



**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE RENTAL CAR CONCESSION AND
OPERATING AGREEMENTS
AT FORT SMITH REGIONAL AIRPORT (FSM)**

Fort Smith Airport Commission (“Commission”)
6700 McKennon Blvd, Ste 200
Fort Smith, AR 72903

DEADLINE FOR RECEIVING PROPOSAL

Responses to this RFP must be submitted by 12:00 pm CST on July 9, 2026. **Proposals received after 12:00pm CST will not be considered.** Proposals must be delivered to:

Fort Smith Regional Airport
Proposal, Rental Car Concession
6700 McKennon Blvd, Ste 200
Fort Smith, AR 72903
Attn: Lindsay Conley, Finance Director

One (1) signed original (unbound) and three (3) copies, plus one (1) electronic (pdf format) copy of the RFP must be received no later than 12:00pm CST on July 9, 2026. Submissions should be sent in a sealed envelope and marked on the outside: "**Proposal, Rental Car Concession.**" The sealed envelope should also list the name of the proposer on the outside of the box. The Proposals must be complete by providing all of the information requested under Section VII, 3 “Proposal Information” and 4 “Form of Proposals”.

DEADLINE FOR WRITTEN QUESTIONS

Questions regarding this RFP should be submitted in writing to Lindsay Conley by e-mail at lindsay@flyfsm.com no later than noon on June 10, 2026.

PROPOSED TENTATIVE SCHEDULE

Outlined below is a tentative schedule of events for this RFP process:

Activity	Date
Issue RFP	5/28/2026
Submittal of Written Questions Due Date at 12:00pm CST	6/10/2026
Final Addendum Issued, if necessary	6/26/2026
Proposal Due Date at 12:00 pm CST	7/9/2026
Contract Award Recommendation to Commission	7/28/2026
Award	8/3/2026

All dates are subject to change without prior notice. The commission is not responsible for cost or losses incurred by any proposer due to date changes.

INTRODUCTION

The Fort Smith Airport Commission (“Commission”) operates the Fort Smith Regional Airport (“Airport”). The commission is soliciting Proposals for non-exclusive rental car concessions and operating agreements at Fort Smith Regional Airport. The Concession and Operating Agreements (Agreement) will be for a term of five (5) years. The Commission desires that all those submitting proposals possess certain experience and qualifications to ensure high quality operation of rental car concessions. In addition to obtaining the highest level of service, experience and expertise available, the Commission seeks to establish a strong, sound, and mutually beneficial relationship with customer service-oriented companies.

The commission’s objectives for this solicitation include the following:

- Select up to six Proposers with demonstrated experience in the successful operation of rental car concessions; and
- Select Proposers based on the overall quality of the Proposal, including the Proposer’s ability to deliver high-quality customer service and generate exceptional revenue opportunities for both the Proposer and the Commission.

The Commission anticipates awarding the Agreement to the firms that demonstrate superior competence, relevant qualifications, and the ability to maximize revenue for the

Commission, in accordance with the procedures and evaluation criteria set forth in this Request for Proposals. All Proposers must demonstrate experience in rental car concessions and financial capability.

Additional information regarding the Commission and FSM can be found at <https://flyfsm.com/>.

HISTORY

The terminal building hosts all passenger activity on its 44,000 square foot first floor.

The Airport is served by one airline, American Airlines, making connections in Dallas-Fort Worth, TX. The following table reflects the Airport's 5 year passenger history.

YEAR	ENPLANED	DEPLANED
CY 2025	62,369	60,487
CY 2024	61,409	59,861
CY 2023	60,669	58,659
CY 2022	61,719	61,342
CY 2021	47,287	46,888

RENTAL CAR FACILITIES AVAILABLE

Office space: Six 236 square foot rental car offices with counter space are available within the baggage claim area of the airport terminal building. Existing rental car operators that are successful Proposers will retain the counter spaces currently occupied. Unoccupied office spaces will be allocated by the Commission based on the highest minimum annual guarantee (MAG) proposed.

Ready/Return Parking Lot: 155 spaces are available in the ready/return lot, which is located 300 feet from the baggage claim of terminal building. The number of spaces available to each successful rental car agency (Operator) will be determined by dividing the available spaces by the number of successful Operators. The number of spaces may be reallocated during the term of the Agreement based on changes in the number of Operators. Such reallocation will be at the sole discretion of the Airport. The location of spaces will be allocated among the Operators based on the highest MAG proposed.

Overflow Parking: Overflow parking is available in a designated area within the public parking lot at no cost to the Operator provided all 155 Ready/Return Parking spaces have been allocated to Operators.

Service Center: A four (4) bay service center is available. Service bays will be allocated among successful Operators based on the highest MAG proposed. However, if an existing Operator is allocated a service bay, the Operator will retain the service bay currently occupied. For Operators that are not allocated a service bay, the Airport will make available adequate open space for the Operator's use for minor servicing of Operator's vehicles. If an Operator is not allocated a service bay and is wholly owned by an Operator that has been allocated a service bay, the Operators will have the option, with express approval of the Commission, to share a single bay. However, if a service bay is available or becomes available for lease, Operators will not be allowed to share a service bay. If two Operators share a bay as allowed herein, both Operators will collect and remit customer facility charges (CFCs) as stated herein for rental of the service bay.

Car Wash: All Operators will have access to an automatic car wash.

Auto Fueling Island: All Operators have access to an Airport owned self-service auto fueling island.

Compensation for such rights and access are stated herein.

See Exhibit 1 for layout of facilities.

SECTION I – DEFINITIONS

Capitalized terms in this "Request for Proposals" shall be given the meaning contained herein.

- A. "**Airport**" means all land and all facilities, which are owned and operated by COMMISSION and referred to collectively as Fort Smith Regional Airport.
- B. "**Assigned Area**" means the spaces used solely by OPERATOR for the conduct of OPERATOR'S business at the Airport, including counter space within the terminal building area, and the Ready/Return spaces and Service Bay assigned for use by OPERATOR as reflected in Exhibit 1.

- C. **“Commission”** means the Fort Smith Airport Commission, the governing body of the Airport, which is granted the responsibility of managing the operations of the airport.
- D. **“Concession and Operating Agreement”** or **“Agreement”** means the Concession and Operating Agreement between the COMMISSION and the OPERATOR, which consists of this instrument and Exhibit 1, which is attached hereto, and by reference made a part hereof to the same extent as if set forth herein.
- E. **“Customer Contract”** shall mean any rental car contract or agreement entered into by OPERATOR with a Customer at, or for the delivery or return of rental automobiles by such Customer at the Airport.
- F. **“Customer Facility Charge”** or **“CFC”** shall mean the fee imposed by COMMISSION on each and every Customer of the OPERATOR with respect to Customer Contracts at the Airport for each transaction day that each such Customer Contract is in effect. The amount of the CFC shall be determined by COMMISSION from time to time as herein provided and the total amount of CFCs charged to each Customer shall be added to each such Customer Contract. Notwithstanding anything in this Agreement to the contrary, the amount of the CFC that is added to the Customer Contract shall not be included in “Gross Revenues” for the calculation of the Percentage Payment or Concession Fee payable by OPERATOR to COMMISSION.
- G. **“Disadvantaged Business Enterprise”** means a person who qualifies as a small business concern owned and controlled by socially and economically disadvantaged individuals under the terms of Title I §109 of the Airport and Airways Safety and Capacity Expansion Act of 1987, 49 App. U.S.C. §2210 (a) 17.
- H. **“Director”** means the Airport Director or such other person designated by COMMISSION to exercise functions with respect to the rights and obligations of COMMISSION under this Agreement.
- I. **“Dual Branding”** means the operations of two separate rental car brands by one OPERATOR under a single Concession and Operating Agreement and from a single Assigned Area.
- J. **“FAA”** means the Federal Aviation Administration of the United States Government, or any federal agencies succeeding to its jurisdiction,

- K. **“Fiscal Year”** refers to COMMISSION’S fiscal year and means the twelve-month period commencing on January 1 and extending to December 31.
- L. **“Gross Revenue”** means all monies paid or payable to or considerations of determinable value received by the OPERATOR after discounts and coupons deducted at the time of rental. For full definition, see the Proposed Concession and Operating Agreement.
- M. **“Improvements”** shall mean walls, partitions, cabinets, counters, dividers, flooring, shelving, lighting and electrical system, furniture, fixtures, and equipment including wall coverings, draperies, carpeting and decorative items.
- N. **“OPERATOR”** means a corporation, organized and existing by virtue of the laws of the State of Arkansas, who is contracted herein to provide rental car concessions at the Airport.
- O. **“Property”** shall include anything of material value that is real, personal, tangible or intangible.
- P. **“Rules, Regulations & Policies”** means those lawful and reasonable rules, regulations, and policies promulgated by COMMISSION for the orderly use of the Airport by both the OPERATOR and other Rental Car Operators and users of the Airport as the same may be amended, modified, or supplemented from time to time.
- Q. **“Service Center Area”** means the existing “Service Center Facility” (Building), automatic car wash, fuel island/systems for support of the rental car operation at the Airport.
- R. **“Service Bay”** means an enclosed service bay or maintenance bay within the Service Center Facility used for support of rental car operation at the Airport.
- S. **“Transaction Days”** means a twenty-four (24) hour period or fraction thereof for which a rental car customer is charged rental for an automobile which is paid in the form of currency, credit, or promotional coupon for which a rental car customer is given complimentary use of the automobile, regardless of the duration or length of

the rental term. For the purposes of assessing CFC charges, a Transaction Day means a twenty-four (24) hour period with a one hour grace period or net 25 hours.

- T. “TSA” means the Transportation Security Administration of the United States Government, or any federal agencies succeeding to its jurisdiction.

SECTION II – SCOPE OF WORK

For the purposes of this RFP, the Rental Car Concessionaire(s) will, subject to a final, executed agreement between the parties, serve as a Rental Car Concessionaire for the FSM Terminal Complex.

The selected firm will be expected to meet or exceed the following goals and objectives throughout the term of the Agreement:

- A. Provide an adequate number of courteous, well-trained, uniformed, and neatly attired personnel as required to successfully operate and maintain a rental car concession. Counters will be continually staffed to provide for rental car returns prior to the first airline flight each day and to meet all arriving airline flights of the day. With written approval by the Commission, weekend and holiday hours may be adjusted to meet rental demands of the public. Proposer must demonstrate and justify reduction in demand. All personnel will be employees of the successful Proposer.
- B. Provide an adequate number of late model automobiles to meet the rental needs of the public. All rental automobiles shall be purchased new, or otherwise as low-mileage current year model automobiles. Proposer will not use automobiles for which more than two (2) years have elapsed from the date of purchase by Proposer.
- C. Pay concession fees, rents and other fees as established by the Commission.
- D. Collect Customer Facility Charges (CFC) as established by the Commission and remit such to Commission monthly separate.
- E. Comply with all requirements of the Airport’s ACDBE Program (Disadvantage Business Enterprise) and submit reports as required.

- F. Maintain in effect at all times during the term of the Agreement, a valid corporate performance bond, or such other acceptable surety at the Commission's sole discretion in the amount equal to fifteen thousand dollars (\$15,000).
- G. Maintain Insurance coverage as required in the Agreement.
- H. Dual Branding: Operator may operate a rental car business under no more than two (2) brand names within the leased premises at no additional charge. Operators desiring to operate with more than one brand name must provide written notice to the Airport during the proposal process. Such notice must list the brand names it intends to operate and display within the leased premises. Operators must have the authority and have been granted the right to use any such brand or trade name that may be used at the leased premises for the term of the Agreement, pursuant to a franchise or license agreement with the trade name owner. Operators who operate dual brands must operate from a single counter, utilize a single ready and return area and a single service bay. Operators that operate dual brands from one leased space will pay one minimum annual guarantee and gross receipts/gross revenues will be the combined figures of both brands. A rental car company who wholly owns two or more brands may enter separate Agreements and each brand will be independent of each other and will be considered separately.

This is a partial list. See the Proposed Concession and Operating Agreement for details and complete scope of services provided and clarification of the above list.

SECTION III – PROPOSER REQUIREMENTS

- A. Proposers must provide financial information requested by the Commission.
- B. Proposers must have a minimum of three (3) years continuous successful experience operating a rental car concession, and must include a list of at least five (5) locations and their size and length of service at each location. Include on-airport experience and locations.
- C. Proposer must provide five (5) references. Each reference must include the contact person, title, company, address, telephone and email address. Does not apply to Operators who currently have a concession and operating agreement with the Commission.

- D. Proposer must provide a copy of its license to do business in the State of Arkansas or documentation that the company is capable of becoming licensed.
- E. Proposer must submit list of any cancellation, default or notice of default for lack of performance or for any other reason at any airport location in the United States within the past five (5) years.
- F. Proposer must declare delinquent obligations with the Airport. Proposers with delinquent obligations with Airport must not be considered for award of an Agreement.
- G. Proposer must state if business is a Certified Disadvantaged Business Enterprise and provide certification.
- H. Proposer must ensure all ACDBE documentation is complete and accurate and adequately documents the Proposer's good faith efforts in the event it is required.
- I. Proposer must state desires to operate with more than one brand name and the brand names it intends to operate and display within the leased premises. Operators must warrant to the Commission that they have authority and have been granted the right to use any such brand or trade name that may be used at the leased premises for the term of the Agreement, pursuant to a franchise or license agreement with the trade name owner. Operator may operate a rental car business under no more than two (2) brand names within the leased premises.
- J. Proposer must state if it wholly owns two or more brands and is submitting separate proposals for each brand.
- K. Proposer must submit to the Commission with its proposal, a Proposal Surety, in the form of a certified check, cashier's check, or other acceptable collected funds payable to Fort Smith Airport Commission in the amount of Five Thousand (\$5,000.00) dollars. Proposal sureties are required as a guarantee that successful Proposers will execute a formal Agreement with the Commission. Proposal sureties may be retained by the Commission as liquidated damages in the event that such Proposer fails to execute an Agreement or to furnish said Performance Bond. Proposal sureties will be returned to each successful Proposer after execution of an Agreement and delivery of said Performance Bond.
- L. Proposer must provide all information in Section VII, 3 and 4, on the Proposal Checklist and execute documents as indicated.

In the event the Commission desires further information or clarification regarding any proposal, the Commission may request such information from Proposer or, at its option, elect to interview one or more of the Proposers. Interviews will be based on the RFP and information provided in Proposer's proposal as well as other information requested by the Commission. The Commission will only conduct interviews as it deems necessary.

SECTION IV- COMPENSATION / MINIMUM ANNUAL GUARANTEE

During the Term of this Agreement Rental Car Concessionaire(s) shall pay the Commission the following fees:

- A. Concession fee and minimum annual guarantee (MAG). For the rights and privileges granted to it under the terms of Concession and Operating Agreement, each Operator will pay the greater of not less than ten (10%) of its Gross Receipts or a MAG not less than \$50,000 for each contract year. The MAG will be paid in equal monthly payments in advance. The concession fee will be paid the month immediately after it is collected. Gross Receipts is defined in the Proposed Concession and Operating Agreement.
- B. Parking: For each Ready/Return Parking Lot space allocated to the Operator, each Operator will pay \$10 per month. Amounts due will be paid monthly in advance.
- C. Service Center: For each service bay allocated to Operator, each Operator will pay \$625 per month and will pay an additional rental charge in the amount of \$0.50 for each auto rental transaction day for each customer entering into an Agreement with Operator. CFC's will be collected by the Operator and remitted to the Airport monthly in advance.
- D. Utilities: Electricity for service center will be prorated among Operators based on direct usage paid at cost plus 20% administration fee. Amounts due will be paid monthly.
- E. Car Wash: For rights and access to the automatic car wash, each Operator will pay a Usage Fee in the amount of \$0.50 for each auto rental transaction day for each customer entering into an auto rental agreement with Operator. CFC's will be collected by the Operator and remitted to the Airport monthly.

- F. Auto Fueling Island: Each Operator will pay for fuel pumped from the self-service auto fueling island at the Airport's actual cost per gallon plus \$0.15 per gallon. Amounts due will be paid monthly.

- G. Additional CFC: During the lease term, the Commission may establish an additional CFC to cover the cost of improvements or additions the airport may elect to make to the facilities designed for use by rental car operators.

SECTION V – PRE-PROPOSAL MEETING

A pre-proposal meeting will not be held for this Request for Proposals.

Please contact Lindsay Conley, lindsay@flyfsm.com, with questions or if a site visit is requested. Any amendments or supplements to the RFP arising out of the questions received or site visits will be reflected by a written addenda.

SECTION VI – INSURANCE REQUIREMENTS

The successful firm shall be required to provide evidence of insurance coverage from a company licensed to do business in the State of Arkansas:

- Comprehensive General Liability Insurance with a combined single limit of \$2,000,000
- Automobile Liability Insurance , Bodily Injury and Property Damage (per accident) with a combined single limit of \$2,000,000
- Personal/Business Property Insurance for the replacement cost of operator's property and improvements made by the operator
- Workers Compensation – per state law
- Pollution and Remediation Legal Liability, per loss limit \$2,000,000

The policies required herein shall be endorsed to name the Commission as an additional insured and shall provide that such insurance is primary.

SECTION VII – SELECTION PROCESS

1. General. This Request for Proposals is a competitive selection process for the Rental Car Concessions at FSM. The Commission reserves the right, but has no obligation, to develop a short list of proposers for interviews prior to final selection. Any short list will consist of firms the Selection Committee determines to be the most qualified based on the evaluation criteria contained in this RFP. If a short list is used, the same evaluation

criteria will form the basis for both shortlisting and final ranking. Once the final ranking is established, the Commission will enter negotiations with the highest ranked firm(s). The final contract will be based on the form of Agreement included with this RFP.

2. RFP Copies. RFPs are available beginning May 28, 2026, on the Airport website <https://flyfsm.com/opportunities/> or by contacting Lindsay Conley via email at lindsay@flyfsm.com. A copy of the RFP can also be obtained by requesting the RFP in person at the Airport Administration Building, 6700 McKennon Boulevard, Suite 200, Fort Smith, AR, 72903.
3. Proposal Information. Firms interested in providing Rental Car Concession Services must submit a written Proposal in accordance with the requirements of the RFP. The Proposal submission shall include the following information and should generally follow the outline below.
 - A. Experience and Qualifications Statement (not to exceed 10 pages):
 - 1) Company qualifications gained over at least the last five (5) years to perform the type of work described in this RFP.
 - 2) Company's experience over the last three (3) consecutive years
 - 3) Airport-related car rental concession experience as applicable.
 - B. Minimum Annual Guarantee (MAG) for Contract: The Proposer must submit its proposed MAG commitment and Percent Fee for the contract term. This amount shall serve as the base MAG and Percent Fee for the duration of the contract. Refer to Section IV of this RFP for additional information.
 - C. Evidence of Financial Stability: Submit Balance Sheets and Income Statements for the current Fiscal Year and prior Fiscal Year of operation prepared in accordance with generally accepted accounting principles and compiled by an independent Certified Public Accountant or notarized by the Chief Financial Officer or owner.

4. Form of Proposals.

Proposal submissions should also include the information specified in Section VII (3)(A, B, C), as well as the items listed below:

- Attachment 1: Proposal Form
- Attachment 2: Qualification Form
- Attachment 3: Proposer's Affidavit
- Proposal Surety- \$5,000 (Proposal Bond, Certified Cashier's Check or Bank Draft)

Proposal submissions should not to exceed 50 pages. Compliance with the maximum page requirement is important; each page side with criteria information will be confirmed. Resumes may be attached as Appendices do not count toward the page

limit. Each page shall not be larger than 8 ½" x 11". Each Proposer shall properly sign its Proposal either by handwritten (ink) signature or by an authorized digital signature.

5. Submission of Proposals. One (1) signed original (unbound) and three (3) copies, plus one (1) electronic (pdf format) copy of the RFP must be submitted to the Commission by the submission deadline of 12:00 pm on Thursday, July 9, 2026, or any extension thereof made by written addendum. Proposal submissions must be delivered to the reception desk of the Fort Smith Regional Airport at 6700 McKennon Boulevard, Suite 200, Fort Smith, AR 72903 prior to the Proposal submission deadline, and must be addressed to the attention of Lindsay Conley, Director of Finance & Administration, be sealed, and include the firm name, and the title, Proposal, Rental Car Concession. Each Respondent is solely responsible for the timely delivery of all copies of the Proposal. Proposals received after the time and date for receipt of Proposals will not be considered and will be returned unopened. Proposals submitted orally, by telephone, by electronic mail or other means of electronic submission will not be accepted and will not receive consideration.

6. Withdrawal or Revision of Proposals. A Proposer may withdraw or revise (by withdrawal of one Proposal and submission of another) a Proposal provided that the Proposer's request for withdrawal or revision is received by the Commission in writing before the deadline specified for receipt of Proposals. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with the requirements to the RFP.

7. Selection Criteria. The selection criteria, and the relative weight of such criteria, to be used by the Selection Committee to select and rank the Proposers:

Selection Criteria	Relative Weight of Selection Criteria (Total = 100 points)
(A) Experience and Qualifications	35
(B) Minimum Annual Guarantee	35
(C) Financial Stability	25
(D) ACDBE Participation	5

SECTION VIII - GENERAL INFORMATION AND INSTRUCTIONS

1. Representations of Proposers. By submitting a Proposal, a Proposer agrees and represents to the Commission the following:
 - a) Proposer has read and understands the RFP, and that all information provided in response thereto, including the Proposal submitted, is made in accordance with the requirements of the RFP.
 - b) Proposer certifies, by submission of a Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, proposed for suspension, declared ineligible, or voluntarily excluded from participation in the proposed services by any governmental entity, department, or agency. Proposer further understands and agrees that by submitting a Proposal that it will include this clause without modification in all lower tier transactions, solicitations, Proposals, contracts, and subcontracts related to the services. Where the Proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation in writing with the submission of the Proposal.
 - c) The Proposal and all other information submitted to the Commission is true and correct to the best of Proposer's knowledge, information, and belief. No representation or information provided by Proposer contains, or will contain, any untrue statement of material fact or omits, or will omit, to state any material fact necessary to make such representation or information not misleading considering the circumstances under which it was made.
2. Commission Right to Cancel RFP or Reject Proposal. The Commission may cancel the RFP or reject, in whole or in part, any or all Proposals for any reason. Likewise, if the Commission and the Proposer cannot agree on a contract with financial terms which are fair and reasonable to the Commission, then the Commission need not proceed with Proposer, may terminate negotiations, and may negotiate with the next most qualified Proposer on the final short list. Any proposed agreement(s) negotiated by the Commission will be based on the attached form of Agreement and will be subject to the final Commission approval.
3. Execution of Contract. No contract shall be deemed to have been finally awarded, enforceable, or in effect, and no Proposer shall have any expectation of any award of a contract or of any work or services until a written contract has been actually executed by both an authorized representative of the Commission and the successful Proposer.
4. Form of Contract. The proposed Agreement and related exhibits to be negotiated by the Commission and the Proposer(s) shall be substantially in the form included in this RFP.

5. Instructions and Addenda. All instructions regarding the RFP shall be in writing. Oral instructions, including any oral statements made at the pre-submission conference shall not be followed unless confirmed by the Commission in writing via an addendum to this RFP. Any changes to the RFP will be in the form of a written addendum which will be posted at <https://flyfsm.com/opportunities/> on June 26, 2026. The following shall apply to any addenda: (1) addenda will be posted at <https://flyfsm.com/opportunities/> on June 26, 2026; (2) copies of addenda will be made available by request to lindsay@flyfsm.com; (3) no addenda will be issued later than four (4) working days prior to the due date for receipt of Proposals, except an addendum withdrawing the request for Proposals or one which includes postponement of the date for receipt of Proposals.
6. No Responsibility for Proposers' Costs. Proposers shall be solely responsible for all its costs incurred in the RFP process or the result of submitting a Proposal.
7. No Contact. No representative or agent of consultant of a Proposer may contact any member of the staff of the Commission or Airport, any Selection Committee member, any member or director of the Commission, or any other agent or consultant of the Commission, either directly or indirectly, except as follows: (1) questions related to the Proposal process or the program may be directed in writing to Lindsay Conley via email at lindsay@flyfsm.com; (2) participation in informational meetings (if any) which are open to all RFP Holders; and (3) participation in scheduled interviews, if held. Any communication, or attempted communication, with any person other than as designated above shall, in the sole discretion of the Commission, will be grounds for disqualification of the Proposer.
8. Right to Investigate. By submitting a Proposal, the Proposer understands and agrees that the agents or representatives of the Commission or the Selection Committee have the right to make (or not make) any inquiry or investigation they deem appropriate to substantiate or supplement information contained in the Proposal. During any such inquiry or investigation, Proposer shall provide any requested release or approval to obtain any and all information sought.
9. Use of the Commission Name. All Proposers are prohibited from using the name, logo, trademark, or other representation of "Fort Smith Regional Airport" in any form or medium for public advertising unless express written permission is granted by the Commission.
10. Conflict of Interest. The selected Proposer and its owners, principals, or employees may not be involved with other the Commission related business during the term of the proposed contract so as to create a conflict of interest. All determinations regarding

potential conflicts of interest shall be resolved by the Commission, whose decision shall be final.

11. Ownership of Materials and Confidentiality. All materials submitted as part of a Proposal shall become the property of the Commission upon delivery. Until the award and execution of a final written contract by the Commission, only the name of each person or firm who submitted a Proposal will be made available to the public. All other information received by the Commission as part of a Proposal shall be confidential. The Proposals (and any other materials submitted in response to the RFP) may be subject to public disclosure after the contract is awarded and the Commission and Proposer has executed the final contract.
12. Right to Refuse Consideration of Proposal. The Commission reserves the right to refuse to consider a Proposal from a prospective Proposer for any of the following reasons: (1) failure to comply with any prequalification requirements of the Commission, if such requirements are cited, or otherwise included, in the RFP as a minimum qualifications requirement; (2) failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Commission) at the time the Commission has issued the RFP; (3) a Proposer's default under previous contracts with the Commission; or (4) unsatisfactory work on previous contracts with the Commission.
13. The Commission maintains a list consisting of all service providers/vendors providing services/products at the Airport. Each firm must complete and submit, with its submittal, information with respect to such firm in the form included in the solicitation documents. The listing of a firm on the Commission Submitters list is not an endorsement of that firm and does not indicate that the firm has been pre-qualified for airport work.
14. ACDBE. It is the policy of the Commission to ensure that socially and economically Airport Concession Disadvantaged Business Enterprise firms ("ACDBEs"), regardless of race or sex, have a fair and equal opportunity to participate in the Commission's contracts. Pursuant to the U.S. Department of Transportation's Interim Final Rule (IFR) issued September 30, 2025, (see Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications, 90 Fed. Reg. No. 190, page 47969-47982), until the state completes the reevaluation process described in the IFR, the Commission will no longer include ACDBE contract goals or count ACDBE participation toward overall program goals. Respondents are still encouraged to pursue subcontracting and partnership opportunities with socially and economically disadvantaged small businesses.

EXHIBIT 1

EXHIBIT 1

DRAFT CONCESSION AND OPERATING AGREEMENT



DRAFT

CONCESSION AND OPERATING AGREEMENT

Between

OPERATOR NAME

And

FORT SMITH AIRPORT COMMISSION
FORT SMITH REGIONAL AIRPORT

For

RENTAL CAR CONCESSION

EFFECTIVE DATE - OCTOBER 1, 2026

EXHIBIT 1

FORT SMITH AIRPORT COMMISSION
CONCESSION AND OPERATING AGREEMENT
WITH
OPERATOR

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EXHIBIT C Service Center Area

EXHIBIT 1

FORT SMITH AIRPORT COMMISSION
CONCESSION AND OPERATING AGREEMENT

This Concession and Operating Agreement, hereinafter referred to as “Agreement”, entered into this day of _____, _____ by and between the Fort Smith Airport Commission, hereinafter called “COMMISSION”, and _____, hereinafter called “OPERATOR”.

WITNESSETH:

WHEREAS, COMMISSION is owner and operator of Fort Smith Regional Airport (hereinafter called “Airport”) located in Fort Smith, Arkansas; and

WHEREAS, COMMISSION owns and operates the Terminal Complex including the Terminal Building at said Airport; and

WHEREAS, the COMMISSION has space for six (6) rental car concessionaires in the Terminal Building; and

WHEREAS, proposals were received from a number of qualified Operators, including a responsive proposal submitted by OPERATOR; and

WHEREAS, OPERATOR has complied with the Request of Proposal and has delivered to COMMISSION the Performance Security required as a condition precedent to the granting of this privilege; and

WHEREAS, OPERATOR is engaged in the business of renting passenger automobiles and desires to use certain areas and facilities owned by the COMMISSION and acquire from COMMISSION certain rights and privileges in connection with its use of Airport; and

WHEREAS, COMMISSION has the right to permit use of property on the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter this Agreement in respect thereof.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained herein, the parties hereto agree as follows:

SECTION 1 - DEFINITIONS

1.01 Definitions

The following words and phrases, wherever used in this Agreement shall, for the purpose of this Agreement, have the following meaning:

- U. “Airport” means all land and all facilities, which are owned and operated by COMMISSION and referred to collectively as Fort Smith Regional Airport.

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- V. "Assigned Area" means the spaces used solely by OPERATOR for the conduct of OPERATOR'S business at the Airport, including counter space within the terminal building area, and the Ready/Return spaces and Service Bay assigned for use by OPERATOR as reflected in Exhibits, A, B and C.
- W. "Commission" means the Fort Smith Airport Commission, the governing body of the Airport, which is granted the responsibility of managing the operations of the airport.
- X. "Concession and Operating Agreement" or "Agreement" means the Concession and Operating Agreement between the COMMISSION and the OPERATOR, which consists of this instrument and Exhibits A, B, and C, which are attached hereto, and by reference made a part hereof to the same extent as if set forth herein.
- Y. "Customer Contract" shall mean any rental car contract or agreement entered into by OPERATOR with a Customer at, or for the delivery or return of rental automobiles by such Customer at the Airport.
- Z. "Customer Facility Charge" or "CFC" shall mean the fee imposed by COMMISSION on each and every Customer of the OPERATOR with respect to Customer Contracts at the Airport for each transaction day that each such Customer Contract is in effect. The amount of the CFC shall be determined by COMMISSION from time to time as herein provided and the total amount of CFCs charged to each Customer shall be added to each such Customer Contract. Notwithstanding anything in this Agreement to the contrary, the amount of the CFC that is added to the Customer Contract shall not be included in "Gross Revenues" for the calculation of the Percentage Payment or Concession Fee payable by OPERATOR to COMMISSION.
- AA. "Disadvantaged Business Enterprise" means a person who qualifies as a small business concern owned and controlled by socially and economically disadvantaged individuals under the terms of Title I §109 of the Airport and Airways Safety and Capacity Expansion Act of 1987, 49 App. U.S.C. §2210 (a) 17.
- BB. "Director" means the Airport Director or such other person designated by COMMISSION to exercise functions with respect to the rights and obligations of COMMISSION under this Agreement.
- CC. "Dual Branding" means the operations of two separate rental car brands by one OPERATOR under a single Concession and Operating Agreement and from a single Assigned Area.
- DD. "FAA" means the Federal Aviation Administration of the United States Government, or any federal agencies succeeding to its jurisdiction,
- EE. "Fiscal Year" refers to COMMISSION'S fiscal year and means the twelve-month period commencing on January 1 and extending to December 31.

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FF. "Gross Revenue" means all monies paid or payable to or considerations of determinable value received by the OPERATOR after discounts and coupons deducted at the time of rental, for:

1. All charges, including, but not limited to, time and mileage charges and separately stated fees for rental of automobiles and other related or incidental services, and any other items or services which may be authorized by Airport, made at or from any and all locations on Airport regardless of where the automobiles or services are delivered to or returned;
2. All amounts charged to the Customer for insurance offered by OPERATOR incidental to the rental of such automobiles including but not limited to any type of insurance;
3. All charges attributable to any automobile originally rented at the Airport which is exchanged at any other location of OPERATOR;
4. All proceeds from the long-term lease of automobiles from any location on the Airport;
5. The amount charged to OPERATOR'S Customers and which is separately stated on the rental agreement as an optional charge for waiver by OPERATOR of its right to recover from Customer for damage to or loss of the automobile rented; and
6. The amount charged to OPERATOR'S Customers at the commencement or the conclusion of the rental transaction for the cost of furnishing and/or replacing fuel provided by OPERATOR.

Only the following shall be excluded from the term "Gross Revenue"

1. Any Federal, State, County or City sales or other similar taxes or surcharges separately billed to and collected from Customer and any tickets, towing fees, or impound fees;
2. Any amounts received as insurance proceeds or otherwise for damage to automobiles or other property of OPERATOR, or for loss, conversion or abandonment of such automobiles;
3. Revenue from the wholesale transfer of salvage automobiles;
4. All non-revenue rentals to employees of OPERATOR; and
5. The Customer Facility Charge.

Gross Revenue shall be determined by the total of charges on the face of the Customer's receipt at the time of rental, less any charges excluded in the definition of Gross Revenue above. The retroactive adjustment by OPERATOR of Gross Revenues designated as volume discounts or any other designation or for any other purpose is prohibited.

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- GG. “Improvements” shall mean walls, partitions, cabinets, counters, dividers, flooring, shelving, lighting and electrical system, furniture, fixtures, and equipment including wall coverings, draperies, carpeting and decorative items.
- HH. “OPERATOR” means a corporation, organized and existing by virtue of the laws of the State of Arkansas, who is contracted herein to provide rental car concessions at the Airport.
- II. “Property” shall include anything of material value that is real, personal, tangible or intangible.
- JJ. “Rules, Regulations & Policies” means those lawful and reasonable rules, regulations, and policies promulgated by COMMISSION for the orderly use of the Airport by both the OPERATOR and other Rental Car Operators and users of the Airport as the same may be amended, modified, or supplemented from time to time.
- KK. “Service Center Area” means the existing “Service Center Facility” (Building), automatic car wash, fuel island/systems for support of the rental car operation at the Airport.
- LL. “Service Bay” means an enclosed service bay or maintenance bay within the Service Center Facility used for support of rental car operation at the Airport.
- MM. “Transaction Days” means a twenty-four (24) hour period or fraction thereof for which a rental car customer is charged rental for a automobile which is paid in the form of currency, credit, or promotional coupon for which a rental car customer is given complimentary use of the automobile, regardless of the duration or length of the rental term. For the purposes of assessing CFC charges, a Transaction Day means a twenty-four (24) hour period with a one hour grace period or net 25 hours.
- NN. “TSA” means the Transportation Security Administration of the United States Government, or any federal agencies succeeding to its jurisdiction.

SECTION 2 - TERM

The Term of this Agreement (the “Term”) shall commence on October 1, 2026, and shall end at 12:00 am. on September 30, 2031. Minimum Annual Guarantee and fees and charges shall run from the date of commencement.

SECTION 3 - ASSIGNED AREA

For and in consideration of mutual promises hereof, COMMISSION hereby provides OPERATOR approximately 236 square feet of counter and office space in the Terminal Building, and, as assigned herein, Ready/Return parking spaces and Service Bay, together hereinafter called “Assigned Areas.”

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During the first year of this Agreement, the Operator will have available _____ ready/return spaces and the location of the spaces will be determined in MAG order beginning with the highest MAG. In succeeding years (years 2 through 5) of this Agreement, the 155 spaces will be prorated annually by market share and location of the assigned spaces will be determined by market share beginning with the highest market share and proceeding to the lowest market share.

Reallocation of numbered parking spaces and location of parking spaces will be accomplished on or before November 1 of each year. Reallocations will be at the sole discretion of the Airport Director.

The Service Center Facility has four (4) service bays available. OPERATOR has been allocated service bay #____ as indicated on attachment C. OPERATOR may not share use of service bay with another Rental Car Operator unless explicitly approved by the COMMISSION in writing. COMMISSION approval will be given provided a service bay is not available for lease. Permission can be revoked by Commission if and when another service bay comes available for lease. If a service bay is shared, both Rental Car Operators will collect and remit CFCS as stated herein for rental of the service bay.

A COMMISSION owned automatic car wash is available to all Rental Car Operators jointly.

A COMMISSION owned self-service automobile fueling island is available to all Rental Car Operators jointly.

The location of the areas covered by this Agreement are designated on Exhibits A, B and C, attached hereto and by this reference made a part hereof and further detailed as follows:

1. Terminal Space as depicted in Exhibit A
2. Ready/Return spaces as depicted in Exhibit B and labeled "Ready/Return Spaces"
3. Service Bays as depicted in Exhibit C and labeled "Service Center Area"

SECTION 4 - USES AND PRIVILEGES

COMMISSION hereby grants to OPERATOR, subject to all the terms and conditions of this Agreement, the following privileges in connection with the Assigned Areas:

4.01 Scope of Privileges

The OPERATOR will have the nonexclusive right, privilege, and obligation to conduct and operate a rental car concession at the Airport. OPERATOR understands and agrees that it will not engage in any other business on the Airport under this Agreement.

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The OPERATOR will have the right, privilege, and obligation to rent and check-in only passenger-type rental automobiles, including the right to offer related collision damage waiver protection, and personal injury insurance, and to occupy operations office.

The OPERATOR may also rent and/or sell items and services incidental to the rental car concession such as but not limited to, infant seats, driver assist equipment and navigation aids.

4.02 Dual Branding

OPERATOR will be prohibited from operating at the Airport under any brand name or trade name other than as proposed, unless the COMMISSION gives its written consent, unless this Agreement has been assigned during its Term with the approval of COMMISSION pursuant to the terms and conditions of Section 12 herein. In no event, however, may more than a total of two trade or brand names be used. Except in the event of assignment during the Term of this Agreement as indicated in Section 12.02, OPERATOR will operate and maintain all signage only under the brand or trade names(s) set forth in this paragraph. No other brand name will be used or displayed by OPERATOR at the Airport or upon the Premises, except as provided herein.

Dual Branding ___ has, _____ has not been officially approved by the COMMISSION. If applicable, the dual brands are _____ and _____.

If OPERATOR utilizes any particular brand or trade name under a license or franchise agreement, OPERATOR represents and warrants to the COMMISSION that OPERATOR has been granted the right to use such brand or trade name at the Airport for the entire Term of this Agreement. At the COMMISSION'S request, OPERATOR agrees to provide the COMMISSION with a copy of the franchise agreement and reasonable evidence that such agreement remains in full force and effect. OPERATOR agrees that the termination of OPERATOR'S right to use OPERATOR'S brand or trade name at the Airport or to conduct a Rental Car Concession at the Airport will constitute a material breach of OPERATOR'S obligations under this Agreement.

4.03 OPERATOR Otherwise Responsible.

OPERATOR will otherwise obtain all licenses/permissions necessary for, and pay all costs and expenses incurred with respect to, the operation of the rental car concession, it being understood and agreed that the COMMISSION will not, except as specifically set forth in the Agreement, be required to furnish services of any nature with respect to the operation of the rental car concession. OPERATOR hereby assumes full and sole responsibility for the supply and payment for all licenses, services, and operational costs. This includes, without limitation, all taxes, permit fees, license fees and assessments lawfully levied or assessed upon OPERATOR or COMMISSION

4.04 Purchasing

- A. The OPERATOR will have the right to purchase personal property or services, materials and supplies used by OPERATOR from any person or company of OPERATOR'S choice. The OPERATOR will have the right to make agreements with any person or company for

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OPERATOR'S choice for services to be performed for OPERATOR which are incidental to the conduct of OPERATOR'S activities.

- B. It is understood that if OPERATOR'S suppliers, contractors and furnishers of service exclusively use any portion of the Airport or facilities of COMMISSION, then COMMISSION may charge reasonable fees therefore, but nothing herein gives the OPERATOR the right to grant to any other party the privilege to use any portion of the Airport or facilities of the COMMISSION.

4.05 Disposal of Equipment

For the purposes of this Agreement revenue generated from the disposal of OPERATOR'S equipment will not be considered gross revenue.

4.06 Signage

The OPERATOR may install and operate identification signs, posters, and graphics within OPERATOR'S Assigned Area, subject to the prior written approval of Airport Director, provided that:

1. All signs will be substantially uniform in size, type and, location;
2. All signs will be consistent with COMMISSION'S graphic standards;
3. All signs will be in compliance with all local laws and ordinances;
4. Signs in parking lot will be for identification purposes only; and
5. Signage in the ticket counter location will be limited to locations on the rear wall and behind the ticket counter. The area in and on the front of the ticket counter will be used for passenger queuing only.

OPERATOR will not erect, maintain or display signs of advertising or graphics at or on the exterior parts of the Assigned Areas or in or on the Assigned Areas, so as to be visible outside the Assigned Areas. Exterior signs affecting public safety and security will be in accordance with the established Airport standards.

4.07 Employees' Parking Facilities

OPERATOR will have the right to the use of reasonably adequate vehicular parking facilities for its employees employed at the Airport in common with other employees, which facilities will be located in an area designated by COMMISSION as near as practicable to the Terminal Building. COMMISSION reserves the right to assess a reasonable charge for such employee parking facilities, based on the cost of providing, operating, and maintaining the facilities. There will be no charge for employee parking.

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4.08 Access

- A. Subject to the provisions hereof, the Rules, Regulations, and Policies, and such restrictions as OPERATOR may impose with respect to its Assigned Area, COMMISSION hereby grants to OPERATOR, its agents, suppliers, employees, contractors, passengers, guests, and invitees, the right and privilege of access, ingress, and egress to the Assigned Area and to public areas and public facilities of the Airport.
- B. The ingress and egress provided for above will not be used, enjoyed, or extended to any person engaging in any activity or performing any act or furnishing any service for or on behalf of OPERATOR that OPERATOR is not authorized to engage in or perform under the provisions hereof unless expressly authorized by COMMISSION.
- C. COMMISSION will have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for OPERATOR'S use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice is given to OPERATOR and a reasonably convenient and adequate means of access, ingress and egress will exist or be provided in lieu thereof. COMMISSION will suffer no liability by reason thereof and such action will in no way alter or affect any of OPERATOR'S obligations under this Agreement.

4.09 Requirement to Utilize Assigned Area

If OPERATOR fails to utilize any portion of its Assigned Area for a period of more than thirty days during the Term of this Agreement, COMMISSION will have the right, but not the obligation, to reduce OPERATOR'S Assigned Area by the portion that has remained unused for said period.

4.10 Airport Concession Disadvantaged Business Enterprises (ACDBE)

Pursuant to the U.S. Department of Transportation's Interim Final Rule (IFR) issued September 30, 2025, (see Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications, 90 Fed. Reg. No. 190, page 47969-47982), until the state completes the reevaluation process described in the IFR, the Commission will no longer include ACDBE contract goals or count ACDBE participation toward overall program goals. When the state completes the reevaluation process, the OPERATOR must comply with the requirements as set forth below.

When the reevaluation process is completed by the state, it is the requirement of the Federal Department of Transportation ("DOT") that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds and in concession agreements on the Airports.

- A. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. OPERATOR agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection

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with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

- B. OPERATOR agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters into and cause those businesses to similarly include the statements in further agreements.
- C. OPERATOR agrees to submit records of ACDBE Participation annually and maintain such records for five years. This information will include but not be limited to:
 - 1. Total purchases from DBEs for expenses
 - 2. Total purchases for expenses
 - 3. Types of work/service/purchases
 - 4. Total number of DBE firms used for expense purchases
 - 5. Total number of firms used for expense purchases
 - 6. Contact information for all DBE firms used, name, address, phone number and contact person
 - 7. Total gross revenues
 - 8. Examples of good faith effort, which must meet the standards in 49 CFR Part 26

Records will be provided to the Airport Director or the Airport's authorized representative in report format that is acceptable to the Airport Director before November 1st of each year for the 12 month period ending on September 30th of the same year.

- D. If OPERATOR is unable to subcontract all or a portion of the COMMISSION'S goals, the remaining portion of OPERATOR'S ACDBE participation may be satisfied through the purchase or lease of goods or services from ACDBEs in an amount equal to the goal. These expenditures may include, but are not limited to, the purchase or lease of automobiles, fuel, tires, maintenance and janitorial services and other services.
- E. OPERATOR agrees that its ACDBE participation goal for rental cars for the first year of the Agreement is 15% and such goal may change during the Term of this Agreement per Federal regulations. OPERATOR is responsible for making itself aware of changes in the COMMISSION'S ACDBE goals.
- F. The ACDBE firm must be certified by the State of Arkansas Unified Certification Program. The contact information for the State of Arkansas Unified Certification Program is as follows:

Arkansas Highway and Transportation Department
PO Box 2261
Little Rock, AR 72203-2261
Phone 501-569-2259

- G. OPERATOR is hereby notified that its failure to carry out the Federal DOT policy and the ACDBE obligation, as set forth above, will constitute a breach of contract which may result

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in termination of this Agreement or such other remedy as deemed appropriate by COMMISSION.

SECTION 5 - GENERAL USE OF ASSIGNED AREA

In connection with the exercise of its rights and responsibilities under this Agreement, OPERATOR assumes the following obligations:

5.01 Non-Interference with Utility Systems

OPERATOR will not do or permit to be done anything at or about the Airport which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, air conditioning systems, communications systems, and electrical systems, if any installed or located on or within the Assigned Area on the Airport. OPERATOR will indemnify and hold COMMISSION harmless for any and all damages and/or expenses incurred by COMMISSION due to interference by OPERATOR or any of its subcontractors with the systems enumerated above.

5.02 Duty to Report Malfunctions

OPERATOR will immediately report all malfunctions of the drainage and sewage system, fire protection system, sprinkle system, alarm system, fire hydrants and hoses, air conditioning systems, communications systems, electrical systems and any other system or equipment, if any installed or located on or within the Assigned Areas, to the COMMISSION.

5.03 Hazardous Material

- A. OPERATOR will not keep or store flammable liquids within the enclosed portion of the Assigned Area, except in rooms or tanks especially constructed for such purposes in accordance with standards established by the National Board of Fire Underwriters, and approved by COMMISSION from the standpoint of safety. Any such liquids having a flash point of less than 100°F will be kept and stored in safety containers of a type approved by the Underwriters Laboratories.
- B. Any and all materials stored, handled, used or disposed of by OPERATOR will be the responsibility of the OPERATOR who must ensure that all laws, rules, and regulations of COMMISSION, FAA Environmental Protection Agency (EPA), Arkansas Department of Health and Arkansas Department of Environmental Quality (ADEQ) and local, state, and federal governments and agencies are followed.
- C. OPERATOR will not use the Assigned Area to generate, manufacture, refine, heat, produce or process any "Hazardous Materials". For purposes of this Section, "Hazardous Materials", includes without limitation, petroleum, crude oil, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable as fuel and "Hazardous Substances" or related materials as defined in 42 U.S.C. Section 9601 et. seq as amended and 42 U.S.C.

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Section 2011 et. seq as amended, in each case as such laws may be amended and the regulations and publications promulgates pursuant thereto.

- D. OPERATOR will handle, store, transfer and/or dispose of “Hazardous Substances”, “Substances Hazardous to the Environment” and/or “Hazardous Waste” in compliance with all applicable local, state, and federal statutes.
- E. OPERATOR will defend, indemnify and hold harmless the COMMISSION from and against any claims, demands, penalties, damages, costs or expenses of any nature including, without limitation attorney, engineering and consultant fees, investigation and laboratory fees, court costs and litigation expenses, arising out of or in any way related to the past, present, or future presence, past, present, or future release or threatened release, past present, or future disposal or removal of any “Hazardous Substance” or “Hazardous Waste” when such presence, release, threatened release or disposal was caused by OPERATOR, its agents, employees or contractors.

5.04 Deprivation of Public Use

OPERATOR will not conduct its operation in a manner that deprives the public of its rightful, equal, and uniform use of the Airport property.

5.05 Interface with Use by Others

OPERATOR will not interfere with reasonable use by others of common facilities.

5.06 Creation of Safety Hazards

OPERATOR will not conduct its operations in such a way as to hinder police, firefighting or other emergency personnel in the discharge of their duties or as to constitute a hazardous condition that would increase the risks normally attendant upon the operations contemplated under this Agreement.

5.07 Creation of Nuisance

OPERATOR will not commit any nuisance or knowingly do or permit to be done anything which may result in the creation or commission of a nuisance.

5.08 Release of Noxious Gases

OPERATOR will not cause, produce or permit to emanate from the Assigned Areas any unusual, noxious or objectionable smokes, gases, vapors, fumes or odors.

5.09 Use of Area for Lodgings

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OPERATOR will not use the Assigned Areas or any part thereof for lodgings or sleeping purposes.

5.10 Utilities

OPERATOR will be responsible for utility costs associated with the operation of its business at the Airport, specifically, but not limited to telephone, cable, internet, WIFI and trash removal and disposal from automobiles and cleaning activities.

5.11 Valet Services

OPERATOR will not furnish valet services either with or without charge. OPERATOR will deliver automobiles to Customers and receive automobiles from Customer only in designated Ready/Return spaces in OPERATOR'S Assigned Area.

5.12 Retail Automobile Sales

OPERATOR will not conduct retail automobile sales from or on the Airport.

5.13 Vending Machines

OPERATOR will neither install nor operate vending machines or coin-operated amusement machines and devices.

5.14 Trash, Garbage, etc.

OPERATOR will make suitable arrangement for the temporary storage for collection and for removal from the Assigned Area of all trash, garbage and other refuse resulting from OPERATOR'S operations or the operations of others on the Assigned Area. OPERATOR will provide appropriate receptacles in an attractive, safe, and sanitary manner, and will store such receptacles in an inconspicuous place on the Assigned Area. Under no circumstances is refuse or any other item to be placed in the common areas.

5.15 Airport Operations

- A. COMMISSION 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 Area, 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 flight in said airspace for landing on, taking off from or operating on the Airport.
- B. OPERATOR 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 Area in compliance with the requirements of the Federal Aviation Regulations, Part 77.

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- C. OPERATOR expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Assigned Area and any leasehold improvements which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard at the Airport.
- D. OPERATOR agrees to save COMMISSION harmless from any complaints or losses or alleged losses of COMMISSION from OPERATOR'S operations at the Airport. OPERATOR is not obligated to save COMMISSION harmless from any complaints or losses or alleged losses attributable solely to the willful or negligent acts of COMMISSION, its agents, representatives or employees.
- E. OPERATOR agrees to comply with the intent of Transportation Security Administration Regulations Part 1542 (airport security) in the COMMISSION'S policies as outlined in COMMISSION'S TSA approved Airport Security Plan. OPERATOR further agrees that charges, fees, fines levied upon and paid by the COMMISSION through enforcement of Transportation Security Administration Regulations Part 1542 or FAA Part 139 or any subsequent regulation because of acts by OPERATOR'S employees, agents, guests or patrons will be borne by OPERATOR.
- F. OPERATOR will remain solely responsible at all times for the security of its operations, employees and property.
- G. OPERATOR will not sell or permit to be sold gasoline, repair services or related services to the general public on the Airport premises.
- H. OPERATOR will utilize its Service Bay only for washing, cleaning, light maintenance, fluid replenishment, vacuuming, and related activities as are reasonably necessary for preparing its automobiles for rental pursuant to this Agreement. OPERATOR will not utilize the Service Bay for heavy or extensive maintenance (including oil changes) or for the storage of damaged automobiles. OPERATOR will not allow its Customers or the general public to enter the Service Center Facility/Area.
- I. OPERATOR will utilize the Service Lane adjoining its Assigned Service Bay for temporary parking of its automobiles for servicing as defined in this Section. No other automobile parking will be permitted in or about the Service Center Area.
- J. OPERATOR will not park in common driving lanes, service lanes, staging lanes, driveways and access roadways. OPERATOR will not block the access of other automobiles to, at or through the Service Center Area and Ready/Return Lot. OPERATOR will not park, store or place disabled, impaired or wrecked automobiles on the Airport for more than twenty-four (24) hours.
- K. OPERATOR will use the Car Wash for the sole purpose of washing OPERATOR'S on-Airport automobiles that are assigned to OPERATOR'S Fort Smith Regional Airport operation. The Fueling Island will be used for the sole purpose of fueling OPERATOR'S

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on-Airport automobiles that are assigned to the OPERATOR'S Fort Smith Regional Airport operation.

- L. OPERATOR and other authorized users of the Assigned Areas will develop practical procedures for utilizing in common the Car Wash and the Fueling Island.
- M. COMMISSION will provide supplies necessary for the operation of the Car Wash; such supplies will include cleaning solution, utilities and water. In addition, COMMISSION is responsible for repair and maintenance of said Car Wash.
- N. COMMISSION will arrange for and purchase unleaded fuel for the Fueling Island and OPERATOR will reimburse the COMMISSION for such fuel as per Section 7 herein.

5.16 Reserved Rights and Privileges

All rights and privileges not specifically granted to OPERATOR in this Agreement are reserved to the COMMISSION.

SECTION 6 - IMPROVEMENTS, ALTERNATIONS, AND REPAIRS

6.01 General

- A. OPERATOR will make no alterations, additions, improvements to, or installations on the Assigned Areas under this Agreement without the prior written approval of COMMISSION. Any such alternation or improvements will be without cost to the COMMISSION.
- B. The ultimate control over the quality and acceptability of the Improvements in the Assigned Area will be retained by Airport Director and will require the review and written release of the Airport Director prior to installation.

6.02 Improvements by COMMISSION

COMMISSION will provide terminal building lighting, reasonable air conditioning, electrical services to ticket counters and offices.

6.03 Improvements by OPERATOR

OPERATOR will, without cost to COMMISSION, furnish and install all improvements and public area finishes necessary to operate this concession, including service counter inserts, logos, and décor, wall finishes, furniture and equipment. All furniture, fixtures and equipment used in the Assigned Areas will be high quality, safe, fire-resistant, durable, attractive in appearance, and shall require review and written release by the Airport Director prior to installation.

6.04 Design of Improvements

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Any improvements, facilities, decorations, fixtures, equipment, supplies and cabinets furnished by OPERATOR will be in keeping with the general decor of the Airport terminal building and must have the written approval of the Airport Director prior to installation.

6.05 Alterations, Additions or Replacements by OPERATOR

OPERATOR may not remove or otherwise alter any improvement to the Assigned Area owned by the COMMISSION without prior written consent of the COMMISSION. OPERATOR may request permission in writing to remove or alter such improvements. Within sixty (60) days of receipt of such written request, the Airport Director will notify OPERATOR of either the rejection or approval of the request. Ownership and title to all improvements removed from or altered on the Assigned Area shall remain in the COMMISSION unless relinquished in writing by the COMMISSION. Removal, storage, maintenance, transportation and disposal of any improvements will be made at OPERATOR'S sole cost.

OPERATOR will also obtain prior written approval from Airport Director before installing, at OPERATOR'S own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the Assigned Area as of the date of occupancy thereof.

In requesting the Airport Director's consent pursuant to this Section, OPERATOR will submit, as applicable, reasonably-detailed final plans, specifications, and working drawings of the proposed work or installation, not less than sixty (60) days prior to the date OPERATOR intends to commence the same.

The Airport Director will review such plans, specifications, and drawings within thirty (30) days following receipt of such request. The Airport Director may grant such consent conditional upon OPERATOR'S compliance with such modifications to such plans, specifications, or drawings as deemed by the Airport Director at his sole discretion to be necessary or advisable.

All such work by OPERATOR will be subject to the approval of all applicable governmental agencies and OPERATOR will, at its sole cost and expense obtain all applicable permits and authorizations prior to commencement of such work. OPERATOR will cause such work to be completed with due diligence and in compliance with the plans, specifications, and drawings approved by the Airport Director, and all applicable laws, permit requirements, and building, plumbing, mechanical, and electrical codes.

Any such alterations or improvements made by OPERATOR pursuant to this Section will be non-structural only, and will remain on and be surrendered to COMMISSION, together with the Assigned Area, upon expiration or sooner termination of this Agreement. COMMISSION may, at its sole option, elect to require OPERATOR to remove any such improvements or alterations within thirty (30) days following such expiration or termination. If COMMISSION so elects it may restore such premises at OPERATOR'S sole cost and expense, or may require OPERATOR to restore the Assigned Area to the condition designated by COMMISSION in such election, within thirty (30) days following notice of such election by COMMISSION.

6.06 Removal

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OPERATOR will not remove or demolish, in whole or in part, any improvements made either by OPERATOR or by COMMISSION, without the prior written approval of Airport Director.

6.07 Repairs to Improvements

A. OPERATOR will, at the expiration of the Term of this Agreement, make any and all repairs necessary to restore the property within the Assigned Areas to its original condition, ordinary wear and tear excluded.

B. Except as otherwise specified under Section 9 herein, OPERATOR will make all repairs and additional improvements of any kind to any improvements made by the OPERATOR.

6.08 Liens

A. If any mechanic's lien or other encumbrance is filed against the Assigned Areas or their Improvements because of any act or omission (or alleged act or omission) of OPERATOR, and whether or not arising from OPERATOR'S work, repair, maintenance, alteration or otherwise, OPERATOR will, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after written demand for the discharge or bonding thereof from COMMISSION to OPERATOR.

B. If OPERATOR fails to comply with the foregoing provisions, COMMISSION will have the option, but not the obligation, on fifteen (15) business days' prior notice to OPERATOR and any Leasehold Mortgagee, of discharging or bonding any such lien, charge, order or encumbrance and OPERATOR will reimburse COMMISSION for all reasonable costs and expenses thereof.

SECTION 7 - CHARGES AND FEES

In return for use of the facilities, rights, licenses, and privileges granted hereunder and for the undertakings of COMMISSION, OPERATOR agrees to pay COMMISSION without deduction or set-off, during the Term of this Agreement, certain charges and fees as set forth herein, in the following manner:

7.01 Itemization of Charges and Fees

A. Terminal Building - For the use of the counter and office space designated in Exhibit A there will be no charge other than stated in this Section.

B. Ready/Return Spaces - For the Ready/Return Spaces designated in Exhibit B, the sum of \$10.00 per space per month, payable in advance and without demand on the first day of each calendar month. For the Overflow Spaces as designated by the Airport there will be no additional charge provided all Ready/Return Parking spaces have been allocated to Rental Car Operators and provided OPERATOR complies with procedures established by the Airport for use of such Overflow Spaces. COMMISSION reserves the right to change location, space of lot, and

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procedures for use of such Overflow Spaces.

C. Service Center Bay – For the service bay, if designated to OPERATOR per the COMMISSION’S Request for Proposal and as designated in Exhibit C, OPERATOR will pay \$625.00 per month and will collect a CFC charge in the amount of \$0.50 for each rental car transaction day for each Customer entering into a rental car agreement with OPERATOR. Such CFCs will be collected by the OPERATOR and remitted to the Airport monthly as stated in Section 7.10 herein. If two Rental Car Operators are permitted, as per Section 3 herein, to use one Service Bay both Rental Car Operators will collect and remit CFCs as stated herein for rental of the service bay. CFCs are payable on or before the twentieth (20th) day of each calendar month immediately following the month CFC was collected.

D. Car Wash - For rights and access to the automatic car wash, OPERATOR will pay a usage fee in the amount of \$0.50 for each rental car transaction day for each Customer entering into a rental car agreement with OPERATOR. Such CFCs will be collected by the OPERATOR and remitted to the Airport monthly as stated in Section 7.10 herein. CFCs are payable on or before the twentieth (20th) day of each calendar month immediately following the month CFC was collected.

E. Self-Service Automobile Fueling Island - For fuel pumped from the self-service automobile fueling island, OPERATOR will reimburse the COMMISSION the Airport’s actual cost per gallon plus \$0.15 per gallon. Amounts are payable on or before the twentieth (20th) day of each calendar month immediately following the month fuel was pumped.

F. Utilities for Service Center Facility - For electricity at the Service Center Facility, OPERATOR will pay a prorated share based on OPERATOR’S direct usage paid at actual cost plus 20% administration fee. Amounts due will be paid monthly before the twentieth (20th) of each month after usage. The COMMISSION will pay for water and gas for the Service Center Area.

G. Percentage of Gross Revenues or Minimum Annual Guarantee - For the concession privileges granted hereunder, and in addition to the fees paid for the Assigned Areas described herein, OPERATOR will pay a Minimum Annual Guarantee or a percentage of Gross Revenues on its operations hereunder, whichever sum is greater, as follows:

1. The greater of ten percent (10%) of Gross Revenues or the Minimum Annual Guarantee (MAG) of \$ _____, as submitted in OPERATOR’S proposal, for the each year of the Term of this Agreement.

2. OPERATOR will pay the Minimum Annual Guarantee monthly in advance in equal installments of one-twelfth. (1/12th) and without demand, on the first day of each calendar month of this Agreement. For any period of less than one calendar month that this Agreement will be in effect, said Minimum Annual Guarantee will be calculated on a pro rata basis. All payments herein are to be made in lawful money of the United States of America and are payable at the office of the Airport Director.

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3. Percentage Fees, ten (10 %) percent of Gross Revenues as defined herein, are due on or before the twentieth (20th) day of each calendar month during the Term hereof. OPERATOR will pay COMMISSION a sum of money which represents the excess of the difference between the Percentage Fee and one-twelfth (1/12th) of the Minimum Annual Guarantee for the previous month. In the event the Percentage Fee is less than or equal to one-twelfth (1/12th) of the Minimum Annual Guarantee during any month in the Term hereof, then no percentage fee will be due and payable for such month.

4. At the end of each year during the Term of this Agreement, the Airport will compare actual concession payments to the actual minimum annual guarantee and paid percentage fee. The greater of the two figures is the payment due to the Airport for the preceding year. Any shortfall from the OPERATOR will be remitted, without interest, to the COMMISSION. If the COMMISSION has been overpaid by the OPERATOR, COMMISSION will remit a payment to the OPERATOR, without interest, in the amount of the overpaid.

7.02 Pass Through of Concession Fee

OPERATOR acknowledges that the payments by OPERATOR to COMMISSION under this Agreement are for OPERATOR'S use of the facilities and access to the Airport market, and that none of those payments reflects a fee that is imposed by COMMISSION upon Customers renting automobiles from OPERATOR. COMMISSION does not require but will not prohibit the separate statement of the concession fee on Customer Contracts, provided that OPERATOR meets all the following conditions:

1. Such fee is titled "Concession Recovery Fee" and shall not exceed the Percentage Fee (11.11%) as specified in Section 7.01;
2. Such fee shall be indicated immediately below all concessionable items and not immediately adjacent to taxes on Customer Contracts;
3. If OPERATOR elects to designate a Concession Recovery Fee on Customer Contracts, OPERATOR must comply with all applicable laws including Federal Trade Commission requirements;
4. OPERATOR will not identify, treat or refer to the Concession Recovery Fee as a tax; and
5. OPERATOR will not pass through, unbundled, or list fees (other than Concession Recovery Fee and Customer Facility Charge) payable to COMMISSION as a separate item on its Customer Contracts, except with COMMISSION'S written approval.

7.03 Manner and Extent of Payment

OPERATOR will pay COMMISSION, without invoice, that which is due and owing to the COMMISSION by the 20th of the month for which the charge is due.

7.04 Other Charges

Taxes and Fees - Any and all taxes, ad valorem taxes, fees and charges of whatever character that may be levied, assessed, or charged by any governmental entity other than COMMISSION will be paid directly by OPERATOR. OPERATOR will have the right at its sole cost and expense to contest the amount or validity of any taxes, fees or license as may have been levied, assessed or charged. OPERATOR will reimburse the COMMISSION for any taxes and fees levied on the COMMISSION for spaces used or occupied by OPERATOR.

7.05 Monthly Activity Report

A. OPERATOR will furnish to COMMISSION on or before the twentieth (20th) day of each month, an accurate posting report setting forth all data necessary to calculate fees and charges due under this Agreement. Said report shall be in a form and with detail satisfactory to COMMISSION and shall include, but not necessarily be limited to, contract numbers for each transaction, breakdown of charges for each transaction such as LDW, GPS charges, etc., and any other information to support a statement of Gross Revenues during the preceding month from its operations at the Airport upon which the percentage payments to COMMISSION as set forth in Section 7.01 are computed, said statements are to be signed by a responsible accounting officer of OPERATOR.

B. All rental contract forms used by OPERATOR in its operations at the Airport under this Agreement shall be numerically controlled and contain the words "**FORT SMITH REGIONAL AIRPORT**" in bold print. OPERATOR will maintain records and controls pertaining to the contract numbers assigned to the Airport and will submit them monthly to COMMISSION per 7.05A. The records pertaining to the numbers assigned to the Airport will be available for inspection and examination within 10 business days of a request by COMMISSION or its duly authorized representative.

C. OPERATOR will, at its sole cost and expense, employ an independent certified public accountant who will furnish, within ninety (90) days after the close of each year of operation, a certified statement to COMMISSION stating that, in his/her opinion, the minimum guaranteed fee and percentage fee paid by OPERATOR to COMMISSION during the preceding 12-month period pursuant to this Agreement were made in accordance with the terms of this Agreement. Such statement shall also contain a list of the Gross Revenues as shown on the books and records of OPERATOR and which were used to compute the fees paid to COMMISSION during the period covered by the statement. In lieu of this requirement a company officer can certify the annually produced statement.

D. If OPERATOR fails to furnish COMMISSION with the report in Section 7.05A, the fees and charges will be estimated from prior months for which such data are available. Any necessary adjustments shall be calculated after an accurate report is delivered to COMMISSION by OPERATOR for the month in question. Any resulting surpluses or deficits shall be applied as credits or charges to the appropriate invoices in the next succeeding month

7.06 Interest on Overdue Accounts

Any payment not received within ten (10) days after the due date shall accrue interest at the maximum rate allowed by the State of Arkansas per month from the due date until paid in full.

7.07 Inspection of Books and Records

A. OPERATOR will, during the Term of this Agreement and for five (5) years thereafter, permit, upon reasonable written notice to OPERATOR, inspections and audits by the COMMISSION through its employees, and/or representatives, of all OPERATOR'S records and books of account including but not limited to its general ledger, State and Federal Income Tax Returns and Arkansas Sales Tax Return Records, including such records as may be required by the Airport Director to be maintained by OPERATOR and information required to be maintained pursuant to any provision of this Agreement. It is further understood and agreed that any such inspection and audit will be conducted during the business hours of OPERATOR and that OPERATOR will make all of the aforesaid records, books of account and other documentation available at a location designated in writing by the Airport Director. Notwithstanding the foresaid, upon request by the Airport Director, OPERATOR must supply any and all closed rental contracts from the previous day's closed contracts.

B. Records which reflect OPERATOR'S performance shall be maintained or made available in the Fort Smith area. In the event that all necessary records, books and other pertinent information are not maintained or made available in the Fort Smith area, all reasonable travel expenses (transportation, lodging, meals, and incidentals) incurred by COMMISSION or its authorized representative will be reimbursed by OPERATOR upon presentation of an invoice with supporting bills/receipts attached.

C. In the event an inspection or audit by or on behalf of the COMMISSION discloses any discrepancy in any statement or statements of Gross Revenues of the OPERATOR and/or in the amount of any sums of money owed to the COMMISSION, the OPERATOR will forthwith pay the sum of money owed to the COMMISSION plus a service charge of 2% per month of said sum for each month from the date said sum should have been paid to the COMMISSION to the date payment is made to the COMMISSION. Further, in the event an aforesaid audit or inspection discloses a single cumulative discrepancy in excess of 3% of the amount previously paid by OPERATOR to COMMISSION on account of the audit period in question, OPERATOR will forthwith pay to COMMISSION the cost of the audit and/or inspection. Said cost of the audit and/or inspection shall include all direct and indirect salary costs of COMMISSION, any charges made by any consultant of the COMMISSION, and materials, supplies, and administrative overhead (*as shall be determined by the Airport Director from time to time during the Term of this Agreement*).

D. Nothing contained in this paragraph shall preclude the COMMISSION from terminating this Agreement in the event any inspection or audit discloses a discrepancy or discrepancies as indicated in this paragraph. In the event that COMMISSION retains

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counsel to collect any sums owing to it from OPERATOR, OPERATOR agrees to pay to COMMISSION the sums expended by COMMISSION on account of the retention of such counsel as well as expenses incurred by COMMISSION, including all direct and indirect salary costs, materials, supplies, and administrative overhead.

7.08 Additional Fees and Charges

If the COMMISSION has paid any sum or sums or has incurred any obligations or expense for which OPERATOR has agreed to pay or reimburse the COMMISSION, or if the COMMISSION is required or elects to pay any sum or sums or incur any obligations or expense (a) by reason of failure, neglect or refusal of OPERATOR to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement after written notice thereof by the COMMISSION to OPERATOR; or (b) as a result of an act or omission of OPERATOR contrary to said conditions, covenants and agreements; then OPERATOR agrees to pay to the COMMISSION the sum or sums so paid or the expense so incurred, including all interest, costs, damages, and penalties, plus fifteen (15%) percent of the total of the foregoing items as administrative overhead, and the same may be added to any installment of the fees and charges thereafter due hereunder, and each and every part of the same shall be and become additional fees and charges recoverable by the COMMISSION in the same manner and with like remedies as if it were originally a part of the basic fee and charges. OPERATOR'S failure to contest the reasonableness of any invoice of COMMISSION within thirty (30) days of receipt thereof shall constitute a waiver of the right to contest the validity of COMMISSION'S records of expenses incurred as prima facie proof of the reasonableness of such expenses. After thirty (30) days following receipt, as aforementioned, in any suit, action or proceeding between the parties hereto, any receipt showing payment of any sum or sums by COMMISSION for any work done or material furnished, whether by COMMISSION'S employees or by contractor hired by COMMISSION, shall constitute prima facie proof of the necessity and reasonableness of the charges evidenced by said receipt.

7.09 Additional Customer Facility Charge

A. In addition to the CFC charge stated in Section 7, COMMISSION reserves the right to establish and impose an additional CFC to cover cost of capital improvements that the COMMISSION may elect to make to the facilities designed for non-exclusive use by Rental Car Operators. Such CFC shall be at the sole discretion of the COMMISSION. The level of the CFC may, in the sole discretion of the COMMISSION, be adjusted from time to time by COMMISSION to meet the needs of said capital improvements. The CFC shall remain in effect until terminated by COMMISSION in its sole discretion.

B. Collection of the additional CFC revenue shall be placed in an escrow account until sufficient funds are available to initiate construction projects or reimburse the COMMISSION for any amounts it has pre-funded for the construction and operation of rental car facilities.

7.10 Customer Facility Charge Collections and Reporting

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- A. OPERATOR will collect and remit to COMMISSION, CFCs as established herein for any of OPERATOR'S automobiles contracted for or picked up at the Airport pursuant to a Customer Contract. The amount of each CFC shall be payable directly by each of the Customers of the OPERATOR, as a separately identified charge for each day or portion thereof.
- B. OPERATOR will separately state the amount of the CFCs in all of its Customer Contracts and collect the CFC from its Customers on behalf of COMMISSION. OPERATOR agrees that the CFC is not income, revenue or any other asset to OPERATOR; that OPERATOR has no ownership or property interest in such CFCs; and that OPERATOR hereby waives any claim to a possessory or ownership interest in the CFCs. OPERATOR agrees that it holds such CFCs in trust for the benefit of the COMMISSION, and that the COMMISSION (or a trustee on its behalf) has complete possessory and ownership rights to such CFCs.
- C. OPERATOR will report to COMMISSION by the twentieth (20th) day of each month the total number of transaction days during the preceding month, and at such time remits to COMMISSION all amounts it has collected as CFCs from its Customers during the preceding month without deduction or set-off. CFCs identified in Section 7.01 and 7.09 will be identified separately on the monthly report. OPERATOR will be responsible for the amounts of any CFCs that it does not collect from its Customers. Any such amounts not remitted by the twentieth (20th) day of the month shall be assessed as a fee payable by OPERATOR equal to two (2%) of such amount per month until paid. COMMISSION will have the right to audit the records of OPERATOR, pursuant to Section 7.07 of this Agreement, to assure compliance with this provision. Further, if COMMISSION determines that an OPERATOR has failed for any reason to collect and remit the proper amount of CFCs for any fiscal year, such OPERATOR will be required to pay to COMMISSION an amount equal to the amount of any such deficiency applicable to its Customer Contracts for the fiscal year in question plus the amount of any fees and penalties owed pursuant to the terms of this Agreement.

7.11 Net Agreement

This is a net agreement with reference to charges paid to COMMISSION.

SECTION 8 - PERFORMANCE AND SERVICE STANDARDS

8.01 Hours of Operation

Counters will be continually staffed with OPERATOR'S personnel to provide for rental car returns prior to the first airline flight each day and to meet all arriving airline flights of the day. Weekend and holiday hours may be adjusted to meet rental demands of the public. However, upon request by the Airport Director the OPERATOR must justify reduction on hours by demonstrating in writing reduction in demand. If such reduction in demand is not satisfactory or justified, OPERATOR will increase hours as determined by the Airport Director. OPERATOR will provide OPERATOR'S Customers with sufficient information regarding OPERATOR'S after hours operations and local contact information.

8.02 Quality of Service

- A. OPERATOR will provide all services to be provided under this Agreement on a non-discriminatory basis to all users of the Airport. OPERATOR will maintain and operate the Assigned Areas in a first-class manner and will keep them in a safe, clean, orderly, and inviting condition at all times, to such an extent as shall be satisfactory to COMMISSION. Service shall be prompt, courteous, and efficient.
- B. OPERATOR will maintain, at all times and at its own expense, an adequate number of automobiles at the Airport to meet the reasonable public demand therefore. OPERATOR will maintain, at all times and at its own expense, all automobiles used under this Agreement free from known mechanical defects and in neat appearance, clean inside and out. OPERATOR will, at no time, use automobiles for which more than two (2) years have elapsed from the date of purchase by OPERATOR. All rental automobiles shall be purchased new, or otherwise as low-mileage current year model automobiles, except under conditions beyond the control of OPERATOR, such as war or strike when new automobiles may not be available.
- C. OPERATOR and its agents and employees will not engage in open, notorious, and public disputes, disagreements, or conflicts tending to deteriorate the quality of the automobile rental service of OPERATOR and its compatibility with the best interests of the public at the Airport.

8.03 Personnel

A. OPERATOR will, in the performance of the services and privileges under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on duty, will be clean, neat in appearance, courteous, and suitably attired, with uniforms in such instances as are appropriate. No personnel employed by OPERATOR while on or about the Assigned Area will use improper language, act in a loud, boisterous or otherwise unacceptable manner, or be permitted to solicit business in an inappropriate manner. All personnel will be employees of OPERATOR.

B. OPERATOR will maintain a close check over attendants and employees to ensure the maintenance of a high standard of service to the public, the performance of such obligation to be determined at the sole discretion of COMMISSION. OPERATOR will control the conduct, demeanor, and appearance of such attendants and employees, and will take all proper steps to remove them from the Airport or correct their conduct, demeanor and appearance per OPERATOR'S set company policy.

C. OPERATOR, its agents, and employees will conduct its operations on the Airport in such a manner to maintain a friendly and cooperative, though competitive, relationship with other companies engaged in like business on said Airport. The Airport Director will have the right to resolve all such disputes, disagreements or conflicts; and the Airport Director's determination

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thereof, and/or the manner in which OPERATOR will thereafter operate, will be binding upon OPERATOR.

8.04 Manager

The management, maintenance, and operation of privileges under this Agreement shall at all times during the Term hereof be under the supervision and direction of an active, qualified, competent, and experienced manager representing OPERATOR, who will be subject at all times to the direction and control of OPERATOR. OPERATOR will cause such manager to be assigned a duty station or office in the Fort Smith or Northwest Arkansas area where he/she will be available upon reasonable request during normal business hours. OPERATOR will provide COMMISSION with a telephone number at which such manager may be reached after business hours. OPERATOR will, at all times during the absence of such manager, assign or cause to be assigned a qualified subordinate to be in charge of the area, services, and facilities, and to be available in the area and act for the manager in his absence.

8.05 Solicitation

OPERATOR will confine its solicitation of business on the Airport to display advertisements as approved by the COMMISSION and COMMISSION'S advertising concessionaire.

8.06 Traffic Safety

OPERATOR will ensure that all of its employee drivers are duly licensed and trained in the safe operation of OPERATOR's automobiles and will at all times operate said automobiles on Airport premises in a safe and lawful manner and in accordance with all Airport, Local and State traffic laws and regulations. Failure to do so may result in the employee driver being banned from operating a vehicle on Airport property. Upon receipt of such notice, OPERATOR will take reasonable steps to address employee's driving performance or prohibit employee from operating a vehicle on Airport property.

8.07 Traffic Lanes Open

OPERATOR will provide a sufficient number of employees in the Ready/Return Area, as shown on Exhibit B, to keep traffic lanes open at all times. Failure to keep the Ready/Return Area free of congestion shall be considered good cause for the COMMISSION to have towed offending automobiles. COMMISSION will also have towed any rental cars found to be causing congestion at curbs or along any public thoroughfares where rental cars are not ordinarily permitted to park. OPERATOR will be responsible for costs associated with towing as stated herein.

SECTION 9 - MAINTENANCE AND OPERATION

9.01 General

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COMMISSION agrees that it will with reasonable diligence prudently develop, improve, and at all times, maintain and operate the airport with adequate, efficient, and qualified personnel.

9.02 Specific Duties and Obligations

A. COMMISSION will:

1. Conduct major structural repairs required on Facilities (except damage caused by OPERATOR) to include repairs to roofs, foundations, walls, doors, water, sewer, and heating systems.
2. Maintain the structural integrity pavements associated with the Assigned Areas described herein (except damage caused by OPERATOR).
3. Maintain all subsurface drainage structures in the Assigned Areas.
4. Provide reasonable maintenance and repair on the Automatic Car Wash and Fueling Island except damage caused by OPERATOR for which OPERATOR will be responsible.
5. Maintain the terminal building heating, ventilation, air conditioning (HVAC) as well as the electrical systems and exterior lighting fixtures (including site lighting) in or serving the Assigned Areas and relamping of all exterior light poles located within the Assigned Area.
6. Replace light bulbs and fluorescent tubes in the terminal building including OPERATOR'S Assigned Area within the terminal building only.
7. Provide janitorial services in the common areas of Terminal Building only.
8. Provide maintenance of landscape outside of the paved areas at the Service Center Area and in the area of the Ready /Return lot.

B. OPERATOR will:

1. Provide janitorial service for its Assigned Areas.
2. Maintain and clear mud pits in its Assigned Service Bay and will ensure deposits are properly disposed of off the Airport and in a manner approved by appropriate governmental authorities.
3. Clear and unstop drains in its Assigned Service Bay.
4. Make repairs to OPERATOR'S property and improvements made by OPERATOR.

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5. Promptly collect, clear and dispose of refuse, rubbish and garbage, to include ice accumulation, originating from the OPERATOR'S activities on the Airport.
 6. Maintain, from time to time and at its own expense, its Ready/Return Lot parking spaces as Assigned.
 7. Repaint the interior of Assigned Areas as necessary, after obtaining the prior written approval of the Airport Director.
- C. OPERATOR covenants that it will promptly and effectively discharge all of its maintenance and repair obligations at its own expense and keep the Assigned Areas and every part thereof in good and safe order and repair. Any repairs made by OPERATOR, or on its account, will be of first class quality in both materials and workmanship. All repairs will be made in conformity with all the rules, regulations, and ordinances prescribed by federal, state, county, or municipal authorities having jurisdiction over the location of the work.
- D. OPERATOR will, at all times and at its expense, keep the Assigned Areas, including all of the improvements installed by it, together with all of its fixtures, equipment, and personal property therein in a clean and orderly condition and appearance, and will not cause the areas immediately adjacent to the exits and entrances to the concession areas to be obstructed. OPERATOR agrees not to throw trash or other refuse in the Assigned Areas.
- E. OPERATOR will notify the Airport Director of any need for maintenance and repair and promptly report any leaking pipes and facets and any other water leaks.

9.03 COMMISSION'S Right to Inspect and Make Repairs

- A. COMMISSION, by its authorized officers, employees, agents, contractors, subcontractors and other representatives will have the right (at reasonable times and with as little interruption of OPERATOR'S business as is reasonably practical), to enter upon the Assigned Area accompanied by an authorized representative, if practical for the following purposes:
1. To inspect such area to determine whether OPERATOR has complied and is in compliance with the terms and conditions of this Agreement. COMMISSION will be the sole judge of the quality of maintenance.
 2. Upon reasonable notice, to perform such maintenance, cleaning, or repair as COMMISSION reasonably deems necessary and, if OPERATOR fails to perform its obligations under this Section, COMMISSION may perform the work and recover the reasonable cost of such maintenance, cleaning, or repair from OPERATOR, plus a 15% administrative charge from OPERATOR on the next payment date.
- B. Without limiting the generality of the foregoing, the COMMISSION, by its officers, employees, representatives, and contractors, will have the right, for the benefit of

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OPERATOR or for the benefit of others at the Airport, to maintain existing or future utilities systems or portions thereof in the Assigned Areas, including therein, without limitation thereto, systems for the supply of heat, hot and cold water, gas, electricity, and for the furnishing of fire-alarm, sewage, drainage, air conditioning, telephone, and equipment connected with or appurtenant to all such systems, and to enter upon the Assigned Areas at all reasonable times to make such repairs, alterations, and replacement as may, in the opinion of the COMMISSION, be deemed necessary or advisable and from time to time, to construct or install over, in, under or through the Assigned Areas new lines, pipes, mains, wires, conduits, and equipment; provided, however, that such repair, alteration, replacement or construction shall not unreasonably interfere with the use of the Assigned Areas by OPERATOR. Notwithstanding the above language, COMMISSION will have the right to immediate access to utilities systems or portions thereof in Assigned Areas in the event of an emergency that would threaten the safety of human life and/or the property of the COMMISSION.

9.04 Pollution Control

OPERATOR, its officers, agents, servants, employees, invitees, independent contractors, successors or assigns will not discharge or place any industrial waste or other foreign material into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Airport without first neutralizing or treating same as required by applicable antipollution laws or ordinances, and in a manner satisfactory to COMMISSION, the Environmental Protection Agency, the Department of Health and Arkansas Department of Environmental Quality, and other public bodies, federal, state, or local having jurisdiction over, or responsibility for prevention of pollution of canals, streams, rivers, and other bodies of water. OPERATOR'S introduction of objectionable waste into any component of COMMISSION'S sanitary or storm drainage system may, if not remedied by OPERATOR with all due dispatch, at the sole discretion of COMMISSION, be deemed a default and cause for cancellation of this Agreement by COMMISSION, any other provision of this Agreement to the contrary notwithstanding, and such cancellation shall not relieve OPERATOR of or from liability for such introduction.

SECTION 10 - DAMAGE OR DESTRUCTION OF ASSIGNED AREA

10.01 Damage or Destruction

In the event that, during the Term of this Agreement, the improvements located upon the Assigned Areas shall be damaged or destroyed by fire, earthquake, or act of God to an extent in excess of fifty percent (50%) of the aggregate current value thereof, OPERATOR and COMMISSION is hereby granted the privilege to cancel and annul this Agreement upon giving written notice of its election to terminate this Agreement within thirty (30) days after such damage or destruction. If OPERATOR will not so elect to terminate this Agreement, it hereby agrees with due diligence to repair, restore, and rebuild the improvements to a good and serviceable condition in accordance with Section 6. If OPERATOR so elects to terminate this Agreement as hereinabove provided, the proceeds of insurance afforded under Section 11 hereof will be paid to COMMISSION and upon

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such payment, this Agreement shall terminate, except with regard to Sections 5.03 and 10.02 which shall continue in full force and effect for the Term of the Agreement, shall terminate.

10.02 Abatement of Fees

In the event of partial or total damage or destruction of the improvements upon the Assigned Area, OPERATOR will not be entitled to abatement of the Minimum Annual Guarantee for the period. If the Assigned Area within the Terminal Building is partially damaged by fire, explosion, the elements, or other casualty, but not rendered untenable, and such damage is less than \$10,000.00, COMMISSION will make the necessary repairs with due diligence, but there shall be no rent abatement. However, if the damage was caused by OPERATOR, then OPERATOR shall be responsible for making the necessary repairs.

COMMISSION relies on OPERATOR to provide its own Property insurance, including business interruption coverage, to cover the premises and otherwise assume the risk of loss due to damage to the building improvements and other property situated thereon.

If during the Term of this Agreement, the number of deplaning passengers for any three consecutive months is less than 80% of the number of deplaning passengers for the corresponding three months of calendar year 2011, then beginning in the month thereafter, the Minimum Annual Guarantee will be abated by a percentage equal to the percentage of decline of deplaning passengers as compared to the corresponding month of calendar year 2011. The Minimum Annual Guarantee abatement will cease in the first month that the number of deplaning passengers equals or exceeds 80% of deplaning passengers for the corresponding month of calendar year 2011.

10.03 Right of COMMISSION to Inspect

During the progress of such repairs or rebuilding, COMMISSION and its architects and engineers may, from time to time, inspect said building and will be furnished, if required by them, with copies of all plans, shop drawings and specifications relating to such repairs or rebuilding, and they may examine at all reasonable times all plans, shop drawings and specifications, OPERATOR will keep the same at the Airport unless otherwise agreed to by COMMISSION. In the event that, during such repairs or rebuilding, COMMISSION, its architects, engineers or any of them, will determine that the same is not being done in accordance with the plans and specifications hereinabove referred to, prompt notice in writing shall be given to OPERATOR specifying in detail the particular deficiency, omission, or other respect in which COMMISSION claims such repairs or rebuilding do not accord with the plans and specifications.

Upon receipt of any such notice, OPERATOR will take steps necessary to cause corrections to be made as to any deficiencies, omissions, or such other respect.

SECTION 11 - INSURANCE AND INDEMNIFICATION

11.01 Insurance

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A. OPERATOR will carry during the terms of this Agreement liability insurance coverage with limits as hereinafter stated, but the carrying of such insurance coverage shall not relieve OPERATOR of any of its obligations under this Agreement.

B. OPERATOR will, without expense to COMMISSION and upon commencement of the Term hereof, obtain and cause to be kept in force liability insurance coverage, insofar as such coverage is available under policies and endorsements thereto approved by the Arkansas Insurance Commission, insuring against the liabilities set forth in the indemnification paragraph below, such insurance to include, by way of example but not by way of limitation, comprehensive general liability coverage and automobile liability insurance coverage which shall not be less than the amounts hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility. Such insurance policies shall contain an endorsement providing that COMMISSION will be given not less than thirty (30) days' notice prior to the cancellation of the policy or material alteration of the coverages provided by said policies. The comprehensive general liability policies shall include contractual liability coverage and shall make reference to this Agreement. OPERATOR will cause a certificate or certificates of insurance to be furnished to COMMISSION evidencing such insurance coverage. In the event COMMISSION is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of the Agreement, OPERATOR will, within thirty (30) days prior to the effective date of such cancellation or change, obtain and provide COMMISSION with certificates evidencing the re-establishment of the insurance coverage required hereby.

The following statement is required on the face of the insurance certificate:

"Fort Smith Airport Commission, its officials, servants, agents, and employees are named as additional insureds."

C. The minimum limits of coverage shall be as follows:

1. Comprehensive General Liability Insurance, including but not limited to Personal & Advertising Injury, Contractual Liability and broad form Property Damage:
Per Occurrence Limit.....\$2,000,000
2. Automobile Liability Insurance, Bodily Injury and Property Damage (per accident):
Combined Single Limit.....\$2,000,000
3. Personal/Business Property Insurance - (All Risk coverage for Contents, improvements, etc., within Assigned Areas / Additional Expense):
Replacement cost of OPERATOR'S property and improvements made by OPERATOR
4. Workers Compensation: Per State Law

EXHIBIT 1

5. Pollution and Remediation Legal Liability:
Per Loss Limit.....\$2,000,000

D. Insofar as said insurance provides protection against liability for damages to third parties for personal injury, death, and property damage, COMMISSION will be included as an additional insured; provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to COMMISSION owned or leased property and COMMISSION personnel, and caused by, or resulting from work, acts, operations, or omissions of OPERATOR, its officers, agents, employees, and independent contractors on the Airport. COMMISSION will have no liability for any premiums charged for such coverage, and the inclusion of COMMISSION as an additional insured is not intended to, and shall not make COMMISSION a partner or joint venturer with OPERATOR in its operations on the Airport.

11.02 Indemnification

OPERATOR covenants that it and all of its agents, servants, employees, and independent contractors will use due care and diligence in all of its or their activities and operations at the Airport and that OPERATOR hereby agrees to indemnify and hold harmless COMMISSION for all damages incurred by COMMISSION which shall be caused by an act or omission on the part of OPERATOR, its agents, servants, employees, or independent contractors, and OPERATOR will pay on behalf of COMMISSION all sums which COMMISSION shall become obligated to pay by reason of the liability, if any, imposed by law upon COMMISSION for damages because of bodily injury, including damages for care and loss of service, and including death at any time resulting from bodily injury, and because of injury to or destruction of property, including pollution or environmental damage and, including the loss of use thereof, which may be caused by or result from any of the activities, omissions, or operations of OPERATOR, its agents, servants, employees, or contractors and OPERATOR will pay and satisfy judgments finally establishing the liability of COMMISSION in all actions defended by OPERATOR pursuant to this Section. OPERATOR will investigate or cause the investigation of accidents involving such injuries; will negotiate or cause to be negotiated all claims made as may be deemed expedient by OPERATOR, and will defend, or cause to be defended, suits for damages, even if groundless, false, or fraudulent, brought on account of such injuries or damages, in the name and on behalf of COMMISSION. OPERATOR will pay or cause to be paid all costs incurred by COMMISSION including but not limited to, legal fees and expert fees in any legal proceeding defended by OPERATOR aforesaid, and interest accruing up to the date of payment by OPERATOR, and all premiums charged upon appeal bonds required in such proceedings, and all expenses incurred by OPERATOR for investigation, negotiation, and defense. OPERATOR will hold harmless and indemnify COMMISSION from all such costs including but not limited to legal fees and expert fees even though a jury may find OPERATOR and COMMISSION jointly liable. COMMISSION will, upon notice thereof, give OPERATOR every demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein. In the event COMMISSION should fail to give OPERATOR notice of any such demand, notice, summons, or process received by COMMISSION and such failure to give notice shall result in prejudice to OPERATOR in the defense of any action or legal proceeding contemplated herein, such failure or delay shall release OPERATOR of its

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liability as set forth in this paragraph insofar as only the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing in this Section shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against COMMISSION. This shall not be construed as a waiver of COMMISSION'S sovereign tort immunity.

11.03 Non-Liability of COMMISSION

A. COMMISSION will not in any event be liable for any acts or omissions of OPERATOR or its agents, servants, employees, or independent contractors, or for any condition resulting from the operations or activities of any such OPERATOR, tenant, or concessionaire, OPERATOR, agents, servants, employees, or independent contractors, or for any conditions resulting from the operations or activities of OPERATOR'S agents, servants, employees, or independent contractors either to OPERATOR or to any other person.

B. COMMISSION will not be liable for OPERATOR'S failure to perform any of the obligations under this Agreement or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by COMMISSION.

C. COMMISSION will not be liable for any loss or damages suffered by OPERATOR arising out of the interruption or cessation of the business conducted by OPERATOR under this Agreement.

SECTION 12 – MERGERS, ASSIGNMENTS, TRANSFERS, BANKRUPTCIES

12.01 Mergers

OPERATOR will not allow its interest under this Agreement to be transferred to, passed to or devolved upon any other person, firm or corporation, by operation of law, stock transfer, or otherwise without the prior written consent of COMMISSION, it being understood that a transfer or series of transfers of an amount or amounts totaling fifty percent (50%) or more of OPERATOR'S outstanding voting stock to one party or a group of parties acting in concert shall be deemed to be a transfer of OPERATOR'S interest hereunder.

12.02 Assignment, Transfer, or Conveyance

OPERATOR will not assign, transfer, or sublease its rights and Assigned Areas hereunder without the prior written approval of COMMISSION which shall not be unreasonably withheld. Any attempts to assign, transfer or sublease shall be void unless previously acknowledged and approved in writing by the COMMISSION. If the COMMISSION approves the assignment, transfer or sublease of OPERATOR'S rights and Assigned Areas hereunder to another rental car concessionaire at the Airport, said assignment, transfer or sublease will be conditioned upon the COMMISSION obtaining an agreement from the Assignee, Transferee or Sublessee that the Assigned Areas will be operated as an independent rental car company in a way that will maximize OPERATOR'S fees and rentals.

EXHIBIT 1

Consent by COMMISSION to any type of transfer provided for by this Section shall not in any way be construed to relieve OPERATOR from obtaining further consent for any subsequent transfer or assignment of any nature whatsoever.

12.03 Bankruptcy

Furthermore, Section 12.01 shall not apply to any valid assumption or assignment of this Agreement, the Assigned Area, or any part thereof by a trustee, or the OPERATOR, as a debtor in possession under Section 365 of the Bankruptcy Code of 1978, as amended unless, however, that adequate assurance of future performance as provided by Section 365 of the Bankruptcy Code of 1978, as amended is given. For the purposes of the assumption or assignment of this Agreement this shall include, but shall not be limited to:

1. Adequate assurance of the reliability of the proposed source for the charges and fees due under this Agreement upon the assumption or assignment of this Agreement;
2. Adequate assurance that all other consideration due under this Agreement shall be forthcoming after the assumption or assignment of this Agreement; and
3. The procurement of a bond from a financially reputable surety covering any costs or damages incurred by the COMMISSION.

SECTION 13 – DEFAULTS

13.01 Default

A. If OPERATOR (1) fails to pay fees and charges or any other payment past due hereunder within thirty (30) days after receipt of written notice of a past due account, or (2) fails to commence immediately to keep and perform any of its other covenants and agreements with thirty (30) days after receipt of written notice, or (3) fails to continue to complete any of its covenants and agreements after performance is commenced, or after the filing of any petition, proceedings, or action by, for, or against the OPERATOR under any insolvency, bankruptcy, or re-organization act of law, then OPERATOR shall be in default and COMMISSION shall have the remedies set forth herein and under applicable law.

B. Upon default by OPERATOR, without terminating this Agreement, COMMISSION may re-enter the areas and improve and recontract all or any part of it to others, for the account of OPERATOR, including costs of renovation and fifteen percent (15%) administrative fee paid to COMMISSION for all amounts received, and OPERATOR will promptly reimburse COMMISSION for any deficiency in charges or other payments received under such recontracting, as compared to OPERATOR'S obligations hereunder.

C. At any time before or after a re-entry and recontracting as provided in A

EXHIBIT 1

above, COMMISSION may terminate OPERATOR'S rights under this Agreement as provided in Section 14, without any restriction upon recovery by COMMISSION for past due charges and other obligations of OPERATOR.

- D. COMMISSION will have all additional rights and remedies as may be provided by the law. However, the COMMISSION will not claim or have a lien of any kind, be it contractual or statutory, on or against OPERATOR'S motor automobiles for non-payment of any rent or fees due under the Agreement, or for any default of OPERATOR or any other reason, and the COMMISSION hereby waives all such liens available to the COMMISSION.

13.02 Attorney Fees

If the termination of the Agreement by COMMISSION is due to the default of the OPERATOR, thereby resulting in any litigation, settlement, or arbitration that finds the OPERATOR in default under the above conditions, the OPERATOR agrees to indemnify and hold harmless the COMMISSION from all liability and expense and will pay and discharge all loss including attorney fees, cost and expenses resulting from or in any manner connected with such litigation, settlement, or arbitration including administration, appellate or collateral proceedings, investigation, negotiation, and defense of the Agreement. Payment of attorney's fees shall be addressed in the terms of any settlement between the parties.

SECTION 14 - TERMINATION

14.01 Events Permitting Termination by OPERATOR

OPERATOR may terminate this Agreement and terminate all of its future obligations hereunder at any time that OPERATOR is not in default in its payments or other obligations to the COMMISSION hereunder, by giving COMMISSION thirty (30) days' advance written notice:

1. If the Airport is permanently abandoned as an air transportation facility;
2. If the use of the Airport is restricted in such a manner that the OPERATOR cannot reasonably operate on the Airport for a period of ninety (90) days; or
3. If the COMMISSION is in breach of any of the covenants or agreements contained in this Agreement for a period exceeding sixty (60) days after receipt of written notice of such breach.

14.02 Events Permitting Termination by COMMISSION

- A. COMMISSION may terminate this Agreement upon thirty (30) days' notice and all of its obligations hereunder and may exercise all rights of entry and re-entry upon the demised Assigned Area, with or without process of law, upon or after the occurrence of any one of the following events:

EXHIBIT 1

1. The breach by OPERATOR of any of the covenants or agreements contained to this Agreement for a period exceeding thirty (30) days after receipt of written notice of such breach; or subsequent breach by OPERATOR of any of the covenants or agreements contained herein at any time after OPERATOR'S receipt of thirty (30) days' written notice whether or not OPERATOR came into initial compliance, or
2. The termination by OPERATOR of the conduct or a material portion of the conduct of OPERATOR'S business at the Airport.

B. This re-entry shall not in any manner affect, alter, or diminish any of the obligations of OPERATOR under this Agreement.

C. No acceptance by the COMMISSION of fees, charges, or other payments, in whole or in part, for any period or periods during or after a default of any of the terms, covenants, or conditions to be performed, kept, or observed by OPERATOR, other than payment in full after a default in the payment of fees and charges as set forth in Section 7 hereof, shall be deemed a waiver of any right on the part of the COMMISSION to terminate this Agreement on account of such default.

No waiver by the COMMISSION of any default on the part of OPERATOR in the performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by OPERATOR will be, or be construed to be, a waiver by the COMMISSION of any other or subsequent default in performance of any of said terms, covenants and conditions.

14.03 Survival of OPERATOR'S Obligation

A. In the event that this Agreement shall have been terminated in accordance with the notice of termination, as provided in Section 14 hereof, or the interests of OPERATOR canceled pursuant thereto, or in the event that the COMMISSION has re-entered, regained, or resumed possession of the Assigned Areas, the COMMISSION will have the election of terminating OPERATOR'S unaccrued obligations hereunder upon payment to the COMMISSION of all sums due it under the terms of the Irrevocable Letter of Credit, or of continuing in effect all obligations hereunder of OPERATOR, and in the latter event all of the obligations of OPERATOR under this Agreement shall survive such termination or cancellation, re-entry, regaining or resumption of possession, and shall remain in full force and effect for the full Term of this Agreement, and the amount or amounts of damages or deficiencies shall become due and payable to the COMMISSION to the same extent, at the same time or times, and in the same manner as if no termination or cancellation (or re-entry, regaining or resumption of possession) had taken place. The COMMISSION may maintain a separate action each month to recover the damage or deficiency then due, or at its option and at any time, may sue to recover the full deficiency, less the proper discount, for the entire unexpired TERM.

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B. The amount of damages for the period of time subsequent to termination or cancellation (or re-entry, regaining or resumption of possession) shall be:

1. On account of OPERATOR'S Minimum Annual Guarantee obligation, the amount of the total of all such Minimum Annual Guarantee, less the installments thereof paid prior to the effective date of termination, except that the credit to be allowed for the installment payable on the first day of the month in which the termination is effective shall be pro-rated for the part of the month this Agreement remains in effect on the basis of a thirty (30) day month; plus
2. On account of OPERATOR'S percentage fees and charges, an amount equal to the percentage fees and charges as provided in Section 7 hereof applied to the amount of Gross Revenues in excess of the amount of gross monthly revenues necessary to produce the Minimum Annual Guarantee as provided in Section 7, which Gross Revenues would have been received by OPERATOR during the balance of the Term if there had been no termination or cancellation (or re-entry, regaining or resumption of possession) and for the purpose of calculation hereunder: said amount of Gross Revenues shall be derived by multiplying the number of days in the balance of the Term originally fixed by OPERATOR'S total Gross Revenues during the period of three hundred and sixty (360) days immediately preceding such cancellation or termination and dividing said total figure by three hundred and sixty (360), or during the member of days preceding default if default shall have occurred during the first year of operation.

C. It is understood and agreed that the statement of damages under the preceding subparagraph (B) of this Section shall not affect or be construed to affect the COMMISSION'S right to damages in the event of termination or cancellation (re-entry, regaining or resumption of possession) where OPERATOR has not received any actual Gross Revenues under this Agreement.

14.04 COMMISSION'S Right to Re-contract

The COMMISSION, upon termination or cancellation pursuant to Section 14 hereof, or upon re-entry, regaining, or resumption of possession hereof, may occupy the Assigned Areas or may re-contract the same to another party, and will have the right to permit any person, firm, or corporation to enter upon the Assigned Areas and use the same to operate a car rental concession, provided said person, firm, or corporation agrees to comply with terms and conditions set out in this Agreement. The fees and charges paid to COMMISSION by such other party will be credited against, and serve to reduce the OPERATOR'S obligations described in Section 14.03 hereof. This clause is not intended, and shall not be construed, to waive COMMISSION'S right to sue OPERATOR for breach of contract.

14.05 Surrender of Assigned Areas

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A. OPERATOR covenants and agrees that upon expiration of the Term of this Agreement or upon earlier termination as hereinafter provided, it will peaceably surrender possession of the assigned spaces hereunder in good condition, reasonable wear and tear, acts of God, fire, and other casualties excepted, whereupon COMMISSION will have the right to take possession of said Areas. COMMISSION will not be required to give notice to quit possession at the expiration date of the Term of this Agreement.

B. OPERATOR will have the right upon termination or reassignment and within ten (10) days thereafter, to remove all trade fixtures and other personal property installed or placed by it at its expense, in, on or about the Airport, subject, however, to any valid lien which COMMISSION may have thereon for unpaid fees and charges. The OPERATOR will not abandon any of its property on the Areas without the written consent of COMMISSION and agrees to reimburse COMMISSION for any costs incurred in the removal of OPERATOR'S property by COMMISSION.

C. Any and all property not removed by OPERATOR within the said ten (10) day period will, at the option of the COMMISSION, become a part of the land on which it is located and title shall vest in the COMMISSION or the COMMISSION may require OPERATOR to remove said property at OPERATOR'S sole expense.

D. Any holding-over by OPERATOR after the termination of this Agreement or the expiration of its Term without the written consent of COMMISSION shall create a month-to-month Term only. All terms and conditions of the original Agreement, including insurance, contract security, and minimum fee requirements, shall remain in full force and effect.

14.06 Environmental Contamination

Upon termination (whether by expiration of the Term, cancellation, forfeiture, repurchase or otherwise), COMMISSION may test the Assigned Areas for environmental and/or petroleum contamination, cost for which will be reimbursed by OPERATOR upon demand. In the event the Assigned Areas test positive for environmental and/or petroleum contamination, OPERATOR, at OPERATOR'S expense, will be required to clean up any and all contamination all in accordance with all applicable laws, rules, and regulations. At the COMMISSION'S option, COMMISSION may require OPERATOR to deposit a sum of money equal to the estimated cost to clean up the contamination. Said deposit will be due within ten (10) days of demand by the COMMISSION. Upon completion of clean up and acceptance by COMMISSION, COMMISSION will return said deposit to OPERATOR, less cost incurred, if any. If costs exceed the amount of the deposit, OPERATOR will promptly reimburse COMMISSION for the costs.

SECTION 15 - GENERAL PROVISIONS

15.01 Non-discrimination

A. The OPERATOR, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof; does hereby covenant and agree: (1) that no person,

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on the grounds of race, color, creed, political ideas, sex, age, or physical or mental handicap, shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements and the furnishing of services, no person on the grounds of race, color, creed, political ideas, sex, age, or physical or mental handicaps, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the OPERATOR shall use the Assigned Area in compliance with all other requirements imposed by or 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.

- B. OPERATOR will furnish its accommodations and/or services on a fair, equal, and non-discriminatory basis to all users thereof; and it will charge fair, reasonable, and non-discriminatory prices for each unit or services; however, OPERATOR may be allowed to make reasonable discounts or other similar type of price reductions to purchasers on a non-discriminatory basis.
- C. Noncompliance with A above shall constitute a material breach thereof, and in the event of such noncompliance, within a reasonable period, the COMMISSION will have the right to terminate this Agreement and the rights hereby created without liability therefore or, at the election of the COMMISSION or the United States, either or both said Governments will have the right to judicially enforce A, B and C.

15.02 Federal Aviation Act. Section 308

Nothing herein contained shall be deemed to grant OPERATOR any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, OPERATOR will have the right to preferential use of the Assigned Area under the provisions of the Agreement.

15.03 Subordination to Agreements with the United States Government

This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between COMMISSION and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to COMMISSION for Airport purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time.

15.04 Rules, Regulations and Policies

- A. OPERATOR will observe and obey all lawful and reasonable Rules, Regulations, and Policies promulgated, from time to time during the Term hereof, by COMMISSION governing conduct on and operations at the Airport and use of its facilities.

EXHIBIT 1

COMMISSION agrees that all Rules, Regulations, and Policies so promulgated shall not be inconsistent with the express terms of this Agreement or any legally authorized rule or regulation of the Federal Aviation Administration, Transportation Security Administration, or any other federal or state agency, which is binding in law on OPERATOR, as the same now are or may from time to time be amended or supplemented.

- B. OPERATOR will not violate, nor knowingly permit its agents, contractors, or employers acting on OPERATOR'S behalf to violate any such Rules, Regulations, and Policies.

15.05 Compliance with Law

- A. OPERATOR will not use the Assigned Areas or any part thereof, or permit the same to be used by any of its employees, officers, agents, subcontractors, invitees, or licensees for any illegal purposes and will, at all times during the Term of this Agreement, comply with all applicable ordinances and laws of any City, County, or State government or of the United States Government, and of any political division or subdivision or agency, authority, or commission thereof which may have jurisdiction to pass laws or ordinances or to make and enforce rules, regulations, and ordinances with respect to the uses hereunder or the Assigned Area.
- B. At all times during the Term of this Agreement, OPERATOR will in connection with its activities and operations at the Airport:
 - 1. Comply with and conform to all present and future statutes and ordinances, and regulations promulgated hereunder, of all federal, state, and other governmental bodies of competent jurisdiction which apply to or affect, directly or indirectly, the OPERATOR'S activities under this Agreement.
 - 2. Make, at its own expense, all nonstructural improvements, repairs, and alterations to its Assigned Areas (subject to prior written approval of COMMISSION), equipment, and personal property which are required to comply with or conform to any of such statutes and ordinances.
 - 3. Be and remain an independent contractor with respect to all installation, construction, and services performed by or on behalf of OPERATOR herein under.
- C. COMMISSION will in no way be held liable or responsible for OPERATOR'S violation or non-observance of any of the aforementioned ordinances and laws.

15.06 Governing Laws

This Agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Arkansas.

15.07 Performance Bond

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OPERATOR agrees to provide COMMISSION on or before signing of this Agreement a Lease Performance Bond or Surety Bond in the amount of \$15,000. OPERATOR will be obligated to keep this bond in force during this Agreement Term and extensions thereof. Said Lease Performance Bond or Surety Bond shall provide security for OPERATOR'S complete performance of this Agreement.

15.08 Non-waiver of Rights

- A. No waiver by COMMISSION at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by OPERATOR. No delay, failure, or omission of COMMISSION to re-enter the Assigned Area or to exercise any right, power, privilege, or option arising from any default, nor subsequent acceptance of fees and charges then or thereafter accrued, shall impair any such right, power, privilege, or option or be construed to be a waiver of any such fault or relinquishment thereof, or acquiescence therein. No notice by COMMISSION shall be required to restore or revive time as of the essence hereof after waiver by COMMISSION of default in one or more instances. No option, right, power, remedy, or privilege of COMMISSION shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, power, options or remedies given to COMMISSION by this Agreement are cumulative and not one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option, or remedy by COMMISSION shall not impair its rights to any other right, power, option or remedy.
- B. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the COMMISSION at law or in equity.
- C. Any other procedure for service of process recognized by the laws of the State of Arkansas shall be available to the COMMISSION.

15.09 Labor

OPERATOR warrants that it will not take any action or refrain from any action which will cause any Labor problem which will affect COMMISSION directly or remotely in the event of any strike, walk out, or other Labor problem or difficulty directly or indirectly related in any way to this Agreement, OPERATOR, OPERATOR'S business, or OPERATOR'S action or inaction and the OPERATOR will save COMMISSION harmless from all liability whatsoever and will indemnify COMMISSION for all demands, claims, judgments, arbitration awards, and other costs arising therefrom.

15.10 Waiver of Claims

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OPERATOR hereby waives any claim against the COMMISSION, the Airport and its officers, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit proceeding declaring this Agreement null, void, or voidable, or delaying the same or any part hereof, from being carried out,

15.11 Right to Develop Airport

It is further covenanted and agreed that COMMISSION reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or view of OPERATOR and without interference or hindrance from or by OPERATOR.

15.12 Notices

- A. All notices, demands and communications called for herein will be given by registered or certified United States Mail or available express mail carrier with return receipt requested, to the following address or to such other address as COMMISSION or OPERATOR may designate by written notice to the other.

1. COMMISSION: Fort Smith Airport Commission
 Attn: Airport Director
 6700 McKennon Blvd.
 Suite 200
 Fort Smith, Arkansas 72903

2. OPERATOR: _____
 Attn: _____

- B. If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.
- C. Where in this Agreement, the approval of COMMISSION shall be required; such approval shall not be unreasonably withheld, delayed or conditioned.

15.13 Headings

The headings of the several sections of 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 provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction hereof.

EXHIBIT 1

15.14 Severability

If one or more clauses, sections, or provision of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

15.15 Incorporation of Exhibits

All exhibits referred to in this Agreement are intended to be and hereby are a part of this Agreement.

15.16 Concurrence by Federal Aviation Administration and Transportation Security Administration

In the event that, prior to execution of this document, the Federal Aviation Administration or the Transportation Security Administration or their successors requires changes in this Agreement as a condition precedent to its concurrence, OPERATOR agrees to consent to such modifications of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such concurrence.

15.17 Agreement Not Exclusive

Under no circumstances shall this Agreement be construed as an exclusive right to provide service.

15.18 Non-liability of Agents and Employees

No member, officer, agent, director, or employee of COMMISSION or OPERATOR will be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof.

15.19 Successor and Assigns Bound

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

15.20 Time of Essence

Time is expressed to be of the essence of this Agreement.

15.21 Entire Agreement

This Agreement, together with exhibits attached hereto, constitutes the entire Agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

EXHIBIT 1

15.22 Conformity of Other Agreements

The COMMISSION hereby agrees not to enter into any rental car concession agreement with any person, partnership, or corporation other than the OPERATOR unless the same shall be upon terms no more favorable than those herein granted to the OPERATOR, and shall require rental car services substantially equivalent to those available from rental car concessionaires at airports of comparable size throughout the United States. Nothing herein contained shall limit the COMMISSION from making such reasonable distinctions between the rental car concessionaires with respect to the assignment or allocation of Terminal Space, Service Bays, Ready/Return Spaces, and Overflow Parking Spaces as may appear to it to be justified by the differing operational requirements of the respective rental car concessionaires by reason of the differing amounts of Airport rental car business done by each of the respective rental car concessionaires.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of _____, _____ 2026.

FORT SMITH REGIONAL
AIRPORT COMMISSION

By: _____
Chairman

ATTEST:

Airport Director

Operator name

By: _____
Title:

ATTEST:

Corporate Secretary

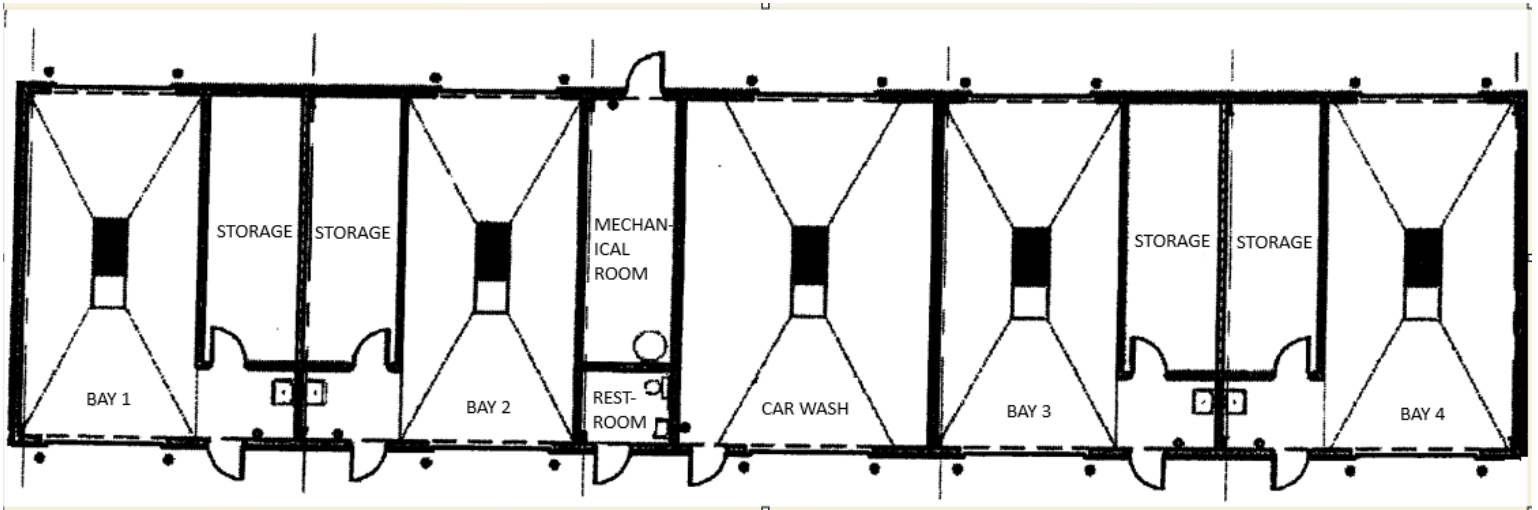
EXHIBIT 1

EXHIBIT A
Terminal Exhibit



EXHIBIT 1

EXHIBIT C
Service Center Facility



ATTACHMENT 1



**ATTACHMENT #1
PROPOSAL FORM**

Name

Date

Address

The Proposer hereby proposes to enter into an agreement with the Fort Smith Airport Commission (hereinafter referred to as “Commission”) for the operation of a non-exclusive rental car concession at the Fort Smith Regional Airport under the terms and conditions as set forth in Request for Proposals; Instructions to Proposers; Attachments #1 through #3; and the Rental Car Concession and Operating Agreement, together with the attached Exhibits (Exhibits are not to scale).

In furtherance of this proposal, the Proposer agrees to pay to the Commission the greater of the following during the Operations Years (October 1 – September 30) 2026, 2027, 2028, 2029, 2030 and 2031: Minimum Annual Guarantees or at least ten percent (10%) of the annual gross revenues and all rents and fees stipulated in the Rental Car Concession and Operating Agreement with payments to be made in the manner specifically set forth in said Agreement. The minimum annual acceptable proposal guarantee is Fifty Thousand Dollars (\$50,000) annually. The annual minimum guarantee proposal for each Operations Year must not be less than the annual minimum guarantee proposal for the previous year.

Minimum Annual Guarantee / Percent Fee Proposal
(Per Operations Year Beginning October 1, 2026)

	MAG	Percent Fee
Operations Year 1 - Oct 1, 2026 to Sept 30, 2027	\$ _____	_____ %
Operations Year 2 - Oct 1, 2027 to Sept 30, 2028	\$ _____	_____ %
Operations Year 3 - Oct 1, 2028 to Sept 30, 2029	\$ _____	_____ %
Operations Year 4 - Oct 1, 2029 to Sept 30, 2030	\$ _____	_____ %
Operations Year 5 - Oct 1, 2030 to Sept 30, 2031	\$ _____	_____ %
Total of Five Year MAGs Proposed	\$ _____	

ATTACHMENT 1

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

Existing rental car operators that are successful Proposers will retain the counter spaces currently occupied. The Commission shall allocate unoccupied office spaces based on successful proposer's selections and ready/return rental vehicle parking blocks, as outlined on Exhibit 1, based on the total dollar value of the five (5) year Minimum Annual Guarantees. The order of selection will be on ranking from highest to lowest. The highest successful Proposer shall select first, the highest second successful Proposer shall select second from the locations remaining and so on until all locations have been selected.

Accompanying the proposal shall be one Bid Bond, Cashiers, Certified or Treasurer's Check or bank draft of any State or National Bank in the amount of Five Thousand Dollars (\$5,000) payable to the Fort Smith Regional Airport as liquidated damages in the event the undersigned is a successful Proposer who fails to comply with the requirements as set forth in Section 3 (K) in the RFP by July 9, 2026. Proposer is bound by this offer for a period of ninety (90) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that the Fort Smith Airport Commission reserves the right to reject any and all proposals.

Proposer:

Signed _____

Printed Name _____

Title _____

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

Notary Public, State of _____ My Commission Expires: _____

ATTACHMENT 2



**ATTACHMENT #2
QUALIFICATION FORM**

All information requested in this Qualification Form (other than Questions 8-10, if an incumbent), must be furnished by the Proposer and it must be submitted with the Proposal Documents. Statements must be complete and accurate and in the form requested and must be sworn and attested to. Omission, inaccuracy or misstatement may be cause for the rejection of the Proposal. Proposer may submit additional attachments as necessary when the space provided is not sufficient to provide the required information.

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

2. Email: _____ Phone #: _____

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

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

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

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

A. Name, address and share of each partner:

ATTACHMENT 2

B. Date of organization: _____

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

A. When incorporated _____

B. In what state _____

C. Are you authorized to do business in Arkansas? ____ If so, as of what year _____

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

President _____

Vice President _____

Secretary _____

Treasurer _____

Other _____

7. Please provide a summary of the qualifications and experience of the Proposer's on-site management/supervisory staff.

ATTACHMENT 2

Questions 8 – 11 do not need to be completed by incumbent on-airport concessionaires, however, the Commission reserves the right to require apparent successful Proposers to complete and submit such documents. (Incumbent shall mean a legal entity that holds a current Concession and Operating agreement at the Airport).

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

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

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

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

Proposer:

Signed _____

Printed Name _____

Title _____

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

Notary Public, State of _____ My Commission Expires: _____



**ATTACHMENT #3
PROPOSER'S AFFIDAVIT**

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

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

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

- C. Affiant hereby agrees to enter into a Rental Car Concession and Operating Agreement with the Fort Smith Airport Commission for the operation of a non-exclusive rental car concession at the Fort Smith Regional Airport under the terms and conditions as set forth in the Request for Proposal (RFP); Instructions to Proposers; Proposal Form; Qualification Form; Proposers Affidavit; Addendum #1 (if any); and the Rental Car Concession and Operating Agreement, together with all Exhibits.

ATTACHMENT 3

Proposer:

Signed _____

Printed Name _____

Title _____

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

Notary Public, State of _____ My Commission Expires: _____