

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

THIS FIRST AMENDMENT TO CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE ("First Amendment") is entered into by and between CITY OF OCALA, a Florida municipal corporation ("City"), and AVIS BUDGET CAR RENTAL, LLC, a Florida-registered corporation ("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, City and Operator now desire to amend certain terms of the Original Agreement as herein provided 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 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 First 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 PARAGRAPH 6.4.2.b.7.** Effective February 1, 2023, the language set forth in Paragraph 6.4.2.b.7 of the Original Agreement shall be deleted and replaced in its entirety with:

Amounts collected for any Vehicle rental billed directly to an insurance company, or to an automobile shop/dealership located in Marion County, Florida, where the rented Vehicle is to be used by the Customer while the Customer's personal vehicle is being repaired. This exclusion is capped at and shall not exceed 35% of Gross Receipts. If the 35% cap set forth herein is exceeded, then Operator shall pay the Percentage Fee at Three Percent (3.00%) times the Gross Receipts for such Gross Receipts exceeding the 35% cap.



IN WITNESS WHEREOF, the parties have executed this First Amendment on

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

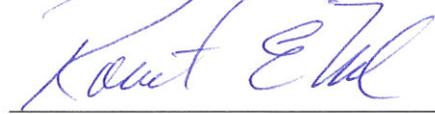
James P. Hilty, Sr.
City Council President

Date: _____

Approved as to form and legality:

AVIS BUDGET CAR RENTAL, LLC, a Florida-registered company

William E. Sexton, Esq.
City Attorney



By: Robert muhs
(Printed Name)

Title: Vice President
(Title of Authorized Signatory)

Date: 3/10/2023