



**AGENDA STAFF REPORT
DRAFT**

ASR Control 23-000510

MEETING DATE: 06/27/23

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 5

SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Pending)

DEPARTMENT CONTACT PERSON(S): Charlene V. Reynolds (949) 252-5183
Kim Kitko (949) 252-5291

SUBJECT: Approve Peer-to-Peer Vehicle Sharing License with Turo Inc.

CEO CONCUR Pending Review	COUNTY COUNSEL REVIEW Pending Review	CLERK OF THE BOARD Discussion 4/5 Vote
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Budgeted: No **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** No

Current Fiscal Year Revenue: See Financial Impact Section

Funding Source: N/A **County Audit in last 3 years:** No

Levine Act Review Completed: Yes

Prior Board Action: N/A

RECOMMENDED ACTION(S):

1. Find that the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA), Class 1 (Existing Facilities) pursuant to CEQA Guidelines Section 15301.
2. Approve and execute a license with Turo Inc. for Peer-to-Peer Vehicle Sharing for a term effective August 1, 2023, through July 31, 2024, with an option to extend for up to one year.
3. Authorize the Airport Director or designee to make minor modifications and amendments to the license that do not materially alter the terms or financial obligations to the County and perform all activities under the terms of the license.

SUMMARY:

Approval of the Peer-to-Peer Vehicle Sharing License will provide a safe environment for John Wayne Airport guests and Turo Inc.’s hosts to conduct peer-to-peer vehicle sharing.

BACKGROUND INFORMATION:

Turo Inc. (Turo) is an American peer-to-peer vehicle sharing company based in San Francisco, California. The company allows private car owners to share their vehicles for a fee via an online and mobile interface. Turo has 14 million members, 450,000 shared vehicles and operates at approximately 70 airports.

Turo was launched as RelayRides in the year 2009. It was featured as one of the top 15 on-demand startups by Forbes in 2015. A pioneer of the vehicle sharing marketplace, Turo offers the world's largest vehicle sharing marketplace. The peer-to-peer vehicle sharing company allows guests to choose from a unique selection of nearby cars, while local hosts can offset the costs of car ownership with extra income.

License Agreement Terms

John Wayne Airport (JWA) seeks Board of Supervisors (Board) approval of the Peer-to-Peer Vehicle Sharing License (License) for a one-year term with a one-year option to extend. The short term allows JWA flexibility in adjusting the license terms depending on potential changes in this new peer-to-peer vehicle sharing market. The License area is confined to the JWA parking garages, except for the Rent-A-Car (RAC) area located on Level 0 of parking garage A2 and B2, and the Valet Parking area located in parking garage C. In-person exchanges must be made in the Transportation Network Company (TNC) pick-up areas. Administrative fees for violations are included in the License. Continued violations, or two of the same violations in any 30 day period, may result in increased fees.

The License has a percentage of gross receipts fee structure of 10 percent. Based on the data collected, Turo projects JWA's monthly revenue to be in the range of \$40,000 - \$60,000 per month.

The License requires an initial Security Deposit of \$25,000, subject to adjustment on an annual basis, but in no event will the security deposit be adjusted below.

Compliance with CEQA:

The proposed project is Categorically Exempt (Class 1) from the provisions CEQA pursuant to Section 15301 (Existing Facilities) because it involves a license agreement for the use of JWA existing facilities to conduct vehicle dropoff or handoff of rental vehicles within specified license areas of the airport, involving negligible expansion of existing use.

FINANCIAL IMPACT:

The estimated annual revenue to JWA for Turo's License term of August 1, 2023, through July 31, 2024, will be approximately \$480,000 - \$720,000. Revenue for this License is not included in the FY 2023-24 Budget for Airport Operating Fund 280, but will be absorbed in the FY 2023-24 Budget. The revenue will be included in the budgeting process for future years.

The County, may terminate this License and all of its obligations hereunder with or without prior notice to Licensee. As a courtesy, the Airport Director will attempt to give 30 days written notice to Licenses.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Peer-to-Peer Vehicle Sharing License Agreement with Turo Inc.

**JOHN WAYNE AIRPORT
ORANGE COUNTY**



**PEER-TO-PEER VEHICLE SHARING
LICENSE**

Dated

between

County of Orange

and

TURO INC.



**JOHN WAYNE AIRPORT
PEER-TO-PEER VEHICLE SHARING LICENSE**

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LIST OF EXHIBITS

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- EXHIBIT B MAP OF LICENSE AREA – IN-PERSON EXCHANGE LOCATIONS
- EXHIBIT C ADMINISTRATIVE FEES



**JOHN WAYNE AIRPORT
PEER-TO-PEER VEHICLE SHARING LICENSE**

THIS PEER-TO-PEER VEHICLE SHARING LICENSE ("LICENSE") is made and entered into this ___ day of _____, 2023, by and between the COUNTY OF ORANGE, a political subdivision of the State of California ("COUNTY"), and TURO INC., a Delaware Corporation ("LICENSEE"). COUNTY and LICENSEE may sometimes hereinafter be referred to individually as "Party" or jointly as "Parties."

RECITALS

WHEREAS, COUNTY, through its Board of Supervisors, is the owner and proprietor of John Wayne Airport ("JWA" or "Airport"), located in the County of Orange, State of California, and operates and maintains the Airport as a governmental function for the primary purpose of providing air transportation to the public; and

WHEREAS, LICENSEE desires to provide Peer-to-Peer Vehicle Sharing at the Airport; and

WHEREAS, COUNTY and LICENSEE mutually desire to enter into an agreement in order to allow LICENSEE to provide Peer-to-Peer Vehicle Sharing on a non-exclusive basis, to connect Shared Vehicle Owners with Airport Customers through a Peer-to-Peer Vehicle Sharing platform, and

WHEREAS, COUNTY has the right to license the use of its property at the Airport and to grant the use of the Airport to LICENSEE for Peer-to-Peer Vehicle Sharing; and

WHEREAS, LICENSEE acknowledges that this License is being entered into under the provisions of California Public Utilities Code §§21690.5, et seq., and in particular, §21690.9.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained to be observed and performed by the respective Parties hereto,

THE PARTIES HERETO COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

ARTICLE I - DEFINITIONS

The following words, terms and phrases whenever used in this License shall have the meaning and significance attached to them in this Article, unless otherwise apparent from the context.

SECTION 1.01 AIRPORT

"Airport" shall mean the John Wayne Airport, Orange County, California.



JOHN WAYNE AIRPORT PEER-TO-PEER VEHICLE SHARING LICENSE

SECTION 1.02 AIRPORT CUSTOMER

The term "Airport Customer" shall mean any person receiving delivery of a Peer-to-Peer Shared Vehicle on Airport property. Licensee shall ensure Airport Customers comply with terms and conditions of this License.

SECTION 1.03 AIRPORT DIRECTOR

"Airport Director" shall mean the Director of JWA, or his or her duly authorized designee.

SECTION 1.04 AUDITOR-CONTROLLER

"Auditor-Controller" shall mean the Auditor-Controller, County of Orange, or designee.

SECTION 1.05 BOARD OF SUPERVISORS

"Board of Supervisors" shall mean COUNTY's governing body.

SECTION 1.06 COUNTY

"COUNTY" shall mean the County of Orange, a political subdivision of the State of California.

SECTION 1.07 DOT

"DOT" shall mean the U.S. Department of Transportation.

SECTION 1.08 ENVIRONMENTAL LAWS

"Environmental Laws" shall mean any federal, State, or local laws, statutes, ordinances, codes, judgments, orders, rules, or regulations pertaining to the environment and/or human health, Hazardous Materials, Substances, Pollutants, occupational safety and health, industrial hygiene, or the environmental conditions on, at, under or about the Airport, and includes, without limitation, the following: (i) the Clean Air Act, 42 U.S.C. § 7401 et seq.; (ii) Clean Water Act, 33 U.S.C. § 1251 et seq.; (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act Of 1986 ("CERCLA"), 42 U.S.C. § 9601 et seq.; (iv) 49 C.F.R. Subchapter C (Transportation of Hazardous Materials); (v) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1986 and Hazardous and Solid Waste Amendments of 1984 ("RCRA"), 42 U.S.C. § 6901 et seq.; (vi) the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; (vii) the Federal Water Pollution Control Act, 33 U.S.C. § 1317 et seq.; (viii) the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"); (ix) California Health and Safety Code §§25100, 25395.7, 25915 et seq.; (x) the Porter-Cologne Water Quality Control Act (California Water Code); (xi) California Civil Code § 3479 et seq.; (xii) Storm Water Discharge Rules, 40 C.F.R. §§ 122.26, 122.30-37; (xiii) the Carpenter-Presley-Tanner Hazardous Substances Account Act; (xiv) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; (xv) the Safe Drinking Water Act, 24



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U.S.C. § 300f, et seq.; xvi) National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Industrial Activities, Order No. 2014-0057-DWQ (or most current); xvii) National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ amended by 2010-0014-DWQ & 2012-0006-DWQ; xviii) The County of Orange, Orange County Flood Control District and The Incorporated Cities of Orange County within the Santa Ana Region Areawide Urban Storm Water Runoff Orange County Municipal Separate Storm Sewer System (MS4) Permit Order No. R8-2009-0030 (National Pollutant Discharge Elimination System No. CAS618030) as amended by Order No. R8-2010-0062; xix) South Coast Air Quality Management District Regulations and Rules; and (xx) all other federal, State, and local laws, rules, orders, directives, and codes, regulations, judgments, and orders relating to (a) emissions, discharges, releases, and/or threatened releases of Hazardous Materials into the environment (including, but not limited to, ambient air, surface water, groundwater, land surface, or subsurface strata); and (b) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport, or handling of Hazardous Materials, as such laws are amended, and the regulations and administrative codes applicable thereto.

Whenever references are made to published documents (e.g., specifications, standards, codes), it shall be understood that the applicable editions are those in effect, or which bear the latest publication date, on the date that the work is advertised for bids, unless otherwise specified. Where provisions of the pertinent specifications, standards, codes, etc., conflict with one another, the most stringent provisions shall govern.

SECTION 1.09 FAA

"FAA" shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, or such successor agency as may have similar jurisdiction over LICENSEE or its business, and the Airport.

SECTION 1.10 HAZARDOUS SUBSTANCES

"Hazardous Substances" or "Hazardous Materials" shall mean any pollutant, contaminant, chemical, compound, substance, hazardous or toxic substance, material, waste, and/or any other matter, which is or shall become regulated by any governmental entity, including, but not limited to COUNTY acting in its governmental capacity, the State of California, and/or the United States Government. The term "Hazardous Substances" or "Hazardous Materials" includes, without limitation, any material or substance which is: (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restrictive hazardous waste," or "hazardous substance," or considered a waste, condition of pollution, nuisance, and/or is controlled or governed under any Environmental Law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos or asbestos-containing materials; (iv) flammable or explosive substances; (v) mold-containing materials; (vi) polychlorinated biphenyl compounds; and/or (vii) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.



JOHN WAYNE AIRPORT PEER-TO-PEER VEHICLE SHARING LICENSE

SECTION 1.11 LICENSE AREA

COUNTY grants to LICENSEE the right to use that certain property hereinafter referred to as "License Area," shown on "Exhibit A," which exhibit is attached hereto and by reference made a part hereof. LICENSEE is prohibited from utilizing the rental car areas on Level Zero of Parking Structures A2 and B2 and valet parking area located on the rooftop of Parking Structure C, and other areas that may be restricted by the Airport Director or designee from time to time.

Shared Vehicle Owners and Airport Customers conducting an in-person exchange are authorized to park in the App-Based Parking Area as shown on Exhibit B for no longer than 5 minutes prior to meeting the Airport Customer and then for an additional 5 minutes to conduct the in-person exchange. In no event shall any in-person exchange take place curbside along the upper or lower roadways of the Airport. Licensee shall be responsible for Shared Vehicle Owners' and Airport Customers' compliance with this section.

SECTION 1.12 NON-STORM WATER DISCHARGE

"Non-Storm Water Discharge" shall mean any discharge to storm sewer systems that is not entirely composed of storm water. "Non-Storm Water Discharge" includes "Unauthorized Non-Storm Water Discharges" and "Authorized Non-Storm Water Discharges" as defined by the California Environmental Protection Agency State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Discharges of Storm Water Associated with Industrial Activities and Construction Activities.

SECTION 1.13 NPDES PERMIT

"National Pollutant Discharge Elimination System (NPDES) Permit" means the currently applicable discharge permit(s) issued by the Regional Water Quality Control Board, Santa Ana Region, which establish waste discharge requirements applicable to storm runoff within the County and Airport.

SECTION 1.14 PEER-TO-PEER SHARED VEHICLE OR SHARED VEHICLE

A vehicle that is shared for a fee pursuant to an arms-length, remote, web-based, or mobile Peer-to-Peer Vehicle Sharing transaction.

SECTION 1.15 PEER-TO-PEER VEHICLE SHARING

"Peer-to-Peer Vehicle Sharing" shall mean an arms-length, remote, web-based, or mobile transaction where a Shared Vehicle Owner allows a third party to use the Shared Vehicle(s) for a fee. This includes, but is not limited to, Reservations made through LICENSEE'S website, mobile application, or any other virtual platform that connects Shared Vehicle Owners with Airport Customers seeking to reserve the Shared Vehicle(s), with the Shared Vehicles(s) being dropped off to the Airport Customer on Airport property.



**JOHN WAYNE AIRPORT
PEER-TO-PEER VEHICLE SHARING LICENSE**

SECTION 1.16 PEER-TO-PEER VEHICLE SHARING RESERVATION OR RESERVATION

“Peer-to-Peer Vehicle Sharing Reservation” or “Reservation” shall mean an online electronic reservation completed for an Airport Customer in LICENSEE’S Peer-to-Peer Vehicle sharing platform, website, mobile application, or other virtual platform that initiates a reservation for a Shared Vehicle between Owner and an Airport Customer where the Shared Vehicle Owner delivers the vehicle to the Airport Customer.

SECTION 1.17 POLLUTANT

“Pollutant” means any chemical, compound, substance, liquid, solid or semi-solid substances, or combination thereof, including but not limited to:

- A. Artificial materials (such as floatable plastics, wood products or metal shavings);
- B. Household waste (such as trash, paper, and plastics; cleaning chemicals, yard wastes, animal fecal materials, used oil and fluids from vehicles, lawn mowers and other common household equipment);
- C. Metals and nonmetals, including compounds of metals and nonmetals (such as cadmium, lead, zinc, copper, silver, nickel, chromium, cyanide, phosphorus and arsenic) with characteristics which cause an adverse effect on living organisms;
- D. Petroleum and related hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease);
- E. Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor;
- F. Materials causing an increase in biochemical oxygen demand, chemical oxygen demand or total organic carbon;
- G. Materials which contain base/neutral or acid extractable organic compounds;
- H. Those pollutants defined in Section 1362(6) of the Federal Clean Water Act;
- I. Any other constituent or material, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus, or enterococcus, or eroded soils, sediment and particulate materials, in quantities that will interfere with or adversely affect the beneficial use of the receiving waters, flora or fauna of the State; and
- J. Any substance listed under Health and Safety Code, §25316.

SECTION 1.18 PROHIBITED DISCHARGE

"Prohibited Discharge" shall mean any discharge that contains any pollutant, from public or private property to (i) the storm water drainage system; (ii) any upstream flow, which is tributary to the storm water drainage system; (iii) any groundwater, river, stream, creek, wash or dry weather



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arroyo, wetlands area, marsh, or coastal slough; or (iv) any coastal harbor, bay, or the Pacific Ocean.

SECTION 1.19 SHARED VEHICLE OWNER OR OWNER

“Shared Vehicle Owner” or “Owner” means an individual or company that owns, leases, or otherwise has control over a Shared Vehicle and uses LICENSEE’S website, mobile application, or any other platform for Peer-to-Peer vehicle sharing of a shared vehicle. Shared Vehicles are not required to display a decal or placard to identify the Shared Vehicle, but this requirement may be modified by the Airport Director. Licensee shall ensure Shared Vehicle Owners comply with the terms and conditions of this License.

SECTION 1.20 STORM WATER DRAINAGE SYSTEM

“Storm Water Drainage System” shall mean street gutter, channel, storm drain, constructed drain, lined diversion structure, wash area, inlet, outlet or other facility, which is a part of a tributary to the county-wide storm water runoff system and owned, operated, maintained or controlled by the County of Orange, the Orange County Flood Control District or any co-permittee city, and used for the purpose of collecting, storing, transporting, or disposing of storm water. The Airport storm drain system shall mean any gutter, channel, storm drain, constructed drain, wash area, inlet or outlet or other facility that flows into, onto, through or out of the Airport property.

SECTION 1.21 STORM WATER

"Storm water" shall mean storm water runoff, snowmelt runoff, and storm water surface runoff and drainage.

SECTION 1.22 TERMINAL

"Terminal" shall mean the Thomas F. Riley commercial passenger terminal and concourses at John Wayne Airport, as may be modified at any time during the term of this License.

SECTION 1.23 TSA

"TSA" shall mean the Transportation Security Administration of the United States Department of Homeland Security, the federal agency responsible for regulation of airport security, or any such successor agency.

ARTICLE II - TERM OF LICENSE

SECTION 2.01 TERM OF LICENSE

This License shall be effective upon the signing of the License by the COUNTY, the “Effective Date.” The term of this License shall be one (1) year.



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PEER-TO-PEER VEHICLE SHARING LICENSE**

SECTION 2.02 OPTION TO EXTEND TERM

Airport Director may, at Director's sole discretion, extend the term of this License for one (1) additional year by giving LICENSEE sixty (60) days written notice of the extension.

SECTION 2.03 HOLDING OVER

In the event LICENSEE continues in possession of the License Area after the termination of this License, such possession shall not be considered an extension or renewal of this License.

SECTION 2.04 TERMINATION FOR CONVENIENCE

This License may be terminated for convenience by the Airport Director for any reason, and without cause, at any time. However, as a courtesy to LICENSEE, Airport Director will attempt to give thirty (30) days written notice to LICENSEE.

ARTICLE III - LICENSE AREA

SECTION 3.01 LICENSE AREA

COUNTY grants to LICENSEE the nonexclusive right to use that certain property hereinafter referred to as "License Area," shown on "Exhibit A," which exhibit is attached hereto and by reference made a part hereof. LICENSEE is prohibited from utilizing the rental car areas on level zero of Parking Structures A2 and B2 and valet parking area located on rooftop of Parking Structure C.

Shared Vehicle Owners conducting an in-person exchange are authorized to park in the App-Based Parking Area as shown on Exhibit B for no longer than 5 minutes prior to meeting the Airport Customer and then for an additional 5 minutes to conduct the in-person exchange.

It shall be the responsibility of the LICENSEE, Shared Vehicle Owner, or Airport Customer to pay parking fees when exiting the parking garage. Licensee shall be responsible for Shared Vehicle Owners' and Airport Customers' compliance with this section.

SECTION 3.02 NATURE OF LICENSE

LICENSEE acknowledges and agrees:

A. LICENSEE shall have a non-exclusive, revocable License, subject to all applicable laws, and to the ordinances, rules, and regulations of the Airport, to:

- (1) operate as a Peer-to-Peer Vehicle Sharing provider at the Airport utilizing its Peer-to-Peer Vehicle Sharing Reservation system to connect Airport Customers conducting pre-arranged transactions for Shared Vehicles;



JOHN WAYNE AIRPORT PEER-TO-PEER VEHICLE SHARING LICENSE

(2) permit Shared Vehicle Owners to access Airport facilities in connection with LICENSEE'S Peer-to-Peer Vehicle Sharing platform and park Shared Vehicles in License Area for pick-up by Airport Customer and later retrieval by Shared Vehicle Owners;

(3) permit Airport Customer or Owner to access Airport facilities in connection with LICENSEE'S Peer-to-Peer Vehicle Sharing platform and acquire possession of and to return pre-arranged Shared Vehicles in License Area; and

(4) permit Airport Customers and Owners to use common-use roadways for ingress and egress to and from Airport facilities in connection with LICENSEE'S Peer-to-Peer Vehicle Sharing platform. LICENSEE represents and warrants that it is not a rental car company as provided under any laws or regulations, and covenants to not conduct any rental car operations under this License or at the Airport. LICENSEE agrees to take any actions required by the Airport to prevent any such designation or determination during the term of this Agreement.

(5) LICENSEE agrees that all Shared Vehicles will be maintained in good operating order, mechanically safe, and in a clean, neat and attractive condition, inside and out, free of exterior body damage. Any complaints received by the Airport regarding the age, quality, safety, operating order, or condition of vehicle shall provide the Airport the ability to suspend or revoke that vehicle from being offered on the Peer-to-Peer Vehicle Sharing platform.

SECTION 3.03 INSTALLATION OF EQUIPMENT INSIDE OR OUTSIDE THE LICENSE AREA

LICENSEE shall not install equipment of any kind, neither inside nor outside the License Area, unless authorized in writing by the Airport Director prior to installation.

ARTICLE IV - FEES

SECTION 4.01 FEES

LICENSEE agrees to pay to COUNTY the following fees, payable monthly in arrears, on or before the fifteenth day of each month. The fee shall be:

Ten percent (10%) of the gross receipts (see Section entitled "DEFINITION OF GROSS RECEIPTS") from all proceeds received for Peer-to-Peer Vehicle Sharing services provided on Airport property for the preceding month, regardless of the month in which a reservation is made on the platform.

In the event the obligation to pay the fee begins or terminates on some day other than the first or last day of the month, the fee shall be prorated to reflect the actual period of use based on a thirty (30) day month. The fee for any partial calendar month during which this License becomes effective will be payable on such effective date.



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Fee payments shall be made in accordance with the provisions of the section in this License entitled "PAYMENT PROCEDURE."

SECTION 4.02 PARKING FEES

Any and all parking fees associated with utilization of any Parking Garage, License Area, or staging area shall be paid directly by LICENSEE, Owner, or Airport Customer.

SECTION 4.03 DEFINITION OF GROSS RECEIPTS

As used in this Section, the term "LICENSEE" shall include LICENSEE, its agents, concessionaires, or licensees, or any person acting under contract with LICENSEE. The term "gross receipts" upon which percentage fees are to be based shall include:

- A. The sale price of all goods, wares, merchandise, services, and products sold on or from the License Area or through the Peer-to-Peer Sharing platform by LICENSEE, whether for cash or credit, whether payment is actually made or not, whether delivery, pick-up, return, or drop-off of the items or services sold is made from the License Area and whether title to such items is transferred;
- B. The charges made by LICENSEE for the sale or rendition on or from the License Area or through the Peer-to-Peer Sharing platform of services of any nature or kind whatsoever, whether for cash or credit, whether payment is actually made or not and whether the services are actually performed or not;
- C. All booking, admission, and other fees of any nature or kind charged by LICENSEE (including but not limited to deposits accepted by LICENSEE);
- D. The value of all consideration received by LICENSEE or its employees including, without limitation, nonmonetary consideration received in exchange for the items sold, leased, rented or services rendered.

Gross receipts shall exclude all sales and excise taxes payable by LICENSEE to federal, state, county, or municipal governments as a direct result of operations under this License. Refunds for goods returned and deposits shall be deducted from current gross receipts upon return. Bad debts and discounts shall not be deducted from gross receipts. However, discounts are permitted to be deducted from gross receipts, provided such discounts are separately identifiable on the original rental agreement. The amount of any sum received as insurance proceeds or a judicial judgement or settlement to restore damage to automobiles or other property of Shared Vehicle Owner, or to restore a tangible loss, theft or conversion may be deducted. Any amounts received by Licensee from Airport Customers which are fully passed through to Shared Vehicle Owners such as post-trip reimbursements, smoking fees, etc. or any other amounts which Licensee does not retain any portion thereof may be deducted from gross receipts.



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Discounts, including but not limited to allowances, deductions, rebates, kickbacks, hidden credits, or any other reductions shall not be deducted from gross receipts.

SECTION 4.04 PAYMENT PROCEDURE

A. **Payment of Fees.** On or before the fifteenth day of each month, LICENSEE shall render to COUNTY a correct statement of all applicable gross receipts for the preceding calendar month. The statement shall be signed by LICENSEE's designated agent and shall be in the form prescribed by COUNTY and according to standard accounting procedures. Each statement shall indicate:

- (1) The total gross receipts for business conducted on the Airport for the preceding calendar month; and
- (2) The fee payment due for the preceding calendar month

Concurrently with the rendering of each statement, LICENSEE shall pay the monthly fee.

B. **Place of Payment and Filing.** Payments and statements required by the Sections in this License entitled "FEES" and "DEFINITION OF GROSS RECEIPTS" and shall be delivered to the County of Orange, Office of the Auditor-Controller, John Wayne Airport Accounting Services, 3160 Airway Avenue, Costa Mesa, California 92626. The designated place of payment and filing may be changed at any time by COUNTY upon ten (10) days' written notice to LICENSEE. Payments may be made by check payable to the County of Orange. LICENSEE assumes all risk of loss if payments are made by mail.

B. **Form of Payment.** All sums due under this License shall be paid in lawful money of the United States of America without offset or deduction or prior notice or demand. No payment by LICENSEE or receipt by COUNTY of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and COUNTY shall accept such check or payment without prejudice to COUNTY's right to recover the balance of the amount due or pursue any other remedy in this License. All electronic payments must be remitted by Automated Clearing House (ACH)/direct deposit to the Airport's designated bank account, or any future mode prescribed by the COUNTY. Any fees assessed to the COUNTY'S bank account due to the use of other form of payment (e.g. wire transfer) not prescribed or approved by the COUNTY, shall be passed through to LICENSEE plus a twenty-five-dollar (\$25) processing fee.

C. **Penalty for NSF Check.** In the event a check submitted by LICENSEE is returned for non-sufficient funds ("NSF"), LICENSEE agrees to pay COUNTY a service charge in the amount of twenty-five dollars (\$25) for the first check, and thirty-five dollars (\$35) for each subsequent check. LICENSEE liable for treble damages pursuant to California Civil Code Section 1719.



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SECTION 4.05 CHARGE FOR LATE PAYMENT

LICENSEE hereby acknowledges that the late payment of fees or any other sums due hereunder will cause COUNTY to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, administrative processing of delinquent notices, increased accounting costs, and lost interest income.

Accordingly, if any payment of fees as specified in the section in this License entitled "FEES" or of any other sum due COUNTY is not received by COUNTY by the due date, a late charge of one and one-half percent (1.5%) of the payment and the total sum shall become immediately due and payable to COUNTY. An additional charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

LICENSEE and COUNTY hereby agree that such late charges represent a fair and reasonable estimate of the costs that COUNTY will incur by reason of LICENSEE's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by COUNTY shall in no event constitute a waiver of LICENSEE's default with respect to such overdue payment, or prevent COUNTY from exercising any of the other rights and remedies granted hereunder.

SECTION 4.06 RECORDS AND ACCOUNTS

- A. Records. LICENSEE shall, at all times during the term of this License, keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted herein. The records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or other pertinent documents.
- B. The Accounting Year. The accounting year shall be twelve full calendar months commencing with the first full calendar month following the Effective Date of this License. Example: If the Effective Date is on March 15, the first accounting year will include March 15 through March 31 of the following year. Thereafter, the accounting year would start on April 1 and end on March 31.
- C. Financial Statement. Within ninety (90) days after the end of each accounting year, should this License extend beyond 12 months, LICENSEE at its own expense shall submit to the Auditor-Controller an audited statement of Gross Receipts ("Financial Statement") as defined in Section 4.03 for all Airport operations. This Financial Statement shall include a breakdown schedule of total Gross Receipts for the accounting year by month and sales as classified according to the categories of business established for percentage rent and listed in Section 4.01 (FEES) and for any other business conducted on or from the License Area. This statement shall be prepared by an independent Certified Public Accountant ("CPA") or CPA firm holding a current and valid license with their local state Board of Accountancy. The audit must be performed and presented, respectively, in the applicable standards promulgated by the American Institute of Certified Public Accountants ("AICPA").



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The first Financial Statement must include all Gross Receipts from the LICENSE Effective Date and the Gross Receipts of the first Accounting Year. All subsequent Financial Statements will be for the Accounting Year.

A reviewed statement of Gross Receipts performed in accordance with applicable AICPA standards may be requested by LICENSEE instead of a Financial Statement if there is undue hardship to obtain an audited statement. LICENSEE must request and obtain written approval for a reviewed statement from the Airport Director prior to the Financial Statement due date for the year to be audited. If the request is not made by the LICENSEE prior to the due date, the request will be denied. If a reviewed statement of Gross Receipts is approved by the Airport Director, the reviewed statement of Gross Receipts is only approved for the year requested. The LICENSEE is required to submit an audited statement of Gross Receipts for future years.

LICENSEE shall provide COUNTY with copies of any Certified Public Accountant management letters and audited financial statements prepared in conjunction with their audit of LICENSEE's operations from the Airport. Copies of management letters and/or Financial Statement shall be provided directly to COUNTY by the CPA at the same time LICENSEE's copy is provided to LICENSEE.

LICENSEE acknowledges that any and all of the "Financial Statements" submitted to the COUNTY pursuant to this License become Public Records and are subject to public inspection pursuant to California Government Code Section 6250 et seq. .

- D. Failure to Submit Financial Statements. In addition to any other remedies available to COUNTY at law or in equity or under this License, in the event that LICENSEE fails to submit any financial statements by the due date listed in Subsection C, "Financial Statement," Airport Director may require LICENSEE to submit the greater of:
- 1) \$5,000 fine; or
 - 2) Any and all costs incurred by COUNTY for the Certified Public Accountant hired by the COUNTY to prepare the required financial statements, including an administrative fee equal to fifteen percent (15%) of those costs.

The assessed fine does not relieve LICENSEE from the responsibility to submit an Financial Statement or provide sufficient financial records for the Certified Public Accountant hired by the COUNTY to complete the required audit.

- E. Audits. All LICENSEE's books of account and records and supporting source documents related to this License or to business operations conducted within or from the Airport shall be kept and made available to COUNTY at one location within the limits of the County of Orange or shall be made available at offices in the COUNTY within ten (10) business days after notice to produce said records and source documents. COUNTY shall, through its



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duly authorized agents or representatives, have the right to examine and audit said books of account and records and supporting source documents at any and all reasonable times for the purpose of determining the accuracy thereof, and of the monthly statements of transactions and the dollar amount of said transactions. The full cost of said audit shall be borne by COUNTY.

Auditor-Controller, upon request of LICENSEE and at said Auditor-Controller's sole discretion, may authorize the above-referenced books and records and supporting source documents to be kept in a single location outside the limits of Orange County provided LICENSEE shall agree to pay all expenses including but not limited to transportation, food, and lodging necessary for Auditor- Controller to send a representative to audit said books and records. Said right shall not be exercised by Auditor-Controller more than once each accounting year.

Upon the request of Auditor-Controller, LICENSEE shall promptly provide, at LICENSEE's expense, necessary data to enable COUNTY to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this License and to LICENSEE's use of the Airport. Such data shall include, if required, a detailed breakdown of LICENSEE's receipts and expenses.

The full cost of said audit, as determined by Auditor-Controller, shall be borne by LICENSEE if either or both of the following conditions exist:

- 1) The audit reveals an underpayment of more than two percent between the fees due as reported and paid by LICENSEE in accordance with this License and the fees due as determined by said audit;
- 2) LICENSEE has failed to maintain true and complete books, records, accounts and supporting source documents in accordance with Subsection A, "Records" above. The adequacy of records shall be determined at the sole discretion of COUNTY's Auditor-Controller.

Otherwise, COUNTY shall bear the cost of said audit, excluding the aforementioned expenses related to audit of documents kept outside the limits of the County of Orange.

F. Failure to Maintain Adequate Records. In addition to any other remedies available to COUNTY at law or in equity or under this License, in the event that LICENSEE fails to maintain and keep books, records and accounts of gross receipts from business operations conducted on or from the Airport and/or source documents relating thereto, or to make the same available to Auditor-Controller for examination and audit, or to record sales and/or to maintain registers to record sales, or to provide financial statements and other information to Auditor-Controller regarding gross sales as required by this License, Auditor-Controller, at Auditor-Controller's option, may:



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- 1) Perform such examinations, audits and/or investigations itself or through agents or employees as COUNTY and/or its auditors may deem appropriate to confirm the amount of percentage fees payable by LICENSEE under this License and any and all costs and/or expenses incurred by COUNTY in connection therewith shall be promptly reimbursed to COUNTY by LICENSEE upon demand.
- 2) Provide accounting services and/or a system for recording retail sales and charges, including without limitation cash registers, for use by LICENSEE in business transactions upon or from the Airport, and, at COUNTY's option, maintain personnel on the Airport to observe and/or record such sales during LICENSEE's business hours, or from time to time, all at LICENSEE's sole cost and expense and, in such event, LICENSEE shall promptly reimburse COUNTY for any and all costs incurred by COUNTY in connection therewith; and/or
- 3) Require that LICENSEE pay percentage fees based on COUNTY's best good faith estimate of LICENSEE's gross receipts from business operations conducted on or from the Airport and any such determination made by COUNTY shall be conclusive and binding upon LICENSEE.

Costs payable by LICENSEE pursuant to this section shall include reimbursement to COUNTY of COUNTY provided services at such rates as COUNTY may from time to time, in good faith, establish for such services. In the case of services provided by COUNTY's employees, such rates shall be sufficient to reimburse COUNTY for employees' salaries, including employee taxes and benefits and COUNTY's overhead or, at Auditor-Controller's option, may be the rate for such services that would be charged by a qualified third party or Parties, approved by Auditor-Controller, if engaged by COUNTY to perform such services.

SECTION 4.07 PROVISION AGAINST SET-OFFS

It is the obligation of LICENSEE to pay all fees free of any set-offs or claims, in the amount and at the times specified in this License. In the event that LICENSEE desires to contest the validity or amount of any such fees and charges, LICENSEE shall first pay the same to COUNTY and may then seek a refund in any appropriate forum.

SECTION 4.08 SECURITY DEPOSIT

LICENSEE, prior to the commencement of operations, shall deposit with COUNTY a security deposit in the sum of Twenty-Five Thousand Dollars (\$25,000.00).

The security deposit shall take one of the forms set out below and shall guarantee LICENSEE's full and faithful performance of all the terms, covenants, and conditions of this License:

- A. A Letter of Credit from one or more financial institutions, subject to regulation by the State of California or Federal government, pledging that funds necessary to secure performance of the terms, covenants, and conditions of this License are on deposit and guaranteed for



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payment, and agreeing that said funds shall be trust funds securing LICENSEE's performance and that all or any part shall be paid to COUNTY, or order upon demand by Airport Director. Both the financial institution(s) and the form of the instrument(s) must be approved by Airport Director, or designee. The financial institution shall have a minimum long-term credit rating by two of the three Nationally Recognized Statistical Rating Organizations (NRSROs): Moody's (AA3), S&P Global (AA-), and Fitch (AA-).

- B. A Faithful Performance Bond executed by a surety company or financial institution qualified and admitted to do business in the State of California and issued in a form, approved by the COUNTY. The surety company must have a minimum A. M. Best rating of A-/VIII as determined by the most current edition of ambest.com. Under the bond, the surety company shall guarantee to COUNTY full and complete performance of all the terms, conditions and covenants herein to be performed on the part of LICENSEE, including the payment of use fees as well as any and all other payments. Said bond shall be maintained at the cost of LICENSEE throughout the existence of this License. Said Surety shall give Airport Director or designee a minimum (30) days' prior written notice of cancellation or material change in said bond. Such cancellation or material change without Airport Director's or designee's prior written consent shall constitute a default under this License.

Regardless of the form in which LICENSEE elects to make said security deposit, all or any portion of the principal sum shall be available unconditionally to the COUNTY for correcting any default or breach of this License by LICENSEE, its successors or assigns, or for payment of expenses incurred by COUNTY as a result of the failure of LICENSEE, its successors or assigns, to faithfully perform all terms, covenants, and conditions of this License.

Should LICENSEE elect to provide either a Letter of Credit or a Faithful Performance Bond to fulfill the security deposit requirements of this License, said instrument or bond shall have the effect of releasing depository or creditor therein from liability on account of the payment of any or all of the principal sum to COUNTY, or order upon demand by Airport Director.

In the event Airport Director or designee withdraws all or any portion of the security deposit as provided herein, LICENSEE shall, within ten (10) days of any withdrawal by Airport Director or designee, replenish the security deposit to maintain it at amounts herein required throughout the term of this License. Failure to do so shall be deemed a default and shall be grounds for immediate termination of this License.

LICENSEE shall be obligated to maintain the security deposit in effect until the expiration date or earlier termination of this License.

The security deposit, after deduction of all amounts due COUNTY, shall be rebated, reassigned, released or endorsed by the COUNTY to LICENSEE or order, as applicable, after one hundred twenty (120) days have elapsed, or at an earlier time to be determined by the Airport Director or designee, following the expiration date of the term of this License, provided LICENSEE has fully and faithfully performed each and every term, covenant, and condition of this License.



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ARTICLE V - USE, RULES AND REGULATIONS, MAINTENANCE AND CONDITION OF LICENSE AREA

SECTION 5.01 USE

LICENSEE's use of the License Area, as shown in Exhibit A, shall be limited to the non-exclusive right to conduct Peer-to-Peer Vehicle Sharing services at the Airport using a preapproved Peer-to-Peer Vehicle Sharing Reservation platform, however, in no event shall any Airport Customer or Owner utilize any areas restricted or prohibited, as may be modified from time to time by the Airport Director. License Area includes the area for conducting an in-person exchange in the App-Based Parking Area as shown on Exhibit B for no longer than 5 minutes prior to meeting the Airport Customer and then for an additional 5 minutes to conduct the in-person exchange.

Except as otherwise specifically authorized by JWA in writing, LICENSEE agrees not to use the Airport, or allow the Airport to be used, for any other purpose nor to engage in or permit any other activity by LICENSEE's employees, agents or contractors, including but not limited to Shared Vehicle Owners and Airport Customers, within or from the Airport. LICENSEE agrees not to conduct or permit its employees, agents or contractors, including but not limited to Shared Vehicle Owners and Airport Customers, to conduct any public or private nuisance in, on or from the Airport, or to commit or permit its employees, agents or contractors, including but not limited to Shared Vehicle Owners and Airport Customers, to commit any waste in, on or from the Airport.

Operation Requirements.

Licensee shall ensure Shared Vehicle Owner and Airport Customer compliance with the following requirements:

- I. Each Shared Vehicle Owner and Airport Customer shall be allowed to wait, pick-up and drop-off Shared Vehicles at the Airport **only** in the License Areas;
- II. If Owner is leaving a Shared Vehicle for later pickup by an Airport Customer, the Owner shall promptly conclude preparation of the Shared Vehicle for the transaction upon Owner's arrival in a License Area, secure the vehicle in a marked parking spot, and depart the License Area. If an Owner arrives in the License Area to regain possession of a Shared Vehicle, the Owner shall promptly conduct the required transaction and depart the License Area;
- III. Once an Airport Customer arrives in the License Area, the Airport Customer shall promptly conduct the transaction to obtain possession of the Shared Vehicle, load the vehicle, and depart the License Area. If an Airport Customer arrives in the License Area to return possession of a Shared Vehicle, the Airport Customer shall promptly conduct the required transaction and depart the License Area;
- IV. If an Owner and Airport Customer intend to meet to transfer possession of a Shared Vehicle in-person, then they shall promptly conclude their transaction and depart the License Area as shown on Exhibit B;



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- V. Each Owner and Airport Customer shall limit their time to the time required for the prompt conducting of the transaction, loading and unloading of passengers and belongings, and afterwards promptly depart from the Airport.

SECTION 5.02 RULES AND REGULATIONS

The COUNTY may adopt and enforce "Airport Rules and Regulations" which LICENSEE agrees to observe and obey, with respect to the use of the Airport and its appurtenances, facilities, improvements, equipment and services; provided that such rules and regulations shall not be inconsistent with safety and with rules, regulations and orders of the FAA and TSA with respect to all operations of the Airport. Except in the case of emergency, the COUNTY shall give LICENSEE written notice and opportunity to comment on any proposed changes or additions to the Airport Rules and Regulations that could impact LICENSEE's operations at the Airport before such proposed rules and regulations are adopted by the COUNTY. If requested, the COUNTY shall promptly provide a copy of such Airport Rules and Regulations to LICENSEE.

LICENSEE shall comply with all Airport Rules and Regulations and shall observe, obey, comply with and not otherwise hinder or obstruct any and all rules, regulations, laws, ordinances, statutes or orders of any governmental authority, whether Federal, State, or local, lawfully exercising authority over the Airport or the activities thereon, including compliance with FAA, TSA and Airport security rules, regulations and plans.

To the fullest extent authorized by law, LICENSEE shall be liable to COUNTY for any and all claims, demands, damages, fines or penalties of any nature whatsoever which may be imposed upon COUNTY due to LICENSEE's violation of any governmental rules, environmental laws, regulations or standards as now or may hereafter be promulgated or enacted, including, but not limited to, the payment of any fines or penalties for any breach of security, arising from the unauthorized entry of any person or vehicle onto Airport or from any other violations caused directly or indirectly by the act, omission, negligence, abuse or carelessness on the part of LICENSEE, its employees, contractors, agents or suppliers.

COUNTY shall not be liable to LICENSEE for any diminution or deprivation of possession, or of its rights hereunder, on account of the exercise of such right or authority as in this section provided, nor shall LICENSEE be entitled to terminate the whole or any portion of the rights granted herein by reason of the exercise of such right or authority, unless the exercise thereof shall so interfere with LICENSEE's use and occupancy of the License Area so as to constitute a termination in whole or in part of this License by operation of law in accordance with the laws of the State of California.

The Airport Rules and Regulations contain environmental and sustainability requirements that LICENSEE agrees to make reasonable efforts to participate in, help facilitate, and cooperate with, including those related to air quality, waste, and water, and energy conservation.



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SECTION 5.03 OPERATIONAL REQUIREMENTS

LICENSEE agrees to abide by the following operational conditions and requirements:

- A. Upon request from Airport Staff or Law Enforcement, all drivers will immediately comply with requests, including but not limited to requests to see proof of insurance, license, and registration, prearranged Waybill, or confirmation that the Application is activated while on Airport Property.
- B. Failure of drivers to comply with License terms or Airport Rules and Regulations may result in citation and/or fine and may be prosecuted as a misdemeanor as provided in Orange County Codified Ordinances 2-1-66. Repeated failures to comply with License terms or Airport Rules and Regulations may result in the termination of this License.
- C. Prior to termination, LICENSEE will be provided written notice of failures and be provided an opportunity to cure such failures within a specified time frame. Specified time to cure will depend on the seriousness of violation.
- D. Maintain an office and business telephone or other means of contact and communications acceptable to Airport Director.
- E. Maintain the Security Deposit as set forth in the Section in this License entitled "SECURITY DEPOSIT."
- F. Abide by all applicable rules, regulations, and conditions of the Airport and other regulatory agencies.
- G. Comply with all safety rules and regulations promulgated by any governmental authority having control over its operations under this License at Airport.
- H. Furnish good, prompt and efficient service so as not to reflect any discredit on COUNTY and Airport.

SECTION 5.04 MAINTENANCE AND OPERATION OF LICENSE AREA

LICENSEE agrees to maintain the License Area in a safe, clean, sanitary condition and in compliance with all applicable laws. LICENSEE shall be responsible to make all necessary repairs required to maintain the License Area and improvements in good condition. All repairs and improvements made by LICENSEE to the License Area shall be in compliance with all current Federal, State, Local Ordinances and Building Codes and all Airport Regulations ("Codes"). The Codes encompass all fire, life and structural safety aspects and apply to the construction, alteration, moving, demolition, repair and use of the License Area. Any additions, alterations, repairs and changes of use or occupancy in the License Area shall comply with the provisions for new buildings and structures as set forth in the Codes. All devices or safeguards which are required by



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the Codes shall be maintained in conformance with the edition of the Codes under which it was installed.

LICENSEE shall immediately notify the Airport Director and the Airport Operations Center ("AOC") of any emergency posing a threat to the safety or security of any persons or property at the Airport, including but not limited to any fire, accident, serious injury or property damage, or spill or release of fuel, lubricants, solvents, sewage, Hazardous Substances, or any Non-Storm Water Discharge. The AOC can be reached by calling (949) 252-5000 or picking up any white telephone located in the terminal buildings.

LICENSEE further agrees to keep the License Area free and clear of rubbish and litter. Airport Director shall have the right to enter upon and inspect LICENSEE's License Area and other Airport facilities at any time for cleanliness, safety and maintenance inspections as set out herein.

LICENSEE shall designate in writing to Airport Director a representative who shall be responsible for operation and level of maintenance, cleanliness and general order. The LICENSEE representative must be available within two (2) hours-notice for questions, customer service issues, maintenance, safety, security, or any operations issues, and shall have a dedicated phone line for Airport staff to make contact.

If LICENSEE fails to maintain or make repairs or replacements as required herein, Airport Director shall notify or attempt to notify LICENSEE in writing of said failure. Should LICENSEE fail to correct the failure within the time specified in the notice, Airport Director may make the necessary correction or cause it to be made and the cost thereof, including but not limited to the cost of labor, materials and equipment shall be charged to LICENSEE. Thereafter, an administrative fee equal to fifteen percent (15%) of the sum of such items shall be paid by LICENSEE within ten (10) days of receipt of a statement of said cost from Airport Director. Airport Director may, at his or her option, choose other remedies available herein, or as provided by law.

LICENSEE expressly waives any and all claims against the COUNTY for compensation for any and all loss or damage to LICENSEE's property sustained by reason of any defect, deficiency or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system or electrical apparatus or wires serving the License Area, except to the extent caused by the COUNTY's negligence or willful misconduct.

SECTION 5.05 DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS

LICENSEE shall be responsible for any damage caused by LICENSEE, or any LICENSEE's vehicle, equipment, employees, agents, visitors or suppliers, to common use area of the Terminal or Airport facilities, including but not limited to curbs, columns, parking garages, lights, fixtures, shade structures, and or any parking area equipment. Should such damage require immediate repairs or replacement and LICENSEE is unable to respond immediately to complete said repairs or replacement, Airport Director may cause to be made or make any necessary repairs or replacements and the cost thereof shall be paid by LICENSEE. Said cost shall include all labor, materials, equipment and an administrative fee equal to fifteen percent (15%) of the sum of those



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items. Said cost shall be paid by LICENSEE within fifteen (15) days of receipt of an invoice for costs from Airport Director.

In the event of damage to or destruction of LICENSEE-owned or constructed buildings, facilities or improvements located within the License Area or in the event LICENSEE-owned or constructed buildings, facilities, or improvements located within the License Area are declared unsafe or unfit for use or occupancy by the COUNTY or any other public entity with jurisdiction to make and enforce such a declaration, LICENSEE shall, within thirty (30) days, commence and diligently pursue completion of the repair, replacement or reconstruction of improvements to the same size and floor area as they existed immediately prior to the event causing the damage or destruction, as necessary to permit full use and occupancy of the License Area for the purposes required by the License.

Repair, replacement or reconstruction or improvements within the License Area shall be accomplished in a manner and according to plans approved by Airport Director. Except as otherwise provided herein, termination of this License shall not reduce or nullify LICENSEE's obligation under this paragraph. With respect to damage or destruction to be repaired by COUNTY or which COUNTY elects to repair, LICENSEE waives and releases its rights under California Civil Code Sections 1932(2) and 1933(4).

SECTION 5.06 PROHIBITED USES

Any uses that are in conflict with the Rental Car Parking operations.

ARTICLE VI- ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION

SECTION 6.01 HAZARDOUS SUBSTANCES AND ENVIRONMENTAL COMPLIANCE

The LICENSEE agrees that it shall abide with all applicable Hazardous Substances laws, rules and regulations, relating to Hazardous Substances including, but not limited to, 49 C.F.R. Parts 171 *et seq.* The LICENSEE shall not cause any Hazardous Substances to be brought upon, kept, used, stored, generated, treated, managed or disposed of in, on or about or transferred to or from the Airport, except to the extent that such Hazardous Substances are (i) necessary for or useful to the LICENSEE's business and (ii) used, kept and stored in a manner that complies with all applicable Environmental Laws, the Airport Rules and Regulations, and all other applicable laws.

The LICENSEE shall comply with all applicable Environmental Laws and shall not engage in any activity on or about the Airport that violates any applicable Environmental Law. In conducting its operations and maintenance on the Airport under this License, the LICENSEE shall comply with such regulations regarding the storage, distribution, processing, handling and/or disposal, including the storm water discharge requirements, of Hazardous Substances including, but not limited to, gasoline, aviation fuel, jet fuel, diesel fuel, lubricants and/or solvents, whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.



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The LICENSEE shall at its own expense take all investigatory and/or remedial action required or ordered by any governmental agency having jurisdiction or any applicable Environmental Law for clean-up and removal of any contamination involving any Hazardous Substances caused by the LICENSEE. In conducting a clean-up of a Hazardous Substance release under this License, the LICENSEE shall comply with applicable Environmental Laws. Hazardous waste generated by the LICENSEE or its contractors shall be disposed properly and under the LICENSEE's EPA ID number.

The LICENSEE shall not allow or cause the entry of any Hazardous Substances under its control into the Airport Storm Water drainage system unless authorized by applicable Environmental Law and the Airport's Storm Water Discharge Permit. The LICENSEE shall not allow or cause the entry of any Unauthorized Non-Storm Water Discharge that is under its control into the Storm Water drainage system of the Airport or into the Storm Water drainage system of any of its surrounding communities, unless such substances are first properly treated by equipment installed with the approval of the COUNTY for that purpose, and the LICENSEE complies with recommendations made by the state and/or federal Environmental Protection Agency and the Airport's Storm Water Discharge Permit requirements. The LICENSEE shall bear all costs and any other expenses related to the prohibited entry of such oil, fuel, or other Hazardous Substances into said drainage systems prohibited by any applicable Environmental Law.

The LICENSEE shall provide all notices required pursuant to the SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986, CAL. HEALTH & SAF. CODE § 25249 *et seq.* The LICENSEE shall provide prompt written notice to the COUNTY within three (3) days of receipt of all written notices of violation of any applicable Environmental Law received by the LICENSEE.

SECTION 6.02 STORM WATER CONTROL AND CONTAMINATION

Federal regulations for storm water discharges were issued by the U.S. Environmental Protection Agency (U.S. EPA) (40 CFR Parts 122, 123, and 124). The U.S. EPA, through the NPDES permitting program, regulates discharges of potentially contaminated wastewater and storm water into waters of the United States. California has been delegated NPDES general permitting authority by the U.S. EPA. California's State Water Board has issued NPDES permits to regulate municipal, industrial, and construction storm water discharges under the NPDES permitting program.

Section 402(p) of the Clean Water Act (CWA) requires NPDES permits for storm water discharges from municipal separate storm sewer systems (MS4s). The County of Orange is the principal permittee for Orange County's MS4 Permit Order No. R8-2009-0030 (or currently effective permit) No. CAS 618030 (MS4 Permit). As a facility owned and operated by the County of Orange, the Airport implements requirements in the MS4 permit and is responsible for discharges into the system. One of the MS4 Permit requirements is to establish the legal authority to control discharges. The COUNTY's Water Quality Ordinance (OCCO Title 4, Division 13, Sections 4-13-10 *et. seq.*) regulates non-storm water discharges into the MS4 to reduce the discharge of pollutants



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into the waters of the State. The CWA and the resulting MS4 permit require the County to take steps to reduce pollutants leaving its systems to the maximum extent practicable. The MS4 permit requires the COUNTY to develop and implement a Local Implementation Plan (LIP) describing the programs and procedures required by the MS4 permit.

LICENSEE shall not have prohibited discharge to the MS4 system or on-site storm drains. Some non-storm water discharges (i.e., fire sprinkler tests) require additional permits with the Regional Water Quality Control Board (RWQCB). LICENSEE is responsible for obtaining and implementing monitoring requirements associated with any non-storm water discharge permits. LICENSEE shall notify COUNTY prior to any non-storm water discharge.

In the furtherance of these regulations and Section 402 of the Clean Water Act (CWA), the State of California has adopted a General Permit for discharges of storm water associated with industrial activities: "State Water Resources Control Board (State Water Board) Water Quality Order No. 2014-0057-DWQ, NPDES General Permit No. CAS 000001 (Industrial General Permit or IGP)." JWA has applied for and received coverage to discharge storm water and authorized non-storm water discharges pursuant to the general permit for industrial activities and are subject to the permit's requirements, conditions, and penalties. The permit requires the development and implementation of an effective Industrial Storm Water Pollution Prevention Plan (SWPPP) and Monitoring Implementation Plan (MIP). This plan is developed by COUNTY and covers LICENSEE. The airside portion of JWA where industrial activities take place is covered by the IGP. Industrial activities include maintenance, fueling, equipment cleaning, storage areas, and material handling activities.

LICENSEE shall not allow or cause the entry of any materials, waste, or hazardous materials under its control into the Airport Storm Water Drainage System unless authorized by Environmental Law and the Airport's Storm Water Discharge Permit. LICENSEE shall not allow or cause the entry of any Unauthorized Non-Storm Water Discharge that is under its control into the Storm Water Drainage System of the Airport or into the Storm Water Drainage System of any of its surrounding communities, unless such substances are first properly treated by equipment installed with the approval of COUNTY for that purpose, and LICENSEE complies with recommendations made by the California and/or U.S. Environmental Protection Agency and the Airport's Storm Water Discharge Permit requirements. LICENSEE shall bear all costs and any other expenses related to unauthorized non-storm water discharges.

LICENSEE shall assure the protection of storm water from aircraft maintenance and washing activities, through implementation of policies or Best Management Practices. Wet washing of aircraft is only allowed in designated wash rack areas. Only dry wash methods are allowed for cleaning aircraft outside of the designated wash rack areas. Aircraft maintenance can only occur in designated areas; these areas must be protective of storm water through covering or other means.

SECTION 6.03 ENVIRONMENTAL INDEMNIFICATION

To the fullest extent authorized by law, LICENSEE shall indemnify, defend, and hold harmless the COUNTY, its officers, and employees harmless from and against any and all applicable Environmental Law claims, judgments, damages, penalties, fines, costs, liabilities, losses, orders,



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and lawsuits arising out of any action or inaction by LICENSEE, LICENSEE's operations at the Airport or any action arising from and which involve LICENSEE's officers, agents, subcontractors, and employees, including the cost of defense arising therefrom, including but not limited to the following:

- 1) LICENSEE's placing, disposing, allowing or releasing of Hazardous Substances upon or within the Airport including any such claims, demands, liabilities and/or obligations related to LICENSEE's release of Hazardous Substances on the Airport since the time LICENSEE first occupied the Airport.
- 2) LICENSEE's release of Hazardous Substances upon or within the Airport.
- 3) LICENSEE's violation of any Environmental Law, except that LICENSEE's obligations under this paragraph shall not extend to known conditions that are, as of the date of this License, the subject of investigation and remediation by COUNTY or others, or remediation conditions that arise from operations of third parties that are not affiliated with LICENSEE that take place off of the Airport. A party shall be deemed to be affiliated with LICENSEE if it is an employee, officer, director, agent, contractor or subcontractor of LICENSEE or if it is controlled by or under common control with LICENSEE.
- 4) LICENSEE's causing or allowing any discharge into the Airport Drainage System that is prohibited by Section 6.01 of this License.

This indemnification includes, without limitation, reasonable attorney's fees/costs and other costs incurred by COUNTY in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Federal, State or local governmental entity because of any Hazardous Substances being present in the soil or groundwater under the Airport. However, LICENSEE's indemnity obligation shall not apply in the event of any claims for any loss, damage or expense arising from the sole or active negligence or willful misconduct of COUNTY or its agents, servants or independent contractors who are directly responsible to COUNTY.

In the event the indemnitees described hereinabove are named as defendants or respondents in any lawsuit or administrative proceeding, LICENSEE shall, at the request of the COUNTY, represent the indemnitee with qualified counsel approved in writing by the COUNTY.

In the event that a monetary judgment is awarded against the COUNTY and LICENSEE because of the concurrent negligence of the COUNTY and LICENSEE or their respective officers, subcontractors, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Both the COUNTY and LICENSEE agree that neither party shall request a jury apportionment.

Nothing stated in this License and in this indemnity obligation shall be construed as authorizing any award of attorney's fees/costs in any action to enforce the terms of this License. The rights and obligations set forth in this indemnification shall survive the termination of this License.



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SECTION 6.04 CONFLICT WITH ENVIRONMENTAL LAW PROVISIONS

In the event that any of the terms of these environmental requirements codified in this Article conflict with any other terms of this License, the Environmental requirements contained in this Article shall apply.

SECTION 6.05 ANTI-IDLING POLICY

Within six months of License execution, LICENSEE must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. LICENSEE's policy shall also include all third party vehicles that enter Airport property at the direction of LICENSEE.

The policy shall include all third-party vehicles that enter Airport property at the direction of the LICENSEE.

SECTION 6.06 RESERVED

ARTICLE VII - ASSIGNMENT

SECTION 7.01 ASSIGNING AND TRANSFERRING

LICENSEE understands that this License is not an interest in real property nor is it an assignable right. Any attempt to assign or otherwise transfer this License by LICENSEE, voluntarily or by operation of law, shall automatically terminate this License.

If LICENSEE hereunder is a corporation, an unincorporated association, limited liability company, limited liability partnership, limited partnership, or partnership, the Encumbrance of any stock or interest in said corporation, association, limited liability company, limited liability partnership, limited partnership or partnership in the aggregate exceeding fifty-one percent (51%) shall be deemed an assignment within the meaning of this Section.

SECTION 7.02 SUCCESSORS IN INTEREST

Unless otherwise provided in this License, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all Parties hereto, all of whom shall be jointly and severally liable hereunder.



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ARTICLE VIII - TERMINATION AND DEFAULT

SECTION 8.01 TERMINATION FOR DEFAULT

The COUNTY, may terminate this License and all of its obligations hereunder with or without prior notice to LICENSEE and may exercise all rights of entry for default and breach, if LICENSEE fails to perform on any of its obligations under this License including but not limited to the following:

- A. Payment of Fees;
- B. A general assignment for the benefit of creditors and any Transfer without the prior written approval by the COUNTY;
- C. The issuance of any execution or attachment against LICENSEE at the Airport which is undischarged within sixty (60) days of levy or seizure or if the License Area are occupied by someone other than LICENSEE;
- D. The voluntary vacation or abandonment by LICENSEE of Peer-to-Peer Vehicle Sharing at the Airport;
- E. The violation by LICENSEE of any of the terms of any insurance policy referred to in the License;
- F. If LICENSEE is found by the FAA, TSA, other government regulatory or successor agency to have violated specified safety standards in the conduct of LICENSEE's business;
- G. The violation of any written directions of the Airport Director;
- H. The appointment of a receiver to take possession of all, or substantially all, the assets of LICENSEE located in the License Area or of LICENSEE's rights in the License Area;
- I. LICENSEE discontinues operations for thirty (30) days or more.

SECTION 8.02 CONDITION OF LICENSE AREA UPON TERMINATION

Except as otherwise agreed to herein, upon termination of this License, LICENSEE shall redeliver possession of said License Area to COUNTY in substantially the same condition that existed immediately prior to LICENSEE's entry thereon, reasonable wear and tear, flood, earthquakes, war and any act of war, excepted.

SECTION 8.03 DISPOSITION OF ABANDONED PERSONAL PROPERTY

If LICENSEE abandons or quits the License Area or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to LICENSEE and left on the License Area



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fifteen (15) days after such event shall be deemed to have been transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without liability therefor to LICENSEE or to any person claiming under LICENSEE, and shall have no need to account therefor. Personal property left on the License Area after termination, expiration, or abandonment of the License shall not be construed as giving LICENSEE possession of the License Area during the fifteen (15) days after termination, expiration or abandonment of the License.

SECTION 8.04 COUNTY'S RIGHT TO RE-ENTER

LICENSEE agrees to yield and peaceably deliver possession of the License Area to COUNTY on the date of termination of this License, whatsoever the reason for such termination.

Upon giving written notice of termination to LICENSEE, COUNTY shall have the right to re-enter and take possession of the License Area on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination of the License and re-entry of the License Area by COUNTY shall in no way alter or diminish any obligation of LICENSEE under the License terms and shall not constitute an acceptance or surrender.

LICENSEE waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the License Area for any lawful reason or in the event COUNTY re-enters and takes possession of the License Area in a lawful manner.

ARTICLE IX- FAILURE TO COMPLY WITH PERFORMANCE/OPERATING STANDARDS

SECTION 9.01 ADMINISTRATIVE FEES

The parties agree that LICENSEE's performance of its obligations under this License is extremely important to Airport and that LICENSEE's failure to perform those activities will result in administrative and monitoring expenses to the Airport and its staff. Therefore, the parties agree that the Administrative Fees described in "Exhibit C" attached hereto and incorporated herein by reference, are reasonable estimates of such expenses and shall be imposed on LICENSEE at the sole discretion of the Airport Director or designee for any of the violations described in said Exhibit "C". The Airport Director may elect to waive an assessment of Administrative Fees for a particular violation, but no such waiver shall apply to prior or subsequent violations of the same or any other provision of this License, and any such waiver shall not be deemed to set a precedent for further waivers. The Airport's right to impose the foregoing Administrative Fees shall be in addition to and not in lieu of any and all of Airport's rights under this License, in the Airport Rules, Policies and Regulations, or at law or in equity. Airport's decision to impose an Administrative Fee on LICENSEE for one of the violations described in Exhibit C shall not preclude Airport, in the event LICENSEE subsequently commits the same or a different violation, from exercising any of such other rights of the Airport, including, without limitation, its right to terminate this License pursuant to ARTICLE VIII. The Airport shall have no obligation to LICENSEE to impose Administrative Fees or fines on or otherwise take any action against any other tenant at the Airport. During the



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term of this License, the Airport Director may reasonably adjust upward the amount of the Administrative Fees set forth in Exhibit C by providing LICENSEE three months advance written notice. Administrative Fees shall be paid within 30 days of assessment. Continued violations, or two of the same violations in any thirty (30) day period, may result in the Airport Director's ability to raise the fines.

ARTICLE X - INSURANCE AND INDEMNITY

SECTION 10.01 INSURANCE

LICENSEE agrees to carry all required insurance at LICENSEE's expense and provide to the COUNTY current Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this License have been complied with. LICENSE shall keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the COUNTY during the entire term of this License.

LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a Certificate of Insurance and necessary endorsements or, in the interim, an official binder being in the possession of Airport Director. In no cases shall assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Airport Director will only accept valid Certificates of Insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the Airport Director reinstates the License.

If LICENSEE fails to provide Airport Director with a valid Certificate of Insurance and endorsements, or binder at any time during the term of the License, COUNTY and LICENSEE agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to LICENSEE, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the License Area, and to prevent any persons, including, but not limited to, members of the general public, and LICENSEE's employees and agents, from entering the License Area until such time as Airport Director is provided with adequate evidence of insurance required herein. LICENSEE further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the COUNTY's action.

LICENSEE may occupy License Area only upon providing to COUNTY the required insurance stated herein and carry such insurance for the entire term of this License. COUNTY reserves the right to terminate this License at any time LICENSEE's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination. LICENSEE shall pay COUNTY a fee of \$300.00 for processing the reinstatement of the License. LICENSEE shall provide to COUNTY immediate notice of said insurance cancellation or termination.



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All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the COUNTY from LICENSEE under this License. It is the obligation of LICENSEE to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the License Area. Such proof of insurance must be maintained by LICENSEE through the entirety of this License and be available for inspection by a COUNTY representative at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. The COUNTY reserves the right to require current audited financial reports from LICENSEE. If LICENSEE is self-insured, LICENSEE will indemnify and defend COUNTY for any and all claims resulting or arising from LICENSEE's use of the premises, services, or other performance in accordance with the indemnity provision stated in this License.

If LICENSEE fails to maintain insurance acceptable to the COUNTY for the full term of this License, the COUNTY may terminate this License.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

If the insurance carrier does not have an A.M. Best Rating of A-VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by LICENSEE shall provide the minimum limits and coverage as set forth below:

Coverages	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers Comp/Employers Liability	Statutory/ \$1,000,000 per accident or disease



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Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees, and agents* as Additional Insureds. Blanket coverage may also be provided which will state- *As Required by Written Contract*.
- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the LICENSEE's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, employees, and agents*. Blanket coverage may also be provided which will state – *As Required by Written Agreement*.

All insurance policies required by this License shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, agents when acting within the scope of their appointment or employment.

LICENSEE shall provide thirty (30) days prior written notice of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the License, upon which the COUNTY may suspend or terminate this License.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause.

Insurance certificates should be forwarded to the COUNTY address provided in the Clause (NOTICES) below or to an address provided by Airport Director. LICENSEE has ten (10) business days to provide adequate evidence of insurance or this License may be cancelled.



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COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any of the above insurance types throughout the term of this License. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this License may be in breach without further notice to LICENSEE, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit LICENSEE's liability hereunder or to fulfill the indemnification provisions and requirements of this License, nor in any way to reduce the policy coverage and limits available from the insurer.

SECTION 10.02 INDEMNITY

LICENSEE agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the operations, services, products, or other performance by LICENSEE pursuant to this License. If judgment is entered against LICENSEE and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, LICENSEE and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Nothing stated in this License and in this indemnity obligation shall be construed as authorizing any award of attorney's fees in any action to enforce the terms of this License. The rights and obligations set forth in this paragraph shall survive the termination of this License.

ARTICLE XI - FEDERAL GRANT ASSURANCES AND REQUIREMENTS

SECTION 11.01 CIVIL RIGHTS AND NONDISCRIMINATION

- A. In all its activities within the scope of its airport program, LICENSEE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.



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If the LICENSEE transfers its obligation to another, the transferee is obligated in the same manner as the LICENSEE.

The above provision obligates the LICENSEE for the period during which the property is owned, used or possessed by the LICENSEE and the airport remains obligated to the Federal Aviation Administration.

B. During the performance of this contract, LICENSEE, for itself, its assignees, and successors in interest (hereinafter referred to as the "LICENSEE"), agrees as follows:

1. **Compliance with Regulations:** The LICENSEE (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The LICENSEE, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LICENSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the LICENSEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the LICENSEE of the LICENSEE's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The LICENSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a LICENSEE is in the exclusive possession of another who fails or refuses to furnish the information, the LICENSEE will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a LICENSEE's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:



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- a. Withholding payments to the LICENSEE under the contract until the LICENSEE complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The LICENSEE will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The LICENSEE will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the LICENSEE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the LICENSEE may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the LICENSEE may request the United States to enter into the litigation to protect the interests of the United States.
- C. LICENSEE, for itself, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- 1) In the event facilities are constructed, maintained or otherwise operated on the License Area for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, LICENSEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - 2) No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the License Area.
 - 3) In the construction of any improvements on, over or under the License Area and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin, age, or disability shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination.
 - 4) LICENSEE will use the License Area in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.



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- D. LICENSEE shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service.
- E. During the performance of this contract, LICENSEE, for itself, its assignees, and successors in interest (hereinafter referred to as the "LICENSEE") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);



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- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

F. In the event of breach of any of the above nondiscrimination covenants, the COUNTY shall have the right to terminate the License and to enter or re-enter and repossess said lands and the facilities thereon, and hold the same as if said License had never been made or issued.

SECTION 11.02 DEVELOPMENT/MAINTENANCE OF AIRPORT

The COUNTY reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of LICENSEE, and without interference or hindrance.

The COUNTY reserves the right, but shall not be obligated to LICENSEE, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard.

SECTION 11.03 LICENSE SUBORDINATE TO AGREEMENT WITH U.S.A.

This License shall be subordinate to the provisions and requirements of any existing or future agreement between COUNTY and the United States or any lawful requirement of the United States relative to the development, operation or maintenance of the Airport.

SECTION 11.04 USE TO CONFORM WITH FEDERAL AVIATION REGULATIONS

LICENSEE agrees that LICENSEE's use of the License Area, including all construction thereon, shall conform to applicable Federal Aviation Regulations.

LICENSEE agrees to comply with the applicable notification and review requirements covered in Part 77 of the Federal Aviation Regulations (as same may be amended from time to time or such other regulation replacing Part 77 as may be adopted by Federal authority) prior to the construction



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of the improvements described herein and prior to the construction of any future structure or building upon the License Area or in the event of any planned modification or alteration of any present or future building or structure situated on the License Area.

SECTION 11.05 NONEXCLUSIVE RIGHT

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct aeronautical activities or provide aeronautical services to the public as prohibited by 49 U.S.C. § 40103(e) and 47107(a)(4), as amended from time to time, and the COUNTY reserves the right to grant others the privilege and right of conducting any or all activities of an aeronautical nature.

SECTION 11.06 RESERVATION OF AVIGATION EASEMENT

COUNTY hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the License Area, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport.

SECTION 11.07 HEIGHT LIMITATION OF STRUCTURES

LICENSEE by accepting this License expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the License Area hereunder (if any) which would penetrate the imaginary surfaces as defined in Part 77 of the Federal Aviation Regulations (as same may be amended from time to time or as such regulation replacing Part 77 may be adopted by Federal authority) or such other lesser altitude as may be required by COUNTY. In the event the aforesaid covenants are breached, COUNTY reserves the right to enter upon the License Area hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of LICENSEE. LICENSEE shall be responsible for filing Form 7460 for any construction and/or height of construction equipment with the FAA, if required.

SECTION 11.08 NONINTERFERENCE WITH AIRCRAFT

LICENSEE by accepting this License agrees for itself, its successors and assigns that it will not make use of the License Area in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, COUNTY reserves the right to enter upon the License Area and hereby cause the abatement of such interference at the expense of LICENSEE.

SECTION 11.09 WAR OR NATIONAL EMERGENCY

This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation,



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regulation and taking over of Airport or the exclusive or nonexclusive use of Airport by the United States during the time of war or national emergency.

SECTION 11.10 RESERVED

SECTION 11.11 AMERICANS WITH DISABILITIES ACT

LICENSEE shall be solely and fully responsible for complying with the Americans with Disabilities Act of 1990 (“ADA”) in connection with: (a) the License Area or any portion thereof and its operations thereon, LICENSEE’s furnishings, trade fixtures and equipment; (b) removing physical barriers; (c) providing auxiliary aids and services for use of LICENSEE’s furnishings, trade fixtures and equipment, where necessary or required; and (d) modifying its policies, practices and procedures to comply with the ADA. LICENSEE shall develop a work plan to correct or avoid any violations or non-compliance with the ADA, and to address the processing of disability complaints. LICENSEE shall deliver to the COUNTY, upon the COUNTY’s request, a copy of each report and work plan. The COUNTY’s approval of or acceptance of any aspect of LICENSEE’s activities under this License shall not be deemed or construed in any way as a representation that such item, activity of practice complies with the ADA. LICENSEE agrees to indemnify, defend, and hold the COUNTY harmless from and against any and all costs incurred by the COUNTY with respect to LICENSEE failure to comply with the ADA.

SECTION 11.12 FEDERAL LAW PREEMPTION

Notwithstanding any provisions of this License, to the contrary and notwithstanding any provision of any other agreements, laws, or ordinances to the contrary, any requirement that is imposed on LICENSEE in this License or any local authorities shall not apply to LICENSEE to the extent that such requirement is or would otherwise be preempted by federal law, including but not limited to the Airline Deregulation Act (49 U.S.C. § 41713).

ARTICLE XII - MISCELLANEOUS PROVISIONS

SECTION 12.01 TIME

Time is of the essence in this License.

SECTION 12.02 LICENSE ORGANIZATION

The various headings and numbers herein, the grouping of provisions of this License into separate sections and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

SECTION 12.03 AMENDMENTS

This License sets forth all of the agreements and understandings of the Parties with regard to its subject matter and any modification must be written and properly executed by both Parties.



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SECTION 12.04 SIGNS

LICENSEE agrees not to construct, maintain or allow any sign upon the License Area except as approved by COUNTY. Unapproved signs, banners, flags, etc., may be removed by Airport Director without prior notice to LICENSEE.

SECTION 12.05 UTILITIES

The use of utilities by LICENSEE is not anticipated; but in the event use of utilities becomes necessary, LICENSEE shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the License Area.

SECTION 12.06 PERMITS AND LICENSES

LICENSEE shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the operation of the License Area as set out herein. No permit approval or consent given hereunder by COUNTY in its governmental capacity shall affect or limit LICENSEE's obligations hereunder, nor shall any approvals or consents given by COUNTY as a party to this License, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

SECTION 12.07 TAXES AND ASSESSMENTS

This License may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the License Area or upon fixtures, equipment or other property installed or constructed thereon, shall be the full responsibility of LICENSEE, and LICENSEE shall cause said taxes and assessments to be paid promptly.

SECTION 12.08 CIRCUMSTANCES WHICH EXCUSE PERFORMANCE

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Section shall excuse LICENSEE from the prompt payment of any fees or other charge required of LICENSEE except as may be expressly provided elsewhere in this License.

SECTION 12.09 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.



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SECTION 12.10 WAIVER OF RIGHTS

The failure of COUNTY or LICENSEE to insist upon strict performance of any of the terms, covenants or conditions of this License shall not be deemed a waiver of any right or remedy that COUNTY or LICENSEE may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this License. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

SECTION 12.11 RESERVATIONS TO COUNTY

The License Area is accepted as is and where is by LICENSEE subject to any and all existing easements and encumbrances. COUNTY reserves the right to install, lay, construct, maintain, repair and operate sanitary sewers, drains, stormwater sewers, pipelines, manholes and connections; water, oil and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, under and along the License Area or any part thereof; and to enter the License Area for any and all such purposes. COUNTY also reserves the right to grant franchises, easements, rights of way and permits in, over, upon, through, across, under and along any and all portions of the License Area. No right reserved by COUNTY in this Section shall be so exercised as to interfere unreasonably with LICENSEE's operations hereunder or to impair the security of any secured creditor of LICENSEE.

COUNTY agrees that rights granted to third parties by reason of this Section shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. COUNTY further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the License Area by LICENSEE, LICENSEE shall only be entitled to a reduction in the fees payable to COUNTY during the period of interference, which shall be reduced in proportion to the interference with LICENSEE's use of the License Area. LICENSEE shall not be entitled to any other form of compensation.

SECTION 12.12 AUTHORITY OF LICENSEE

If LICENSEE is a corporation, each individual executing this License on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this License on behalf of said corporation, in accordance with the by-laws of said corporation, and that this License is binding upon said corporation.

SECTION 12.13 PUBLIC RECORDS

LICENSEE understands that written information submitted to and/or obtained by COUNTY from LICENSEE related to this License and/or the License Area, either pursuant to this License or otherwise, may be open to inspection by the public pursuant to the California Records Act



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(Government Code §6250, et seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public.

SECTION 12.14 RELATIONSHIP OF PARTIES

The relationship of the Parties hereto is that of COUNTY and LICENSEE, and it is expressly understood and agreed that COUNTY does not in any way or for any purpose become a partner of LICENSEE in the conduct of LICENSEE's business or otherwise, or a joint venturer with LICENSEE; and the provisions of this License and the agreements relating to fees payable hereunder are included solely for the purpose of providing a method by which fee payments are to be measured and ascertained. This License is intended for the sole benefit of the Parties hereto and their successors, and, unless otherwise provided herein, or by law, no rights are created, or are intended to be created, for the benefit of, or enforceable by, any third parties.

SECTION 12.15 GOVERNING LAW AND VENUE

This License has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this License, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

SECTION 12.16 ATTORNEY'S FEES

In any action or proceeding to enforce or interpret any provision of this License, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

SECTION 12.17 NOTICES

All notices pursuant to this License shall be addressed to either party as set forth below and shall be sent through the United States Mail, in the State of California, duly registered or certified, return receipt requested with postage prepaid or by an overnight carrier service. If any notice is sent by an overnight carrier service, as aforesaid, the same shall be deemed to have been served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above COUNTY may also provide notices to LICENSEE by personal delivery or by regular mail postage prepaid and any such notice so given shall be deemed to have been given upon the date of personal delivery or three (3) days after the date of deposit in the United States Mail, respectively.



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TO:	COUNTY	TO:	LICENSEE
	John Wayne Airport		TURO INC.
	3160 Airway Avenue		111 Sutter Street, Ste 1200
	Costa Mesa, CA 92626		San Francisco, CA 94104

Either party hereto may from time to time, by written notice to the other in the method described above, designate a different address which shall be substituted for the one above specified.

[Signatures continue on following page]



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IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

LICENSEE: TURO INC.

DocuSigned by:
Alex Benn
By: _____
Its: President
Name: Alex Benn

DocuSigned by:
Michelle Fang
By: _____
Its: Chief Legal Officer & Corporate Secretary
Name: Michelle Fang

APPROVED AS TO FORM:

County Counsel
DocuSigned by:
Mark Sanchez
By: _____

APPROVED AS TO AUDIT AND ACCOUNTING:

Auditor-Controller
DocuSigned by:
Katherine Buranday
By: _____

RECOMMENDED FOR APPROVAL:

John Wayne Airport
DocuSigned by:
Komal Kumar
By: _____
Charlene Reynolds
Airport Director

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF THE
BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

COUNTY

COUNTY OF ORANGE

Clerk of the Board of Supervisors
Orange County, California

By: _____
Chairman, Board of Supervisors



JOHN WAYNE AIRPORT PEER-TO-PEER VEHICLE SHARING LICENSE

EXHIBIT A



LEGEND

 LICENSE AREA

NOTE

LICENSEE is prohibited from utilizing the rental car areas on Level Zero of Parking Structures A2 and B2 and valet parking area located on the rooftop of Parking Structure C.



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EXHIBIT B



LEGEND

 IN-PERSON EXCHANGE/
LICENSE AREA (LYFT/UBER/
WINGZ - LEVEL 3)

NOTE
ALL IN-PERSON EXCHANGE AREA
ENTRANCES ARE ON THE UPPER ROADWAY



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**EXHIBIT C
ADMINISTRATIVE FEES**

	Administrative Fees	Frequency of Administrative Fees	Amount of Administrative Fees
1.	Failure to maintain insurance required in Article X.	Per Day	\$500
2.	Failure to comply with any use, maintenance or operational requirements of Article V.	Per Day	\$250
3.	Failure to maintain security deposit required in Section 4.08.	Per Day	\$500
4.	Violating anti-idling guidelines Section 6.05.	Per Occurrence	\$250
5.	Parking in roadway, fire lane, or marked no parking zones and drop off or pick up of employees or vendors in roadway.	Per Occurrence	\$100
6.	Failure to resolve customer service complaints within 48 hours.	Per Occurrence	\$100
7.	Reinstatement of License for termination due to failure to maintain insurance per Section 10.01.	Per Occurrence	\$300
8.	Violation of any law, ordinance, rule or regulation.	Per Occurrence	\$500
9.	Failure to provide Financial Statements required in Section 4.06(C).	Per Day	\$250
10.	Unauthorized advertising on Airport Premises.	Per Day	\$100
11.	Unsafe driving and/or unsafe parking of vehicles.	Per Occurrence	\$500
12.	Vandalism.	Per Occurrence	\$500
13.	Parking in areas prohibited in Section 1.11	Per Occurrence	\$200
14.	Violation of section 3.02(5)	Per Occurrence	\$200
15.	Diversion of customers.	Per Customer	\$500

Administrative Fees shall be paid within thirty (30) days of their assessment. In addition to other remedies available at law or equity, continued violations, or two incidents of the same violation in any thirty (30) day period, may result in increased fees.