



**GROUND TRANSPORTATION OPERATION
AND LEASE AGREEMENT**

NON-EXCLUSIVE GROUND TRANSPORTATION AGREEMENT

at

La Crosse Regional Airport
La Crosse, Wisconsin

between

La Crosse Regional Airport
City of La Crosse, Wisconsin

and

The Landline Company
A Delaware Corporation

**GROUND TRANSPORTATION OPERATION
La Crosse Regional Airport
La Crosse, Wisconsin**

THIS AGREEMENT (“**Agreement**”), made and entered into this 1st day of December, 2022, by and between the City of La Crosse (the "**City**"), a municipal corporation and existing under the laws of the State of Wisconsin, whose address is 400 La Crosse St., La Crosse, Wisconsin 54601, hereinafter referred to as "City" and The Landline Company, operating as Landline, (hereinafter referred to as "**Lessee**"), a Delaware Corporation, with its office and address being 113 South College Avenue, Fort Collins, Colorado, 80524.

WITNESSETH:

WHEREAS, City controls, owns, operates, and maintains an airport in the City of La Crosse, County of La Crosse, State of Wisconsin, known as La Crosse Regional Airport (hereinafter referred to as "Airport"), and has the power to grant rights and privileges with respect thereto; and,

WHEREAS, City has established the La Crosse Aviation Board (Hereinafter referred to as "Board") that has the ability to enter into contracts within the parameters of the La Crosse Municipal Code, with this agreement meeting said parameters; and,

WHEREAS, the Board has determined it to be in the best interests of the public and the City to enter into this Agreement with Lessee to provide ground transportation services and use of associated facilities at the Airport pursuant and subject to the terms and conditions hereunder,

NOW, THEREFORE, THE PARTIES AGREE:

DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement:

1. "ACDBE" shall mean airport concession disadvantaged business enterprise as that term is defined by 49 CFR Part 23.
2. "Airport Director" shall mean the Airport Director of the City's Airport, or his or her designee.
3. "Aviation Board" shall mean the Board responsible for overseeing Airport operations.
4. "City" shall mean the public body corporation existing under the laws of the State of Wisconsin which controls, operates, and maintains the La Crosse Regional Airport. The Aviation Board is authorized as agent for City within this Agreement.
5. "Environmental Law" shall mean any federal, state or local law, rule, regulation, order or requirement relating to protection of human health and safety or the environment.
6. "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a

present or potential hazard to human health or safety or to the environment, and includes any material or substance identified, listed, or defined as a "hazardous waste", "hazardous substance", "pollutant", "contaminant" or term of similar import, or is otherwise regulated pursuant to Environmental Laws, including any asbestos and asbestos-containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

7. "Leasehold Improvements" shall mean all improvements and equipment which are affixed to the Leased Premises and which cannot be removed without material damage to the Premises.
8. "Operations Year" shall mean the twelve (12) months beginning on the Commencement Date of this Agreement and ending on the last day of the twelfth month thereafter. The start of the next Operations Year shall be the anniversary date of this Agreement.
9. "Personal Property" shall mean all movable property of the Lessee not directly related to the privileges granted hereunder, including, office furniture, office equipment, and office supplies.
10. "Refurbish" or "Refurbishment" shall mean the routine repainting or redecoration of public areas within the Leased Premises, as necessary, including the replacement or repair of worn carpet, tile, furniture, or furnishings.
11. "Terminal Building" shall mean the terminal building at the Airport.
12. "Trade Fixtures" shall mean all non-affixed items, except expendables and Personal Property, which can be removed without damage from the Leased Premises, including cash registers, safes, patron tables and chairs, display fixtures, and the like.
13. "Transaction" shall mean the execution of an agreement or contract for the transportation of any individual and said individuals' personal effects from the La Crosse Regional Airport to the Minneapolis/St. Paul International Airport for continued travel on Sun Country Airlines.

SECTION 1 – LEASED PREMISES

- A. City and Lessee hereby agree that no Leased Premises or exclusive use space is granted to Lessee and all portions of the Airport are used in common with others, subject to all local, state, and Federal requirements now or in the future existing.

SECTION 2 - TERM

- A. The term of this Agreement is for a one (1) year period commencing on December 1, 2022 ("Commencement Date") and terminating on November 30, 2023 ("Expiration Date") unless sooner terminated or canceled as hereinafter provided.
- B. This Agreement may be extended by mutual written agreement for one additional period of twelve (12) months. Such extension must be requested by Lessee in writing no closer than 90 days prior to the Expiration Date of the initial term. City shall respond with its concurrence no closer than 60 days prior to the Expiration Date of such term, as the case may be. The Expiration Date shall be the last day of the twelve (12) month period.

- C. Upon reaching the expiration date, this Agreement shall convert to a month-to-month term, subject to all the provisions herein, until the Termination Date or a renewal Agreement is entered into. Such month-to-month term shall be treated as holding over, under Section 23.

SECTION 3 - USES, PRIVILEGES, COBRANDING AND OBLIGATIONS

Lessee shall have the following uses, privileges, and obligations in connection with its use of the Leased Premises:

- A. The non-exclusive right, privilege, and obligation to conduct and operate a ground transportation operation at the Airport including all necessary and ancillary services customarily associated such operations at public airports within the United States of America or airport of similar size and capacity. Co-Branding by Lessee is limited to Lessee's partnership with Sun Country Airlines.
- B. The right, privilege, and obligation to pick-up passengers at Airport for transportation to or from Minneapolis/St. Paul International Airport for continued transportation on Sun Country Airlines to a final destination. No ground transportation service is authorized or allowed from Airport to Minneapolis/St. Paul International Airport or the Twin Cities Metropolitan Area as a final destination or with any other parties not specified within this section. Any other ground transportation operations are strictly prohibited under the terms of this Agreement.
- C. The right to advertise Lessee's ground transportation services, and those services offered by its cobranding partner, as it sees fit. However, use of the name, image, logos, and likeness of the Airport, shall require the approval of the Airport Director. Further, Lessee shall not advertise any direct route or service otherwise offered at the Airport.
- D. The non-exclusive right and privilege to wash vehicles of Lessee under the provisions of this Agreement in the City's automated car wash at the Corporate Rate. Actual use and privileges are outside the scope of this Agreement and shall be administered under separate arrangements.
- E. The non-exclusive right and privilege to purchase fuel from Airport's motor vehicle fueling system. Such use of the Airport's motor vehicle fueling system is outside the scope of this Agreement and subject to separate arrangements.
- F. The right of ingress and egress to and from the Leased Premises, over Airport roadways, are subject to such reasonable rules and regulations as may be established by Airport as respecting such use and subject to law.
- G. Lessee shall install no signs on or about the Leased Premises or Terminal Building without the prior written approval of the Airport Director, said approval being solely discretionary with the Airport Director. No temporary signs or displays shall be permitted the prior written approval of the Airport Director.
- H. The right for Lessee's employees, in common with other employees of tenants of the Terminal Building, to use vehicular parking space provided by City, subject to the payment of reasonable charges therefore, as set by the Aviation Board.

SECTION 4 - RESTRICTIONS ON USES AND PRIVILEGES

The Premises shall be used only for the purposes specified in this Agreement. Lessee understands and agrees that City has the right to negotiate, entertain, and enter into similar agreements with other parties. Such additional agreements shall not be on terms more favorable than the terms outlined within this Agreement.

SECTION 5 - PRIVILEGE FEE, RENTS, FEES AND ACCOUNTING RECORDS

Subsection 5.1 Privilege Fee, Rent and Fees.

- A. **Privilege Fee – Boarded Passenger:** As consideration for the privilege of operating the ground transportation operation hereunder, Lessee shall pay to City each month, a fee per boarded La Crosse passenger for the preceding month. Such fee is outlined in Subsection 5.1, A, (1), below. Passenger shall be defined as an individual, and that individual's personal belongings, who ride on Lessee's ground transportation vehicle and do not perform any function in support of the business operation of Lessee. Reports of boarded passengers are due to City by the 10th day of the succeeding month and payment for those boarded passengers are due by the first day of the month following the report submittal. Example; January's boarded passenger report is submitted by February 10th, and payment is due by March 1st. Such fee shall be:
1. \$4.50 per boarded passenger for the duration of this agreement.
- B. **Use Fee – Vehicle Departure:** As consideration for the privilege and use of airport infrastructure and facilities, Lessee shall pay to City each month, a fee for each departing vehicle utilizing the Airport code through the applicable booking system then in use. Such fee is outlined in Subsection 5.1. B (1) and (2), below. Departing vehicles shall be defined as any Lessee owned vehicle departing from Airport with revenue generating passengers onboard. Reports of vehicle departures are due to City by the 10th day of the succeeding month and payment for those departing vehicles are due by the first day of the month following the report submittal. Example: January's departing vehicles report is submitted by February 10th, and payment is due by March 1st. Said report may be combined or aggregated with the required report contained in Subsection 5.1.A.
1. Vehicles containing 0-15 passengers: \$5.00
 2. Vehicles containing 16-40 passengers: \$15.00
- C. Any and all payments are due to the City on the first of the month by Lessee and shall be remitted to the following address:
- La Crosse Regional Airport
Attn: Airport Director
2850 Airport Road
La Crosse, WI 54603
- D. **Proration:** No proration is implied or intended for any portion of rent or fees due to City by Lessee.

Subsection 5.2 Statements, Books, and Records; Delinquent Rentals.

- A. Lessee shall maintain, in accordance with accepted accounting practices, during the term of this Agreement and for seven (7) years thereafter, all records, documents and books of account recording all transactions of all business conducted at the Airport. Such records, documents, and books shall be held accessible to the City and its representatives at any time upon reasonable demand.
- B. Delinquent Rentals and Fees. Without waiving any other right or action available to City in the event of default in the payment of charges or fees payable to City, pursuant to this Agreement, Lessee shall pay to City a late payment fee of Fifty Dollars (\$50.00) per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such payment was due and payable until paid.

Subsection 5.3 Audit.

City reserves the right to audit Lessee's books and records pertaining to Lessee's operation, at its own expense, at any time for the purpose of verifying the Privilege Fee and Use Fee hereunder for any period three (3) years prior to such audit. If, however, as a result of such audit, it is established that Lessee has understated the Gross Receipts received from all operations at the Leased Premises by two percent (2%) or more, the entire expense of said audit shall be borne by Lessee. Any additional Privilege Fee due shall forthwith be paid by Lessee to City with interest thereon at one and one-half percent (1.5%) per month from the date such additional Privilege Fee became due.

SECTION 6 - INITIAL MINIMUM INVESTMENT

No initial minimum investment is required during the initial term of this agreement.

SECTION 7 - INSTALLATION OF IMPROVEMENTS AND DESIGN, FURNISHING, AND EQUIPPING OF PREMISES

Subsection 7.1 Building Services

- A. City Improvements and Services. City shall initially insure and provide occupancy of the Leased Premises to Lessee with said Leased Premises meeting all federal, state and local code requirements for storage of Lessee's inventory items. City shall provide and maintain, water, sewer, general lighting, electrical power, and heating and air-conditioning for the Terminal Building. Heating and air conditioning and electrical service are provided to the Leased Premises only. If Lessee requires additional lighting, electrical power, water, telephone outlets, or adjustments to the air-conditioning system, such additional improvements or services shall be subject to the prior written approval of Airport Director, and any such approved improvements or services shall be made at Lessee's expense.

- B. Lessee's Right to Additional Services. Lessee shall have the right, at its own expense, to request and receive telephone services or communication systems, provided that any such services or systems shall require the written approval of Airport Director before installation.

Subsection 7.2 Approval of Plans and Specifications; Provision of Drawings.

- A. General: No improvements, construction, or rights to improvements or construction are provided for in this Agreement. Such needs shall require negotiation of a new agreement.

SECTION 8 - TITLE TO IMPROVEMENTS, STRUCTURAL ALTERATIONS, ETC.

No permanent improvements are to be made as part of this Agreement. Should any temporary improvements be made by Lessee as part of this Agreement, such improvements shall be made at the sole discretion of the Airport Director. Title to such improvements shall remain with the Lessee and shall be removed no later than the Termination Date of this Agreement.

SECTION 9 - MAINTENANCE OF PREMISES

Subsection 9.1 Airport Maintenance Obligations.

- A. General Maintenance and Operation. City agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the Airport, including the Terminal Building and all appurtenances, facilities, and services now or hereafter connected therewith.
- B. Structural Maintenance. City shall provide, or cause to be provided, structural maintenance of the Terminal Building and shall provide, or cause to be provided, the washing of all windows (on the outside of the Terminal Building only) in the Leased Premises at periodic intervals.
- C. Maintain Access. City shall, throughout the term of this Agreement, maintain all airport-owned roads on the Airport giving access to the Terminal Building in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Terminal Building over said road at all times. City reserves the right to reasonably restrict access to the Terminal Building area for automobile deliveries during peak activity periods.

Subsection 9.2 Lessee's Maintenance Obligations.

- A. Lessee's General Obligations. Except for maintenance of the Terminal Building, as provided in Subsection 9.1, Lessee shall be obligated, without cost to City, to maintain the Leased Premises and every part thereof in good appearance, repair, and safe condition. Lessee shall maintain and repair all Leasehold Improvements on the Leased Premises and all furnishings, fixtures, and equipment therein, whether installed by Lessee or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. All such maintenance and repairs shall be at least of quality equal to the original

in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Airport Director. Lessee shall be obligated, without cost to City, to provide custodial service to Leased Premises.

- B. Hazardous Conditions. Upon discovery, Lessee shall immediately give oral notice to City of any hazardous or potentially hazardous conditions in the Leased Premises or in the Terminal Building. Any hazardous or potentially hazardous condition in the Leased Premises shall be corrected immediately upon receipt of oral notice from the Airport Director. At the direction of the Airport Director, Lessee shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.
- C. Trash and Refuse. City shall provide, at no cost to Lessee, a container for the adequate sanitary handling of all trash and other refuse caused as a result Lessee's operation on the Airport. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Lessee shall keep any areas used for trash and garbage storage prior to removal from Airport in a reasonably clean and orderly condition so as not to unduly attract rodents, pests, or birds, or create an offensive odor. Lessee agrees to not place bags, or collections of refuse, in Terminal Building refuse receptacles but rather deposit them in the refuse dumpster designated for such use.
- D. Transporting Trash and Refuse. In transporting trash and refuse during Lessee's operation, Lessee shall ensure that trash is not strewn around while taking refuse to the dump site. Such disposal shall take place during hours as may be approved by the City.

SECTION 10 - LIENS, PAYMENT, AND PERFORMANCE BONDS

Subsection 10.1 Construction Surety Bond. Lessee shall not allow any liens or encumbrances to be attached to the Leased Premises. Prior to the commencement of any construction or alteration hereunder which exceeds \$10,000 in cost, Lessee or its contractor shall furnish to City, and without expense to City, a surety bond, issued by a surety company licensed to transact business in the State of Wisconsin and satisfactory to and approved by City with Lessee's contractor or contractors as principals, in a sum not less than one hundred percent (100%) of the total cost of the contract or contracts for the construction or alteration of the improvements and facilities mentioned herein. Said bond shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by said contractor, subcontractor(s), and suppliers in the prosecution of the work provided for in said construction contract and shall protect City from any liability, losses, or damages arising there from.

Subsection 10.2 Compliance with Federal Aviation Regulations and Security Requirements Parts 49 CFR Part 1542 and 14 CFR Part 139. Lessee agrees to comply with Federal Aviation Regulations, and 1452 (Airport Security) and the City's policies as outlined in City's Federal

Aviation Administration approved Airport Certification Manual and Airport Security Plan. Lessee further agrees that any fines levied upon the City or Lessee through enforcement of these regulations because of acts by Lessee's employees, agents, suppliers, guests, or patrons shall be borne by Lessee to the extent said acts contributed to said fines.

SECTION 11 - OPERATION OF LEASED PREMISES: HOURS AND DELIVERIES

Subsection 11.1 Hours of Operation. Lessee shall conduct all operations in a business-like manner. The Lessee shall be open to serve the public at hours reasonable and applicable to its published schedule. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. Lessee shall advise the Airport Director of its published schedule and hours of operations to serve such schedule.

Subsection 11.2 Delivery of Services. Lessee shall arrange for the timely delivery of all services, at such times, in such locations(s), and by such means as determined by City. Lessee shall abide by all Transportation Security Administration (TSA) requirements for parking of Motor Vehicles near the terminal building.

SECTION 12 - QUALITY AND CHARACTER OF SERVICE

Subsection 12.1 Type of Operation. Lessee shall maintain and operate the concession privileges granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Airport Director, does not unduly annoy, disturb, or offend others at the Airport.

Subsection 12.2 Services to the General Public. Lessee understands and agrees that its operation at the Airport necessitates the rendering of public services such as giving directions, and generally assisting the public.

Subsection 12.3 Additional Compliance. Lessee shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Agreement.

Subsection 12.4 Personnel.

- A. General. Lessee shall maintain a sufficient number of properly trained personnel to ensure that all customers of Lessee receive prompt and courteous service. All such personnel, while on or about the Leased Premises, shall be polite, clean, appropriately attired, and neat in appearance. Clothing will be neat and clean and present a professional appearance. Airport Director shall have the right to object to the demeanor, conduct, and appearance of any

employee of Lessee, or any of its invitees or those doing business with it, whereupon Lessee shall take all steps necessary to remedy the cause of the objection. Lessee will ensure that its place of business operation is staffed at all times during the posted hours of operation.

- B. **Manager.** The management, maintenance, and operation of the Leased Premises and the operation conducted thereon shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Lessee. Lessee shall cause such manager to be available during normal business hours, and Lessee will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. For the sake of this paragraph only, normal business hours shall be deemed those hours provided for hours of operations in Section 11. Lessee shall provide Airport Director appropriate electronic mail addresses and telephone numbers of such manager or manager designee in a timely fashion.

SECTION 13 - SIGNS AND ADVERTISING

Subsection 13.1 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, company logos, advertising or promotions, photographs, art displays, and the like.

Subsection 13.2 Right to Install. Lessee shall have the right to install and operate upon the Airport at Lessee's sole cost and expense, signs containing its name and representing its business. Lessee acknowledges City's desire to maintain a high level of aesthetic quality in the Terminal Building and in all facilities throughout the Airport and Terminal Building. Therefore, Lessee covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs, it will submit to City the size, design, content, and intended location of each and every sign it proposes to install on or within the Airport in accordance with the generally accepted image in effect and that no signs of any type shall be installed on or within Airport without the specific prior written approval of the Airport Director. Notwithstanding any prior written approval, upon written notice from the Airport Director at any time during the term of this Agreement, Lessee shall install, remove, or modify any signs which the Airport Director deems necessary or unnecessary for identification or information to the public, passengers, or other Airport users. Failure to require removal of any sign placed on or about the Airport without written permission shall not limit the Airport Director's authority to require removal of any unapproved sign.

Subsection 13.3 Signs and Fixtures Outside Premises. Lessee shall not place or install any racks, stands, trade fixtures, pedestal signs, or other displays of products upon the Airport without the express prior written approval of the Airport Director. Location sign for passenger boarding and deboarding shall be established between the parties and approval of such location shall be at the sole discretion of the Airport Director.

Subsection 13.4 Removal of Signs. Upon the expiration or sooner termination of this Agreement, Lessee shall remove any and all identification signs and similar devices placed by Lessee on or in the Airport or the Terminal Building. In the event of the failure on the part of Lessee to so remove each and every sign, the Airport Director may perform such work and, upon demand, Lessee shall pay the cost thereof to City.

SECTION 14 – NON-DISCRIMINATION

This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, pursuant to law, it is unlawful and Lessee agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Lessee shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

SECTION 15 - IDEMNIFICATION AND INSURANCE

Subsection 15.1 Indemnification. To the fullest extent allowable by law, Lessee hereby indemnifies and shall defend and hold harmless, at Lessee's expense, City, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before,

during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Lessee, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on City. Lessee's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligent or willful misconduct of City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as City waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Lessee shall reimburse City, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Lessee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Subsection 15.2 Lessee to Provide General Liability and Automobile Insurance. Lessee shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- A. Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage;
- B. Automobile Insurance of not less than \$5,000,000.00 per occurrence;
- C. To the extent that Lessee employs any employees or as otherwise required by law, Workers' Compensation and Employers' Liability Insurance with Wisconsin statutory limits.

Subsection 15.3 Lessee to Provide Property, Fire and Allied Insurance. Lessee, at its own expense, shall insure all Leasehold Improvements and furnishings, fixtures and equipment for fire, extended coverage, vandalism, and malicious mischief. Such insurance shall be in an amount equal to the full insurable replacement value of such improvements. All property insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder and shall contain a waiver of subrogation provision in favor of the City. Lessee and City agree that any payments received by either from such insuring companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of said Leasehold Improvements and repair or replacement of leasehold improvements, furnishings, fixtures and equipment.

Subsection 15.4 Both Lessee and City to Carry Fire Insurance. It is understood that both Lessee and City carry insurance in the form of fire, extended coverage, vandalism, and malicious mischief (hereinafter called "Insurance Coverage") on the leased structural part of the premises, permanent improvements and loss of income, (in the case of City) and on Leasehold Improvements, furniture, furnishings, equipment, inventory and loss of income, (in the case of Lessee), and said Insurance Coverage authorizes a waiver of subrogation between City and Lessee, and the parties wish to enter into such waiver of subrogation to the extent of the said Insurance Coverage; therefore, to the extent that City collects under its Insurance Coverage, City waives any and all claims against Lessee, its agents, servants, and employees, for loss or damage to City's property resulting from risks included in said Insurance Coverage; and, to the extent that Lessee collects under its Insurance Coverage, Lessee waives any and all claims against City, its agents, servants, and employees, for loss or damage to Lessee property resulting from risks included in said Insurance Coverage. If this waiver by the parties shall render fully any such insurance policy or shall result in the denial of coverage for a party under such policy, then the provision paragraph shall be deemed to be null and void.

Subsection 15.5 Insurance Certificate. A certificate evidencing insurance required by Subsection 15.2 and 15.3, and listing the City of La Crosse as additional insured, shall be filed with City prior to the commencement of construction, furnishing and equipping of Leasehold Improvements by Lessee upon the Leased Premises, and such certificate shall provide that such Insurance Coverage will not be canceled or reduced without at least thirty (30) days prior written notice to City. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such Insurance Coverage has been renewed shall be filed with City. If such Insurance Coverage is canceled or reduced, Lessee shall within fifteen (15) days after receipt of written notice from City of such cancellation or reduction in coverage, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

Subsection 15.6 Lessee's Failure to Provide Certificates. In the event that Lessee shall at any time fail to furnish City with the certificate or certificates required under this Section, City, upon written notice to Lessee of its intention so to do, shall have the right to obtain the required insurance, at the cost and expense of Lessee, and Lessee agrees to promptly reimburse City for the cost thereof, plus fifteen percent (15%) thereof for administrative overhead.

SECTION 16 - DAMAGE OR DESTRUCTION OF LEASED PREMISES

Subsection 16.1 Partial Damage. If all or a portion of the Leased Premises is partially damaged by fire, explosion, the elements, public enemy, or other casualty, but not rendered untenable, the

same will be repaired with due diligence by City subject to the limitations of Subsection 16.4; provided, however, to the extent that such damage or destruction is not covered by insurance, Lessee shall be responsible for reimbursing City for the cost and expenses insured in such repair to the extent that the damage is caused by the negligent act or omission of Lessee, its sublessees, agents, or employees.

Subsection 16.2 Extensive Damage. If the damages referred to in Subsection 16.1 shall be so extensive as to render the Terminal Building Premises untenable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by City subject to the limitations of Subsection 16.4; and the charges payable herein for Rent under Section 5.1 shall abate from the time of such damage or destruction until such time as said Leased Premises are fully restored and certified by City's Engineers as ready for occupancy; provided, however, said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Lessee shall be responsible for reimbursing City for the cost and expenses incurred in such repair to the extent that the damage is caused by the negligent act or omission of Lessee, its sublessees, agents, or employees.

Subsection 16.3 Complete Destruction. In the event the Terminal Building Premises are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they are untenable and cannot be replaced for more than thirty (30) days, City shall undertake the repair, replacement, and reconstruction of said Leased Premises; and charges payable herein for Rent under Section 5.1, shall abate as of the time of such damage or destruction until such time as the said Premises are fully restored and certified by City's Engineer as ready for occupancy; provided, however, the said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Lessee shall be responsible for reimbursing City for the costs and expenses incurred in said repair to the extent that the damage is caused by the negligent act or omission of Lessee, its sublessees, agents, or employees; provided further, however, if within ninety days (90) after the time of such damage or destruction the City has not determined if said Leased Premises shall be repaired or reconstructed, Lessee may cancel this Agreement in its entirety.

Subsection 16.4 Limits of City's Obligations Defined. It is understood that, in the application of the foregoing Subsections, City's obligations shall be limited to repair or reconstruction of the Leased Premises to the same extent and of equal quality as obtained at the commencement of operations hereunder, subject to funding and appropriation. Redecoration and replacement of furniture, fixtures, equipment, and supplies shall be the responsibility of Lessee and any such redecoration and refurbishing/re-equipping shall be of equivalent quality to that originally installed hereunder.

SECTION 17 - CANCELLATION

Subsection 17.1 Cancellation by Lessee. Lessee may cancel this Agreement and terminate all its

obligations hereunder upon or after the happening of one or more of the following events and provided that Lessee is not in default in the payment of any fees or charges to City:

- A. The abandonment of the Airport as an airline terminal or the removal of all certificated passenger airline service from the Airport for a period of no less than thirty (30) consecutive days.
- B. The inability of Lessee to use the Airport for a period of longer than ninety (90) days, because of the issuance of any order, rule, or regulation by any competent governmental authority or court having jurisdiction over Lessee or City, preventing Lessee from operating its business; provided, however, that such inability or such order, rule, or regulation is not primarily due to any fault of Lessee.
- C. The material breach by City in the performance of any covenant or agreement herein required to be performed by City and the failure of City to remedy such breach for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same.
- D. The proper written notice delivered to the Airport Director giving ninety (90) day advance notice terminating this Agreement without cause and at any time.

Subsection 17.2 Cancellation by City. City may cancel this Agreement and terminate all of its obligations hereunder at any time that City is not in default, upon or after the happening of any of the following events:

- A. Lessee shall file a voluntary petition in bankruptcy; or
- B. Proceedings in bankruptcy shall be instituted against Lessee and Lessee is thereafter adjudicated bankrupt pursuant to such proceedings; or
- C. A court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or
- D. A receiver of Lessee's assets shall be appointed; or
- E. Lessee voluntarily abandons its conduct of its business at the Airport for a period of thirty (30) days, except if such is due to a labor strike or labor dispute in which Lessee is involved; or
- F. Any assignment is made by Lessee for the benefit of its creditors; or
- G. Breach by Lessee of any of the covenants or agreements herein contained and the failure of Lessee to remedy such breach as hereinafter provided. In this regard it is understood that nonpayment of fees or charges hereunder is a breach. In the event of such material breach, City shall give to Lessee notice in writing to correct such breach and if such breach shall continue for fifteen (15) days after the receipt of such notice by Lessee, City may, after the lapse of said fifteen (15) day period, cancel this Agreement, without forfeiture, waiver, or release of City's rights to any sum of money due or to become due under the provisions of this Agreement.
- H. The lawful assumption by the United States Government, or any authorized agency thereof,

of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Lessee, for a period of at least thirty (30) days, from its Airport operation.

- I. The proper written notice delivered to Lessee giving ninety (90) day advance notice terminating this Agreement without cause and at any time.

Subsection 17.3 Termination. Should an early termination of this Agreement occur pursuant to the terms of Subsection 17.2 hereof, City shall have the right to re-enter the Leased Premises, make repairs as necessary, and enter into another agreement for the Leased Premises and privileges, or any part thereof, for the remainder of the term hereof.

Subsection 17.4 Notice of Termination. If any of the events enumerated in Subsections 17.1 and 17.2 shall occur and after due notice the defaulting party has failed to cure or correct same, the complaining party may, at any time thereafter during the continuance of said default, terminate this Agreement by notice in writing, such cancellation and termination to be effective upon the date specified in such notice.

SECTION 18 - PROPERTY RIGHTS UPON TERMINATION OR CANCELLATION

Subsection 18.1 Rights Upon Termination or Cancellation. Upon proper termination or cancellation of this Agreement for any reason except those outlined in Subsections 17.1 and 17.2, City shall have the right to require removal by Lessee of all Trade Fixtures, personal property, and expendables owned by Lessee; and Lessee shall immediately remove such Trade Fixtures, personal property, and expendables. Lessee shall reimburse City for the cost of any repairs required as a result of Lessee's removal of said Trade Fixtures, personal property, and expendables. At the request of Lessee, City may, at its discretion, take title to any or all such Trade Fixtures, personal property, or expendables, in which event City shall pay to Lessee the fair market value of each such fixtures, property, or expendables as of the date of such termination.

Subsection 18.2 Rights Upon Termination Because of Default by City. In the event this Agreement is canceled by Lessee for any of the reasons outlined in Section 17.1, damages to the Lessee shall be limited as follows:

- A. Leasehold or Fixed Improvements. With respect to Leasehold Improvements paid for by Lessee from its own funds, said damages shall be Net Book Value of said improvements, determined on a straight-line basis over the term of the agreement. Upon payment by City to Lessee of said damages, all such Leasehold Improvements shall become the sole property of City. Lessee may, at its option, remove such permanent improvements in lieu of accepting said Net Book Value.
- B. Personal Property and Proprietary Trade Fixtures. Except as provided herein above, Lessee

shall remove all personal property and Trade Fixtures, and shall reimburse City for the cost of any repairs required as a result of Lessee's removal of such property and fixtures.

SECTION 19 - NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

SECTION 20 - SURRENDER OF POSSESSION

Lessee shall, upon termination of this Agreement or cancellation, quit and deliver up the Leased Premises and privileges to City peaceably and quietly, with the Leased Premises being in as good order and condition as the same now are or may be hereafter improved by Lessee or City, reasonable use and wear thereof excepted. In addition to any lien provided by Wisconsin law, City shall have a specific lien on all property of Lessee, and related equipment on the Leased Premises as security for nonpayment. Lessee shall have the right to remove all of its trade fixtures and equipment installed or placed by it at its own expense, in, on or about the Premises; subject however, to any valid lien which City may have thereon for unpaid charges or fees.

SECTION 21 - TAXES AND LICENSES

Lessee shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder.

SECTION 22 - INSPECTION OF PREMISES

City or its duly authorized representatives, or agents, and other persons for it, may enter upon said Leased Premises at any and all reasonable times during the term of this Agreement for the purpose and conditions hereof or for any other purpose incidental to rights of City.

SECTION 23 - HOLDING OVER

Should Lessee holdover said Leased Premises after this Agreement has terminated in any manner, Lessee shall continue such holding over only at sufferance to City. In the event of such holding over, City shall be entitled to collect from Lessee, 1.10 times the amount of all rent and fees due under Section 5, above. All other terms and conditions in such holdover shall be the same as herein provided.

SECTION 24 - QUIET ENJOYMENT

City agrees that Lessee, upon payment of the fees and charges and all other payments to be paid by Lessee under the terms of this Agreement, and upon observing and keeping the agreements and covenants of this Agreement on the part of Lessee to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Agreement.

SECTION 25 - NO LIENS

Lessee shall pay for all labor done or materials furnished in the repair, replacement, development, or improvement of the Premises by Lessee, and shall keep said Leased Premises and Lessee's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Lessee's act or omission.

SECTION 26 - SECURITY AGREEMENTS

City shall provide, or cause to be provided, during the term of this Agreement, all proper and appropriate public fire and police protection similar to that afforded to other Terminal tenants or licensees at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. Lessee shall comply with the Airport Security Plan and shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by Lessee, shall not in any way be construed to limit or reduce the obligations of City hereunder.

SECTION 27 - AGREEMENT SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the La Crosse Regional Airport. Should the effect of such Agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, City shall terminate this Agreement.

SECTION 28 - RIGHTS AND PRIVILEGES OF CITY

- A. City shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Lessee agrees to observe and obey, with respect to the use of the Airport, Terminal Building and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the FAA, and any future changes prescribed from time to time by the FAA.
- B. City's Airport Director and/or the City Attorney are hereby designated as its official

representative for the enforcement of all provisions in this Agreement with full power to represent City with dealings with Lessee in connection with the rights herein granted.

- C. All actions relating to policy determination, modification of this Agreement, termination of this contract, and any similar matters affecting the terms of this Agreement shall emanate from the Aviation Board and/or City Council, their successors or assigns.
- D. The Airport Director or designee may enter upon the Leased Premises, now or hereafter leased to Lessee hereunder, at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or in the exercise of its governmental functions
- E. City reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Leased Premises and existing vehicle and pedestrian traffic patterns, as the City deems appropriate, regardless of the desires or views of Lessee, and without interference or hindrance.
- F. During the time of war or National Emergency, City shall have the right to lease the landing area of the Airport, or any part of La Crosse Regional Airport, thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.
- G. City hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of La Crosse Regional Airport, and the right to pursue all operations of the La Crosse Regional Airport.
- H. City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the City, would limit the usefulness of the Airport, or constitute a hazard to aircraft.
- I. City may from time to time increase the size or capacity of any such Public Aircraft Facilities or Passenger Terminal Building or Common Use Portion of the Airport or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Lessee.
- J. This Agreement at any time may be reopened for renegotiation if Federal Aviation Administration (FAA) Airport Certification or Security Requirements, 14 CFR Part 139 and 49 CFR Part 1542 respectively, result in major expenditures to City due to Lessee's tenancy on the La Crosse Regional Airport. If said renegotiation is desired, written notice must be given

to Lessee sixty (60) days prior to such renegotiations.

- K. City reserves the right to relocate the Leased Premises or Lessee's operation upon the completion of any Terminal area remodeling or expansion. City will not be liable for the costs associated with the moving or reinstallation of Lessee's equipment.

SECTION 29 - ACCESS CONTROL

- A. Lessee shall upon termination of this agreement return all issued keys to City. If all issued keys are not returned to City at the termination of this Agreement, Lessee shall pay to City cost to re-core premises locks and cut new keys at the current rate then set by City.
- B. Lessee is responsible for all keys issued to employees of Lessee. If a key is lost, Lessee shall immediately notify City and shall pay to City cost to re-core premises locks and cut new keys at the current rate then set by City.
- C. Lessee is ultimately responsible for all access media issued to Lessee's employees including all fees levied for failure to return said access media, should such access media be issued as part of this Agreement.

SECTION 30 – NO PERSONAL LIABILITY

Under no circumstances shall any trustee, officer, official, commissioner, Director, member, partner or employee of City have any personal liability arising out of this Agreement, and Lessee shall not seek or claim any such personal liability.

SECTION 31 – GOVERNING LAW

This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

SECTION 32 – JURY TRIAL WAIVER

The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

SECTION 33 – NOTIFICATION

Lessee shall:

- A. As soon as possible and in any event within a reasonable period of time after the occurrence

- of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Lessee with respect thereto.
- B. Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Lessee contained in this Agreement to be untrue.
 - C. Notify City, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Lessee or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Lessee or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Lessee or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

SECTION 34 – SEVERABILITY

The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

SECTION 35 – ASSIGNMENT, SUBLET, AND TRANSFER

Lessee shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement.

SECTION 36 – NO WAIVER

The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

SECTION 37 – CONFLICTS OF INTEREST

Lessee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Lessee further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Lessee or its employee must be disclosed to City.

SECTION 38 – POLITICAL ACTIVITIES

Lessee shall not engage in any political activities while in performance of any and all services and work under this Agreement.

SECTION 39 – ENTIRE AND SUPERSEDING AGREEMENT

This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of City, granting approvals or conditions attendant with such approval, the specific action of City shall be deemed controlling.

SECTION 40 – AMENDMENT

This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

SECTION 41 – TIME COMPUTATION

Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

SECTION 42 – NOTICES

NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City: La Crosse Regional Airport Attn: Airport Director 2850 Airport Rd La Crosse, WI 54603	Copy to: Attn. City Attorney City of La Crosse 400 La Crosse Street La Crosse, WI 54601
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To the Lessee: The Landline Company
 Attn: Nicholas Johnson
 113 South College Avenue
 Fort Collins, CO 80524

SECTION 43 – PUBLIC RECORD LAW

Lessee understands and acknowledges that City is subject to the Public Records Law of the State of Wisconsin. As such, Lessee agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to each Operations Year of this Agreement as set forth in Subsection 5.2(A), for a period of not less than seven (7) years after the end of each Operations Year, including seven (7) years following the termination or expiration of this Agreement. Lessee agrees to assist City in complying with any public records request that City receives pertaining to this Agreement. Additionally, Lessee agrees to indemnify and hold harmless City, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Lessee's actions or omissions which contribute to City's inability to comply with the Public Records Law. In the event that Lessee decides not to retain its records for a period of seven (7) years after the end of each Operations Year, then it shall provide written notice to City whereupon La Crosse shall take custody of said records assuming such records are not already maintained by City. This provision shall survive the termination of this Agreement.

SECTION 44 – CONSTRUCTION

This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

SECTION 45 – NO THIRD PARTY BENEFICIARY

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

SECTION 46 – COMPLIANCE WITH LAW

The parties shall comply in all material respects with any and all applicable federal, state and local laws,

regulations and ordinances. In particular, Lessee intends to be engaged in the ground transportation of persons across state lines. As such, Lessee shall comply with all local, State of Wisconsin, State of Minnesota, and United States Department of Transportation rules, regulations, and laws, at its sole cost and effort.

SECTION 47 – FORCE MAJEURE

City shall not be responsible to Lessor and Lessor shall not be responsible to City for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

SECTION 48 – GOOD STANDING

Lessee affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Lessee is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

SECTION 49 - INDEPENDENT CONTRACTORS

The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint ventures, or partners.

SECTION 50 - GOVERNMENTAL APPROVALS

Lessee acknowledges that various of the specific undertakings of City described in this Agreement may require approvals from the City of La Crosse Common Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Lessee further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council, should such appropriation be required. City's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. City cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such

approvals on a timely basis.

SECTION 51 – AUTHORITY

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 52 – COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

SECTION 53 – SURVIVAL

All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

SECTION 54 – MORE FAVORABLE TERMS

In the event the City shall enter into any lease or agreement with any other ground transportation operation within the Terminal building, that agreement will not contain more favorable terms than this Agreement, unless the same rights, privileges, and more favorable terms are concurrently made available to Lessee.

SECTION 55 – ENVIRONMENTAL

Subsection 55.1 Disposal, Use and Storage of Hazardous Materials. Disposal of Hazardous Materials on the Airport is strictly prohibited. Storage and use of Hazardous Materials on the Airport is prohibited, except:

- A. Lessee may store and use Hazardous Materials on the Leased Premises in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws but only for those kinds and quantities of Hazardous Materials that are normally used in conducting the activities permitted under this Agreement. Lessee shall provide Airport Director with a copy of any application for a permit for use or storage of Hazardous Materials on the Leased Premises from any regulatory agency responsible for enforcement of Environmental Laws, and shall also provide a copy of any permit received from such agency; and
- B. Lessee may use Hazardous Materials on the Airport other than the Leased Premises only in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws but only for those kinds and quantities of Hazardous Materials which are commonly used in conducting the activities permitted under this Agreement.

Subsection 55.2 Liability. Lessee shall be solely and fully responsible and liable for:

- A. Storage, use or disposal of Hazardous Materials on the Leased Premises or the Airport, by Lessee, Lessee's officers, agents, employees, or contractors,
- B. Any Hazardous Material release which is caused by or results from the activities of Lessee, Lessee's officers, agents, employees, or contractors on the Leased Premises or the Airport.

Subsection 55.3 Prevention of Release. Lessee shall take all necessary precautions to prevent its activities from causing any Hazardous Material release to occur on the Leased Premises or the Airport, including, but not limited to any release into soil, groundwater, or City's sewage or storm drainage system.

Subsection 55.4 Obligation to Investigate and Remediate. Lessee, at Lessee's sole cost and expense, shall promptly investigate and remediate, in accordance with requirements of all applicable Environmental Laws:

- A. Any release or threat of release of Hazardous Material on the Leased Premises or the Airport, including, but not limited to, into soil or groundwater, or City's sewage or storm drainage system which was caused or results in whole or in part from the activities of Lessee, Lessee's officers, agents, employees, contractors, permittees or invitees; except that Lessee shall have no responsibility for any release or threat of release of Hazardous Material which Lessee establishes was caused by the sole negligence or willful misconduct of City, City's officers, agents, employees, contractors or permittees by any third party, or by migration of Hazardous Materials onto the premises from a specifically identifiable source off the used premises. In addition to all other rights and remedies of City hereunder, if Lessee does not promptly commence, and diligently pursue to remediate, to the extent required, any such release, or threat of release, of Hazardous Materials for which it has responsibility under this section, City, in its discretion, may pay to have same remediated and Lessee shall reimburse City plus a fifteen percent administration fee within fifteen (15) business days of City's demand for payment. The failure to commence investigation and provide City with a schedule for diligent completion of the remediation within thirty (30) days after discovery of such release, or threat of release, of Hazardous Material shall constitute prima facie evidence of failure to promptly commence remediation. The demand for payment by City shall be prima facie evidence that expense was incurred by City.

Subsection 55.5 Records and Inspections.

- A. Lessee will maintain a chemical inventory list of hazardous materials stored on site in accordance with state and federal regulations. The Lessee will also maintain manifests for all hazardous or regulated wastes transported and disposed of off-site.

- B. Upon reasonable notice by City, Lessee shall make available for review by City such records pertaining to the use, handling and disposal of any Hazardous Material(s) as Lessee is required to maintain under this section.
- C. City shall have the right, under the terms hereof, and upon reasonable notice for exclusive use space, to enter the Leased Premises during the Term hereof to conduct periodic environmental inspections and testing. City shall conduct each inspection or test in a manner that does not unreasonably interfere with Lessee's operations.

Subsection 55.6 Lessee's Obligations upon Termination. Prior to vacating the Leased Premises, and in addition to all other requirements under this Agreement, Lessee shall remove any containers of Hazardous Materials placed on the Leased Premises during the Term by Lessee or as a result of Lessee's use or occupancy of the Leased Premises during the Term and shall demonstrate to City's reasonable satisfaction that such removal is in compliance with all applicable Environmental Laws, including without limitation conducting any environmental audits as may be required by City.

Subsection 55.7 Storm Water.

- A. Notwithstanding any other provisions or terms of this Agreement, Lessee acknowledges that certain properties within the Airport, or on City-owned land, are subject to storm water rules and regulations. Lessee agrees to observe and abide by such storm water rules and regulations as may be applicable to City's property and Lessee's uses thereof.
- B. Lessee acknowledges that any storm water discharge permit issued to City may name Lessee as a co-permittee. City and Lessee both acknowledge that close cooperation is necessary to insure compliance with any storm water discharge permit terms and conditions, as well as to insure safety and to minimize cost of compliance. Lessee acknowledges further that it may be necessary to undertake such actions to minimize the exposure of storm water to "significant materials" generated, stored, handled or otherwise used by Lessee, as such term may be defined by applicable storm water rules and regulations, by implementing and maintaining "best management practices" as that term may be defined in applicable storm water rules and regulations.
- C. City will provide Lessee with written notice of any storm water discharge permit requirements applicable to Lessee and with which Lessee will be obligated to comply from time-to-time, including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee agrees that within thirty (30) days of receipt of such written notice it shall notify City in writing if it disputes any of the storm water

permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, Lessee will be deemed to assent to undertake such storm water permit requirements. In that event, Lessee agrees to undertake, at its sole expense, unless otherwise agreed to in writing between City and Lessee, those storm water permit requirements for which it has received written notice from City, and Lessee agrees that it will hold harmless and indemnify City for any violations or non-compliance with any such permit requirements.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:

By: _____

LESSEE: The Landline Company

By: _____

Print Name: Nicholas Johnson

Title: Vice President/Head of Commercial

Date: _____

ATTEST:

By: _____

CITY: City of La Crosse – La Crosse Regional Airport

By: _____

Print Name: Ian Turner

Title: Director of the La Crosse Regional Airport

Date: _____