



# PERMIT

2850 Airport Road  
La Crosse, WI 54603  
(608) 789-7464

## OFF-AIRPORT RENTAL CAR OPERATOR PERMIT

### A) THIS SECTION TO BE COMPLETED BY APPLICANT IN INK

Company's Legal Name		
Current Mailing Address		
City	State	Zip
Daytime Phone	E-Mail Address	
Name of Rental Car Brands Operated		
Description of Proposed Operation		
Reason For Application?	<input type="checkbox"/> New Permit <input type="checkbox"/> Renewal Permit: Original Permit Number _____	
Insurance Provider	Insurance Limits	

### B) PERMIT ASSURANCES

As a permitted Off-Airport Rental Car Operator at the La Crosse Regional Airport, the Company agrees to indemnify and save harmless and assume the defense of the City of La Crosse (City), its agents, employees, and officials, from and against any and all liabilities, damages, expenses, causes of action, suits, claims or judgments; and to pay all attorneys' fees, court costs, and other costs incurred in defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its agents, employees or officials by reason of or on account of damages to the property of, injury to, or death of, any person arising from the company's off-airport rental car operator activity at the La Crosse Regional Airport, including acts of omission on my part.

The Company further assures that it will maintain at all times adequate public liability and property damage insurance in sufficient amounts as hereinafter promulgated by the State of Wisconsin to protect the company's off-airport rental car operation and the City from legal liabilities resulting from this activity. Such amounts shall be no less than \$5,000,000 per occurrence of Automobile Insurance and \$5,000,000 of Commercial General Liability Insurance. The Company will provide the City of La Crosse a certificate of insurance listing the City of La Crosse as additionally insured without demand and prior to commencing activities under this permit. During the course of conducting off-airport rental car activities as stipulated by this permit, the Company will ensure that all federal, state, and local statutes, rules, and regulations shall be complied with at all times.

The Company further assures that it has reviewed and agrees to abide by the Airport's Off-Airport Privilege Fee requirements.

The La Crosse Airport establishes, effective beginning on August 1, 2013, an Off -Airport Privilege Fee of ten-percent (10%) of Providers gross revenue, as defined below, for all revenue related to customers picked up at the La Crosse Airport.

The term "gross revenues" is defined as all fees and charges to customers for the rental of motor vehicles and all other activities and services performed in connection with its rental car business for passengers at the La Crosse Airport including business conducted at the Fixed Base Operator (FBO) or within a three (3) mile radius of the Airport (including but not limited to reservations made through travel agencies and reservations made by telephone, on-line reservations, facsimile, telegraph and other means of communications, and including but not limited to all base, time and mileage fees and charges from customers picked up at the Airports, plus all premiums and other fees and charges (regardless of how they may be denominated) for personal accident insurance coverage, personal effects insurance coverage, personal effects protection insurance coverage, liability insurance supplement, additional liability insurance coverage, and all other types and kinds of insurance coverage's and policies (regardless of how they are denominated, regardless of the parties covered, and regardless of the risks insured against), plus all sums for insurance waivers, collision damage waivers, and loss damage waivers, whether cash or credit, and whether collected or uncollected, plus all sums or other fees and charges provider receives, or is entitled to receive, for refueling motor vehicles rented to customers, plus all sums or other fees and charges Provider receives, or is entitled to receive, for the rental of any optional equipment such as cell phones, GPS devices, luggage or ski racks and infant seats plus all sums or other fees and charges provider receives, or is entitled to receive, for additional drivers.

Provided, however, that gross revenues shall not include (a) federal, state or municipal sales tax separately stated and collected from customers by the Provider, whether now or hereinafter levied or imposed separately stated on the rental agreement and collected from customers of Provider; or (b) any sums collected as Customer Facility Charges (CFC);

Gross Revenues shall be deemed received at the time the Lease or service transaction occurs, giving rise to Provider's right to collect said monies, regardless of whether said transaction was conducted in person, by telephone or by mail, whether the transaction was for cash or credit, and if for credit, regardless of whether the Provider ultimately collects the monies owed for said transaction from the customer involved. Gross Revenues are amounts which Provider receives or is entitled to receive, either initially or by amendment, whichever is greater.

For purposes of Gross Revenue determination, revenue shall be deemed to have been related to customers picked up at the Airport if the customer arrived at either Airport within a twenty- four (24) hour period immediately preceding the rental, even though the customer arrived at the providers location on their own or the motor vehicle is dropped off by the customer elsewhere.

That on or before the 20th day of each month provider shall provide to the La Crosse Airport the privilege fee for the previous month's revenue. Said payment shall be made to the Airport Administrator's office. At the same time Provider makes such payment, it shall provide the La Crosse Airport with a statement showing the amount of gross revenue related to passengers picked up at the Airport. If any fee is not paid within the calendar month of the due date, provider shall pay a late charge equal to one and one-half (1 1/2 %) per month of the unpaid balance, accruing from the due date until paid.

It is agreed and understood that any violation of the standards of this permit may result in its revocation and the City of La Crosse reserves the right to terminate this permit at any time for any reason.

Name of Person Authorized to Apply for Permit (Print)	Signature of Person Authorized to Apply for Permit	Date
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**C) PERMIT VALIDITY**

Issued permits are valid for a period of 12 calendar months from the date of issuance. Permit holder is responsible to submitting a renewal application within 1 calendar month prior to the permit expiration. Non-renewed permits shall be voided and all privileges provided there under shall immediately cease.

**D) THIS SECTION TO BE COMPLETED BY AIRPORT PERSONNEL**

Application Process Completed			Date
Applicants information completed and correct to best of knowledge			
Signatures completed			
Application fee paid and payment submitted to airport administration office:	<input type="checkbox"/> New permit \$100.00 <input type="checkbox"/> Renewal permit \$50.00		
Amount \$ _____			
<input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Bill Account _____			
Insurance certificate provided: Certificate Number _____			
Permit Issued	<input type="checkbox"/> Yes By _____ <input type="checkbox"/> No By _____		

PROVIDE A COPY OF THE COMPLETED PERMIT INCLUDING PERMIT NUMBER TO APPLICANT AS CERTIFICATION OF PERMIT ISSUANCE

Permit Number			
Permit Valid From		Permit Valid To	
Permit Terminated On		Permit Terminated By	