

**SAN ANTONIO INTERNATIONAL AIRPORT
LEASE AMENDMENT NO. 3**

THIS LEASE AMENDMENT is made in multiple originals and entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter “City” or “Lessor”) acting by and through its City Manager, pursuant to Ordinance No. _____ adopted on _____, _____ and The Hertz Corporation., a Delaware corporation (hereinafter “Lessee”) acting by and through its duly authorized officer.

WHEREAS, City and Lessee entered into a San Antonio International Airport Lease dated July 6, 2010, as authorized by Ordinance Number 2010-06-17-0543; (“Lease”) and

WHEREAS, the Lease expires upon completion of ongoing repairs to the Consolidated Rental Car Facility (CONRAC) at San Antonio International Airport; and

WHEREAS, Those ongoing repairs have been completed; NOW THEREFORE,

In consideration of the terms covenant, agreements and demises herein contained and for other good and valuable consideration, each to the other given, the receipt and sufficiency of which is hereby mutually acknowledged, City and Lessee agree to amend the Lease as follows:

1. Term. The term of the Lease is hereby extended for a period of one year, commencing upon the date of final execution of this Amendment, and expiring at midnight, one year from that date.

At the sole discretion of the Director, the Lease may be extended for one (1) additional one-year term. This option may be exercised without further City Council action.

Lessee and Lessor shall each have the right to terminate this Agreement at any time upon no less than 90 days’ advance written notice to the other party.

2. Rent. The following table shall replace the rental provisions contained in Section 2.1.

Premises	Area Square Footage	Annual Rate Per Square Foot	Monthly Rental	Annual Rental
Building #1170	7,907	\$0.4600	\$ 3,637.22	\$ 43,646.64
Ground Space	310,179	\$0.0483	\$14,981.65	\$179,779.75
TOTAL			\$18,618.87	\$223,426.39

Should the option to extend the Lease for an additional year be exercised, a 15% rate increase shall apply.

3. Performance Guarantee. The amount of Performance Guarantee listed in Section VII is increased to ONE HUNDRED ELEVEN THOUSAND, SEVEN HUNDRED SEVENTY FIVE AND 02/100 US DOLLARS (\$111,775.02).

4. The following is added to Section 5—Construction by Lessee.

“Section 5.8—Upon expiration of the Lease, or upon Lessee’s vacating of the Premises, Lessee shall be responsible for demolishing all buildings and canopies located within the Leasehold, at its sole expense.”

5. The following is added to Section 6—Insurance.

“Section 6.11-- The City of San Antonio Aviation Department, Properties and Concessions Division, utilizes an insurance certificate tracking firm to verify all insurance forms required from lessees, contractors and subcontractors associated with any lease or contract. The Division’s current provider is myCOI. Upon lessee’s or contractor’s receipt of this executed lease or contract, an email will be sent to you asking you to register online with myCOI. Please make sure the following address is added to your “safe sender” list to ensure you receive this email communication (registration@mycoitracking.com). It is critical that you provide the Division with your accurate email address. Part of the registration process includes providing contact information for your insurance agent(s). You will also need this information available to you at the time of registration. Once you have registered and entered the email address for your insurance agent(s), an email will be sent to the insurance agent(s) requesting them to upload your Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the Aviation Department, Properties and Concessions Division. Your agreement will not be in compliance, nor will you be allowed to occupy, operate nor begin construction until registration is completed and a compliant COI and all required endorsements are received from your agent(s).

6. This Amendment sets forth the entire agreement between the parties. Except as amended herein, all of the terms and provisions of the Agreement between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Agreement and this Amendment, the later provision shall govern and control.

IN WITNESS WHEREOF, the City and Lessee have executed this Amendment as of the date below indicated.

THE HERTZ CORPORATION

CITY OF SAN ANTONIO

By:  _____

By: _____
Erik J. Walsh, City Manager

Stephen A. Blum

Print Name

Date: _____

Senior Vice President,
Its: Real Estate and Facilities

APPROVED:

Date: July 24, 2019

City Attorney