ADDENDUM #2
RENTAL CAR LEASE & CONCESSION AGREEMENT

The Rapid City Regional Airport Board City of Rapid City (“Board”) and Overland West dba Hertz Rent A Car (“Lessee”) entered into a Rental Car Lease and Concession Agreement commencing on February 1, 2019, and amended on April 14, 2020 (as amended, hereto for known as the “Agreement”).

WHEREAS, the Agreement contains a provision for monthly Minimum Annual Guarantee (MAG); and

WHEREAS, Addendum #1 dated April 14, 2020, provided for the waiver of three months of MAG for the time period of April, May, and June, 2020, due to the current COVID-19 pandemic; and

WHEREAS, the COVID-19 pandemic has continued to negatively impact air travel and associated concession revenues; and

WHEREAS, the Parties have agreed to waive the monthly MAG requirement for the month of July, 2020; and

WHEREAS, the Parties have agreed to review the MAG requirement on a month to month basis through December 31, 2020.

NOW THEREFORE, be it agreed by the Parties as follows:

The Agreement is amended to reflect that the monthly MAG for the period of July, 2020, shall be waived. The total amount of the July waiver is $44,756.99, for an annual MAG for Agreement Year 2020, (including $134,279.97 previously waived through Addendum #1,) of $358,055.92.

The requirement in Article 4 Section A for the monthly MAG payment to be made on or before the first of the month is hereby changed for the remainder of this calendar year to the following: The monthly MAG installment, where applicable, shall be due for each month by the 15th of the following month. The Percentage Fee of 11% of the Lessee’s Gross Revenues is not waived and shall be due and payable as per the terms of the Agreement.

The Parties agree to review the number of monthly deplanements through this calendar year until December 31, 2020, in considering the monthly MAG requirement. Following the end of each calendar month during this period, the Board, through its airport executive staff, will notify the Lessee of the total deplanements for the prior month. Should the month’s deplanements be less than 75% of the preceding year’s deplanements for the same month, the MAG will be abated for that month and no amount for the MAG will be due.

The Agreement is subordinate to the provisions of any existing or future agreements between the Airport Board and the United States of America relative to the operation and
maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Should the Federal Aviation Administration (FAA) determine that any term or provision of the Agreement or an Addendum results in, or could result in, a violation by the Airport of its obligations as an airport sponsor under grant assurances contained or incorporated in any grant agreement, existing or future, to which the Airport is a party (Sponsor’s Assurances), the Lessee and the Airport unconditionally agree to modify, amend, or, if necessary, terminate the Agreement or Addendum to remedy any such violation, or potential violation, and bring the Agreement or Addendum into strict compliance with the Airport’s obligations contained in any grant agreement to which the Airport is a party.

The Parties agree that the Agreement remains in full force and effect, except as specifically modified by this Addendum.

IN WITNESS WHEREOF, the Parties execute this Addendum this 11th day of August 2020.

RAPID CITY REGIONAL AIRPORT BOARD

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Darren Haar, Board President

ATTEST: _______________________
Shawn Gab, Board Secretary

OVERLAND WEST DBA Hertz
RENT A CAR

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Steve Jones, Vice President Rental Operations

Rapid City Regional Airport