

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

THIS SECOND AMENDMENT TO CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ENTERPRISE LEASING COMPANY OF FLORIDA, LLC**, a Delaware limited liability company ("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 Enterprise Leasing Company of Florida, LLC, for a term of three (3) years, from February 1, 2020 through January 31, 2023; and

WHEREAS, on December 5, 2022, City and Operator entered into a First Amendment to Rental Car Concession Agreement and Lease to amend the terms of Paragraph 6.4.2.b.7 of the Original Agreement; and

WHEREAS, City and Operator now desire to further amend certain terms of the Original Agreement as herein provided, to include an additional leased area, and to extend the Original Agreement for an additional three-year term.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Operator agree as follows:

1. **RECITALS.** City and Operator hereby represent and warrant that the Recitals set forth above are true and correct and are incorporated herein by reference as if set forth in full in this paragraph.
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 is hereby renewed for an additional three-year term beginning **FEBRUARY 1, 2023** and terminating **JANUARY 31, 2026**.
4. **AMENDMENT TO PARAGRAPH 4.2.6 – GRASSY FIELD.** Effective February 1, 2023, the language set forth in Paragraph 4.2.6 – *Grassy Field* of the Original Agreement shall be deleted and replaced in its entirety with:

Grassy Field. Following completion of the Terminal Improvements, City shall provide use of a portion of the Grassy Field for use by Operator and other Car Rental Companies, as assigned in the sole discretion of the Airport Director for the purposes set forth in paragraph 4.3.4. Operator shall be entitled to the exclusive use of a portion of the Grassy Field as assigned to Operator by Airport Director even though the entire Grassy Field may be used by Other Car Rental Companies.

5. **AMENDMENT TO ATTACHMENT 2 – RENTAL CAR OFFICES.** The document attached to the Original Agreement as Attachment 2 – Rental Car Offices is hereby deleted and replaced, in its

entirety, with the document attached to this Second Amendment as **Amended Attachment 2 – Rental Car Offices.**

6. **NOTICES.** All notices, certifications or communications required by the Original Agreement, as amended, shall be given in writing and shall be deemed delivered when personally served, or when received if by e-mail or facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed to the respective parties as follows:

If to Operator: Enterprise Leasing Company of Florida, LLC
Attn: VP/GM
11034 Atlantic Boulevard
Jacksonville, FL 32225-2902

Copy to: Enterprise Holdings
Attn: Airport Properties & Relations
600 Corporate Park Drive
St. Louis, MO 63105

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.org

Copies to: Ocala International Airport
Attn: Airport Director
1770 SW 60th Avenue, STE 600
Ocala, Florida 34474
Fax: 352-629-8887
E-mail: airport@ocalairport.com or
mgrow@ocalafl.org

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

7. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Operator, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment

that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

- 9. **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

James P. Hilty, Sr.
City Council President

Date: _____

Approved as to form and legality:

**ENTERPRISE LEASING COMPANY OF
FLORIDA, LLC, a Delaware limited liability
company**

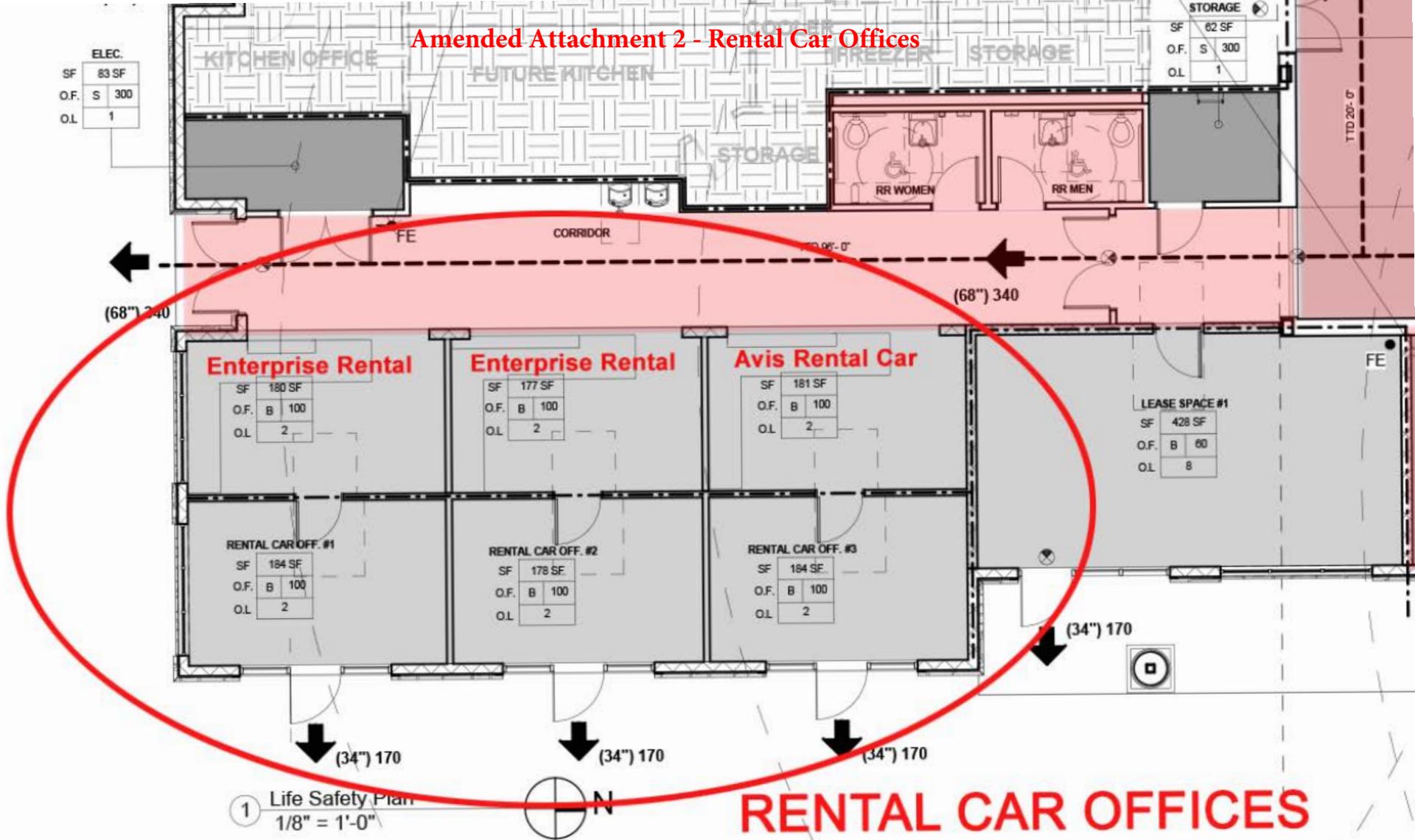
William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Date: _____

Amended Attachment 2 - Rental Car Offices



RENTAL CAR OFFICES