

## TURO INC. PEER TO PEER CAR SHARING AGREEMENT

THIS Peer to Peer Car Sharing Agreement is entered into by and between the CITY OF CORPUS CHRISTI, TEXAS, a home-rule municipal corporation existing under the laws of the State of Texas (“City”), and TURO INC., a Delaware corporation (“Turo”). City and Turo may sometimes be referred to herein as “Party” or collectively as “Parties.”

WHEREAS, City owns and operates the Corpus Christi International Airport (“Airport”), located in Nueces County, Texas; and

WHEREAS, Turo desires to enable its Peer-to-Peer Vehicle Sharing Service (as defined herein) at the Corpus Christi International Airport; and

WHEREAS, City has agreed to allow Turo to offer a Peer-to-Peer Vehicle Sharing Service at the Airport subject to the terms, covenants, and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the Parties hereby expressly acknowledge, the Parties hereto covenant and agree to the following terms, covenants, and conditions:

### ARTICLE 1. DEFINITIONS

- A. “Peer-to-Peer Vehicle Sharing Service” shall mean the authorized use of a vehicle by an individual other than the owner of the vehicle through an internet booking platform that connects motor vehicle Owners with drivers to enable the sharing of motor vehicles for financial consideration.
- B. “Agreement” shall refer to this contract between the City and Turo governing Turo’s Peer-to-Peer Vehicle Sharing operation at the Corpus Christi International Airport and the consideration to be paid to the City for the use of City property.
- C. “Shared Vehicle Driver, or Drivers” referenced as “Guest” in the Turo’s Terms of Service publication, shall mean an individual who has been authorized to drive a Shared Vehicle by a Shared Vehicle Owner under a Vehicle sharing agreement.
- D. “Shared Vehicle Owner, or Owners” referenced as “Host” in Turo’s Terms of Service publication, shall mean the registered Owner(s), or a person designated by a registered Owner, of a vehicle made available to Shared Vehicle Drivers through a Peer-to-Peer Vehicle Sharing Service program.
- E. “Shared Vehicle, or Vehicles” shall mean a motor vehicle that is available for sharing through a Peer-to-Peer Vehicle Sharing Service.
- F. “Daily Parking Rate” shall mean the parking fee for any vehicle that is parked in the designated “Peer-to-Peer” locations in the terminal/short term parking.

## ARTICLE 2. NON-EXCLUSIVE

- A. Subject to the terms of this Agreement, City hereby grants a revocable, non-exclusive privilege to Turo to enable its Peer-to-Peer Vehicle Sharing Service for Owners to deliver vehicles at the Airport.
- B. Turo, Shared Vehicle Owners, and Shared Vehicle Drivers may use the Airport Terminal Short-Term parking lot, as depicted in the aerial map attached hereto and incorporated herein as Exhibit A. Covered and long-term parking lots, driveways, and fire lanes are excluded from Shared Vehicle parking. Turo, Shared Vehicle Owners, and Shared Vehicle Drivers may use the designated airport parking lot in the same manner, as any other Airport customer.
- C. Turo, Shared Vehicle Owners, and Shared Vehicle Drivers may use the designated Electrical Vehicle Charging Stations depicted in Exhibit A. Provided, however, that (i) such Vehicle Exchange shall not exceed 24 hours in duration, (ii) the Shared Vehicles do not disrupt the flow of other Airport customers. (iii) The Shared Vehicle is identified as an Electric Vehicle. Turo agrees that the City may at the sole discretion of the Airport Director or designee change the location for Electric Exchanges based on the operational needs of the Airport.
- D. Turo, Shared Vehicle Owners, and Shared Vehicle Drivers may conduct VIP Owner to Driver exchanges in the "Attended Vehicle Exchange" designation depicted in Exhibit A. Provided, however, that (i) such Attended Vehicle Exchanges shall not exceed 5 minutes in duration, (ii) the Attended Vehicle Exchanges take place within the Parking Lot area designated in Exhibit A, and (iii) the Attended Vehicle Exchanges do not disrupt the flow of other Airport customers. Turo agrees that the City may at the sole discretion of the Airport Director, or their designee change the location for the Attended Vehicle Exchanges based on the operational needs of the Airport.
- E. The City reserves the right at its sole discretion to reassign the Designated Location for Attended Vehicle Exchanges at the Airport, or to terminate all Designated locations for Attended Vehicle Exchanges at the Airport at any time following 30-day written notice to the Turo, or immediately if the City is compelled to for good reason due to security, repairs, construction, or other good cause. The City will make reasonable efforts to accommodate a Designated Location in another area, if possible. If City terminates all Designated Locations for Attended Vehicle Exchanges at the Airport, Turo, Shared Vehicle Owners, and Shared Vehicle Drivers shall continue to have the right to use the Airport Parking Lot in the same manner as any other Airport customer, in which they will drop off and pick up the Shared Vehicle in the Airport Parking Lot and be responsible for any applicable parking fees.
- F. For purposes of vehicle identification, Turo shall cause all Shared Vehicle Owners that are engaging in drop-offs or pick-ups at the Designated Location for Attended Vehicle Exchanges to equip each vehicle of such Shared Vehicle Owner entering on Airport property with vehicle trade dress, consisting of recognizable emblems acceptable to the



City, which will allow City to always identify vehicles at up to 50 feet when such vehicles are on Airport. Such trade dress shall be a visual indicator and control device approved by City designating that the vehicle is authorized to operate at the Designated Location.

- G. Turo and its Peer-to-Peer Car Sharing Customers understand and agree that the City monitors all vehicles located on Airport property and that vehicles left unattended for more than 10 days in the Airport Parking Lots or in any unauthorized area may be ticketed or towed at any time by the City pursuant to Airport Parking Lot Policies and Airport Security Policies. Any vehicle towed or impounded by the City shall be recovered by the Shared Vehicle Owner at their sole cost and expense.
- H. Failure by Turo to ensure Shared Vehicle Owners display the City's approved vehicle trade dress shall subject Turo to revocation of the Designated Location. Failure to accurately, and on a timely basis report vehicle activity at the Airport, shall subject Turo to revocation of this Agreement as set forth herein.
- I. Turo, Shared Vehicle Owners, and Shared Vehicle Drivers are responsible for all parking lot fees for Shared Vehicles. Turo shall ensure that the daily parking rate is paid by the Shared Vehicle Driver upon exiting any Airport parking lot where the Shared Vehicle is parked for 3 hours or more.
- J. A Shared Vehicle with a license plate that exempts it from Parking Lot fees (Disabled Veteran, Purple Heart, Medal of Honor, and Prisoner of War) will not be eligible for the fee exemptions when not driven by that Shared Vehicles's registered owner. Drivers who qualify for a parking fee waiver, e.g., City employees, disabled veterans, Purple Heart recipients, etc., must present appropriate credentials, and passenger travel documents to a parking attendant when exiting the Airport Parking Lots.
- K. Turo, Shared Vehicle Owners, and Shared Vehicle Drivers shall always comply with orders and directives from the City's police, security, traffic/parking officers, and airport officials.
- L. If any Shared Vehicle Owner, Shared Vehicle Driver, or any Turo agent or employee violates this Agreement, the City shall take the following actions:
  - a. First Offense - City shall give a verbal warning to such Shared Vehicle Owner, Share Vehicle Driver, or Turo agent or employee.
  - b. Second Offense – City shall give a written warning and/or 10-day suspension of operation at the Airport to such Shared Vehicle Owner, or Shared vehicle Driver or Turo agent of employees, and City shall provide a copy of such written warning to Turo.

- c. Third Offense – Such Shared Vehicle Owner, Shared Vehicle Driver, or Turo agent or employee shall no longer have a right of access to Airport property through the end of the current Term.
- d. If an offense is so serious in the opinion of the City, the City has the right to immediately suspend or permanently revoke the right of Airport access that the Shared Vehicle Owner, Shared Vehicle Driver, or Turo agent or employee is granted under this Agreement.

### ARTICLE 3. TERM OF AGREEMENT

- A. Initial Term. The term of this Agreement and all rights herein granted to Turo shall begin within 30 days following the execution of this Agreement by both parties (“the Effective Date”) and shall terminate one year thereafter; unless earlier terminated as provided herein.
- B. Renewal Terms. Subject to full compliance to all terms, covenants, and conditions by Turo during the initial Term of this Agreement, as may be amended, the parties may elect in sequence to extend the term of this Agreement for two additional one-year renewal terms (“Renewal Terms”), which Renewal Terms shall be subject to the same terms, covenants, and conditions of this Agreement, and evidenced by a written agreement executed by both parties.
- C. Right to Terminate. Either party may terminate this Agreement upon giving 30 days prior written notice to the other Party. City may also terminate, revoke, or suspend this Agreement without forfeiture, waiver, or release of City’s rights to any sum due or to become due under any provision of this Agreement upon default by Turo for fees required or any other material violation by Turo of any of the other provisions of this Agreement. City may also terminate, revoke, or suspend this Agreement upon failure of Turo to remedy such default or violation within ten days after notice from City to Turo of such default or violation, provided, however, that no such ten-day notice shall be required in those instances in which a provision of this Agreement grants to City the right to terminate this Agreement immediately upon Turo’s violation of or failure to comply with the terms hereof.
- D. City may suspend the right of access to Airport property by any Shared Vehicle Owner, Shared Vehicle Driver, or any Turo agent or employee if, in City’s sole discretion, such Shared Vehicle Owner, Shared Vehicle Driver, or Turo agent or employee violates any Applicable Laws.

### ARTICLE 4. USE FEES

- A. Use Fee. For the commercial use of the Airport, on the 20th day of each month, Turo shall make a payment to the City equal to ten percent of the gross revenue relating to any transaction in which a Shared Vehicle Driver selects the Airport for delivery of a Shared Vehicle (“Use Fee”), which Use Fee shall contribute in part to the operating cost of the



Airport. Use Fee payments shall be remitted to The City of Corpus Christi, P. O. Box 9257, Corpus Christi, Texas 78469 – 9257. At any time, City and its agents may further audit Turo's business accounts at any reasonable time, and if any such audit demonstrates that Turo has underpaid under any amount hereunder, Turo shall pay the cost of such audit if the discrepancy exceeds five percent of the amount paid by Turo that is audited.

- B. Activity Report. On the 20th day of each month, Turo shall furnish a true and correct report signed by an authorized representative of Turo to the City summarizing the rental activity for the previous month. The monthly activity report referenced and attached hereto as Exhibit B – Monthly Revenue Report will be submitted to the Corpus Christi International Airport, Finance Department, 1000 International Drive, Corpus Christi, Texas 78406. The report will include:
- a. The number of drop-off and pick-up transactions of Shared Vehicles at the Airport per day that are arranged or booked through Turo's platform.
  - b. The daily counts of Shared Vehicles at the Airport per day arranged or booked through Turo's platform.
  - c. The gross revenue for each such transaction.
  - d. The total gross revenue (as defined below) for the month; and
  - e. The number of Shared Vehicle Owners that, to the knowledge of Turo, operated at the Airport in the previous month.
- C. Gross Revenue. For purposes of this Agreement, the term "gross revenue" shall include:
- a. Any income Turo and Shared Vehicle Owner receives under a Shared Vehicle agreement.
  - b. All time and mileage charges for Shared Vehicles in the Shared Vehicle agreement.
  - c. All trip fees and delivery fee charges for Shared Vehicles in the Shared Vehicle agreement.
  - d. Any charges for insurance offered incidental to a Shared Vehicle agreement including but not limited to accident and personal effects insurance.
  - e. The amount charged to Airport patrons in the Shared Vehicle agreement for the cost of furnishing and/or replacing fuel provided by a Shared Vehicle Owner or Turo; and

- f. All additional charges not expressly excluded under this provision, such as add-ons for GPS, child carriers, ski or bicycle roof-top carriers, travel accessories, conveniences, cleaning fees, and service charges.
- D. Deductions from Gross Revenue. The following shall be excluded from "gross revenue":
- a. The amount of any federal, state, local sales, or tourism tax separately stated on the Vehicle Sharing agreement and collected from the Shared Vehicle Driver and remitted to the taxing authority.
  - b. The amount of any sum received as insurance proceeds or a judicial judgment or settlement to restore damage to automobiles or other property of Turo or Owners, or to restore a tangible loss, theft, or conversion.
  - c. Amounts received as payment for and administration on behalf of Shared Vehicle Drivers and/or Shared Vehicle Owners of red-light tickets, parking tickets, tolls, tows, and impound fees, or any other fees which are separate from the Shared Vehicle Agreement.
  - d. Any amounts received for any cancellation fees.
  - e. Any amounts received by Turo from Shared Vehicle Drivers which are fully passed through to Shared Vehicle Owners such as post-trip reimbursements, smoking fees, etc. or any other amounts received in which Turo does not retain any portion thereof.

#### ARTICLE 5. LATE FEES

- A. Any amount due and payable hereunder that is not paid on the date it is due shall incur a late fee of \$200.00 per occurrence due and payable to the City. Turo shall pay said late fee to City within ten days of receipt of notice (via email or by letter) from the City or the failure to pay said fee will constitute a material breach of this Agreement and entitle the City to terminate the Agreement.

#### ARTICLE 6. SURETY

- A. As security for Turo's full, faithful, and prompt performance of and compliance with all covenants, terms, and conditions of this Agreement, Turo shall provide an irrevocable letter of credit or corporate surety bond in favor of the City and in a form acceptable to City in an amount equivalent to three months' projected fees (as projected by City) payable under this Agreement, or \$5,000.00, whichever is greater, assuring the faithful performance of all obligations under this Agreement (the "Surety"). In addition to any and all other remedies available to it under this Agreement or otherwise, City shall have the right, at its option at any time and from time to time, to use the Surety or any part thereof in whole or partial satisfaction of any of its claims or demands against Turo and for the payment or attorneys' fees for the enforcement of any or its claims or demands



against Turo, if City is the prevailing party. City shall have no obligation to exercise such right, and neither the existence of such right nor the holding of the Surety itself shall cure any default or breach on the part of Turo. Within 30 days after the expiration or earlier termination of this Agreement and upon written request therefor by Turo, City will return the letter of credit or surety bond.

#### ARTICLE 7. OBLIGATIONS OF TURO

- A. Compliance with State and Federal Laws. The following provisions are in this contract for compliance with state and federal law, and the City does not opine on their validity or enforceability. Lessee shall bear the entire sole burden for complying with any of these clauses. Prior to the enforcement of any of the following clauses, the City will give at least 30 days notice of alleged violation thereof and an opportunity for the Lessee to be heard concerning the alleged violation, effect thereof on the City, and proposed remedial measures:
- Lessee warrants that it is and will continue to be an equal opportunity employer and hereby covenants that no employee or customer will be discriminated against because of race, religion, sex, age, disability, creed, color, or national origin.
  - Lessee shall provide all services and activities required to comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].
  - Lessee agrees to comply with Tex. Gov't Code § 2252.908 and submit Form 1295 to the City with the signed agreement. The Parties agree that the City is not responsible for the information contained in Form 1295.
  - In accordance with Tex. Gov't Code §2252.909, Lessee must include in each contract for the construction, alteration or repair of an improvement to this leased property a condition that the contractor execute a payment bond that conforms to Subchapter I, Chapter 53, Property Code and a performance bond equal to the amount of the contract and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications and contract documents. Lessee must provide the City with a notice of commencement at least 90 days prior to start of construction, alteration or repair that complies with Texas Gov't Code § 2252.909.

#### ARTICLE 8. ASSIGNMENT AND SUB-AGREEMENT

- A. Turo shall not assign or sub-Agreement or otherwise purport to authorize or allow any other person or entity to exercise, this Agreement or its rights granted in this Agreement without the prior written consent of City, which City may grant or withhold in its sole discretion. Notwithstanding the foregoing, Turo may assign this Agreement to an affiliate of Turo upon written consent of the City, which consent shall not be unreasonably withheld. If Turo assigns this Agreement to an affiliate, Turo shall remain liable for the performance and obligations of this Agreement, including, but not limited to, all fees and charges, deposit, insurance, indemnification, and compliance with all laws, regulations, and policies.

## ARTICLE 9. ENVIRONMENTAL REGULATIONS

- A. Turo agrees to comply and/or cause its Shared Vehicle Owners to comply with all Applicable Laws relating to the protection of the environment and the handling and release of any and all substances, chemicals, wastes, sewage, or other materials which are now or hereafter regulated, controlled, or prohibited by any Applicable Laws requiring removal, warning or restriction on the use, generation, disposal or transportation thereof, including, without limitation, any substance defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance" or "air pollutant," (collectively, "Hazardous Material") Turo shall indemnify City, defend it with counsel reasonable and acceptable to City, and hold it free and harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, costs or expense, including reasonable attorneys' fees, environmental consultant and laboratory fees, and the costs and expense of investigation and defending any claims or proceedings, resulting from or attributable to [i] the presence, disposal, release or threatened release of any Hazardous Material that is on, from or affecting the Airport premises which Turo uses, including the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise located on, under, or near such premises; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to the Hazardous Material; (iii) any lawsuits or administrative order relating to the Hazardous Material; or (iv) any violation of any laws applicable to the Hazardous Material. The terms of this paragraph shall apply only to Hazardous Material for which Turo or a Shared Vehicle Owner is responsible.

## ARTICLE 10. INSURANCE REQUIREMENTS

- A. See all the details in Exhibit C.

## ARTICLE 11. INDEMNIFICATION

**In consideration of allowing Turo to use the Premises, Turo covenants to fully indemnify, defend, save, and hold harmless the City, its officers, agents, representatives, and employees (collectively "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from Indemnitees on account of injury or damage to person including, without limitation, premises defects, workers' compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by or be in any way connected with, either proximately or remotely, wholly or in part: (1) Turo's performance pursuant to this Agreement; (2) Turo's use of the Premises and any and all activities associated therewith pursuant to this Agreement; (3) the**



**violation by Turo, its officers, employees, agents, or representatives of any law, rule, regulation, ordinance, or government order of any kind pertaining, directly or indirectly, to this Agreement; (4) the exercise of rights under this Agreement; or (5) an act or omission on the part of Turo, its officers, employees, agents, or representatives pertaining to this Agreement, and including all expenses of litigation, court costs, and attorneys' fees, which arise or are claimed to arise out of or in connection with the asserted or recovered incident.**

**Turo covenants and agrees that if Indemnitees, or any of them, is made a party to any litigation against Turo or in any litigation commenced by any party other than Turo relating to this Agreement, Turo shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend Indemnitees in all actions based thereon with legal counsel satisfactory to the City Attorney, and pay all charges of attorneys and all other costs and expenses of any kind whatsoever arising from any said liability, injury, damage, loss, demand, claim, or action.**

#### ARTICLE 13. NON-EXCLUSIVITY

- A. Nothing herein contained shall be deemed to grant Turo any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended (the "Federal Aviation Act"), for the conduct of any activity at the Airport, except that, subject to the terms and provisions hereof, Turo shall have the right to operate at the Airport under the provisions of this Agreement.

#### ARTICLE 14. SUBORDINATION

- A. This Agreement is further subject and subordinate to the provisions of any agreement heretofore or hereafter made between City and the United States government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with provisions of the Federal Aviation Act. The parties incorporate herein by reference all provisions lawfully required to be contained herein by any Governmental Authority. In the event that a Governmental Authority requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Turo shall make or agree to such amendments, modifications, revisions, supplements, or deletions of any of the terms, condition, or

requirements of this Agreement as may be reasonably required and any expenses resulting from such amendments, modifications, revisions, supplements, or deletions shall be paid by City.

#### ARTICLE 15. NO WAIVER

- A. No waiver of a default by either party of any of the terms, covenants, or conditions herein to be performed, kept, and observed by the other party shall be construed as or shall operate as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the other party.

#### ARTICLE 15A. COSTS OF ENFORCEMENT

- A. If legal action is necessary to enforce the terms of this Agreement, Turo shall pay all of the City's costs incurred in taking such action, including, without limitation, attorneys' fees, solely if the City is the prevailing party in such legal action.

#### ARTICLE 16. NOTICES

- A. All notices, approvals, consents, demands, and other communications required by this Agreement must be in writing to be effective and be delivered or sent by certified United States Mail, postage prepaid, by a recognized overnight delivery service that provides registered and verifiable shipment or air bill tracking and delivery record, with costs prepaid, by hand-delivery, to the addresses set forth below:

To City:  
CITY OF CORPUS CHRISTI  
Corpus Christi International Airport  
Director of Aviation  
1000 International Drive  
Corpus Christi, TX 78406

To Turo:  
TURO INC.  
Legal - Airports  
111 Sutter Street, 12th Floor  
San Francisco, CA 94104

- B. The person and place to which notices are to be sent may be changed by a party hereto upon written notice to the other. A notice required or permitted hereunder shall be deemed received on the date that is three calendar days after the date on which the notice is deposited in the United States Mail if sent by certified mail, or, if personally delivered, on the date such personal delivery is made. If notice is given by a recognized delivery service, then the notice shall be deemed received by the addressee on the date on which the signature receipt is recorded by such recognized delivery service.



#### ARTICLE 17. HEADINGS

- A. The headings of the several sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

#### ARTICLE 18. SEVERABILITY

- A. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, the parties hereto agree that the material rights of either party hereto shall not be affected thereby except to the extent of such holding, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted here from.

#### ARTICLE 19. RIGHTS RESERVED

- A. The parties hereto further covenant and agree that City reserves the right to further develop or improve the Airport as it may see fit, regardless of the desires or views of Turo and without interference or hindrance by Turo.

#### ARTICLE 20. SUCCESSORS AND ASSIGNS

- A. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

#### ARTICLE 21. INTERPRETATION

- A. Words of any gender used in this Agreement shall be held and construed to include any other gender, words in the singular number shall be held to include the plural, and words in the plural number shall be held to include the singular unless the context otherwise requires.

#### ARTICLE 22. REPRESENTATION

- A. Everyone executing this Agreement on behalf of Turo warrants that he or she has full authority to execute this Agreement on behalf of Turo. The parties hereby agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

#### ARTICLE 23. VENUE

- A. This Agreement has been executed by, delivered to, and accepted by City, and the provisions hereof shall be governed by the laws of Texas, and any disputes arising out of or related to this Agreement shall be resolved in accordance with said laws. The parties agree that any action or legal proceeding arising out of or related to this Agreement shall be brought in the state courts of Nueces County, Texas, or in the federal court in closest

proximity to the City; and the parties hereby consent to and waive any objection to jurisdiction or venue in said courts.

#### ARTICLE 24. ENTIRETY OF AGREEMENT

- A. The Parties understand and agree that this instrument contains the entire agreement between them with respect to the subject matter herein. Each Party further understands and agrees that the other party and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement except as expressly set forth herein. Each Party acknowledges that it has thoroughly read this Agreement, including any exhibits or attachments, and has sought and received such competent advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein.
- B. No Director, officer, agent, or employee of City shall be charged personally or be held liable by or to Turo under any term or provision of this Agreement, or any amendment thereto, or because of any breach hereof, or because of its execution.

*Signatures on next page.*




IN WITNESS WHEREOF, the undersigned have duly executed this Lease as of the dates set forth below.

**CITY OF CORPUS CHRISTI**

**TURO, INC**

\_\_\_\_\_  
Heather Hurlbert, Assistant City Manager

DocuSigned by:  
  
\_\_\_\_\_  
B704FE0F5B66425...  
Alex Benn, President

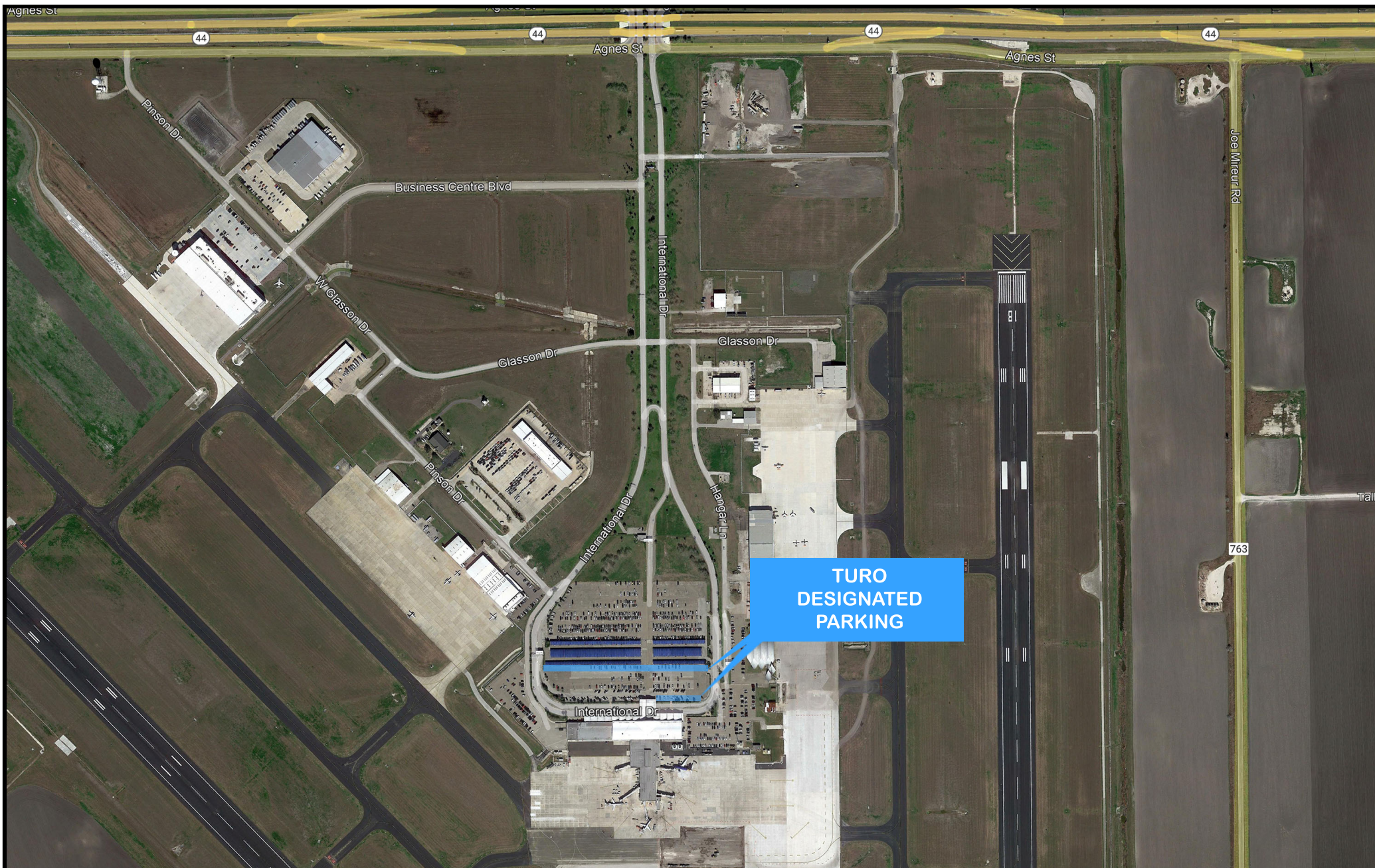
**ATTEST:**

\_\_\_\_\_  
Heather Hurlbert  
Assistant City Manager

Approved as to form: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney for Miles Risley,  
City Attorney





**TURO  
DESIGNATED  
PARKING**



**EXHIBIT A**  
**TURO SITE MAP**  
1000 International Drive

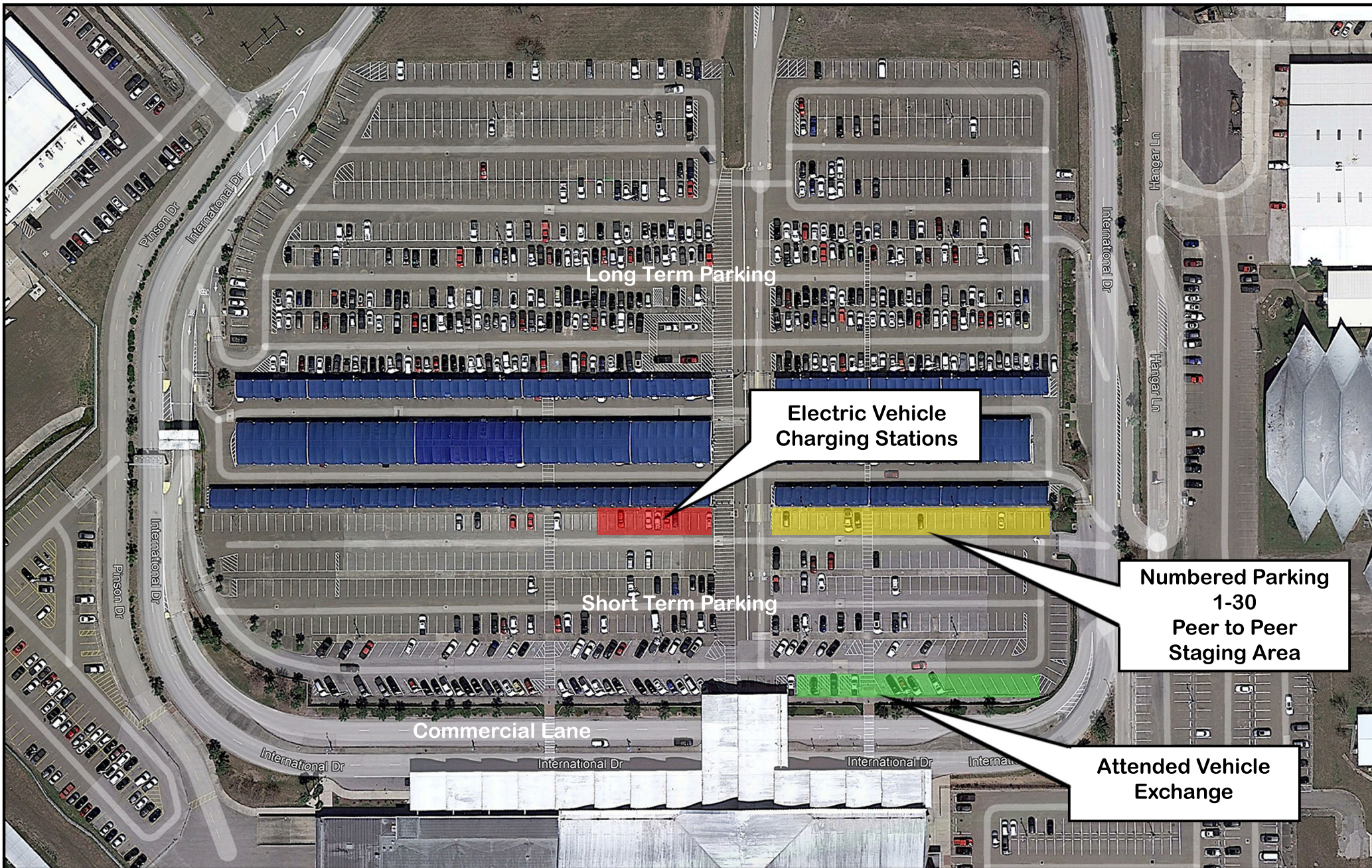
Not to Scale

Prepared by: Randy Schumann

Approved by: Kevin Smith

Date: 1/11/2023





**EXHIBIT A**  
**AUTHORIZED VEHICLE STAGING AREA**  
*1000 International Drive*

Not to Scale

Sheet No. 2 of 2

Prepared by: Randy Schumann

Approved by: Kevin Smith

Date: 1/11/2023





# Monthly Revenue Report

Peer to Peer Vehicle Sharing Service

## EXHIBIT B

Revised: 1/12/2024

COMPANY : \_\_\_\_\_ PERIOD : \_\_\_\_\_

(Month/Year)

DAY OF THE MONTH	TOTAL PICK UPS	TOTAL DROP OFFS	TOTAL TRANSACTIONS	GROSS SALES
1ST				
2ND				
3RD				
4TH				
5TH				
6TH				
7TH				
8TH				
9TH				
10TH				
11TH				
12TH				
13TH				
14TH				
15TH				
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>

DAY OF THE MONTH	TOTAL PICK UPS	TOTAL DROP OFFS	TOTAL TRANSACTIONS	GROSS SALES
16TH				
17TH				
18TH				
19TH				
20TH				
21ST				
22ND				
23RD				
24TH				
25TH				
26TH				
27TH				
28TH				
29TH				
30TH				
31ST				
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>

Total Pickups: 0

Total Drop-Offs: 0

Total Transactions: 0

Grand Total: 0

Total Gross Revenue: \$ -

Rate: 10%

**Total Due to CRP: \$ -**

Report (including revisions) and fees are due **on or before the 20th of each month**.

Must also include a detailed daily sales transaction report by owner.

### SIGNATURES

The undersigned hereby certifies that this report is a true, accurate, and complete statement of Company's Gross Revenue in accordance with the Lease Agreement for the month reported.

#### Prepared By

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature  
 Name  
 Title  
 Date Signed  
 M/D/YYYY

#### Management

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature  
 Name  
 Title  
 Date Signed  
 M/D/YYYY

**For CCIA Use Only**



**EXHIBIT C  
INSURANCE REQUIREMENTS**

**I. LESSEE’S LIABILITY INSURANCE**

- A. Lessee must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Lessee must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Lessee must furnish to the City’s Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City’s Risk Manager. The City must be listed as an additional insured on the General Liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and/or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence <input checked="" type="checkbox"/> \$2,000,000 Aggregate \$5,000,000 Per Occurrence <input type="checkbox"/> \$10,000,000 Per Occurrence <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
CRIME/EMPLOYEE DISHONESTY Lessee shall name the City of Corpus Christi, Texas as Loss Payee  (Insurance Limit Subject to Change Based on Risk Management Annual Review of Actual Receipts)	\$50,000 Per Occurrence Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
PERSONAL PROPERTY INSURANCE	Lessee, at their own expense, shall be responsible for insuring all owned, leased or rented personal property. Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
<b>Subcontractors</b> Lessee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Lessee shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13. Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>	

- C. In the event of accidents of any kind related to this agreement, Lessee must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

## II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Lessee must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Lessee will be promptly met.
- B. Lessee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Lessee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Lessee shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Lessee shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

- D. **Lessee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies must provide a waiver of subrogation in favor of the City; and
  - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Lessee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lessee's performance should there be a lapse in coverage at any time during this agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this agreement.



- F. In addition to any other remedies the City may have upon Lessee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Lessee to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Lessee hereunder until Lessee demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Lessee may be held responsible for payments of damages to persons or property resulting from Lessee's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Lessee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2023 Insurance Requirements Exhibit  
CCIA - Lease Agreement for TURO Inc. Peer to Peer Car Sharing  
10/26/2023 Risk Management – Legal Dept.

Version 1; Exhibit subject to revision by Risk Management upon finalized lease agreement, and any modifications to the original scope of work.

**Note:** This Exhibit applies to the lease agreement only, and does not apply to any construction or project funding. A separate review of insurance requirements and separate Exhibit will be required for construction operations or funding, if applicable.



**ATTACHMENT D: DISCLOSURE OF INTEREST FORM**

**CITY OF CORPUS CHRISTI  
DISCLOSURE OF INTEREST**

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements,

COMPANY NAME: Turo Inc.

P. O. BOX: \_\_\_\_\_ STREET ADDRESS: 111 Sutter Street, 12th Floor

CITY: San Francisco STATE: CA ZIP: 94104

FIRM IS: 1. Corporation  2.Partnership  3.Sole Owner   
4. Association  5.Other

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
<u>NA</u>	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
<u>NA</u>	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
<u>NA</u>	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
<u>NA</u>	_____
_____	_____
_____	_____

## FILING REQUIREMENTS

If a person who requests official action on a matter knows which the requested action will confer an economic benefit on any City official or employee which is distinguishable from the effect which the action will have on members of the public in general or a substantial segment thereof, you must disclose which fact in a signed writing to the City official, employee or body which has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure must also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

## CERTIFICATION

I certify which all information provided is true and correct as of the date of this statement, which I have not knowingly withheld disclosure of any information requested; and which supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Steven Peterson Title: Sr Director, Commercial Counsel

Signature of  
Certifying Person:  Date: 3/1/2024

## DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action which is likely to affect an economic interest if it is likely to have an effect on which interest which is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.