



REQUEST FOR PROPOSALS
FOR
NON-EXCLUSIVE CAR RENTAL CONCESSIONAIRE
AT THE
WALLA WALLA REGIONAL AIRPORT
WALLA WALLA, WA

RFP Date
October 7, 2026

Proposals Due
November 3, 2026
10:00 AM (PST)

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ADVERTISEMENT FOR PROPOSALS
FOR
WALLA WALLA REGIONAL AIRPORT

NON-EXCLUSIVE CAR RENTAL CONCESSIONAIRE

Sealed proposals will be received by the Port of Walla Walla, owner and operator of the Walla Walla Regional Airport at the Port of Walla Walla Administration office, 45 Terminal Loop Road, Ste 210 (2nd Floor of Terminal Building), Walla Walla, WA, 99362 until 10:00 AM PST on November 3, 2026.

Proposals must be submitted on the forms and pursuant to the instructions furnished by the Port of Walla Walla and in accordance with all terms and conditions contained therein. Each proposal must be accompanied by a proposal guarantee of one thousand dollars (\$1,000.00). The proposal guarantee will be held as a guarantee of good faith and terms of the proposal, if accepted.

The Port of Walla Walla reserves the right to reject any and all proposals, to waive informalities in any proposals, to hold proposals under consideration for a period of not to exceed forty-five (45) days from said date of opening of proposals, and to accept the proposals that are deemed to be in the best interest of the Walla Walla Regional Airport.

Proposal instructions and submittals are available online at www.wallawallaairport.com or upon request from:

Jennifer Skoglund
Airport Manager
Walla Walla Regional Airport
45 Terminal Loop Rd., Ste 210
Walla Walla, WA 99362

Tel: (509) 525-3100 x: 106
e-mail: js@portwallawalla.com

Dated: October 7, 2026

A. PURPOSE

- i. The purpose of this ‘Request for Proposals’ packet is to provide interested parties with information regarding the proposal and award process for the award of one (1) non-exclusive car rental concessionaire at the Walla Walla Regional Airport.

B. AIRPORT INFORMATION

- i. The Port of Walla Walla is the owner and operator of the Walla Walla Regional Airport, located in Walla Walla, WA.
- ii. The Airport is a commercial service airport, with two daily round trips between Walla Walla, WA and Seattle Tacoma International Airport with Alaska Airlines. In 2025 the airport enplaned 38,816 passengers and deplaned 37,783 passengers.
- iii. The airport also serves general aviation including itinerant business, a university flight school, medical flights, and other general aviation travel.
- iv. Walla Walla has become a popular tourist destination best known for its world-class wine, historic downtown and agricultural heritage. A table with passenger enplanements and deplanements is depicted from 2022 to current in Exhibit “1”.
- v. The airport currently hosts one on-site car rental agency (Avis-Budget) that is vacating on December 31, 2026 and one off-site car rental agency (Enterprise) that operates with a pickup. Monthly gross revenue is depicted from 2022 to current in Exhibit “2”.

C. FACILITIES

- i. The successful concessionaire will have one ticket counter and office in the terminal with space offered based on the highest Minimum Annual Guarantee. The counter space and office in the terminal building is 266 SQFT. The terminal area lease rate for the space is \$6.00 per square foot per year plus applicable leasehold tax.
- ii. The successful concessionaire will be offered (30) total ready / return stalls, with 10 of these available for signage, in the terminal parking lot directly in-front of the terminal building. These 30 stalls shall be offered at the rate of \$10 per space per month plus applicable leasehold tax. Stalls that are not claimed may be offered to off airport concessionaires or retained by the airport.
- iii. There is one combined service facility currently located at the airport (approximately 1/4 mile from terminal) for maintenance/care and washing of rental vehicles. The airport will impose a CFC (Customer Facility Charge) for each concessionaire to cover the costs of rent, utilities, and maintenance of the parking area and facility. The CFC per concessionaire will be \$42 per month plus applicable leasehold tax.
- iv. The airport may also make and offer additional overflow parking and storage areas as they become available.

D. BRANDING

- i. Each candidate shall be required to indicate in its proposal the brand or trade name under which it will operate.
- ii. Dual branding shall be permitted under this RFP, if a candidate has a multiple brand company, the candidate will be required to select only two (2) brands for use on the airport.
- iii. The successful candidates shall be prohibited from operating at the Airport under any brand or trade name other than the brand or trade name designated on the response to this RFP.
- iv. Each candidate will ensure that a positive physical means of marking their brand’s vehicles is conspicuous and known to airport staff.

E. TERM

- i. The term of this agreement shall be from the start of service to December 31, 2028.
- ii. The Port requires that service start no later than February 1, 2027.

F. FEES and RENTALS

- i. The concessions fee for operating on the airport shall be 10% of gross revenues plus any applicable leasehold tax.
- ii. A transaction fee based on each individual vehicle rental shall be \$5 per transaction per month plus any applicable leasehold tax.
- iii. The fee for the 30 ready / return spaces shall be \$10 per space per month plus any applicable leasehold tax.
- iv. The square footage fee in the terminal shall be \$6.00 per square foot per year plus applicable leasehold tax.
- v. A CFC (Customer Facility Charge) for the service facility for maintenance/care and washing of rental vehicles shall be \$42.00 per month, per concessionaire, plus applicable leasehold tax.
- vi. For the purpose of this proposal and intended operating agreement gross revenue shall mean the following:
 1. All revenues derived from or related to the rental of automobiles and associated equipment and products which originate at or are performed at the leased premises minus the following items:
 - a. Any federal, state, or municipal sales or other similar taxes separately stated and collected from customers.
 - b. Any sums received as insurance premiums.
 - c. Any proceeds received from the sale of automobiles.
 - d. Any Fuel charges.
 - e. Any Drop charges.
 - f. Any Tow charges.
 - g. Any CFC.

G. MINIMUM ANNUAL GUARANTEE

- i. The minimum annual guarantee shall be the minimum concession fee amount paid to the airport in the course of one-year.
- ii. The minimum annual guarantee shall be a minimum of \$40,000 per concessionaire.
- iii. The minimum annual guarantee shall be the same for every year throughout the term of the agreement

H. MINIMUM STANDARDS REQUIREMENT

In order to ensure a high level of service to the traveling public the Port will only consider proposals from candidates that meet the following standards:

- i. The company shall maintain a nationwide computer reservation system.
- ii. The fleet should have vehicles no more than two years old and less than 40,000 miles.
- iii. The fleet will be maintained in a clean and operative condition on the inside and outside.

I. MINIMUM SERVICE REQUIREMENTS

- i. **Personnel** - personnel shall be neat, clean, courteous, and concessionaire shall not permit its agents or employees so engaged to solicit or conduct business in a loud, noisy, boisterous, offensive, or objectionable manner.

- ii. **Hours of Operation** – Concessionaire shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for said services. Concessionaire agrees to meet all scheduled flights at the Airport during the hours of 10 am – 4 pm AND the scheduled late night inbound arrival flight needed to meet consumer demand.
- iii. **Insurance** – Successful candidates shall maintain in effect at all time during the agreement the following insurance:
 - 1. Single limit bodily injury and property damage including passengers, up to \$1,000,000.00;
 - 2. Airport liability of \$1,000,000.00 for single limit bodily injury and property damage; and
 - 3. Property damage for products liability, single limit bodily injury and property damage of \$1,000,000.00.
- iv. Additional service and reporting requirements are listed in the concessionaire agreement attached to this RFP packet. Candidates are strongly encouraged to review the operating agreement fully. The operating agreement can be seen in Exhibit 3.
- v. ACDBE Participation is required. In accordance with the regulations of the US Department of Transportation, 49 CFR Part 23, the Port has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE). The Port's 2026-2028 ACDBE Goal has been established and approved for 2.3% and determined to be accomplished on a 0.0% Race Conscious and 2.3% Race Neutral basis as measured by Goods and Services. The ACDBE percentage goal may be subject to change during the term of this Agreement. Concessionaire agrees that it will comply with any applicable provisions of the ACDBE program approved by the Federal Aviation Administration and shall comply fully with the reporting provisions herein outlined.
 - 1. Concessionaire shall not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23.
 - 2. Concessionaire shall include the provisions of this Section in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the Section in further agreements.
 - 3. Concessionaire shall cooperate with Port in the Walla Walla Regional Airport's policies to ensure that contracting, subcontracting and purchasing opportunities available under this Agreement are accessible and available to all qualified business owners, including ACDBE's.

J. PROPOSAL GUARANTEE

A proposal guarantee is required as a guarantee that successful candidate will execute a formal Agreement with the Port. Proposal guarantees of all unsuccessful candidates shall be returned as soon as successful candidate has been determined and the agreement has been awarded, or, in the event that all proposals are rejected, within ten (10) days after the date of rejection. The proposal guarantee will be returned to the successful candidate after execution of an agreement. Each candidate shall submit to the Port with its proposal a proposal guarantee in the form of certified check, or cashier's check payable to the Port of Walla Walla in the amount of one thousand dollars (\$1,000)

K. PROPOSAL EVALUATION CRITERIA/AWARD

- i. Only one (1) candidate will be selected for the non-exclusive car rental concessionaire
- ii. The Port will evaluate the proposals to assure candidates meet the minimum operating requirements and are fit to operate a car rental concessionaire business.

- iii. The candidate with the highest total Minimum Annual Guarantee that meets the requirements of this RFP will be considered the most successful candidate.
- iv. Minimum Annual Guarantee shall be a minimum of \$45,000 per concessionaire regardless of brands(s).

L. PROPOSAL SUBMITTAL INFORMATION

- i. Proposals must be submitted to the Port Attn: Jennifer Skoglund, Airport Manager, at 45 Terminal Loop Rd., Ste 210, Walla Walla, WA 99362.
- ii. All proposals must be received by November 3, 2026 at 10:00am PST.
- iii. All Proposals shall be clearly marked on the outer envelope “2026 Car Rental RFP”
- iv. The following information must be included in the submittal to be considered for the proposal
 - 1. A completed and signed Proposal form.
 - 2. The name of the company and a list of the business owners, partners, directors, managers.
 - 3. Proposal Guarantee as identified in section J.
 - 4. Past Experience with operating a car rental.
 - 5. Financial Statements prepared or certified by a Certified Public Accountant.
 - 6. Listing of assets owned and/or being purchased, or leased which will be used in the operation at the airport.
 - 7. Written authorization for the Port to conduct a credit report on persons having an interest in the business on the airport.
 - 8. Proof of ability to obtain liability insurance coverage appropriate for the proposed activities.
 - 9. Any additional information candidate feels is necessary.

M. GENERAL INFORMATION

- i. Before submitting a proposal candidates shall carefully examine the RFP and other documents, the premises and shall judge for themselves all the circumstances and conditions affecting their proposal. It is the responsibility of the candidate to notify the airport of any conflicts, errors, ambiguities, or discrepancies in the RFP.
- ii. Any candidate may withdraw his/her proposal, either personally, facsimile, or written request, at any time prior to the scheduled closing time for receipt of proposals.
- iii. All questions will be directed in **writing** to Ms. Jennifer Skoglund, Airport Manager at 45 Terminal Loop Rd., Ste 210, Walla Walla, WA 99362 or js@portwallawalla.com.
- iv. The Port of Walla Walla reserves the right to reject any and all proposals, to waive informalities in any proposals and to hold proposals under consideration for a period of not to exceed forty-five (45) days from said date of opening of bids, and to accept the bid that is deemed to be in the best interest of the Walla Walla Regional Airport.
- v. All questions concerning the RFP shall be submitted by October 23, 2026. All questions submitted will be distributed to all the RFP holders as an Addendum.
- vi. The Port **cannot** predict the effect that future air carrier expansions, contractions or relations will have on concession activity under any Agreement.

- vii. Any material submitted in response to this RFP may become a public document pursuant to Washington State Code. This would include material that the Proposer might consider confidential or a trade secret. Any claim of confidentiality is hereby waived upon submission of a proposal to the Port, and effective after opening.
- viii. The Port shall not be liable for any costs incurred by the candidates for the preparation or submittal of a proposal.
- ix. The Port reserves the rights to request that candidate meet with the Port to discuss elements of any proposal. If requested, failure to present may constitute grounds for rejection of the proposer's submission, which shall be at the sole discretion of the Port.

PROPOSAL SHEET

PROPOSER

BRAND NAME

DATE

TO: PORT OF WALLA WALLA (OWNER & OPERATOR OF WALLA WALLA REGIONAL AIRPORT)

The undersigned, having examined the Instructions to Proposers, Rental Car Concession Agreement, and any and all related documents for the proposed non-exclusive operation of rental car concessions at the Walla Walla Regional Airport and having become familiar with the proposed sites therefore and operations thereof, hereby proposes to pay monthly to the Port during the term of the Rental Car Concession Agreement, ten percent (10%) of its monthly "Gross Receipts" as defined in the Agreement with a minimum annual guarantee of:

1. MINIMUM ANNUAL GUARANTEE \$ _____

The undersigned agrees to execute the formal Rental Car Concession Agreement. Attached hereto is a (certified) (cashier's) check in the amount of One Thousand Dollars (\$1,000.00) payable without condition to Port of Walla Walla, which may be retained by the Port of Walla Walla as liquidated damages, and not as a penalty, in the event of failure of the undersigned to execute the Rental Car Concession Agreement and otherwise to comply with the RFP.

The undersigned hereby acknowledges receipt of copies of the Rental Car Concessionaire Agreement, and RFP Packet for the rental car concession and that the same have been reviewed prior to the execution of this proposal by the undersigned, which has become thoroughly familiar with.

The undersigned further: acknowledges the following

- A. The right of the Port in its sole discretion to reject any or all proposals submitted, and that an award may be made to a candidate other than one of the highest monetary candidates if all other conditions and requirements are not met;
- B. Counter rent, Customer Facility Charges (CFC), Transaction fee and Parking are separate from the Minimum Annual Guarantee and will be charged at the rates stated in the RFP with applicable leasehold tax.
- C. That the discretion of the Port in selection of the successful candidates shall be final, not subject to review or attack, and
- D. That this proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the Proposer acknowledges that the Port has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the Port of any and all information sought in such inquiry or investigation.

Signature of Proposer _____

EXHIBIT "1"

**WALLA WALLA REGIONAL AIRPORT
REVENUE PASSENGERS**

<u>YEAR</u>	<u>ENPLANEMENTS</u>	<u>DEPLANEMENTS</u>
2026 (Thru August)	23,909 Passengers	24,309 Passengers
2025	38,816 Passengers	37,783 Passengers
2024	36,911 Passengers	36,219 Passengers
2023	26,626 Passengers	25,439 Passengers
2022	33,715 Passengers	33,372 Passengers

EXHIBIT 2 – WALLA WALLA REGIONAL AIRPORT HISTORICAL CAR RENTAL INFORMATION

	<u>Gross Receipts</u>	<u>Airport Fee</u>	<u># of Transact</u>	<u>Airport Fee</u>
	<u>Avis- Budget</u>	<u>Avis- Budget</u>	<u>Avis- Budget</u>	<u>Avis- Budget</u>
<u>Date</u>	<u>2022</u>	<u>10 % Gross</u>	<u>Trans.</u>	<u>Fees</u>
January	\$27,754.12	\$2,775.41	110	\$550.00
February	\$34,923.12	\$3,492.31	131	\$655.00
March	\$45,500.40	\$4,550.04	171	\$855.00
April	\$51,294.61	\$5,129.46	185	\$925.00
May	\$64,628.34	\$6,462.83	245	\$1,225.00
June	\$48,682.99	\$4,868.30	214	\$1,070.00
July	\$39,302.43	\$3,930.24	144	\$720.00
August	\$55,042.91	\$5,504.29	238	\$1,190.00
September	\$66,410.63	\$6,641.06	248	\$1,240.00
October	\$55,613.28	\$5,561.33	261	\$1,305.00
November	\$38,085.98	\$3,808.60	167	\$835.00
December	\$28,488.09	\$2,848.81	134	\$670.00
TOTAL:	\$555,726.90	\$55,572.69	2248	\$11,240.00

	<u>Gross Receipts</u>	<u>Airport Fee</u>	<u># of Transact</u>	<u>Airport Fee</u>
	<u>Enterprise</u>	<u>Enterprise</u>	<u>Enterprise</u>	<u>Enterprise</u>
<u>Date</u>	<u>2022</u>	<u>10 % Gross</u>	<u>Trans.</u>	<u>Fees</u>
January	\$2,022.58	\$202.26	3	\$15.00
February	\$2,977.87	\$297.79	5	\$25.00
March	\$3,667.96	\$366.80	12	\$60.00
April	\$4,937.35	\$493.74	14	\$70.00
May	\$9,148.30	\$914.83	34	\$170.00
June	\$6,471.00	\$647.10	18	\$90.00
July	\$2,457.06	\$245.71	8	\$40.00
August	\$6,699.40	\$669.94	15	\$75.00
September	\$3,836.27	\$383.63	9	\$45.00
October	\$2,668.62	\$266.86	10	\$50.00
November	\$1,792.98	\$179.30	5	\$25.00
December	\$0.00	\$0.00	0	\$0.00
TOTAL:	\$46,679.39	\$4,667.94	133	\$665.00

Exhibit "2"

ALW Car Rental Concessionaire Request for Proposals: 2022 – Current Car Rental Gross & Transactions

	Gross Receipts	Airport Fee	# of Transact	Airport Fee
	Avis- Budget	Avis- Budget	Avis- Budget	Avis- Budget
Date	2023	10% Gross	Trans.	Fees
January	\$28,686.46	\$2,868.65	138	\$690.00
February	\$30,390.47	\$3,039.05	164	\$820.00
March	\$34,331.66	\$3,433.17	186	\$930.00
April	\$40,327.37	\$4,032.74	203	\$1,015.00
May	\$42,709.08	\$4,270.91	254	\$1,270.00
June	\$52,722.96	\$5,272.30	200	\$1,000.00
July	\$63,378.26	\$6,337.83	228	\$1,140.00
August	\$70,851.90	\$7,085.19	248	\$1,240.00
September	\$68,335.92	\$6,833.59	274	\$1,370.00
October	\$62,250.08	\$6,225.01	308	\$1,540.00
November	\$35,942.83	\$3,594.28	205	\$1,025.00
December	\$34,264.82	\$3,426.48	183	\$915.00
TOTAL:	\$564,191.81	\$56,419.18	2591	\$12,955.00

	Gross Receipts	Airport Fee	# of Transact	Airport Fee
	Enterprise	Enterprise	Enterprise	Enterprise
Date	2023	10% Gross	Trans.	Fees
January	\$280.03	\$28.00	2	\$10.00
February	\$629.92	\$62.99	2	\$10.00
March	\$2,306.32	\$230.63	2	\$10.00
April	\$666.60	\$66.66	2	\$10.00
May	\$2,181.80	\$218.18	7	\$35.00
June	\$3,403.96	\$340.40	4	\$20.00
July	\$478.07	\$47.81	1	\$5.00
August	\$12,069.22	\$1,206.92	37	\$185.00
September	\$6,860.56	\$686.06	6	\$30.00
October	\$7,369.65	\$736.97	19	\$95.00
November	\$2,141.35	\$214.14	3	\$15.00
December	\$70.82	\$7.08	1	\$5.00
TOTAL:	\$38,458.30	\$3,845.83	86	\$430.00

Exhibit "2"

ALW Car Rental Concessionaire Request for Proposals: 2022 – Current Car Rental Gross & Transactions

	<u>Gross Receipts</u>	<u>Airport Fee</u>	<u># of Transact</u>	<u>Airport Fee</u>
	Avis- Budget	Avis- Budget	Avis- Budget	Avis- Budget
Date	2024	10% Gross	Trans.	Fees
January	\$34,394.45	\$3,439.45	186	\$930.00
February	\$33,572.50	\$3,357.25	163	\$815.00
March	\$48,543.06	\$4,854.31	206	\$1,030.00
April	\$61,875.86	\$6,187.59	224	\$1,120.00
May	\$70,323.31	\$7,032.33	275	\$1,375.00
June	\$73,189.45	\$7,318.95	267	\$1,335.00
July	\$71,722.75	\$7,172.28	271	\$1,355.00
August	\$69,656.96	\$6,965.70	237	\$1,185.00
September	\$68,633.65	\$6,863.37	336	\$1,680.00
October	\$63,647.20	\$6,364.72	311	\$1,555.00
November	\$35,672.47	\$3,567.25	223	\$1,115.00
December	\$33,860.00	\$3,386.00	163	\$815.00
TOTAL:	\$665,091.66	\$66,509.17	2862	\$14,310.00

	<u>Gross Receipts</u>	<u>Airport Fee</u>	<u># of Transact</u>	<u>Airport Fee</u>
	Enterprise	Enterprise	Enterprise	Enterprise
Date	2024	10% Gross	Trans.	Fees
January	\$3,015.29	\$301.53	12	\$60.00
February	\$3,664.01	\$366.40	16	\$80.00
March	\$2,525.36	\$252.54	14	\$70.00
April	\$5,715.50	\$571.55	25	\$125.00
May	\$3,639.89	\$363.99	22	\$110.00
June	\$277.92	\$27.79	1	\$5.00
July		\$0.00	0	\$0.00
August		\$0.00	0	\$0.00
September	\$4,006.14	\$400.61	22	\$110.00
October	\$3,002.21	\$300.22	14	\$70.00
November	\$1,451.40	\$145.14	9	\$45.00
December	\$2,125.53	\$212.55	12	\$60.00
TOTAL:	\$29,423.25	\$2,942.33	147	\$735.00

Exhibit "2"

ALW Car Rental Concessionaire Request for Proposals: 2022 – Current Car Rental Gross & Transactions

	Gross Receipts	Airport Fee	# of Transact	Airport Fee
	Avis- Budget	Avis- Budget	Avis- Budget	Avis- Budget
Date	2025	10% Gross	Trans.	Fees
January	\$27,482.65	\$2,748.27	166	\$830.00
February	\$37,475.67	\$3,747.57	206	\$1,030.00
March	\$50,388.54	\$5,038.85	247	\$1,235.00
April	\$44,442.65	\$4,444.27	240	\$1,200.00
May	\$53,089.66	\$5,308.97	231	\$1,155.00
June	\$70,411.24	\$7,041.12	297	\$1,485.00
July	\$62,142.91	\$6,214.29	221	\$1,105.00
August	\$65,649.44	\$6,564.94	229	\$1,145.00
September	\$55,973.25	\$5,597.33	245	\$1,225.00
October	\$51,897.85	\$5,189.79	279	\$1,395.00
November	\$35,676.81	\$3,567.68	221	\$1,105.00
December	\$31,735.88	\$3,173.59	163	\$815.00
TOTAL:	\$586,366.55	\$58,636.66	2745	\$13,725.00

	Gross Receipts	Airport Fee	# of Transact	Airport Fee
	Enterprise	Enterprise	Enterprise	Enterprise
Date	2025	10% Gross	Trans.	Fees
January	\$3,004.24	\$300.42	13	\$65.00
February	\$2,690.43	\$269.04	15	\$75.00
March	\$2,541.63	\$254.16	15	\$75.00
April	\$5,154.86	\$515.49	29	\$145.00
May	\$10,281.05	\$1,028.11	46	\$230.00
June	\$11,762.71	\$1,176.27	41	\$205.00
July	\$6,513.29	\$651.33	27	\$135.00
August	\$5,642.66	\$564.27	20	\$100.00
September	\$11,943.25	\$1,194.33	45	\$225.00
October	\$6,119.00	\$611.90	30	\$150.00
November	\$4,066.58	\$406.66	45	\$225.00
December	\$1,159.06	\$115.91	6	\$30.00
TOTAL:	\$70,878.76	\$7,087.88	332	\$1,660.00

Exhibit "2"

ALW Car Rental Concessionaire Request for Proposals: 2022 – Current Car Rental Gross & Transactions

	<u>Gross Receipts</u>	<u>Airport Fee</u>	<u># of Transact</u>	<u>Airport Fee</u>
	<u>Avis- Budget</u>	<u>Avis- Budget</u>	<u>Avis- Budget</u>	<u>Avis- Budget</u>
<u>Date</u>	<u>2026</u>	<u>10% Gross</u>	<u>Trans.</u>	<u>Fees</u>
January	\$28,695.27	\$2,869.53	145	\$725.00
February	\$23,277.35	\$2,327.74	139	\$695.00
March	\$35,791.84	\$3,579.18	195	\$975.00
April	\$42,042.05	\$4,204.21	224	\$1,120.00
May	\$44,889.03	\$4,488.90	212	\$1,060.00
June	\$56,823.40	\$5,682.34	180	\$900.00
July	\$45,393.72	\$4,539.37	159	\$795.00
August	\$56,771.70	\$5,677.17	188	\$940.00
September		\$0.00		\$0.00
October		\$0.00		\$0.00
November		\$0.00		\$0.00
December		\$0.00		\$0.00
TOTAL:	\$333,684.36	\$33,368.44	1442	\$7,210.00

	<u>Gross Receipts</u>	<u>Airport Fee</u>	<u># of Transact</u>	<u>Airport Fee</u>
	<u>Enterprise</u>	<u>Enterprise</u>	<u>Enterprise</u>	<u>Enterprise</u>
<u>Date</u>	<u>2026</u>	<u>10% Gross</u>	<u>Trans.</u>	<u>Fees</u>
January	\$6,571.00	\$657.10	7	\$35.00
February	\$447.56	\$44.76	4	\$20.00
March	\$2,363.18	\$236.32	10	\$50.00
April	\$4,572.37	\$457.24	19	\$95.00
May	\$2,861.84	\$286.18	7	\$35.00
June	\$4,193.31	\$419.33	17	\$85.00
July	\$2,400.78	\$240.08	9	\$45.00
August	\$3,053.62	\$305.36	11	\$55.00
September		\$0.00		\$0.00
October		\$0.00		\$0.00
November		\$0.00		\$0.00
December		\$0.00		\$0.00
TOTAL:	\$26,463.66	\$2,646.37	84	\$420.00

Exhibit "2"

ALW Car Rental Concessionaire Request for Proposals: 2022 – Current Car Rental Gross & Transactions

PORT OF WALLA WALLA
WALLA WALLA REGIONAL AIRPORT
CAR RENTAL CONCESSIONAIRE AGREEMENT

THIS AGREEMENT, to be effective the ____ day of _____, 2027, by and between the Port of Walla Walla, a municipal corporation in the State of Washington, whose legal address is 45 Terminal Loop Road, Ste 210, Walla Walla, WA 99362, hereafter referred to as "Port", and _____ whose legal address is _____, hereafter referred to as "Concessionaire",

WITNESSETH:

WHEREAS, the Port operates the Walla Walla Regional Airport (hereafter referred to as "Airport"), and,

WHEREAS, Concessionaire desires to operate an automobile rental service at the Airport,

NOW, THEREFORE, In consideration of the conditions and covenants expressed herein, the parties hereto, their successors and assigns, agree as follows:

1. RENTAL. Port does hereby grant unto Concessionaire the privilege and right to operate an automobile rental agency at the Airport pursuant to the terms and conditions contained herein.
2. LOCATION. Port will provide to Concessionaire counter space in the Airport's Passenger Terminal Building, (3 0) ready parking stalls in the terminal parking lot. Such counter space and parking areas to be designated by the Port. Concessionaire agrees that it shall park its cars in the designated parking area only. The counter space and parking areas are shown on Exhibit "A" attached hereto and made a part hereof. It is agreed that the Port shall have the right to designate a change in the ticketing counter space or parking area at their discretion.
3. TERM.
 - 3.1. Initial Term. The term of this Agreement shall be Two (2) years commencing on the effective date shown above.
 - 3.2. Termination. This Agreement shall terminate in the event of any of the following:
 - A. Concessionaire shall notify Port of its intent to terminate the Agreement at least 180 days prior to the intended termination date.
 - B. Port shall notify Concessionaire of its intent to terminate the Agreement at least 180 days prior to the intended termination date.
 - C. An event of default, as defined by this Agreement, occurs.
 - D. In the event that this Agreement or any part thereof is later determined by any Court or by the State of Washington Attorney General to be in violation of any federal, state, or local law, ordinance of regulation.
 - E. In the event that the parties hereto should, at any time, mutually agree in writing to a termination of this Agreement.

4. RENT and CONCESSIONS. In consideration of this Agreement and the privileges herein stated, Concessionaire promises and agrees to pay to Port, on or before the 10th day of each month, the following:
- i. The concessions fee for operating on the airport shall be 10% of gross revenues plus any applicable leasehold tax derived from its operations at the Airport for the previous month. In no event shall the total annual concessions fee under this Agreement be less than the guaranteed sum of Forty Thousand Dollars and No Cents (\$40,000).
 - ii. A transaction fee based on each individual vehicle rental shall be \$5 per transaction per month plus any applicable leasehold tax.
 - iii. The fee for the 30 ready / return spaces shall be \$10 per space per month plus any applicable leasehold tax.
 - iv. The square footage fee in the terminal shall be \$6.00 per square foot per year plus applicable leasehold tax.
 - v. A CFC (Customer Facility Charge) for the service facility for maintenance/care and washing of rental vehicles shall be \$42.00 per month, per concessionaire, plus applicable leasehold tax.
 - vi. For the purpose of this proposal and intended operating agreement gross revenue shall mean the following:
 - 1. All revenues derived from or related to the rental of automobiles and associated equipment and products which originate at or are performed at the leased premises minus the following items:
 - a. Any federal, state, or municipal sales or other similar taxes separately stated and collected from customers.
 - b. Any sums received as insurance premiums.
 - c. Any proceeds received from the sale of automobiles.
 - d. Any Fuel charges.
 - e. Any Drop charges.
 - f. Any Tow charges.
 - g. Any CFC.
- 4.1. Accounting. Concessionaire agrees to furnish the Port, on or before the 10th day of each calendar month during the entire term of this Agreement, with a report covering the gross revenue as defined above for the preceding calendar month. The report shall be certified in a manner satisfactory to Port as being a true, correct, and complete statement of all gross revenues, as defined above, from said Port for such preceding month. Upon request, Concessionaire shall furnish a copy of all invoices, and/or sales tax reports with said report, including therewith any invoices that may not be subject to the percentage charge due Port.
- 4.2. Other Rental Location. Concessionaire shall be prohibited from renting vehicles from a downtown or other office to persons who in any way negotiate any part of a rental contract at the Airport. Neither Concessionaire nor any affiliate of Concessionaire shall employ any advertising, in any medium, designed to encourage an airline traveler to the Airport to utilize the downtown or the office of Concessionaire or such affiliate rather than Concessionaire's Airport office. In the event that a downtown or other office location is used by Concessionaire, Concessionaire shall notify Port in writing of such location and furnish a general statement of rental policy at such location, together with all invoices as specified hereinabove

- 4.3. Multiple Brands. Concessionaire shall not be permitted, unless otherwise approved in writing by the Port, to offer additional car rental brands under this contract and operate at the Airport under any other brand other than the brand or designated in this agreement. For the purpose of this agreement Concessionaire's Brand(s) for operations at the Airport is/are .
- 4.4. Concessionaire agrees to keep accurate books, records, and accounts in a manner acceptable to the Port, and agrees that a certified public accountant, or accountant, acceptable to Port and working for both Port and Concessionaire at their joint expense or airport management shall have the right at all reasonable times during business hours of Concessionaire to inspect books, accounts, records, and receipts of all sales in and from the Airport. It is agreed that if Airport shall not be satisfied with any statement rendered by Concessionaire, Airport shall, within ten days of receipt of such statement, give notice in writing to Concessionaire of its specific dissatisfaction. Unless within ten days receipt of such notice, Concessionaire shall have satisfied Port as to such statement, Port shall be entitled to an audit of the books of account of Concessionaire to be made by accountants acceptable to Port and Concessionaire. The result of such audit shall be final and binding upon both parties. If the audit establishes that Concessionaire has provided under payment the cost of the audit shall be borne by Concessionaire, and Concessionaire shall pay any amount due to the Port, if the audit establishes over payment to airport from Concessionaire, Concessionaire will be credited on future invoices due to the Port and the cost of the audit will be borne equally by both parties.
- 4.4. Service. Concessionaire agrees to furnish good, prompt, and efficient service, adequate to meet all demands for automobile rental service at the Airport, on a fair and reasonable basis, and to charge prices for such services in accordance with its usual standards, on a basis similar to that charged for similar services at airports in this general area. Such services shall include the following:
- A. Contracts shall be based on a 24-hour day;
 - B. Concessionaire will be required to rent vehicles through their affiliated websites carrying the affiliated brand name without a call being made to the local location for price and reservation information,
 - C. Concessionaire shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for said services. Concessionaire agrees to meet all scheduled flights at the Airport during the hours of 10 a.m. - 4 p.m. INCLUDING the scheduled late night inbound arrival flight needed to meet consumer demand.
- 4.5. Automobiles. Concessionaire agrees to make available for rental to the public only late model automobiles (which shall mean automobiles not more than two model years old and less than 40,000 miles) which shall at all times be maintained by Concessionaire in good mechanical condition and in a neat, clean, and attractive condition, inside and outside.

- 4.6. Communication and Equipment. Concessionaire agrees to provide and pay for its own communication facilities and equipment and Concessionaire agrees that the facilities to be provided by Airport hereunder are for the purpose of providing automobile rental services.
- 4.7. Concessionaire's Employees. Concessionaire agrees that personnel of Concessionaire providing services hereunder shall be neat, clean, courteous, and Concessionaire shall not permit its agents or employees so engaged to solicit or conduct business in a loud, noisy, boisterous, offensive, or objectionable manner.
- 4.8. Solicitation and Signs. Concessionaire agrees that Concessionaire's solicitation of business at the Airport shall be confined to signs and advertising materials to be approved by Port, and answering inquiries from and at its own counter location in such building, and Port, or its authorized agent, shall be the sole judge as to whether the conduct of Concessionaire's representatives in the solicitation of business or conduct of said business constitutes a violation of this paragraph. Upon notice from Port, Concessionaire shall take all steps necessary to eliminate the condition causing said complaint. The location, size, lighting, and number of any of Concessionaire's signs on the Airport or in the terminal building shall be subject to Port's approval. It is anticipated that Concessionaire shall place one sign along the entrance to the Airport parking lot, subject to the approvals required herein. Port may with prior approval, allow Concessionaire to place signage required by the "Parent Company" to meet the Operational Standards of the Parent Company at the Airport either in the terminal or outside not limited to signage at entrance and directional signage. Concessionaire must provide a signage plan and receive approval prior to installation of any sign.
5. **BRANDING.** Concessionaire shall not be permitted, unless otherwise approved in writing by the Port, to offer additional car rental brands under this contract or operate at the Airport under any other brand other than the brand designated in this agreement. For the purpose of this agreement Concessionaire's Brand for operations at the Airport is _____
6. **ALTERATIONS, REPAIRS, OR ADDITIONS.** Any alterations or repairs or additions made to the leased premises shall be made only with the prior approval in writing of Port and shall be made entirely at the expense of Concessionaire.
7. **ASSIGNMENT.** The leased premises, or any part thereof, shall not be used, nor will Concessionaire permit them to be used, by any person, agency, group, or corporation other than Concessionaire.
8. **REASSIGNMENT.** The Port may reassign, reallocate or relocate Concessionaire to another location within the terminal building when necessitated by terminal expansion, relocation, additional air carrier operation, compliance with federal regulation, or changes in airport operating considerations. If Concessionaire does not agree to any proposed relocation, this agreement shall terminate and Concessionaire shall vacate the leased premises after thirty (30) days' notice from the Port. Upon termination, both parties will be released of all further obligations hereunder and neither party shall have any claim against the other except for accrued, but unpaid rent.

9. USE. The leased premises shall be used by Concessionaire for the purpose of providing automobile rental service only.
10. LAWS. Concessionaire agrees that the leased premises shall be occupied and used in accordance with the laws and ordinances of the State of Washington, City of Walla Walla, and the Port's Minimum Standards.
11. CONDITIONS. The leased premises are accepted as complete and in good order by Concessionaire in the condition in which it now is, and Concessionaire will not do or permit anything to be done which would deface, damage, or deteriorate the value thereof, nor increase the risk of, nor vitiate or modify the insurance policies covering the same. In general, the Port will maintain the public areas of the terminal building, utility systems herein, and heating and lighting systems, including relamping. In addition, the Port will maintain the water and electrical systems in the common maintenance/care/washing facility.
12. UTILITIES AND MAINTENANCE. Port will heat Concessionaire's leased premises within the terminal building and Concessionaire will have no obligation to pay for heat; and the present toilet facilities, public area janitor services, and incidental water shall be provided to Concessionaire at no extra cost to it in the terminal building. Water from the terminal shall not be used for car washing. Janitor services shall not include taking Concessionaire's generated trash to the dumpster or cleaning of the leased space.

Concessionaire will be solely responsible to maintain its exclusive areas both inside and outside of the terminal building, and not commit waste or damage to the common vehicle maintenance area, parking areas, or any other leased or common areas. Concessionaire will not permit the accumulation on the demised premises of rubbish, debris, trash, waste material or anything detrimental to health or unsightly or likely to create a fire hazard, but will make prompt disposition thereof.
13. SNOW REMOVAL Port shall be responsible for snow removal at the terminal building and terminal building parking lot and sidewalks and shall do so according to its ability and schedule.
14. AIRPORT'S ACCESS. Port's employees and agents shall at all times have access to the leased premises for the purpose of examining the same and making such repairs as it deems reasonable.
15. VEHICLE RETRIEVAL. Concessionaire shall daily or when requested by the airport remove Concessionaire rental cars from the parking and place them into the ready return rental car parking lot.
16. AIRPORT MAINTENANCE. Port shall not be required during the term of this Agreement to make any alterations or repairs to the leased premises. Airport shall maintain those portions of the Airport under its control in reasonably good order and repair throughout the term of this Agreement.
17. DEFAULT. In order to enforce forfeiture of this Agreement for nonpayment of rent when due, no demand thereof shall be required, nor shall the acceptance of rent renew this Agreement for any time or purpose. In the event of any failure of Concessionaire to pay any rental due hereunder within ten days after written notice from Port that such rental is due and unpaid, or

any material failure to perform any other of the terms, conditions, or covenants of this Agreement to be observed or performed by Concessionaire, or if Concessionaire, or any agent of Concessionaire, shall materially falsify any report required to be furnished to Port pursuant to the terms of this Agreement, or if Concessionaire shall become bankrupt or insolvent, or file any debtor proceedings or any person shall take or have against Concessionaire in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency for the reorganization or for the appointment of a receiver or trustee of all or a portion of Concessionaire's property, or if Concessionaire makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Concessionaire shall abandon the leased premises or suffer this Agreement to be taken under any writ of execution, then in any such event, Concessionaire shall be in default hereunder, and Port, in addition to other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premise and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Concessionaire, all without service of notice or resort to legal process without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

18. **SUSPENSION OF FEES.** Concessionaire has the right to negotiate for the suspension of payment of concession fees for any continuous period over thirty (30) days that the Airport is not operated by the Port for the use by scheduled, commercial air carriers.
19. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto, and their successors and assigns.
20. **INSURANCE.** Concessionaire shall carry and keep in force public liability and property damage insurance in the following amounts:
 - A. Single limit bodily injury and property damage including passengers, up to \$1,000,000.00;
 - B. Airport liability of \$1,000,000.00 for single limit bodily injury and property damage; and
 - C. Property damage for products liability, single limit bodily injury and property damage of \$1,000,000.00.
 - D. Concessionaire shall name Port as an additional insured under all policies of insurance. The insurance policies shall provide for not less than ten days written notice to Port before cancellation, non-renewal, termination, or change of coverage. Concessionaire shall deliver to Port a duplicate original or certificate of such insurance policy or policies.
 - E. Concessionaire shall comply at its own cost and expense with all applicable federal, state, or local laws, ordinances, rules, or regulations of the Port now or hereafter in force, and shall obtain and pay for all permits, approvals, licenses, and certificates required by law, and shall pay all proper fees, Worker's Compensation, assessments, taxes, and charges levied under state, federal, or local statutes or ordinances. Concessionaire shall not use or suffer or permit any person to use any portion of the Airport utilized by it under this Agreement for any illegal purpose. Concessionaire shall protect, indemnify, and save harmless the Port, its elected officials, employees, and agents, from and against any damage, penalty, fine, judgment, expense, or charge which may be suffered, imposed, assessed, or incurred

by reason of violation, disregard, or breach of any law, ordinance, order or regulation, or by reason of any act, neglect, or omission of Concessionaire or of any officer, agent, or employee of Concessionaire. Any violation of this paragraph or any other provision of this Agreement by Concessionaire shall be construed as a material breach of this Agreement, authorizing the termination thereof at the election of Port unless Concessionaire, on notice to it in writing, takes prompt remedial measures acceptable to Port.

21. RULES. Concessionaire hereby agrees to observe and obey all rules regulations and minimum standards, promulgated from time to time by Port, governing conduct on and operations at the Airport and use of its facilities, except that Port agrees that any such rules and regulations promulgated shall not be inconsistent with any legally authorized rule or regulation of the Federal Aviation Administration that may be binding on Concessionaire.
22. CONFIDENTIALITY. Airport and its agents and employees shall use due care to treat confidentially all matters pertaining to Concessionaire's business, except those things which of necessity must become part of a public record, it being recognized that the Port is subject to Washington state law regarding open records and open meetings. The Parties expressly acknowledge and agree that this Agreement is subject to open records and open meetings laws of the State of Washington, and that certain information disclosed pursuant to this Agreement may be subject to public disclosure, pursuant to the provisions of the Washington State Open Public Records Act, as may be amended from time to time. The parties shall severally abide by such open records and open meetings laws, and no claim shall lie with respect to any party's disclosure of information based upon a good faith belief that such disclosure was required by Washington State law.
23. PRESENCE. This Agreement and amounts paid hereunder relate to a lease for Concessionaire's presence on the Airport, and except as is otherwise specifically provided herein, no square footage of building or parking area space is hereby leased.
24. FAA REGULATIONS. Concessionaire, in the use of the Airport, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons or in any manner prohibited by Part 15 of the Federal Aviation Regulations, and Concessionaire further agrees to comply with any requirement made to enforce the foregoing which may be demanded of Airport by the United States Government under the Airport Port of said Part 16. Concessionaire further agrees to comply with all requirements of the Federal Aviation Administration that may be imposed upon the Port.
25. LOSS OF AIRLINE. Notwithstanding any other provision of this Agreement, in the event of a suspension of activity by scheduled, commercial airline, rent as hereinbefore provided for shall be abated proportionately on a mutually agreeable and negotiated basis.
26. NONEXCLUSIVITY. Concessionaire shall have the right and privilege of engaging in and conducting the business of an automobile rental agency on the premises of the Airport under the terms and conditions as set forth in this Agreement; provided, however, that this Agreement shall not be construed in any manner to grant Concessionaire, or those claiming under it, the exclusive right to use the premises or facilities of said Airport other than those premises, of any, leased exclusively to Concessionaire hereunder.

27. DISPOSAL OF AUTOMOBILES. Notwithstanding any other provision of this Agreement, Concessionaire shall be allowed to dispose of its own used automobiles by offering the same for sale and such sale or sales may be accomplished at the Airport provided, however, that the use of any advertising signs or the conduct of any auction or general public sale of automobiles shall be subject to the control of the Port and its permission must be obtained prior to erecting or utilizing any advertising signs or conducting any such auction or general public sale. The conditions imposed may include, but not be limited to, a prohibition on the appearance of a "sale lot". The automobiles to be sold by Concessionaire at the Airport shall be only those automobiles owned by it and used in its rental car business.
28. ADDITIONAL RENTAL AGENCY. Port agrees with Concessionaire that it is the Port's policy to allow additional rental car agencies to operate at the Airport provided that after the Port shall give six months' notice to Concessionaire, before permitting another rental car operator to begin operations at the Airport. Should another rental car operator begin operations at the Airport, Port agrees to negotiate with Concessionaire to determine a new guaranteed minimum. The parties acknowledge and agree that this paragraph is for the purpose of allowing Concessionaire and other existing automobile rental agencies sufficient time to plan and program automobile purchases and disposals so as to better serve the public. Additional car rental shall mean an addition beyond the current number of car rental agencies operating at the airport at the time the parties enter into this agreement. Upon entering into this agreement there are two car rental concessionaires, one on-site and one off-site with pickup and drop-off privileges.
29. TAXES. Concessionaire agrees to pay all lawful taxes and assessments which, during the term hereof or any extension as provided herein, may become a lien or which may be levied or charged by the state, county, Port, or other tax-levying body upon the leased premises herein or upon any taxable interest acquired by Concessionaire in this Agreement or any taxable possessory right which Concessionaire may have in or to the leased premises or the improvement thereon by reason of Concessionaire's occupancy thereof or otherwise to include the Washington State Leasehold tax.
30. SECURITY – FEDERAL REGULATIONS.
- A. Concessionaire recognizes the obligation for security on the leased premises as prescribed by the Federal Aviation Administration and Transportation Security Administration regulations and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles on its leased premises and the aircraft operations area.
 - B. Concessionaire further agrees to abide by reasonable rules and regulations adopted by the Port in carrying out the Port's obligations under the Federal Aviation Administration and Transportation Security Administration regulations and other security measures the Port deems necessary from time to time, for the proper identification of persons and vehicles entering the aircraft operations area all as the same may be added to or modified by the Federal Aviation Administration or Transportation Security Administration.

- C. Concessionaire shall reimburse the Port in full for any fines or penalties assessed or levied against the Port for security violations as a result of any actions or omissions on the part of Concessionaire, its agents, suppliers, or employees for any violation occurring at any aircraft access point under the control of Concessionaire or resulting in any way from the act or omission of Concessionaire.

29. NOTICES. All notices and other communications required herein shall be in writing, mailed by certified mail, return receipt requested, to the last known address of the other party, to be effective on the date of mailing. The address of each party, unless otherwise notified as required herein, is stated in the first paragraph of this agreement

30. LIABILITY. Unless the liability for damage or loss is caused by the acts or negligence of Port or its agents, Concessionaire shall defend and hold Airport harmless from any liability for damages to any person or property in or upon the leased premises, including the person or property of Concessionaire, and its employees and all persons in the leased premises at Concessionaire's invitation and from all damages resulting from Concessionaire's failure to perform the covenants of this Agreement.

31. SURRENDER. On the expiration date or upon the earlier termination hereof, Concessionaire shall peaceably surrender the leased premises in good order, condition, and repair, reasonable wear and tear only accepted. Concessionaire shall promptly surrender all keys for the leased premises to Airport upon expiration of this Agreement.

32. HOLDING OVER. In the event Concessionaire remains in possession of the leased premises after the expiration of this Agreement and without the execution of a new Agreement, it shall be deemed to be occupying the leased premises from month to month, subject to all the conditions, provisions, and obligations of this Agreement.

33. GENERAL.

- A. The Agreement does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Port and Concessionaire, the sole relationship between the parties hereto being that of Port and Concessionaire.
- B. The titles and headings used herein are for convenience only and do not constitute any part of this Agreement.

34. NONDISCRIMINATION

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises ("DBE") as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR § 23.5. Consequently, this Agreement is subject to 49 CFR Part 23 as applicable. The Concessionaire hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex. The Concessionaire hereby assures that it will include the preceding nondiscriminatory statements in all subleases and cause sub-Concessionaires to similarly include clauses in further subleases.

35. ACDBE REQUIREMENTS

35.1 ACDBE Participation. In accordance with the regulations of the US Department of Transportation, 49 CFR Part 23, the Port has implemented an Airport Concession Disadvantaged

Business Enterprise (ACDBE). Concessionaire agrees that it will comply with any applicable provisions of the ACDBE program approved by the Federal Aviation Administration and shall comply fully with the reporting provisions herein outlined.

- A. Concessionaire shall not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23.
- B. Concessionaire shall include the provisions of this Section in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the Section in further agreements.
- C. Concessionaire shall cooperate with Port in the Walla Walla Regional Airport's policies to ensure that contracting, subcontracting and purchasing opportunities available under this Agreement are accessible and available to all qualified business owners, including ACDBE's.

35.2 ACDBE Plan and Reports.

- A. Concurrently with submittal of signed Agreement, Concessionaire shall submit an ACDBE Plan, which Plan shall be attached to this Agreement as *Attachment B* upon approval by the Port. Concessionaire agrees that, at a minimum, within forty five (45) days following the end of each calendar year of the term of this Agreement, it will provide a report to the Airport, in a form attached hereto as *Exhibit C* (or other form as reasonably approved by Port), describing the dollar value of vehicles and other goods and services purchased by the Concessionaire from each ACDBE described on *Exhibit C* (and each substitute ACDBE obtained pursuant to this Section for each calendar year of the term of this Agreement).
- B. If an ACDBE is terminated by the Concessionaire, then the Concessionaire must make a good faith effort, in accordance with the requirements of 49 CFR Section 3.25(e)(1)(iii) and (iv), and 49 CFR Section 26.53, to find another ACDBE to substitute for the original ACDBE to sell the same amount of vehicles and other goods and services under the contract as the ACDBE that was terminated.
- C. Concessionaire's breach of its obligations under this Section shall constitute an event of default by Concessionaire and shall entitle the Port to exercise all of its contractual and legal remedies, including termination of this Agreement.

- 36. REPRESENTATION OF PARTIES. The Parties each represent and warrant that they have been fully- advised with respect to their respective rights and obligations under this Agreement, and have consulted with counsel of their own choosing with respect to this Agreement, or have had the opportunity to so consult.
- 37. FURTHER ASSURANCES. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

38. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between and among the Parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the Parties.
39. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the performance of any and all provisions of this Agreement.

IN WITNESS WHEREOF, The parties hereto execute this Agreement to be effective the day and year first above written.

LESSOR:

CONCESSIONAIRE:

Port of Walla Walla

Car Rental Company

By: _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

EXHIBIT “A”



