

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
February 3, 2023**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, February 3, 2023 at 8:30 a.m. in the Conference Room at the Authority's Administrative Offices, Asheville Regional Airport ("Airport"), 61 Terminal Drive, Suite 1, Asheville, NC 28732.

MEMBERS PRESENT: Brad Galbraith, Chair; George H. Erwin, Jr., Vice-Chair; Susan Russo Klein; Britt Lovin; Nathan Kennedy; and Robby Russell

MEMBERS ABSENT: Carl H. Ricker, Jr.

STAFF AND LEGAL COUNSEL PRESENT: Cindy Rice, Authority Legal Counsel; Lew Bleiweis, President & CEO ("president"); Michael Reisman, Chief Operating Officer; Tina Kinsey, VP - Marketing, Public Relations and Air Service Development; Janet Burnette, Chief Financial Officer; Shane Stockman, VP - Information Technology; John Coon, VP - Operations and Maintenance; Christina Madsen, VP - Business Development and Properties; Jared Merrill, VP - Planning; Samuel Sales, Chief of Public Safety; Angela Wagner, VP - Administration and Human Resources; and Ellen Heywood, Clerk to the Board

ALSO PRESENT: Jason Sandford, Ashevegas; Jeff Kirby, Parrish & Partners; Jon McCalmont, Parrish & Partners; John Mafera, McFarland Johnson; Chad Nixon, McFarland Johnson

CALL TO ORDER: The Chair called the meeting to order at 8:30 a.m.

BOARD MEMBER INTRODUCTION: George Erwin spoke about his career in law enforcement and how it is an honor to serve on the Authority Board.

EMPLOYEE RECOGNITION: The Chair recognized Samuel Sales with a service award and gift for his 10 years of service with the Authority

PRESENTATIONS:

A. AVL Forward PR Plan: Tina Kinsey gave a presentation to the Board on the public relations ("PR") plan for the terminal modernization and expansion project. Mrs. Kinsey reviewed the goals and theme of the PR plan, some of the messaging that has been developed, as well as samples of collateral. The Board was appreciative of the campaign being planned and thanked Mrs. Kinsey for her presentation.

FINANCIAL REPORT: A review of enplanements, aircraft operations, and general aviation activity for the month of December as well as some year-end information was delivered by the president. Janet Burnette reported on the financial activity for the month of December.

CONSENT ITEMS: The Chair stated that Consent Item E, Approval of the Greater Asheville Regional Airport Authority December 9, 2022 Closed Session Minutes, would be pulled for review in Closed Session.

A. Approval of the Greater Asheville Regional Airport Authority December 9, 2022 Regular Meeting Minutes:

B. Approval of Updates to Peer-to-Peer Vehicle Sharing Business Regulation Policy:

C. Approval of Updates to Music in the Airport Policy:

D. Approval of an Agreement Amendment between The Paradies Shops, LLC. and the Greater Asheville Regional Airport Authority:

Ms. Russo Klein moved to approve Consent Items A through D. Mr. Russell seconded the motion and it carried unanimously.

OLD BUSINESS: None

NEW BUSINESS:

A. Approval to Unseal Closed Session Minutes: The president stated that he has reviewed the preceding year's Closed Session Minutes and provided a recommendation for the unsealing of certain minutes. The minutes to be unsealed are of a business matter that have come to fruition and are no longer of a confidential nature.

Mr. Erwin moved to unseal those portions of Closed Session Minutes as designated and recommended by the President and CEO. Ms. Russo Klein seconded the motion and it carried unanimously.

B. Ratification of Settlement Agreement without Prejudice between Greater Asheville Regional Airport Authority and Turo, Inc.: Christina Madsen informed the Board that the Authority and Turo, Inc. have reached an agreement to settle the lawsuit filed in Buncombe County Superior Court, Case No. 22 CVS 2714. Mrs. Madsen requested the Board ratify the Settlement Agreement without Prejudice that the president & CEO executed.

The Board thanked Mrs. Madsen and Ms. Rice for their diligence resolving this issue.

Ms. Russo Klein moved to ratify the Settlement Agreement between the Greater Asheville Regional Airport Authority and Turo, Inc. Mr. Russell seconded the motion and it carried unanimously.

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STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement"), effective as of the 15th day of January, 2023, is hereby entered into by and among the Greater Asheville Regional Airport Authority ("GARAA"), a body corporate and politic created and existing under the laws of the State of North Carolina; and Turo Inc. (occasionally also referred to as Turo, Inc.)("Turo"), a corporation organized and existing under the laws of the State of Delaware, (individually "GARAA" and "Turo" are each a "Party" and collectively are the "Parties");

WITNESSETH:

WHEREAS, GARAA is the owner and operator of the Asheville Regional Airport ("Airport") located in Buncombe County, NC and Henderson County, NC;

WHEREAS, Turo is the owner and operator of a web-based peer-to-peer vehicle sharing program that provides a peer-to-peer vehicle sharing marketplace throughout the country, including in North Carolina, which has a principal place of business in San Francisco, California;

WHEREAS, Turo's peer-to-peer vehicle sharing program connects vehicle owners ("Turo Hosts") with guests who need to book a vehicle ("Turo Guests") through its web-based platform with Turo then receiving a percentage of the proceeds from each shared vehicle transaction between the Turo Guests and the Turo Hosts;

WHEREAS, Turo desires to obtain a permit consistent with Turo Hosts' operations at the Airport as Turo Hosts have been operating at the Airport since at least May of 2022;

WHEREAS, disputes, disagreements and controversies have arisen between GARAA and Turo over, among other things, the use of Turo's peer-to-peer vehicle sharing platform at the Airport and Turo Hosts operations at the Airport, and, in particular, regarding Turo's allegedly operating a commercial activity at the Airport without first obtaining a permit from GARAA and without complying with GARAA's rules, regulations, policies and procedures;

WHEREAS, on or about December 21, 2022, GARAA filed a lawsuit against Turo in Buncombe County Superior Court, Case No. 22 CVS 4714 ("Case"), and asserted claims for, among other things, Violation of GARAA's Ordinance and Regulations; Trespass; Demand for Accounting; Unfair or Deceptive Trade Practices; and, in the alternative, Unjust Enrichment, and sought, among other things, an injunction prohibiting Turo from engaging in any further commercial activity at the Airport or from trespassing upon Airport Property; compensatory damages for lost revenues; an accounting of all revenues generated by Turo at the Airport; punitive damages; treble damages; and attorney's fees; and

WHEREAS, prior to Turo filing an answer or other responsive pleading in the Case, the Parties, through counsel, have now agreed to compromise and settle all of the disputes,

disagreements and controversies between them, and as asserted in the Case, and have agreed to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises contained herein, the receipt and sufficiency of said consideration being hereby acknowledged, the Parties hereto agree as follows:

1. **Acceptance of Service.** Associate General Counsel for Turo is authorized to and will accept service of the Summons and Complaint filed in the Case on behalf of Turo by signing the Acceptance of Service attached hereto and incorporated herein by reference as **Exhibit A.** An original signed Acceptance of Service will be returned to counsel for GARAA for filing with the Buncombe County Clerk of Superior Court on or before Tuesday, January 17, 2023.
2. **Operating Agreement with GARAA.** Contemporaneously with the execution of this Agreement, the Parties will each also execute and enter into the Peer-to-Peer Vehicle Sharing Provider Operating Agreement (“Operating Agreement”), a copy of which is attached hereto and incorporated herein by reference as **Exhibit B,** which will allow Turo to legally operate at the Airport for a period of one year (with the possibility for extensions upon agreement of the Parties), so long as it complies with the terms of the Operating Agreement and the rules, regulations, policies and procedures promulgated by GARAA.
3. **Modifications to Regulation.** GARAA agrees to make certain changes to its existing Administrative Rules & Regulations Section 117.01 Peer-to-Peer Vehicle Sharing Regulation (“Regulation”), as shown on the copy attached hereto and incorporated herein by reference as **Exhibit C.** Turo acknowledges that it understands the changes to the Regulation require formal approval by the GARAA Board. GARAA acknowledges that it does not anticipate a problem securing the GARAA Board’s approval of the Regulation changes, and GARAA agrees to present the revised Regulation to the GARAA Board for approval at the next regularly scheduled meeting of the GARAA Board on February 3, 2023.
4. **Turo’s Payment of Existing Violations.** Turo agrees to pay the fines associated with the outstanding violations issued to Turo and to Turo Hosts by GARAA. The total amount of the fines to be paid by Turo is \$1,200.00 (“Fines”). Payment of the Fines shall be made to GARAA on or before January 20th by the delivery of a check made payable to the Greater Asheville Regional Airport Authority to the attention of Janet Burnette, Chief Financial Officer, Greater Asheville Regional Airport Authority, 61 Terminal Drive, Suite 1, Fletcher, NC 28732.
5. **Stipulation of Dismissal without Prejudice.** GARAA agrees to seek formal ratification of this Agreement by the GARAA Board at the next regularly scheduled meeting of the Board on February 3, 2023. After full execution of this Agreement and the Operating Agreement, and receipt of the Fines, counsel for GARAA and for Turo shall execute the Stipulation of Voluntary Dismissal without Prejudice attached hereto and incorporated herein by reference as **Exhibit D.** Thereafter, counsel for GARAA shall file the fully-executed Stipulation of Voluntary

Dismissal without Prejudice with the Buncombe County Clerk of Superior Court on or before Monday, February 6, 2023.

6. Limited Release and Reservation of Rights by GARAA. The Parties acknowledge and agree that they are entering into this Agreement because they desire to amicably and voluntarily resolve all of the disputes, disagreements and controversies between them related in any way to actions or omissions that have occurred up through the effective date of this Agreement. GARAA hereby releases Turo, and each of its' subsidiaries and affiliated entities, and Turo Hosts, from all claims for damages and any other non-injunctive relief asserted in the Case for acts and/or omissions occurring up through the effective date of this Agreement. GARAA hereby reserves all claims it may have, against Turo and the Turo Hosts, for injunctive relief, whether or not such claims are asserted in the Case. The Parties further acknowledge and agree that neither this Agreement nor the filing of the Stipulation of Dismissal shall, in anyway, release, limit or preclude the assertion of any future claims by GARAA, if, after the effective date of this Agreement, Turo breaches the Operating Agreement, or engages in unauthorized commercial activity at the Airport, trespasses upon Airport property, or engage in any other actions in violation of any of GARAA's rules, regulations, policies and procedures. The Parties acknowledge and agree that GARAA is reserving all of its rights and claims against Turo arising after the effective date of this Agreement, including the right to seek future damages and/or injunctive relief. Turo therefore agrees not to assert this Agreement or the Stipulation of Dismissal to be filed in the Case as a defense to any future action filed by GARAA for matters occurring after the effective date of this Agreement.

7. Agreement Effective Immediately. The Parties hereby agree that this Agreement shall be effective immediately, and that the approval of the above-referenced Regulation revisions and ratification of this Agreement by the GARAA Board are conditions subsequent, and are not conditions precedent to the effectiveness of this Agreement.

8. Attorney's Fees & Costs. The Parties hereby agree that each Party shall be responsible for their own attorney's fees and costs associated in any way with this Agreement, the Operating Agreement, or the Case.

9. No admission of wrongdoing. The Parties agree that nothing contained in this Agreement, no document generated by the Parties in connection with this Agreement, or no action taken by any Party in connection with this Agreement, constitutes an admission of wrongdoing or liability on the part of any Party, liability being expressly denied by all the Parties.

10. Further Assurances. The Parties agree that, without any additional consideration, they shall execute such additional documents and take such additional actions as shall be reasonably necessary or appropriate to effect the consummation of the terms of this Agreement.

11. Terms of Agreement Negotiated. This Agreement has been negotiated and drafted by all Parties and their representatives. The Parties to this Agreement represent and warrant that they have read and understand this Agreement and have consulted their respective

counsel concerning its legal effect. It is further represented, declared and agreed by the undersigned that the terms of this Agreement are fully understood and that the judgment of the undersigned is relied upon wholly in so doing and that the above referenced consideration is voluntarily accepted by the undersigned for the purposes of making a full and final compromise. No rule of construction shall apply to this Agreement construing its provisions in favor or against any Party.

12. Electronic Signatures and Execution in Counterparts. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature. Further, this Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same, single document. The Parties, however, agree to provide original signature pages for all documents that must be filed with the Buncombe County Clerk of Superior Court.

13. Severability. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions or of the Agreement as a whole.


14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. This Agreement is made without reliance upon any statement or representation of the other Parties or their representatives and the terms of this Agreement are contractual and not mere recitals. This Agreement may only be amended or modified by a written instrument signed by all the Parties to this Agreement.

15. Headings. Headings contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.


16. Governing Law. This Agreement shall be governed, interpreted and enforced pursuant to the laws of the State of North Carolina, and shall be enforced in the state courts of Buncombe County, North Carolina.

IN WITNESS WHEREOF, the Parties have caused the due execution of this Agreement as of the ___ day of January, 2023.

Greater Asheville Regional Airport Authority

By: 
Lew Bleiweis, A.A.E, President & CEO

Turo Inc.

DocuSigned by:
By: 
Alex Benn, President

FILED

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

2023 JAN 25 P 3:14 PM THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

BUNCOMBE CO., C.S.C. FILE No. 22 CVS 4714

GREATER ASHEVILLE REGIONAL AIRPORT
AUTHORITY,

BY

Plaintiff,

ACCEPTANCE OF SERVICE

vs.

TURO INC., and multiple unknown JANE DOE
AND JOHN DOE Defendants (#1-100),

Defendants.

I, Matthew Brown, Associate General Counsel for Turo Inc., do hereby certify that I have been authorized and instructed by Defendant Turo Inc. to accept service of process of the Civil Summons and Complaint filed in the above entitled civil action pending before the Buncombe County, North Carolina Superior Court, and service by an officer or otherwise is hereby expressly waived. I do hereby accept service of process of the Civil Summons and Complaint on behalf of Defendant Turo Inc., and Defendant Turo Inc. voluntarily places itself under the personal jurisdiction of the Court. I do hereby certify that I am not an infant, incompetent person, or otherwise under any legal disability or restraint. It is my understanding that this Acceptance of Service is executed in accordance with Rule 4(j5) of the Rules of Civil Procedure and that this acceptance shall have the same force and effect as would exist had the process been served upon Defendant Turo Inc., in accordance with Rule 4, by delivery of a copy of the Civil Summons and Complaint.

This the 25th day of January, 2023.


Turo Inc.
By: 
Matthew Brown, Associate General Counsel
Turo Inc.
111 Sutter Street, Floor 12
San Francisco, CA 94104
415-965-4525
mbrown@turo.com

EXHIBIT B – OPERATING AGREEMENT

**PEER-TO-PEER VEHICLE SHARING PROVIDER OPERATING AGREEMENT
ASHEVILLE REGIONAL AIRPORT**

THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, hereinafter referred to as "Authority," by its execution hereof, hereby authorizes the following person or entity, hereinafter referred to as "Provider" to conduct business and/or occupy space at Asheville Regional Airport, hereinafter referred to as "the Airport," for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Provider.** The name, address and telephone number of the Provider hereunder are as follows:

Name: Turo Inc.
Address: 111 Sutter Street, 12th Floor
San Francisco, CA 94104
Attention: Legal/Airports

Contact: Donovan Jones
Telephone: 415-965-4525 Fax:
E-mail: Djones@turo.com Pager:

Provider Financial Billing Contact(s):

Name: Accounts Payable
Address: 111 Sutter Street, 12th Floor
San Francisco, CA 94104
Telephone: 415-965-4525 Fax:
E-mail: AP@turo.com

Provider - 24 Hour Emergency Contacts – minimum of 2 contacts required:

Name & Title: Donovan Jones, Sr. Airport Partnerships Manager
Address: 111 Sutter Street, 12th Floor, San Francisco CA 94104
Telephone: (980) 880-2614

E-mail: djones@turo.com

Name & Title: Sean Mayo, Sr. Airport Partnerships Manager
Address: 111 Sutter St. 12th Floor, San Francisco CA 94104
Telephone: 917-304-3937
E-mail: smayo@turo.com

2. **Business to be Conducted.** Provider is only authorized to conduct the following business at the Airport, and may conduct none other, to wit:

Peer-to-Peer Vehicle Sharing Provider, defined in the Greater Asheville Regional Airport Authority's Policies and Procedures, Peer to Peer Vehicle Sharing Business Regulation.

3. **Space to be Occupied.** Provider is authorized to use the Assigned Space, which is that space at the Airport defined in **Attachment A-1.**

4-a. **Payments.** All payments due hereunder shall be remitted to the Chief Financial Officer , Greater Asheville Regional Airport Authority, 61 Terminal Drive, Suite 1, Fletcher, North Carolina, 28732; without demand, set-off or deduction throughout the term of the Agreement.

In the event that the term of this Agreement shall commence or end on any day other than the first and last day, respectively, of a calendar month such consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof.

4-b. **Consideration-Space Rental and/or Use/Operating Agreement.** In consideration for the rights granted hereunder by Authority, Provider hereby agrees to pay to Authority monthly, in advance, on the first (1st) day of each calendar month during the term hereof, the sum shown in **Attachment A-2** plus any and all sales or use taxes due thereon.

4-c. **Consideration-Percentage of Receipts.** Provider hereby agrees to pay to Authority a percentage of the Gross Receipts derived from its business at the Airport as specified in **Attachment A-3** and in accordance with the provisions of Paragraph H ("Percentage Fees"), plus any and all sales or use taxes thereon.

4-d. **Late Fees.** Without waiving any other right of action available to Authority, in the event of any monetary default hereunder, if Provider fails to pay within thirty (30) days of the date due any amount required to be paid by Provider under this Agreement, the Authority may charge interest at the rate of eighteen percent (18%) per annum, or the amount allowed by law, on the balance of the unpaid amount calculated from the date the amount is due until the close of business day upon which the delinquent payment is received by the Authority. The Authority, in its sole discretion shall have the right to waive any late fees.

5. **Term.** This Agreement is effective, **January 15, 2023 through January 14, 2024**, and shall continue month to month, unless sooner terminated in accordance with the terms and provisions hereof and **Attachment A-4**. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Agreement prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days written notice of its intention to do so.

6. **Amount of Insurance Required.** Commercial general liability, automobile liability, and workers compensation and employer's liability insurance is required to be carried by Provider, naming the Authority as an additional insured more particularly described under subparagraphs K(1) and K(2) of the Terms and Conditions attached hereto. The amounts of coverage are specified in **Attachment A-5.**

7. **Security Deposit.** The amount of the security deposit to be held subject to the provisions of Paragraph T hereof is shown in **Attachment A-6.**

8. **Utility and Service Charges.** Except as otherwise expressly shown on Attachment A-7, Provider shall be responsible for all utility and service charges.

9. **Provider's Right to Occupy.** The Provider's right to use and occupy the Assigned Space is non-exclusive right to operate conditioned upon Provider complying with all provisions hereof shown on that attachment hereto entitled "Greater Asheville Regional Airport Authority Terms and Conditions of Operating Agreement", which is incorporated herein by reference.

10 **Amendments.** Amendments to this Agreement may only be made by a written revision of it bearing the signatures of both Provider and Authority.

11. **Attachments.** The following documents are attached hereto, incorporated herein and made part of this Agreement by reference:

- A-1: Space to Be Occupied ("Assigned Space")
- A-1A: Loading and Vehicle Exchange Area Assigned Parking Spaces
- A-1B: Procedures and Locations for Entering/Exiting the Parking Facilities
- A-2: Space Rental / Use / Operating Agreement Charge
- A-3: Percentage of Receipts
- A-4: Term
- A-5: Insurance Requirements
- A-6: Amount of Security Deposit
- A-7: Utility & Service Charges
- A-8: Special Conditions
- A-9: GARAA Terms and Conditions of Operating Agreement
- B: Peer-to-Peer Monthly Statement of Gross Receipts and Rents Due
- B-1: Peer-to-Peer Monthly Statement of Transactions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated below:

[SIGNATURE PAGE TO FOLLOW]

TURO INC.

BY: _____
Alex Benn
President

_____ Date

**GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY**

BY: _____
Lew Bleiweis, A.A.E.
President & CEO

_____ Date

ATTACHMENTS

A-1. SPACE TO BE OCCUPIED ("Assigned Space").

	<u>Location</u>	<u>Space</u>	<u>Rate Per Space</u>	<u>Monthly</u> (Applicable sales tax not included)	<u>Yearly</u> (Applicable sales tax not included)
	Loading and Vehicle Exchange Areas (Select Option A or B)				
	A. Parking Spaces (2 min.) as shown on A-1A	# 2 spaces Paid Monthly Plus Exit Fees	n/a	n/a	n/a
	OR				
X	B. Parking location by usage as shown on A-1B	Paid Upon Exit	n/a	n/a	n/a
	TOTAL				

See Attachment **A-1A** and **Attachment A-1B** if applicable. All parking fees for exiting the parking lots will be paid by Provider or owner or renter upon exit. The parking spaces with electric chargers may not be used by Provider, hosts, owners, etc.

Upon the one-year anniversary of the Agreement, the Authority will assess the Peer-to-Peer operations and agree to engage in discussions with Company to determine whether any other alternative location may be made available for in person Peer-to-Peer exchanges. Any in-person exchanges offered or agreed to by the Authority is subject to change at their sole discretion.

A-2. SPACE RENTAL/USE/OPERATING AGREEMENT CHARGE

ANNUAL	n/a	MONTHLY	n/a
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Plus applicable sales tax

A-3. PERCENTAGE OF RECEIPTS

Provider will pay **ten percent (10.0%)** of its Gross Receipts to Authority for any month in the period in which this Agreement is in effect.

A-4. TERM.

The Agreement is effective on **January 15, 2023 through January 14, 2024,** and shall automatically renew monthly unless terminated per Section 5 above.

A-5. INSURANCE REQUIREMENTS

The minimum coverage required is:

Automobile liability	\$1,000,000
Commercial General Liability	\$2,000,000
Workers Compensation	As required by the laws of North Carolina.
<u>Employer's Liability</u>	\$100,000 each accident, \$500,000 disease-policy limit and \$100,000 disease-policy – each employee

Evidence of current coverage is to be kept on file with the Authority.

A-6. AMOUNT OF SECURITY DEPOSIT

\$2,500 payable upon execution of Agreement.
(Equal to three months estimated fees/rents due Authority).

A-7. UTILITY & SERVICE CHARGES.

Not Applicable.

A-8. SPECIAL CONDITIONS

1. Provider shall adhere to:
 - a. The Authority Rules and Regulations
 - b. The Authority Policies and Procedures, specifically Section 117.01
 - c. Shall not utilize any of the vehicle charging parking spaces in any of the public parking areas.

2. Provider shall inform Peer-to-Peer Shared Vehicle Owners participating in Provider's vehicle sharing program to use the designated areas approved by the Authority for vehicle sharing transactions. Owners shall not pick up or drop off customers at the Airport in any location other than the approved designated areas.

3. Provider shall report to Authority on the form Attachment "B, and B-1" attached hereto and made a part hereof, within fifteen (15) calendar days after the close of each calendar month of the Term of this Agreement an electronic file of the statement of its Gross Receipts that is signed by an authorized official of Provider and includes the following:
 - a. the number of drop-offs and pick-ups of shared vehicles at the Airport per day that are arranged or booked through Provider's platform;

- b. the number of shared vehicles at the Airport per day arranged or booked through Provider's platform;
 - c. the number of transactions at the Airport per day arranged or booked through Provider's platform;
 - d. the Gross Receipts per each such transaction;
 - e. the total Gross Receipts for the month;
 - f. the number of Shared Vehicle Owners that, to the knowledge of Provider, operated at the Airport in the previous month; and,
 - g. separately identify any exclusions from Gross Receipts as provided in Policy 117.01, to calculate Gross Receipts upon which the Percentage Fee payments to Authority are computed.
4. As the Authority will not have the names or contact information for individual Peer-to-Peer Shared Vehicle Owners, the Provider shall be directly responsible for assisting the Authority in enforcing all Authority Rules, Regulations, Policies and Procedures as to the Peer-to-Peer Shared Vehicle Owners. The Provider's obligations shall include, but shall not be limited to: notifying the Owners of any violations or bans from the Airport; assisting the Authority in enforcing any ban of an Owner from the Airport; and direct payment of all monetary fines issued by the Authority to an Owner.

Attachment A-9.
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY TERMS AND CONDITIONS
OF OPERATING AGREEMENT.

A. **Maintenance of Assigned Space.** Provider accepts the space, if any, assigned under Attachment A-1, hereinafter referred to as "Assigned Space," in its present condition, "as is."

Authority shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space, and the term of this Agreement shall not be extended nor shall there be any abatement of the sums payable to Authority hereunder by reason thereof.

Provider shall promptly pay or reimburse Authority for the cost to Authority of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, Provider or any of its officers, employees, agents, invitees or licensees, or which otherwise results from Provider's use or occupancy of the Assigned Space. The performance of maintenance and repair by the Authority shall in no event be construed as a waiver of the Provider's duty to maintain and repair as herein provided.

Unless Authority's written approval has been first obtained in each instance, Provider shall not post any signs in the Assigned Space or at the Airport which are in public view, nor shall Provider make any alterations, additions, decorations, improvements, or structural changes in or to the Assigned Space, or alter the point of supply of any utilities therein.

Provider shall not permit a work of visual art, as defined in 17 USC § 101, to be installed in the Assigned Space without providing Authority with a written waiver, in form acceptable to the Authority, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining the Authority's prior written approval.

B. **Provider's Property.** Any and all property belonging to, or brought onto the Airport by, Provider or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Provider. Notwithstanding the foregoing, however, if Provider shall at any time be in default hereunder, then Authority shall have the benefit of any statutory liens on Provider's property located in the Assigned Space which are available to it under the laws of the State of North Carolina, and Provider shall not remove or permit the removal of any of such property until all amounts secured by such liens have been paid and all other defaults under this Agreement have been cured.

C. **Authority's Right to Enter.** Authority and its designated agents shall have the right to enter the Assigned Space at any reasonable time for inspection, maintenance, repair, attending to emergencies or any other reasonable purpose.

D. **Utilities.** Unless expressly provided otherwise herein, if applicable, Provider shall be responsible for obtaining and paying for all utilities (including, without limitation, electricity, water, sewer, and telephone) used or consumed in the Assigned Space.

E. **Access.** Provider and its officers, employees, agents and invitees shall, subject to the reasonable rules and regulations of the Authority, have the right of ingress and egress to and from the Assigned Space.

F. **Taxes and Assessments.** Provider shall pay, on or before the due date established therefor, all taxes, assessments (including, without limitation, storm water utility charges) and impact fees which are levied against or in connection with the Assigned Space, Provider's interest therein and the property and improvements of Provider for the term hereof or attributable to Provider's activities at the Assigned Space or at the Airport. If the term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Agreement commences on a date other than the first day of such tax year, Provider shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days that the Assigned Space was leased to tenants (excluding any tenant performing a governmental, municipal or public purpose or function or which uses the Assigned Space exclusively for literary, scientific, religious or charitable purposes) during such tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Provider shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period by the total number of days in the assessment period. Provider's obligations under this Paragraph F shall survive the expiration or earlier termination of this Agreement. Nothing contained herein shall be construed as a release or waiver on the part of the Authority, as a political subdivision of the State of North Carolina of the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which may lawfully be imposed on the business or property of Provider.

G. **Rules and Regulations.** Provider covenants and agrees to observe and comply with all reasonable rules and regulations of Authority which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport and the use of its facilities. Provider further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly-constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to Provider, the Assigned Space or the Airport. Provider agrees to pay or reimburse Authority for any fines which may be assessed against Authority as a result of the violation by Provider of any applicable security regulation at the Airport, which payment shall be made by Provider within fifteen (15) days from receipt of Authority's invoice for such amount and documentation showing that payment of such fine is Provider's responsibility hereunder. Provider acknowledges receipt of the following documents:

1. the Peer to Peer Vehicle Sharing Business Regulation – Section 117.01 of the Greater Asheville Regional Airport Authority's Policies and Procedures;

2. the Commercial Ground Transportation Regulation – Section 117.00 of the Greater Asheville Regional Airport Authority’s Policies and Procedures; and
3. the Greater Asheville Regional Airport Authority Rules and Regulations.

H. **Percentage Fees.** In the event that the consideration to be paid under Paragraph 4 of the Agreement is based in whole or in part on a percentage of Provider’s Gross Receipts, (“Gross Receipts”) shall include all sums paid or payable to Provider, including payments to Shared Vehicle Owners, for providing Vehicle Sharing services to Airport Customers and for all ancillary activities, except for sums specifically excluded herein, regardless of how any sum may be represented to the Airport Customers, how or where Provider received the order for the Vehicle Sharing transaction, where the Shared Vehicle is obtained, or where the Shared Vehicle is returned. Without limitation, Gross Receipts includes: charges for any time and mileage for Vehicle Sharing services, GPS and other electronic devices, child restraints, additional driver fees and all other transactions and charges of whatever nature derived from or incidental to Provider’s operation, charges for insurance offered incidental to a Vehicle Sharing agreement, all amounts charged to Airport Customers at the commencement or the conclusion of the Vehicle Sharing transaction for the cost of furnishing and/or replacing fuel provided by Provider and/or Shared Vehicle Owners, credits given to Airport Customers for out-of-pocket purchases for fuel, oil, emergency services, deposits, or other matters, regardless of where such purchases were made, inter-city fees and drop charges paid or payable to Provider, additional sums paid to Provider at Asheville Metropolitan area locations or at other locations in connection with Vehicle Sharing services provided to Airport Customers, such as when a Shared Vehicle is exchanged. NO deduction shall be made for the payment of franchise taxes, privilege taxes levied on Provider’s Vehicle Sharing activities, equipment, or real or personal property of Provider. For purposes of this Agreement, and the calculation of fees or revenues owed to the Authority, “Airport Customers” shall mean those customers who utilize any Airport property in connection with their participation in a Peer-to-Peer Vehicle Sharing Program or for the benefit of a Peer-to-Peer Vehicle Sharing Program.

(1) Specific Exclusions to Gross Receipts. There shall be no exclusions from Gross Receipts except for the following: the amount of any federal, state, local sales, or tourism tax separately stated on the Vehicle Sharing agreement and collected from the Airport Customers and remitted to the taxing authority; the amount of any sum received as insurance proceeds or a judicial judgment or settlement to restore damage to automobiles or other property of Provider, or to restore a tangible loss, theft or conversion; the amount of State road tolls and fines issued off airport that are (1) paid by Provider and charged back to the customer, or (2) received by Provider as payment on behalf of the customer; the amount of any sale of Provider’s capital assets or trade fixtures; any amounts received for any cancellation fees; and any amounts received by Provider from Shared Vehicle Drivers which are fully passed through to Shared Vehicle Owners such as post-trip reimbursements, smoking fees, etc.

Provider shall report to Authority all income associated with Vehicle Sharing transactions with Airport Customers, both cash and credit, regardless of whether collected or not collected.

No deduction shall be allowed for any uncollected amounts, write-offs, or adjustments made after the transaction with Airport Customers has been concluded.

No Diversion. Provider shall not intentionally divert, through direct or indirect means, any of Provider's Vehicle Sharing transactions or related business with Airport Customers to other locations of Provider or its affiliates without including such transactions in Gross Receipts. Authority shall have the right to immediately terminate this Agreement thereby eliminating Provider's access to the Airport market and Vehicle Sharing transactions with Airport Customers, or to take other appropriate action upon determining that an intentional diversion exists or has occurred. Gross Receipts shall be determined by the total of charges on the face of the Airport Customers' final receipt in connection with the transaction, less any allowable charges excluded in the definition of Gross Receipts, above.

The retroactive adjustment by Provider of Gross Receipts designated as volume discounts or any other designation or for any other purpose is prohibited.

No deduction shall be made from Gross Receipts by reason of any credit loss sustained or financing discount that may be applicable by reason of the acceptance or use of credit cards or by reason of any other credit arrangements. If any charge customarily made by Provider for goods or services is not assessed, charged or collected, irrespective of the reason therefor, then the amount of Provider's customary charge therefor shall nevertheless be included in determining Gross Receipts. All computations in the determination of Gross Receipts shall be made in accordance with the terms of this Agreement.

On or before the fifteenth (15th) day of each calendar month during the term hereof and of the calendar month immediately following the end of the term, Provider shall deliver to Authority a statement signed by an officer of Provider, in such form and with such detail as Authority may reasonably request, setting forth Provider's Gross Receipts (as the same are hereinbefore defined) during the preceding calendar month, and separately identifying all receipts derived by Provider during such month which have been excluded from the computation of Gross Receipts, together with payment of the Percentage Fees due by reason thereof.

Provider shall maintain complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards, of all receipts with respect to its business at the Airport in a form consistent with generally accepted accounting principles. Such books and records of the Provider shall contain itemized records of all amounts billed or received by the Provider from its operations in the Assigned Space or otherwise hereunder. The Provider shall supply to the Authority, within thirty (30) days of the Authority's request, the books and records required to be maintained hereby and any other financial or statistical reports or records that the Authority may reasonably request for the purpose of determining the accuracy of the Gross Receipts reported by the Provider. In addition, the Provider shall account for all revenues of any nature related to transactions in connection with this Agreement entered into in the Assigned Space or otherwise hereunder in a manner which segregates in detail those transactions from other transactions of the Provider

and which supports the amounts reported to the Authority in the Provider's monthly Gross Receipts reports prepared in accordance with Paragraph 4-b. In the event of any conflict between any provision of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Agreement shall control even where this Agreement references such principles or standards.

Such records shall be in the form of printed, written, or electronic media. Records maintained by the Provider in the form of electronic media shall be provided to the Authority in electronic read only form compatible with computers utilized by the Authority if requested in such form by the Authority. The President & CEO may require the Provider to provide any other records the President & CEO determines, in his or her opinion, are necessary to enable the Authority to perform an accurate audit of the Provider's Gross Receipts hereunder. Such records shall be provided within thirty (30) days of the request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for purposes of determining amounts payable to the Authority. All such original books and records shall upon reasonable notice from Authority be made available, either at the Assigned Space, if assigned, or at the offices of the Authority, for inspection, examination or audit by Authority through its duly authorized representatives at any time for up to three (3) years after the calendar year to which such books and records pertain; provided, however, that if prior to the expiration of such three (3) year period, any audit, review or investigation is commenced by the Authority, or any claim is made or litigation is commenced relating to this Agreement by the Authority, such books and records shall continue to be maintained by Provider, and Authority shall continue to have the right to inspect such books and records in the manner stated above, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). Any such inspection at the Assigned Space will be conducted during reasonable business hours and in such a manner and at such time as to not unduly interfere with the conduct of Provider's business.

Should the Provider not wish to make its original books and records available for inspection at the Airport, the Provider shall have the option of having representatives of the Authority inspect the Provider's books and records at a location where the Provider maintains its records within forty five (45) days of Authority's request to inspect Provider's books and records. Should the Provider elect to have the inspection, examination or audit performed at a location outside the limits of Buncombe County, the Provider shall pay the Authority for travel expenses incurred in connection with such inspection, examination or audit in accordance with the Authority's adopted travel policies, from the auditor's duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the inspection is complete, the Authority shall bill the Provider for such travel expenses and the Provider shall promptly pay such bill. Authority shall further have the right, upon reasonable written notice to Provider, to cause an audit to be made of the books and records of Provider and its assignees and agents which relate to its operations at the Airport to determine the correctness of the Percentage Fees paid by Provider hereunder. Such audit may include, but is not limited to, a review of general, input, processing, and output controls of information systems,

using read only access, for all computerized applications used to record financial transactions and information. The Provider shall, if requested, freely lend its own assistance in making such inspection, examination, or audit, and, if such records are maintained in electronic and other machine-readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Provider also shall lend such assistance and support freely to the Authority as the Authority may reasonably request in the conduct of any inspection, examination or audit as the Authority deems necessary. If, as a result of such audit, it is established that Percentage Fees have been underpaid to Authority, Provider shall forthwith, upon written demand from Authority, pay the difference to Authority, together with interest thereon at the rate of eighteen percent (18%) per annum from the date such amount or amounts should have been paid. Further, if such audit establishes that Provider has understated and underpaid the total Percentage Fees due hereunder during the audit period by two percent (2%) or more, then the entire expense of such audit shall be borne by Provider.

I. **Indemnification.** Provider agrees to indemnify, defend and hold completely harmless the Authority, and its members (including, without limitation, members of the Authority's Board), officers, employees and agents of each, from and against all liabilities (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq., or any other federal, state or local environmental statute, ordinance regulation or rule), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charge to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the Authority, or any property of, injury to or death of any person resulting from or arising out of the use, occupancy, or maintenance of the Assigned Space or any improvements thereto, of Provider's operations thereon, or the acts or omissions of Provider's officers, agents, employees, contractors, subcontractors, invitees or licensees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was proximately caused solely by Authority's negligence or by the joint negligence of Authority and any person other than Provider or its officers, agents, employees, contractors, subcontractors, invitees or licensees, or (ii) arising out of the failure of Provider to keep, observe or perform any of the covenants or agreements in this Agreement to be kept, observed or performed by Provider. The provisions of this Paragraph I shall survive the expiration of earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement.

The foregoing provisions of this Paragraph I are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which Authority otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Provider under this Agreement.

J. **Waiver of Damage.** Provider hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Assigned Space or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority or its officers, agents or employees.

K. **Insurance Requirements.** Provider shall, at its own cost and expense, purchase and maintain throughout the term of this Agreement the following insurance:

(1) Automobile liability insurance (any auto, including owned autos, non-autos and hired autos), and Commercial general liability insurance (including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury coverage, as applicable), protecting Provider, the Greater Asheville Regional Airport Authority, and the members (including, without limitation, members of Authority Board), officers, agents and employees of each, all of whom shall be named as additional insureds, from and against any and all liabilities arising out of or relating to Provider's use or occupancy of, or the conduct of its operations on, the Assigned Space and any improvements thereto, and on the Airport, in such form and with such company or companies as the Authority may reasonably approve, with a combined single limit (or its equivalent) per occurrence of not less than the amount set forth in Paragraph 6 hereof, with a deductible reasonably acceptable to the Authority, with a waiver of any right of subrogation that the insurer may have against the Authority, with contractual liability coverage for Provider's covenants to and indemnification of the Authority under this Agreement, and with the insurance company obligated to use counsel reasonably acceptable to the Authority in carrying out its obligations to the Authority. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Authority may possess, including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance; and

(2) Workers compensation insurance as required by the laws of North Carolina; provided, however, that Provider may self-insure its workers compensation liability, if in compliance with North Carolina law. Employers Liability coverage is also required with limits of liability not less than \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease-each employee.

At least three (3) business days prior to the commencement of the term of this Agreement and at least ten (10) days prior to the expiration of any policy or policies theretofore provided hereunder by Provider, Provider shall cause a certificate or certificates of insurance to be furnished to Authority evidencing all such coverage, and such certificate shall provide that the

policy or policies will not be cancelled nor the limits thereunder be materially changed without first providing at least thirty (30) days' written notice thereof to Authority.

L. **Assignment and Subletting.** Provider shall not assign this Agreement or any of the rights granted to it hereunder or sublet the Assigned Space or any portion thereof without the prior express written consent of Authority in each instance, which may be granted or withheld in the Authority's sole discretion.

M. **Default.** In the event that Provider shall fail to remit any payment due to Authority under Paragraph 4 hereof, or shall fail to submit any financial report required to be submitted in connection therewith, within five (5) days after the same shall become due, or in the event that Provider or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Agreement and such violation continues or reoccurs after Authority has given written notice thereof to Provider, the Authority shall have the right to declare the entire balance of the consideration due to Authority under Paragraph 4 of this Agreement due and payable forthwith; or Authority may elect to terminate this Agreement and resume possession of the Assigned Space, thereafter using the same for its own purposes without having to account to Provider therefor; or Authority may elect to retake possession of and relet the Assigned Space as agent for the Provider, collecting and applying the proceeds first, toward the payment of all costs and expenses incurred in connection with such reletting, and next, toward the payment of any consideration and other charges due Authority under this Agreement, in which event Provider shall be responsible for paying any deficiency to Authority. In addition, Authority shall have any and all other rights or remedies available to it as a landlord under the applicable laws of the State of North Carolina by reason of any such default.

N. **End of Term.** At the end of the term or upon the earlier termination of this Agreement, Provider shall deliver to Authority possession of the Assigned Space and all of the fixtures and equipment of Authority in their original condition in all respects, reasonable use and wear excepted, and Provider agrees to reimburse Authority for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition.

O. **Holding Over.** It is agreed that if Provider, or any assignee or sublessee thereof, shall continue to occupy the Assigned Space after the termination of this Agreement (including a termination under paragraph M hereof) without the prior written consent of Authority, then such tenancy shall be a tenancy-at-sufferance, the Authority shall be entitled to double the monthly rent specified in Paragraph 4 hereof, and acceptance by Authority of any sums after any such termination shall not constitute a renewal of this Agreement or a consent to such occupancy, nor shall it waive Authority's right of re-entry or any other right available to it under the laws of North Carolina or the provisions of this Agreement.

P. **Costs and Attorneys' Fees.** In the event that Authority elects to engage the services of an attorney to collect any sums due hereunder from Provider, or in the event the Authority is the prevailing party in any action to enforce any provision of this Agreement or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, Provider shall reimburse Authority for all reasonable costs, attorneys' fees and all other actual

expenses incurred by the Authority in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.

Q. Notice. Any notice permitted or required to be given to Provider hereunder shall be in writing and delivered either by hand to the Assigned Space, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the address contained in Paragraph 1 of this Agreement or such other address as Provider may, by written notice, direct from time to time. Any notice permitted or required to be given to Authority hereunder shall be in writing and delivered either by hand to the Office of the President & CEO, Greater Asheville Regional Airport Authority, Asheville Regional Airport, Fletcher, North Carolina, provided Provider obtains a written acknowledgment of receipt therefor from Authority, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Greater Asheville Regional Airport Authority
Attention: President & CEO
61 Terminal Drive, Suite 1
Fletcher, North Carolina 28732

or such other address as Authority may request from time to time.

R. Sums Paid by Authority. If Authority has paid any sum or sums or has incurred any obligation or expense which Provider has agreed to pay or reimburse Authority for, or if Authority is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of Provider to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional rent due hereunder and Provider shall reimburse Authority therefor promptly upon demand.

S. Interest on Sums Due Authority. Any amounts due and unpaid shall bear interest at the rate of eighteen percent (18%) per annum from the due date of such amount to the date of payment in full, with interest.

T. Security Deposit. In the event that a security deposit is required under Paragraph 7 hereof, Provider shall deposit such sum with Authority upon execution of this Agreement, and such sum shall be retained by Authority as security for the faithful performance of Provider's obligation hereunder. Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Provider, or to the cost of restoring the Assigned Space or its furnishings, fixtures or equipment to their original condition, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, Provider shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Provider's failure to do so within five (5) days after its receipt of such demand shall constitute

a default under this Agreement. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Provider, without interest, within sixty (60) days after the end of the term of this Agreement. The Authority will not pay interest on any security deposit. In its sole discretion the Authority shall have the right to adjust the security deposit based on the level of activity conducted by the Company and its payment history.

U. Authority's Reserved Rights.

(1) Authority reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefor.

(2) Authority reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Provider for loss of business or damages of any nature whatsoever to Provider occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the Authority or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by Provider and all others as Authority may deem advisable.

(3) Provider covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, Provider shall promptly consent in writing to such modifications.

V. Discrimination Not Permitted.

(1) Provider, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Assigned Space or the Airport under the provisions of this Agreement; (b) that in the construction of any improvements on, over or under the Assigned Space and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (c) that Provider shall use the Assigned Space in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Likewise, Provider shall comply with laws of the State of North Carolina prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Provider authorize another person, with Authority's prior written consent, to provide services or benefits from the Assigned Space or at the Airport, Provider shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Provider shall furnish the original or a true copy of such agreement to Authority. Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and Provider agrees that it will adopt any such requirement as a part of this Agreement.

(2) If Provider shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Provider shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

(3) In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Agreement and to re-enter and repossess said Assigned Space, and hold the same as if this Agreement had never been made or issued. The right granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

(4) Further, Provider assures Authority that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. Provider also assures Authority that it will require its covered suborganizations to provide written assurances to the same effect and provide copies thereof to Authority.

(5) Provider assures Authority that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted in connection with its operations under this Agreement. Provider also assures Authority that it will require any contractors and sublessees (to the extent that such sublessees are allowed under other provisions of this Agreement) to provide assurances to the same effect and ensure that such assurances are included in subcontracts at all tiers which are entered into in connection with Provider's operations under this Agreement.

W. Federal Aviation Administration Requirements.

(1) Provider shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(2) Authority reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Assigned Space, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

(3) Provider expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Assigned Space in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) Provider agrees to require any lights in the Assigned Space to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.

(5) Provider expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Assigned Space which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(6) Provider agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

(7) The Provider agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR, Part 23, Subpart F. The Provider also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and to cause those businesses to similarly include the statements in further agreements.

X. Hazardous Materials.

(1) **Definitions.** As used herein, the following terms shall have the meanings hereinafter set forth:

i. **"Environmental Laws"** shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

ii. **"Hazardous Materials"** shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. **"Hazardous Material"** includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. **Sections** 9601 et seq.) ("**CERCLA**"), or pursuant to the General Statutes of North Carolina, or any waste which conforms to the criteria for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority's rules and regulations.

iii. **"Release"** when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

(2) **Provider's Agreement.** Provider agrees that neither it nor its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport; provided that Provider may use such substances as are customarily used in aviation so long as such use is in strict compliance with all applicable Environmental Laws and the Authority's rules and regulations.

(3) **Environmental Indemnity.** Provider shall indemnify, defend and hold harmless the Authority from and against any and all loss, damage, cost or expense (including attorney's fees) arising during or after the term of this Agreement as a result of or arising from (i) a breach by Provider of its obligations contained in subparagraph Y(2) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Provider, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.

(4) **Environmental Audit.** Upon reasonable notice to Provider, the Authority may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of Provider's operations to determine whether Provider has breached its obligations under subparagraph Y(2) above. Provider shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Provider.

Y. Miscellaneous.

(1) the paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(2) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for Provider's right to possession of the Assigned Space, the rights granted under this Agreement are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

(4) Time is expressed to be of the essence of this Agreement.

(5) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of Authority's Board), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

(7) Provider represents and warrants to Authority that, to the best of its knowledge, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Authority has any material interest, either directly or indirectly, in the business of Provider to be conducted hereunder.

(8) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. This

Agreement may be altered or amended only by written instrument executed by both parties hereto.

(9) In the event of a conflict between the terms and conditions of this Agreement and any Airport Rules and Regulations, the Rules and Regulations shall control.

(10) As required by North Carolina law, Authority hereby includes the following notifications as part of this Agreement:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in North Carolina. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(11) Provider hereby consents to the jurisdiction of the courts of the State of North Carolina and of the Federal District Court for the Western District of North Carolina with respect to any action instituted by the Authority and arising against Provider under this Agreement, and waives any objection which Provider may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Provider. Provider further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Provider under this Agreement.

Attachment A-1A Loading and Vehicle Exchange Area Assigned Parking Spaces

PROCEDURES:

Provider will pay the Authority monthly for the dedicated parking spaces as shown in Section A-1, Assigned Space.

1. Owner leaving vehicle in the dedicated spaces:

- A. Owner pulls a parking ticket from the ticket dispenser and enters the parking lot.
- B. Owner parks the vehicle, in the assigned parking space within the parking lot, leaving the parking ticket in the vehicle for the Customer.

2. Customer picking up vehicle from the dedicated spaces:

- A. Customer retrieves vehicle and proceeds to the exit.
- B. Customer exits the parking lot and pays the required parking fees.

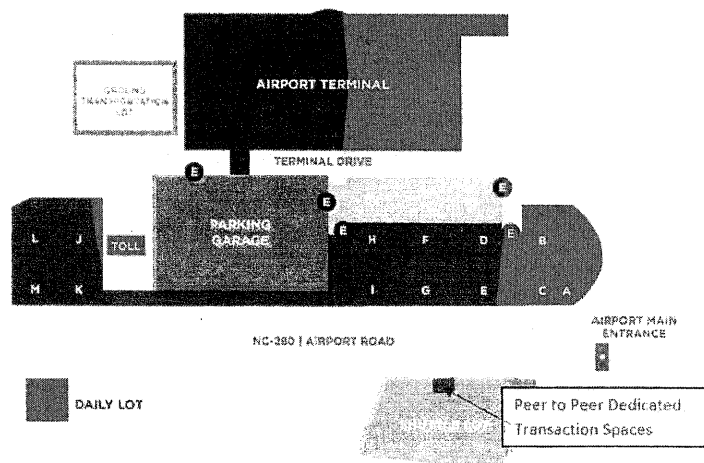
3. Customer returning vehicle to the dedicated spaces:

- A. Customer pulls a parking ticket from the ticket dispenser and enters the parking lot.
- B. Customer parks the vehicle in the assigned space in the parking lot, leaving the parking ticket in the vehicle for the Owner.

4. Owner picking up vehicle from the dedicated spaces:

- A. Owner retrieves vehicle from the parking lot and proceeds to the exit.
- B. Owner exits the parking lot and pays the required parking fees.

LOCATION:



Attachment A-1B PROCEDURES AND LOCATIONS FOR ENTERING/EXITING THE PARKING FACILITIES

PROCEDURES:

1. Owner leaving vehicle in the parking facilities:

- C. Owner pulls a parking ticket from the ticket dispenser and enters the parking lot.
- D. Owner parks the vehicle, in any available spot in the parking lot, leaving the parking ticket in the vehicle for the Customer.

2. Customer picking up vehicle from the parking facilities:

- C. Customer retrieves vehicle and proceeds to the exit.
- D. Customer exits the parking lot and pays the required parking fees.

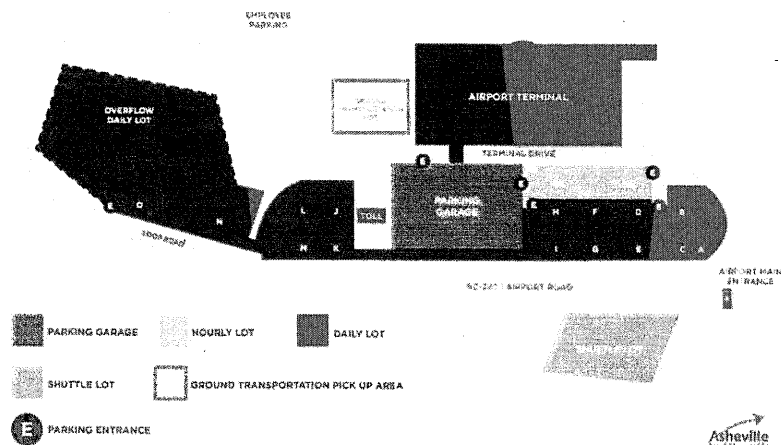
3. Customer returning vehicle to the parking facilities:

- C. Customer pulls a parking ticket from the ticket dispenser and enters the parking lot.
- D. Customer parks the vehicle in any available spot in the parking lot, leaving the parking ticket in the vehicle for the Owner.

4. Owner picking up vehicle from the parking facilities:

- C. Owner retrieves vehicle from the parking lot and proceeds to the exit.
- D. Owner exits the parking lot and pays the required parking fees.

LOCATIONS:



Attachment B

PEER-TO-PEER MONTHLY STATEMENT OF GROSS RECEIPTS AND RENTS DUE Greater Asheville Regional Airport Authority



Greater Asheville Regional Airport Authority
PEER-TO-PEER Monthly Statement of Gross Receipts and Rents Due

Month/Year Company Site	Monthly Totals											Total Fees Due	
	Gross Receipts			Revenue & Deductions			Allowable Deductibles		Reportable Revenue (Gross Deductions)	Privilege Fee (10% Reportable Revenue)			
	Total Rental Fees	Other Charges Insurance, Fuel, Mileage, Airport Drop- Off & Pick-up Fees	Total	Taxes	Tolls	Other							
Month:													
January													
February													
March													
April													
May													
June													
July													
August													
September													
October													
November													
December													
Totals	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

All reports are due prior to the 15th of every month for the prior month. Failure to submit reports by this date will result in late fees or additional penalties.

*****All pages of the workbook must be completed and filed on every month.*****

Finance Checks are made payable to: Greater Asheville Regional Airport Authority (Please ensure the month being paid for is listed on all checks in the memo field)

Equal Opportunity Report to: [http://www.garap.org/EqualOpp](#)

Report number of dropoffs and pickups of shared vehicles at the Airport

Signature: _____ Date: _____

Signature: Authorized Representative

Car Sharing Service Report

Date, ID #, Vehicle ID, Charges

Please see Exhibit B attached

EXHIBIT C – REVISED GARAA REGULATION

Administration Policies & Procedures **Section 117.01**
Airport Peer-to-Peer Vehicle Sharing Business Regulation

- OBJECTIVE** To promote and enhance public convenience and order, the efficient movement and control of passengers and traffic to and from the Airport, and the efficient and safe use of the Airport's limited space and facilities, particularly the limited space at curbside in front of the Terminal Building; to help pay for the maintenance, operation and improvement of the Airport; to enhance the financial stability and viability of the Authority; to help make the Authority as self-sustaining as reasonably possible.
- METHOD OF OPERATION** It is necessary for the maintenance, operation, regulation and improvement of the Airport that this regulation be enacted with respect to peer-to-peer vehicle sharing operations which derive commercial benefit from the use of the Airport or its facilities.
- Definitions** The following words, terms and phrases shall have the following meanings:
- Peer-to-Peer Vehicle Sharing Provider** ("Provider") means the person or entity that operates, facilitates, or administers the provision of personal vehicle sharing through a Peer-to-Peer Vehicle Sharing Program, authorized to do business at the Asheville Regional Airport and shall enter into an Operating Agreement with the Greater Asheville Regional Airport Authority ("Authority").
- Peer-to-Peer Vehicle Sharing Program** ("Program") means a business platform that connects shared vehicle owners with drivers to enable the sharing of vehicles for financial consideration.
- Peer-to-Peer Shared Vehicle** ("Vehicle") means a vehicle that is available for sharing through a Peer-to-Peer Vehicle Sharing Program. In addition, the engaging in the rental and/or short-term leasing of vehicle(s) made available on Peer-to-Peer Vehicle Sharing Provider(s) application platform accessed by mobile app and/or web browser for customers to reserve and use for an agreed upon period of time, with the owner of Peer-to-Peer Shared Vehicle either dropping-off the vehicle to the customer or picking up the customer.
- Peer-to-Peer Shared Vehicle Owner** ("Owner") means the registered owner of a Peer-to-Peer Shared Vehicle that is made available for sharing through the Peer-to-Peer Vehicle Sharing Program.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

Administration Policies & Procedures

Section 117.01

Airport Peer-to-Peer Vehicle Sharing Business Regulation

Gross Receipts ("Gross Receipts") includes all sums paid or payable to Provider, including payments to Shared Vehicle Owners, for providing Vehicle Sharing services to Airport customers and for all ancillary activities, except for sums specifically excluded herein, regardless of how any sum may be represented to the Airport customer, how or where Provider received the order for the Vehicle Sharing transaction, where the Shared Vehicle is obtained, or where the Shared Vehicle is returned. Without limitation, Gross Receipts includes: Charges for any time and mileage for Vehicle Sharing services, GPS and other electronic devices, child restraints, additional driver fees and all other transactions and charges of whatever nature derived from or incidental to Provider's operation. Charges for insurance offered incidental to a Vehicle Sharing agreement. All amounts charged to Provider's Airport customers at the commencement or the conclusion of the Vehicle Sharing transaction for the cost of furnishing and/or replacing fuel provided by Provider and/or Shared Vehicle Owners. Credits given to Airport customers for out-of-pocket purchases for fuel, oil, emergency services, deposits, or other matters, regardless of where such purchases were made. Inter-city fees and drop charges paid or payable to Provider. Additional sums paid to Provider at Asheville Metropolitan area locations or at other locations in connection with Vehicle Sharing services provided to Airport customers, such as when a Shared Vehicle is exchanged. NO deduction shall be made for the payment of franchise taxes, privilege taxes levied on Provider's Vehicle Sharing activities, equipment, or real or personal property of Provider.

Specific Exclusions from Gross Receipts: There shall be no exclusions from Gross Receipts except for the following:

The amount of any federal, state, local sales, or tourism tax separately stated on the Vehicle Sharing agreement and collected from the Airport customer and remitted to the taxing authority. The amount of any sum received as insurance proceeds or a judicial judgment or settlement to restore damage to automobiles or other property of Provider, or to restore a tangible loss, theft or conversion. The amount of any sale of Provider's capital assets or trade fixtures. Any amounts received for any cancellation fees. The amount of State road tolls and fines issued off airport that are (1) paid by Provider and charged back to the customer, or (2) received by Provider as payment on behalf of the customer. Any amounts received by Provider from Shared Vehicle Drivers which are fully passed through to Shared Vehicle Owners such as post-trip reimbursements, smoking fees, etc. Provider shall report to Authority all income associated with Vehicle Sharing transactions with Airport customers, both cash

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

Administration Policies & Procedures **Section 117.01**
Airport Peer-to-Peer Vehicle Sharing Business Regulation

and credit, regardless of whether collected or not collected. No deduction shall be allowed for any uncollected amounts, write-offs, or adjustments made after the transaction with Airport customer has been concluded. No Diversion. Provider shall not intentionally divert, through direct or indirect means, any of Provider's Vehicle Sharing transactions or related business with Airport customers to other locations of Provider or its affiliates without including such transactions in Gross Receipts. Authority shall have the right to immediately terminate the Operating Agreement thereby eliminating Provider's access to the Airport market and Vehicle Sharing transactions with Airport customers, or to take other appropriate action upon determining that an intentional diversion exists or has occurred. Gross Receipts shall be determined by the total of charges on the face of the Airport customer's final receipt in connection with the transaction, less any allowable charges excluded in the definition of Gross Receipts, above. The retroactive adjustment by Provider of Gross Receipts designated as volume discounts or any other designation or for any other purpose is prohibited.

Operating Agreement ("Agreement") means an operating agreement signed and executed between the Provider and the Authority which outlines the requirements for the Peer-to-Peer Vehicle Sharing Provider(s) to operate at the Asheville Regional Airport.

Solicit means, directly or indirectly, actively, or passively, and at the Airport, to ask, request, seek or try to obtain a customer or customers for a Provider.

Loading and Vehicle Exchange Areas

Each Provider may operate at the Asheville Regional Airport by either: 1) The Provider utilizes a minimum of two parking spaces located in the designated area identified in the Operating Agreement to be utilized for the vehicle exchange of the Vehicle, Owner, and customer, and shall pay the rate per day each month throughout the term of the Operating Agreement. The rate for such area may be adjusted from time to time at the sole discretion of the Authority. Additional parking spaces may be made available at the sole discretion of the ~~Executive Director~~President & CEO or designee; or 2) The Provider may utilize any Airport parking facilities in the same manner as any other Airport customer, in which Owners will drop off and pick up the Vehicle in an Airport parking lot and be responsible for any applicable parking fees. Nothing herein shall be deemed to authorize the parking of any vehicle in an otherwise restricted or prohibited area at the Airport.

Administration Policies & Procedures **Section 117.01**
Airport Peer-to-Peer Vehicle Sharing Business Regulation

The commercial curb shall not be used by Providers, Owners, or customers.

Solicitation

No Provider or any of its employees or agents shall solicit business while at the Airport.

Statement of Information

Prior to beginning operations, and before July 1st of each calendar year, each Provider shall deliver to the Authority at the Executive Director/President & CEO's office a written and legible statement setting forth the following information: the Provider's full legal name, assumed name, street address, mailing address, telephone number and facsimile telephone number, and an itemize description of each vehicle which is to be used at the Airport in the Provider's Peer-to-Peer Vehicle Sharing business (which description shall include each vehicle's license number, state of registration, make, model, color and year). If any of this information changed during the year after the delivery of this statement, (including but not limited to the deletion or addition of a vehicle), the information shall be updated and provided to the Authority on the monthly report remitted to the Authority. a supplemental written and legible statement shall be forthwith delivered to the Authority at the Executive Director's office.

Vehicle Identification

All Peer-to-Peer Vehicles shall be clearly identified with vehicle trade dress, consisting of removable magnetic signage and/or recognizable emblems, which will allow Authority to always identify vehicles at a distance of up to fifty feet when such vehicles are on Airport. Such trade dress shall be a visual indicator and control device approved by Authority designating that the vehicle is authorized to operate at the Airport. Each Provider shall deliver to the Executive Director/President & CEO or designee, at his or her office a written list verified and acknowledged in writing by an officer of the Provider (if a corporation), member or managing member (if a limited liability company), general partner (if a partnership), or owner, stating the license plate number, current insurance certificate in the appropriate amounts, model, year, color and markings (such as a name, logo, telephone number, emergency contact, and so forth) of each vehicle. Contact and vehicle information must be kept continuously current and up to date. Owner shall be familiar with the requirements of their company and with the Authority prior to entering the boundaries of the Airport, or the Owner will be asked to immediately leave the property of the Airport and will not be allowed to return until they are familiar with this information.

Fees

By reason of the nature of their business activities and the relationship between such business activities and passengers arriving at and departing from the Airport, Peer-to-Peer Vehicle

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

Administration Policies & Procedures **Section 117.01**
Airport Peer-to-Peer Vehicle Sharing Business Regulation

Sharing Providers conduct a portion of their businesses on, at, from and with respect to the Airport, and in so doing, they use the Airport and its facilities in furthering their own business and commercial interests and purposes, for which privilege a reasonable privilege fee ("Fee") should be paid to the Authority.

In establishing the Fee, as set forth below, due regard and consideration has been given by the Authority to, among other things, the value of the Airport and its facilities which are used by the Providers, and the Authority's expenses for the maintenance, operation and improvement of the Airport and such facilities.

As a consequence of the Providers carrying out their business activities, additional vehicular and pedestrian traffic is created at the Airport, which, among other things, increases the need to regulate traffic.

Monthly Fees

In view of the above findings and with due regard for the facilities at the Airport and the maintenance, operation, regulation, and improvement thereof, the Fee, as set forth below, is reasonable, necessary, and proper.

Each Provider shall pay to the Authority at the office of the Authority's ~~Executive Director~~ President & CEO ("Executive ~~Director~~ President & CEO") a Fee for each calendar month, which Fee shall be payable on or before the fifteenth day of each month for the previous month. The Fee due each month shall equal 10% of the Gross Receipts during the previous month and any fines assessed.

Reporting

On or before the fifteenth (15th) day of each month, each Provider shall deliver to the Authority at the ~~Executive Director~~ President & CEO's office a written and legible report ("Report") for the previous month's Gross Receipts in such detail, form and manner as directed by the ~~Executive Director~~ President & CEO from time to time. The Reports shall be certified by an authorized representative of the Provider.

Late Fees

All payments shall be considered completed upon receipt and deposit by Authority. Without waiving any other right of action available to Authority, if Provider fails to pay within thirty (30) days of the date due any amount required to be paid by Provider, the Authority may charge interest at the rate of eighteen percent (18%) per annum, or the amount allowed by law, on the balance of the unpaid amount calculated from the date the amount is due until the close of business day upon which the

Administration Policies & Procedures **Section 117.01**
Airport Peer-to-Peer Vehicle Sharing Business Regulation

delinquent payment is received by the Authority. The Authority, in its sole discretion shall have the right to waive any late fees.

Compliance

The following additional provisions are applicable to the Providers, Owners, and customers:

Nothing in this Regulation bestows or grants to any Provider or Owners any exclusive privilege.

The Authority has, has had, and shall continue to have the absolute right to develop, expand, improve and renovate the Airport (including but not limited to the Terminal Building), regardless of the desires or views of any Provider and without interference or hindrance from any Provider; and the Authority may continue to so develop, expand, improve and renovate the Airport.

All the employees and agents of each Provider shall be courteous at all times while at the Airport, and they shall not use improper language or act in a loud, boisterous, or otherwise improper manner while at the Airport.

The use of an illicit drug or the drinking of an alcoholic beverage by any of the Provider's employees or agents while at the Airport is prohibited.

Each Provider shall comply with all applicable local, state, and federal laws, rules, regulations, and procedures of Federal, State, and local governments, and in addition shall comply with Airport Ordinances, Rules, Regulations, Airport Directives, and Airport Security Procedures, which may be imposed from time to time by the Authority, FAA, TSA, or successor agencies, governing conduct on, and operations at, the Airport.

Each Provider shall indemnify the Authority and its present and future officers, members, ~~Executive Director~~ President & CEO, employees and agents harmless at all times in the future for, against and from all claims, demands, judgments, settlements, damages, losses, costs and expenses (including but not limited to attorneys' fees) which related to or arise out of the conduct of the Provider's business at the Airport or the use or operation of any of the Provider's vehicles.

Each Provider shall purchase and maintain comprehensive general liability insurance coverage in at least the amount of \$2,000,000 relative to its acts and omissions at the Airport. The Authority and its present and future officers, members, ~~Executive~~

Administration Policies & Procedures **Section 117.01**
Airport Peer-to-Peer Vehicle Sharing Business Regulation

~~Director~~President & CEO, employees, and agents shall be named as additional insured under such policy.

Each Provider shall forthwith deliver to the ~~Executive Director~~President & CEO a certificate of the above insurance coverage. The certificate shall provide that the coverage referred to therein shall not be terminated to therein shall not be terminated, modified, or renewed until the Authority has received thirty days written notice thereof. In the event that an insurance carrier should terminate, modify or not renew the above insurance coverage, the Provider shall immediately contract with another insurance carrier to provide the requisite coverage and shall immediately deliver to the ~~Executive Director~~President & CEO a replacement certificate.

The above coverage shall be written through an insurance carrier or carriers which are qualified to do business in the state of North Carolina.

The Owners may use in common with others the Authority's roads and driveways, unless otherwise restricted.

Each Provider and Owner is an independent contractor, and no Provider or Owner is the agent, partner, or employee of the Authority.

If any of the provisions of this Regulation, or any portion thereof, shall contravene or be invalid under the laws or regulations of the State of North Carolina or the United States of America, or any of their respective agencies, departments or subdivisions, such contravention or invalidity shall not invalidate the whole Regulation, but this Regulation shall be construed as if not containing the particular provision, or portion thereof, held to be in contravention or invalid, and the rights and obligations of the Provider(s) and the Authority shall be construed accordingly. North Carolina shall govern and apply to this Regulation.

Violations

While at the Airport, the Provider(s) and the Owners thereof shall be subject to traffic-control directions by the ~~Executive Director~~President & CEO, or designee.

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The following procedures include a process for violations, fines, and suspensions that are necessary; however, Airport Management is not limited to these procedures and may temporary or permanently suspend Provider, Owner, or both immediately and/or while under appeal as deemed in the best interest of the Airport or traveling public.

Administration Policies & Procedures

Section 117.01

Airport Peer-to-Peer Vehicle Sharing Business Regulation

The ~~Executive Director~~President & CEO, or designee may suspend Provider(s), Owner, or both as deemed necessary for the orderly operation of the Airport and for the safety of passengers.

The Department of Public Safety, Airport Operations, and Airport Management will continuously monitor for unattended vehicles and other violations of Airport Policies and Procedures, and Airport Ordinances No. 201701 Airport Rules and Regulations, as amended or superseded for violations on the Airport, and will provide enforcement to ensure this requirement meets security guidelines as may change from time to time. Further, Public Safety Officers and Authority Management may issue Violation Notices, and fines in accordance with the Authority Airport Ordinances No. 201701 Airport Rules and Regulations, as amended or superseded for violations of this policy.

In the event that a Provider or one of its Owners violates any provision of this policy or the Authority's Rules and Regulations, the ~~Executive Director~~, the President & CEO, or designee, may prohibit the Provider or the Owner, or both of them, from entering upon the Airport property to provide Peer-to-Peer vehicle sharing services for a period not exceeding ten (10) days and impose a fine in accordance with the Authority's Rules and Regulations.

In the event that a Provider or one of its Owners violates any provision of this Policy within ninety (90) days of a previous violation, the ~~Executive Director~~President & CEO, or designee, may in his or her sole discretion prohibit the Provider or the Owner, or both of them, from entering upon the Airport property to provide Peer-to-Peer vehicle sharing services for a period not exceeding thirty (30) days and impose a fine in accordance with Authority's Rules and Regulations, as amended or superseded.

If after the third offense, the Provider or one of its Owners violates any provision of this policy within the remainder of the permit year, or within one hundred eighty (180) days of the previous violation, the ~~Executive Director~~President & CEO may in his or her sole discretion prohibit the Provider or the Owner, or both of them, from entering upon the Airport to provide Peer-to-Peer Vehicle Sharing Services for a period not to exceed six (6) months, and impose a fine in accordance with the Authority's Rules and Regulations as amended or superseded.

The Provider and the Owner will be given the opportunity to appear before the ~~Executive Director~~President & CEO at an informal hearing to present information and evidence in

Administration Policies & Procedures **Section 117.01**
Airport Peer-to-Peer Vehicle Sharing Business Regulation

opposition to such a prohibition; however, the Provider, the Owner or both may be required to cease operations immediately as instructed by Airport Management at any time during the appeal process. A letter must be sent to the ~~Executive Director~~ President & CEO by certified mail within five (5) business days stating the reasons for the appeal. The ~~Executive Director~~ President & CEO will respond to the appeal within thirty (30) days with a final decision. If the Provider or one of its Owner do not request an appeal in writing within five business days, the Provider, Owner or both shall immediately cease operation on Airport Property as originally notified by the ~~Executive Director~~ President & CEO, or Airport Management. (This provision is in addition to, and not in limitation of, the Authority's other rights and remedies.)

**RIGHT TO AMEND
POLICY**

This Regulation may be amended from time to time by the Authority.

**APPROVAL AND
UPDATE HISTORY**

Approval

May 13, 2022, New Date to Board

EXHIBIT D – STIPULATION OF DISMISSAL

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE No. 22 CVS 4714

GREATER ASHEVILLE REGIONAL AIRPORT)
AUTHORITY,)
)
Plaintiff,)
)
vs.)
)
TURO INC., and multiple unknown JANE DOE)
AND JOHN DOE Defendants (#1-100),)
)
Defendants.)

STIPLUATION OF DISMISSAL
WITHOUT PREJUDICE

NOW COMES, Plaintiff, Greater Asheville Regional Airport Authority (“Plaintiff”), and Defendant, Turo Inc. (“Defendant”), by and through the undersigned, and hereby agree and stipulate, in accordance with the Settlement Agreement entered into by Plaintiff and Defendant, that this civil action, and all claims filed herein, are hereby dismissed without prejudice.

This the ____ day of _____, 2023.

PATLA, STRAUS, ROBINSON & MOORE, P.A.

TURO INC.

By: _____

BY: _____

Cindy M. Rice
Bar No. 31758
29 North Market Street, Suite 300
Asheville, NC 28801
Attorney for Plaintiff
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C. Approval to Purchase Three Shuttle Buses for Parking Operations: John Coon stated that as the Board was aware a new south parking lot will be constructed on airport property later in the year requiring passenger shuttle service to and from the terminal building. Purchase of three shuttle buses will support the additional remote parking lot and will allow for a backup to support maintenance issues that arise on the two existing shuttle buses. Mr. Coon further stated that because of the ten-month lead time to order the 14-passenger buses, staff was requesting approval to order the shuttle buses. As with the current remote parking lots, LAZ Parking will operate the shuttle buses for the new remote parking lot. Mr. Coon advised the Board that preliminary costs to purchase a 14-passenger bus with handicap accessibility and luggage racks was approximately \$122,258.00 each. Additional funds were also requested to brand the buses upon delivery. The total expense of \$385,000.00 will be paid using airport funds and will require the following budget amendment:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Equipment and Small Capital Outlay		\$385,000.00
Total		\$385,000.00

This will result in a net increase of \$385,000.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$385,000.00
Totals		\$385,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 3rd day of February 2023.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

Mr. Russell moved to authorize the purchase of three shuttle buses for an amount not to exceed \$385,000.00; authorize the President & CEO to execute the necessary documents; and amend the FY2022/2023 budget by adopting the budget ordinance amendment as presented by staff. Mr. Kennedy seconded the motion and it carried unanimously.

D. Approval of Work Authorization No. 2R(C) with Parrish and Partners of North Carolina, PLLC for South Terminal Apron Expansion Project Engineering Services:

Jared Merrill summarized the Agreement and amendments with Parrish and Partners for the South Terminal Apron Expansion project that were previously approved by the Board. Mr. Merrill advised the Board that Work Authorization No. 2R(C) in the amount of \$106,338.84 was for additional construction phase services that were needed to bring the project to the actual completion date of March 2022. The addition of Work Authorization No. 2R(C), which will be paid with FAA funds and matching airport funds, brings the total contract amount to \$1,765,212.84.

Mr. Lovin moved to approve Work Authorization No. 2R(C) with Parrish and Partners in the amount of \$106,338.84 and authorize the President & CEO to execute the necessary documents. Mr. Kennedy seconded the motion and it carried unanimously.

E. Approval of Budget for Enabling Pre-construction Work for South Parking Lot:

Jared Merrill stated that design of the new south parking lot is scheduled to be completed in late spring. In preparation for construction to begin this summer, enabling work is necessary and includes erosion control measures, tree removal, and site clearing, mulch and seed. Mr. Merrill informed the Board that the estimated cost for the enabling work is \$200,000.00, will be funded utilizing airport funds, and requires the following budget amendment:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements	_____	<u>\$200,000.00</u>
Totals	_____	<u>\$200,000.00</u>

This will result in a net increase of \$200,000.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	_____	<u>\$200,000.00</u>
Totals	_____	<u>\$200,000.00</u>

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 3rd day of February 2023.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

Mr. Russell moved to approve the budget for the South Parking Lot project enabling work in the amount of \$200,000.00; authorize the President & CEO to execute the necessary documents; and amend the FY2022/2023 budget by adopting the budget ordinance amendment as presented by staff. Ms. Russo Klein seconded the motion and it carried unanimously.

PRESIDENT'S REPORT: The president stated that he had an additional item to address that was not included on the agenda.

A. Alternative Location for Board Meetings: The president reported that once staff moves to 134 Wright Brothers Way late spring/early summer in preparation for the terminal project, the Board Room will no longer be accessible for meetings. Staff toured the Fletcher Town Council chambers and decided that the chambers would work for Authority Board meetings. The town manager has provided a long-term commitment for the Authority to use the space and a nominal fee for the space will be charged. The president assured the Board that he would keep them apprised of the date for the move of the meetings to the new location as the date drew closer.

B. Economic Impact: The president shared information released by the NC Department of Transportation, Division of Aviation regarding the economic impact that airports have in the state. Also reviewed were the number of jobs, personal income, state and local taxes, and the overall economic output that the Asheville Regional Airport provides to western North Carolina.

C. Construction Timeline: The president reminded the Board that the construction contract for the Air Traffic Control Tower has been approved and that the project coincides with the construction of the terminal building. Staff had intended to request Board approval of the final contract for the Terminal Modernization and Expansion project in March but have decided to delay that until April. Some preliminary work for the bond will be brought to the Board in March and staff anticipates going to the bond market at the end of April.

Jared Merrill spoke about the delays that occurred throughout the design process for the Air Traffic Control Tower project as well as the increase to the construction schedule from 12 to 18 months. Mr. Merrill stated that construction on the tower will begin in February with an 18-month construction schedule followed by a 9-month schedule for the FAA to outfit the building with their equipment.

Mr. Merrill reviewed the progress made in Phase 1 and Phase 2 of the Terminal Modernization and Expansion project. Phase 3 includes the north and south concourses, both of which are critical paths for this project. Phase 4 includes mostly landside work including the baggage claim and the ticket counter area. Mr. Merrill explained that work on the south concourse will impact the existing air traffic control tower's line of sight and a majority of that work cannot be started until the new tower is occupied. While there is still work taking place during the timeframe, it does affect the critical path. Mr. Merrill further stated that the completion of the overall project was originally planned for mid-2026, however, the south concourse will not be open until the latter part of 2026. The contractor and program manager are both working on ways to mitigate this and determine alternative options.

INFORMATION SECTION: No comments

PUBLIC AND TENANTS COMMENTS: None

CALL FOR NEXT MEETING: The Chair stated that the next regular meeting of the Board will be held on March 10, 2023.

The president advised the Board that FY24 Proposed Budget books would be delivered in the next couple of weeks and staff will present the budget at the March 10th meeting. The president requested the Board keep the March 29th date open on their calendars in the event the meeting is needed for any changes that may be necessary on the budget.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: At 9:33 a.m. Mr. Lovin moved to go into Closed Session Pursuant to Subsections 143-318.11 (a) (3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel regarding, among other things, that Buncombe County Lawsuit Entitled Christopher McFalls vs. The Greater Asheville Regional Airport Authority; to Preserve the Attorney-Client Privilege; and to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Greater Asheville Regional Airport Authority, Including an Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Greater Asheville Regional Airport Authority in Negotiations. Mr. Kennedy seconded the motion and it carried unanimously.

The Chair indicated they would break for a few minutes at which time the Board would resume in closed session.

Open Session resumed at 9:55 a.m.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY FEBRUARY 3, 2023

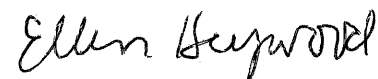
CLOSED SESSION MINUTES: Mr. Lovin moved to seal the minutes for the Closed Session just completed and to withhold such Closed Session minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Ms. Russo Klein seconded the motion and it carried unanimously.

APPROVAL OF THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

DECEMBER 9, 2022 CLOSED SESSION MINUTES: Mr. Lovin moved to approve the minutes for the Greater Asheville Regional Airport Authority December 9, 2022 Closed Session and to seal and withhold the minutes for the December 9, 2022 Closed Session from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Ms. Russo Klein seconded the motion and it carried unanimously.

ADJOURNMENT: Mr. Russell moved to adjourn the meeting at 9:56 a.m. Mr. Kennedy seconded the motion and it carried unanimously.

Respectfully submitted,



Ellen Heywood
Clerk to the Board

Approved:



Brad Galbraith
Chair