

FIRST AMENDMENT TO THE LEASE AGREEMENT

Between

THE CITY OF COLUMBIA, MISSOURI

And

ENTERPRISE LEASING COMPANY OF STL, LLC

For

LEASE OF CAR WASH FACILITY AT COLUMBIA REGIONAL AIRPORT

THIS AMENDMENT (hereinafter “Amendment”) is made by and by and between the **CITY OF COLUMBIA**, a municipal corporation (hereinafter called “CITY”), and **Enterprise Leasing Company of STL, LLC**, a limited liability company organized in the State of Delaware, and with authority to transact business within the State of Missouri, (hereinafter “ENTERPRISE”) both parties to a Lease Agreement entered into on October 18, 2021 (hereinafter “Lease Agreement”) and is entered into on the date of the last signatory noted below (hereinafter “Effective Date”). CITY and ENTERPRISE are each individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, CITY and ENTERPRISE entered into a Lease Agreement to lease to ENTERPRISE a car wash facility, owned by CITY and located at 11300 South Airport Drive Columbia, Missouri (hereinafter the “Facility”); and

WHEREAS, both Parties wish to mutually amend Lease Agreement to account for the real estate tax assessed on the Facility and to require ENTERPRISE to be responsible for the real estate taxes assessed on the Facility beginning in the year 2022 and continuing throughout the duration of the Lease Agreement.

WHEREAS, the Parties hereto desire to formally amend the Agreement with this Amendment and desire to be bound by the terms contained in the Agreement as amended or supplemented by those terms contained in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. All terms and provisions of Original Agreement, a copy of which is attached hereto as **Attachment 1** and made a part of this Amendment, will remain in full force and effect on both Parties, except as amended in this Amendment. If there is conflict between this Amendment and the Original Agreement, or any earlier amendment, then the terms of this Amendment will prevail.
2. Section 9 – Special Assessments shall be replaced with the following:

- a. **Special Assessments.** CITY shall pay all special assessments, if any, on the Facility during the term of the lease. ENTERPRISE shall pay all real estate taxes assessed on the Facility, beginning on January 1, 2022 and throughout the term of the lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to the Original Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seawood, City Manager

Handwritten signature and date: 4/22/22

Date: _____

ATTEST:

By: _____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor / KM

ENTERPRISE LEASING COMPANY OF STL, LLC

By: *John Peritore*
Name and Title: John Peritore - Vice President
and General Manager

April 18, 2022
Date

ATTEST:

By: *Randy Phillips*

Name: Randy Phillips

Attachment I: Original Lease Agreement

Introduced by Treece Council Bill No. R 163-21

A RESOLUTION

authorizing an agreement with Enterprise Leasing Company of STL, LLC for the lease of a car wash facility at the Columbia Regional Airport.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

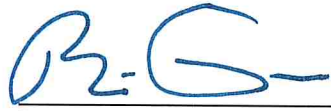
SECTION 1. The City Manager is hereby authorized to execute an agreement with Enterprise Leasing Company of STL, LLC for the lease of a car wash facility at the Columbia Regional Airport. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

ADOPTED this 18th day of October, 2021.

ATTEST:




City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

LEASE AGREEMENT

Between

THE CITY OF COLUMBIA, MISSOURI

And

ENTERPRISE LEASING COMPANY OF STL, LLC

For

LEASE OF CAR WASH FACILITY AT COLUMBIA REGIONAL AIRPORT

THIS AGREEMENT (“Agreement”) by and between the City of Columbia, Missouri, a municipal corporation (“**City**”), and Enterprise Leasing Company of STL, LLC, a Limited Liability Company, organized in the State of Delaware, and with authority to transact business within the State of Missouri, (“**Enterprise**”), is entered into on the date of the last signatory below (“Effective Date”). **City** and **Enterprise** are each individually referred to herein as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, **City** owns and operates Columbia Regional Airport upon a tract of land located at 11300 South Airport Drive Columbia, Missouri (the "Property"); and

WHEREAS, a car wash facility located at 11331 South Airport Drive Columbia, MO 65201 (the “Facility”) on the Property is owned by **City** for airport purposes; and

WHEREAS, **Enterprise** conducts a motor vehicle rental service at the Property and the Facility has a unique or enhanced value because of its accessibility, configuration, location, size or use; and

WHEREAS, the City Manager is authorized to enter this contract pursuant to the City of Columbia Code of Ordinances Section 2-515(b)(1); and

WHEREAS, **City** and **Enterprise** wish to enter into this lease pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree to the following:

1. The recitals above are true and correct.

2. **Term.** The term of this Agreement shall begin on the Effective Date, and shall continue, month to month, until cancelled by the City or terminated by either Party through written notice provided at least thirty (30) days prior to the date of termination.
3. **Pricing.** Both **Parties** agree the rent for this Lease will be fixed at the amount provided herein.
4. **Use of Property.** **City** hereby grants **Enterprise** the privilege of using the leased property, identified in **Exhibit A**, for washing, cleaning, renting, and storing automobiles in conjunction with its motor vehicle rental service.
5. **Enterprise's Duties and Responsibilities.**
 - a. **Enterprise** shall exercise reasonable skill, care, and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect and under similar conditions in the locality of the property at the time of performance.
 - b. **Enterprise** shall use the Facility only for the permitted uses and under **Enterprise's** trade name.
 - c. **Enterprise** shall have the right to install professionally prepared signs at the Facility and at such locations at the Facility that **City** approves, which approval will not be unreasonably withheld, conditioned, or delayed.
 - d. **Enterprise** shall provide and pay the cost of all utility service to the Facility.
 - e. **Enterprise** shall not do or suffer any waste or damage to the Facility.
 - f. **Enterprise** shall not use the Facility in a manner that interferes with the safe and efficient operation of the airport. The decision as to what interferes with the safe and efficient operation of the airport is left to the **City's** sole judgment and discretion.
 - g. **Enterprise** shall not use the Facility in a manner that would violate any federal, state, and/or local law, ordinance, rule or regulation.
 - h. **Enterprise** agrees to maintain the curtilage and fixtures of the Facility in good condition at all times during the term of this lease.
 - i. Upon the expiration or termination of this Agreement, **Enterprise** shall quit and surrender the leased property in good condition as of the date hereof, damage by casualty and reasonable wear and tear excepted, and **Enterprise** shall remove its equipment and any other property therefrom and repair any damage caused by such removal. Any equipment or property not so removed at the expiration or termination date shall be deemed abandoned, but **Enterprise** shall nonetheless remain liable for the cost of its removal.

- j. **Enterprise** shall not cause or permit any lien or encumbrance to attach to or be placed upon the **City's** title or interest in the leased property.
 - k. **Enterprise** shall not make any alterations, additions, or improvements to the Facility without the prior written consent of the **City**.
 - l. **Enterprise** shall not enroll the leased property in any federal, state, or local government program without the prior written consent of the **City**.
6. **Enterprise** does not have the right to exclusive possession of any portion of the **City's** property. **City** shall at all times have access to the leased property if necessary to ensure the safe and efficient operation of the airport.
7. **Rent.** The sum of Two Thousand Two Hundred Fifty dollars (\$2,250.00) per month.
8. **Payments.** Payment, in the form of cash, check, and/or money order, must be mailed or delivered to the Treasurer's Office, 701 East Broadway, Columbia, Missouri 65201, or by mail to the City of Columbia Finance Department, P.O. Box 6015, Columbia, Missouri 65205 (do not mail cash) on or before the first day of each month. In the event **Enterprise** is delinquent for a period of fifteen (15) days or more in paying to the **City** any monies due and owing to the **City** pursuant to this Agreement, **City** may, at **City's** option, terminate this agreement. **Enterprise** shall pay **City** a returned check fee of two hundred fifty dollars (\$250.00) for each of **Enterprise's** returned checks. **Enterprise** shall pay to **City** interest thereon at a rate of ten percent (10%) per annum from the date payment was due until full payment is made for any amount due and owing after termination of the Agreement.
9. **Special Assessments.** **City** shall pay all special assessments, if any, on the leased property during the term of the lease.
10. **Environmental Liability.** **City** shall maintain environmental liability for the leased property.
11. **Termination.**
 - a. By Enterprise. **Enterprise** may terminate the lease by giving written notice to the **City** at least thirty (30) days prior to the date of termination.
 - b. By City. **City** may terminate the lease by giving written notice to **Enterprise** at least thirty (30) days prior to the date of termination.

- c. For Default. Either party may terminate this Agreement for cause if the other Party fails to fulfill its obligations that are essential per the terms and conditions of the Agreement. The Party initiating the termination action must allow the Breaching Party an opportunity to dispute or cure the breach. The Terminating Party must provide the Breaching Party fifteen (15) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement. In the event of continued default in the performance or observance of any covenant or condition contained herein after fifteen (15) days prior written notice of default given by **City to Enterprise**, **City** shall have the right to immediately possess the leased premises and in such event **Enterprise** agrees to surrender immediate possession of the leased premises to **City**.
 - d. Upon termination of this Agreement, by lapse of time or otherwise, **Enterprise** shall immediately surrender possession of the leased property to the **City** in good condition. In the event **Enterprise** shall hold over, **City** shall be entitled to a payment from **Enterprise** of a hold over fee of _____ dollars (\$___) per month. Any holding over by **Enterprise** shall be construed to be a tenancy from month to month.
12. **Inspection.** **Enterprise** will permit representatives of **City** to enter the leased property at any reasonable time for the purpose of inspecting or viewing the same for any reasonable purpose.
13. **Conflicts.** No salaried officer or employee of **City** and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. **Enterprise** covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. **Enterprise** further covenants that in the performance of this Agreement no person having such interest shall be employed.
14. **No Assignment.** **Enterprise** shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of **City** thereto. Notice of such assignment or transfer shall be furnished in writing promptly to **City**. Any such assignment is expressly subject to all rights and remedies of **City** under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall

require **City** to give any notice to any such assignee of any actions which **City** may take under this Agreement, though **City** will attempt to so notify any such assignee.

15. **Laws and Regulations.** **Enterprise** shall comply with all laws, regulations, rules, and ordinances of the County of Boone, the State of Missouri, and the United States of America, which are now in effect or are hereafter promulgated, relating to the leased premises and the use of the same including those due to the location of the leased premises near the airport. **Enterprise** shall also observe and comply with all federal, state, or local laws, ordinances, rules, and regulations applicable to the Airport, which are now in effect or are hereafter promulgated. **Enterprise** shall also observe and comply with all applicable federal, state, and or local laws, rules, and regulations concerning the handling and disposal of hazardous materials.

16. **Attorney's Fees.** In the event any cause of action or legal proceeding is instituted or filed in any court to enforce any of the provisions of this lease, the Party against whom judgment is entered shall pay the other Party a reasonable attorney's fee in connection with the proceedings.

17. **Employment Of Unauthorized Aliens Prohibited.** **Enterprise** agrees to comply with Missouri State Statute section 285.530 in that **Enterprise** shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, **Enterprise** shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. **Enterprise** shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Enterprise** shall require each subcontractor to affirmatively state in its contract with **Enterprise** that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. **Enterprise** shall also require each subcontractor to provide **Enterprise** with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. **General Independent Contractor Clause.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the **Enterprise** will be an independent contractor and not **City's** employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code,

Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. **Enterprise** will retain sole and absolute discretion in the judgment of the manner and means of carrying out **Enterprise's** activities and responsibilities hereunder. **Enterprise** agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between **Enterprise** and **City**, and **City** will not be liable for any obligation incurred by **Enterprise**, including but not limited to unpaid minimum wages and/or overtime premiums.

19. **Waiver.** No waiver of any forfeiture by acceptance of rent or otherwise shall waive any subsequent cause of forfeiture or breach of any condition of this lease.
20. **Successors and Heirs.** This Agreement shall be binding upon **City** and its successors and assigns, and shall be binding upon **Enterprise** and its heirs, executors, and administrators, successors and assigns, subject to the restrictions contained in the lease against assignment and subletting by **Enterprise**.
21. **Notices.** Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia

Economic Development Department

P.O. Box 6015

Columbia, MO 65205-6015

ATTN: Director of Economic Development and Airport Manager

With a copy to:

City of Columbia

Law Department

P.O. Box 6015

Columbia, MO 65205-6015

ATTN: City Counselor

If to Enterprise:

Enterprise Leasing Company of STL, LLC

10144 Page Avenue

St. Louis, MO 63132

With a copy to:

Enterprise Holdings, Inc.

600 Corporate Park Drive

St. Louis, MO 63105

ATTN: Real Estate Department

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

22. **Public Records Act. City** is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and **Enterprise** agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.
23. **No Third-Party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner, or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
24. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any

provision or any remedy available to it unless such amendment, addition, modification, or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

25. **Governing Law and Venue.** This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

26. **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, **Enterprise** shall indemnify and hold harmless the **City of Columbia**, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of **Enterprise**, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with **Enterprise** or a subcontractor for part of the services), of anyone directly or indirectly employed by **Enterprise** or by any subcontractor, or of anyone for whose acts **Enterprise** or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require **Enterprise** to indemnify, hold harmless, or defend the **City of Columbia** from its own actions, inactions, (willful or otherwise), or its own negligence.

27. **No Waiver of Sovereign Immunity.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

28. **Professional Oversight Indemnification.** **Enterprise** understands and agrees that **City** has contracted with **Enterprise** based upon **Enterprise**'s representations that **Enterprise** is a skilled professional and fully able to perform the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, **Enterprise** agrees to defend, indemnify and hold and save harmless **City** from any and all claims, settlements, and judgments whatsoever arising out of **City**'s alleged negligence in failing to properly supervise **Enterprise**.

29. **Professional Responsibility.** **Enterprise** shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices. If **Enterprise** fails to meet the foregoing standard, **Enterprise** shall perform at its own cost, and without reimbursement from **City**, the professional services necessary to correct the errors and omissions which are caused by **Enterprise**'s failure to comply with above standard, and which are reported to **Enterprise** within one (1) year from the completion of **Enterprise**'s services.
30. **Subordination to U.S. Government.** This Lease shall be subordinate to the provisions of any existing or future agreement(s) between the **City** and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to **City** for Federal funds for the development of the Airport.
31. This Agreement shall be subject to and subordinate to existing or future federal, state, or local laws, codes, regulations, ordinances, rules and orders relative to the development, construction, operation, or maintenance of the Airport.
32. If any covenant, condition, provision, or term of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provisions, and terms of this agreement shall not be affected thereby, but each covenant, condition, provision, or term of this Agreement shall be valid and in force to the fullest extent permitted by law.
33. **Waiver of City's Lien.** The **City** shall not have, and hereby expressly waives any lien that it might have, whether statutory or otherwise, in **Enterprise**'s personal property, fixtures, satellite dish antenna, inventory or stock-in-trade for any reason whatsoever.
34. **No Rights Conferred.** Nothing in this Agreement shall be deemed to confer upon **City** any right or interest in **Enterprise**'s Trade Name, trade dress, slogans, or other property or procedures of **Enterprise**.
35. **Insurance.** **Enterprise** shall maintain, on a primary basis and at its sole expense, at all times during the term of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the **City**'s review or acceptance of insurance maintained by **Enterprise** is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by **Enterprise** under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-IX.

- a. Workers' Compensation & Employers Liability. **Enterprise** shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
- b. Commercial General Liability. **Enterprise** shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- c. Business Auto Liability. **Enterprise** shall maintain Business Automobile Liability at a limit of not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event **Enterprise** does not own automobiles, **Enterprise** agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- d. **Enterprise** may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Enterprise** agrees to endorse **City** as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- e. The **City of Columbia**, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the **Enterprise** and **City**. **Enterprise** is required to maintain coverages as stated and required to notify **City** of a Carrier Change or cancellation within two (2) business days. **City** reserves the right to request a copy of the policy or a certificate of compliance.
- f. **Enterprise** agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit **Enterprise** to enter into an pre-loss agreement to waive subrogation without an endorsement, then **Enterprise** agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should **Enterprise** enter into such an agreement on a pre-loss basis.

- g. The Parties hereto understand and agree that **City** is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to **City**, or its elected officials or employees.
- h. **Enterprise** agrees to provide **City** with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the **City** as additional insured in an amount as required in this contract and contain a description of the project or work to be performed.
- i. **City** reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage; changes in the scope of work/specifications affecting the applicability of coverage. Additionally, **City** reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operate legally.
- j. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event **Enterprise** fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, **City** shall have the right to cancel and terminate this Agreement without notice.
- k. The insurance required by the provisions of this article is required in the public interest and **City** does not assume any liability for acts of **Enterprise** and/or their employees and/or their subcontractors in the performance of this Agreement.

36. **Acknowledgement.** **Enterprise** acknowledges that state and/or federal grant funds may be used in the development, construction, operation, or maintenance of the Airport. **Enterprise** agrees to familiarize itself and comply with all conditions and requirements for utilization of such grant funds, including but not limited to those set forth in this Agreement.

- a. General Civil Rights Provisions. **Enterprise** agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds **Enterprise** and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- b. Compliance with Nondiscrimination Requirements. During the performance of this contract, **Enterprise**, for itself, its assignees, and successors in interest (hereinafter referred to as the "**Enterprise**"), agrees as follows:

1. **Compliance with Regulations: Enterprise** (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination: Enterprise**, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. **Enterprise** 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 Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by **Enterprise** 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 **Enterprise** 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: Enterprise** 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 sponsor 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, **Enterprise** will so certify to the sponsor 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 **Enterprise's** noncompliance with the non-discrimination provisions of this contract, the sponsor 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 **Enterprise's** under the contract until the **Enterprise's** complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions: Enterprise's** 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. **Enterprise's** will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if

Enterprise's becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, **Enterprise's** may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, **Enterprise** may request the United States to enter into the litigation to protect the interests of the United States.

- c. Real Property Acquired or Improved Under the Airport Improvement Program. The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the **City of Columbia, Missouri**, pursuant to the provisions of the Airport Improvement Program grant assurances.
- A. **Enterprise** for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, **Enterprise** will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **City of Columbia, Missouri**, will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **City of Columbia, Missouri**, will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **City of Columbia, Missouri**, and its assigns
- d. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, **Enterprise**, for itself, its assignees, and successors in interest (hereinafter referred to as the "**Enterprise**") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- 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);
- 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;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (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);
- Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which 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;
- 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. at 74087 to 74100);
- 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.*)
 - e. Energy Conservation Requirements. **Enterprise** and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).
 - f. Federal Fair Labor Standards Act. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards

for full and part-time workers. **Enterprise** has full responsibility to monitor compliance to the referenced statute or regulation. **Enterprise** must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- g. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

37. **Contract Documents.** This Agreement includes the following exhibits, which are incorporated herein by reference.

38. **Counterparts and Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

<u>Exhibit/Attachment</u>	<u>Description</u>
A	Identification of the Leased Property
B	Insurance Certificate

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

39. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **Enterprise** and **City** relative to the Lease described herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to **Enterprise** and **City** described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: ^{DocuSigned by:}
John Glascock
09A68FE5A6D1468...
John Glascock, City Manager *10/29/21*

Date: 10/18/2021

ATTEST:

By: ^{DocuSigned by:}
Sheela Amin
4E1F069B868D40A...
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: ^{DocuSigned by:}
Nancy Thompson
DA01C98E798B4D2...
Nancy Thompson, City Counselor / MDB ^{DS}
MB

(Seal)

**ENTERPRISE LEASING COMPANY
OF STL, LLC**

By: John Peritore
John Peritore
Vice President / General Manager

Date: 9/21/2021

ATTEST:

By: Andrew Stokes

Name: Andrew Stokes

EXHIBIT A
IDENTIFICATION OF LEASED PROPERTY

11331 South Airport Drive, Columbia, MO 65201



EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 856-966-4864 FAX (A/C, No): 212-948-0811 EMAIL ADDRESS: St.Louis.CertRequest@Marsh.Com
	INSURER(S) AFFORDING COVERAGE
CN101321765-STND-GAW-21-22 01C1 EHI	INSURER A: The Travelers Indemnity Company of Connecticut NAIC # 25682 INSURER B: Travelers Property Casualty Company of America 25674 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CRH-0099202799-01 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Fire Damage (Any One Fire) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		HC2E-GLSA-474M7351-TCT-21	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SIR 2,000,000		HEEAP-474M7302-TCT-21	09/01/2021	09/01/2022	OWNED/REN'D LIABILITY (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	US-8P768351-21-NC-R (WI) HWXJUB-474M7074-21 (OH) UB-8P137346-21-NC-T (AOS) *SEE ATTACHED*	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: GPER 01C1; Address: 11300 S Airport Dr Columbia MO 65201; Enterprise, Alamo, National COU Airport.
 City of Columbia, Missouri, a municipal corporation, its elected officials, and its employees is/are added as an additional insured (except Workers Compensation) where required by written contract. Auto coverage insures any Auto owned or leased by the named insured while operated by employees of the named insured. No coverage provided to renters under this policy. Waiver of Subrogation is applicable where required by written contract.

CERTIFICATE HOLDER City of Columbia, Missouri a municipal corporation Attn: Airport Manager PO Box 6015 Columbia, MO 65205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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EXHIBIT B (continued)

AGENCY CUSTOMER ID: CN101321785

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Enterprise Holdings, Inc. and its subsidiaries 600 Corporate Park Drive St. Louis, MO 63105	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation Continued:

Carrier: The Standard Fire Ins. Co.
Policy #: UB-36876596-21-NCF (Excess MN)
Effective Date: 09/01/2021
Expiration Date: 09/01/2022

Workers Compensation coverage for employees in Puerto Rico and in the States of North Dakota, Washington and Wyoming is provided through the Monopolistic State programs. Workers Compensation coverage for employees in Ohio is self-insured. Workers Compensation policy# UB-6P137345-21-NCT provides Employers Liability for all States with the exception of Wisconsin. Policy# UB-SP765351-21-NCR provides Employers Liability for Wisconsin.