

REQUEST FOR PROPOSALS  
FOR  
NON-EXCLUSIVE CAR RENTAL CONCESSIONAIRE  
AT THE  
PULLMAN-MOSCOW REGIONAL AIRPORT  
SCHWEITZER FIELD  
PULLMAN, WA

Bids Received & Opened  
April 22, 2024  
10:00 AM LOCAL TIME

PMRA  
PULLMAN, WASHINGTON

2024 NON-EXCLUSIVE CAR RENTAL RFP PACKET

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ADVERTISEMENT FOR PROPOSALS  
FOR  
PULLMAN-MOSCOW REGIONAL  
AIRPORT SCHWEITZER FIELD

NON-EXCLUSIVE CAR RENTAL CONCESSIONAIRE

Sealed proposals will be received by the Pullman-Moscow Regional Airport Board at the Pullman-Moscow Regional Airport Administration office, 3200 Airport Complex N. Pullman WA, 99163 until 3:00 PM, Local Time, April 10, 2024. The proposals will be considered at a later regular meeting of the Pullman-Moscow Regional Airport Board.

Proposals must be submitted on the forms and pursuant to the instructions furnished by the Airport Board and in accordance with all terms and conditions contained therein. Each proposal must be accompanied by a proposal guarantee of two thousand five hundred dollars (\$2,500.00); a bid bond in this amount is acceptable. The proposal guarantee will be held as a guarantee of good faith and terms of the proposal, if accepted.

The Airport Board reserves the right to reject any and all proposals, to waive informalities in any proposals, to hold proposals under consideration for a period of not to exceed forty-five (45) days from said date of opening of proposals, and to accept the proposals that are deemed to be in the best interest of the Pullman-Moscow Regional Airport Schweitzer Field.

Proposal instructions and submittals are available online at <http://www.flypuw.com/invitation-for-bids> or upon request from:

Mr. Anthony Bean, Executive Director  
Pullman-Moscow Regional Airport  
Schweitzer Field  
3200 Airport Complex N  
Pullman, WA 99163

Tel: (509) 338-3223  
e-mail: [tony.bean@pullman-wa.gov](mailto:tony.bean@pullman-wa.gov)

Dated: March 8, 2024.

Publication Dates: PULLMAN-MOSCOW REGIONAL AIRPORT

SCHWEITZER FIELD, Pullman, Washington

March 13th, 2024, March 17th, 2024, March 20th, 2024

**A. PURPOSE**

- i. The purpose of this "Request for Proposals" packet is to provide interested parties with information regarding the proposal and award process for the award of three (3) non-exclusive car rental concessionaires at the Pullman-Moscow Regional Airport Schweitzer Field.

**B. AIRPORT INFORMATION**

- i. The Pullman-Moscow Regional Airport Board operates the Pullman-Moscow Regional Airport Schweitzer Field, located in Pullman, WA.
- ii. The Airport is a commercial service airport, with direct round trips flights to Boise Airport and Seattle Tacoma International Airport with Alaska Airlines. In 2022 the airport enplaned 75,027 passengers and deplaned approximately 72,110 passengers on a 5 daily round trip schedule.
- iii. The airport also serves general aviation including itinerant business, a based corporate fleet, multiple university athletic charters, medical flights, and other general aviation travel.
- iv. The airport is located within 3 miles of Washington State University and 5 miles from the University of Idaho. Extensive traffic growth in the last ten years related to development in the region. A table with passenger enplanement and deplanement historical and projected numbers is in "Attachment B."
- v. The airport currently hosts two car rental agencies operating three brands, Budget/AVIS and Hertz Enterprise rental car currently operates off field. All rental car agencies are due for renewal and the Airport Board will authorize a maximum of three agencies to provide service.

**C. FACILITIES**

1. The successful concessionaires will have one ticket counter in the terminal with space offered based on the ranking of the Minimum Annual Guarantee. The Three counter spaces identified are as follows: Company A with 114 square feet, Company B with 111 square feet and Company C with 110 square feet. Terminal area lease rate for each space is \$5.00 per square foot per month plus applicable leasehold tax.
- ii. The successful concessionaires will be offered a number of ready and return parking stalls in the parking lot immediately adjacent to the Terminal based on the ranking and proration of the Minimum Annual Guarantee. 90 total ready/return stalls (total) shall be paid by CFC (Customer Facility Charge) at the rate of \$45/month/stall. The total 90 ready/return stalls and overflow space, if any, will be allocated based upon the Minimum Annual Guarantee offered from each proposer. Stalls that are not claimed may be offered to off airport concessionaires or retained by the airport. Additional stalls that are used in the general public parking areas will be billed at the current publicly charged daily parking rate plus applicable fees.
- 111.. The airport will impose a CFC to cover the costs of construction, rent, utilities as applicable, and maintenance of the terminal parking at a minimum with the additional parking area. Initial CFC will be \$2.50/rental day with a 14 day cap. There is one combined service facility currently located on the airport for additional parking, maintenance/care and, washing of rental vehicles that can be added to any lessee's contract via addendum if used and an additional amount of CFC will be charged.
- iv. The airport may also make and offer additional overflow parking and storage areas as they become available.

**D. BRANDING**

- i. Each candidate shall be required to indicate in its proposal the brand or trade name under which it will operate.
- ii. Dual branding shall be permitted under this RFP, if a candidate has a multiple brand company, the candidate will be required to select only two (2) brands for use on the airport.
- iii. The successful candidates shall be prohibited from operating at the Airport under any brand or trade name other than the brand or trade name designated on the response to this RFP.
- iv. Each candidate will ensure that a positive physical means of marking their brand's vehicles is conspicuous and known to airport staff.

**E. TERM**

- i. The term of this agreement shall be from June 1, 2024 to May 31, 2029.
- ii. The Board requires that service start no later than June 1, 2024.

**F. FEES and RENTALS**

- i. The concessions fee for operating on the airport shall be 10% of gross revenues per month.
- ii. The fee for ready/return spaces shall be \$45 per month per space plus any applicable leasehold tax. Additional spaces that may be needed outside the amount of spaces authorized shall be charged at the Airport's daily parking rate plus any administrative fees in common with the public.
- iii. The square footage fee in the terminal shall be \$5.00 per square foot per month plus applicable leasehold tax.
- iv. For the purpose of this proposal and intended operating agreement gross revenue shall mean the following:
  1. All revenues derived from or related to the rental of automobiles and associated equipment and products which originate at or are performed at the leased premises minus the following items:
    - a. Any federal, state, or municipal sales or other similar taxes separately stated and collected from customers.
    - b. Any sums received as insurance premiums.
    - c. Any proceeds received from the sale of automobiles.
    - d. Fuel charges.
    - e. Service charges.
    - f. Third party charges such as traffic tickets, parking tickets, and other governmental fines and fees, tolls, towing and impound fees.
    - g. CFC.
- v. The successful bidder will begin charging the CFC June 1, 2024. The CFC will be applied for Parking lot construction and maintenance costs plus the proration of the common areas. The use of the Rental maintenance facility will be an additional agreement for those entities that request it.

**G. MINIMUM ANNUAL GUARANTEE**

1. The Minimum Annual Guarantee shall be adjusted after the first year to the minimum concession fee amount paid to the airport by concessionaire during the first twelve (12) months following, June 1, 2024; provided, however, that concessions fee paid pursuant to F.i. above shall be credited to the Minimum Annual Guarantee amount to determine the balance owing for the Minimum Annual Guarantee, if any.
11. The Board's calendar year is January 1 to December 31.

- 111. The Minimum Annual Guarantee shall be a minimum of \$45,000 per concessionaire.
- iv. The Minimum Annual Guarantee shall increase by 1.5% every year throughout the term of the agreement.

**H. MINIMUM STANDARDS REQUIREMENT**

In order to ensure a high level of service to the traveling public, the Board will only consider proposals from candidates that meet the following standards:

- 1. The company shall maintain a nationwide computer reservation system.
- ii. The fleet should have vehicles no more than two years old and less than 40,000 miles.
- iii. The fleet will be maintained in a clean and operative condition on the inside and outside.

**I. MINIMUM SERVICE REQUIREMENTS**

- i. **Personnel** - personnel shall be neat, clean, courteous, and concessionaire shall not permit its agents or employees so engaged to solicit or conduct business in a loud, noisy, boisterous, offensive, or objectionable manner.
- 11. **Hours of Operation** - Concessionaire shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for said services. Concessionaire agrees to meet all scheduled flights at the Airport during the hours of 8 a.m. -8 p.m. and scheduled evening inbound flights needed to meet consumer demand.
- 111. **Insurance** - Successful candidates shall maintain in effect at all time during the agreement the following insurance:
  - 1. Commercial general liability insurance covering liabilities from bodily injury and property damage caused, in whole or in part, by premises and operations, products/completed operations and personnel and advertising injury and liability assumed under an insured contract with a minimum limit of \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 general aggregate.
  - 2. Lessee shall name Board as an additional insured under all policies of insurance. The insurance policies shall provide for not less than ten days written notice to Board before cancellation, non-renewal, termination, or change of coverage. Lessee shall deliver to Board a duplicate original or certificate of such insurance policy or policies
- iv. Additional service and reporting requirements are listed in the concessionaire agreement attached to this RFP packet. Candidates are strongly encouraged to review the operating agreement fully. The operating agreement is included in the RFP package as "Attachment C."
- v. ACDBE Participation is required. In accordance with the regulations of the US Department of Transportation, 49 CFR Part 23, the Board has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE). Concessionaire agrees that it will comply with any applicable provisions of the ACDBE program approved by the Federal Aviation Administration and shall comply fully with the reporting provisions herein outlined.
  - 1. Concessionaire shall not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23.
  - 2. Concessionaire shall include the provisions of this Section in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the Section in further agreements.

3. Concessionaire shall cooperate with Board and the Pullman Moscow Regional Airport's policies to ensure that contracting, subcontracting and purchasing opportunities available under this Agreement are accessible and available to all qualified business owners, including ACDBEs.
4. Attached as Exhibit "C" is a copy of the Uniform Report of ACDBE Participation for your reference.

**J. PROPOSAL GUARANTEE**

A proposal guarantee is required as a guarantee that successful candidate will execute a formal Agreement with the Board. Proposal guarantees of all unsuccessful candidates shall be returned as soon as successful candidate has been determined and the agreements has been awarded, or, in the event that all proposals are rejected, within ten (10) days after the date of rejection. The proposal guarantee will be returned to the successful candidate after execution of an agreement. Each candidate shall submit with its proposal a bid bond guarantee to the Pullman-Moscow Regional Airport Board in the amount of two thousand five hundred dollars (\$2,500).

**K. PROPOSAL EVALUATION CRITERIA/AWARD**

- i. Only three (3) candidates will be selected for the non-exclusive car rental concessionaire.
- ii. The Board will evaluate the proposals to assure candidates meet the minimum operating requirements and are fit to operate a car rental concessionaire business.
111. The candidate with the highest total Minimum Annual Guarantee that meets the requirements of this RFP will be considered the most successful candidate and allowed first pick of counter space and rental stalls with the 2nd highest receiving the second space and stalls available, and the 3<sup>rd</sup> highest receiving the third space and stalls available.
- iv. First year Minimum Annual Guarantee shall be a minimum of \$45,000 per concessionaire regardless of brands(s).

**L. PROPOSAL SUBMITTAL INFORMATION**

- i. Proposals must be submitted to the Airport Board ATTN: Mr. Anthony Bean, Executive Director at 3200 Airport Complex North, Pullman WA 99163.
11. All proposals must be received by April 10, 2024 at 3:00 pm local time.
- iii. All proposals shall be clearly marked on the outer envelope "2024 Car Rental RFP."
- iv. The following information must be included in the submittal to be considered for the proposal (current concessionaires, whether on airport or off airport, need not submit items 4 through 8):
  1. A completed and signed proposal form- "Attachment A."
  2. The name of the company and a list of the business owners, partners, directors, managers.
  3. Proposal Guarantee as identified in Section J.
  4. Past experience with operating a car rental.
  5. Financial Statements prepared or certified by a Certified Public Accountant or certified by the proposer's CFO.
  6. Listing of assets owned and/or being purchased, or leased which will be used in the operation at the airport (Pullman-Moscow Regional Airport Schweitzer Field).

7. Written authorization for the Board to conduct a credit report on persons having an interest in the business on the airport (Pullman-Moscow Regional Airport Schweitzer Field).
8. Proof of ability to obtain liability insurance coverage appropriate for the proposed activities.
9. Any additional information candidate feels is necessary.

**M. GENERAL INFORMATION**

- i. Before submitting a proposal candidates shall carefully examine the RFP and other documents, the premises and shall judge for themselves all the circumstances and conditions affecting their proposal. It is the responsibility of the candidate to notify the airport of any conflicts, errors, ambiguities, or discrepancies in the RFP.
- ii. Any candidate may withdraw his/her proposal, either personally, facsimile, or written request, at any time prior to the scheduled closing time for receipt of proposals.
- iii. All questions will be directed in writing to Mr. Anthony Bean, Executive Director at 3200 Airport Complex North, Pullman WA 99163 or [tony.bean@pullman-wa.gov](mailto:tony.bean@pullman-wa.gov)
- iv. The Airport Board reserves the right to reject any and all proposals, to waive informalities in any proposals and to hold proposals under consideration for a period not to exceed forty-five (45) days from said date of opening of bids, and to accept the bid that is deemed to be in the best interest of the Pullman-Moscow Regional Airport Schweitzer Field.
- v. All questions concerning the RFP shall be submitted by April 1, 2024. All questions submitted will be distributed to all the RFP holders with responses.
- vi. All amendments processed for this RFP will be distributed to all the RFP holders. No amendments for this RFP will be processed after April 4, 2024.
- vii. The Board cannot predict the effect that future air carrier expansions, contractions or relations will have on concession activity under any Agreement.
- viii. Any material submitted in response to this RFP may become a public document pursuant to Washington State Code. This would include material that the Proposer might consider confidential or a trade secret. Any claim of confidentiality is hereby waived upon submission of a proposal to the Board, and effective after opening.
- ix. The Board shall not be liable for any costs incurred by the candidates for the preparation or submittal of a proposal.
- x. The Board reserves the rights to request that candidate meet with the Board or a Board representative to discuss elements of any proposal. If requested, failure to present may constitute grounds for rejection of the proposer's submission, which shall be at the sole discretion of the Board.
- xi. Affiliated companies which retain separate nationwide brand identities and in all respects are separate legal entities, shall not be precluded from bidding, so long as each bidder files the required Affidavit for Non-Collusion. A single bidder (a single legal entity) which rents vehicles under two (2) separate brand identities may submit a bid and will be permitted to operate at the airport under both identities, which is sometimes referred to as "dual branding." No single bid will be accepted if it is from more than one legal entity. If an operator utilizes dual branding, it shall not be entitled to any greater rights under an awarded concession agreement, including but not limited to, any greater counter area, number of parking spaces, signage area, or number of signs in the terminal ready/return areas. The use of more than two (2) brands by a single bidder shall be prohibited. Affiliated companies will be limited to one (1) counter.



2024 NON-EXCLUSIVE CAR RENTAL RFP PACK.ET  
**ATTACHMENT "A" PROPOSAL SHEET**

PROPOSER

BRAND NAME(S)

DATE

TO: PULLMAN-MOSCOW REGIONAL AIRPORT BOARD

The undersigned, having examined the Instructions to Proposers, Rental Car Concession Agreement, and any and all related documents for the proposed non-exclusive operation of rental car concessions at the Pullman-Moscow Regional Airport and having become familiar with the proposed sites therefore and operations thereof, hereby proposes to pay monthly to the Board during the term of the Rental Car Concession Agreement, ten percent (10%) of its monthly "Gross Receipts" as defined in the Agreement with a minimum

MINIMUM ANNUAL GUARANTEE \$.....

AMOUNT IN WORDS .....

The undersigned agrees to execute the formal Rental Car Concession Agreement. Attached hereto is a bid bond in the amount of Two Thousand, Five hundred Dollars (\$2,500.00) payable without condition to Pullman-Moscow Regional Airport Board, which may be retained by the Pullman-Moscow Regional Airport Board as liquidated damages, and not as a penalty, in the event of failure of the undersigned to execute the Rental Car Concession Agreement and otherwise to comply with the RFP. The undersigned hereby acknowledges receipt of copies of the Rental Car Concessionaire Agreement, and RFP Packet for the rental car concession and that the same have been reviewed prior to the execution of this proposal by the undersigned, which has become thoroughly familiar with.

The undersigned further: acknowledges the following:

- A. The right of the Board in its sole discretion to reject any or all proposals submitted, and that an award may be made to a proposer other than one of the highest monetary proposers if all other conditions and requirements are not met;
- B. The Board reserves the right to reject any and all proposals, to waive informalities in any proposals and to hold proposals under consideration for a period not to exceed forty five (45) days from said date of opening of bids, and to accept the bid that is deemed to be in the best interest of the Pullman-Moscow Regional Airport.
- C. Counter rent, Customer Facility Charges, and Parking are separate from the Minimum Annual Guarantee and will be charged at the rates stated in the RFP with applicable leasehold tax.
- D. That the discretion of the Board in selection of the successful proposers shall be final, not subject to review or attack, and
- E. That this proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the proposer acknowledges that the Board has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the Board of any and all information sought in such inquiry or investigation.

Signature of Proposer \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**ATTACHMENT "B" - REVENUE PASSENGER BOARDINGS AND PROJECTED NUMBERS**

Year	2014	2015	2016	2017	2018	*2019
Enplanements	41,525	49,830	61,139	59,087	66,699	69,374
Deplanements	42,343	49,915	60,955	58,410	65,322	68,684

Year	2020	2021	2022
Enplanements	32,300	54,473	75,027
Deplanements	31,497	51,749	72,269

\*No Flights September 8 – October 10, 2019, airport was closed for the paving of our newly realigned runway.

Projected Numbers		
Year	2030	2040
Enplanements	145,000	197,000

**ATTACHMENT "C" - OPERATING AGREEMENT**

THIS AGREEMENT, To be effective the\_\_ day of \_\_\_\_, 2024, by and between the Pullman-Moscow Regional Airport Board, a political subdivision under the laws of the State of Washington, whose legal address is 3200 Airport Complex N. Pullman, WA 99163 hereafter "Board," and, \_\_\_\_\_ whose legal address is hereafter \_\_\_\_\_ "Lessee", WITNESSETH:

WHEREAS, Board operates the Pullman-Moscow Regional Airport Schweitzer Field

(hereafter "Airport"), and, WHEREAS, Lessee desires to operate an automobile rental service

at the Airport,

NOW, THEREFORE, in consideration of the conditions and covenants expressed herein, the parties hereto, their successors and assigns, agree as follows:

1. RENTAL. Board does hereby grant unto Lessee the privilege and right to operate an automobile rental agency at the Airport pursuant to the terms and conditions contained herein.
2. LOCATION. Board will provide to Lessee counter space in the Airport commercial terminal building, ready parking stalls at the main Terminal building. Such counter space and parking areas to be designated by the Board. Lessee agrees that it shall park its cars in the designated parking area only. The counter space shown on Exhibit "A" and parking area are shown on Exhibit "B" attached hereto and made a part hereof. It is agreed that the Board shall have the right to designate a change in the ticketing counter space or parking area at their discretion.
3. TERM.
  - 3.1. Initial Term. The term of this Agreement shall be five (5) years commencing on the effective date shown above. After the expiration of the initial term the Board may extend the Agreement on a month-to-month basis and, if so, a minimum annual guarantee thereafter shall not be applicable, but the Lessee shall pay 10% of all gross revenues with the exceptions as stated in Section 4.
  - 3.2. Termination. This Agreement shall terminate in the event of any of the following:
    - A. Lessee shall notify Board of its intent to terminate the Agreement at least 180 days prior to the intended termination date. In the event of cancellation, Lessee shall be obligated to pay all rents, commissions, and other associated charges for the 180-day notification period. All fees and charges for this period shall be based upon an average of Lessee's monthly gross receipts for a three-month period prior to the date the written cancellation notice is received, or the date actual service is terminated, whichever comes first.
    - B. Board shall notify Lessee of its intent to terminate the Agreement at least 180 days prior to the intended termination date.
    - C. An event of default, as defined by this Agreement, occurs.
    - D. In the event that this Agreement or any part thereof is later determined by any Court or by the State of Washington Attorney General to be in violation of any federal, state, or local law, ordinance of regulation.
    - E. In the event that the parties hereto should, at any time, mutually agree in writing to a termination of this Agreement.

4. RENT and CONCESSIONS. In consideration of this Agreement and the privileges herein stated, Lessee promises and agrees to pay to Board, on or before the 10th day of each month, the sum of \$5.00 per square foot per month for leased counter area in the terminal and \$45 per stall per month for ready and return car storage that is allocated to Lessee as rental. Leased space shall be subject to the Washington State Leasehold excise tax. Lessee also promises and agrees to pay to Board, on or about the 10th day of each month the sum of 10 percent of Lessee's "gross revenue", as defined below, derived from its operations at the Airport for the previous month. Board agrees that the fee collected is a mandated fee required by the Board to conduct operations on Airport Property. However, in no event shall the total annual concessions fee under this Agreement be less than the guaranteed sum of Forty-Five Thousand and no/100th Dollars (\$45,000.00). For purposes of this Agreement, the term "gross revenue" shall mean all revenues derived from or related to the rental of automobiles and associated equipment and products which originate at or are performed at the leased premises. These rents shall not include the following:
- A. Any federal, state, or municipal sales or other similar taxes separately stated and collected from customers of Lessee now or hereafter levied, imposed, or authorized;
  - B. Any sums received as insurance premiums or as insurance or otherwise from damaged automobiles or other property of Lessee or for the loss, conversion, or abandonment of such automobiles, LDW, CDW, LIS, PIA, PEC;
  - C. Any proceeds received from the sale of automobiles;
  - D. Fuel charges;
  - E. Service call charges; and
  - F. Third party charges such as traffic tickets, parking tickets, and other governmental fines and fees, tolls, towing and impound fees; and
  - G. CFC.
- 4.1. If requested for use by Concessionaire and agreed to by Airport, a Consolidated Maintenance and Wash Facility Charge will be applied. Any optional agreed upon use of Consolidated Maintenance and Wash Facility shall have a rental of \$1,500 per month that will be paid from a per rental car day Customer Facility Charge, to all users of the facility. This portion of the Customer Facility Charge will also be subject to the Washington State Leasehold excise tax.
- 4.2. Accounting. Lessee agrees to furnish the Board, on or before the 10th day of each calendar month during the entire term of this Agreement, with a report covering the gross revenue as defined above for the preceding calendar month. The report shall be certified in a manner satisfactory to Board as being a true, correct, and complete statement of all gross revenues, as defined above, from said Board for such preceding month.
- 4.3. Other Rental Location. Lessee shall be prohibited from renting vehicles from a location off the airport premises to persons who in any way negotiate any part of a rental contract at the Airport. Neither Lessee nor any affiliate of Lessee shall employ any advertising, in any medium, designed to encourage an airline traveler to the Airport to utilize the downtown or the office of Lessee or such affiliate rather than Lessee's Airport office. In the event that a downtown or other office location is used by Lessee, Lessee shall notify Board in writing of such location and furnish a general statement of rental policy at such location, together with all invoices as specified hereinabove.
- 4.4. Multiple Brands. Dual branding, offering car rentals to customers from two nationally-

recognized car rental brands, will be allowed during the term of this Agreement; however, a single concessionaire may not offer rentals from more than two nationally-recognized franchises. For Concessionaires offering dual branding, no additional rent or fee will be assessed for the carwash/maintenance facility beyond the CFC if used by the dual brand. An agency planning to use dual branding shall identify their intentions in the Bid Proposal.

- 4.5. Lessee agrees to keep accurate books, records, and accounts in a manner acceptable to the Board, and agrees that a certified public accountant, or accountant, acceptable to Board and working for both Board and Lessee at their joint expense or airport management shall have the right at all reasonable times during business hours of Lessee to inspect books, accounts, records, and receipts of all sales in and from the Airport. It is agreed that if Airport shall not be satisfied with any statement rendered by Lessee, Airport shall, within ten days of receipt of such statement, give notice in writing to Lessee of its specific dissatisfaction. Unless within ten days receipt of such notice, Lessee shall have satisfied Board as to such statement, Board shall be entitled to an audit of the books of account of Lessee to be made by accountants acceptable to Board and Lessee. The result of such audit shall be final and binding upon both parties. If the audit establishes that Lessee has provided under payment the cost of the audit shall be borne by Lessee, and Lessee shall pay any amount due to the Board, if the audit establishes over payment to airport from Lessee, Lessee will be credited on future invoices due to the Board and the cost of the audit will be borne equally by both parties.
- 4.6. Service. Lessee agrees to furnish good, prompt, and efficient service, adequate to meet all demands for automobile rental service at the Airport, on a fair and reasonable basis, and to charge prices for such services in accordance with its usual standards, on a basis similar to that charged for similar services at airports in this general area. Such services shall include the following:
  - A. Contracts shall be based on a 24-hour day;
  - B. Lessee will be required to rent vehicles through their affiliated websites carrying the affiliated brand name without a call being made to the local location for price and reservation information,
  - C. Lessee shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for said services. Lessee agrees to meet all scheduled flights at the Airport during the hours of 8 a.m.-8 p.m.
- 4.7. Automobiles. Lessee agrees to make available for rental to the public only late model automobiles (which shall mean automobiles not more than two model years old and less than 40,000 miles) which shall at all times be maintained by Lessee in good mechanical condition and in a neat, clean, and attractive condition, inside and outside.
- 4.8. Communication and Equipment. Lessee agrees to provide and pay for its own communication facilities and equipment and Lessee agrees that the facilities to be provided by Airport hereunder are for the purpose of providing automobile rental services. Lessee's communication facilities and equipment shall not, in any respect, interfere with communication equipment used by the Airport, airlines, TSA or other aviation related users. Lessee agrees to, at its own expense, resolve any interference between its communication equipment and any used by the Airport, airlines, TSA or other aviation related users.

- 4.9. Lessee's Employees. Lessee agrees that personnel of Lessee providing services hereunder shall be neat, clean, courteous, and Lessee shall not permit its agents or employees so engaged to solicit or conduct business in a loud, noisy, boisterous, offensive, or objectionable manner.
- 4.10. Solicitation and Signs. Lessee agrees that Lessee's solicitation of business at the Airport shall be confined to signs and advertising materials to be approved by Board, and answering inquiries from and at its own counter location in such building, and Board, or its authorized agent, shall be the sole judge as to whether the conduct of Lessee's representatives in the solicitation of business or conduct of said business constitutes a violation of this paragraph. Upon notice from Board, Lessee shall take all steps necessary to eliminate the condition causing said complaint. The location, size, lighting, and number of any of Lessee's signs on the Airport or in the terminal building shall be subject to Board's approval. It is anticipated that Lessee shall place one sign along the entrance to the Airport parking lot, subject to the approvals required herein. Board may with prior approval, allow Lessee to place signage required by the "Parent Company" to meet the Operational Standards of the Parent Company at the Airport either in the terminal or outside not limited to signage at entrance and directional signage. Lessee must provide a signage plan and receive approval prior to installation of any sign.
5. **BRANDING** For the purpose of this agreement Lessee's Brand(s) for operations at the Airport is .....
6. **ALTERATIONS, REPAIRS, OR ADDITIONS.** Any alterations or repairs or additions made to the leased premises shall be made only with the prior approval in writing of Board and shall be made entirely at the expense of Lessee.
7. **ASSIGNMENT.** The leased premises, or any part thereof, shall not be used, nor will Lessee permit them to be used, by any person, agency, group, or corporation other than Lessee.
8. **REASSIGNMENT.** The Board may reassign, reallocate or relocate Lessee to another location within the terminal building when necessitated by terminal expansion, relocation, additional air carrier operation, compliance with federal regulation, or changes in airport operating considerations. If Lessee does not agree to any proposed relocation, this agreement shall terminate and Lessee shall vacate the leased premises after thirty (30) days' notice from the Board. Upon termination, both parties will be released of all further obligations hereunder and neither party shall have any claim against the other except for accrued, but unpaid rent.
9. **USE.** The leased premises shall be used by Lessee for the purpose of providing automobile rental service only. Lessee shall use the Consolidated Maintenance and Car Wash Facility only for operation of its rental car business and only as permitted hereunder; Lessee shall service, and permit its agents and employees to service only Lessee's Airport rental fleet vehicles at the Consolidated Maintenance and Car Wash Facility, and shall not permit the washing, fueling, or any other servicing of personally-owned or other non-rental fleet vehicles at the Consolidated Maintenance and Car Wash Facility. Lessee shall not use the Consolidated Maintenance and Car Wash Facility for performing vehicle maintenance or repair other than washing, vacuuming, changing light bulbs and fuses, wiper blades, changing or repairing leaking or flat tires, topping off fluids and similarly quick

turn around activities in the wash facility. Lessee shall not use or suffer or permit any person to use any portion of the Airport utilized by it under this Agreement for any illegal purpose.

10. LAWS. Lessee agrees that the leased premises shall be occupied and used in accordance with the laws and ordinances of the State of Washington, City of Pullman, and the Board's Minimum Standards.
11. CONDITIONS. The leased premises are accepted as complete and in good order by Lessee in the condition in which it now is, and Lessee will not do or permit anything to be done which would deface, damage, or deteriorate the value thereof, nor increase the risk of, nor vitiate or modify the insurance policies covering the same. In general, the Board will maintain the public areas of the terminal building, utility systems herein, and heating and lighting systems, including relamping. In addition, the Board will maintain the mechanical and utility systems in the common vehicle wash and maintenance bays, assuming repairs are covered by the collections of the CFC fees from those lessees that request and are using the facility.
12. UTILITIES AND MAINTENANCE. Board will heat Lessee's leased premises within the terminal building and Lessee will have no obligation to pay for heat; and the present toilet facilities, public area janitor services, and incidental water shall be provided to Lessee at no extra cost to it in the terminal building. Water from the terminal shall not be used for car washing. Janitor services shall not include taking lessee's generated trash to the dumpster or cleaning of the leased space.
  - A. Lessee will be solely responsible to maintain its exclusive areas both inside and outside of the terminal building, and not commit waste or damage to the common vehicle maintenance area, parking areas, or any other leased or common areas. Lessee will not permit the accumulation on the demised premises of rubbish, debris, trash, waste material or anything detrimental to health or unsightly or likely to create a fire hazard, but will make prompt disposition thereof.
  - B. A schedule will be developed by Airport Administration and provided to the Lessees to outline the rotational responsibilities each month for cleaning trash, accumulated dirt and other debris from the Maintenance and Wash bay and associated parking areas if utilized. In the event that these duties are not completed, the Board may request the responsible Lessee for that particular month to complete the cleaning within 10 days, after which if not completed, the Board has the right to complete and charge the responsible Lessee for the costs of completing such cleaning duties.
13. SNOW REMOVAL. Board shall be responsible for snow removal from public parking areas and sidewalks and shall do so according to its ability and schedule. Snow removal for the Consolidated Wash / Maintenance facility and or other parking areas for overflow shall be performed by contract if necessary and paid from the CFC.
14. AIRPORT'S ACCESS. Board's employees and agents shall at all times have access to the leased premises for the purpose of examining the same and making such repairs as it deems reasonable.
15. VEHICLE RETRIEVAL. Lessee shall daily or when requested by the airport remove Lessee rental cars from the parking and place them into the ready return rental car parking lot or auxiliary parking lot located at the maintenance area.

16. AIRPORT MAINTENANCE. Board shall not be required during the term of this Agreement to make any alterations or repairs to the leased premises. Airport shall maintain those portions of the Airport under its control in reasonably good order and repair throughout the term of this Agreement.
17. DEFAULT. In order to enforce forfeiture of this Agreement for nonpayment of rent when due, no demand thereof shall be required, nor shall the acceptance of rent renew this Agreement for any time or purpose. In the event of any failure of Lessee to pay any rental due hereunder within ten days after written notice from Board that such rental is due and unpaid, or any material failure to perform any other of the term, conditions, or covenants of this Agreement to be observed or performed by Lessee, or if Lessee, or any agent of Lessee, shall materially falsify any report required to be furnished to Board pursuant to the terms of this Agreement, or if Lessee shall become bankrupt or insolvent, or file any debtor proceedings or any person shall take or have against Lessee in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes any assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Lessee shall abandon the leased premises or suffer this Agreement to be taken under any writ of execution, then in any such event, Lessee shall be in default hereunder, and Board, in addition to other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee, all without service of notice or resort to legal process without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.
18. SUSPENSION OF FEES. Lessee has the right to negotiate for the suspension of payment of concession fees for any continuous period over thirty (30) days that the Airport is not operated by the Board for the use by certified scheduled air carriers.
19. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their successors and assigns.
20. INSURANCE. Lessee shall carry and keep in force public liability and property damage insurance in the following amounts:
  - A. Commercial general liability insurance covering liabilities from bodily injury and property damage caused, in whole or in part, by premises and operations, products/completed operations and personnel and advertising injury and liability assumed under an insured contract with a minimum limit of \$ 1,000,000.00 combined single limit per occurrence and \$2,000,000.00 general aggregate.
  - B. Lessee shall name Board as an additional insured under all policies of insurance. The insurance policies shall provide for not less than ten days written notice to Board before cancellation, non-renewal, termination, or change of coverage. Lessee shall deliver to Board a duplicate original or certificate of such insurance policy or policies.
21. LAWS; PERMITS; WORKER COMPENSATION. Lessee shall comply at its own cost and expense with all applicable federal, state, or local laws, ordinances, rules, or regulations of the Board now or hereafter in force, and shall obtain and pay for all permits, approvals, licenses, and certificates



required by law, and shall pay all proper fees, Worker's Compensation, assessments, taxes, and charges levied under state, federal, or local statutes or ordinances.

22. **INDEMNIFICATION.** Lessee shall protect, indemnify, and save harmless the Board, its elected officials, employees, and agents, from and against any damage, penalty, fine, judgment, expense, or charge which may be suffered, imposed, assessed, or incurred by reason of violation, disregard, or breach of any law, ordinance, order or regulation, or by reason of any act, neglect, or omission of Lessee or of any officer, agent, or employee of Lessee. Any violation of this paragraph or any other provision of this Agreement by Lessee shall be construed as a material breach of this Agreement, authorizing the termination thereof at the election of Board unless Lessee, on notice to it in writing, takes prompt remedial measures acceptable to Board.
23. **RULES.** Lessee hereby agrees to observe and obey all rules regulations and minimum standards, promulgated from time to time by Board, governing conduct on and operations at the Airport and use of its facilities, except that Board agrees that any such rules and regulations promulgated shall not be inconsistent with any legally authorized rule or regulation of the Federal Aviation Administration that may be binding on Lessee.
24. **CONFIDENTIALITY.** Airport and its agents and employees shall use due care to treat confidentially all matters pertaining to Lessee's business, except those things which of necessity must become part of a public record, it being recognized that Board is subject to Washington state law regarding open records and open meetings. The Parties expressly acknowledge and agree that this Agreement is subject to open records and open meetings laws of the State of Washington, and that certain information disclosed pursuant to this Agreement may be subject to public disclosure, pursuant to the provisions of the Washington State Open Public Records Act, as may be amended from time to time. The parties shall severally abide by such open records and open meetings laws, and no claim shall lie with respect to any party's disclosure of information based upon a good faith belief that such disclosure was required by Washington State law.
25. **PRESENCE.** This Agreement and amounts paid hereunder relate to a lease for Lessee's presence on the Airport, and except as is otherwise specifically provided herein, no square footage of building or parking area space is hereby leased.
26. **FAA REGULATIONS.** Lessee, in the use of the Airport, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons or in any manner prohibited by Part 15 of the Federal Aviation Regulations, and Lessee further agrees to comply with any requirement made to enforce the foregoing which may be demanded of Airport by the United States Government under the Airport Board of said Part 16. Lessee further agrees to comply with all requirements of the Federal Aviation Administration that may be imposed upon the Board.
27. **LOSS OF AIRLINE.** Notwithstanding any other provision of this Agreement, in the event of a suspension of activity by commercial airlines, rent as hereinbefore provided for shall be abated proportionately on a mutually agreeable and negotiated basis.

28. **NONEXCLUSIVITY.** Lessee shall have the right and privilege of engaging in and conducting the business of an automobile rental agency on the premises of the Airport under the terms and conditions as set forth in this Agreement; provided, however, that this Agreement shall not be construed in any manner to grant Lessee, or those claiming under it, the exclusive right to use the premises or facilities of said Airport other than those premises, of any, leased exclusively to Lessee hereunder.
29. **DISPOSAL OF AUTOMOBILES.** Notwithstanding any other provision of this Agreement, Lessee shall be allowed to dispose of its own used automobiles by offering the same for sale and such sale or sales may be accomplished at the Airport provided, however, that the use of any advertising signs or the conduct of any auction or general public sale of automobiles shall be subject to the control of the Board and its permission must be obtained prior to erecting or utilizing any advertising signs or conducting any such auction or general public sale. The conditions imposed may include, but not be limited to, a prohibition on the appearance of a "sale lot." The automobiles to be sold by Lessee at the Airport shall be only those automobiles owned by it and used in its rental car business.
30. **ADDITIONAL RENTAL AGENCY.** Board agrees with Lessee that it is the Board's policy to allow additional rental car agencies to operate at the Airport provided that after the Board shall give six months' notice to Lessee, before permitting another rental car operator to begin operations at the Airport. Should another rental car operator begin operations at the Airport, Board agrees to negotiate with Lessee to determine a new guaranteed minimum. The parties acknowledge and agree that this paragraph is for the purpose of allowing Lessee and other existing automobile rental agencies sufficient time to plan and program automobile purchases and disposals so as to better serve the public. Additional car rental shall mean an addition beyond the current number of car rental agencies operating at the airport at the time the parties enter into this agreement.
31. **TAXES.** Lessee agrees to pay all lawful taxes and assessments which, during the term hereof or any extension as provided herein, may become a lien or which may be levied or charged by the state, county, Board, or other tax-levying body upon the leased premises herein or upon any taxable interest acquired by Lessee in this Agreement or any taxable possessory right which Lessee may have in or to the leased premises or the improvement thereon by reason of Lessee's occupancy thereof or otherwise to include the Washington State Leasehold tax.
32. **SECURITY - FEDERAL REGULATIONS.**
- A. Lessee recognizes the obligation for security on the leased premises as prescribed by the Federal Aviation Administration and Transportation Security Administration regulations and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles on its leased premises and the aircraft operations area.
  - B. Lessee further agrees to abide by reasonable rules and regulations adopted by the Board in carrying out the Board's obligations under the Federal Aviation Administration and Transportation Security Administration regulations and other security measures the Board deems necessary from time to time, for the proper identification of persons and vehicles entering the aircraft operations area all as the same may be added to or modified by the Federal Aviation Administration or Transportation Security Administration.

- C. Lessee shall reimburse the Board in full for any fines or penalties assessed or levied against the Board for security violations as a result of any actions or omissions on the part of Lessee, its agents, suppliers, or employees for any violation occurring at any aircraft access point under the control of Lessee or resulting in any way from the act or omission of Lessee.
33. NOTICES. All notices and other communications required herein shall be in writing, mailed by certified mail, return receipt requested, to the last known address of the other party, to be effective on the date of mailing. The address of each party, unless otherwise notified as required herein, is stated in the first paragraph of this Agreement.
34. LIABILITY. Unless the liability for damage or loss is caused by the acts or negligence of Board or its agents, Lessee shall defend and hold Airport harmless from any liability for damages to any person or property in or upon the leased premises, including the person or property of Lessee, and its employees and all persons in the leased premises at Lessee's invitation and from all damages resulting from Lessee's failure to perform the covenants of this Agreement.
35. SURRENDER. On the expiration date or upon the earlier termination hereof, Lessee shall peaceably surrender the leased premises in good order, condition, and repair, reasonable wear and tear only accepted. Lessee shall promptly surrender all keys for the leased premises to Airport upon expiration of this Agreement.
36. HOLDING OVER. In the event Lessee remains in possession of the leased premises after the expiration of this Agreement and without the execution of a new Agreement, it shall be deemed to be occupying the leased premises from month to month, subject to all the conditions, provisions, and obligations of this Agreement.
37. GENERAL.
- A. The Agreement does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Board and Lessee, the sole relationship between the parties hereto being that of Board and Lessee.
- B. The titles and headings used herein are for convenience only and do not constitute any part of this Agreement.
38. NONDISCRIMINATION

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises ("DBE") as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR § 23.5. Consequently, this Agreement is subject to 49 CFR Part 23 as applicable. The Concessionaire hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex. The Concessionaire hereby assures that it will include the preceding nondiscriminatory statements in all subleases and cause sub-lessees to similarly include clauses in further subleases.

### 39. ACDBE REQUIREMENTS

39.1 ACDBE Participation. In accordance with the regulations of the US Department of Transportation, 49 CFR Part 23, the Board has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE). Concessionaire agrees that it will comply with any applicable provisions of the ACDBE program approved by the Federal Aviation Administration and shall comply fully with the reporting provisions herein outlined.

- A. Concessionaire shall not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23.
- B. Concessionaire shall include the provisions of this Section in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the Section in further agreements.
- C. Concessionaire shall cooperate with Board in the Pullman Moscow Regional Airport's policies to ensure that contracting, subcontracting, purchasing opportunities available under this Agreement are accessible and available to all qualified business owners, including ACDBE's.

#### 39.2 ACDBE Plan and Reports.

- A. Within sixty (60) days of submittal of signed Agreement, Concessionaire shall submit an ACDBE Plan, which Plan shall be attached to this Agreement as Attachment C upon approval by the Board. Concessionaire agrees that, at a minimum, within forty five (45) days following the end of each calendar year of the term of this Agreement, it will provide a report to the Airport, in a form attached hereto as Exhibit "C" (or other form as reasonably approved by Board), describing the dollar value of vehicles and other goods and services purchased by the Concessionaire from each ACDBE described on Exhibit "C" (and each substitute ACDBE obtained pursuant to this Section for each calendar year of the term of this Agreement).
- B. If an ACDBE is terminated by the Concessionaire, then the Concessionaire must make a good faith effort, in accordance with the requirements of 49 CFR Section 3.25(e)(1)(iii) and (iv), and 49 CFR Section 26.53, to find another ACDBE to substitute for the original ACDBE to sell the same amount of vehicles and other goods and services under the contract as the ACDBE that was terminated.
- C. Concessionaire's breach of its obligations under this Section shall constitute an event of default by Concessionaire and shall entitle the Board to exercise all of its contractual and legal remedies, including termination of this Agreement.

40. REPRESENTATION OF PARTIES. The Parties each represent and warrant that they have been fully-advised with respect to their respective rights and obligations under this Agreement, and have consulted with counsel of their own choosing with respect to this Agreement, or have had the opportunity to so consult.

- 41. FURTHER ASSURANCES. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.
  
- 42. ENTIRE AGREEMENT. This Agreement contains the entire agreement between and among the Parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the Parties.
  
- 43. TIME IS OF THE ESSENCE. Time is of the essence with respect to the performance of any and all provisions of this Agreement.

IN WITNESS WHEREOF, The parties hereto execute this Agreement to be effective the day and year first above written.

LESSOR:  
Pullman-Moscow Regional Airport Board

LESSEE:  
Car Rental Company

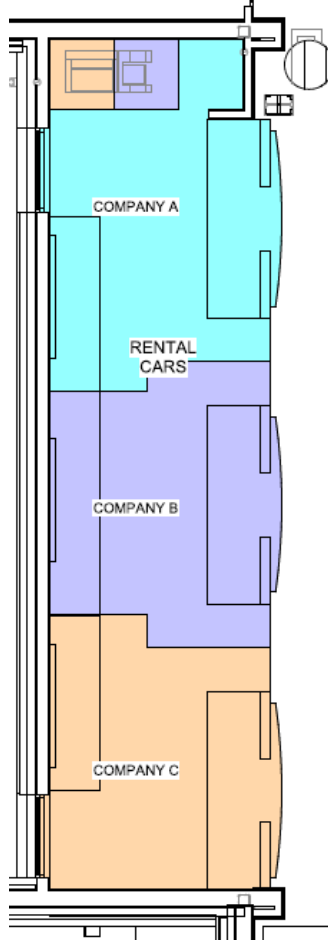
By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

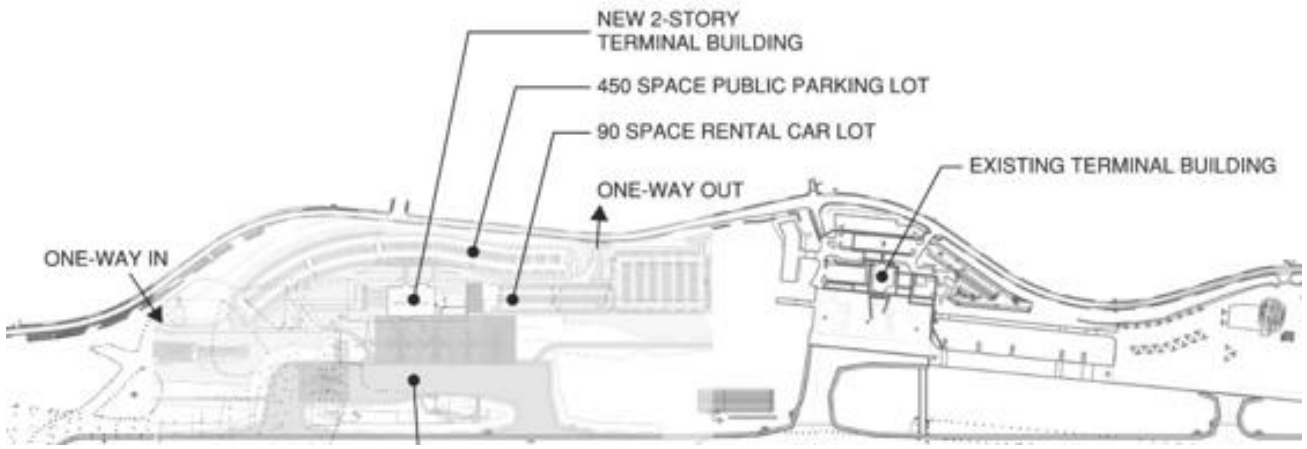
Attest: \_\_\_\_\_

**EXHIBIT "A"**  
**RENTAL CAR COUNTER SPACE**



RENTAL CAR LEASEABLE AREA	
COMPANY A	114 SF
COMPANY B	111 SF
COMPANY C	110 SF
TOTAL	336 SF

**EXHIBIT "B"**  
**RENTAL CAR PARKING AREA**



**EXHIBIT “C”**  
**ACDBE ANNUAL ATTAINMENT REPORT**  
**PULLMAN MOSCOW REGIONAL AIRPORT**  
 For Calendar Year Ending December 31, 2024

Automobile Rental Car Brands or Trade Names:	
Automobile Rental Agency Name (Operator):	

This Company/Business \_\_\_is, \_\_is not a certified DBE firm. If certified, please provide evidence of certification and the percentage of direct DBE ownership of the business.  
 \_\_\_\_\_%DBE direct-ownership of business.

Total Goods & Services Purchased or Leased  
 for Pullman Moscow Regional Airport \$  
 Operation for this Period

Dollar Value of Goods & Services Purchased or Leased from Certified ACDBE Firms for Pullman Moscow Regional Airport-operation for this Period:

ACDBENAME	AMOUNT PAID TO ACDBE VENDOR
	\$
	\$
	\$
	\$
<b>TOTAL PAYMENTS TO ACDBE VENDORS</b>	\$

Percentage of ACDBE Participation \_\_\_\_\_% ACDBE Goal \_\_\_\_\_%  
 ACDBE Goal Met: \_\_\_\_\_YES \_\_\_\_\_NO

If the ACDBE Goal was not met, please provide detailed explanation of efforts made to attract qualified ACDBE participants and reasons for the deficiency.

I certify that the above information is true and accurate to the best of my knowledge and accurately reflects our ACDBE participation and good faith efforts during the period indicated.

Printed Name: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_