
06/01/17

**PART I - INSTRUCTIONS TO PROPOSERS
REQUEST FOR PROPOSAL
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**

**REQUEST FOR PROPOSALS
MANAGEMENT AND OPERATION OF
PUBLIC PARKING FACILITIES AT
ASHEVILLE REGIONAL AIRPORT**

Proposal Due Date: July 14, 2017 @ 2:00pm EDT



I. Introduction

The Greater Asheville Regional Airport Authority ("Authority") is seeking proposals from qualified firms ("Proposer" or "Respondent") interested in managing and operating the public parking facilities at Asheville Regional Airport. The enclosed documents provide the instructions, background information, forms, and proposed Management Agreement from which Respondents are to develop their proposals to the Authority.

II. Instructions to Proposers

A. Investigation of Conditions:

The submission of a Proposal shall constitute conclusive evidence that the

Proposer has investigated all technical specifications, site conditions, the manner and environment in which the service will be provided and is aware of circumstances, procedures, and requirements affecting the service to be provided. The attention of the Proposer is specifically directed to, and Proposer will be conclusively presumed to have read and become familiar with, all Proposal Documents.

B. Pre-Proposal Conference:

1. A **pre-proposal conference** will be held at 10:00 a.m. on June 29, 2017, at the Authority Offices, Board Room, 2nd Floor Terminal Building, 61 Terminal Drive, Suite 1, Fletcher, NC 28732.
2. The purpose of the pre-proposal conference will be to discuss the requirements and the objectives of the RFP, and to tour the existing public parking facilities; no other discussion or site visits will be offered or allowed.
3. Modifications of or clarifications to the RFP resulting from the pre-proposal conference will be made available to all Proposers of record who requested proposal packages.

C. Proposal Format:

All firms (Proposers) who would like to be considered for a contract to manage and operate the public parking facilities at the Asheville Regional Airport are required to complete and submit the Proposal Form included in Part III, together with the supporting information requested therein. Proposers are required to complete all parts of the form and provide all required information.

D. Submission and Opening of Proposals:

1. The original and five copies of the Proposal shall be mailed or delivered by Respondent to the offices of the Airport Authority no later than 2:00 p.m. on July 14, 2017:

Greater Asheville Regional Airport Authority
Attn: Executive Director
61 Terminal Drive, Suite 1
Fletcher, NC 28732

In the following format:

- a. The Proposal Forms and all other information required by the Proposal Documents must be submitted in a sealed envelope clearly addressed and identified as follows:

PROPOSAL FOR: Public Parking Services for the Asheville Regional Airport

- b. If mailed by regular mail or transmitted via overnight courier, the sealed envelope containing the Proposal Forms and all other information required shall be in an outer envelope addressed as listed above and identified as follows:

PROPOSAL FOR: Public Parking Services for the Asheville Regional Airport

2. Only proposals received in the Authority's Administrative Offices, Second Floor Terminal Building, prior to the date and time specified in D(1) above shall be considered. Proposals received after said time and date will be returned unopened. The time and date of receipt shall be recorded on the envelope(s). There shall be no public opening of proposal submissions.
3. All proposals submitted pursuant to this RFP will become the property of the Authority and will not be returned. However, if any portion of the proposal qualifies under applicable law and is marked proprietary or confidential and is highlighted, this portion can be returned after award of the contract, if requested.
4. Proposers must sign and have notarized, the "Proposer's Affidavit" which is part of the Proposal Form. This affidavit covers non-collusion and non-conflict of interest. Any Proposal that does not include the properly executed affidavit will be declared invalid.
5. Proposals must be submitted in such manner as to make them complete and free from ambiguity, without alterations or erasures.
6. Proposals submitted shall be firm and irrevocable for a period of 90 days from submission.
7. A Certified, Cashier's of Official Bank Check on any national or state bank in the amount of \$10,000.00, made payable to the Greater Asheville Regional Airport Authority, must accompany each Proposal as a guarantee that the Proposer will not withdraw its Proposal for a period of 120 days after opening of the Proposals, and in the event the management contract is awarded to the Proposer, it will, within 30 days after Notice of Award and Acceptance of its management contract, enter into an agreement with the Greater Asheville Regional

Airport Authority, failing which it shall forfeit the amount submitted as liquidated damages.

III. Evaluation and Selection Process

A. Competitive Proposal.

The Authority has determined that competitive sealed bidding is not practicable, nor fiscally advantageous, for the procurement of services for the management and operation of the public parking facilities at the Asheville Regional Airport; therefore, these services are being procured by competitive Proposal pursuant to the Authority's procurement procedures.

B. Factors to be Used in Evaluating Written Proposals.

The following factors shall be used by the Authority in evaluating the completed Proposal and determining the two or more Proposers deemed to be fully qualified and best suited to provide the requested services. These factors may also be further evaluated by the Authority based upon unannounced visits by Authority staff to one or more of Proposers' operations, as well as by reference checks.

1. Responsiveness to Request for Proposals
 - a. Requested information was provided.
 - b. Proposal was clear and concise.
 - c. Proposal evidences a clear understanding by Respondent of the nature and scope of services being requested.
2. The rate of "Percentage Compensation" and "Fixed Compensation" offered by Proposer.
3. Proposer's Financial Capability to Provide the Services
 - a. Financial ability to staff, equip and operate the public parking facilities at the Airport.
 - b. Demonstrated strong financial history.
 - c. Quality of financial references.
4. Proposer's Overall Capability to Provide the Services
 - a. Number of years Proposer has been in business.
 - b. Relevant parking management and operations experience.
 - c. Relevant experience and qualifications of key personnel.
 - d. Experience and approach in the recruitment and training of managers and other employees.
 - e. Financial management and revenue control experience.
 - f. Knowledge and experience with purchasing, maintaining and upgrading parking and revenue control equipment technology and installations.

g. Quality of Proposer's operations at other airports.

5. Proposer's Similar Experience

- a. Experience evidences ability to competently address the requirements and needs of public parking facilities at small or non hub airports, operating 24 hours per day.
- b. Experience evidences the competence to maintain and, if necessary, upgrade revenue control facilities and parking equipment, especially those brands currently existing at the Asheville Regional Airport.
- c. Experience evidences the ability to competently undertake and operate a safe and reliable shuttle service to and from the public parking lots.
- d. Experience and submission evidences the competence to develop a management and operations plan to meet the needs of the Airport's public parking requirements.

6. Proposer's Submissions

- a. Proposer's operating and management concept meets the goals and objectives of the Greater Asheville Regional Airport Authority.
- b. Proposer's preliminary financial plan evidences the Proposer's ability to upgrade operations and equipment while at the same time maximizing gross receipts from the Airport's public parking facilities.
- c. The quality of Proposer's recommendation for maintaining parking, revenue control and operating equipment.

C. Selection Procedure:

Based upon the factors outlined in Section B above, the Greater Asheville Regional Airport Authority representatives will rank all Proposers as being fully qualified and best suited among those submitting Proposals to provide the requested services.

Dialogue shall then be conducted with the first ranked Proposer selected. Such talks may include in person presentation and interview, submission of supplemental written information, etc. This process may also include, but not be limited to, evaluation of the following:

1. Additional reference checks regarding past and present parking operations.
2. Evaluation of Proposers' current operations.
3. The proposed rate of "Percentage Compensation".
4. Proposer's approach to developing and quality of content of an operational plan and policies and procedures to address the needs of Asheville Regional Airport's public parking facilities and its parking

- patrons.
5. Proposer's proposed pro forma financial plan.
 6. Proposer's proposed rate of pay for site personnel.
 7. The proposed Site Manager and the means and manner for selecting the Manager and any replacement Manager.

Based upon the results of these discussions and the information gained during the written proposal stage of the selection process, selected members of the Authority's representatives shall select the Proposer, which in the joint opinion of the representatives, has made the best proposal.

If after the written proposals are reviewed, the Authority representatives shall determine in writing that only one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and recommended by the Executive Director for award by the Authority to that Proposer.

D. Agreement Award:

It is expected that the Executive Director will make a recommendation of contract award to the Greater Asheville Regional Airport Authority for its consideration and approval. Formal award of the contract will be made by the Authority after considering the recommendation of the Executive Director.

E. Rejection of Proposals:

1. At any time, up to the hour and date set for receipt of Proposals, Proposer may withdraw its Proposal by requesting in writing to the Authority. After the scheduled time of receipt of Proposals, Proposer will not be permitted to withdraw its Proposal and the submission of a Proposal will constitute a valid Proposal subject to acceptance by the Authority.
2. The Authority reserves the right to reject any and all Proposals, waive any irregularities in any Proposal, and to negotiate for the modification of any Proposal. The Authority reserves the right to accept the Proposal which in its sole judgment, is deemed the most desirable and advantageous to it from the standpoint of customer service and value, and concept of operation, even though such Proposal may not on its face appear to be the lowest and best price to the Authority.
3. Any Proposal, which is incomplete, conditional, ambiguous, obscure, or which contains additions or alterations not called for, or irregularities of any kind, may be rejected for such reason or reasons.

F. Execution of Agreement:

The successful Proposer shall be required, within 30 consecutive calendar days after the receipt of a notice of contract award, to execute and return the contract as negotiated, as well as any required insurance documentation and performance guarantees. Should the successful Proposer fail to execute and return the contract, required insurance and the performance guarantee within the time allowed, the Executive Director may proceed to complete negotiations with the next highest ranked Proposer and the Authority will rescind the earlier award and re-award the contract at a later meeting.

G. Final Award:

The award shall not be final and effective, nor shall the Authority be legally bound, until the fully executed agreement is returned to the successful Proposer.

IV. Proposed Schedule For Proposal Process

The following is a tentative schedule which has been established by Authority for the proposal process to select a successful Proposer to manage and operate the public parking facilities at Asheville Regional Airport. This schedule shall be subject to modification by Authority at its sole discretion:

- RFP issued – June 9, 2017
- Pre-Proposal Conference – June 29, 2017, 10:00 a.m.
- All questions & comments to be submitted - July 7, 2017, 4:00 p.m.
- Responses to all questions & comments – July 12, 2017
- Proposals due – July 14, 2017, 2:00 p.m.
- Proposer In-Person Interviews (if necessary) – Week of July 24, 2017
- Proposed Contract award – August 11, 2017
- Successful Proposer's contract begins November 1, 2017 at 12:01 a.m.

**PART II - INSTRUCTIONS TO PROPOSERS
REQUEST FOR PROPOSAL
ASHEVILLE REGIONAL AIRPORT AUTHORITY**

**REQUEST FOR PROPOSALS
MANAGEMENT AND OPERATION OF
PUBLIC PARKING FACILITIES AT
ASHEVILLE REGIONAL AIRPORT**

I. Airport, Passenger, and Parking Facility Information

The following background information regarding the Asheville Regional Airport (Airport), its public parking facilities, scheduled airlines, airport passengers and current parking operations is provided to assist each Respondent in understanding this proposal opportunity and developing its proposal to the Authority.

A. Information Regarding the Airport

The Asheville Regional Airport (Airport) is operated by the Greater Asheville Regional Airport Authority. The Authority is a body corporate and politic established pursuant to North Carolina State Statutes in 2012. The Authority Board is comprised of seven members, two of whom are appointed by the Buncombe County Board of Commissioners, two of whom are appointed by the City of Asheville, and two of whom are appointed by the Henderson County Board of Commissioners. The seventh member, an at-large position from either Buncombe County or Henderson County, is appointed by the six members of the Authority.

Lew Bleiweis, A.A.E. serves as Executive Director. Michael Reisman, A.A.E. serves as Deputy Executive Director, Planning and Operations. The parking operation falls under the direction of Mr. John Coon, A.A.E., Director of Operations and Maintenance.

The Airport is a non or small hub commercial service airport located in North Carolina within the City of Asheville. The Airport's terminal building is approximately 110,000 square feet with 7 airline gates.

The Airport has approximately 25 daily departures. They are provided by American Airlines, Delta Air Lines, United Airlines, Allegiant Air, and Elite Airways. The airline schedules for July & August 2017 are included as Part II - **Attachment A**.

For calendar year 2015, the Airport enplaned 392,713 passengers and reported 16,000 air carrier operations. For the calendar year 2016, the airport enplaned 414,606 passengers and reports 16,374 air carrier operations. A summary of calendar year 2016 enplaned passengers at the Airport follows:

<u>Airline</u>	<u>Market Share</u>	<u>Enplanements</u>
Allegiant	31.0%	126,793
American	24.0%	100,854
Delta	34.0%	141,828
Elite	0.0%	0
United	11.0%	45,131
Total	100.0%	<u><u>414,606*</u></u>

Enplaned passenger figures reported to the Airport for calendar years 2010 through 2016 are listed on Part II - **Attachment B**.

B. Public Parking Facilities

The current public parking facilities at the Airport are shown and detailed in Part IV – **Exhibit A**.

C. Information on Current Operations

The public parking facilities at the Airport are currently being operated by SP+, Inc. under a contract with the Authority which was originally entered into on April 1, 2008. SP+ is currently paid an estimated amount of \$35,000 per month.

The following are reported gross revenues from the Airport’s public parking facilities for calendar years 1997 through 2006.

<u>YEAR</u>	<u>Gross Revenues</u>
2007	\$2,162,782
2008	\$2,329,056
2009	\$2,353,507
2010	\$2,341,015
2011	\$2,555,433
2012	\$2,655,398
2013	\$2,546,919
2014	\$2,867,755
2015	\$3,161,537
2016	\$3,296,169

D. Parking and Revenue Control Equipment

Existing parking and revenue control and operating equipment utilized in operation of the public parking facilities is owned by the Authority. Attached to the proposed Management Agreement included within Part IV of this RFP is an inventory of this equipment listing the equipment by type, age, location, and condition.

E. Parking Rates

Parking rates currently in effect as of July 1, 2017 will be as follows:

<u>Short Term</u>	<u>Rate</u>	<u>Long Term</u>	<u>Rate</u>
½ Hour (4 Hour Max)	\$1.00	0-1 Hour	\$1.50
Per Day (After first 4 hours)	\$25.00	Each additional Hr	\$1.50
		Per Day	\$8.00
		Per Week	\$48.00

The Authority shall be re-evaluating parking rates to include rates for the parking garage and anticipates setting new rates effective November 1, 2017. The Authority also reserves the right to make adjustments to parking rates during the term of the contract, the level and amount and timing of said adjustments shall be at the sole discretion of the Authority. The successful Proposer will be expected to provide the Authority with rate adjustment recommendations, including supporting financial analyses.

F. Airport Master Plan Update Parking Recommendations

Parking facility additions may occur over the period of the proposed Management Agreement and, if implemented, the successful proposer will be required to manage and operate these facilities in addition to existing public parking facilities.

G. Qualifications on Data and Information

The financial and statistical information provided in various sections above is from data reported to the Authority and is for informational purposes only. The Authority does not warrant the accuracy of said information nor does it represent in any way that passenger enplanements levels or gross revenues achieved in the past will be achieved in future years. Each Proposer shall assume the responsibility of assessing on its own behalf potential Airport passengers and gross revenues at the public parking facilities.

II. Synopsis of Proposed Management Agreement

The proposed Management Agreement contained in Part IV of this Request for

Proposals document provides the detailed terms and conditions under which the successful Proposer will be required to manage and operate the public parking facilities at Asheville Regional Airport. Proposers should carefully review this document as it will be executed by the Authority and the successful Proposer in substantially the form presented. Highlights of certain key terms of this Agreement follow:

A. The Role of The Manager

Under the proposed Management Agreement, the Authority will charge the successful Proposer with the responsibility and duty to be a pro-active management resource to the Authority, assuming the primary management role in planning, providing, managing, scheduling, equipping, operating, and maintaining public parking facilities, services, and resources for and on behalf of the Authority. In furtherance of this responsibility to Authority, the Proposer shall be required to provide the management planning, marketing, and customer service expertise, financial and operational management expertise, and personnel, labor, materials, supplies, and equipment necessary to maintain and operate the Airport's public parking facilities in a safe, efficient and fiscally responsible manner.

B. Development of Comprehensive Management and Operations Plan

No less than 30 days prior to effective date of the proposed Management Agreement, the successful Proposer will be required to develop and submit a comprehensive set of directives and procedures under which it will manage and operate the Airport's public parking facilities and incorporate the same into a Procedures Manual with directives to be approved by the Director of Operations and Maintenance. The Authority recognizes that there may be certain elements of the Procedures Manual which cannot be completed within this time-frame because of the lack of information or the need for a final decision on the matter. However, the successful Proposer will be expected to complete the same as soon as the information is available or the decision concerning the same is made. The procedures and directives will cover all aspects of operations including, but not limited to, hiring and training employees, manpower and pay schedules, customer service procedures, revenue control procedures, snow and ice control procedures, maintenance procedures and emergency procedures.

C. Term of Agreement

The proposed Management Agreement will be for a term expiring at midnight on October 31, 2022, with earlier termination rights by the Authority. It is anticipated that the term of the Management Agreement will commence on or about November 1, 2017. The Authority at its sole discretion may offer an extension of the Agreement for up to five years.

D. Reimbursements and Compensation

The successful Proposer will be reimbursed ("Reimbursements") for its reasonable and necessary and allowable, direct salary and wage cost, related fringe benefits and direct non-salary expenses, including amortization for equipment acquisitions and improvements ("Amortization Payment"), all within an annual budget submitted by Manager and approved by the Executive Director each year. In addition, the successful Proposer will be paid a management fee ("Manager's Compensation") to cover overhead, certain expenses not allowed as Reimbursement (see proposed Management Agreement for details) and profit. Manager's Compensation shall be that rate of Manager's Percentage Compensation agreed to by the Authority and the successful Proposer as part of this proposal process, applied to the amount of "Net Operating Revenue" plus Amortization Payments, if any, (Percentage Compensation), if any, subject to a minimum Manager's Fixed Compensation per Contract Year (Fixed Compensation). The Manager's Fixed Compensation will be adjusted on July 1 of each year of the Contract based upon the difference in the U.S. Bureau of Labor Statistics CPI for all urban consumers, all items, U.S. City Average occurring between November of the prior calendar year and November of the then current calendar year. The resulting annual rate shall be limited to an amount not to exceed five percent increase over the prior year. The proposed Management Agreement provides detailed descriptions of Reimbursements and Manager's Compensation.

E. Performance Guarantee and Insurance

The successful proposer will be required to provide the Authority with a performance guarantee in the amount of \$300,000.00 and evidence of comprehensive commercial liability, including garage-keepers legal liability insurance, and other insurance coverages required by the proposed Management Agreement contained in Part IV of these RFP documents. Proposers should review performance guarantee and insurance requirements in further detail.

F. Other Terms:

The above summary of terms is offered as general assistance to prospective Proposers; however, each Proposer is strongly encouraged to review each and every term of the proposed Management Agreement for terms and conditions that are of particular interest to it.

ASHEVILLE REGIONAL AIRPORT

Flight Schedules – July and August 2017

Arrivals: Non-stop flight schedule July 2017



<i>From</i>	<i>Airline</i>	<i>Flight</i>	<i>Dep Time</i>	<i>Arrv Time</i>	<i>Days of Operation</i>	<i>Aircraft</i>
Atlanta						
	Delta	5476	9:05 AM	9:58 AM	.....6.	CR9
	Delta	5476	9:05 AM	10:00 AM	12345..	CR9
	Delta	5476	9:05 AM	10:03 AM	.....7	CR9
	Delta	520	10:25 AM	11:20 AM	.....6.	717
	Delta	520	10:25 AM	11:21 AM	.....7	717
	Delta	520	10:25 AM	11:22 AM	12345..	717
	Delta	5406	12:15 PM	1:13 PM	.....6.	CRJ
	Delta	5406	12:15 PM	1:14 PM	12345.7	CRJ
	Delta	5584	1:55 PM	2:52 PM	1234567	CRJ
	Delta	5391	4:20 PM	5:20 PM	.....6.	CRJ
	Delta	5391	4:20 PM	5:22 PM	12345.7	CRJ
	Delta	5132	6:30 PM	7:30 PM	12345.7	CRJ
	Delta	2492	8:50 PM	9:52 PM	.....6.	717
	Delta	2492	8:50 PM	9:54 PM	12345.7	717
	Delta	5399	10:45 PM	11:41 PM	.....6.	CRJ
	Delta	5399	10:45 PM	11:44 PM	12345.7	CRJ
Charlotte						
	American	5581	7:30 AM	8:15 AM	1.34567	CR9
	American	5581	7:30 AM	8:15 AM	.2.....	CR2
	American	5406	9:40 AM	10:36 AM	12345..	CR7
	American	5406	9:40 AM	10:36 AM	.....6.	CR2
	American	4788	11:14 AM	12:08 PM	1234567	DH3
	American	5615	1:00 PM	1:45 PM	12345.7	CR2
	American	5239	2:44 PM	3:37 PM	.....6.	CR9
	American	4858	2:44 PM	3:41 PM	12345.7	DH3
	American	5370	4:09 PM	4:59 PM	1234567	CR7
	American	5326	8:00 PM	8:48 PM	1234567	CR2
	American	5328	10:30 PM	11:19 PM	1234567	CR9
Chicago						
	United	5007	7:05 AM	9:52 AM	1234567	CR2
	United	5013	10:45 AM	1:32 PM	1234567	CR2
	United	5136	1:45 PM	4:42 PM	1234567	CR2
	United	5060	7:00 PM	9:49 PM	1234567	CR2

Tuesday, May 30, 2017

From	Airline	Flight	Dep Time	Arrv Time	Days of Operation	Aircraft
<i>Ft. Lauderdale</i>						
	Allegiant	1716	8:00 AM	9:55 AM	.2.....	320
	Allegiant	1716	5:31 PM	7:26 PM	..3....	320
	Allegiant	1205	6:06 PM	8:01 PM	...4..7	M80
	Allegiant	1205	6:40 PM	8:35 PM	.....6.	M80
<i>LaGuardia</i>						
	Delta	3825	9:10 AM	11:29 AM	.....6.	CRJ
<i>Newark</i>						
	Allegiant	1233	10:00 AM	12:00 PM	.2.4..7	M80
	Allegiant	1233	12:00 PM	2:00 PM	.....6.	M80
	United	100	2:45 PM	4:38 PM	1234567	320
<i>Orlando (Sanford)</i>						
	Allegiant	642	6:55 AM	8:23 AM	..3....	M80
	Allegiant	642	7:47 AM	9:15 AM	.....6.	320
	Allegiant	642	7:53 AM	9:21 AM	.2.....	320
	Allegiant	642	2:36 PM	4:04 PM	1.....	M80
	Allegiant	642	3:45 PM	5:13 PM	.....5..	M80
<i>Punta Gorda/Ft. Myers</i>						
	Allegiant	1676	6:15 AM	7:55 AM	.....6.	320
	Allegiant	1207	3:27 PM	5:13 PM	..3....	M80
	Allegiant	1207	4:19 PM	5:59 PM	1...5..	M80
<i>St. Pete-Clearwater</i>						
	Allegiant	2810	7:00 AM	8:35 AM	.2.....	320
	Allegiant	2810	10:08 AM	11:43 AM	.....6.	M80
	Allegiant	1203	8:19 PM	9:54 PM	.....7	M80
	Allegiant	1203	8:29 PM	10:04 PM	...4...	M80
	Allegiant	1203	9:05 PM	10:40 PM	1...5..	M80
<i>Vero Beach</i>						
	Elite	304	8:00 AM	9:30 AM	...4..7	CR2
<i>Washington, D.C. (Baltimore)</i>						
	Allegiant	1245	5:31 PM	6:53 PM	1...5..	M80

Tuesday, May 30, 2017

From	Airline	Flight	Dep Time	Arrv Time	Days of Operation	Aircraft
-------------	----------------	---------------	-----------------	------------------	------------------------------	-----------------

Jets:

CR3 - 37 Seats	ER4 - 50 Seats
CR2 - 40 Seats	ERJ - 50 Seats
CRJ - 50 Seats	717 - 117 Seats
CR7 - 70 Seats	73G - 137 Seats
CR-9 - 76 Seats	737 - 148 Seats
ER3 - 37 Seats	M80/88 - 150 Seats
ERD - 44 Seats	D95 - 127 Seats
319 - 126 Seats	320 - 176 Seats

Props:

DH8 - 37 Seats
DH3 - 50 Seats

Note: All flight schedules are subject to change.

Please confirm available flights with each individual airline.

Days of Operation:

1 (Monday)	4 (Thursday)	7 (Sunday)
2 (Tuesday)	5 (Friday)	
3 (Wednesday)	6 (Saturday)	

Tuesday, May 30, 2017

Departures: Non-stop flight schedule July 2017



<i>To</i>	<i>Airline</i>	<i>Flight</i>	<i>Dep Time</i>	<i>Arrv Time</i>	<i>Days of Operation</i>	<i>Aircraft</i>
<i>Atlanta</i>						
	Delta	5437	5:50 AM	6:47 AM	.....6.	CRJ
	Delta	5437	5:50 AM	6:48 AM	12345.7	CRJ
	Delta	1504	7:15 AM	8:12 AM	.....6.	717
	Delta	1504	7:15 AM	8:13 AM	12345.7	717
	Delta	5476	10:25 AM	11:28 AM	1234567	CR9
	Delta	520	12:00 PM	1:05 PM	1234567	717
	Delta	5406	1:40 PM	2:49 PM	1234567	CRJ
	Delta	5584	3:30 PM	4:32 PM	12345.7	CRJ
	Delta	5584	3:30 PM	4:29 PM	.....6.	CRJ
	Delta	5391	5:55 PM	6:58 PM	12345.7	CRJ
	Delta	5391	5:56 PM	6:58 PM	.....6.	CRJ
	Delta	5132	7:50 PM	8:56 PM	12345.7	CRJ
<i>Charlotte</i>						
	American	5048	6:00 AM	6:52 AM	1234567	CR2
	American	5316	7:35 AM	8:31 AM	1234567	CR9
	American	5581	9:15 AM	10:23 AM	1.34567	CR9
	American	5581	9:15 AM	10:24 AM	.2.....	CR2
	American	5273	11:10 AM	12:12 PM	12345..	CR7
	American	5406	11:10 AM	12:13 PM	.....6.	CR2
	American	4788	12:40 PM	1:44 PM	1234567	DH3
	American	5615	2:15 PM	3:20 PM	12345.7	CR2
	American	4858	4:08 PM	5:07 PM	12345.7	DH3
	American	5239	4:08 PM	5:09 PM	.....6.	CR9
	American	5306	5:40 PM	6:39 PM	1234567	CR7
<i>Chicago</i>						
	United	5000	5:54 AM	6:50 AM	1234567	CR2
	United	5024	10:22 AM	11:18 AM	1234567	CR2
	United	5010	2:03 PM	2:59 PM	1234567	CR2
	United	5128	5:12 PM	6:23 PM	1234567	CR2
<i>Ft. Lauderdale</i>						

Tuesday, May 30, 2017

To	Airline	Flight	Dep Time	Arrv Time	Days of Operation	Aircraft
	Allegiant	1204	10:00 AM	11:53 AM	...4..7	M80
	Allegiant	1204	10:30 AM	12:23 PM	.....6.	M80
	Allegiant	1717	10:40 AM	12:33 PM	.2.....	320
	Allegiant	1717	8:11 PM	10:04 PM	..3....	320
LaGuardia						
	Delta	3825	12:50 PM	2:55 PM	.....6.	CRJ
Newark						
	Allegiant	1232	7:00 AM	9:00 AM	.2.4..7	M80
	Allegiant	1232	9:10 AM	11:10 AM	.....6.	M80
	United	39	5:30 PM	7:25 PM	1234567	320
Orlando (Sanford)						
	Allegiant	643	9:08 AM	10:35 AM	..3....	M80
	Allegiant	643	10:00 AM	11:27 AM	.....6.	320
	Allegiant	643	10:06 AM	11:33 AM	.2.....	320
	Allegiant	643	4:49 PM	6:16 PM	1.....	M80
	Allegiant	643	5:58 PM	7:25 PM	....5..	M80
Punta Gorda						
	Allegiant	1206	8:00 AM	9:37 AM	1.3.5..	M80
	Allegiant	1677	8:40 AM	10:17 AM	.....6.	320
St. Pete-Clearwater						
	Allegiant	2811	9:20 AM	10:55 AM	.2.....	320
	Allegiant	2811	12:28 PM	2:03 PM	.....6.	M80
	Allegiant	1202	12:45 PM	2:20 PM	...4..7	M80
	Allegiant	1202	6:43 PM	8:20 PM	1...5..	M80
Vero Beach						
	Elite	303	3:00 PM	4:30 PM	...4..7	CR2
Washington, D.C. (Baltimore)						
	Allegiant	1244	8:30 AM	9:53 AM	1...5..	M80

Jets:

CR3 - 37 Seats
 CR2 - 40 Seats
 CRJ - 50 Seats
 CR7 - 70 Seats
 CR-9 - 76 Seats
 ER3 - 37 Seats
 ERD - 44 Seats
 319 - 126 Seats

ER4 - 50 Seats
 ERJ - 50 Seats
 717 - 117 Seats
 73G - 137 Seats
 737 - 148 Seats
 M80/88 - 150 Seats
 D95 - 127 Seats
 320 - 176 Seats

Props:

DH8 - 37 Seats
 DH3 - 50 Seats

Note: All flight schedules are subject to change.

Please confirm available flights with each individual airline.

Days of Operation:

1 (Monday) 4 (Thursday) 7 (Sunday)
 2 (Tuesday) 5 (Friday)
 3 (Wednesday) 6 (Saturday)

Tuesday, May 30, 2017

Arrivals: Non-stop flight schedule August 2017



<i>From</i>	<i>Airline</i>	<i>Flight</i>	<i>Dep Time</i>	<i>Arrv Time</i>	<i>Days of Operation</i>	<i>Aircraft</i>
<i>Atlanta</i>						
	Delta	5476	8:33 AM	9:36 AM	1.....	CR9
	Delta	5130	8:50 AM	9:45 AM	.2345..	CR9
	Delta	5130	9:05 AM	9:58 AM	.....6.	CR9
	Delta	5130	9:05 AM	10:03 AM	.....7	CR9
	Delta	4498	10:25 AM	11:29 AM	1.....	CRJ
	Delta	5333	11:35 AM	12:33 PM	.....6.	CR7
	Delta	5333	12:06 PM	1:05 PM	.2345.7	CR9
	Delta	4666	12:15 PM	1:16 PM	1.....	CRJ
	Delta	5584	1:59 PM	2:54 PM	.....6.	CRJ
	Delta	3515	2:15 PM	3:12 PM	.2345.7	CRJ
	Delta	4597	2:30 PM	3:32 PM	1.....	CRJ
	Delta	5391	4:00 PM	5:04 PM	1.....	CR9
	Delta	5391	4:20 PM	5:20 PM	.....6.	CRJ
	Delta	3614	4:20 PM	5:22 PM	.2345.7	CRJ
	Delta	5133	5:47 PM	6:47 PM	.2345.7	CRJ
	Delta	4579	6:09 PM	7:20 PM	1.....	CRJ
	Delta	5399	8:31 PM	9:35 PM	.2345.7	CR9
	Delta	2492	8:49 PM	9:52 PM	1.....	717
	Delta	5399	8:50 PM	9:52 PM	.....6.	CR9
	Delta	2379	10:44 PM	11:46 PM	1.....	717
	Delta	5140	10:45 PM	11:41 PM	.....6.	CRJ
	Delta	2247	10:56 PM	11:55 PM	.2345.7	717
<i>Charlotte</i>						
	American	5581	7:30 AM	8:15 AM	.2.....	CR2
	American	5581	7:30 AM	8:15 AM	1.34567	CR9
	American	5406	9:40 AM	10:36 AM	12345..	CR7
	American	5406	9:40 AM	10:36 AM	.....6.	CR2
	American	4788	11:14 AM	12:08 PM	1234567	DH3
	American	5615	1:00 PM	1:45 PM	12345.7	CR2
	American	5239	2:44 PM	3:37 PM	.....6.	CR9
	American	4858	2:44 PM	3:41 PM	12345.7	DH3
	American	5370	4:09 PM	4:59 PM	1234567	CR7
	American	5326	8:00 PM	8:48 PM	1234567	CR2

Wednesday, May 31, 2017

From	Airline	Flight	Dep Time	Arrv Time	Days of Operation	Aircraft
	American	5328	10:40 PM	11:31 PM	1234567	CR9
Chicago						
	United	5007	7:05 AM	9:52 AM	1234567	CR2
	United	5013	10:45 AM	1:32 PM	1234567	CR2
	United	5136	1:45 PM	4:42 PM	1234567	CR2
	United	5060	7:00 PM	9:49 PM	1234567	CR2
Ft. Lauderdale						
	Allegiant	1716	6:50 AM	8:46 AM	.2.....	320
	Allegiant	1716	8:00 AM	9:55 AM	.....6.	320
	Allegiant	1716	3:06 PM	5:01 PM	..3....	320
	Allegiant	1716	5:03 PM	6:58 PM	...4..7	320
LaGuardia						
	Delta	3825	9:10 AM	11:29 AM	.....6.	CRJ
Newark						
	Allegiant	1233	10:00 AM	12:00 PM	.2.4..7	M80
	United	1286	2:55 PM	4:50 PM	.234567	320
	United	100	2:59 PM	4:52 PM	1.....	320
Orlando (Sanford)						
	Allegiant	642	8:11 AM	9:39 AM	....5..	M80
	Allegiant	642	8:12 AM	9:40 AM	..3....	320
	Allegiant	642	2:29 PM	3:58 PM	1.....	M80
Punta Gorda/Ft. Myers						
	Allegiant	1676	7:30 AM	9:10 AM	..3....	320
	Allegiant	1676	9:45 AM	11:23 AM	.....7	320
	Allegiant	1207	4:18 PM	5:58 PM	1.....	M80
	Allegiant	1676	6:12 PM	7:52 PM	....5..	320
St. Pete-Clearwater						
	Allegiant	942	6:55 AM	8:30 AM	.....6.	320
	Allegiant	2810	7:40 AM	9:17 AM	.2.....	320
	Allegiant	1203	3:24 PM	4:59 PM	.....7	M80
	Allegiant	1203	7:03 PM	8:38 PM	...4...	M80
Vero Beach						
	Elite	304	7:15 AM	8:45 AM	...4..7	CR2
Washington, D.C. (Baltimore)						
	Allegiant	1245	2:54 PM	4:17 PM	...4...	M80
	Allegiant	1245	3:02 PM	4:25 PM	.....7	M80
	Allegiant	1245	8:34 PM	9:57 PM	1.....	M80

Wednesday, May 31, 2017

From	Airline	Flight	Dep Time	Arrv Time	Days of Operation	Aircraft
-------------	----------------	---------------	-----------------	------------------	--------------------------	-----------------

Jets:

CR3 - 37 Seats
 CR2 - 40 Seats
 CRJ - 50 Seats
 CR7 - 70 Seats
 CR-9 - 76 Seats
 ER3 - 37 Seats
 ERD - 44 Seats
 319 - 126 Seats

ER4 - 50 Seats
 ERJ - 50 Seats
 717 - 117 Seats
 73G - 137 Seats
 737 - 148 Seats
 M80/88 - 150 Seats
 D95 - 127 Seats
 320 - 176 Seats

Note: All flight schedules are subject to change.

Please confirm available flights with each individual airline.

Days of Operation:

1 (Monday) 4 (Thursday) 7 (Sunday)
 2 (Tuesday) 5 (Friday)
 3 (Wednesday) 6 (Saturday)

Props:

DH8 - 37 Seats
 DH3 - 50 Seats

Wednesday, May 31, 2017

Departures: Non-stop flight schedule August 2017



<i>To</i>	<i>Airline</i>	<i>Flight</i>	<i>Dep Time</i>	<i>Arrv Time</i>	<i>Days of Operation</i>	<i>Aircraft</i>
<i>Atlanta</i>						
	Delta	2229	5:45 AM	6:40 AM	1.....	717
	Delta	1079	6:00 AM	6:57 AM	.....6.	717
	Delta	1079	6:00 AM	6:58 AM	.2345.7	717
	Delta	1504	7:09 AM	8:16 AM	1.....	717
	Delta	5437	7:15 AM	8:12 AM	.....6.	CRJ
	Delta	5437	7:15 AM	8:13 AM	.2345.7	CRJ
	Delta	5476	10:11 AM	11:15 AM	1.....	CR9
	Delta	5130	10:26 AM	11:29 AM	.....7	CR9
	Delta	5130	10:26 AM	11:30 AM	.2345..	CR9
	Delta	5130	10:35 AM	11:38 AM	.....6.	CR9
	Delta	4498	11:55 AM	1:02 PM	1.....	CRJ
	Delta	5333	1:10 PM	2:19 PM	.....6.	CR7
	Delta	4666	1:41 PM	2:51 PM	1.....	CRJ
	Delta	5333	1:43 PM	2:53 PM	.2345.7	CR9
	Delta	5584	3:45 PM	4:44 PM	.....6.	CRJ
	Delta	3515	3:45 PM	4:47 PM	.2345.7	CRJ
	Delta	4597	3:57 PM	5:08 PM	1.....	CRJ
	Delta	5391	5:41 PM	6:50 PM	1.....	CR9
	Delta	5391	5:55 PM	6:57 PM	.....6.	CRJ
	Delta	3614	5:55 PM	6:58 PM	.2345.7	CRJ
	Delta	5133	7:25 PM	8:30 PM	.2345.7	CRJ
	Delta	4579	7:45 PM	8:51 PM	1.....	CRJ
<i>Charlotte</i>						
	American	5048	6:00 AM	6:52 AM	1234567	CR2
	American	5316	7:35 AM	8:31 AM	1234567	CR9
	American	5581	9:15 AM	10:24 AM	.2.....	CR2
	American	5581	9:15 AM	10:23 AM	1.34567	CR9
	American	5273	11:10 AM	12:12 PM	12345..	CR7
	American	5406	11:10 AM	12:13 PM	.....6.	CR2
	American	4788	12:40 PM	1:44 PM	1234567	DH3

Wednesday, May 31, 2017

To	Airline	Flight	Dep Time	Arrv Time	Days of Operation	Aircraft
	American	5615	2:15 PM	3:20 PM	12345.7	CR2
	American	5239	4:08 PM	5:09 PM	.....6.	CR9
	American	4858	4:08 PM	5:07 PM	12345.7	DH3
	American	5306	5:40 PM	6:39 PM	1234567	CR7
Chicago						
	United	5000	5:54 AM	6:50 AM	1234567	CR2
	United	5024	10:22 AM	11:18 AM	1234567	CR2
	United	5010	2:03 PM	2:59 PM	1234567	CR2
	United	5128	5:12 PM	6:23 PM	1234567	CR2
Ft. Lauderdale						
	Allegiant	1717	9:31 AM	11:27 AM	.2.....	320
	Allegiant	1717	10:40 AM	12:35 PM	.....6.	320
	Allegiant	1717	5:46 PM	7:41 PM	..3....	320
	Allegiant	1717	7:43 PM	9:38 PM	...4..7	320
LaGuardia						
	Delta	3825	12:50 PM	2:55 PM	.....6.	CRJ
Newark						
	Allegiant	1232	7:00 AM	9:00 AM	.2.4..7	M80
	United	39	5:40 PM	7:35 PM	1.....	320
	United	244	5:42 PM	7:39 PM	.234567	320
Orlando (Sanford)						
	Allegiant	643	10:19 AM	11:48 AM	....5..	M80
	Allegiant	643	10:25 AM	11:54 AM	..3....	320
	Allegiant	643	4:43 PM	6:11 PM	1.....	M80
Punta Gorda/Ft. Myers						
	Allegiant	1206	8:00 AM	9:40 AM	1.....	M80
	Allegiant	1677	9:55 AM	11:34 AM	..3....	320
	Allegiant	1677	12:08 PM	1:45 PM	.....7	320
	Allegiant	1677	8:37 PM	10:16 PM	....5..	320
St. Pete-Clearwater						
	Allegiant	1202	8:00 AM	9:36 AM	.....7	M80
	Allegiant	943	9:15 AM	10:51 AM	.....6.	320
	Allegiant	2811	10:02 AM	11:38 AM	.2.....	320
	Allegiant	1202	11:39 AM	1:15 PM	...4...	M80
Vero Beach						
	Elite	303	9:30 AM	11:00 AM	...4..7	CR2

Wednesday, May 31, 2017

To	Airline	Flight	Dep Time	Arrv Time	Days of Operation	Aircraft
Washington, D.C. (Baltimore)						
	Allegiant	1244	11:32 AM	12:56 PM	1.....	M80
	Allegiant	1244	12:50 PM	2:14 PM	...4...	M80
	Allegiant	1244	12:58 PM	2:22 PM	.....7	M80

Jets:

CR3 - 37 Seats	ER4 - 50 Seats
CR2 - 40 Seats	ERJ - 50 Seats
CRJ - 50 Seats	717 - 117 Seats
CR7 - 70 Seats	73G - 137 Seats
CR-9 - 76 Seats	737 - 148 Seats
ER3 - 37 Seats	M80/88 - 150 Seats
ERD - 44 Seats	D95 - 127 Seats
319 - 126 Seats	320 - 176 Seats

Note: All flight schedules are subject to change.

Please confirm available flights with each individual airline.

Days of Operation:

1 (Monday)	4 (Thursday)	7 (Sunday)
2 (Tuesday)	5 (Friday)	
3 (Wednesday)	6 (Saturday)	

Props:

DH8 - 37 Seats
DH3 - 50 Seats

Wednesday, May 31, 2017

ASHEVILLE REGIONAL AIRPORT

Passenger Activity

YEAR	ENPLANED	DEPLANED	TOTAL
2010	369,576	366,184	735,760
2011	362,295	359,382	721,677
2012	317,674	316,174	633,848
2013	338,999	339,024	678,023
2014	378,124	378,301	756,425
2015	392,713	394,324	787,037
2016	414,606	412,042	826,648

**PART III - PROPOSAL FORM
REQUEST FOR PROPOSAL
ASHEVILLE REGIONAL AIRPORT AUTHORITY**

REQUEST FOR PROPOSALS
MANAGEMENT AND OPERATION OF
PUBLIC PARKING FACILITIES AT
ASHEVILLE REGIONAL AIRPORT

PROPOSAL FORM

Firms interested in managing and operating the public parking facilities at Asheville Regional Airport ("the Airport") must complete this form in full and submit it to the Authority. Use additional pages as necessary, but please indicate at the top of each page the number and/or letter of the paragraph to which each such page relates. **PROPOSERS ARE ADVISED THAT SUBMISSIONS TO THE AIRPORT INCLUDING THIS PROPOSAL FORM AND FINANCIAL INFORMATION CALLED FOR HEREIN ARE PUBLIC RECORDS. AIRPORT WILL NOT SEEK TO PROTECT PROPOSER INFORMATION FROM DISCLOSURE. PROPOSERS, BY SUBMITTING DATA TO AIRPORT, WAIVE ANY RIGHT OF CONFIDENTIALITY AS TO ANY SUCH DATA SUBMITTED TO AIRPORT.**

Proposer

- A. Name: _____
- B. Address: _____
- C. Telephone No.: _____
- D. FAX No.: _____
- E. Contact Person: _____
- F. Type of Organization (Check all that apply)
- Corporation OR limited Liability Company ("LLC")
 - Partnership
 - Joint Venture
 - Sole Proprietorship
 - Other (explain)

G. **IF A PARTNERSHIP, ANSWER THE FOLLOWING**

1. Date of Organization: _____ / _____ / _____
2. General Partnership Limited Partnership
3. Partnership Agreement recorded? Yes No
Date _____ Book _____ Page _____ County _____ State _____
4. Has the Partnership done business in North Carolina?
Yes No When? _____

5. Name, Address and Partnership share of each general partner:

	NAME	ADDRESS	SHARE
a.	_____	_____	_____ %
b.	_____	_____	_____ %
c.	_____	_____	_____ %
d.	_____	_____	_____ %

H. **IF A CORPORATION OR LLC, ANSWER THE FOLLOWING**

1. Incorporation or organization (as applicable) date? _____ / _____ / _____

2. State where incorporated or organized, (as applicable)? _____

3. Is the corporation or LLC authorized to do business in North Carolina?

(a) Yes () No () If so, as of what date?

(b) If North Carolina is not state of incorporation or organization:

i) Address of the registered office in North Carolina;

ii) Name of registered agent in North Carolina at such office;

iii) Attach Certificate of Authority (from the State of North Carolina) to transact business in North Carolina.

4. The Corporation or LLC is held Publicly () Privately ()

5. Furnish the name, title and address of each officer, director or manager and principal shareholders or members owing ten percent (10%) or more of the corporation's issued stock or LLC's membership interests, as applicable.

OFFICER'S NAME

POSITION

DIRECTOR'S OR MANAGER'S NAME

ADDRESS

PRINCIPAL BUSINESS
AFFILIATION OTHER THAN
PROPOSER'S DIRECTORSHIP
OR STATUS AS MANAGER

PRINCIPAL SHAREHOLDERS OR MEMBERS

ADDRESS

I. IF A JOINT VENTURE, ANSWER THE FOLLOWING

1. Date of Organization? _____ / _____ / _____
2. Joint Venture Agreement recorded? Yes () No ()

Date _____ Book _____ Page _____ County _____ State _____

3. Has the Joint Venture done business in North Carolina?

Yes () No () When? _____

4. Name, address and Percent of Ownership of each Joint Venturer:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

II. FINANCIAL INFORMATION

A. Financial Statements

For each of the last two fiscal years, Proposer shall attach an annual report or Balance Sheet and an Income Statement with all accompanying financial statements and notes prepared in accordance with generally accepted accounting principles reflecting Proposer's current financial condition, together with a copy of an independent audit report issued by a Certified Public Accountant.

B. Financial Responsibility

Please attach evidence of Proposer's financial responsibility, such as a credit rating from a qualified firm preparing credit ratings, a letter of credit worthiness from a bank, a letter of credit from an FDIC insured bank describing Proposer's credit line, or other credit reference.

C. Surety Information

Has the Proposer ever had a bond or surety canceled or forfeited? Yes () No (). If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture.

D. Bankruptcy Information

Has Proposer or a principal owner of Proposer ever been declared bankrupt? Yes () No (). If yes, state case name, date of proceedings, court jurisdiction, amount of liabilities and amount of assets, and disposition.

E. Contract Termination/Cancellation

Has Proposer or any entity affiliated with it ever been awarded a concession, lease or management Agreement to operate public parking facilities at any airport or other location and failed to operate the concession, lease or management Agreement for the full term thereof? Yes () No (). If yes, please state the name of airport or lessor, date of award and describe the circumstances of the termination or cancellation.

F. Litigation

Has Proposer been involved in litigation in the previous five (5) years as plaintiff or defendant as a result of Proposer's business(es) at an airport? Yes () No (). If yes, state the nature of the case, the opposing party, and the case outcome. This response should include litigation under the current entity, and d/b/a's thereof or affiliates and any litigation involving the officers or majority stockholders.

G. Violations of Law

1. Has the Proposer, or any partner, joint venture participant or individual serving as an officer of the proposer been convicted of, or pleaded no contest to, a crime?
Yes () No () (If yes, attach detailed information.)

2. Is the Proposer, or any partner, joint venture participant or individual serving as an officer of the Proposer, currently under investigation in a criminal proceeding?
Yes () No () (If yes, attach detailed information.)

H. Financial References

List two financial institutions and at least two other business entities with whom Proposer has conducted significant financial transactions during the past three (3) years. Proposers may attach a letter of reference from each of the below listed persons or firms.

REFERENCE NO. 1 - Financial Institution

NAME: _____
FIRM: _____
TITLE: _____
ADDRESS: _____
TELEPHONE: _____
NATURE OF ASSOCIATION: _____

REFERENCE NO. 2 - Financial Institution

NAME: _____
FIRM: _____
TITLE: _____
ADDRESS: _____
TELEPHONE: _____
NATURE OF ASSOCIATION: _____

REFERENCE NO. 3 - Other

NAME: _____
FIRM: _____
TITLE: _____
ADDRESS: _____
TELEPHONE: _____
NATURE OF ASSOCIATION: _____

REFERENCE NO. 4 - Other

NAME: _____

FIRM: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF ASSOCIATION: _____

III. EXPERIENCE AND OPERATIONS INFORMATION

A. Number of years Proposer has managed and operated public parking facilities (If services are to be performed by a joint venture or partnership, indicate the experience of each party.)

1. Public Parking Facilities Operations: _____ years.
2. Joint Venture/Partnership: _____ years _____ years.

B. Provide a summary of the capabilities and experience of Proposer, including the following:

1. Brief history of the inception and growth of the business, including employment statistics.
2. Scope and breadth of parking operations.
3. Corporate and organization structure.
4. Recruitment and training policies and procedures.
5. Corporate planning and development expertise and resources.
6. Financial management and revenue control systems expertise.
7. Expertise in parking and revenue control equipment technology, including its maintenance, installation, upgrading and operation.
8. Experience in the use of nationally-recognized credit cards at parking facilities operated by Proposer.
9. Understanding of and experience at small or non hub airport public parking facilities.
10. Equipment procurement techniques and processes.
11. Customer service philosophy and approach.
12. Quality control procedures.
13. Experience and approach in developing operations plans and policies and procedures manuals for the management and operation of airport public parking facilities.

- 14. Experience with 24 hour parking operations.
- 15. Experience with operating a shuttle bus service to and from the parking lots and an airport terminal.
- 16. Experience in maintaining a surface lot, grass and landscape areas.

C. Provide a list of all airports where Proposer has provided public parking management and operating services during the past five (5) years, include dates of operation and type of Agreement.: If the total of all airports exceeds twenty (20), proposers may list only the twenty (20) or more airports where services have been provided the longest but may not list less than twenty (20) unless proposers has provided service at less than twenty (20), in which case all airports where service has been provided should be listed.

<u>Airport Name</u>	<u>Years Operated</u>	<u>Type of Agreement</u>

D. List at least one (1) and no more than five (5) locations most similar in size and operation to the Asheville Regional Airport public parking facilities where Proposer is operating public parking facilities, within the last five (5) years, giving the dates of operation for each location and the gross revenues for each operation for the last three years and whether shuttle bus service was provided by Proposer. Include a brief description of the operation and the facilities. Include names, addresses, and telephone numbers and contact persons for the airport operator or lessor.

E. Name and experience of key personnel of Proposer: (Attach experience summaries and identify proposed site manager and his or her experience)

<u>Title</u>	<u>Name</u>	<u>Experience</u>

- F. Is your firm a Disadvantaged Business Enterprise (DBE)? () YES () NO If yes, please include supportive documentation.
- G. Attach any additional relevant information concerning the Proposer and its businesses which would enable the Authority Commission to evaluate the Proposers experience, qualifications, and ability to manage the Airport's public parking facilities.

IV. REQUIRED PROPOSAL SUBMITTALS

Proposer shall include the following submissions as part of its proposal.

- A. A written statement of no more than eight pages delineating the Proposer's conceptual approach to managing and operating the public parking facilities for the Authority. Include an organizational chart by major function and resumes and descriptions of responsibilities for the site manager and key corporate personnel who will be involved in management oversight and operations of the Airport's public parking facilities.
- B. Proposer's recommendations for improving the revenue control and parking equipment for the Airport and the proposed acquisition of operating equipment. This submission should identify the equipment, a budget, and a proposed timetable for installation, and a description of how the equipment will improve operations and revenue control.
- C. Proposer shall develop an operating pro-forma for the first year's operation of the public parking facilities including estimated operating expenses by major expense classification and estimated amortization payments for new equipment. Gross receipts shall be estimated under two assumptions (1) current parking rates (2) Proposer's recommended parking rate adjustments.
- D. Proposer shall specifically identify any suggested changes to the Proposed Management Agreement, recognizing that such changes may not be acceptable to Authority.
- E. A Certified, Cashier's or Official Bank Check on any national or state bank in the amount of \$5,000.00, made payable to the Asheville Regional Airport Authority, must accompany each Proposal as a guarantee that the Proposer will not withdraw its Proposal for a period of 90 days after opening of the Proposals, and in the event the management contract is awarded to the Proposer, it will, within 20 days after Notice of Award and Acceptance of its management contract, enter into an agreement with the Asheville Regional Airport Authority, failing which it shall forfeit the amount submitted as liquidated damages.
- F. Proposer shall provide a Certificate to the Airport to the effect that it has full power and legal authority to undertake duties and obligations of Manager under the Management Agreement, and is under no legal or contractual limitation.

V. Manager's Percentage Compensation

- A. Proposer shall indicate the Manager's Annual Percentage Compensation it proposes to accept from Authority under the proposed Management Agreement for the term of the Agreement:

Manager's Annual Percentage Compensation _____%.

- B. Proposer shall indicate the Manager's Fixed Compensation it proposes to accept from Authority under the proposed Management Agreement for the term of the Agreement:

Manager's Annual Fixed Compensation _____%.

PROPOSER'S SIGNATURE

No Proposal Form shall be accepted which has not been signed in ink in the appropriate space below.

This proposal shall be firm and irrevocable for a period of ninety (90) days from submission.

- A. If Proposer is an INDIVIDUAL, sign here:

Name:

By:

Date:

- B. If Proposer is a PARTNERSHIP or JOINT VENTURE, at least two (2) partners or joint ventures must sign partnership or Joint Venture:

By:

Member of the Partnership or Joint Venture

By:

Member of the Partnership or Joint Venture

Date:

C. If Proposer is a CORPORATION or LLC, the duly authorized officer(s) or manager(s) must sign as follows:

The undersigned certifies that they are respectively _____ and _____ of the corporation or LLC named below; that they are designated to sign this Proposal Form for and on behalf of the below named CORPORATION or LLC, and that they are authorized to execute same for an on behalf of said CORPORATION or LLC.

Corporation or LLC

Name: _____

By: _____

Title: _____

By: _____

Title: _____

Date: _____

PROPOSER'S AFFIDAVIT

Public Parking Services for the Asheville Regional Airport

State of North Carolina)) ss
County of Buncombe)

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

(1) The Proposer does hereby state that neither the Proposer nor any of its officers, partners, owners, agents, representatives, 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 attempting to 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 hereafter paid.

(2) The Propser further states that no person or selling agency has been employed or retained to solicit or secure the Agreement for a fee, commission, percentage, brokerage or contingent fee, except bona fide employees of the Proposer or a bona fide commercial or selling agency maintained by the Proposer for the purpose of securing business prices.

(3) The Proposer further states that he/she has neither recommended nor suggested to the Authority, or any of its members, officers or employees any of the terms or provisions set forth in the Proposal Documents, except at a meeting open to all interested Proposers, of which proper notice was given.

(4) The Proposer further states that no officer, or stockholder of the Proposer is a member of the Authority or its staff, neither related to any member of the Authority or its staff except as noted herein: _____

(5) The Proposer further states that no member or delegate to Congress, or state or local public official shall be admitted to any share or part of the Agreement, or to any benefit that may arise therefrom; provided, however, this provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit:

Signature of Affiant: _____ Title: _____

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ____ day of _____, 20__, by _____ of _____ a _____ corporation, on behalf of the corporation.

Signature of Notary Public: _____

My commission expires: _____

Part IV - PROPOSED MANAGEMENT AGREEMENT
Request For Proposals
Greater Asheville Regional Airport Authority

Management And Operation Of
Public Parking Facilities At
Asheville Regional Airport



**GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY**



**MANAGEMENT and OPERATION of PUBLIC
PARKING FACILITIES**

Asheville Regional Airport
Fletcher, North Carolina

Effective Date:

Company:

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS	PAGE
Section 1.01	Adjusted Gross Receipts	1
Section 1.02	Airport	1
Section 1.03	Amortization Payment.....	1
Section 1.04	Budget	2
Section 1.05	Authority	2
Section 1.06	Contract Year or Agreement Year	2
Section 1.07	Executive Director	2
Section 1.09	Gross Receipts.....	2
Section 1.10	Manager's Compensation	2
Section 1.11	Manager's Fixed Compensation	2
Section 1.12	Manager's Percentage Compensation.....	3
Section 1.13	Net Operating Revenue	3
Section 1.14	Operating Equipment	3
Section 1.15	Parking Charges	3
Section 1.16	Parking Equipment	3
Section 1.17	Parking Facilities.....	3
Section 1.18	Protected Information	3
Section 1.19	Reimbursements.....	4
Section 1.20	Site Manager	4
Section 1.21	Terminal Complex	4
ARTICLE II	PARKING FACILITIES AND EQUIPMENT	4
Section 2.01	Parking Facilities.....	4
Section 2.02	Description of Facilities.....	4
Section 2.03	Changes and Additions to Parking Facilities	4
Section 2.04	Master Plan Parking Facilities.....	5
Section 2.05	Access to Parking Facilities.....	5
Section 2.06	Parking Equipment	5
Section 2.07	Utilities	5
Section 2.08	Manager's Acceptance of Facilities and Equipment	5

ARTICLE III	MANAGEMENT AND OPERATION OF PARKING FACILITIES	6
Section 3.01	Retention of Manager	6
Section 3.02	Policy and Obligations Governing Agreement.....	6
Section 3.03	Equipment and Signage	10
Section 3.04	Personnel.....	10
Section 3.05	Conduct of Operations and Quality of Service	13
Section 3.06	Manager’s Prohibitions	14
ARTICLE IV	TERM OF AGREEMENT	15
Section 4.01	Term	15
Section 4.02	Early Termination.....	15
Section 4.03	Continuation After Term.....	15
Section 4.04	Transition.....	16
ARTICLE V	MANAGER’S REIMBURSEMENTS AND COMPENSATION	16
Section 5.01	Reimbursements.....	16
Section 5.02	Manager’s Compensation	18
Section 5.03	Request for Reimbursement and Compensation	18
Section 5.04	Annual Reconciliation.....	18
ARTICLE VI	GROSS RECEIPTS AND REPORTS	18
Section 6.01	Gross Receipts.....	18
Section 6.02	Adjusted Gross Receipts	19
Section 6.03	Deposits.....	19
Section 6.04	Accounting Records	20
Section 6.05	Reports and Supporting Information.....	20
Section 6.06	Rights of Inspection and Audit.....	20
Section 6.07	Manager’s Annual Budget.....	21
Section 6.08	Annual Audited Statement of Net Revenues	22
ARTICLE VII	MAINTENANCE AND REPAIRS AND IMPROVEMENTS	23
Section 7.01	Authority Maintenance and Repairs.....	23
Section 7.02	Manager’s Maintenance and Repairs	23

Section 7.03	Authority’s Right to Inspect Maintenance	24
Section 7.04	Cleaning of Parking Facilities	24
Section 7.05	Maintenance Summary	25
Section 7.06	Use of Subcontractors	25
Section 7.07	Future Improvements by Authority	25
ARTICLE VIII	REFUSE AND WASTE	26
Section 8.01	Refuse.....	26
Section 8.02	Other Refuse and Hazardous Materials, Substances or Wastes	26
ARTICLE IX	STORM WATER COMPLIANCE	27
Section 9.01	Acknowledgements.....	27
Section 9.02	Agreement Compliance	28
Section 9.04	Indemnification	29
ARTICLE X	AUTHORIZATION OF AN REIMBURSEMENT FOR EQUIPMENT AND IMPROVEMENTS	29
Section 10.01	Approvals for Parking Equipment, Operating Equipment and Improvements.....	29
Section 10.02	Purchase of Equipment	30
Section 10.03	Payment for Improvements.....	30
Section 10.04	Immediate Reimbursement to Manager.....	30
Section 10.05	Other Provisions Governing Equipment Acquisition and Improvements.	30
ARTICLE XI	INDEMNIFICATION AND INSURANCE	33
Section 11.01	Indemnification – Authority Held Harmless.....	33
Section 11.02	Manager’s Environmental Obligation and Indemnity	33
Section 11.03	Waiver of Liability	34
Section 11.04	Insurance.....	34
Section 11.05	Commercial General Liability Insurance	35
Section 11.06	Fidelity and Employee Dishonesty Insurance	35
Section 11.07	Automobile Liability Insurance	35
Section 11.08	Fire and Extended Coverage Insurance	36
Section 11.09	Workers’ Compensation and Employer’s Liability Insurance.....	36

Section 11.10	Replacement Coverage.....	36
Section 11.11	Not a Limit on Liability	36
Section 11.12	Waiver of Subrogation	36
Section 11.13	No Third Party Beneficiaries	36
ARTICLE XII	PERFORMANCE GUARANTEE	36
Section 12.01	Amount of Performance Guarantee	36
Section 12.02	Form of Guarantee	37
Section 12.03	Certificate of Renewal.....	37
Section 12.04	Maintenance of Guarantee	37
ARTICLE XIII	DAMAGE TO PARKING FACILITIES/CURTAILMENT OF OPERATIONS	37
Section 13.01	Partial Damage.....	37
Section 13.02	Substantial Damage	37
Section 13.03	Extensive Damage	37
Section 13.04	Damage Due to Manager’s Negligence.....	38
Section 13.05	Authority Right to Suspend or Reduce Operations.....	38
ARTICLE XIV	ASSIGNMENT AND SUBCONTRACTING.....	38
Section 14.01	Consent Required.....	38
ARTICLE XV	RIGHTS AND OBLIGATIONS OF THE AUTHORITY	39
Section 15.01	Specific Rights	39
ARTICLE XVI	TERMINATION, CANCELLATION, DEFAULT	40
Section 16.01	Termination and Surrender.....	40
Section 16.02	Cancellation by Manager.....	40
Section 16.03	Events of Default by Manager	40
Section 16.04	Authority Rights to Take Over Operations	42
Section 16.05	Rights and Remedies Cumulative	42
Section 16.06	Failure to Enforce.....	42
Section 16.07	Non-Waiver	42

ARTICLE XVII	PROVISIONS, APPLICABLE TO FACILITIES FUNDED WITH FEDERAL AND STATE GRANTS	43
Section 17.01	Federal and State Grants and Public Use	43
Section 17.02	Modification to Comply with Federal and State Laws, Regulations or Agreements	43
Section 17.03	Subordination to Federal and State Statute	43
Section 17.04	Rules and Regulations – Law Compliance.....	44
Section 17.05	Non-Discrimination.....	44
Section 17.06	Affirmative Action.....	44
Section 17.07	Accessibility of Physically Handicapped.....	45
Section 17.08	Disadvantaged Business Enterprise Program.....	45
ARTICLE XVIII	GENERAL PROVISIONS	45
Section 18.01	Invalid Provisions	45
Section 18.02	Waiver of Claim.....	46
Section 18.03	No Warranties or Inducements	46
Section 18.04	Restriction and Regulations.....	46
Section 18.05	Interpretation.....	47
Section 18.06	Successor and Assigns Bound by Covenant	47
Section 18.07	No Partnership Created	47
Section 18.08	Manager is Independent Operator.....	47
Section 18.09	Situs and Service of Process	47
Section 18.10	Manager’s Dealings with Authority.....	47
Section 18.11	No Third Party Beneficiaries	47
Section 18.12	Construction of Agreement.....	47
Section 18.13	Notices	48
Section 18.14	No Personal Liability	48
Section 18.15	Incorporation of Exhibits	48
Section 18.16	Headings.....	48
Section 18.17	Severability	49
Section 18.18	Survival of Warranties	49
Section 18.19	Entire Agreement.....	49

LIST OF EXHIBITS

Exhibit A	Parking Area Plan
Exhibit B	Parking and Operating Equipment
Exhibit C	Amortization Payment - Equipment and Improvements
Exhibit D	Approved Parking Charges
Exhibit E	Request For Reimbursement
Exhibit F	Annual Approved Budget
Exhibit G	Manning Table
Exhibit H	Manager's Salary/Wage Table
Exhibit I	Schedule - Maintenance Responsibilities
Exhibit J	Construction Completion and Labor and Material Payment Bond Form
Exhibit K	Performance Bond Form

**MANAGEMENT AGREEMENT
ASHEVILLE REGIONAL AIRPORT
PUBLIC PARKING FACILITIES**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2017, by and between the Greater Asheville Regional Airport Authority (“Authority”), a body corporate and politic in the State of North Carolina, having its office and principal place of business at 61 Terminal Drive, Suite 1, Fletcher, North Carolina 28732 and _____, a _____, having its office and principal place of business at _____, _____, _____ (“Manager”), pursuant to Authority Board action on _____, 2017.

WITNESSETH

WHEREAS, Authority operates the Asheville Regional Airport (“Airport”); and

WHEREAS, Manager is engaged in and has significant experience in the business of managing and operating airport public parking facilities; and

WHEREAS, based upon competitive proposals solicited and received, Authority has determined the proposal of Manager to be the best proposal received and has selected Manager to manage and operate the public parking facilities at the Airport; and

WHEREAS, Manager has demonstrated that it has or can provide the necessary management expertise, labor, materials, supplies, services and equipment to properly manage and operate said public parking facilities in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and considerations herein contained, the parties agree as follows:

ARTICLE I

Definitions

Except as otherwise clearly indicated by the context, the words and phrases defined in this section shall have the following meanings when used in this Agreement.

1.01 “Adjusted Gross Receipts” shall mean Gross Receipts less the deductions and allowances against Gross Receipts calculated pursuant to Section 6.02 of Article VI.

1.02 “Airport” shall mean the Asheville Regional Airport, located in Asheville, North Carolina.

1.03 “Amortization Payment” shall mean that amount representing the approved cost of any equipment or improvement purchased or made by Manager in

accordance with the provisions of Section 10.01 plus "allowable interest" on the unamortized balance of said cost recovered over the useful life of said equipment or improvement, or such shorter time as may be agreed by the parties, as approved pursuant to Section 10.01 and as shown on Exhibit C. For purposes of calculating this Amortization Payment, "allowable interest" shall be calculated by using as an interest rate the reported yield on five-year to maturity U.S. Treasury Bonds and Notes as reported in the applicable index published by the "Wall Street Journal" on the date nearest the date on which the equipment or improvement was placed in service.

1.04 "Budget" shall mean the Manager's annual budget approved for the Parking Facilities in accordance with Section 6.07.

1.05 "Authority" shall mean the Greater Asheville Regional Airport Authority, generally acting by and through its Executive Director, or a duly authorized representative of the Executive Director.

1.06 "Contract Year" or Agreement Year" shall mean each consecutive twelve (12) month period beginning _____.

1.07 "Executive Director" shall mean the Executive Director of the Asheville Regional Airport or a duly authorized representative acting on behalf of said Executive Director.

1.09 "Gross Receipts" shall mean that amount defined and calculated in accordance with Section 6.01.

1.10 "Manager's Compensation" shall mean the greater of Manager's Fixed Compensation or Manager's Percentage Compensation.

1.11 "Manager's Fixed Compensation" shall mean, for the First Contract Year hereunder, the sum of \$_____ per month. For the Contract Year beginning _____, the annual amount shall therefore be \$_____ for each Contract Year thereafter, the said amount shall be adjusted by the percentage change, if any, in the Consumer Price Index ("CPI") published by the U.S. Department of Labor, Bureau of Labor Statistics, All Cities Index, occurring between December of the prior calendar year and December of the then current calendar year. By way of example, assume that the first Contract Year begins November 1, 2017 and ends October 31, 2018. The CPI increase or decrease, as applicable as contemplated above shall thus be calculated with reference to the CPI number for July of 2017 as compared to July 2016. The resulting annual rate shall be limited to an amount not to exceed a five percent increase over the prior Contract Year. In the event that the basis for calculating the CPI is changed or publication of the Index is discontinued, Authority and Manager shall agree on a substitute index to adjust Manager's Fixed Compensation. Company's Fixed Compensation so determined from Contract Year to Contract Year shall be due and payable on a monthly basis. The CPI calculation shall be performed annually and Company's Fixed Compensation recomputed therefrom, and shall remain applicable until the next recomputation has been furnished to Manager. In the event the CPI calculation

for adjustment to Company's Fixed Compensation has not been furnished to Manager at the commencement of the applicable Contract Year, then the Company's Fixed Compensation for the then current Contract Year shall be brought current for each such Contract Year as soon as the amount of such is determined. Airport's failure or inability to deliver the necessary computation shall not constitute a waiver of Manager's right to the full Company Fixed Compensation for the entire Contract Year that the same are due. Airport shall provide such computations at its earliest convenience to Manager.

1.12 "Manager's Percentage Compensation" shall mean that amount which is the product determined by multiplying Annual Net Operating Revenue plus the Amortization Payment by _____ percent, if any.

1.13 "Net Operating Revenue" shall mean Adjusted Gross Receipts less Reimbursements.

1.14 "Operating Equipment" shall mean that equipment, other than Parking Equipment, provided by the Authority or by Manager, at the request or upon approval of the Authority, necessary for the maintenance and operation of the Parking Facilities; the Operating Equipment, if any, as of the execution date of this Agreement being listed on Exhibit B to this Agreement.

1.15 "Parking Charges" shall mean those parking charges adopted and authorized by Authority from time to time and listed on Exhibit D, which Exhibit may be modified from time to time.

1.16 "Parking Equipment" shall mean that parking and revenue control equipment provided by Authority, or by Manager at the request or upon approval of the Authority, including but not limited to equipment to control the entrance and exit of automobiles and other authorized motor vehicles to and from the Parking Facilities and to dispense tickets, count entrance and exits, receive and account for receipts from parking; the Parking Equipment under this Agreement as of the execution date hereof being listed on Exhibit B to this Agreement.

1.17 "Parking Facilities" shall mean those improved and unimproved areas of land, including the improvements presently thereon, or hereafter constructed thereon, provided and assigned by Authority from time to time under this Agreement, for the entrance, exit and parking of automobiles and other authorized motor vehicles of passengers, patrons, tenants and other users of the Airport; the improved and unimproved areas of land provided and assigned as of the execution date of this Agreement being depicted on Exhibit A to this Agreement.

1.18 "Protected Information" shall mean all data and information, in written or other tangible form, or in electronic or non-tangible form, whether or not designated as confidential, but treated as confidential by the Airport including, without limitation: PCI data, including all credit card, debit card and account information protected under the PCI-DSS, PA-DSS, PTS and related payment card industry standards.

1.19 "Reimbursements" shall mean those reasonable and necessary direct payroll expenses, fringe benefits, maintenance and operating expenses and Amortization Payments authorized under this Agreement, as further described in Section 5.01 of Article V and included in Manager's Annual Budget approved by the Authority's Executive Director. Reimbursements shall not include any cost or expense covered within Manager's Compensation or any cost or expense incurred by Manager as a result of Manager's intentional misconduct, negligence, violation of law, breach of any term or condition of this Agreement, any penalty, charge or the amount of any liquidated damages payable by Manager under this Agreement, or any cost or expense resulting from Manager's indemnity obligations under this Agreement.

1.20 "Site Manager" shall mean Manager's site manager for the Parking Facilities recommended by Manager and approved by Authority pursuant to Section 3.04 hereof, and who shall be assigned to and located at the Airport.

1.21 "Terminal Complex" shall mean those areas of the Airport comprising the terminal building, terminal curbside and walkways, the terminal's enplaning and deplaning roadway, other appurtenances adjacent to the terminal building necessary for the landside movements of passengers and vehicles, and auxiliary remote parking facilities for employee or passenger use as may exist on a temporary or permanent basis.

ARTICLE II

PARKING FACILITIES AND EQUIPMENT

2.01 Parking Facilities Authority hereby makes available to Manager the Parking Facilities, and the parking spaces therein, described in Section 2.02 below and depicted on Exhibit A, solely for the purpose of providing the parking services specified herein.

2.02 Description of Facilities The Parking Facilities shall be comprised of the vehicle parking areas serving the Terminal Complex of the Airport, as shown on Exhibit A, including the surface short-term lot, all surface long-term parking lots, parking garage and parking improvements situated therein, including paving, sidewalks, curbs, lighting, marking, signage, landscaping, electrical and drainage systems. Parking facilities shall not include the Rental Ready Lot nor the Employee Lot as needed for daily employee parking.

2.03 Changes And Additions to Parking Facilities Authority reserves the right, at any time it deems appropriate or necessary, to alter, change, improve, decrease, remove from or add to the Parking Facilities, including, but not limited to, the right to add, temporarily or permanently, additional parking areas, lots, and parking structures to the Parking Facilities to be operated hereunder. If any of the other aforesaid facilities are added to the Parking Facilities of this Agreement, Manager agrees to manage and operate the same under this Agreement for the same Reimbursements and Manager's Compensation as provided for in this Agreement. If improvements to current Parking

Facilities require the temporary or permanent relocation of vehicles or parking, Manager agrees to provide whatever services are necessary to block off parking area, assist in providing for alternative parking areas and provide a vehicle free work site for Authority's contractor(s).

2.04 Master Plan Parking Facilities Without limiting the generality of the foregoing, Manager also acknowledges and agrees that it is aware that Authority has conducts Master Plan Updates for the Airport and that additional recommendations may include the proposed construction of additional parking garage facilities which qualifies for tax exempt financing. Therefore, there is a possibility that the Authority may elect to construct a parking garage facility during the term of this Agreement. If such a facility is constructed which qualifies for tax-exempt financing, Authority may, at its sole and exclusive option, require the Manager to negotiate in good faith with Authority for an amendment to this Agreement to operate the garage facility. The amendment shall be on the same general terms and conditions as the existing Agreement, except as may be necessary to meet any applicable financing requirements or laws.

2.05 Access to Parking Facilities Authority hereby provides to Manager the right of ingress and egress with respect to the Parking Facilities, to the extent necessary, for the purpose of managing, maintaining, and operating the Parking Facilities.

2.06 Parking Equipment

A. Authority hereby authorizes Manager to utilize and operate the Parking Equipment and Operating Equipment described in Exhibit B and situated within the Parking Facilities for its use in the management, maintenance and operation of the Parking Facilities.

B. Authority also authorizes Manager to utilize and operate such additional Parking Equipment and Operating Equipment and additions and improvements to the Parking Facilities as may hereafter be installed or made or purchased by Authority or by Manager, with the approval of Authority, under the provisions of Section 10.01 of Article X hereof, subject to the addition of same to Exhibits B and C to this Agreement.

2.07 Utilities Except as otherwise provided for herein, all utilities required at the Parking Facilities shall be provided by Authority and Authority shall pay the utility charges for the same directly to the utility provider. Notwithstanding the foregoing, Manager shall arrange with Authority to be included on the Authority's VOIP telephone system. Manager shall provide Site Manager a number of cell phones, acceptable to the Authority, and pay for the monthly telephone charges and include such cost as a Reimbursement.

2.08 Manager's Acceptance of Facilities and Equipment Manager hereby acknowledges that it has examined the Parking Facilities and Parking and Operating Equipment, including the furniture for the toll plaza office, as they exist on the commencement date hereof and accepts the same for use "as is" in their present

condition.

ARTICLE III

MANAGEMENT AND OPERATION OF PARKING FACILITIES

3.01 Retention of Manager Authority hereby retains Manager to manage and operate the Parking Facilities at the Airport described in Article II hereof and those additional parking facilities as may be designated in writing by the Authority's Executive Director, including temporary or permanent satellite facilities, when and if established, and assigned by the Executive Director. Manager hereby agrees to manage and operate said Parking Facilities in accordance with all terms and conditions of this Agreement, including but not limited to the policy, operational, maintenance, personnel, cash handling and revenue control procedures set forth in Manager's Policies and Procedures Manual developed by Manager and approved by the Executive Director pursuant to paragraph C of Section 3.05 of this Agreement or the terms and conditions and exhibits to this Agreement.

3.02 Policy and Obligations Governing Agreement Manager hereby acknowledges and agrees that it is aware that in entering into this Agreement with Manager, the Authority has charged Manager with the responsibility and duty to be a proactive management resource to the Authority, assuming the primary management role in planning, providing, managing, scheduling, equipping, operating and maintaining public parking facilities, services and resources for and on behalf of the Authority. In furtherance of this responsibility to Authority, Manager agrees to provide the planning, technical, marketing and customer service expertise and financial and operational management expertise, and the personnel, labor, materials, supplies and equipment to maintain and operate the Parking Facilities as follows:

A. **Parking Charges** Manager shall charge and collect on behalf of Authority and account for and deliver to Authority, in accordance with the requirements of Article VI hereof, all monies paid or payable as Parking Charges established by Authority for the use of parking spaces at or in the Parking Facilities. The Parking Charges established by the Authority as of the execution date of this Agreement are shown on Exhibit D. Authority shall have the right to increase or decrease Parking Charges at any time upon seven days prior written notice to Manager. Manager shall, at Authority's request, prepare and submit to Authority its recommendations for adjustments to Parking Charges, including financial analyses supporting the recommendation. Manager shall permit no unauthorized free use of the Parking Facilities and shall not charge any more or any less than the amounts indicated in the currently effective Parking Charges. Manager shall promptly refund to the patron the amount of any overcharge.

B. **Credit Cards** Manager shall acquire the necessary card readers, processing equipment and telephone service and make necessary contract arrangements to use VISA, MASTER CARD, AMERICAN EXPRESS, and DISCOVER CARD and such other credit cards as may be requested by the Authority or proposed by

Manager for the payment of Parking Charges by patrons. The cost of said equipment, transaction fees, if any, the payment of credit card discounts and the deposit of receipts from said transactions to "Gross Receipts" shall be subject to the written instructions and approval of the Executive Director. Notwithstanding the foregoing, Authority reserves the right to negotiate and implement such credit card arrangements for the Parking Facilities directly with the involved credit card company and in such case Manager shall operate the system established in accordance with the procedures and arrangements negotiated by Authority.

Manager shall ensure compliance with Payment Card Industry (PCI) Security Standards Council (SSC) Data Security Standards (DSS). Manager shall be responsible for any and all financial or other liability caused by Manager's breach of Protected Information including, but not limited to, credit card and debit card information. Such liability shall include, at a minimum, all costs associated with the notification of affected parties, credit report analysis and monitoring, any associated attorney fees, and any applicable call center service and public relations expenses. Manager shall comply with all applicable federal or State privacy or data protection statutes, rules, or regulations governing Manager's activities pursuant to this Agreement; provided, however, that prior to giving notice under any applicable reporting requirement, Manager shall first notify the Director of Information Technology within one hour of Manager's discovery of the data breach or unauthorized access to the Airport systems, whether or not the breach resulted in the loss of Protected Information.

C. Parking Contract with Patrons The contract with each operator of a motor vehicle for entry into the Parking Facilities shall consist solely of a pre-numbered, automatically dated and time-stamped, and/or encoded, parking ticket which shall be issued by the Parking Equipment to the operator of each motor vehicle upon its entrance into the Parking Facilities and which ticket shall contain only such terms, conditions, and provisions as the Authority shall approve in writing and no other provisions whatsoever.

D. Authority Permits, Validations, Free Parking Authority shall have the right to waive Parking Charges at the Executive Director's discretion for guests and others using the Parking Facilities by stamping their parking ticket in an authorized manner, to provide free or reduced fee parking through permits or through other validation procedures established by the Executive Director, and to issue permits, with or without fee, to limousine and ground transportation operators to park within the Public Parking Facilities. All tickets issued and redeemed related to all the afore-referenced free, discounted, validated and permit parking shall be reported and strictly accounted for by Manager in the manner prescribed by Authority. Neither Manager nor its Site Manager shall have the authority to authorize, contract for or otherwise allow free, discounted or permit parking within the Parking Facilities. Prior to the execution of this Agreement, the Executive Director shall delineate and provide to Manager the Authority's directive with respect to all such free, discounted, validated and permit parking, and update said directive from time to time for changed circumstances. Manager shall follow such directive and controls in handling such parking transactions and incorporate the same

into Manager's approved Procedures Manual, including directives.

E. Parking Space Availability Manager shall constantly monitor the availability of space within the short-term, long-term, garage, and overflow lots of the Parking Facilities to insure the constant availability of space and shall plan, sign, implement and operate temporary accommodations or operations for holidays and peak travel periods when additional parking demand occurs. Manager shall also monitor the Parking Facilities for abandoned and stolen vehicles, shall notify Authority of the same and shall handle said vehicles in accordance with procedures approved by Authority and included in Manager's Procedures Manual, including directives.

F. Handicapped Parking Manager shall take appropriate action to assure that adequate parking spaces are reserved for use of handicapped persons; that such spaces are properly designated as such; that its snow removal operator shall not block such spaces or access to and from such spaces; and Manager shall use its best efforts to ensure that such spaces are used only by bona fide handicapped persons. Manager shall be responsible for notifying the Authority's Airport Public Safety Department of any unauthorized parking in space designated for the use of handicapped persons.

G. Towing and Emergency Assistance Manager shall continuously maintain the services of a third party contractor to: (1) remove patron's vehicles from the Parking Facilities or move vehicles within the Parking Facilities in an emergency or in a situation where parked vehicles block traffic, and (2) conduct, or arrange through said contractor, emergency services for parking patrons including, as a minimum, the ability to start vehicles with dead batteries, change and inflate flat tires, open doors of vehicles with keys locked inside, and provide enough fuel for out-of-fuel vehicles to be driven to the nearest service station. Manager shall insure that rates charged for these emergency services are consistent with rates normally charged in the vicinity of the Airport for similar services, and the same shall be subject to the written approval of the Executive Director.

H. Public Parking Information Manager shall be responsible for informing the public of the parking services and Parking Charges applicable to the Parking Facilities and advertising and promoting the Parking Facilities when and as directed to do so by the Executive Director. All logos, copy, materials and methods used in advertising and promotion shall be subject to the prior written approval of the Executive Director. Manager shall obtain and list in the white pages of local area telephone directories, or other such commonly used media, a telephone number for the Airport Parking Facilities. Said listing shall be included within the listing for the Airport.

I. Shuttle Bus Operation Manager shall be responsible for providing shuttle bus service to and from the passenger terminal building, and Parking Facilities when requested by the Executive Director. The shuttle buses will travel throughout the Parking Facilities, when in use, and drive each lane of the parking lot to load and unload passengers. Customers will be delivered to the Terminal Building. Customers leaving the Terminal Building will be returned to the parking lot of their choosing. Each shuttle bus will be equipped with a wheelchair lift and be capable of transporting a single wheel

chaired passenger. So long as Manager is diligent in oversight of such Shuttle Bus Operation functions, in Executive Director's reasonable discretion, out of pocket costs incurred in connection with such Shuttle Bus Operation, for lease, fuel, maintenance and repair costs, shall be reimbursed by the Authority. Manager shall promptly correct any Shuttle Bus Operation deficiencies identified by Executive Director including but not limited to any habits or practices involving the operation of the Shuttle (unsafe driving, lack of courtesy to patrons, damage to patrons' automobiles or Authority Facilities, etc.).

Manager shall be responsible for providing employee shuttle bus service to and from a remote employee parking lot, if established by the Executive Director. Employees shall be picked up and dropped off at the drive lane just north of the Terminal Building's main curb or such other location that may be designated by the Executive Director. Executive Director shall provide Manager a schedule for service encompassing the hours, schedule times, days of the week, etc., necessary to provide employee shuttle bus service. Authority shall provide the vehicle, fuel, and vehicle maintenance for the employee shuttle bus service. Manager shall provide everything else, including insurance, necessary for first class turn-key employee shuttle bus service.

J. Maintenance, Repair of Shuttle Bus Manager shall be responsible for the scheduling of routine maintenance and repair of the shuttle buses. If shuttle buses are owned by the Authority, Manager shall coordinate with the Authority's Director of Operations and Maintenance, or designee, to have the shuttle buses serviced and repaired in accordance with the recommendations of the bus manufacturer. The Director of Operations and Maintenance, or designee, will arrange for the pick-up and delivery of the shuttle bus for its routine service and/or repair. The cost of said maintenance and/or repair shall be the responsibility of the Authority. When a shuttle bus is removed from service for its routine maintenance and/or repair, there shall be a shuttle bus still in service to make certain continuous shuttle bus service is provided to customers and passengers. In the event shuttle bus service is interrupted and there are no busses available for service due to mechanical break downs, maintenance and/or repair, then a shuttle bus with wheelchair accessibility shall be leased by the Manager until the shuttle bus service can be restored. The cost of leasing an additional shuttle bus shall be considered a reimbursable expense, unless such repair or maintenance is due to the negligence of the Manager or its employees.

Manager shall be responsible for maintaining the proper fueling levels in the shuttle buses. Fueling of the buses shall be provided by the Authority, at its expense and shall be arranged by Manager contacting the Director of Operations and Maintenance and arranging to have the shuttle buses fueled at a time that is least disruptive to serving customers and passengers.

K. Shuttle Bus Drivers. Manager shall be responsible for the selection and hiring of the shuttle bus drivers. Prior to hiring a driver for the shuttle bus, Manager shall perform a background check on the driver candidate to determine the nature and quality of the candidates driving record. The candidate's background must show a valid North Carolina drivers license and the candidate must have an insurable driving record.

Post accident drug and alcohol testing shall be required of each shuttle bus driver immediately, but as soon as practicable following an accident which results in, a) personal injury or fatality, b) driver receiving a citation for a traffic violation, c) one or more vehicles incurs damage that requires towing from the site, or d) property damage reasonably estimated to exceed \$500.00.

3.03 Equipment and Signage

A. Equipment Manager shall procure, in accordance with the provision of Article X of this Agreement, and operate and maintain such current and future Parking Equipment and Operating Equipment as is necessary for the operation of the Parking Facilities.

B. Signs Manager shall procure, in accordance with the provisions of Article X, and install, operate and maintain such informational, directional, lot identification and Parking Charge signs as are necessary for the operation of the Parking Facilities and are approved by the Executive Director.

3.04 Personnel Manager shall recruit, hire and train such management, supervisory, cashiering, clerical and maintenance personnel as are necessary to manage and operate the Parking Facilities, and operate the shuttle buses, in accordance with the terms of this Agreement, including the initial manning requirements as are established in Exhibit G to this Agreement. Said personnel requirements shall specifically include the following:

A. Site Manager Manager shall select and appoint an experienced and qualified Site Manager whose duty and responsibility shall be the day-to-day management and operation of the Parking Facilities on behalf of Manager. The Site Manager shall not routinely perform cashiering functions. The Site Manager shall be vested with full power and authority to conduct the normal and ordinary operations of Manager at the Parking Facilities, including the authority to regulate the appearance, conduct and demeanor of Manager's employees and agents. Said Site Manager shall be assigned to a duty station or office at the Parking Facilities and be available during scheduled working hours. During his or her extended absence, a responsible subordinate with commensurate authority shall be in charge and available at the assigned duty station or office and acting as the designated "Assistant Site Manager". The Site Manager's residence must be in close proximity of the Airport to enable him or her to quickly respond to operational emergencies. He or she shall at all times be accessible by telephone or mobile phone for emergencies. In the event of the Site Managers absence, there shall be designated an acting or Assistant Site Manager who will take on the job tasks and authority of the Site Manager, during such absence. The Authority's Executive Director shall be notified by phone or e-mail of any absence expected to exceed one full day.

Said Site Manager, and any proposed replacement, shall be subject to the prior and continuing approval of the Executive Director. In the event that Manager shall replace such Site Manager without the express written consent of the Executive Director as to such replacement, then this agreement

may be terminated by the Authority upon notice to Manager.

B. Cashiers and Other Employees In addition to the Site Manager, Manager shall select, hire and train such full-time and part-time cashiering, clerical, maintenance and other support personnel as are necessary to meet the staffing and manning schedules for the operation of the Parking Facilities as are developed by Manager and approved by Authority or established by the Authority from time to time. Manager shall develop staffing levels and personnel schedules reflecting the demand created at the Parking Facilities by airline schedules and passenger loads, including season and weather-related fluctuations to the same. The initial staffing and manning schedule for the Parking Facilities at the commencement date of this Agreement, together with the salary and wage cost of said personnel, are delineated on Exhibits G and H. Cashiers, clerical, maintenance, drivers and other support personnel shall not be paid an hourly direct wage of less than \$1.00 above the North Carolina minimum wage laws per hour. This minimum hourly wage shall, upon notice from or approval of the Executive Director, be adjusted upwards on the anniversary date of any Contract Year in the event the Executive Director determines that the current level of wage rates in competitive service markets in the Asheville area necessitates such adjustment or said adjustment is required by Federal or State law.

C. Surveillance and Security Services Manager shall retain any surveillance and security personnel or services which may be requested by the Executive Director to work in conjunction with the Airport Public Safety Office in security oversight at the Parking Facilities, the cost of same being subject to Budget approval by the Authority's Executive Director.

D. Corporate Resources Manager shall provide, as part of its management obligations hereunder and without additional compensation, the resources of its corporate staff to support the management and operation of the Parking Facilities, including but not limited to resources to support signing, Parking Equipment and extraordinary operations problems.

E. Support for Development of Additional Facilities If requested by Authority, Manager shall provide to Authority such corporate planning, design, financing and construction support as Authority may request to assist it in designing and developing additional parking facilities for the Airport, including a parking structure, or a separate surface lot, if elected by the Authority. If requested by Authority, said services shall be provided by separate contract under such fee arrangement as the parties may agree to in writing.

F. Addition and Deletion of Personnel The Executive Director shall have the right, from time to time, and at any time, upon ten days written notice to Manager, to require Manager to add or delete personnel, whether permanent or part-time employees, from the initially approved staffing at the Parking Facilities, as shown on Exhibit G, and Manager shall comply with the Executive Director's instructions forthwith. Manager may recommend additions or deletions of personnel, subject to Executive

Director approval.

G. Oversight and Control of Personnel

1. Manager shall screen, select and train personnel that have the requisite public contact skills, technical ability, employment history, criminal history and personal background to perform the duties to which they are assigned. All personnel involved in handling cash must be bonded.

2. All personnel shall be uniformed, and shall wear identification badges or name tags. Uniform items are subject to the approval of the Executive Director.

3. Manager's employees at the Airport shall be courteous to customers and clean and neat in appearance at all times; employees shall not continue a telephone conversation, or use a personal cell phone device and handle customers at the same time.

4. Manager's employees shall not use improper language or act in a loud, boisterous or otherwise improper manner.

5. Manager's employees shall comply with Authority's smoking policy or regulation, as it now exists, and as it may be hereafter amended.

6. Manager's employees shall not drink an alcoholic beverage while on duty, take or be in possession of illegal drugs or be under the influence of a drug or alcoholic beverage while on duty.

7. Manager's employees shall not permit friends, family or others to come into the cashier's booth.

8. Manager's employees shall not bring any weapon upon the Airport premises nor possess a weapon while on the Airport premises.

9. Manager shall promptly discharge employees not meeting the standards imposed by Manager, this Agreement or the requirements of the Authority for personnel working at the Parking Facilities or the Airport.

10. Manager shall promptly report to the Executive Director any theft or suspected theft from the Parking Facilities or discharge of employee due to actual or suspected dishonesty.

11. Manager shall not permit any person to operate a licensed vehicle owned by or rented to Authority unless such person has a valid driver's license and an insurable driver's record. Manager shall provide department of motor vehicle record upon request and shall promptly notify Authority of any accident involving the shuttle bus operations.

3.05 Conduct of Operations and Quality of Service

A. Manager shall manage and operate the Parking Facilities in a first class manner utilizing in all respects the highest standards and best practices found in airport public parking operations in the United States. Manager shall employ practices which will maximize Gross Receipts and minimize expenses of operation, while remaining consistent with the high quality of service required for Airport customers and patrons by Authority. Manager shall operate the Parking Facilities in a manner so as to prevent congestion on the Airport access roads and it is expressly agreed that there shall not be a sustained back-up of exiting vehicles for longer than five minutes at any time. Should such back-up exist, Manager shall promptly open an additional exit lane, if any additional exit lanes are available.

B. Manager shall operate the Parking Facilities twenty-four hours per day, seven days per week, including Sundays and holidays, throughout the year, unless the executive Director shall change from time to time such hours of operation by notice, in writing, to Manager.

C. At least thirty days prior to the effective date of this Agreement, Manager shall develop a Procedures Manual with directives for the management and operation of the Parking Facilities, all provisions of which shall be subject to the written approval of the Executive Director. Notwithstanding the foregoing requirement, the Authority recognizes that certain items to be included within the Procedures Manual cannot be completed until certain information concerning the same are available or final decisions concerning the subject matter thereof are made. As soon as such information is available or such decisions are made, but not later than 90 days after the Contract term begins, Manager shall complete the Manual item or element forthwith and submit it to the Executive Director for approval. Said manual shall address, at a minimum, the following subjects: (1) Manager's conceptual approach for the management and operation of the Parking Facilities; (2) general operating and management policies; (3) customer service policies; (4) purchasing and procurement policies and procedures; (5) cash control, deposits, credit card accounting and audit procedures; (6) lot and revenue control procedures; (7) lost ticket procedures; (8) customer complaint and ticket adjustment procedures; (9) employee job descriptions; (10) employee wage and compensation schedules, including policies for longevity pay for employees; (11) employee code of conduct; (12) employee training guides; (13) employee schedules; (14) accident and incident procedures; (15) snow and ice control procedures (including a winter plan for the lots identifying areas for temporary snow storage prior to its removal from the lots, procedures for snow removal, procedures for treating slippery surfaces, procedures for hand-shoveling of snow, if required); (16) facilities maintenance procedures (including schedule and tasks to be performed daily, weekly, monthly, quarterly and annually, equipment to be used or leased, hours of work, number of employees required); equipment maintenance procedures (including schedule and tasks to be performed daily, weekly, monthly, quarterly and annually, as well as emergency repairs procedures/contracts); (17) emergency procedures; (18) procedures to identify and

handle abandoned and stolen vehicles; (19) location of Manager's office, and home and mobile phone numbers; (20) shuttle bus operating procedures; and (21) company personnel policies. It shall be the responsibility of Manager to continuously update the contents of the manual to ensure that at all times it reflects the most current policies and procedures for the management and operation of the Parking Facilities. All of said changes shall be subject to written approval by the Executive Director.

D. Manager shall handle customer complaints in accordance with the procedures established by Manager, approved by the Executive Director, and included in Manager's Procedures Manual approved by the Executive Director.

E. Manager shall develop competitive purchasing and procurement policies and procedures for the management and operation of the Parking Facilities to assure that Manager will obtain quality materials, supplies, services and equipment for the Parking Facilities at a competitive price. Said policies and procedures shall be subject to approval of the Executive Director and shall be included in Manager's Procedures Manual approved by the Executive Director.

3.06 Manager's Prohibitions

A. Manager shall not allow unauthorized motor vehicles, boats, campers, motor homes, or storage trailers to park or be parked in the Parking Facilities for storage purposes unrelated to passenger service.

B. Manager shall not permit the Parking Facilities to constitute a nuisance and shall not conduct its business in a loud, boisterous or otherwise improper manner so as to annoy, disturb or offend customers, patrons, concessionaires or tenants of Authority.

C. Manager shall not directly or indirectly run or operate a courtesy vehicle or in any way provide free passenger service to or from any motel, hotel or rent-a-car business or location. Manager shall not advertise in the Parking Facilities, or elsewhere at the Airport, any motel, hotel, overnight service or any other service or business provided by Manager.

D. Manager shall not advertise or allow advertising of any kind at or from the Parking Facilities.

E. Manager shall not alter, modify, improve or change the Parking Facilities without the prior written approval of the Executive Director.

F. Manager shall not divert or cause the diversion of any parking from the Airport. During the term of this Agreement and any renewal hereof, Manager agrees not to indirectly or directly own, operate, or have any financial interest in any automobile parking lot or structure within a five mile radius of the Airport.

G. Manager and its agents, employees, contractors and subcontractors shall conduct themselves in an orderly and proper manner so as not to disturb, annoy or offend others at the Airport. Upon notification by the Executive Director of any violation hereof,

Manager shall forthwith take all reasonable measures necessary to terminate the offensive, disorderly, or improper conduct.

H. Manager and its agents, employees, contractors and subcontractors shall at all times observe and comply with all Authority, local, state and federal laws, ordinances, regulations and policies.

I. Manager shall not install, maintain or operate or permit the installation, maintenance or operation of pay telephones, vending machines or any other coin-operated machine or device for the purpose of selling, offering for sale, or providing any merchandise, product or service upon the Parking Facilities. For the purposes of this provision, but without limiting the generality hereof, amusement, music and entertainment shall be deemed to be services. Authority reserves the right to install or have Manager install any of the afore-referenced equipment, machines or devices, and all income therefrom shall be paid to Authority.

J. Manager shall not post, install or erect any sign, placard or poster at the Parking Facilities or anywhere at the Airport without the prior written permission of the Executive Director. Such signs as may from time to time be permitted by the Executive Director shall be made, posted, maintained and removed in accordance with his or her approval and directions, with the cost thereof being an allowable expense hereunder. Authority shall have the right to remove unauthorized signs at Manager's sole cost and expense.

K. Manager agrees to observe and abide by all procedures, rules and regulations promulgated from time to time by the Federal Government or Executive Director concerning security matters, parking ingress and egress, and any other operational matters related to the Airport.

ARTICLE IV

TERM OF AGREEMENT

4.01 Term The term of this Agreement shall commence at 12:01 a.m., local time, on November 1, 2017, and terminate at midnight, local time, on October 31, 2022, subject to earlier termination as provided for in this Agreement. Thereafter, the Term of this Agreement may be extended at the sole discretion of Authority for up to an additional five-year period. This Agreement shall terminate no later than October 31, 2027.

4.02 Early Termination Notwithstanding the provisions of Section 4.01 above, Authority shall have the right to terminate this Agreement, without cause, at any time during the term by giving Manager 90 days advance written notice of said termination. Notice of contract award on any new agreement shall constitute notice whether 90 days is applicable or not.

4.03 Continuation After Term Should Manager continue to manage and operate the Parking Facilities, upon the expiration of the term, without notice of cessation

or termination by Authority, said continuation shall be deemed a month-to-month renewal of this Agreement terminable by Authority, without cause, upon 30 days written notice.

4.04 Transition Upon expiration or earlier termination of this Agreement, Manager agrees to cooperate fully with the Authority and with any successor manager chosen by Authority to ensure a smooth transition from Manager to such successor.

ARTICLE V

MANAGER'S REIMBURSEMENTS AND COMPENSATION

As consideration for Manager providing those services described in this Agreement, Manager shall be reimbursed and compensated as described in Sections 5.01 and 5.02 hereof.

5.01 Reimbursements Subject to the limits established in Manager's Annual Budget, as approved in advance and in writing by the Executive Director, Manager shall be reimbursed for any of the following costs it incurs in managing and operating the Parking Facilities ("Reimbursement"):

A. Direct salaries and wages, including overtime, of personnel while directly employed on-site in the management and operation of the Parking Facilities under this Agreement. Any overtime reimbursement requested from Authority shall be within the overtime allowance established in Manager's approved Budget and, upon request of Executive Director, may be required to be accompanied by an explanation of the need for such overtime.

B. The fringe benefit costs on direct salary and wage costs, allowable under Paragraph A above, including the cost of unemployment, excise and payroll taxes, contributions for social security and Medicare insurance, worker's compensation insurance, pension payments, hospitalization benefits and vacation and holiday pay, if any. Manager shall provide an estimated fringe benefit rate as part of Manager's Annual Budget for the prior written approval of the Executive Director. This estimated fringe benefit rate shall be subject to adjustment at year's end of each Contract Year after audit of Manager's actual direct expenses included within the calculation of Manager's fringe benefit cost for the Contract year. Manager shall be reimbursed for its allowable fringe benefit costs by multiplying the approved estimated fringe benefit rate times the total allowable direct salaries and wages under Paragraph A above.

C. Other allowable direct non-salary costs incurred by Manager for the management and operation of the Parking Facilities, which shall include the following:

1. costs for its operation of an on-site Airport office, including such items as office supplies, postage, cell phone expense, computer programming, on-site data processing costs, and furnishings;

2. the costs of maintaining Manager-owned and Authority-owned Parking

Equipment and Operating Equipment used in the operation of the Parking Facilities as approved by Authority and shown on Exhibit B;

3. the cost of all other on-site direct management and operating expenses, including, but not limited to, signage, snow removal and ice control, tickets and forms, uniforms, contract services, rental of equipment, annual audit expenses (required by this Agreement), lot maintenance (i.e., striping, sweeping, cleaning, repairs), service agreements, general supplies, taxes and licenses directly charged to the Parking Facilities site or operation, Authority approved bank and credit card service charges, utilities expense, if any, and such other reasonable and necessary direct non-salary costs approved in Manager's annual Budget.

4. Manager's approved Amortization Payment, if any, allowable pursuant to Section 10.01 hereof and shown on Exhibit C.

D. The net book value of the equipment and improvements acquired or installed by Manager pursuant to the provisions of Section 10.01 hereof which are reimbursable to Manager pursuant to the provisions of Section 10.03 hereof and the cost of any equipment or improvements acquired or installed by Manager pursuant to Section 10.01 hereof which are to be reimbursed Manager pursuant to the provisions of Section 10.04 hereof. Payments made to Manager pursuant to this paragraph shall not be considered Reimbursements for the calculation of Management Compensation.

E. No expenses other than those specified herein as Reimbursements shall be reimbursed to Manager. Manager's costs for insurance, which needs to be specially listed out by type and expense, performance guarantees, annual audits, fidelity bonds as well as overhead, corporate and regional office expenses and all indirect, non-site specific costs are covered within "Manager's Compensation" provided for in Section 5.02, including but not limited to the following: salaries and related costs and expenses of nonresident or indirect legal, audit, administrative, operations, bookkeeping and executive personnel of the Manager who provide indirect services to the Manager's operations at the facilities; business licenses and permits; franchise fees; assessments; bookkeeping fees; administrative fees; accounting fees, except for sales taxes and permit fees incurred on items and services purchased for the Parking Facilities; federal, state, and local income and personal property taxes incurred by the Manager or any individual of the Manager's operations; accounting and audit department costs; information system costs; travel expenses of home office or regional managers; general office expenses; entertainment, accommodations, or equipment; contract negotiation expense; costs of settlements of legal disputes involving human rights violations, legal claims and suits, including, without limitation, sexual harassment claims or environmental claims; claim management fees; leasing, maintenance or utility costs of other Manager facilities; the cost of any legal penalties, fines or tickets incurred by the Manager or the Manager's employees, agents or invitees; and all costs of working capital including those related to site operations. Reimbursement will not be made for any expense not included in Manager's approved Annual Budget for said Parking Facilities, as further described in

Section 6.07.

5.02 Manager's Compensation In addition to the Reimbursement allowable to Manager pursuant to the terms of Section 5.01 above, Authority shall allow Manager, on a monthly basis, as compensation to Manager for the month, the greater of the amount of Manager's Percentage Compensation for the month, calculated in accordance with the terms of this Article V, Article VI and Exhibit E, or: i) the monthly amount in effect for the First Contract Year, or ii) one- twelfth of the amount of Manager's Fixed Compensation for the each succeeding Contract Year.

5.03 Request for Reimbursement and Compensation Not later than five business days after the close of each month under this Agreement, Manager shall prepare and file with the Executive Director a written request for Reimbursement and Manager's Compensation in the format described in Exhibit E to this Agreement ("Request for Reimbursement and Manager's Compensation"). The request shall be certified by the Site Manager and Manager's senior finance department representative responsible for preparation of said request. The request shall be accompanied by a certified copy of Manager's payroll for the month, together with receipts for other Reimbursements as called for in Exhibit E. The Executive Director shall review and either approve or disapprove, in whole or in part, the amount of each Request for Reimbursement and Manager's Compensation within ten business days from receipt of each said request. The approval of said requests shall be subject to final year-end adjustments in accordance with Manager's annual reconciliation as specified in Section 5.04 hereof and Manager's annual audit as prescribed in Section 6.08 hereof.

5.04 Annual Reconciliation At the end of the First Contract Year and each Contract Year thereafter, if the total Manager's Compensation paid by the Authority for that Contract Year exceed the greater of 1) the Manager's Fixed Compensation for that Contract Year or 2) the amount of Manager's Annual Percentage Compensation for that Contract Year, such excess shall be deducted by Authority from the Manager's Compensation next thereafter due to Manager or shall be paid to Authority if the term shall have expired. If the total Manager's Compensation paid by Authority for such Contract Year is less than the greater of 1) the Manager's Fixed Compensation for such Contract Year or, 2) the amount of Manager's Annual Percentage Compensation for the Contract Year, Authority will remit the deficiency to the Manager, with the Manager's Compensation next thereafter due or shall be paid by Authority within ten business days, if the term shall have expired.

ARTICLE VI

GROSS RECEIPTS AND REPORTS

6.01 Gross Receipts "Gross Receipts" shall mean and include all monies paid or payable to Manager for the parking of automobiles and other authorized motor vehicles within the Parking Facilities at the Airport and revenue for services provided by Manager or any other revenue derived on account of the Manager's operation of the

Parking Facilities. Without limiting the foregoing, Gross Receipts shall expressly include (a) all monies actually collected from customers and patrons, including receipts from customer and patron credit card transactions; (b) all monies which, in accordance with the Parking Charges established and authorized by Authority for the use of the Parking Facilities, Manager should have collected from any customers or patrons; and (c) all other receipts received or accrued or paid or payable to Manager for any service provided at the Parking Facilities.

Manager shall collect any and all local sales, excise or other patron taxes which may be due and payable on account of Parking Charges or parking transactions at the Parking Facilities and, at Authority's election, shall either (a) deliver said receipts to Authority for transmittal to the taxing authorities, or (b) transmit such tax receipts directly to the taxing authorities along with appropriate tax returns.

6.02 Adjusted Gross Receipts The following deductions, exclusions and allowances shall be made against Gross Receipts to determine Adjusted Gross Receipts. Adjusted Gross Receipts shall not include that portion of Parking Charges on any parking ticket issued at the Parking Facilities which is validated as "free parking" or "adjusted parking" under a validation or charge adjustment procedure approved in writing by the Executive Director. Adjusted Gross Receipts shall not include those parking charges Manager should have collected and were not collected. Adjusted Gross Receipts shall not include, to the extent included in deposits or deposited with Gross Receipts, taxes that may be hereafter imposed by law which are separately stated to and paid by a customer or patron and which are lawfully required to be collected by Manager for a taxing authority, and directly payable by Manager to said taxing authority, parking overcharges, the amount of any deductions or transaction fees for credit card transactions, and all other deductions from or adjustments to Gross Receipts authorized in writing by the Executive Director. Any interest or authorized investment income earned on deposits of Gross Receipts shall not be includable in the calculation of Adjusted Gross Receipts, all of said interest or investment income being payable to the Authority.

6.03 Deposits Manager shall require its cashiers to prepare deposits and deposit slips, in accordance with the lot and revenue control procedures approved by the Executive Director and included within Manager's approved Procedures Manual prepared in accordance with the provisions of Paragraph C of Section 3.05 of this Agreement, for all Gross Receipts received during their respective shifts. Manager shall deposit said cashier-prepared deposits, intact, daily, in such bank or other depository account as the Executive Director shall, from time to time, require. Said deposits shall be made to a bank account as instructed by the Authority's Director of Finance. Manager shall provide the Authority's Director of Finance with a copy of all daily deposit slips covering such deposits by 4:00 p.m. of Authority's next business day. On weekends, holidays and nights, Manager shall deposit Gross Receipts in such bank's or other depository's night deposit vault. In the event that Manager shall fail to make a daily deposit of Gross Receipts, Manager shall pay a penalty equal to ten percent of the undeposited Gross Receipts for each 24 hour delay in making such deposit, which amount shall be payable

to Authority on demand. Authority shall reimburse Manager within 30 days of Manager's submission of Manager's Reimbursement and Compensation Request provided all required receipts and supporting documentation are in order.

6.04 Accounting Records Manager shall keep true and accurate books of account and records covering the Gross Receipts and expenses of operating and maintaining the Parking Facilities, including Reimbursements and Manager's Compensation, during the term and any renewal hereof and for three years thereafter. Said books of account and records shall be kept and preserved in hard copy, computer disc, microfilm or other media source acceptable to Authority.

6.05 Reports and Supporting Information

A. Manager shall prepare and file with the Authority's Director of Finance and the Director of Operations and Maintenance, by the due date therefor, those daily, monthly and annual reports ("Reports") regarding the operation and management of the Parking Facilities as called for in this Article VI and in the lot and revenue control procedures and the customer and patron complaints, claims, disputes and correspondence procedures approved by the Executive Director.

B. Manager shall also keep full and accurate records, books, summaries and data with respect to all collections of Parking Charges made or which should have been made by it hereunder, including the tickets issued, redeemed, lost, unaccounted for and any transactional information related thereto, which shall support the monthly Statements and Reports delivered to Authority, including the amount of any state or local sales, excise, or other consumer tax return records. Manager shall retain all such supporting documentation (including all parking tickets, transactional data and lost ticket reports) and shall make such documentation available to the Authority on request. Manager shall continue to retain all such Parking Charges documentation for such retention periods as are agreed to by Authority and Manager and included in the Procedures Manual. The making of any willfully false report or statement of any kind shall authorize the Authority to immediately terminate this Agreement.

C. Authority shall have the absolute right to copy and use for its benefit or the benefit of any successor operator, any and all reports and supporting information in any way related to the operation and management of the Parking Facilities or any transactions or parking therein. Manager shall prepare and provide to Authority, as and when requested, such other transactional and operational data regarding the management and operation of the Parking Facilities as the Executive Director may request from time to time.

6.06 Rights of Inspection and Audit Should Authority elect from time to time to inspect the books of account and records referenced in Section 6.04 or the Reports or any supporting information referenced in Section 6.05, Manager shall provide Authority and its representatives, upon three calendar days prior written notice, unlimited access to all of its books of account and records (including but not limited to those records

maintained on microfilm and computer disks), Reports and supporting information, all of which may be copied by Authority and its representatives. Without limiting the generality of the foregoing, the Authority or its representative shall have the right, upon three calendar days prior notice, at any time and from time to time, to audit all of the records of Manager relating to business transacted at or from the Airport including, but not limited to, those identified in Sections 6.04 and 6.05 and, upon request, Manager shall make all such information available for such examination at the Airport, all of which may be copied by Authority and its representatives. If delay or additional costs are incurred in connection with such audit, which are caused by Manager, Manager shall be responsible for such additional costs. If Manager so desires, and Authority concurs, the Authority or its representative may conduct the audit at a location, other than at the Airport, at Manager's expense, including, but not limited to, Manager's reimbursement of Authority's travel expenses, travel time, and other related expenses. None of the aforementioned expenses shall be included as a Reimbursement by Manager under the provisions of this Agreement. If an audit discloses that any of the books of account or records or Reports then being audited understated or overstated the Gross Receipts by two percent or more, overstated Reimbursements by two percent or more, or overstated Manager's Compensation by two percent or more, the costs and expenses of the audit, the amount due and interest on the amount due at the rate of 18 percent per annum from the end of the month in which such discrepancy occurred, shall be paid immediately to Authority by Manager. The understatement or overstatement shall also constitute a breach of this Agreement. If an audit discloses amounts due Authority below the threshold amounts aforesaid, the amount due, together with interest on the amount due at the rate of 18 percent per annum from the end of the month in which such discrepancy occurred, shall be paid immediately to Authority by Manager.

6.07 Manager's Annual Budget Prior to the commencement date of this Agreement, and thereafter by November 1st of each Contract Year, Manager shall prepare and submit to the Airport Director for his or her written approval an annual Budget of estimated Gross Receipts, Reimbursements, Manager's Compensation and estimated Net Revenue. The Budget shall be in the format described in Exhibit H attached hereto with appropriate supporting detail, including detail of direct salary and wage expense, fringe benefit costs and supporting schedules for major categories of operating expense comprising Reimbursements. The form and content of said supporting data will be agreed to by Authority and Manager as part of the initial Budget approval process under this Agreement. Once approved by the Airport Director, said approved Budget shall be the control limit on Reimbursements to Manager and Manager's Compensation under this Agreement. Said Budget shall also include a calculation of Manager's estimated fringe benefit rate for the Contract Year in question. Such annual Budget shall be effective on July 1 of each Contract Year. Manager shall prepare and file with the Authority by the fifteenth date of the month following the close of each quarter of a Contract Year hereunder, a year-to-date report on Manager's Annual Budget, including an analysis of positive and negative variances, if any.

6.08 Annual Audited Statement of Net Revenues Within 90 days of the end of each Contract Year during the term of this Agreement or any renewal hereof, Manager shall submit to the Executive Director, in form and content acceptable to her or him, a "Schedule of Gross Receipts, Reimbursements and Manager's Compensation" for the Asheville Regional Airport Parking Facilities, prepared in accordance with generally accepted accounting principles, accompanied by an opinion of an independent certified public accountant, which statement shall set forth the Gross Receipts, Reimbursements and Manager's Compensation for the prior year and as authorized under this Agreement. If any such statement discloses that additional sums are due Authority, Manager shall pay to Authority such additional sums with the submission of said statement to Authority at the office of the Executive Director. If any such statement discloses that additional sums are due Manager, Authority shall authorize such additional payment to Manager within ten days of receipt of said statement. The aforesaid statement shall be accompanied by the opinion of such independent certified public accountant in accordance with the provisions of Statement of Auditing Standards No. 62, Special Reports, as promulgated by the AICPA, in substantially the following form:

"We have audited the accompanying Schedule of Gross Receipts, Reimbursements and Manager's Compensation (as those terms are defined in the Management Agreement dated _____, 20__, between the Greater Asheville Regional Airport Authority and _____, (Manager) for the Asheville Regional Airport Parking Facilities for the twelve months ended _____. This Schedule is the responsibility of _____'s management. Our responsibility is to express an opinion on this Schedule based on our audit.

We have conducted our audit of the Schedule in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall Schedule presentations. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the Schedule of Gross Receipts, Reimbursements and Manager's Compensation referred to above presents fairly, in all material respects, the Gross Receipts, Reimbursements and Manager's Compensation for the twelve months ended _____, as defined in the Management Agreement referred to above."

In addition to providing the above opinion, the auditor shall provide a supplemental management letter, in form and substance acceptable to the Executive

Director, reporting on the adequacy of Manager's internal controls in the operation of the Parking Facilities.

ARTICLE VII
MAINTENANCE AND REPAIRS
AND IMPROVEMENTS

7.01 Authority Maintenance and Repairs

A. Authority shall be responsible for all structural maintenance and repairs or replacements of garage, including external window washing, all surface areas comprising the Parking Facilities; the exit plaza facilities, including the canopy, islands, toll booths and the Manager's office; sidewalks, walkways; directional signs to, from but not within the Parking Facilities, and permanent fixtures and fixed improvements which comprise the Parking Facilities; electrical systems and service lines provided to the Parking Facilities and to Parking Equipment; for area exterior lighting within the Parking Facilities; for storm water and drainage systems within and to and from the Parking Facilities; and for plumbing and HVAC systems within the Manager's office and booths. Authority shall also be responsible for ordinary repairs and routine maintenance of the Authority owned shuttle buses and golf cart should this service be provided; ordinary repairs to plumbing and HVAC systems in Manager's office and booths; and the ordinary maintenance and repair of lot electrical, drainage and storm water systems and the lot lighting, including re-lamping. Authority will be responsible for crack-sealing, seal coating, repairing or overlaying of pavement, but Manager shall be responsible for clearing vehicles from areas to be maintained or rehabilitated. Authority shall be responsible for maintaining/replacing all full sized trees and arranging for the replacement of other plantings on its own initiative or the suggestion of Manager.

B. Authority may, at its option, from time to time, direct Manager to perform any maintenance, repair or replacement for which Authority is responsible hereunder, in which event Manager will be paid the cost of its performance as a Reimbursement in accordance with Section 5.01.

C. The cost of any repair, replacement or maintenance incurred by Authority, other than ordinary wear and tear as a result of Manager's negligence or intentional misconduct, or that of its subcontractors, shall be reimbursed to Authority by Manager and said cost shall not be allowable as a Reimbursement pursuant to Section 5.01.

7.02 Manager's Maintenance and Repairs

A. Manager shall be responsible for all maintenance and repairs to the Parking Facilities not otherwise the obligation of Authority under Section 7.01 above, the Parking Equipment and the Operating Equipment. Manager's obligations shall include, without limitation, all snow and ice removal from and treatment of all parking areas and

roadways within the Parking Facilities, including, the entrance and exit lanes of the Parking Facilities, sidewalks, ramps, and steps within the parking facility up to Terminal Drive, from whatever cause or source; cleaning and sweeping of pavement up to Terminal Drive, including entrance and exit lanes and sidewalks ramps and steps; lot striping and marking; if necessary; mowing, seeding, trimming and trash removal from grass islands and fertilized areas; daily trash removal from the garage, basic window cleaning and stainless steel polishing of the garage stair towers and elevators, daily sweeping of the vestibules and stairwells, and other daily requirements as set forth by the Authority within the parking facility, and grass areas around the parking facilities as indicated in Exhibit I, and the provision of and maintenance and repair of all parking signage within the Parking Facilities, the locator signs mounted on the light poles. Manager shall restripe and/or paint the stalls, lanes, fire lanes and directional surface markings of the short term, long-term and overflow lots of the Parking Facilities at such intervals during the term as may be recommended by Manager and agreed to or established by the Executive Director.

B. As part of its obligations to Authority, Manager shall have the duty to promptly notify the Authority's Director of Operations and Maintenance of any conditions or events which would necessitate Authority performing any of its maintenance, repair or replacement obligations under the above provisions of Section 7.01.

7.03 Authority's Right To Inspect Maintenance The Authority shall be the sole judge of the quality of maintenance and repairs performed by the Manager. The Authority may at any time, without notice, enter the Parking Facilities to determine if satisfactory maintenance and repairs are being performed. If Authority determines that said maintenance or repair is not satisfactory, Authority shall so notify Manager in writing. If said maintenance or repair is not performed satisfactorily by Manager within 15 days after receipt of the aforesaid written notice, Authority or its agents shall have the right to enter upon the Parking Facilities and perform the maintenance or repair on behalf of Manager and Manager agrees to promptly reimburse Authority for administrative costs equal to 15% of total cost.

Notwithstanding the above provision, any hazardous or potentially hazardous condition shall be corrected immediately upon receipt by Manager of oral notice given by Authority.

7.04 Cleaning of Parking Facilities Manager shall be responsible for the cleaning of the Parking Facilities, including sidewalks, ramps, steps and landscaped areas, which shall include but not be limited to sweeping, mowing, picking up, and containerizing all litter, debris, trash, waste, garbage, leaves, sand, abrasive materials, refuse, and petroleum wastes and the removal and clean-up of gas, solvents, and similar spills from vehicles using said areas and facilities, in accordance with state and federal EPA requirements. Cleaning operations shall be performed as frequently as may be necessary to keep and maintain the Parking Facilities at all times in a clean and orderly condition. If Authority determines that said cleaning is not satisfactory, Authority shall so notify the

Manager in writing. If said cleaning is not performed satisfactorily by Manager within 24 hours after receipt of written notice, Authority or its agents shall have the right to enter upon the Parking Facilities and perform the cleaning, and the manager agrees to promptly reimburse Authority for administrative costs equal to 15% of total cleaning costs.

Manager shall provide complete and proper arrangements for the sanitary handling of all non-hazardous trash, garbage and other refuse resulting from its operation of the Parking Facilities and shall provide for the timely removal thereof to a Authority provided dumpster designated by Authority.

7.05 Maintenance Summary The parties hereto agree that the maintenance schedule attached hereto as Exhibit I summarizes the Authority's and Manager's major maintenance and repair obligations under this Agreement as of the effective date hereof. The parties hereto agree to amend the same from time to time as necessary to add, delete or clarify responsibilities of the parties with respect to maintenance and repair of the Parking Facilities. Except to the extent Exhibit I is specifically amended, then in the event of a conflict between the provisions of Exhibit I and this Article VII, the provisions of this Article VII shall control.

7.06 Use of Subcontractors In the event that Manager employs subcontractors to perform any maintenance or repair obligation of Manager, Manager shall provide Authority with the identification of said subcontractor, an indemnity to Authority covering said subcontracted work from said contractor, and certificates of insurance, in form and substance acceptable to Authority, evidencing liability, workers compensation and other applicable insurance required under Manager's approved procedures and naming the Authority, its officers, members and employees as additional insureds; provided that such indemnity and insurance shall be in addition to that provided by Manager, and shall not relieve Manager of its insurance and indemnity obligations otherwise provided herein to Authority. Manager's obligation to provide Authority with identification of said subcontractor shall include such information as is reasonably requested by Authority so as to demonstrate that the proposed subcontractor is independent and unaffiliated with Manager. Should the proposed subcontractor be affiliated with Manager, Authority shall have the right to require Manager to demonstrate that the amounts to be paid by Manager to said subcontractor do not exceed fair market rate.

7.07 Future Improvements by Authority During the term of this agreement, the Authority anticipates general improvements or upgrades of the Parking Facilities. Manager shall be responsible for maintaining such improvements including cleaning and sweeping, lot striping and markings, asphalt sealing, mowing, seeding, trimming and trash removal. Manager shall have the same obligations for all maintenance and repairs for any parking lot improvements for all maintenance and repairs as exists in the existing Parking Facilities.

ARTICLE VIII

REFUSE AND WASTE

8.01 Refuse Manager shall be responsible for the collection, storage and removal from the Parking Facilities of all garbage, debris and other non-hazardous waste materials, either solid or liquid, arising out of Manager's activities on the Airport or arising from its obligations pursuant to Article VII of this Agreement. Manager covenants to keep the Parking Facilities free and clear at all times of all such garbage, debris and other non-hazardous waste materials in accordance with its obligations pursuant to Article VII. No garbage, debris or other waste materials shall be thrown, discharged or deposited or permitted to be thrown, discharged or deposited on Airport property or any bordering property of the Airport, nor shall it be placed in waste containers owned and/or operated by Authority, except for a dumpster which shall be designated for Manager's use in common with other tenants.

8.02 Other Refuse and Hazardous Materials, Substances or Wastes

A. Compliance with Environmental Laws: Manager shall comply with all federal, state and local laws, rules, regulations, resolutions and ordinances controlling air, water, noise, solid wastes and other pollution, including SWMP and SPCC rules, and relating to the use, storage, transport, release or disposal of hazardous materials, substances, or waste.

B. General: Manager shall not bring or allow or permit to be brought onto the Parking Facilities any hazardous, toxic, or petroleum material, substance or waste, except as may be required in the normal conduct of its business and properly contained and stored, or as normally and properly contained in vehicles and equipment and in compliance with all applicable federal, state, and local laws, rules, and regulations.

C. Hazardous Wastes and Materials: Manager shall not store, dispose of or release any hazardous or toxic substances, wastes or materials of any kind on the Parking Facilities or Airport premises, nor shall Manager place such wastes in waste containers or dumpsters provided and emptied by the Authority. Compliance with all environmental laws shall be Manager's sole responsibility at its sole cost.

D. Report Release of Hazardous Materials: Manager shall immediately furnish to the Executive Director written notice of any and all releases of hazardous wastes, materials or substances whenever such releases are required to be reported to any federal, state, or local authority, and pay for all clean up and removal costs. Such written notice shall identify the substance released, the amount released, and the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains. Manager shall also provide Authority with copies of any and all reports resulting from tests on Airport property or made to any governmental agency which relate to Airport property.

E. Environmental Indemnification: Regardless of Authority's acquiescence and in addition to indemnification provisions contained elsewhere in this Agreement, Manager shall defend, indemnify and hold Authority, its officers, agents, and employees, harmless from all costs, liabilities, fines or penalties, including attorney's fees, resulting from or arising out of Manager's violation of this Article and agrees to reimburse said parties for any and all costs and expenses incurred in eliminating or remedying such violations. Manager further covenants and agrees to reimburse Authority and hold Authority, its officers, agents and employees harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the Authority as a result of Manager's disturbance, use, release or disposal of any petroleum product, asbestos, hazardous substance, material, or waste onto the ground or into the water or air. Notwithstanding the above, Manager shall in no way be liable for the introduction onto Airport property, including the Parking Facilities, of hazardous substances, wastes or materials by others, except for those others over which Manager has control or a duty to control; however, Manager shall be responsible for taking action to report and clean-up any release from a vehicle parked in the Parking Facilities in accordance with Paragraph D above.

F. Any environmental condition, hazardous substance or hazardous waste which was present on the Parking Facilities prior to this Agreement shall not be the responsibility of Manager.

ARTICLE IX

STORM WATER COMPLIANCE

9.01 Acknowledgments

A. Notwithstanding any other provisions or terms of the Agreement, Manager acknowledges that the Airport is subject to federal storm water regulations and Manager is responsible for SWPPP/SPCC compliance.

B. Notwithstanding any other provisions or terms of the Agreement, Manager acknowledges that the Airport is subject to federal storm water regulations, 40 C.F.R. Part 122, for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and any applicable state storm water regulations. Manager further acknowledges that it is familiar with these storm water regulations, and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

C. Notwithstanding any other provisions or terms of the Agreement, Manager acknowledges that Authority has taken steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for the Airport, including the Parking Facilities occupied, used or operated by the Manager. Manager

acknowledges that the storm water discharge permit issued to the Authority may name the Manager as a co-permittee.

D. Notwithstanding any other provisions or terms of this Agreement, and in addition to indemnification provisions contained elsewhere in this Agreement, Authority and Manager both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Manager acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to “significant materials” generated, stored, handled or otherwise used by the Manager, as defined in the federal storm water regulations, by implementing and maintaining “Best Management Practices.”

E. Manager acknowledges that Authority’s storm water discharge permit, as it may be amended, is incorporated by reference into this Agreement and any subsequent renewals.

9.02 Agreement Compliance

A. Authority will provide Manager with written notice of those storm water discharge permit requirements that are in Authority’s storm water permit and that Manager will be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of “good housekeeping” measures of Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Manager, within seven (7) days of receipt of such written notice, shall notify Authority writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Manager does not provide such timely notice, it is deemed to assent to undertake such requirements. If Manager provides Authority with timely written notice that it disputes such storm water discharge permit requirements, Authority and Manager agree to negotiate a prompt resolution of their differences. Manager warrants that it will not object to written notice from the Authority for purposes of delay or avoiding compliance.

B. Manager agrees to undertake those storm water discharge permit requirements for which it has received written notice from the Authority. Manager warrants that it shall meet any and all deadlines that may be imposed on or agreed to by Authority and Manager. Manager acknowledges that time is of the essence.

C. Authority agrees to provide Manager, at its request, with any non-privileged information collected and submitted to any governmental entity(ies) pursuant to applicable storm water regulations.

D. Manager agrees that the terms and conditions of the Airport’s storm water discharge permit may change from time to time and hereby appoints Authority as its agent to negotiate with the appropriate governmental entity(ies) any such permit

modifications.

E. Authority will give Manager written notice of any violation by Manager of the Authority's storm water discharge permit or program or the provisions of this section. Manager acknowledges and agrees that such a violation shall be considered material and shall constitute an event of default under this Agreement and grounds for termination. Manager agrees to cure promptly any violation.

F. Manager agrees to participate in any Authority-organized task force or other work group established to coordinate storm water activities at the Airport. It will arrange for a representative to attend annual training related to Authority's SWPPP and will implement relevant Best Management Practices contained in such Program.

9.04 Indemnification Notwithstanding any other provisions of this Agreement, Manager agrees to defend, indemnify and hold harmless Authority, its officials, officers, agents, and employees and other storm water permit co-permittees for any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Manager's actions or omissions, including without limitation, failure to comply with Manager's obligations under this Article, the applicable storm water regulations, and storm water discharge permit, unless the result of Authority's sole negligence. This indemnification shall survive any termination or non-renewal of this Agreement.

ARTICLE X

AUTHORIZATION OF AND REIMBURSEMENT FOR EQUIPMENT AND IMPROVEMENTS

10.01 Approvals for Parking Equipment, Operating Equipment and Improvements As of the execution date of this Agreement, there are no Manager-owned Parking Equipment or Operating Equipment or Manager-constructed improvements to the Parking Facilities.

Before Manager may acquire any Parking Equipment or Operating Equipment for, or make any improvements to the Parking Facilities, Manager must request approval from the Executive Director to acquire said equipment or make said improvements and provide the Executive Director with the justification and the cost therefor, the procurement specifications to be used to obtain said equipment or make said improvements, the allowable costs of financing therefor, if any, the estimated useful life of said equipment or improvement, and anticipated recurring expenses associated with the equipment or improvement (for example, for computer equipment, related software acquisition and anticipated need for periodic updates thereto). Upon written approval by the Executive Director, Manager shall proceed to acquire said equipment or make said improvement in accordance with said approvals, in accordance with the procurement process approved by Authority. Upon completion of the purchase or improvement, the equipment or improvement, its cost and useful life and its monthly amortization shall be

incorporated into revised Exhibits B and C. In addition, the Executive Director shall also have the right to require Manager to procure additional Parking Equipment, Operating Equipment or make improvements to Parking Facilities that she or he deems necessary for the operation of the Parking Facilities under the procedures as outlined aforesaid. Upon acquisition of said equipment or completion of said improvement, as aforesaid, Manager shall forthwith provide the Authority with evidence of payment to its contractors, subcontractors and suppliers and with verification of final costs in form and substance acceptable to the Executive Director.

10.02 Purchase of Equipment If, upon the expiration or termination of this Agreement, Manager and Authority do not enter into an Agreement providing for the continued management and operation of the Parking Facilities by Manager, so long as Manager is not in default hereunder, Authority shall pay Manager for the net book value of any Parking Equipment and Operating Equipment purchased for the operation of the Parking Facilities and approved by Executive Director and remaining unreimbursed. The net book value of said equipment shall be determined by multiplying Manager's initial cost for the same by the fraction, the numerator of which is the remaining useful life of said equipment, expressed in calendar months, and the denominator of which is the initial useful life of said equipment, expressed in calendar months. Manager shall provide Authority with all maintenance manuals.

10.03 Payment for Improvements If, upon the expiration or termination of this Agreement, Manager and Authority do not enter into a new Agreement providing for the continued operation and management of the Parking Facilities by Manager, so long as Manager is not in default hereunder, Authority shall reimburse Manager for the net book value of any improvements made by Manager to the Parking Facilities and approved by Airport Director and remaining un-reimbursed in full. Manager's reimbursement shall be the net book value of said improvement determined by multiplying Manager's initial cost for the same by the fraction, the numerator of which is the remaining useful life of said improvement, expressed in calendar months, and the denominator of which is the initial useful life of said improvement expressed in calendar months.

10.04 Immediate Reimbursement to Manager In lieu of payment to Manager of the Amortization Payment under Section 5.01, Paragraph C, Authority may elect to immediately reimburse Manager for the cost of any equipment purchase or improvement made pursuant to Section 10.01 above. In the event Authority so elects, Manager's cost will be reimbursed within 30 days of acquisition or completion, based upon Manager's invoice and such other documentation of title or completion as the Airport Director may require, and said equipment or improvement shall not be subject to an Amortization Payment.

10.05 Other Provisions Governing Equipment Acquisition and Improvements The Manager shall follow and strictly comply with the following provisions in its procurement of equipment and making any improvement under the provisions of Section 10.01 above.

- A. Manager will not acquire any Parking Equipment or Operating Equipment

nor make any alterations or improvements to the Parking Facilities until after first obtaining the written consent of the Executive Director in accordance with Section 10.01 above. All installations of equipment and alterations and improvements to the Parking Facilities made by the Manager shall be made in a workmanlike manner without damage to the Parking Facilities, except such damage that is promptly repaired or corrected by the Manager. No installation, improvement or alteration shall be made unless the Airport Director shall first review and approve in writing the plans and specifications for such installation, alteration or improvement, and Manager shall have obtained all applicable building permits.

B. Construction Bonds and Insurance

1. Bonds Prior to the Executive Director granting authority to Manager to proceed with the installation of any equipment or the construction of improvements or alterations, Manager may be required to provide construction completion and labor and material payment guarantees, in a sum equal to the full cost of the installation or construction, such guarantees to be substantially in the form attached hereto as Exhibit J.

2. Insurance Prior to the Executive Director granting authority to proceed with the installation of any equipment or the construction of any improvement or alteration, Manager or its contractor shall take out and maintain during the construction period Workers' Compensation and Contractor's comprehensive general public liability insurance, wherein the Authority, its officers, agents and employees are named as additional insureds. Coverage shall protect the contractor and any subcontractor performing work from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations during the construction or installation, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by them. Such policy or policies shall not exclude the "Explosion Hazard" nor the "Collapse Hazard" and shall be in an amount not less than a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence. This insurance shall include coverage for damage of property of any nature in care, custody, or control of the contractor, or any property over which the contractor is directly or indirectly exercising physical control by reasons of the work to be performed.

The contractor shall also obtain Builder's Risk insurance covering all work incorporated in the Parking Facilities and all material for the same in, on or about the Airport.

In addition, the contractor shall obtain public liability insurance to cover each automobile, truck or other vehicle used in the performance of the installation or construction in an amount not less than a combined limit of One Million Dollars (\$1,000,000) for bodily injury and for property damage per occurrence.

The maintenance of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damages to any adjoining areas of the building or the work and property of others on the site beyond the limits of insurance maintained. All

agreements between Manager and its contractors shall provide that the contractor shall defend, indemnify and hold harmless the Asheville Regional Airport Authority, its officers, agents, and employees from any injury, damage, claims, fines or costs arising out of its work for Manager or the work of its subcontractors.

C. All Equipment and Improvements to Conform with Statutes All improvements, furniture, fixtures, equipment and finishes, including the plans and specifications therefor, constructed or installed by Manager, its agents or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations. Any approval given by the Authority or the Airport Director shall not constitute a representation or warranty as to such conformity; responsibility for compliance with all such laws and rules and regulations, including obtaining all necessary permits and approvals, shall at all times remain with Manager.

D. Disapprovals In the event of disapproval by the Executive Director of any portion of any plans or specifications, Manager shall promptly submit necessary modifications and revisions thereof for approval by Executive Director. Executive Director shall act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations shall be made in said plans or specifications after initial approval by Executive Director, and no alterations or improvements shall be made to or upon the Parking Facilities without the prior written approval of the Executive Director. The Authority, through the Executive Director, shall have the absolute right to disapprove the installation of any equipment or the construction of any improvements or alterations and such refusal shall be deemed reasonable and final.

E. Provision of As-Built Drawings Upon completion of any installation, improvement or alteration, Manager shall provide Authority two (2) completed sets of as-built drawings in reproducible and modifiable form as specified by Authority. Manager agrees that, upon the request of Authority, Manager will inspect the installation or improvement jointly with Authority to verify the as-built drawings.

F. Title to All Equipment Except as may be otherwise specified in writing in the Executive Director's approval to Manager pursuant to paragraph A above, title to all equipment acquired and improvements made to the Parking Facilities shall immediately pass and vest in Authority upon installation or completion. Title trade fixtures provided by Manager, which are not included as Parking Equipment or Operating Equipment and which purchase price has not been charged to Authority, hereunder shall remain in Manager. Unless otherwise agreed to in writing by Manager and Executive Director, upon completion of any installation, improvement or construction made by Manager to the Parking Facilities, title to same shall vest and remain in Authority.

G. Right to Other Property Except as may otherwise be provided for herein, Manager shall have the right upon the termination of this Agreement to remove any of its trade fixtures, expendables, and personal property, if any, from the Parking Facilities which have not assumed the nature of an improvement or fixture to real property and/or have not been paid for by Authority as a reimbursable or otherwise; provided, however, that Manager is not then in default hereunder, and provided further that

Manager, at its sole cost and expense, shall repair or shall reimburse the Authority for the cost of repairing any damage which may be caused by such removal. Upon failure of Manager to remove such property within twenty-four (24) hours after the date of termination of this Agreement, the Executive Director shall have the right to remove such property, notwithstanding any security interest in same, and to store it, and Manager shall pay to the Authority the cost of such removal and storage or at the option of the Authority's representative, any such property remaining after the termination of this Agreement shall immediately be and become the property of the Authority.

ARTICLE XI

INDEMNIFICATION AND INSURANCE

11.01 Indemnification – Authority Held Harmless Manager shall defend, indemnify and hold harmless the Authority, its past, present and future appointed officials, officers, agents and employees against and from any and all claims, demands, debts, liabilities, penalties, fines, and causes of action, including without limitation reimbursing the Authority for all expenses and reasonable attorneys' fees incurred in connection therewith, whether in law or in equity, by reason of death, injury or damage to any person or persons, or loss or damage or destruction of property or loss of use thereof, whether it be the person or property of Manager, or Authority or their agents, employees, invitees or of any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon the Parking Facilities.

11.02 Manager's Environmental Obligation and Indemnity

Manager shall not cause or permit any gasoline, oil, paint, paint waste or hazardous, toxic or dangerous waste, substance or material to be used or placed on, under, or about the Airport, including the Parking Facilities, in violation of this Agreement or any governmental laws or regulations, or filings, either federal or state, applicable to environmental concerns, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act and the Clean Water Act. In the event Manager becomes aware that any gasoline, oil, paint, paint waste or hazardous, toxic or dangerous waste, substance or material has been used or placed by it or its agents, servants, contractors or employees on, under, or about the Airport or the Parking Facilities, in violation of any such governmental law, regulation or ruling, Manager shall immediately notify the Authority in writing of such fact, and if such occurrence results from a breach by Manager of its obligations hereunder, Manager shall, at Manager's expense, take such remedial action as is necessary to correct any such violation, remove from the Airport such substances and materials giving rise to any such violation, and take such action as is necessary to prevent a recurrence of such violation. Manager shall have the affirmative duty to clean up and properly dispose of any gas, transmission fluid, or similar type of oil, leak or spill in and about the Parking Facilities occurring during the normal course of operations at the Parking Facilities.

In addition to and not in place of any other indemnification obligations contained in this Agreement, Manager shall defend, indemnify, and hold harmless the

Authority, its past, present and future officials, officers, agents and employees, from and against any and all costs of clean up or other remedial actions, claims, demands, suits, judgments, fines, penalties, costs and expenses for violations of any such governmental law, regulation, or ruling resulting from Manager's operations hereunder upon the Airport, including the Parking Facilities; and Manager shall reimburse the Authority for all expenses, including reasonable attorneys' fees, incurred in connection therewith. The Authority shall give Manager prompt and reasonable written notice of any such claim or action known to it, and Manager shall have the right to investigate, compromise, and defend the same to the extent of its own interest. Manager's obligation to indemnify hereunder shall survive any expiration and/or termination of this Agreement.

11.03 Waiver of Liability In no event shall Authority be liable in any manner to Manager or any other party as the result of the acts or omissions of Manager, its agents, employees, contractors or any tenant of Authority.

11.04 Insurance The following general requirements apply to all operations under this Agreement.

A. Insurance Required Prior to Execution Authority shall not execute this Agreement until all insurance requirements contained in this Agreement shall have been complied with as outlined below, and until evidence of such compliance satisfactory to the Authority as to form and content has been filed with the Executive Director. A certificate of insurance is the required form of evidence of compliance in all cases.

B. Quality of Insurance Company Any and all companies providing insurance required by this Agreement must meet minimum financial security requirements as follows: (1) Best's Rating not less than B+ and (2) current Best's Financial Category not less than Class VII. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide--Property-Casualty. The ratings for each company must be indicated on the certificate of insurance form.

C. Insurance to be Maintained During Term Any and all insurance required by this Agreement shall be maintained during the entire term of this Agreement, including any extensions thereto. Manager shall provide a Certificate of Insurance to evidence continued compliance with all insurance required hereunder, such certificates to be provided to the Executive Director from time to time. The Executive Director shall have the right to inquire into the adequacy of the insurance coverages set forth in this Agreement and to negotiate such adjustments as reasonably appear necessary.

D. Notice of Cancellation The Executive Director shall, without exception, be given not less than 30 days notice prior to cancellation or non-renewal for any reason other than non-payment of premium or for material change of any insurance required by this Agreement. Non-payment of premium or material change shall require ten days notice of cancellation or non-renewal. Confirmation of these mandatory notice of cancellation provisions shall appear on the certificate of insurance and on any insurance policies required by this Agreement.

E. Authority and Others as Additional Insureds The Greater Asheville Regional Airport Authority and its present and future members, officers, officials, agents

and employees and their respective heirs, personal representatives, successors and assigns, shall be covered as Additional Insureds under any and all insurance required by this Agreement except for Workers' Compensation and Employer's Liability, and such insurance shall be primary with respect to the Additional Insureds. Confirmation of this shall appear on the certificate of insurance and on any applicable insurance policies.

F. Authority of Insurance Agent Each and every agent acting as "Authorized Representative" on behalf of a company affording coverage under this Agreement shall warrant when signing the certificate of insurance that specific authorization has been granted by the companies for the agent to bind coverage as required and to execute the certificate of insurance as evidence of such coverage. In addition, each and every agent shall warrant when signing the certificate of insurance that the agent is licensed to do business in the State of North Carolina.

11.05 Commercial General Liability Insurance Manager shall procure and maintain Commercial General Liability Insurance, on a per occurrence basis, in an amount not less than \$5,000,000 Bodily Injury and Property Damage combined single limit. Coverage must include comprehensive Broad Form Contractual covering Manager's indemnity obligations hereunder, Property Damage, Personal Injury, and Garage Keepers Legal Liability Insurance; however, the coverage for Garage Keepers Legal Liability Insurance shall be in an amount not less than \$500,000 combined single limit as required by the Executive Director..

11.06 Fidelity and Employee Dishonesty Insurance Manager shall maintain in force with an insurance company authorized to do business in the State of North Carolina and meeting the requirements specified in Section 11.04, the following fidelity and employee dishonesty types of insurance:

A. Each employee shall be bonded to cover the amount of cash handled by such employee.

B. A fidelity bond satisfactory to Authority in its reasonable discretion, which insures that Manager complies with Section 6.01 and 6.03 of this Agreement. The insurance required under A and B above shall include the Authority as an additional insured.

11.07 Automobile Liability Insurance Manager shall procure and maintain Automobile Liability Insurance in an amount of not less than \$2,000,000 Bodily Injury and Property Damage combined single limit, on a per occurrence basis, on each motor vehicle used by Manager in its business operations at the Airport. Insurance coverage shall extend to vehicles, owned, hired, leased as well as non-owned vehicles and shall be indicated on the Certificate of Insurance.

In the event the Manager uses any motor vehicles in its business at the Airport which it does not own in its corporate name, non-owned motor vehicles coverage shall apply to such motor vehicles and must be endorsed on either the Manager's personal automobile policy or the Commercial General Liability coverage required under this Agreement.

11.08 Fire and Extended Coverage Insurance The Authority shall maintain standard fire and extended coverage insurance on the Parking Facilities including, but not limited to, improvements made by Manager, title to which has vested in the Authority. Such insurance will be to the extent of at least 80% of full replacement value as determined by Authority less a standard disappearing deductible clause. Manager shall maintain appropriate fire and casualty insurance to cover its own furnishings, personal property, trade fixtures, expendables, equipment and stock in trade, and acknowledges that Authority will not carry such insurance.

11.09 Workers' Compensation and Employer's Liability Insurance Manager shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the amounts required by the State of North Carolina.

11.10 Replacement Coverage If, at any time, coverage, carrier, limits, or minimum amounts on any policy, or the type of insurance required herein, shall become unsatisfactory to the Executive Director, the Manager shall forthwith provide a new policy meeting the requirements of the Executive Director.

11.11 Not A Limit On Liability Manager covenants and agrees that the insurance coverages required under this Agreement shall in no way be considered or used in any manner as a limit or cap of any kind on any liability or obligation that Manager may otherwise have, including without limitation, liability under the indemnification provisions contained herein.

11.12 Waiver of Subrogation If, and to the extent the Authority is not an additional insured on an applicable policy, no party shall have any right or claim against the Authority for any property damage (whether caused by negligence or the condition of the Parking Facilities or any part thereof) by way of subrogation or assignment, Manager hereby waiving and relinquishing any such right. Manager shall request its insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of Authority and provide verification of this waiver on the certificate of insurance provided to Authority.

11.13 No Third Party Beneficiaries It is specifically agreed between the parties hereto that it is not intended by any of the provisions nor any part of this Agreement: (i) to create in or on behalf of any other third party, person, organization or member of the public, rights as a third party beneficiary; or, (ii) to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms of the provisions of this Agreement.

ARTICLE XII

PERFORMANCE GUARANTEE

12.01 Amount of Performance Guarantee. Manager shall provide, file and maintain with Authority, during the term of this Agreement, a performance guarantee satisfactory in form and content to the Authority. The performance guarantee shall be in the initial amount of \$300,000.00 Dollars and shall be adjusted at the beginning of each Contract Year to be the greater of \$300,000.00 Dollars or the amount of the

average monthly Gross Receipts from the prior Contract Year. This performance guarantee is required to guarantee the full and faithful performance of all the terms and conditions of this Agreement by the Manager and shall be subject to claim by the Authority in the event of default by the Manager. Manager must ensure that the performance guarantee is maintained at all times in the proper amount throughout the period of the Agreement.

12.02 Form of Guarantee The performance guarantee, at the option of Manager, may be an irrevocable letter of credit from a bank acceptable to the Authority, which is either in the Asheville area or will accept a demand for payment by mail, the form of which has been approved by Authority's General Counsel; or it may be a performance bond, issued by an insurance company acceptable to the Authority, in substantially the form and content attached hereto as Exhibit K, and approved by Authority.

12.03 Certificate of Renewal At least 45 days prior to the expiration date on which any such performance guarantee expires, Manager shall provide and file with the Executive Director a renewal or replacement guarantee meeting the requirements of Section 12.02 aforesaid.

12.04 Maintenance of Guarantee If Manager fails to provide or maintain the performance guarantee in effect at any time during the period of the Agreement, the Manager shall be in default and this Agreement may be immediately terminated by the Authority.

ARTICLE XIII

DAMAGE TO PARKING FACILITIES/CURTAILMENT OF OPERATIONS

13.01 Partial Damage If the Parking Facilities or any essential appurtenant facilities thereto shall be partially damaged by fire, or other casualty, but said circumstance does not render the Parking Facilities untenable as determined by Authority, such damage shall be repaired to usable condition with due diligence by the Authority at its own cost and expense.

13.02 Substantial Damage If the Parking Facilities or any essential appurtenant facilities thereto shall be so extensively damaged by fire, or other casualty, as to render said Parking Facilities untenable, but capable of being repaired in 60 days, all as determined by Authority, such damage shall be repaired to usable condition with due diligence by the Authority at its own cost and expense. The Authority will use its best efforts to provide Manager with suitable alternate facilities to continue its operations while repairs are being completed and shall cover as Reimbursement such reasonable and necessary direct expenses of Manager for such temporary accommodations.

13.03 Extensive Damage If the Parking Facilities, any essential appurtenant facilities thereto, or any essential part of the Airport necessary to the conduct of air operations and the movement of passengers through the Airport shall be damaged by fire or other casualty to such an extent as to render the same untenable, thereby precluding passengers from using the Airport and Manager from conducting its

operations and the same is incapable of being repaired in 60 days all as determined by Authority, the Authority shall have the option of: (a) repairing and restoring the Parking Facilities or the damaged facilities to usable condition with due diligence at its own cost and expense; the Authority will use its best efforts to provide Manager with suitable alternate facilities to continue its operation while repairs are being completed and shall cover as Reimbursement such reasonable and necessary direct expenses of Manager for such relocation to said alternate facilities; or (b) within 90 days after the time of such damage and before any contract for repair or reconstruction thereof has been signed, either party may give the other party notice in writing of its intention to cancel this Agreement and, upon the receipt of such notice by the other party, this Agreement shall be canceled.

13.04 Damage Due to Manager's Negligence In the event the Parking Facilities or any other Airport facility shall be damaged or destroyed by fire or other casualty or otherwise due directly or indirectly to the willful act or negligence of the Manager or of its agents, employees, or contractors, Manager shall have no option to cancel this Agreement and to the extent that the cost of all repairs resulting from such action by Manager or of its agents, employees or contractors shall exceed the amount of any insurance proceeds payable to the Authority by reason of such damage or destruction, Manager shall pay the amount of such cost to the Authority.

13.05 Authority Right To Suspend Or Reduce Operations In the event of any damage, by fire or other casualty to the Airport or any major Airport facility, or in the event of any substantial curtailment of air traffic into or out of the Airport or substantial reduction in movement of passengers through the Airport, for any reason whatsoever, the Executive Director shall have the right to order a curtailment or suspension of operations by Manager and Manager shall immediately reduce staffing levels and otherwise reduce or suspend operations according to the instructions of the Executive Director for the period of such curtailment of operations and Manager's Fixed Compensation shall be equitably adjusted downward by Authority to reflect the reduction in operations at the Parking Facilities.

ARTICLE XIV

ASSIGNMENT AND SUBCONTRACTING

14.01 Consent Required Neither the Manager's right to use the Parking Facilities nor any of the rights, privileges or obligations granted hereunder may be subcontracted, either in whole or in part, nor shall Manager assign or transfer this Agreement or any right hereunder without the prior written consent of the Authority, nor shall it permit any transfer by operation of law of Manager's interest created hereby, without the prior written consent of the Authority. Consent by the Authority to any assignment or transfer of interest under this Agreement or subcontracting of Manager's rights or obligations to manage and operate the Parking Facilities or the rights and privileges granted hereunder or any part of either shall be limited to the instance stated in such written consent and shall not constitute a release, waiver, or consent to any other assignment, transfer of interest, or subcontract, and notwithstanding any such assignment, transfer of interest, or subcontract, Manager shall remain liable for the

performance of Manager's obligations under this Agreement. If Manager is privately held (i.e., ownership in Manager is not publicly traded), then the passage of control to persons or entities other than those listed in the Proposal Form delivered to Authority by Manager prior to the execution hereof, shall constitute an assignment or transfer of this Agreement by Manager, thus requiring the prior written consent of Authority.

ARTICLE XV

RIGHTS AND OBLIGATIONS OF THE AUTHORITY

15.01 Specific Rights The Authority retains for itself any and all rights and powers not especially granted to Manager; however, without limiting the generality of the foregoing, the Authority shall have the following specific rights.

A. Right of Entry and Inspection Authority shall have the right to enter the Parking Facilities at all times for the purpose of inspecting same, confirming Manager's compliance with the terms hereof, and of doing any and all things with reference to said Parking Facilities which the Authority is obligated or authorized to do as set forth herein. The Authority, through its employees, agents, representatives, contractors, and furnishers of utilities and other services shall have the right for its own benefit or for the benefit of other tenants at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and services and to enter upon the Parking Facilities at all reasonable times to make such repairs, replacements or alterations to such systems or services as the Authority may deem necessary or advisable, and, from time to time, to construct or install over, in or under the Parking Facilities new systems or parts thereof, and to use the Parking Facilities for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that the exercise of such right shall not unreasonably interfere with the use of the Parking Facilities by the Manager, and that every reasonable effort shall be made to restore the Parking Facilities to the condition existing prior to the exercise of such rights. Except in emergency, any maintenance work in, on, under or over the Parking Facilities shall be coordinated with Manager's Site Manager or representative prior to being initiated.

B. Rights during National Emergency The Authority reserves the right, during times of national emergency declared by the President of the United States, to lease the Airport or any part thereof to the United States Government if said Airport facilities are required for United States Government use. In the event such a lease is executed, the rights and privileges of this Agreement, insofar as they are inconsistent with the rights and privileges of the lease with the United States Government, shall be temporarily suspended and abated.

C. Security Vehicle Inspections. In the event the Federal Government determines that any portion of the parking lot and the spaces located there are too close to the Terminal Building, posing a threat to the security of the Airport, its facilities and occupants; and/or determines that the parking lot should be closed and only made available to the public after vehicles entering the lot have been inspected by a Authority authorized company, then in such an event, Manager will provide whatever services it

reasonably can to assist the Authority upon request and will have no claim for lost receipts as a result in the reduction in parking spaces.

ARTICLE XVI

TERMINATION, CANCELLATION, DEFAULT

16.01 Termination and Surrender Manager agrees to yield and deliver up to the Authority the Parking Facilities promptly at the termination of this Agreement, whether by expiration, cancellation or otherwise, in good condition, reasonable wear and tear excepted, and in accordance with its express obligations hereunder. In the event Manager shall fail to remove any trade fixtures, expendables or personal property installed or placed by it on the Parking Facilities, ownership of which remains with Manager, or in the event Manager shall fail to repair damage which exceeds normal wear and tear, then the Authority may make such removal or repair, and Manager agrees to pay all costs for removal and/or storage costs, and pay all costs of repair of damage to the Parking Facilities, Airport property or the property of others, and all expenses of restoring the property plus fifteen percent (15%) of such amount to cover all interest and administrative costs and expenses.

16.02 Cancellation by Manager Manager shall have the right, upon ten days prior written notice to Authority, to terminate this Agreement upon the happening of one or more of the following events, if said event or events shall then be continuing:

A. The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Manager of all or any substantial part of the Parking Facilities, or preventing or restraining the use of the Airport for normal airport purposes or the use of any part thereof which may be used by Manager and which is necessary for Manager's operations on the Airport, which remains in force for a period of at least 90 days;

B. The substantial breach by the Authority of any of the terms, covenants, commitments or conditions of this Agreement to be kept, performed, and observed by the Authority and the failure of the Authority to remedy such breach, within a period of 30 days after written notice from Manager of the existence of such breach, or if such event or default cannot with reasonable diligence be removed or cured within a period of 30 days, then upon the failure of the Authority to commence to cure or remove the same within said 30 day period and proceed with due diligence to complete the remedy thereof;

C. If the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to interfere materially with the Parking Facilities or Manager's operations, for a period of 60 consecutive days or more; and

D. If no scheduled airline is providing service at the Airport for a period of 60 consecutive days.

16.03 Events of Default by Manager The happening of one or more of the following events, if said event or events shall then be continuing, shall be considered an act of default by Manager:

- A. Manager shall make a general assignment for the benefit of creditors;
- B. Manager shall file a voluntary petition in bankruptcy or if a petition seeking its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under similar state laws shall be filed by or against Manager;
- C. An involuntary petition in bankruptcy shall be filed against Manager and Manager is thereafter adjudicated as bankrupt thereunder;
- D. Manager shall consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of the property of Manager.
- E. Manager shall voluntarily abandon and discontinue operations at the Parking Facilities;
- F. Manager shall fail to deposit Gross Receipts or transfer that portion of Authority's Gross Receipts when due under this Agreement and such failure shall not be remedied within 24 hours following receipt by Manager of written demand from the Authority to do so;
- G. The service offered by Manager deteriorates for a period which in the sole opinion of Authority, reasonably arrived at, materially and adversely affects Gross Receipts, materially falls below the level of service required to be performed and offered by Manager under this Agreement, provided that Manager shall be permitted seven days within which to restore service satisfactory to the Authority;
- H. Any lien is filed against the Parking Facilities because of an act or omission of Manager and such lien is not removed within 30 days; or
- I. Manager shall appoint or replace the Site Manager without the specific written approval of the Executive Director; or
- J. Manager shall default in fulfilling any of the other terms, covenants, or conditions to be fulfilled by it hereunder and shall fail to remedy such default within ten calendar days after written notice by the Authority of the existence of such default, or if such default cannot with reasonable diligence be cured within a period of ten calendar days, then upon the failure of Manager to commence to cure such default within said ten day period and proceed with due diligence to complete the remedying of said default.

In the event of an act of default, Authority shall have the right, in addition to and without prejudice to any other rights and remedies it may have as provided by law, to do the following: (1) upon mailing of written notice, terminate this Agreement and the rights of Manager hereunder; (2) without waiving any default, pay any sum required to be paid by Manager to others than the Authority and which Manager has failed to pay, or perform any obligation required to be performed by Manager hereunder, and any amounts so paid or expended by the Authority in fulfilling the obligations of Manager hereunder plus 18% of such amount to cover interest, administrative costs and expenses, shall be repaid by Manager to the Authority on demand; (3) sue for the collection of fees or other amounts for which Manager may be in default, including the collection of attorney fees, or for the performance of any other covenant, promise, or

agreement devolving upon Manager, or for damages for Manager's failure to perform, all without terminating this Agreement or re-entering and gaining possession of the Parking Facilities; (4) upon 24 hours notice, re-enter and repossess the improvements constructed on the Parking Facilities without any reimbursement or claim for compensation being available to Manager; or (5) exercise any and all additional rights and remedies which the Authority may have at law or in equity.

In the event that Manager defaults in the performance of any of the terms, conditions or agreements contained in this Agreement, and Authority places the enforcement of all or part of this Agreement in the hands of its attorney for enforcement, including, without limitation, filing of a suit upon the same, Manager agrees to pay all of Authority's reasonable attorney's fees and costs.

16.04 Authority Rights to Take Over Operations In addition to the rights of termination of the Authority hereunder, Authority shall have the right to take over the operation of the Parking Facilities either with its own personnel or with personnel provided by another operator, in the event the Parking Facilities remain closed or the service provided by the Manager is substantially interrupted for a period of at least four hours by reason of Manager being unable, for any reason whatsoever, to employ, maintain in its employ, or adequately provide the personnel necessary to keep the same open for public patronage. The Authority may continue the operation for so long as the Manager's inability shall last, and the Manager's Authority shall abate during such take-over by the Authority.

16.05 Rights and Remedies Cumulative All rights and remedies which are available by law or pursuant to 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 Authority at law or in equity.

16.06 Failure to Enforce The failure by either party to enforce, for any period or periods, any of the terms, covenants and conditions herein contained, shall not be deemed a waiver of any rights on the part of either party to enforce said terms, covenants and conditions at a later date, nor shall any failure by either party to enforce any of the terms of this Agreement be construed to be or act as a waiver by either party of any subsequent rights so to enforce.

16.07 Non-Waiver The payment or acceptance of any payment hereunder by either of the parties hereto for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be kept, performed and observed by said parties shall not be deemed as a waiver of any rights on the part of either of them to terminate this Agreement for any subsequent failure or for the continued failure by the other party so to perform, keep and observe the terms, conditions, or covenants hereof to be performed, kept and observed by it. No waiver by either party of any of the terms of this Agreement to be kept, performed, and observed by the other party shall be construed to be or act as a waiver of any subsequent default on the part of that party.

ARTICLE XVII

PROVISIONS APPLICABLE TO FACILITIES FUNDED WITH FEDERAL AND STATE GRANTS

17.01 Federal and State Grants and Public Use The parties acknowledge that the Airport will be operated as a public airport, subject to the provisions of the Federal Aviation Act of 1958 and grant agreements between the Authority and the federal government and between the Authority and the State government, containing assurances guaranteeing the public use of the Airport, so that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958. The Authority reserves the right to further develop or improve, as it sees fit, the Parking Facilities, the Terminal Complex, the Airport, its landing area and taxiways, and to construct other airports, regardless of the desires or views of Manager and without interference or hindrance therefrom. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Authority and the United States of America, including instrumentalities thereof, and between the Authority and the State of North Carolina, relative to the operation or maintenance for the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds in developing the Airport.

17.02 Modification to Comply with Federal and State Laws, Regulations or Agreements Should the State of North Carolina, United States of America or any instrumentality thereof having authority to do so require that any provision of this Agreement that is in violation of any federal or state law or regulation or any provision of an existing grant agreement between the Authority and the United States of America, any instrumentality thereof, or the State of North Carolina be changed or deleted or should any such change or deletion be required in order for the Airport either to continue as a part of the national airport plan or to retain its eligibility to participate in federal or state financial assistance programs, the Authority may give the Manager notice that it elects that any such change or deletion be made. Manager shall then elect either to consent to any such change or deletion or to cancel the remaining term of this Agreement. Such election shall be made in writing and delivered to the Authority within 30 days of the date the Authority gave notice to the Manager of its election that any such change or deletion be made.

17.03 Subordination to Federal and State Statute It is understood and agreed between the parties hereto that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the Authority and the United States of America or the State of North Carolina relative to the ownership, operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Airport Act of 1946, as amended, or any future act affecting the operation or maintenance of the Airport, or as a condition precedent to the granting of state or federal funds.

17.04 Rules and Regulations - Law Compliance Manager covenants and agrees to observe and comply with, and this Agreement shall be subject to, all requirements of the constituted public authorities, all federal, state and local statutes, laws, ordinances, rules, regulations and standards now and hereafter in force, which may be applicable to the operation of its business at the Airport, including, but not limited to, such Rules and Regulations as may be adopted by the Authority, or Executive Director, without in any manner limiting the generality of the foregoing, applicable rules and regulations of governmental units pertaining to the use or employment of socially and economically disadvantaged individuals, laws, rules and regulations pertaining to minorities, and laws, rules and regulations pertaining to handicapped persons insofar as they may be applicable to Manager. Manager specifically covenants and agrees that Manager shall be solely and exclusively responsible, at Manager's cost and expense, for compliance with the Americans With Disabilities Act and all implementing guidelines and regulations as it applies to Manager's operations except with respect to site specific facility requirements at the Parking Facilities.

17.05 Non-Discrimination Manager, for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Parking Facilities herein, (2) that in the construction of any improvement on, over or under land comprising the Parking Facilities and the furnishings of services thereof, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (3) that the Manager shall use the Parking Facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, 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 such Regulation may be amended.

In the event of breach of any of the above non-discrimination covenants, the Authority shall have the right to terminate this Agreement and to re-enter and repossess said Parking Facilities and hold the same as if this Agreement had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.

17.06 Affirmative Action Manager assures that it will undertake an affirmative action program as required by 14 CFR Part 152, to the extent the same may be applicable to Manager or to the use of the Parking Facilities, to insure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart; that it will require that its covered sublicensees or subcontractors, if any, provide assurances to Manager that they similarly will undertake affirmative action programs and that they will require assurance from their suborganizations, as required by 14 CFR Part 152, to the same effect.

17.07 Accessibility of Physically Handicapped To the extent the requirements of Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 27, and Titles II and III of the Americans with Disabilities Act of 1990 apply to the Parking Facilities or the operation and/or construction of any equipment or facilities by Manager on the Parking Facilities or any part thereof, such equipment shall be provided and facilities shall be designed, constructed, and operated, so that the Parking Facilities and any such equipment or facility is accessible to and usable by handicapped persons. To assure such design, construction and use, Manager will design and construct all improvements and procure and install all equipment in accordance with the Uniform Federal Accessibility Standards ("UFAS") and/or the American National Standards Institute "Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped" (ANSI A 117.1 1961 [R-1971]), as applicable, which standards are incorporated herein and made a part of this Agreement.

17.08 Disadvantaged Business Enterprise Program

A. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR, Part 23, Subpart F. Manager agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession Agreement, management contract or subcontract, purchase or lease Agreement, or other Agreement covered by 49 CFR, Part 23, Subpart F.

Manager agrees to include the statements set forth in the preceding paragraph in any subsequent subcontract agreements that it enters into for operations at the Airport and cause those businesses to similarly include the statement in further agreements, and all such subsequent agreements shall be subject to the provisions of Section 15.08 hereof.

B. Notwithstanding the above requirements of U.S. Department of Transportation regulations 49 CFR, Part 23, Subpart F, A contract goal of at least 8.2% Disadvantaged Business Enterprises (DBEs) has been established for this Agreement as established and outlined in the provisions of Section A(4) of the Memo to Prospective Proposers. Manager agrees that it will use best efforts, where procurement opportunities exist under this Agreement, to purchase materials, services, supplies and equipment from DBEs.

ARTICLE XVIII

GENERAL PROVISIONS

18.01 Invalid Provisions It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Authority or Manager in its respective

rights and obligations contained in the valid covenants, conditions or provisions of the Agreement.

18.02 Waiver of Claim Manager hereby waives any claim against the Authority and its elected officials, officers, agents or employees for loss of anticipated profits caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part hereof.

18.03 No Warranties or Inducements By executing this Agreement, Manager acknowledges that the Authority does not warrant the validity of any information that may have been furnished to Manager concerning the volume of passengers who have traveled through the Airport in the past, amounts of past parking revenues, amounts of parking space, or historical maintenance and operation costs of the Parking Facilities, and that Authority has not intended to provide or warrant any forecast of future passenger volumes, parking revenues, or maintenance and operations costs for the Parking Facilities; that such information as the Authority has furnished with respect to these and other matters has been intended merely as one source of information available for consideration by Manager which Manager has been encouraged to verify through its own investigation; that in its proposal and negotiations, Manager has relied upon its own resources as to all of these matters; and that it has not relied upon any inducements representations or forecasts of the Authority.

18.04 Restriction and Regulations The operations conducted by Manager pursuant to this Agreement shall be subject to, and Manager acknowledges and agrees that it shall comply with, the following:

A. Any and all applicable rules, regulations, orders and restrictions which are now in force or which may be adopted hereafter by Authority with respect to the operation of the Airport, including restrictions on airline schedules or arrivals and departures;

B. Any and all orders, directions or conditions issued, given or imposed by the Authority with respect to the use of roadways, driveways, curbs, sidewalks, public areas or the Parking Facilities on the Airport; and

C. Any and all applicable laws, ordinances, rules, statutes, regulations or orders, including, but not limited to, environmental statutes, health regulations, regulations or orders of any federal, state or municipal governmental authority lawfully exercising authority over the Airport or Manager's operations, including restrictions on airline schedules of arrivals and departures.

Authority shall not be liable to Manager for any diminution or deprivation of Manager's rights hereunder on account of the exercise of any such authority, nor, except as elsewhere expressly provided in this Agreement, shall Manager be entitled to terminate the whole or any portion of the Agreement by reason thereof unless the exercise of such authority shall so interfere with Manager's operation of the Parking Facilities as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of North Carolina.

18.05 Interpretation This Agreement and every question arising under it shall be construed according to its fair meaning in accordance with the Laws of the State of North Carolina. Nothing in this Agreement shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights of ownership enjoyed by the Authority in the Airport property or in any manner waiving or limiting its control over the operation or maintenance of Airport property or in derogation of such governmental rights as the Authority possesses, except as is specifically provided for herein.

18.06 Successor and Assigns Bound by Covenant Subject to the limitation on Manager's rights to assign or subcontract its rights or obligations under this Agreement, all covenants, stipulations and agreements in this Agreement shall extend to and bind legal representatives, successors and assigns, including successors-in-interest by merger and consolidation of the respective parties hereto.

18.07 No Partnership Created No agency, partnership, or joint venture relationship between the parties hereto is intended or shall be deemed to be created by this Agreement, and Manager shall not be made the agent or representative of the Authority for any purpose or in any manner whatsoever.

18.08 Manager is Independent Operator It is expressly understood and agreed by and between the parties hereto that the Manager is and shall remain an independent operator responsible to all parties for all of its acts or omissions and the Authority shall be in no way responsible for Manager's acts or omissions.

18.09 Situs and Service of Process Manager agrees all actions or proceedings arising directly or indirectly from this Agreement shall be governed by the laws of the State of North Carolina and shall be litigated only in Asheville City Circuit Court or the United States District Court for the Western District of North Carolina in the City of Asheville in the State of North Carolina and Manager hereby consents to the jurisdiction of such courts located within the City of Asheville, North Carolina, and waives personal service of any and all process upon the Manager herein, and consents that all such service or process shall be made by certified mail, return receipt requested, directed to the Manager at the address hereinafter stated, and service so made shall be complete two (2) days after the same shall have been posted as aforesaid.

18.10 Manager's Dealings with Authority Whenever in this Agreement, the Manager is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with the Authority, the Manager shall deal with the Authority's authorized representative; and unless or until the Authority shall give Manager written notice to the contrary, the Authority's authorized representative shall be the Executive Director.

18.11 No Third Party Beneficiaries Each of the parties hereto has entered into this Agreement solely for its own benefit, and it is their intent that no third party shall have a right to claim damages or bring any suit, action or other proceeding by or against either of the parties hereto because of any breach hereof.

18.12 Construction of Agreement Regardless of which party hereto is

responsible for the preparation and drafting of this Agreement, it shall not be construed more strictly against either party.

18.13 Notices Any notice or other communication from either party to the other pursuant to this Agreement shall be deemed given or communicated if hand delivered or sent by certified mail or overnight express carrier, return receipt requested, postage prepaid, addressed to the party for whom intended at the following addresses:

For Manager:

For Authority:

Greater Asheville Regional Airport Authority
61 Terminal Drive, Suite 1
Asheville, North Carolina 28732
Attn: Executive Director

or to such other address as the parties hereto may hereafter direct in writing.

18.14 No Personal Liability No past, present or future member, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any terms or provision of this Agreement or because of its or their execution or attempted execution of such Agreement.

18.15 Incorporation of Exhibits All Exhibits referred to herein, or provisions of other agreements or documents, which may, from time to time, be referred to herein or in any duly executed amendment hereto are (and with respect to future amendment, shall be) by such reference incorporated herein and shall be deemed a part of this Agreement as fully as if set forth herein. Exhibits attached hereto represent the documents of the Authority as of the date of said Exhibits. The Authority reserves the right to make changes in said documents from time to time or anytime as it in its sole determination may find appropriate, except that changes that may affect Manager's expenses of management and operation, including Reimbursements, and Manager's Compensation shall require Manager's written consent.

18.16 Headings The article, section and paragraph headings 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.

18.17 Severability If one or more articles, sections, paragraphs, clauses, or provisions of the Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

18.18 Survival of Warranties All warranties and covenants set forth in this Agreement shall survive the execution and performance of this Agreement.

18.19 Entire Agreement This Agreement, including the attached exhibits and Manager's proposal dated _____, as modified by subsequent negotiations between Manager and Authority, incorporated herein by reference, embodies the entire agreement between Authority and Manager relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between Authority and Manager relating thereto. In the event of a conflict between Manager's proposal dated _____ and this Agreement, the provisions of this Agreement shall control. This Agreement, including the attached exhibits, may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. This Agreement shall be amended if mandated or required by any present or future federal, state or local law, ordinance, rule, regulation, order or directive, or by any federal or state agency or department, or if necessary to bring this Agreement into compliance with any such law, ordinance, rule, regulation, order or directive.

IN WITNESS WHEREOF, the Greater Asheville Regional Airport Authority has caused this instrument to be signed in its corporate name by its Executive Director, attested by its Secretary, and its corporate seal to be hereunto affixed and Manager has caused this instrument to be signed in the ordinary course of business by the signatures below of its duly authorized representatives as the act of such entity, all effective on the day and year first above written.

MANAGER

GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY

By: _____

By: _____

Executive Director

Title: _____

Attest: _____

Attest: _____

EXHIBITS

Exhibit A

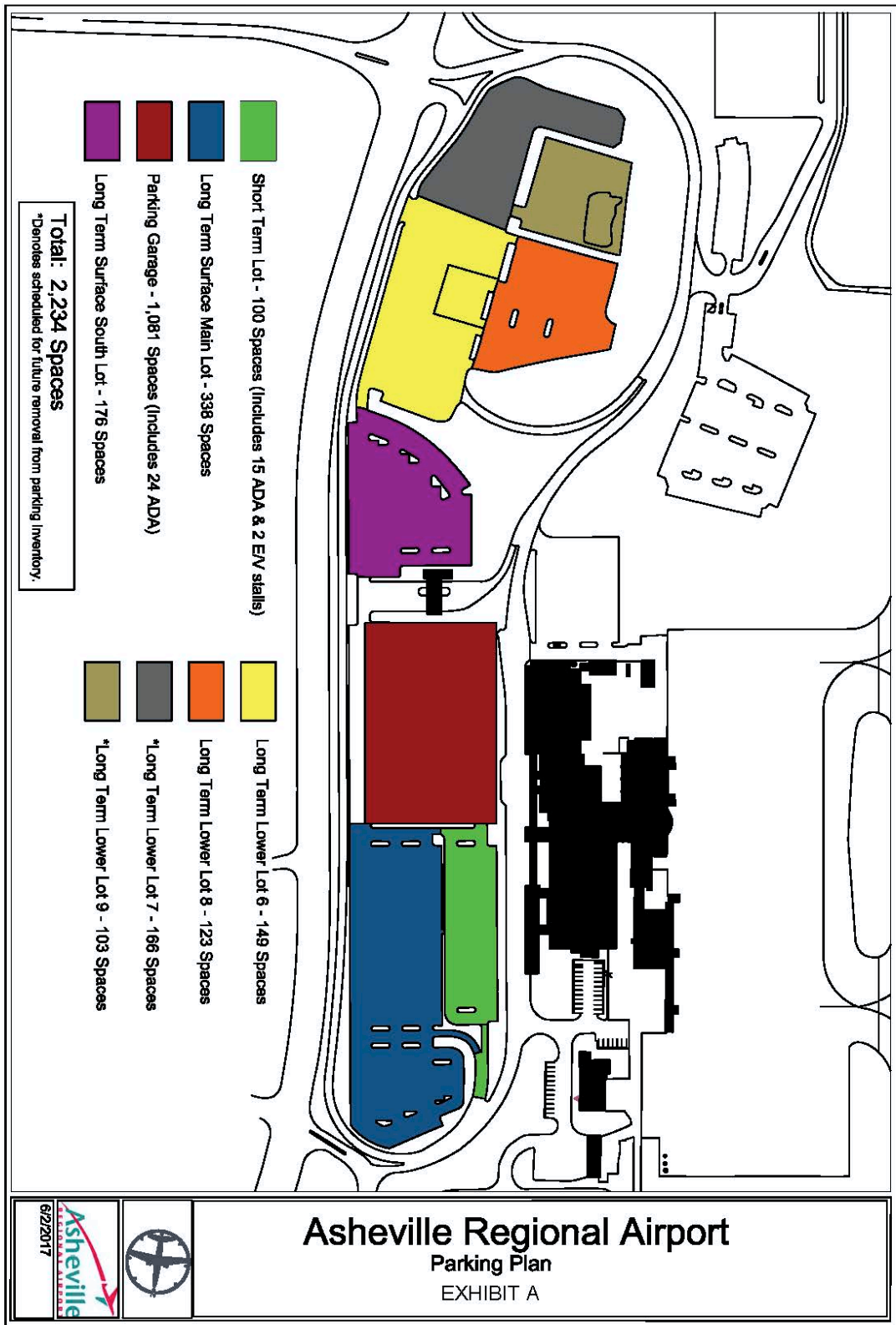


EXHIBIT B
Asheville Regional Airport
Management Agreement – Public Parking Facilities
Parking and Operating Equipment Authority Owned
_____, 2017

- 6 - Amano O-2000 Opus Entry Station
- 6 - Parker AOB Network Based Intercom-Audio Only
- 16 - Amano AMG1753 Opus Parking Gate
- 10 - Amano AL12 12Ft Aluminum Gate Arm
- 6 - Amano AL25 11Ft Aluminum Articulated Gate Arm
- 38 - Amano L5 Vehicle Detection Loops
- 9 - Amano O-0120/000-0500 Proximity Card Reader-STAFF Integrated
- 3 - Amano O-4700 Opus Exit Station
- 2 - Amano PRX000MDL Proximity DISPLAY Card Reader
- 2 - Amano PRX000MIL Proximity Card Reader w/enclosure-STAFF Reversible Lane
- 5 - Amano RM101 Card Reader Stanchion
- 6 - Amano AGP-0134 Vehicle Detector
- 14 - Amano AGT-605470S IO100 Universal Lane Controller power supply and mounting plate
- 1 - Amano O-0100/CONFIG IO100 Configuration File
- 1 - Amano AMS9020IPUPV Build 19 Upgrade - w/ Debit
- 4 - Parker VB Video Brain and Display w/ External Mount Brackets
- 1 - Amano AMS4252DUIP Access with Debit Upgrade (upgrades AMS4054IP to AMS4255DIP)
- 2 - Amano O-5700/1K1-000P OPUSeries POS Terminal FlexScan Ready, Credit Card
- 2 - Amano O-9000/0B0 Barcode Ticket Reader and Validator
- 2 - Amano AGP-5910/A707 Fee Indicator, Wall Mount
- 3 - Amano GCBV1000 EMV Chip Reader
- Network Intercom-Facility Setup and Onboarding
- 1 - CSI CSILRB Latching Relay and Base

EXHIBIT B
Asheville Regional Airport
Management Agreement – Public Parking Facilities
Parking and Operating Equipment Manager Owned
_____ , 2017

<u>Equipment</u> <u>Description</u>	<u>Type</u>	<u>Nbs</u>	<u>ID #</u>	<u>Owner</u>	<u>Acquired</u>	<u>Location</u>	<u>Condition</u>
--	-------------	------------	-------------	--------------	-----------------	-----------------	------------------

EXHIBIT B
Asheville Regional Airport
Management Agreement – Public Parking Facilities
Parking and Operating Equipment Manager Owned
_____, 2017

<u>Equipment</u> <u>Description</u>	<u>Type</u>	<u>Nbs</u>	<u>ID #</u>	<u>Owner</u>	<u>Acquired</u>	<u>Location</u>	<u>Condition</u>
--	-------------	------------	-------------	--------------	-----------------	-----------------	------------------

EXHIBIT C
Asheville Regional Airport
Management Agreement - Public Parking Facilities
Amortization Payment - Equipment and Improvements
_____ , 2017

Description of <u>Equipment/ Improvement</u>	<u>Type</u>	Acquisition <u>Date</u>	ID <u>Number</u>	(A) <u>Cost</u>	(B) Interest <u>Cost</u>	(C) Total <u>Cost</u>	(D) Useful <u>Life</u> (Mos)	Monthly Amortization Payment (C)/(D)	<u>Location</u>
---	-------------	----------------------------	---------------------	--------------------	--------------------------------	-----------------------------	---------------------------------------	---	-----------------

Type Column - Parking Equipment (P), Operating Equipment (O), Improvement (I).

EXHIBIT D
Asheville Regional Airport
Management Agreement - Public Parking Facilities
Approved Parking Charges

Lot

<u>Short-Term</u>	<u>Rate</u>	<u>Daily Maximum</u>
½ Hour (4 hr max)	\$ 1.00	
Day	\$25.00	

<u>Long Term Lot</u>	<u>Rate</u>	<u>Daily Maximum</u>
First Hour	\$1.50	—
Each add'l. Hour	\$1.50	—
Day		\$8.00
		\$48.00/week

EXHIBIT E
Asheville Regional Airport
Management Agreement - Public Parking Facilities
Request For Reimbursement

Month of _____, 2017

Direct Salaries, Wages, and Overtime (Attach certified payroll)

<u>Description</u>	<u>Employees</u>	<u>Hours</u>	<u>Dollars</u>
			\$ _____
TOTAL			\$ _____
Overtime			\$ _____
TOTAL			\$ _____

Fringe Benefit Costs

Direct Salaries and Wages (Including Overtime) for Payroll of Month x Fringe Benefit Rate	\$ _____
TOTAL	

Direct Non-Salary Operating Costs
(Invoices and supporting documentation to be attached)

[Expense categories for reporting these operating costs to be established by Authority and Manager prior to executing the Management Agreement.]

Amortization Payment	\$ _____
TOTAL	\$ _____

Total Reimbursement Request for Month

Manager's Compensation

Manager's Fixed Compensation

Manager's Percentage Compensation

Gross Receipts \$ _____

Less Adjustments \$ _____

Adjusted Gross Receipts \$ _____

Less Reimbursements \$ _____

Net Operating Revenue \$ _____

Plus Amortization Payment \$ _____

Amount Subject to Manager's \$ _____

Percentage Compensation

Manager's Percentage Compensation

at _____% of above amount \$ _____

Manager's Compensation for Month

\$ _____

(Greater of Fixed Compensation or Percentage Compensation)

**TOTAL REIMBURSEMENT REQUEST AND
MANAGER'S COMPENSATION FOR MONTH**

\$ _____

EXHIBIT F
Asheville Regional Airport
Management Agreement - Public Parking Facilities
Annual Approved Budget

_____, 2017 to _____, 2018

Gross Receipts

Short-term lot		\$ _____
Long-term lot		\$ _____
Other		\$ _____

Adjustments to Gross Receipts		\$ _____
--------------------------------------	--	----------

Adjusted Gross Receipts		\$ _____
--------------------------------	--	----------

Direct Salaries and Wages

Site Manager		\$ _____
Assistant Manager		\$ _____
Cashiers		\$ _____
Maintenance Person		\$ _____

TOTAL		\$ _____
-------	--	----------

Fringe Benefit Cost

Holiday Pay		\$ _____
Vacation Pay		\$ _____
Social Security		\$ _____
Hospitalization		\$ _____
Pension		\$ _____
Worker's Compensation		\$ _____
Other Payroll Taxes (FUT, SUT)		\$ _____

TOTAL		\$ _____
-------	--	----------

Fringe Benefit Costs
 ----- = Fringe Benefit Rate
 Direct Salaries and Wages

Direct Non-Salary Operating Expenses

[Expense categories for reporting purposes to be added prior to executing Management Agreement.]

\$ _____

Amortization Payment

\$ _____

TOTAL

\$ _____

Total Reimbursement

\$ _____

Manager's Compensation

Manager's Fixed Compensation

\$ _____

Manager's Percentage Compensation

Gross Receipts \$ _____

Less Adjustments \$ _____

Adjusted Gross Receipts \$ _____

Less Reimbursements \$ _____

Net Operating Revenue \$ _____

Plus Amortization Payment \$ _____

Amount Subject to Manager's \$ _____

Percentage Fee

Manager's Compensation at ____% of

Above Amount

\$ _____

Manager's Compensation

\$ _____

(Greater of Fixed Compensation or Percentage Compensation)

NET REVENUE TO AUTHORITY

\$ _____

EXHIBIT G
Asheville Regional Airport
Management Agreement - Public Parking Facilities
Manning Table

_____, 2017

<u>Position</u>	<u>Totals</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Total</u>
-----------------	---------------	---------------	----------------	------------------	-----------------	---------------	-----------------	---------------	--------------

Totals

EXHIBIT H
Asheville Regional Airport
Management Agreement - Public Parking Facilities
Manager's Salary/Wage Table

_____, 2017

<u>Position</u> <u>Category</u>	<u>Name</u>	<u>Annual</u> <u>Salary</u>	<u>Hourly</u> <u>Rate</u>	<u>Overtime</u> <u>Category</u>
------------------------------------	-------------	--------------------------------	------------------------------	------------------------------------

Overtime classifications are as follows: (1) Exempt; (2) Time and one-half over 8 hrs./day; (3) Fixed overtime hourly rate; and (4) Time and one-half over 40 hrs./week.

EXHIBIT H
Asheville Regional Airport
Management Agreement – Public Parking Facilities
Current Staffing Schedule
Cashiering

Shift 1

Shift 2

Shift 3

EXHIBIT I
Asheville Regional Airport
Management Agreement – Public Parking Facilities
Schedule – Maintenance Responsibilities

<u>Facilities/Equipment</u>	<u>Authority</u>	<u>Manager</u>	<u>Notes/Comments</u>
<u>Parking Lot Pavement, Curbs, Islands</u>			
- Structural Repair/Replacement	X		Authority will perform crack sealing, repair sealing, pavement seal coating, repairing and overlaying pavement. Manager responsible for clearing vehicles from area to allow crack sealing
- Ice & Snow Removal/Treatment		X	Manager shall be responsible for snow and ice removal and surface treatment in the entire parking lot. The rental car ready return parking lot is not included
- Cleaning, Sweeping & Debris Removal		X	Manager shall be responsible for cleaning sweeping and debris removal which includes paper, debris, refuse pick-up, and leaves
- Remove/Neutralize Gasoline, Oil, Solvents, Fuels on Pavement Surfaces		X	Manager shall be responsible for removal of these substances from pavement
- Pavement Marking, Striping, Re-Striping, and/or Painting		X	Manager shall schedule and provide for lot striping, marking and/or painting. Schedule to be approved by Authority
<u>Parking Lot Entrance & Exit Lanes, Curbs & Islands</u>			
- Structural Repair	X		Authority shall be responsible for structural repairs in this area
- Ice & Snow Removal/Treatment		X	Manager shall be responsible for snow and ice removal and surface treatment
- Cleaning, Sweeping & Debris Removal		X	Manager shall be responsible for cleaning, sweeping and debris removal including paper, debris, refuse pick-up, leaves, etc.
- Remove/Neutralize Gasoline, Oils, Solvents & Fuels on Pavements and Surfaces		X	Manager shall be responsible for removal of these substances from pavement
- Pavement Marking, Striping, Re-Striping and/or Painting		X	Manager shall schedule marking, striping, Re-striping and/or painting. Schedule to Be approved by Authority

EXHIBIT I
Asheville Regional Airport
Management Agreement – Public Parking Facilities
Schedule – Maintenance Responsibilities

<u>Facilities/Equipment</u>	<u>Authority</u>	<u>Manager</u>	<u>Notes/Comments</u>
<u>Parking Lot Sidewalks & Walkways</u>	X	X	Authority shall be responsible for all structural maintenance repair and replacement. Manager shall be responsible for cleaning, sweeping, debris removal including paper, debris, refuse pick-up, leaves, etc.
<u>Landscaping, Maintenance</u>		X	Manager shall be responsible for mowing, seeding, trimming and trash removal from grass areas, grass islands, planting areas within the parking facility.
- Landscape, Trees & Shrubs	X	X	Authority shall be responsible for replacement of all full-sized trees, and arranging for replacement of all plantings. Manager shall be responsible for routine trimming and pruning
<u>Exit Plaza Facilities, Including Canopy, Islands, Toll Booths, Manager's Office</u>			
- Structural Repair/Replacement	X		Authority shall be responsible for structural repairs and replacement in this area
- Ordinary Repairs/Maintenance of Exterior of Booths & Canopy, Including Painting	X		Authority shall be responsible
- Ordinary Repairs/Maintenance of Booths and Manager's Office, Except Plumbing, Heating and Electrical	X	X	Authority will make repairs to plumbing, HVAC and electrical in Manager's office. Manager will be responsible for housekeeping, cleaning interior painting, and its equipment and personal property
- Cleaning, Sweeping & Debris Removal		X	Manager shall be responsible for cleaning, sweeping & debris removal including paper, debris, refuse pick-up, leaves, etc.
<u>Parking Lot Underground Electrical Systems</u>	X		Authority will be responsible for maintenance and repair to general electrical systems, and lighting, excluding interior and exterior connections to parking equipment

EXHIBIT I
Asheville Regional Airport
Management Agreement – Public Parking Facilities
Schedule – Maintenance Responsibilities

<u>Facilities/Equipment</u>	<u>Authority</u>	<u>Manager</u>	<u>Notes/Comments</u>
<u>Parking Lot Lighting & Relamping</u>	X		Authority shall be responsible for maintenance of parking lot lighting fixtures
<u>Parking Lot Drainage & Storm Water Systems</u>	X		Authority shall be responsible for drainage and storm water systems in parking lot. Rental car ready return lot is not included
<u>Parking Equipment</u>		X	Manager shall be responsible for all repairs, replacements & maintenance
<u>Operating Equipment</u>		X	Manager shall be responsible for all repairs, replacements & maintenance
<u>Irrigation System</u>	X		
<u>Signage</u>	X		Authority will be responsible for all repairs, replacements & maintenance of signage inside parking facilities including row locator signs on light poles
<u>Parking Garage</u>			
- Structural Repair	X		Authority shall be responsible for structural repairs
- Ice & Snow Removal Treatment		X	Manager shall be responsible for snow and ice removal and surface treatment
- Cleaning, Sweeping, Debris Removal		X	Manager shall be responsible for cleaning, sweeping, debris removal including paper, debris, refuse pick-up, leaves, etc.
- Remove/Neutralize Gasoline, Oil, Solvents, Fuels on Pavement and Surfaces		X	Manager shall be responsible for removal of these substances from pavement
- Pavement Marking, Striping, Re-Striping and/or Painting and/or Repainting. Schedule to be Approved by Authority		X	Manager shall be responsible for scheduling and provide for striping, marking, and/or painting
- Windows, Daily Spot Cleaning		X	Manager shall be responsible for daily spot cleaning of glass in three stairwells and elevators

EXHIBIT I
Asheville Regional Airport
Management Agreement – Public Parking Facilities
Schedule – Maintenance Responsibilities

<u>Facilities/Equipment</u>	<u>Authority</u>	<u>Manager</u>	<u>Notes/Comments</u>
- Window Cleaning	X		Authority shall be responsible for cleaning of glass, other than daily spot cleaning on a semi-annual basis
- Parking Equipment		X	Manager will be responsible for all repairs, replacements and maintenance
- Operating Equipment		X	Manager will be responsible for all repairs
- Electrical Systems	X		Authority shall be responsible for maintenance and repair to general electrical systems and lighting
- Elevators	X	X	Authority responsible for maintenance and elevator systems. Manager responsible for daily cleaning, including floors, stainless steel walls and glass
- Vestibules		X	Manager responsible for daily cleaning of vestibules
- Stairwells		X	Manager responsible for daily cleaning of three stairwells including spot cleaning of accessible glass and all stainless steel handrails

EXHIBIT J
Asheville Regional Airport Authority
Public Parking Facility Construction
Completion and Labor and Material Payment Bond Form

KNOW ALL MEN BY THESE PRESENTS:

that _____
(Insert full name or legal title and address of Principal)

(hereinafter referred to as "Principal"),
and _____
(Insert full name or legal title and address of Surety)

a corporation duly organized under the laws of the state of _____ and legally authorized to do business in the State of North Carolina (hereinafter referred to as "Surety"), are held and firmly bound unto the GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, 61 Terminal Drive Suite 1, Fletcher, North Carolina 28732, as Obligee (hereinafter referred to as "Authority"), in the amount of DOLLARS (here insert the amount of the contract between Principal and its contractor for construction)

(\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain Management Agreement with Authority effective _____, to manage and operate parking facilities at the Asheville Regional Airport, ("Management Agreement") including: (i) an obligation to install, construct and complete certain improvements to the managed premises for Principal's public parking facility operations; and (ii) an obligation to make proper payment when due of all persons supplying labor and materials in the construction of such improvements (hereby referred to as the "Improvements"), all in accordance with the terms and conditions of the Management Agreement and plans and specifications to be approved by the Authority, which Management Agreement and final plans and specifications are attached hereto and expressly incorporated herein and made a part of this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully install, construct and complete or provide for the installation, construction and completion of the Improvements, in strict conformity with each and every term, condition, obligation, and requirement of the Management Agreement, including without limitation, completion of installation and construction of the Improvements within the required time period, and prompt and full payment when due to all Claimants, as hereinafter defined,

for all material furnished or labor supplied or performed in the prosecution of the Improvements, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- a. Any alteration, modification, omission, or addition which may be made in or to the terms of the Management Agreement, including, without limitation, the work to be done or the amount to be paid, or the giving by the Authority of any extension of time for the performance of the Management Agreement or any other forbearance of any nature whatsoever on the part of either the Authority or the Principal to the other shall not in any way affect or release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns with regard to their obligations and liability hereunder, and notice of such alteration, extension or forbearance is hereby expressly waived by Surety.
- b. A Claimant is defined as one who has and fulfills a contract to supply labor or materials, or both, including, without limitation, any subcontractor, in the prosecution of the installation and construction of the Improvements provided for in the Management Agreement, labor and material being construed to include, without limitation, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.
- c. IT IS NOT INTENDED BY ANY OF THE PROVISIONS OF ANY PART OF THIS BOND TO CONFER A BENEFIT UPON ANY OTHER PERSON OR ENTITY NOT A PARTY TO THIS PERFORMANCE BOND OR TO AUTHORIZE ANY PERSON OR ENTITY NOT A PARTY TO THIS BOND TO MAINTAIN A SUIT PURSUANT TO THE TERMS OR PROVISIONS OF THIS BOND OTHER THAN THE AUTHORITY OR ITS SUCCESSORS OR ASSIGNS.
- d. Any suit or action hereunder shall be brought in a North Carolina court of competent jurisdiction in and for the City of Asheville, or in the United States District Court for the Western District of North Carolina, Asheville Division, and not elsewhere. The Principal and Surety expressly agree that Authority shall not be liable for and to defend, indemnify, and hold Authority harmless from the payment of any judgment, costs or expenses resulting from any suit to recover amounts due for labor or materials supplied or provided in the construction of the Improvements and that neither Principal nor Surety shall cause Authority, or its officers, officials, or employees, to be named as a party in any such suit.
- e. The provisions of this bond shall be governed by and interpreted to be consistent with the laws of the State of North Carolina.

SIGNED and SEALED this _____ day of _____, 20 _____,
in the presence of:

Principal

WITNESS:

By: _____ (Seal)

(Type Name and Title)

Surety

WITNESS:

By: _____ (Seal)

Attorney-In-Fact

(SURETY: Attach Power of Attorney)

(Type Name and Title)

EXHIBIT K
Asheville Regional Airport
Management Agreement - Public Parking Facilities
Performance Bond Form

KNOW ALL MEN BY THESE PRESENTS:

that _____
(Insert full name or legal title and address of Principal)

as Principal, (hereinafter referred to as "Contractor"),

and _____
(Insert full name or legal title and address of Surety)

a corporation duly organized under the laws of the state of _____ and legally authorized to do business in the State of North Carolina (hereinafter referred to as "Surety"), are held and firmly bound unto the GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY 61 Terminal Drive, Fletcher, North Carolina 28732, as Obligee (hereinafter referred to as "Authority"), in the amount of two hundred thousand dollars (\$250,000.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a written Management Agreement with Authority effective _____, 20_____, ("Agreement") wherein Authority has retained Principal to manage and operate the Public/Parking Facilities at the Asheville Regional Airport in accordance with the terms and conditions of said/Agreement, including, without limitation, Principal's deposit and payment of Gross Receipts to Authority, as well as all other covenants, agreements, and obligations to be performed or paid by Principal, a copy of said Agreement being attached to and expressly incorporated by reference herein and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal, its executors, administrators, successors and assigns, shall promptly and faithfully perform the Agreement, in strict conformity with each and every term, condition, obligation, and requirement thereof, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, as stated herein.

a. It is understood and agreed among the parties hereto that this bond shall be valid and in full force and effect for an initial term beginning _____, 2017, and ending _____, 2018 and that this bond shall thereafter be annually continued from year to year in the appropriate amount required under the Management Agreement by the issuance of a continuance certificate executed by Surety unless Surety shall give Greater Asheville Regional Airport Authority written notice at least 30 days prior to the end of any one year term of its intention not to continue the bond for the next one year term. It is further understood and agreed that the liability of the Surety under any such continued term(s) of this bond shall be successive in the amount of the continued bond and shall not be cumulative.

b. Any alteration, modification, omission, or addition which may be made in or to the terms of the Agreement, including, without limitation, the amount to be paid under it, or the giving by the Authority of any extension of time for the performance of the Agreement or any other forbearance

of any nature whatsoever on the part of either the Authority or the Principal to the other shall not in any way affect or release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns with regard to their obligations and liability hereunder, and notice of such alteration, extension or forbearance is hereby expressly waived by Surety.

c. IT IS NOT INTENDED BY ANY OF THE PROVISIONS OF ANY PART OF THIS BOND TO CONFER A BENEFIT UPON ANY OTHER PERSON OR ENTITY NOT A PARTY TO THIS PERFORMANCE BOND OR TO AUTHORIZE ANY PERSON OR ENTITY NOT A PARTY TO THIS BOND TO MAINTAIN A SUIT PURSUANT TO THE TERMS OR PROVISIONS OF THIS BOND OTHER THAN THE AUTHORITY OR ITS SUCCESSORS OR ASSIGNS.

d. Any suit or action hereunder shall be brought in a North Carolina court of competent jurisdiction in and for the City of Asheville, or in the United States District Court for the Western District of North Carolina, Asheville Division, and not elsewhere.

e. The provisions of this bond shall be governed by and interpreted to be consistent with the laws of the State of North Carolina.

SIGNED and SEALED this _____ day of _____, 20 _____, in the presence of:

Principal

WITNESS:

By: _____ (Seal)

(Type Name and Title)

Surety

WITNESS:

By: _____ (Seal)

Attorney-In-Fact

(SURETY: Attach Power of Attorney)

(Type Name and Title)