

SECOND AMENDMENT TO CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE

THIS SECOND AMENDMENT TO AGREEMENT FOR CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **AVIS BUDGET CAR RENTAL, LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida ("Operator").

WHEREAS, on December 17, 2019, the City Council for the City of Ocala approved an Airport Rental Car Concession Agreement and Lease (the "Original Agreement") with Avis Budget Car Rental, LLC for a term of three (3) years, from February 1, 2020 through January 31, 2023; and

WHEREAS, on April 21, 2023, City and Operator entered into a First Amendment to Rental Car Concession Agreement and Lease to extend the term of the Original Agreement for an additional three (3) year period, from February 1, 2023 through January 31, 2026; and

WHEREAS, the City and Operator now desire to amend the terms in Paragraphs 4.2.4, and 6.3.1 and to extend the term of the Original Agreement, as amended, for an additional three (3) year period.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Operator agree as follows:

1. **RECITALS.** City and Operator hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Operator, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional three-year term beginning **FEBRUARY 1, 2026** and terminating **JANUARY 31, 2029**.
4. **AMENDMENT TO PARAGRAPH 4.2.3 – PARKING AREA.** Effective February 1, 2026, the language set forth in Paragraph 4.2.3 of the Original Agreement, as amended, shall be deleted and replaced in its entirety with the following:

Parking Area. City shall provide parking spaces within the portion of the Terminal primary parking lot dedicated to the use of car rental companies, such as Operator, and shall assign to Operator, at a location determined by City in its sole discretion, twenty-five (25) spaces as Operator's Parking Area. During the Term of this Agreement, City may, by providing at least six (6) months' prior written notice to Operator, relocate Operator's Parking Area; provided, however, no such prior notice of relocation shall be necessary in the event of a casualty, force majeure, or national security event outside of City's control.

5. **AMENDMENT TO PARAGRAPH 4.2.4 – READY/RETURN AREA.** Effective February 1, 2026, the language set forth in Paragraph 4.2.4 of the Original Agreement, as amended, shall be deleted and replaced in its entirety with:

Ready/Return Area. City shall provide an area within the portion of the Terminal parking lot dedicated for the use of car rental companies for the delivery and return of Vehicles, and shall

10. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

AVIS BUDGET CAR RENTAL, LLC

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____
(Title of Authorized Signatory)