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**Resolution Relating to**

**AUTHORIZATION TO EXECUTE AGREEMENT  
ADDENDUM WITH THE HERTZ CORPORATION AT  
BURLINGTON INTERNATIONAL AIRPORT**

**RESOLUTION \_\_\_\_\_**

Sponsor(s): Councilors Shannon,  
Bushor, Aubin: Bd. of Finance

Introduced: \_\_\_\_\_

Referred to: \_\_\_\_\_

Action: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by Mayor: \_\_\_\_\_

**CITY OF BURLINGTON**

In the year Two Thousand Thirteen.....

Resolved by the City Council of the City of Burlington, as follows:

WHEREAS, the City of Burlington (“City”) owns and operates the Burlington

International Airport in South Burlington, Vermont (“Airport”); and

WHEREAS, the City owns land and a building at the Airport known as 1200 Airport

Drive; and

WHEREAS, the Hertz Corporation now seeks to enter into a temporary ground

agreement for 25,500 square feet at the rental rate of approximately \$17,850 per year, with

possible annual adjustments based on Airport operating expenses, effective January 1, 2014, as a

month to month agreement with a termination requirement of 30 days’ notice (“Agreement”);

and

WHEREAS, the Director of Aviation has determined that the Agreement be in the best

interest of the City and Airport, and in the interest of public airport purposes; and

WHEREAS, the Board of Airport Commissioners at their meeting on November 20,

2013, approved the Agreement; and

WHEREAS, the Board of Finance, at its meeting on November 25, 2013, approved the

Agreement, to be in substantial conformance with the draft document attached hereto,

NOW THEREFORE BE IT RESOLVED THAT the Director of Aviation is hereby

authorized to execute the Agreement on behalf of the City, subject to prior review by the Chief

Administrative Officer and the City’s Attorney, as necessary.

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**Resolution Relating to  
AUTHORIZATION TO EXECUTE AGREEMENT  
ADDENDUM WITH THE HERTZ CORPORATION AT  
BURLINGTON INTERNATIONAL AIRPORT**

NAME/PURPOSE OF CONTRACTS:	Hertz Temporary Ground Use Agreement/ Addendum
ADMINISTRATING DEPARTMENT:	Airport
CONTRACT AMOUNTS:	Per Agreement
CONTRACT TERM:	Effective January 1, 2014
DESIGNATION OF FUNDS:	
FISCAL YEAR:	2014
ACCOUNT NAME:	Terminal Non-Airline
ACCOUNT NUMBER:	35002.44081

200020-78 Resolution – Hertz Temporary Ground Use Agreement

**TEMPORARY GROUND LEASE;  
ADDENDUM TO CONCESSION AGREEMENT**

THIS STANDARD TEMPORARY GROUND LEASE effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Burlington, Vermont, a duly and lawfully constituted municipal corporation, acting by and through the Burlington Airport Commission (hereinafter called "LESSOR"), and The Hertz Corporation, a corporation authorized to do business in the State of Vermont (hereinafter called "LESSEE").

WHEREAS, LESSOR, owns and operates an airport known as the Burlington International Airport located at 1200 Airport Drive #1 in the city of South Burlington, Vermont, which Airport and any additions or improvements thereto or changes therein which the City hereafter makes or authorizes are hereinafter collectively called the "Airport"; and

WHEREAS, on \_\_\_\_\_, LESSEE and LESSOR entered into a "Concession Agreement for Car Rental Concession, Burlington International Airport" which controls their relationship as to LESSEE'S car rental operations at the Airport ("Concession Agreement"); and

WHEREAS, LESSOR wishes to enter into a lease for a certain portion of land and improvements it owns, in the interest of furthering and carrying on its purpose in the operation of the Airport and in the public interest and the interest of public airport purposes; and

WHEREAS, LESSEE in support of their operations on the Airport desires to temporarily lease and use a portion of the Airport premises as hereinafter described, together with certain rights and privileges in connection therewith for temporary overflow parking of rental vehicles;

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants and promises herein contained, the parties hereby covenant and agree to the following, as an addendum to their Concession Agreement:

1. PREMISES.

LESSOR hereby leases to LESSEE for its exclusive use, and LESSEE hereby hires and takes from LESSOR, an additional portion of the so-called Overflow Parking Lot on Airport Drive Extension consisting of approximately twenty five thousand five hundred (25,500) square feet, as shown on the sketch attached hereto and marked Exhibit "A" (hereinafter "Leased Premises").

2. TERM.

With regard to the PREMISES herein described, the term of this Agreement shall commence on January 1, 2014 and shall continue on a month-to-month basis until termination by either party for any or no reason. Termination requires 30 days advance written notice.

3. RENTAL.

With regard to the PREMISES herein described, for and during the term hereof, LESSEE shall pay LESSOR the following monthly rental for the use and occupancy of the Leased Premises, in equal monthly installments in advance, on or before the fifth business day of each calendar month of the term at the office of the Director of Aviation, Burlington International Airport, 1200 Airport Drive, #1, South Burlington, Vermont 05403. \$0.70 per square foot for the Leased Premises comprising the space within the Overflow Parking Lot consisting of Twenty Five thousand and Five hundred (25,500) square feet equating to a monthly cost of \$1,487.50.

If the term of this agreement/addendum shall begin or end on any day of the month other than the first (1<sup>st</sup>) day, the rent for the month in which this lease shall commence or terminate shall be pro-rated on a per-diem basis.

Any rental amount payable which shall not have been paid when due shall bear interest at the rate of one and a half (1 1/2%) per month, which interest shall be paid by Lessee in addition to such amount.

4. USE OF PREMISES.

The Leased Premises shall be used solely as an overflow parking for rental vehicles.

5. CONCESSION AGREEMENT'S TERMS.

Except as to the specific terms of this addendum document with regard to Premises, Term, Rental and Use of Premises, all terms and conditions of the Concession Agreement control the parties' relationship, including but not limited to that document's ARTICLE VI, INDEMNIFICATION AND INSURANCE; and ARTICLE XVII, LIVABLE WAGE. In addition, LESSEE shall, prior to January 1, 2014, secure insurance coverage for the PREMISES described in this addendum document, that comports entirely with the Concession Agreement's ARTICLE VI. Further, LESSEE hereby agrees with regard to the Premises, Term Rental and Use of Premises set forth in this addendum document, to indemnify, hold harmless and defend LESSOR, its agents, elected officials, employees, representatives, guests and invitees from any and all claims or actions of any type for injury or damages of any sort (including death) resulting from any release,

spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migration of any Hazardous Material (as defined by 42 U.S.C. 6901, et seq. as amended/superseded) and/or state law; and/or Hazardous Substance (as defined in CERCLA as amended/superseded) and/or state law, by LESSEE and/or LESSEE'S agents, employees, subcontractors, guests, invitees, representatives and/or affiliates of any kind.

IN WITNESS WHEREOF, this Amended Agreement has been entered into as of the date first above written.

ATTEST:

CITY OF BURLINGTON

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Gene Richards, Director of Aviation

ATTEST:

CONTRACTOR

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_