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**LICENSE AND USE AGREEMENT**  
**FOR**  
**AIRPORT RENTAL CAR OPERATOR**  
**WITH**  
**GITIBIN & ASSOCIATES, INC. dba GO RENTALS**

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**STATE OF GEORGIA**

**COUNTY OF DEKALB**

**THIS LICENSE AND USE AGREEMENT** (hereinafter referred to as "Agreement") by and between **DeKalb County, Georgia**, a political subdivision of the State of Georgia (hereinafter referred to as "County") and **Gitibin & Associates, Inc., dba Go Rentals**, a corporation, organized and existing under the laws of the State of California and authorized to transact business under the laws of the State of Georgia with offices in DeKalb County, Georgia (hereinafter referred to as "Licensee"), shall constitute the terms and conditions under which the Licensee shall engage in the business of a commercial rental car operator and will non-exclusively occupy and use, in common with other Licensees and the Public, some portions of the Airport for commercial business purposes; and

**WHEREAS**, the County is the owner and operator of DeKalb Peachtree Airport (hereinafter referred to as "Airport"), located in DeKalb County, where there is available certain public airfield/airport aviation facilities, certain areas for public use, certain areas for exclusive and non-exclusive commercial use subject to permit and certain reserved areas;

**NOW THEREFORE**, for and in consideration of the premises and covenants herein contained and in further consideration of the payment of commissions hereinafter stipulated, and of the terms and conditions herein set forth, the parties do hereby agree as follows:

**SECTION 1. LICENSE OF PREMISES.** Subject to the provisions hereof and the continuing faithful performance by the Licensee of its obligations hereunder, the County grants to Licensee the non-exclusive right and license to conduct activities related to a car rental business at Airport Fixed Base Operator (FBO) locations for the term stated herein.

**1.1 Airport Fixed Base Operators (FBO) on DeKalb Peachtree Airport**

- Atlantic Aviation, 2040 Airport Road, Atlanta, GA 30341
- Epps Air Service, Inc., 1 Aviation Way, Atlanta, GA 30341
- Signature Flight Support Corporation, 1 Corsair Drive, Atlanta, GA, 30341

**1.2 Customer Pick Up.** Licensee shall be permitted to pick up customers, by prior arrangement with said customers and/or position Licensee's vehicles on the Airport, at any one or all of the FBOs existing at the Airport, with the FBO's express permission. There shall be no fees assessed by the County to Licensee for picking up customers at any location on the Airport. However, arrangements for repositioning and using any of the services offered by any FBO shall be at the discretion of each FBO.

**1.3 Customer Drop Off.** Licensee shall be permitted to allow customers who are departing the Airport by air, to return their rented vehicle to the location on the Airport from which the car was picked up.

**1.3.1** The Licensee shall be permitted to pick up, by prearrangement with its customer(s), and to drop off any customer who has returned his/her rented vehicle at any FBO facility located at the Airport where said customers have arrived or will be departing upon general aviation aircraft.

**1.3.2** Nothing contained herein is intended to prohibit the Licensee from picking up or dropping off members of the public who request this service from Licensee. This provision is not intended to, in any fashion, allow Licensee to solicit business from its vehicles on the Airport grounds. Such pick-ups shall be incidental to prearranged trips and pick-ups by the Licensee.

**1.4 Prohibited Activities.**

Licensee is expressly prohibited from engaging in the following activities on Airport premises:

1.4.1 Solicitation, either in person or by written materials (other than those specifically approved by the County), of customers anywhere on the premises of the Airport shall not be permitted.

1.4.2 Writing or executing car rental contracts except for at FBO locations if said contracts are specifically permitted by the FBO.

1.4.3 Storing of rental vehicles anywhere on the Airport premises. However, this shall not be construed so as to: (a) prohibit rental car customers from parking their cars in designated parking areas on the Airport during the term of their rental agreement; (b) prepositioning vehicles on the Airport for pick-up as outlined above; and/or (c) dropping off vehicles for return to the Licensee as outlined above. Licensee's vehicle(s) found on the Airport premises in violation of the above shall be subject to towing from the Airport, at the sole expense of the Licensee, without notice, and without liability of the County for such actions taken.

1.4.4 Maintenance of any rental booth, counter or other location, with or without a Licensee representative on site. A courtesy telephone listing at an FBO's premises shall not constitute a booth or location under the terms hereof.

1.4.5 Vehicle maintenance of any type. Only emergency maintenance of that type required to move the vehicle off Airport premises will be permitted.

1.4.6 Any use of, or occupancy of, Airport premises by Licensee not expressly permitted by this Agreement is prohibited, unless written permission from the County was granted and to the extent said written permission does not conflict with and is not inconsistent with the terms and conditions of this Agreement.

## **SECTION 2. TERM**

2.1 **Term of Agreement.** This License and Use Agreement, beginning on January 1, 2019 is for a term of twenty-four (24) consecutive months. Unless terminated earlier in accordance with the termination provisions of this Agreement, this twenty-four (24) month Agreement will be automatically renewed on a twenty-four (24) month basis

for four (4) additional twenty-four (24) month terms, for a total lifetime License and Use Agreement term of ten (10) years. This Agreement will terminate absolutely on December 31, 2029.

2.2 **Holdover.** If the Licensee remains after the expiration of the term of this Agreement with the consent of the County, Licensee's interest from and after that date shall be deemed to be month-to-month, pursuant to the terms and conditions of this Agreement, or as the parties may otherwise agree in writing, or, if the parties shall fail to agree, upon such other terms and conditions as may be established by the County upon ten (10) calendar day's notice to Licensee.

### **SECTION 3. PAYMENTS AND SECURITY**

3.1 In consideration of the rights and privileges granted Licensee under this Agreement, in each calendar month throughout the term hereof, Licensee shall pay to County, twelve percent (12%) of all Licensee's gross receipts or gross revenues attributable to motor vehicle rentals to Airport customers.

3.2 Payments shall be made to the County monthly, by the twentieth (20th) day of each month, based on the amount of gross revenues or gross receipts attributable to motor vehicle rentals to Airport customers for the previous month.

3.3 At any time, County may cause an audit of the books and records of Licensee, as it relates to Licensee's "gross receipts" as defined in 10.2, to determine the accuracy of such figures; the cost of the audit to be borne by the County.

3.4 All payments hereunder shall be considered delinquent if not received by the last business day of the month due. All delinquent amounts shall begin to accrue interest on the next day following the last business day of each month payment is due at the rate of two percent (2%) per month on the unpaid balance, compounded monthly; interest shall be due and payable without demand with the next regular payment due. Amounts

received shall be credited first to any accrued interest, then to accrued rental payments, and finally to current rental payments due.

3.5 All payments shall be made to:

DeKalb County Remittance  
DeKalb Peachtree Airport  
2000 Airport Road, Suite 212  
Atlanta, Georgia 30341.

3.6 Immediately upon the Licensee's receipt of moneys from its activities hereunder, the percentages of or minimums, costs, fees, and charges against said money payable to the County under the terms of this Agreement shall be vested in and become the property of the County.

3.7 Definitions for the purpose of calculation of "gross revenues" and "gross receipts" as payment shall be as follows:

3.7.1 As used herein, the term "motor vehicle(s)" shall consist of motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, station wagons, four-wheel drive vehicles, passenger vans, mini-vans, "Suburban"-type vehicles, and pick-up trucks rated at one-ton or less.

3.7.2 Gross revenues or gross receipts to the Licensee shall be deemed received by Licensee at the time the service transaction occurs, regardless of whether said transaction was conducted in person, by telephone, by internet or wifi, by wire (FAX, telex, e-mail, etc.), by mail, or by any other method of information transmission, whether the transaction was for cash or credit, and if for credit, regardless of whether the Licensee ultimately collects the monies owed for said transaction from the customer involved. Any gross revenues or gross receipts included in the formula for determining percentage fees payable to the County that are determined by Licensee at a later date to be uncollectible, shall not offset future percentage fees payable to the County. If the initial rental car contract entered into between Licensee and a rental car customer is



subsequently amended, solely because the customer's actual time and mileage usage of the rental vehicle differs from the usage stated by the original contract, and the charges to be paid by the customer are therefore different from the charges stated in the original contract, the percentage of gross revenues that the County is entitled as fees hereunder shall be based upon the gross revenues that the Licensee actually is entitled to receive, under the amended rental car contract with Licensee's customer.

**3.7.3** Gross revenues or gross receipts shall not include: (1) Federal, state or municipal sales taxes separately stated and collected from customers; (2) amounts Licensee receives, or is entitled to receive, for fueling motor vehicles owned or leased by Licensee; (3) amounts Licensee receives, or is entitled to receive, for charges for insurance coverage, including but not limited to personal accident insurance premiums and collision damage waiver charges; (4) amounts Licensee received, or is entitled to receive, for the sale, disposition, loss, conversion, or abandonment of Licensee's used motor vehicles and other equipment, personal property, and trade fixtures; (5) amounts which Licensee receives, or is entitled to receive, for the repair of damages to Licensees motor vehicles; and (6) amounts received for incidental services (baby seats, etc), so long as the fee to the customer for such services is reported to the County and bears a reasonable relationship, in the reasonable discretion of the County, to the cost of providing the incidental services. It is not the intention of the parties hereto that the County shall get or control the price of any service offered by Licensee to its customers; but, rather to prevent the Licensee from diverting income from basic car rental fees to accessory or incidental fees.

**3.7.4** Gross receipts or gross revenues are only attributable to Airport customers. Airport customers are defined as: those individuals who pick-up or otherwise obtain possession of a rental motor vehicle at or on the Airport, whether that customer has arrived by any charter aircraft, general aviation aircraft, bus, limousine, taxi, or other motorized conveyance.

3.7.5 If the Agreement automatically renews, Licensee shall pay to County at the beginning of each twenty-four (24) month automatic renewal period, an additional one percent (1%) of all Licensee's gross receipts or gross revenues attributable to motor vehicle rentals to Airport customers. The additional one percent (1%) at the beginning of each twenty-four (24) month automatic renewal period, shall remain in effect throughout the term of the Agreement.

3.8 Security. To secure the monthly payment obligation, Licensee agrees to provide, and County agrees to accept, a Letter of Credit made payable to the County in the amount of Two Thousand, Five Hundred Dollars (\$2,500.00). This Letter of Credit will be written by a Financial Institution located in DeKalb County, Georgia which is acceptable to the County and shall provide for payment to the County upon presentation to the maker. County shall provide Licensee ten (10) business days advance written notice of default before the County makes a presentation for payment against the Letter of Credit. Final form of the Letter of Credit will be acceptable to both parties.

3.8.1 If County receives payment from the Letter of Credit, such amount shall be credited to amounts owed to County by Licensee.

3.8.2 Immediately after County receives payment on the Letter of Credit, Notice of Payment shall be given to Licensee. Licensee shall furnish County with another Letter of Credit of identical terms and amount within ten (10) business days of receipt of this Notice to Payment. Failure to provide an identical replacement Letter of Credit shall constitute a default of this Agreement.

3.8.3 Nothing herein shall imply that the amount of Two Thousand, Five Hundred Dollars (\$2,500.00) constitutes liquidated damages for default of this Agreement.

**SECTION 4. COMPLIANCE WITH LAWS AND REGULATIONS:**

**4.1 Subordination of Premises to U.S.A.** It is agreed and understood that this Agreement, and the provisions hereof, shall be subject and subordinated to the terms and conditions of the instruments and documents under which DeKalb County acquired the Airport property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions of said instruments and documents.

**4.2 Non-Discrimination.** Licensee agrees that in its operation and use of the Premises it will not discriminate against any person or group of persons on the grounds of race, creed, color, sex, religion or national origin in any manner prohibited by Part 152 of the Federal Aviation Administration Regulations or otherwise prohibited by law.

**4.3 Airport Rules and Regulations.** The County reserves the right to establish and enforce and the Licensee agrees to abide by Chapter 6, Articles I and III, DeKalb-County Code, all other County ordinances, airport minimum standards, and other airport rules and regulations concerning operational safety, parking of vehicles and aircraft, fire prevention, and related matters as promulgated by the Airport Director or the Board of Commissioners of DeKalb County, Georgia, copies of which rules and ordinances are available to Licensee in the office of the Airport Director.

**4.4 State of Georgia.** Licensee agrees to comply with all rules, orders, ordinances, regulations, and statutes of the State of Georgia in any or all of its departments.

**4.5 FAA Rules.** Licensee shall at all times conduct its business in a lawful manner and in compliance with the rules and regulations of the Federal Aviation Administration, insofar as applicable to Licensee's business.

**SECTION 5. LIABILITY**

**5.1 Waiver of Homestead Rights.** Licensee hereby waives and renounces for himself and family any and all homestead and exemption rights he or they may have

under or by virtue of the laws of this State or the United States as against any liability that may accrue under this Agreement.

**5.2 Attorney's Fees.** Licensee agrees to pay an additional fifteen percent (15%) on any part of the rental that may be collected by suit or by attorney after same has become due.

**5.3 Bankruptcy.** In the event bankruptcy or state insolvency proceedings shall be filed and sustained against Licensee, his heirs or assigns, in any Federal or State Court, it shall give the right to said County, his heirs or assigns, at their option, to immediately declare this Agreement null and void.

**5.4 Neglect.** Licensee shall repair at his own expense any damage caused by neglect on his part.

**SECTION 6. LICENSEE TO HOLD COUNTY HARMLESS.** The Licensee shall at all times exonerate, indemnify, and hold harmless the County from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of any damage or injury (including death) to persons or property, including employees and property of the County (1) caused by, or (2) sustained on the Premises in connection with Licensee's performance of *this* Agreement or conditions created thereby, and shall assume and pay for, without cost to the County, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Licensee, or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the Premises by the Licensee, however, such exoneration, indemnification, and save harmless shall not be construed as such, for bodily injury, death, personal injury or property damage arising from the negligence or intentional acts of the County or its employees. The Licensee expressly agrees to defend against any claims brought or actions filed against the County where such claim or action involves, in

whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

**SECTION 7. RESERVED RIGHTS OF THE COUNTY.** County reserves the following rights with respect to the premises and the uses and operations to be conducted thereon by Licensee.

7.1 County reserves, for the use and benefit of the public, the right of flight for the passage of aircraft in the air space above the surfaces of the Airport in which Licensee has been granted rights hereunder, together with the right to cause in and around said air space such noise as may be inherent in the operation of aircraft utilizing the Airport.

7.2 County reserves the right to protect the aerial approaches of the Airport against obstruction, including the right to prohibit Licensee from erecting, or permitting to be erected or maintained, any building or other structure or obstruction on the Location which would, in the discretion of the County, limit the aeronautical usefulness of the Airport or constitute a hazard to aviation.

7.3 County reserves the right, during the time of war or national emergency, to lease the Airport or any part thereof, including the premises or any part thereof, to the United States Government for military purposes, and, in the event of such lease to the United States Government for military purposes, the provision of this License and Use Agreement shall be suspended insofar as such provisions may be inconsistent with the provision of the lease to the United States Government.

7.4 County reserves the right to subordinate the provisions of this Agreement, without prior notice to Licensee, to the provisions of any existing or future agreement between the County and the United States Government relative to the operation, maintenance or development of the Airport which has been or may be required as a condition precedent to the expenditure of Federal funds for the development, maintenance or operation of the Airport and, if such an agreement is entered into between the County and the United States Government, the provisions of this Agreement shall be

suspended and/or automatically modified insofar as such provisions are inconsistent with the provisions of the agreement with the United States Government.

7.5 County reserves the right to direct, in its sole discretion, all activities of the Licensee on the Airport in the event of an emergency.

7.6 County reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport as County deems appropriate without interference or hindrance by the Licensee, and County shall have no liability hereunder to Licensee by reason of any interruption to Licensee's operations occasioned by such County activities.

7.7 County reserves the right, in its sole discretion, to enter into agreements for the financing or re-financing of the Airport and Licensee agrees to cooperate in providing information to prospective lenders and in providing estoppel certificates, if so requested.

7.8 County reserves the right to prohibit any commercial or non-commercial activity by any party on the Airport, which activity is not expressly permitted in writing.

**SECTION 8. REQUIREMENTS OF LICENSEE'S OPERATION.** It is of primary importance to the County that, in the conduct of Licensee's use of the Airport facilities, Licensee provide airport rental car services of the highest quality to users of the Airport commensurate with airport rental car operations of similar size and traffic volume at primary general aviation reliever type airfields and urban areas in the United States. To this end, Licensee agrees to provide the following services in the conduct of its operation:

8.1 Licensee shall provide sufficient and adequately trained and supervised personnel, sufficient rentable vehicles and necessary equipment and supplies to offer rental car services consistent with first-class national rental car operations in similar airport and urban locations. Rented vehicles must be clean, well-maintained, safe and contain all necessary safety equipment as required by law.

8.2 Licensee shall conduct, direct and supervise in a prompt, safe and efficient manner all traffic on the Airport in connection with its operations including employee and customer motor vehicle traffic and pedestrian traffic.

8.3 Licensee's employees shall be safety-conscious, environmentally-sensitive, helpful and courteous at all times, consistent with acceptable customer relations practices.

**SECTION 9. RESTRICTIONS ON LICENSEE'S OPERATIONS.** Licensee, in the conduct of its operation, shall be subject to the following limitations and restrictions:

9.1 Licensee shall not place any displays or signs in any location at the Airport except of such design, content and structure as shall be approved by County.

9.2 Any sign permitted by County shall, in addition, at all times comply with all applicable Airport policies, rules and regulations.

9.3 Licensee has the option, at its sole discretion, to set rates and charges as it sees fit to offset or compensate the Licensee for the monthly revenue that it must remit to the County for those customers coming into or departing off of Airport premises. However, this pricing offset, if so chosen by the Licensee, shall not be revealed as an "addition to the invoice" that will be communicated to the Customer in any manner as a method of coercing that customer into saying that he/she did not use the facilities of the Airport, thereby reducing the rate charged for that rental vehicle.

9.4 Licensee shall clearly indicate on the contract agreement whether the customer was a customer who was picked up or dropped off at the Airport or whether that rental car was prepositioned at the Airport for pickup by a customer at Atlantic Aviation, Epps Air Service, Inc., or Signature Flight Support Corporation.

**SECTION 10. LICENSEE REPORTS AND BOOKS AND RECORDS: COUNTY'S RIGHT TO AUDIT**

10.1 Licensee shall file the following reports:

10.1.1 Licensee shall provide the County's Director of Finance with an itemized monthly statement by the 20th day of the month, in the form of Exhibit A, Monthly Remittance Worksheet, showing Licensee's "gross receipts" for all rental transactions attributable to the Airport customers during the preceding calendar month.

The Monthly Remittance Worksheet shall be signed and certified as correct by an official of Licensee authorized to so certify. Exhibit A is attached and incorporated herein by reference.

**10.1.2** At the beginning of the License term and promptly updated as often as such forms are changed by Licensee, Licensee shall provide a sample copy of all Licensee's rental contract form(s) then in use.

**10.2** Licensee shall maintain full and accurate books of account and records of "gross revenue" and "gross receipts," as defined herein, the amount and nature of all business transacted on or through the Airport and the amount of percentage rental owed the County hereunder, solely as it relates to all revenues or receipts attributable to Licensee's location in DeKalb County, can be determined and verified, according to standard and accepted accounting and auditing practices. The books of account and records that Licensee must maintain must include true and accurate copies of all written and electronic records of monthly income derived solely from DeKalb Peachtree Airport car rentals as reported to Licensee's corporate headquarters. These books and records shall be maintained on a current basis and shall be stored at Licensee's principal location, for a period of at least thirty-six (36) months from the end of each monthly period.

**10.3** Licensee's financial record keeping and reporting system for all business conducted on or through the Airport or subject to this Agreement shall include, without limitation, the following:

**10.3.1** Complete, accurate and legible copies of all motor vehicle rental contracts (including canceled and spoiled contract forms and rebookings), for all rentals attributable to DeKalb Peachtree Airport car rentals.

**10.3.2** Any other documents or procedures which, in the reasonable discretion of the County, are necessary to determine or verify Licensee's obligations hereunder. Such new documents or procedures shall be used or instituted a reasonable



time after written notice thereof has been sent by the County to Licensee, for all future business.

**10.4** The County reserves the right to conduct audits of Licensee's books of accounts and records, which audits may be conducted upon reasonable notice, but not less than five (5) business days advance written notice to Licensee and during Licensee's normal weekday business hours. For purposes of this License and Use Agreement, the annual audit period shall be deemed to commence on January 1 of each year the Agreement is in effect and to conclude December 31 of the ensuing year. In performing said audits, County shall be entitled to review, and Licensee shall be obligated to maintain records relevant or necessary to determine or verify the correct amount of gross revenue enjoyed by Licensee at DeKalb Peachtree Airport. The relevant audit information shall be as described in 10.2. Should Licensee fail to maintain the books of account and records required to be maintained pursuant hereto, or should Licensee fail to permit County or its auditor to view Licensee's books and records, and other documents and files, as required by this subparagraph, said default is agreed by the parties to be a material breach of this Agreement. If any audit shows percentage rentals and other charges that should have been paid to the County by the Licensee pursuant to this Agreement were understated or underpaid for any period involved, Licensee shall, within thirty (30) calendar days written notice of any such deficiency, pay to the County the full amount underpaid, plus eighteen percent (18%) interest per year, on such underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid, excepting any amounts in dispute. In addition, if the amount of underpayment exceeds exactly one percent (1%) of the total annual percentage rental that was owed by Licensee to the County for the audit period involved, Licensee, in addition to paying the County the underpayment owed and the interest accrued thereon, shall within thirty (30) calendar days written notice, reimburse the County for the cost of the audit not to exceed Fifteen Hundred Dollars (\$1,500.00). If the audit discloses overpayment of the

percentage rentals paid to the County by Licensee, the County shall refund the amount of overpayment to Licensee within thirty (30) days of said audit. The County shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce the County's rights under this Agreement, except with respect to tax proceedings, and except with respect to any legal requirements or Court Order to disclose said information.

**SECTION 11. LICENSEE'S PERSONAL PROPERTY/TRADEMARKS.** Licensee represents that it is the owner of, or fully authorized to use, any and all services, processes, machines, articles, trademarks, logos, names or slogans to be used by it in its operations under or in any way connected with this Agreement. Licensee agrees to save and hold the County, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit, demand or claim alleged or made by a third party for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Licensee under or in any way connected with this Agreement.

**SECTION 12. INDEMNITY AND INSURANCE**

12.1 The vehicles of Licensee are insured via a self insurance certificate duly authorized and issued by the Insurance Commissioner for the State of Georgia. Licensee shall at all times during the pendency of this Agreement maintain in full force and effect such authorization issued by the Insurance Commissioner for the State of Georgia for vehicles operated or rented by Licensee upon the Premises. Such insurance certificate shall provide for the indemnity required hereunder to protect the County as specified in Section 6 from claims for bodily injury, death, personal injury or property damage, which may arise out of or result from the Licensee's intentional or negligent acts, errors, or omission arising out of the operations of Licensee under or connected with this Agreement.

12.2 The Licensee shall maintain in force during the term of this Agreement comprehensive general public liability and property damage liability insurance, in the minimum amounts of Five Hundred Thousand Dollars (\$500,000.00) with respect to each person and One Million Dollars (\$1,000,000.00) with respect to each accident or occurrence and Two Hundred and Fifty Thousand Dollars (\$250,000.00) for injury or damage to property; and DeKalb County, its elected officials and its officers, agents, and employees all shall be named as an additional insured under such policy or policies of insurance.

12.3 To provide evidence of the required insurance coverages, Certificates of Insurance, in a form acceptable to the County, shall be filed with the County (through the Airport Director) within ten (10) calendar days after the Agreement is fully executed. Failure to maintain required insurance or provide acceptable Certificates of Insurance with the County is agreed to be a material breach of this Agreement and grounds for termination. These Certificates of Insurance shall contain a provision that coverage afforded under the policies will not be canceled or materially altered unless at least thirty (30) calendar days prior written notice by certified mail, return receipt requested (effective upon proper mailing), has been sent to the County (through the Airport Director). (For purposes of this provision, "materially altered" shall mean a change affecting the coverages required herein, including a change to policy limits as set out in the then-current policy declarations page.) Simultaneously with the Certificates, Licensee shall file and update as necessary a certified statement as to claims pending against required coverages, reserves established on account of such claims, defense costs expended and amount remaining in policy limits.

12.4 In addition, these Certificates of Insurance shall contain the following clauses:

12.4.1 The self insurance certificate holder issuing the policy or policies shall have no recourse against DeKalb County for payment of any premiums or for assessments under any form of policy.

12.4.2 Any and all deductibles in the above described insurance policies shall be assumed by, and be for the amount of, and at the sole risk of the Licensee.

12.4.3 Location of operations shall be: "all areas on DeKalb Peachtree Airport occupied by Licensee or where Licensee conducts operations."

**SECTION 13. ASSIGNMENT.** Licensee shall not voluntarily or by operation of law, assign, convey or transfer this Agreement or Licensee's interest in this Agreement or any rights and obligations hereunder; or assign this Agreement for security purposes; or sublicense the Premises or any part thereof without the written consent of the County.

**SECTION 14. RELATIONSHIP OF PARTIES.** It is the intent and agreement of the County and the Licensee that they shall have the relationship respectively of Licensor/Licensee and Permitter/Permittee hereunder, and nothing contained herein shall be deemed or construed to constitute the parties as partners or joint venturers, and in no event shall County be liable for any loss which may result from the operations of Licensee upon the Premises or for any indebtedness incurred by Licensee in the operation of its business on the Premises or for any indebtedness incurred by Licensee in the operation of its business on the Premises or for the claims of third parties against Licensee in the conduct of its business.

**SECTION 15. NON-LIABILITY OF COUNTY'S AGENTS AND EMPLOYEES.**

No elected official, officer, agent, or employee of the County shall be personally liable to Licensee in the event of any default or breach hereunder by the County.

**SECTION 16. DEFAULT.** Failure to perform or comply with any of the provisions of this Agreement, including the failure to remit any fees or charges as contained in Section 3, hereof or the failure to make or provide reports and accounting as required in Section 10 hereof, shall constitute a default of the Agreement.

16.1 If any party is or becomes a debtor in a bankruptcy proceeding before any United States District Court, either voluntarily or involuntarily, such event shall constitute a default of this Agreement.

16.2 If the party in default of this Agreement does not cure such default within ten (10) calendar days after receipt of written notice of default, the non-defaulting party may declare this Agreement terminated and all obligations to perform hereunder at an end. A written declarant of determination of this Agreement shall be given to the opposite party. The date of termination shall be fixed as the expiration of ten (10) calendar days after receipt of written notice of default.

16.3 At the termination of this Agreement, all fees, charges and other remittances, which are unpaid shall become immediately due and payable. All amounts and remittances not paid within fifteen (15) calendar days after the date of termination of this Agreement shall accrue interest at the rate of eighteen percent (18%) per year.

**SECTION 17. REPRESENTATIONS OF LICENSEE** Licensee represents and warrants to County that to the best of its knowledge, no employee of DeKalb County has any personal or beneficial interest whatsoever in this License or in the business to be conducted upon the premises by the Licensee.

**SECTION 18. GENERAL PROVISIONS**

18.1 This Agreement contains the entire agreement of the parties and there have been no promises, representations or agreements, either express or implied, except as expressly set forth herein. Any and all prior agreements or understanding between the parties are expressly agreed to have merged herein to the extent it does not conflict with or is inconsistent with the terms of this Agreement.

18.2 The provisions of this Agreement shall be severable and the invalidity of any provision hereof shall not affect the validity of any other provision hereof.

18.3 This Agreement may be modified or amended or supplemented only by an instrument in writing signed by the parties hereto. The County's representative for the

administration of this Agreement shall be the Airport Director or his/her designee in writing; provided, however, that all matters affecting material terms of this Agreement including term, fees and charges and use of premises by Licensee, shall only be amended in writing approved by the DeKalb County Board of Commissioners.

**18.4** The failure of either party to exercise any right or remedy hereunder shall not be deemed a waiver thereof or a waiver of the right to exercise the same at any future time, or the waiver of any other right or remedy hereunder. No waiver by either party of any right or remedy hereunder shall be effective unless in writing signed by the parties.

**18.5** The parties agree that this Agreement was negotiated and drafted by the mutual efforts of the parties hereto and agree that no legal presumption shall arise as a result of the identity of drafter of this Agreement or any presumed unequal status arising therefrom.

**18.6** This License shall be governed by and construed in accordance with the laws of the State of Georgia.

**18.7** This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**SECTION 19. FORCE MAJEURE.** Neither party shall be in violation of this Agreement by reason of failure to perform any of its obligations by reason of strikes, boycotts, embargoes, acts of God, acts of public enemy, substantial non-temporary flight restrictions, extraordinarily unforeseeable weather conditions, riots, rebellion and sabotage.

**SECTION 20. SPECIAL STIPULATIONS.** The following stipulations shall govern in the event of conflict between them and any other part of this Agreement:

**20.1 Cancellation.** The County may unilaterally terminate this Agreement, in whole or in part, for the failure of the Licensee to fulfill the Agreement obligations in any respect. Upon the occurrence of Licensee's failure to fulfill the Agreement obligations in any respect, the County shall deliver to the Licensee a Notice to Cure any failure within

ten (10) calendar days. If Licensee fails to cure the failure of the Agreement obligations in any respect, the County shall terminate by delivering to Licensee, with at least thirty (30) calendar days notice, a Notice of Termination specifying the nature, extent, and effective date of termination.

**20.2 Ingress/Egress.** County grants to Licensee the rights of ingress and egress to the premises and the right to use the public areas so long as such rights do not interfere with the rights of other Licensees or Lessees on the Airport or the safe and efficient operation of the Airport.

**20.3 Airport Security.** Licensee agrees that any citations issued or investigations initiated by the Federal Aviation Administration (FAA) or other appropriate authority including all fines and penalties therefrom, shall be the responsibility of the Licensee if the Licensee, through any reasonable means of investigation, is found to be responsible for the security violation, access violation, or movement area incursion, or other such security citations as may be found or cited.

**20.3.1** County shall provide, or cause to be provided, during the term of this License and Use Agreement, all proper and appropriate public fire and police protection similar to that afforded to other licensees at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. Licensee shall have the right but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by Licensee, shall not in any way be construed to limit or reduce the obligations of County hereunder.

**20.3.4 Access to Non-Movement Area / Ingress and Egress.** Licensee shall have right of ingress to, and egress from, the Airport over Airport roadways, including the use of common-use roadways, expressly subject to such rules and regulations as may be established by the Airport Director. Licensee is granted only that vehicular access which is reasonably necessary to allow Licensee to perform its obligations once Licensee is on Airport property. Vehicular access to all movement areas, whether active or inactive, is expressly prohibited by this License and Use

Agreement. For the purpose of this Agreement, a movement area is any runway or taxiway utilized whether active or inactive for taxiing, takeoffs, and landings of aircraft, exclusive of aircraft loading ramps, taxilane(s), aircraft parking areas, and aircraft aprons and tie-down spaces.

**20.3.5. Gate Combination and / or Access Code.** The Licensee acknowledges and agrees that he/she is totally responsible for the dissemination of any gate and/or access code given to provide access to the Airport through the use of Licensee's gate. If the Licensee gives this code to any other person for whatever reason, the Licensee will be responsible for any and all actions of such person(s) as if this were the Licensee him/herself.

**20.3.6 Access Card.** If Licensee desires to use Airport's established proximity access control card system, or other Airport access control system not yet defined by, or in use by, the Airport at that time, Airport Administration will assign one (1) card to the Licensee only. A request by the Licensee for an additional card(s) shall be made in writing stating the reason(s) or rationale why an additional card(s) is/are required. Any request for an additional card may or may not be approved by the Airport Director at his/her sole discretion. The minimum information required for the issuance of any additional card will include the name, local address, and contact phone number of the individual. A Ten Dollar (\$10.00) fee, payable to DeKalb County, will be charged for the issuance of an access card to each individual. If a card is lost, stolen, or made unusable for any reasons, a Twenty-Five Dollar (\$25.00) replacement fee will be required before a new card is issued.

The control and monitoring of access is paramount to Airport security. Accordingly, only authorized users with access to the Airport granted pursuant to this License and Use Agreement should hold a card to access the Airport. Lost or stolen



Airport-issued access cards shall be reported immediately by any means possible to Airport Administration, whereupon the loss and/or theft will be recorded, and the card will be made "inactive" by Airport Administration for the access control point. "Reported immediately" means within twenty-four (24) hours or the next business day, not including weekends or holidays. A new card may then be issued by Airport Administration bearing a number different from the one lost or stolen.

**20.3.7 Fraud and Intentional Falsification of Records.**

- (a) No person may make any fraudulent or intentionally false statement in any application for any security program, access medium, or identification medium.
- (b) No person may make any fraudulent or intentionally false entry in any record or report that is kept, made or used to show compliance or exercise any privileges.

**20.3.8 Security Responsibilities of Employees and Other Persons.**

No person may:

- (a) Tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
- (b) Enter, or be present within a secured area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
- (c) Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or vehicles in secured areas in any other manner than that for which it was used by the appropriate authority.

**20.3.9 "On Airport Driver's Safety and Training Guide for the DeKalb Peachtree Airport".** Any person given access to the Airport shall be required to read and acknowledge having read and understood the current edition of the above document provided by the Airport, to qualify for access to the Airport. A copy of the signature page acknowledgement will be kept in the Licensee's Agreement file.

**20.4 Airport Safety and Security.** In the interest of Airport safety and security, in the event Licensee fails to abide by this Section 20.3 of this License and Use Agreement and provided Licensee is given five (5) days written notice of the violation with a ten (10) day period to cure, the Chief Executive Officer (CEO) of DeKalb County and his/her designee, is authorized by the County's Governing Authority, at the CEO's sole discretion, to immediately declare this License and Use Agreement void, to cancel the same without any legal proceeding.

**SECTION 21. NOTICES**

**21.1** For the purposes of this Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States Mail, postage prepaid, certified, and addressed as follows or at such address as either party may so notify the other party of in writing:

(a) **County:**  
DeKalb County, Georgia  
Purchasing and Contracting  
The Maloof Center, 2<sup>nd</sup> Floor  
1300 Commerce Drive  
Decatur, Georgia 30030

With a Copy to:  
DeKalb Peachtree Airport  
2000 Airport Road  
Administration Building, Room 212  
Atlanta, GA 30341  
Attention: Airport Director

(b) **Licensee:**  
Gitibin & Associates, Inc. dba Go Rentals  
4320 Campus Drive  
Newport Beach, CA 92660

21.2 Any such notice shall be deemed to have been received on the date so delivered personally to the party entitled thereto or three (3) business days after the same has been properly deposited in the United States mail, with postage thereon fully prepaid, as aforesaid.

**SECTION 22. VENUE.** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

**SECTION 23. GEORGIA LAWS GOVERN.** This agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

**SECTION 24. QUIET ENJOYMENT.** Licensee shall not commit or suffer to be committed in or upon the Premises any act or thing which may disturb the quiet enjoyment of any other tenant.

**SECTION 25. SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall bind and inure to the benefit of the heirs, successors, executors and administrators, and assigns of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder. Nothing herein shall be construed as creating any personal liability on the part of any elected officials, officers, agents, servants, or employees of the County.

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[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF the County and Licensee have hereunto set their hands, to be executed in four (4) counterparts, each to be considered as an original, on this \_\_\_\_ day of \_\_\_\_\_, 2019.

DEKALB COUNTY, GEORGIA

ATTEST:

BARBARA H. SANDERS, CCC, CMC  
Clerk of the Chief Executive Officer  
and Board of Commissioners of  
DeKalb County, Georgia

\_\_\_\_\_ by Dir.(SEAL)  
MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

WITNESS:

APPROVED AS TO FORM:

\_\_\_\_\_  
Signed, sealed and delivered as  
to County in the presence of:  
\_\_\_\_\_  
(SEAL)  
Notary Public

*[Signature]*  
\_\_\_\_\_  
County Attorney Signature  
*Max M. Chang*  
\_\_\_\_\_  
County Attorney Name (Typed or Printed)

Signed, sealed and delivered as  
to Licensee in the presence of:  
*[Signature]* (SEAL)  
Notary Public *See attached*

GITIBIN & ASSOCIATES, INC.  
dba GO RENTALS  
By: *Mike Morris* (SEAL)  
Signature

WITNESS:  
*[Signature]*  
\_\_\_\_\_  
*330684706*  
Federal Tax I.D. Number

*MIKE MORRIS*  
\_\_\_\_\_  
Name (Typed or Printed)  
*VP*  
\_\_\_\_\_  
Title

APPROVED AS TO SUBSTANCE:  
*[Signature]*  
\_\_\_\_\_  
Department Director

ATTEST:  
By: *[Signature]*  
\_\_\_\_\_  
Signature  
*KAYE GITIBIN*  
\_\_\_\_\_  
Name (Typed or Printed)  
*CEO*  
\_\_\_\_\_  
Title

**CERTIFICATE OF CORPORATE RESOLUTION**

I, KANOUS GITIBIN certify the following:

That I am the duly elected and authorized Secretary of Gitibin & Associates, Inc. dba Go Rentals (hereinafter referred to as the "corporation"), a corporation organized in the State of California and authorized to transact business under the laws of the State of Georgia;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed KANOUS GITIBIN in his official capacity as SECRETARY of the corporation, to enter into and execute the following described Agreement with DeKalb County, a political subdivision of the State of Georgia:

**License and Use Agreement for Airport Rental Car Operator at DeKalb Peachtree Airport.**

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hercof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the 26<sup>th</sup> day of FEBRUARY, 2019.

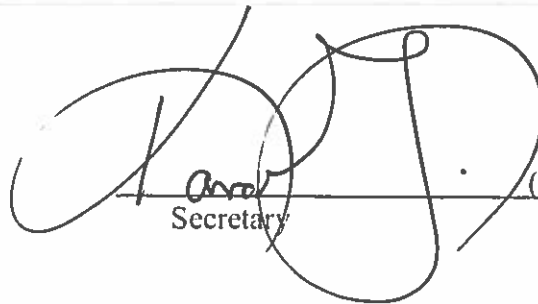
  
\_\_\_\_\_  
Secretary (SEAL)

Exhibit A  
DEKALB PEACHTREE AIRPORT  
Monthly Remittance Worksheet  
License and Use Agreement for Airport Rental Car Operator



Name of Licensee Gitibin & Associates, Inc. dba Go Rentals

Month Reported \_\_\_\_\_

DeKalb County Commission Account Number 7788954

Total Gross Revenue/Gross Receipts \$ \_\_\_\_\_

Less \_\_\_\_\_% Commission to DeKalb County \$ \_\_\_\_\_

**TOTAL REMITTANCE FOR MONTH REPORTED \$ \_\_\_\_\_**

**CERTIFICATION:** Pursuant to Section 3, Payments and Security, and Section 10, Licensee Reports and Books and Records; County's Right to Audit, of the License and Use Agreement, the undersigned, a representative of Licensee authorized to so do, hereby certifies that the Monthly Revenue Report as stated above on this Monthly Remittance Worksheet, is complete and correct.

Name of person completing Worksheet: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email \_\_\_\_\_

Date of Remittance: \_\_\_\_\_

**LICENSEE IS REQUIRED TO RETURN COMPLETED WORKSHEET EACH MONTH**

**Remit to:**  
DeKalb County Remittance  
DeKalb Peachtree Airport  
2000 Airport Road, Suite 212  
Atlanta, Georgia 30341

**Include Account Number 7788954 on Remittance.**

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange }

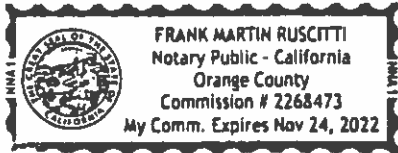
On 02/20/2019 before me, Frank Martin Ruscitti  
Date Here Insert Name and Title of the Officer

personally appeared Michael Morris  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_