or entity at the Airport.

ARTICLE 15 GOVERNMENTAL PROVISIONS

Section 15.1 No Representations. Operator acknowledges and agrees that neither City, nor any person on behalf of City, has made, and City hereby disclaims, any representations or warranties, express or implied, regarding Operator's Business at the Airport, including any statements relating to the potential success or profitability of such venture. Operator represents and warrants that it has made an independent investigation of all aspects of the Business contemplated by this Agreement.

Section 15.2 FAA Requirements. Operator shall comply with and shall cause all of its employees, authorized agents or representatives, contractors, and subcontractors, including Owners, to comply with, to the extent required by Applicable Laws, all provisions of Exhibit B (Federal Aviation Administration Required Provisions) to this Agreement, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein.

Section 15.3 Non-discrimination. In addition to the non-discrimination provisions included in Exhibit B to this Agreement, as part of the consideration for this Agreement, Operator covenants and agrees that no person on the grounds of race, color, religion, sex, national origin or ancestry, age, sexual orientation, gender identity or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in Operator's operations at the Airport. Operator further covenants and agrees that this provision shall be binding on any successors and assigns of Operator as permitted hereunder.

Section 15.4 Access for Persons with Disabilities. Operator shall comply with the accessibility provisions of the Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and any successor laws, ordinances, rules, standards, codes, guidelines and regulations. Operator will cooperate with the City and any other regulating entity concerning accessibility and compliance with such requirements. Operator shall ensure that Vehicles are available for use by Airport Customers that might require Vehicle adaptations such as hand controls, wheelchair ramps, and seatbelt adjustments, as needed.

Section 15.5 No Partnership, Joint Venture or Agent Relationship. Nothing in this Agreement shall be construed as in any way creating or establishing a partnership relationship between the parties hereto, or as constituting the Operators, Owners, or Customers as an agent, representative or employee of the City for any purpose or in any manner whatsoever.

ARTICLE 16 GENERAL PROVISIONS

Section 16.1 Notices. Except as otherwise specifically provided in this Agreement, any notice, demand or other correspondence given under this Agreement shall be in writing and given by prepaid certified mail (return receipt requested), or reputable overnight courier (such as Federal Express), to: (a) Operator at its Notice Address; or (b) City at its Notice Address; or (c) such other address as either Operator or City may designate as its new address for such purpose by notice given to the other in accordance with this 16.1. Any notice hereunder shall be deemed to have been given and received, and effective, three (3) days mailing in accordance with this Section 16.1. For convenience of the Parties, copies of notices may also be given by facsimile or electronic mail; however, neither Party may give official or binding notice by facsimile or electronic mail.

Operator's Notice Address: Turo Inc.
Legal - Airports 111 Sutter Street,
12th Floor
San Francisco, CA 94104

City's Notice Address: El Paso International Airport
6701 Convair Rd.
El Paso, TX 79925
Attn: Director

Section 16.2 Waiver of Performance. The waiver by either Party of performance of any provisions of this Agreement shall not constitute a future waiver of performance of such provisions.

Section 16.3 Entire Agreement. The Parties intend that this Agreement shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

Section 16.4 Amendments. Except as specifically provided herein, amendments to this Agreement require written agreement of the Parties. Notwithstanding the foregoing, if a Governmental Authority requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Operator hereby agrees that the City may unilaterally amend, alter, or otherwise modify the terms of this Agreement in order to address such requirement(s) without compromising or destroying any remaining portions of this

Agreement, and such remaining provisions shall remain binding and in full effect upon the parties as if no such amendment or alteration had occurred.

Section 16.5 Successors and Assigns. Subject to the provisions of Article 8, the terms and conditions contained in this Agreement shall bind and inure to the benefit of Operator and City, and, except as otherwise provided herein, to their personal representatives and successors and assigns.

Section 16.6 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Section 16.7 Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas. Any dispute arising out of this Agreement, including, but not limited to, any issues relating to the existence, validity, formation, interpretation or breach of this Agreement, shall be brought and litigated exclusively in a state or federal court located in El Paso County, Texas; and the Parties consent to the exclusive jurisdiction thereof.

Section 16.8 Subordination to Grant Assurances. Operator understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between City and the United States of America, the State of Texas, or any of its or their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the grant or receipt of federal or State funds for the development of the Airport or the financing thereof, and to any terms or conditions imposed upon the Airport by any other Governmental Authority (“**Grant Assurances**”). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates the terms of any such deeds or agreements, the City may unilaterally amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation without compromising or destroying any remaining portions of this Agreement, and such remaining provisions shall remain binding and in full effect upon the parties as if no such amendment or alteration had occurred. Operator further agrees that it shall not knowingly cause the City to violate any Grant Assurances made by the City to the Federal Government in connection with the granting of such Federal funds.

Section 16.9 Representations of Authorization. Operator represents and warrants that Operator is a duly authorized and existing entity, that Operator has and is duly qualified to do business in the State of Texas, that Operator has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of Operator are authorized to do so. Upon City’s request, Operator shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

Section 16.10 City Approvals. Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by the City, it is understood that the Director of Aviation is hereby empowered to act on behalf of City.

Section 16.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement on _____, 2024.

CITY OF EL PASO, TEXAS:

Cary Westin
City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E.
Airport Director

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me this _____ day of _____ 20__ by Cary Westin as City Manager of the City of El Paso.

Notary Public, State of Texas

(Operator signature page on the following page)

TURO INC.

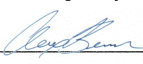
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By: 
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Printed: Alex Benn
Title: President

EXHIBIT A

OWNER OPERATING STANDARDS

All Peer-to-Peer Car Sharing Owners at the Airport must comply with the following rules:

1. **Owner Requirements.**

(a) All Owners must have a valid driver's license and all Vehicles made available through the Platform at the Airport must meet all insurance requirements established by the State of Texas at the time they are utilizing the Platform to conduct Peer-to-Peer Car Sharing Transactions at the Airport.

(b) All Owners must comply with all Texas motor vehicle laws and insurance laws.

(c) All of the Owners are subject to a criminal background check. If an Owner is flagged for potential fraudulent or criminal activity, Owner's account on the Platform will be locked down until the Owner clears the background check and any other Operator safety and security requirements fully.

(d) Owners may only offer for use the following Vehicle types, unless approved in writing by the City prior to offering such Vehicle for Peer-to-Peer Car Sharing at the Airport through the Platform: [Vehicles with a maximum height of eight (8) feet including, but not limited to, cars, vans, minivans, SUVs, trucks, pickup trucks, auto-cycles, or motorcycles]

(e) Vehicles must be clean and neat in appearance, and safe for operation.

(f) Vehicles must not be painted or display signage that is meant to advertise or solicit business on the Airport.

(g) Vehicles with safety or branding issues shall not be utilized for Peer-to-Peer Car Sharing at the Airport.

2. **Vehicle Inspections.** Vehicles operating under this Agreement may be subject at any time to inspection by the City staff or law enforcement officers as to passenger access, registration, Owner's license, license tag, insurance, and other matters pertaining to the legal, efficient and safe operation of the Owner and Vehicle at the Airport.

3. **Other Prohibited Activities.** The following activities are prohibited at the Airport:

(a) Picking-up or dropping off a Vehicle, Airport Customers, or their baggage, at any location other than the Designated Areas;

(b) Failing to provide information, or providing false information, to police officers or Airport personnel if and when requested;

(c) Failing to permit inspection of a Vehicle by City or law enforcement personnel while operating on Airport property;

- (d) Soliciting Airport Customers while on Airport property;
- (e) Using or possessing any alcoholic beverage while on Airport property;
- (f) Failing to operate a Vehicle in a safe manner;
- (g) Failing to comply with posted speed limits and traffic control signs;
- (h) Using profane or vulgar language;
- (i) Attempting to solicit payment in excess of that authorized by law;
- (j) Orally soliciting for or on behalf of any hotel, club, nightclub, or other business;
- (k) Soliciting of any activity prohibited by Applicable Laws;
- (l) Operating a Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment or insurance;
- (m) Using or possessing any illegal drug or narcotic while on Airport property;
- (n) Offering Peer-to-Peer Car Sharing on Airport property without proper authorization or at any time during any Owner's, authority to operate at the Airport is suspended or revoked;
- (o) Engaging in practices intended to deliberately inflate prices for Airport Customers;
- (p) Threatening or intimidating anyone on Airport property;
- (q) Engaging in any criminal activity;
- (r) Storing anything on Airport property (other than short-term storage of Vehicles as contemplated by this Agreement);
- (s) Maintenance, washing, or servicing of Vehicles.

EXHIBIT B**FEDERAL AVIATION ADMINISTRATION REQUIRED PROVISIONS****B. General Civil Rights Clause.**

1. In all its activities within the scope of its airport program, 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Operator transfers its obligation to another, the transferee is obligated in the same manner as Operator.
2. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, Operator, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (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 Lease.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor 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 Contractor of the contractor'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 Contractor 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 City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City 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 a Contractor's noncompliance with the non-discrimination provisions of this contract, the City 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 Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor 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 issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d, *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 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);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101, *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 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 or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 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;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Subcontracts. Operator agrees that it shall insert in any subcontracts the clauses set forth in paragraphs (A) through (C) above and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. Operator shall be responsible for

compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (C).