

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: September 8, 2026

RE: **Operating Agreement with Rasier, LLC**

Attached hereto for your consideration is a proposed Operating Agreement with Rasier, LLC for the operation of a transportation network service at Lakeland Linder International Airport (Airport). In response to increasing demand for rideshare services, the Airport has negotiated an agreement with Rasier, LLC, a wholly owned subsidiary of Uber Technologies, Inc., to allow its drivers to provide pre-arranged transportation services at the Airport, while ensuring its operations comply with all applicable City regulations and maintain the integrity of Airport ground transportation services. The Operating Agreement is non-exclusive, which enables the City to contract with other rideshare and/or transportation providers for similar services.

The Operating Agreement, subject to City Commission approval, is for an initial term of three (3) years, effective September 8, 2026. Either party may terminate the Agreement for any reason upon thirty (30) days written notice. The Agreement also contains four (4) additional one (1) year automatic renewal provisions, unless either party sends written notice of its intent to terminate the Agreement at least thirty (30) days prior to the end of the then current term.

Pursuant to the Operating Agreement, Rasier, LLC. is required to implement a Geo-Fence, which is a virtual perimeter around the Airport, to manage its operations and notify affiliated drivers of Airport-specific procedures. All drivers for Rasier, LLC are required to undergo criminal background checks every three (3) years, maintain proper insurance and provide digital records verifying their credentials, including their identity, vehicle details and waybill information. Rasier, LLC is also required to indemnify and hold harmless the City from any liabilities and damages caused by its negligence, recklessness or intentionally wrongful conduct.

Rasier, LLC will pay the City a monthly "Per Trip Fee" of \$1.75 when a driver picks up or drops off a passenger at the Airport. The Per Trip Fee is payable to the City within thirty (30) days after the close of each calendar month. Rasier, LLC is also responsible for submitting an operations report documenting the number of recorded trips for each month. The City has the right to audit Rasier, LLC's records to ensure compliance with the terms and conditions set forth in the Operating Agreement.

It is recommended that the City Commission approve the Operating Agreement with Rasier, LLC and authorize the appropriate City officials to finalize and execute all corresponding documents consistent with the above-specified terms.

Attachments



LAKELAND LINDER INTERNATIONAL AIRPORT TRANSPORTATION NETWORK OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the “Agreement”) is hereby made and entered into on the 8th day of September, 2026, by and between the **City of Lakeland, Florida**, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the “City”, located at 228 South Massachusetts Avenue, Lakeland, Florida 33801, and **Raiser, LLC**, located at 1725 3rd Street, San Francisco, California 94158, hereinafter referred to as the “Operator.” Operator and City are sometimes hereinafter referred to individually as a “Party” or collectively as the “Parties”.

WHEREAS, the City owns and operates a municipal airport known as the Lakeland Linder International Airport, located in Polk County, Florida (hereinafter “Airport”) and is the sponsor of the Airport under federal law; and

WHEREAS, Operator desires to operate a transportation network business at the Airport wherein the network provided by Operator will be used to connect passengers to independent contractor drivers to provide pre-arranged transportation services to passengers; and

WHEREAS, the City finds the provision and regulation of ground transportation services to Airport passengers to be in the public interest and essential to the operation of the Airport and aviation facilities; and

WHEREAS, the City has agreed to allow the Operator to conduct its business at the Airport, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

(a) “App” shall mean the mobile smartphone application or platform developed by Operator that connects passengers with Drivers/Vehicles, as provided by § 627.748.1(a) Fla. Stat.

(b) “Designated Areas” shall mean loading zones that are available to the general public to pick up and drop off passengers at the Airport.

(c) “Driver” means any individual who has been approved by Operator to use a vehicle to transport passengers whose rides are arranged through the Operator’s online-enabled application. For purposes of this Agreement, the term “Driver” applies at all times that Driver is on Airport property by reason of the driver’s relationship with the Operator, regardless of whether the Vehicle is carrying a passenger.

(d) “Monthly Fee” means the product of the following: (i) the number of Trips conducted by the Operator’s Vehicles in one calendar month, and (ii) the Per Trip Fee then in effect.

(e) “Per Trip Fee” means a fee of **\$1.75** for each Trip.

(f) “Trip” means each instance in which a Driver affiliated with an Operator enters Airport property and makes one or more stops to pick up or drop off one or more passengers on Airport property. A Trip

that occurs wholly within the Airport's Geofence (i.e., a pickup and drop off of the same passenger[s]) shall be considered one Trip, and only one fee will be remitted to the Airport.

(g) "Vehicle" shall mean the vehicle used by a Driver.

2. OPERATIONS

2.1. Designated Areas.

City grants to Operator the non-exclusive right to allow Drivers affiliated with Operator to use, in common with others so authorized, the Designated Areas set forth in **Exhibit "A"**, which is attached hereto and incorporated herein, to provide prearranged ground transportation services subject to the terms and conditions hereinafter set forth. Operator and its Drivers shall not have the right at any time to load or unload passengers at any other location on the Airport, except in the Designated Area or such other areas as may be assigned in writing from time-to-time by the Airport during the term of this Agreement.

2.2. Rights of Ingress and Egress. Drivers affiliated with Operator shall have the non-exclusive right of ingress and egress across Airport property to conduct their permitted operations hereunder, provided that such ingress and egress activity: (a) shall not impede or interfere, in any way, with the operation of the Airport by City or the use of the Airport by its tenants, passengers or employees; (b) shall be on roadways, and other areas designated by City from time to time; and (c) may be temporarily suspended by City in the event of an emergency or a threat to the Airport during the time period of such emergency or threat.

2.3. Changes to Airport. The City reserves the right, in its sole discretion, to designate or redesignate any Designated Area for use by Operator and its Drivers or other commercial vehicle operators and their drivers, providing services to the Airport. The City reserves for itself, and Operator acknowledges and agrees, that the size, configuration, location, manner and use of all roadways, terminals and the Designated Area for pick-up, drop-off and staging on the Airport may be altered, relocated or removed, in part or in its entirety, by the City at any time during the term of this Agreement as it determines solely for itself to be in the best interest of the City or the traveling public. The Operator also acknowledges and agrees that the Airport may, from time to time, undergo renovation, construction and other modifications and the City may from time to time adopt rules and regulations relating to security or other operational matters that may affect Operator's business. Operator further acknowledges and agrees that the City reserves the right to adopt or amend from time-to-time its Airport Rules and Regulations, Policies, Procedures and Operating Standards relating to security and all other operational matters of the Airport that may affect the Operator and its Drivers.

2.4. "As-Is" Condition. Operator accepts the Designated Area(s) and the Airport in their present condition and "as-is", without representation or warranty of any kind, and subject to all applicable laws, ordinances, rules and regulations.

2.5. Requirements. During the term of this Agreement, Operator shall have a non-exclusive, revocable license solely to: (a) operate a transportation network business at the Airport utilizing smart phone mobile application technology to connect passengers with pre-arranged transportation services for hire; (b) permit Drivers to access the Operator's App in order to transport such passengers and their personal baggage to and/or from the Airport in Vehicles; and (c) permit Drivers in providing rides matched through the Operator's App to use common-use Airport roadways for ingress and egress to and

from the Airport's passenger terminal. Nothing herein shall be deemed to grant Operator any exclusive right or privilege and operation of a transportation service business shall be subject to the terms and conditions set forth in this Agreement and all applicable ordinances, laws, rules and regulations.

2.6. **Geo-Fence.** Operator shall demonstrate to City that Operator has established a Geo-Fence to manage its airport business and shall notify affiliated Drivers about the geo-fence. For purposes of this Agreement Geo-Fence means a virtual perimeter that encompasses the real-world geographic area comprised by the Airport.

2.7. **Driver Requirements.** Pursuant to § 627.748.12 Fla. Stat., Operator shall be required to conduct, or have a third-party conduct, a local and national criminal background check on all Drivers providing transportation services pursuant to this Agreement. Operator shall conduct such background checks no less than every three (3) years on affiliated Drivers.

2.8. **Signage/Wayfinding.** City shall install and maintain, at its sole expense, signage that shows Drivers where the Designated Areas are located. The signage shall, at a minimum, display the following language: "Uber Staging Area." Additionally, City shall install and maintain, at its sole expense, appropriate wayfinding signage within the Airport terminals for the benefit of its passengers, indicating where the Designated Areas are located, as well as signage at the Designated Areas. The signage shall, at a minimum, display the following language: "Uber Pickup Area."

3. **TERM; TERMINATION**

3.1. **Term.** This Agreement shall be effective on September 8, 2026 (the "Effective Date") and shall be in effect for an initial term of three (3) years unless otherwise terminated as set forth in this Agreement. The term of this Agreement shall automatically renew for up to four (4) additional terms of one (1) year each, unless a Party sends a written notice of its intent to terminate to the other Party at least thirty (30) days prior to the end of the then current term.

3.2. **Commencement Date.** The "Commencement Date" means the date on which Operator has satisfied all of the following conditions, which date shall occur on or after the Effective Date:

(a) City shall have received certificates evidencing that Operator has obtained all insurance required by this Agreement.

(b) Operator shall have implemented a Geo-Fence. Operator will use the Geo-Fence and other tools, as appropriate, to manage its airport business and comply with the terms of this Agreement.

(c) Each Driver will maintain information on his or her smartphone while using the App that will be used in lieu of a tangible Airport decal or transponder. This information will allow the Airport to confirm the following information for any Driver or Vehicle using the App while on Airport grounds:

(1) Driver identity and color photo;

(2) Vehicle make, model;

(3) License plate number;

(4) Certificates of insurance; and

(5) An electronic waybill that meets the criteria set forth in Section 4.4.

3.3. **Termination**. This Agreement shall continue in force until terminated as hereinafter provided:

(a) City shall have the right to terminate this Agreement upon the occurrence of an Event of Default (hereinafter defined) if Operator has not cured such Event of Default within thirty (30) days after written notice thereof from City; or

(b) Either party may terminate this Agreement, at any time, for any reason, if the requesting Party gives not less than thirty (30) days' prior written notice thereof to the other Party.

4. USE

4.1. **Permitted Use**. Operator and Drivers may use the Designated Areas only for the uses specified in this Agreement (collectively, "Permitted Use") and for no other purpose and shall not conduct any activity or operations at the Airport that are not expressly authorized by this Agreement.

4.2. **Non-Exclusive**. Operator acknowledges and agrees that any right or privilege granted pursuant to this Agreement is non-exclusive and in no way establishes or vests in Operator any priority use of the Airport. Operator has no exclusive right to conduct the business described herein, and that City has the right, at all times, to arrange with others for similar activities at the Airport.

4.3. **Transportation Requirements**. In conducting its operations consisting solely of the Permitted Use, without limiting the generality of other provisions of this Agreement, Operator shall inform Drivers of the terms of this Agreement and the following transportation requirements, as may be amended from time to time by City:

(a) Each Driver shall maintain, within such driver's vehicle at all times while upon Airport grounds, a digital decal as described in Section 3.2(c);

(b) Each Driver shall be allowed to pick-up passengers at the Airport at the Designated Area, and will be allowed to drop-off passengers at the Designated Area;

(c) Each Driver must be able to produce, upon the request of any police officer or other City representative, an electronic waybill meeting the requirements of Section 4.4; and

(d) Once a Driver has made contact with the passenger(s) with whom such driver was matched, the Driver shall promptly load such passenger(s).

4.4. **Waybills**. In lieu of a physical waybill and as an explicit requirement of City under this Agreement, every passenger pick-up shall be documented electronically immediately after the completion of the ride to which it relates. Drivers shall, upon request, present a waybill to any City official for inspection.

4.5. **General Prohibited Activities**. Without limiting any other provision herein, Operator shall not, without the City's prior written consent: (a) cause or permit anything to be done, in or about the Designated Areas or the Airport, or bring or keep anything thereon, which would be reasonably likely to (i) increase, in any way, the rate of fire insurance on the Airport, (ii) create a nuisance, or (iii) obstruct or interfere with the rights of others on the Airport or injure or annoy them; (b) commit, or suffer to be

committed, any waste upon the Designated Areas or the Airport; (c) use, or allow the Designated Areas to be used, for any improper, immoral, unlawful or reasonably objectionable purpose; (d) place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within or adjacent to the Designated Areas or the roadways; or (e) do, or permit to be done, anything, in any way, which would be reasonably likely to materially injure the reputation or image of the City or appearance of the Airport.

4. 6. **Other Prohibited Activities**. Without limiting the generality of other provisions of this Agreement, Drivers affiliated with Operator shall be prohibited from engaging in the following:

(a) Turning off or disabling the App when a Vehicle is on Airport property, unless the Driver is departing the Airport after a drop-off;

(b) Any method used to circumvent the established Geo-Fence;

(c) Allowing operation of a Vehicle on Airport roadways by an unauthorized

driver; (d) Transporting a passenger in an unauthorized vehicle;

(e) Picking-up or discharging passengers, or their baggage, at any location other than the Designated Area(s);

(f) Failing to provide information, or providing false information, to police officers or Airport

personnel; (g) Displaying, to an Airport official, a waybill in an altered or fictitious form;

(h) Soliciting passengers on Airport property;

(i) Using or possessing any alcoholic beverage while on duty;

(j) Failing to operate a Vehicle in a safe manner;

(k) Failing to comply with posted speed limits and traffic control signs;

(l) Using profane or vulgar language;

(m) Attempting to solicit payment in excess of that authorized by law;

(n) Soliciting for or on behalf of any hotel, club, nightclub, or other business;

(o) Soliciting of any activity prohibited by the applicable laws, rules or regulations;

(p) Operating a Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;

(q) Disconnecting any pollution control equipment;

(r) Using or possessing any illegal drug or narcotic while on Airport property;

(s) Operating a vehicle without proper authorization or at any time during which Operator's authority is suspended or revoked;

(t) Engaging in any criminal activity; and

(u) Littering, misuse or destruction of Airport property, including, but not limited to, the Designated Area(s), staging area, terminal curbsides and other Airport facilities.

4.7. **Representative of Operator.** Operator shall provide the City with name, address, telephone and email address for at least one qualified representative authorized to represent and act for Operator in matters pertaining to its operation, and shall keep City informed, in writing, of the identity of each such person.

5. FEES; REPORTING; AND RECORDKEEPING

5. 1. Payment Requirements and Reports.

(a) Within thirty (30) days after the close of any calendar month, Operator shall submit its operations report to City for the previous calendar month (the "Monthly Report"). The Monthly Report shall be in an agreed-upon electronic format (as specified by City) and shall contain the total number of Trips for the reporting period. All such information shall be accurate at all times.

(b) Operator agrees to pay a ("Monthly Fee") to the City, which shall constitute a total of the Per Trip Fees assessed for each pick-up or drop-off in the relevant month. The Monthly Fee is due, in full, and received by the City, within thirty (30) days after the close of any calendar month. All payments hereunder, including Monthly Fees, shall be paid at the office of the City, or at such other place or manner as City may designate in writing.

(c) All payments hereunder, including Monthly Fees, shall be paid in lawful money of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind. Any payments hereunder, including Monthly Fees, not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month, or if lower, the maximum amount allowed by law.

5.2. Books and Records.

(a) Operator agrees to maintain and make available (in physical or electronic form) to City at Operator's place of business or a mutually agreed upon third party location, during regular business hours, accurate and detailed books and accounting records reflecting its performance of its obligations as set forth in this Agreement. Operator shall use either reasonable efforts to work towards maintaining such books and records in accordance with generally accepted accounting principles ("GAAP") or shall maintain in accordance with GAAP, unless otherwise agreed to by the City. Upon City's reasonable prior written request, which shall not occur more than once per calendar year, Operator shall permit the City to audit and examine such books and records relating to its performance of its obligations as set forth in this Agreement for the preceding twelve (12) month period at Operator's place of business or a mutually agreed upon third party location. Operator shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years.

(b) Should any examination, inspection and audit of Operator's books and records by the City disclose an underpayment by Operator of the consideration due, Operator shall promptly pay City the amount of

such underpayment. If said underpayment exceeds five percent (5%) of the consideration due, Operator shall reimburse the City for all reasonable costs incurred in the conduct of such examination, inspection and audit. Should any examination, inspection and audit of Operator's books and records by the City disclose an overpayment by Operator of the consideration due, City shall promptly reimburse Operator such overpayment or authorize a credit of such amount against future monthly payments.

6. ASSIGNMENT

6.1. **No Assignment.** Operator shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, without City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed (the term "Transfer" shall mean any such assignment, encumbrance, or transfer). City's consent to one Transfer shall not be deemed a consent to any subsequent Transfers. Any Transfer made without City's written consent shall constitute a default hereunder and shall be voidable at City's election. Notwithstanding the above, Operator shall retain the right to transfer this Agreement, or any right hereunder, to an affiliate of Operator upon prior written notice to the City.

6.2. **Change of Control.** The sale or other transfer of a controlling percentage of the capital stock or membership interests of Operator, whether by merger, stock sale or otherwise, or the sale or transfer of more than fifty percent (50%) of the value of the assets of Operator related to the operations hereunder, shall be deemed a Change of Control, not a Transfer, and shall not be subject to the restrictions in Section 6.1, except the requirement to provide City with written notice of such Change of Control. The phrase "controlling percentage" means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of Operator's capital stock or interests issued, outstanding and entitled to vote for the election of directors.

7. COMPLIANCE WITH LAWS

At all times, Operator shall cause its use of the Airport and its operations under this Agreement to comply with all applicable laws, ordinances, orders, directives, rules, codes, regulations and decrees of federal, state and local governmental entities and agencies, and their respective departments, agencies, authorities and boards (individually, a "Governmental Entity", or collectively, "Governmental Entities"), and all grant assurances provided by City to any federal or state Governmental Entity in connection with the City's ownership or operation of the Airport, and all other applicable rules, regulations, policies, and procedures of City, as the same may be amended, modified or updated from time to time, including, but not limited to, those relating to health and safety, especially those pertaining to public safety such as safe driving practices, seat belts, and child seats/restraints. For purposes of this Agreement, the term "Governmental Entity" shall also mean and include, without limitation, City, State of Florida, U.S. Department of Transportation, Federal Aviation Administration, and Transportation Security Administration.

8. INSURANCE

8.1. **Waiver of Subrogation.** Operator covenants and agrees that City shall not, at any time or to any extent whatsoever, be liable, responsible, or in any way accountable for any losses, liabilities, judgments, suits, claims, damages, costs and expenses, of any kind or nature (collectively, "Losses"), which (a) at any time after the effective date of this Agreement may be suffered or sustained by Operator or any Driver arising out of Operator's operations, or (b) are caused, in whole or in part, by any act or omission (whether negligent, non-negligent or otherwise) of Operator or any Driver. This waiver shall not

extend to such Losses caused in whole or in part by any act, omission or negligence of City or its employees, officers, directors, contractors or agents, including Losses caused by the sole gross negligence or willful misconduct of City.

8.2. **Insurance.** Operator shall procure and maintain, at its sole cost and expense and at all times during the term of this Agreement, insurance of the kind and in the amount hereinafter provided, by insurance companies rated "A-, VII" or better by A.M. Best and eligible to do business in the State of Florida, or Florida Department of Insurance approved eligible surplus lines insurer. Prior to the Commencement Date, Operator shall provide a certificate of insurance to City showing that Operator has complied with the obligations of this Section. The certificate of insurance required of this Section shall provide an obligation that Operator provide the certificate holder (City) with at least thirty (30) days prior written notice of cancellation. The following insurance coverages are required to be provided by Operator under this Agreement:

(a) Operator will maintain Driver Automobile Insurance in the United States which will include coverage for bodily injury and property damage arising out of the ownership, maintenance or use of non-owned vehicles operated by Drivers operating on the Uber platform, with the following limits and coverages while engaged in a prearranged passenger trip: (i) liability coverage limits of \$1,000,000 combined single limit per accident or higher as required by applicable state law, (ii) uninsured/underinsured motorist coverage as required by applicable state law, and (iii) other coverages as required by applicable state law.

(b) Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, insuring the Operator from liability from bodily injury (including wrongful death), personal injury, and damage to property resulting from the performance of this Agreement by Operator. The limits of the foregoing insurance shall not, in any way, limit the liability of Operator under the terms of this Agreement. In addition, the foregoing insurance policies are primary insurance to any other insurance held by City with respect to obligations assumed by Operator under this Agreement.

(c) Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Operator will provide a copy of State Workers' Compensation exemption. Workers' Compensation coverage does not apply to independent contractor Drivers.

(d) Nothing in this Agreement shall be construed to alter, waive, or expand the sovereign immunity limits applicable to the City of Lakeland under Florida law.

8.3. **Notice.** Each Party hereto shall give to the other Party, prompt and timely written notice of any loss arising out of this Agreement, meaning any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorney's fees, investigation costs, remediation costs, and court costs), of any kind or nature, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either Party, and each shall have the right to participate in the defense of the same to the extent of its own interest.

9. **INDEMNIFICATION.** Operator shall indemnify and hold harmless the City, its members, officers, employees and agents in accordance with the terms and conditions set forth in **Exhibit "B"**.

10. CONFIDENTIALITY OF RECORDS. Any information that Operator makes available to City pursuant to this Agreement that is deemed to be confidential and proprietary information (“Operator’s confidential information”), which is marked as such, shall not be disclosed to anyone without Operator’s express written permission unless required to be disclosed by applicable law or a court order; including without limitation Florida Statute Chapter 119, the Florida Public Records Act, provided that City notifies Operator of such requirement promptly prior to disclosure, and provided further that City makes diligent efforts to limit disclosure pursuant to any available exemption set forth in applicable law. If the City determines that it must disclose such information, then the City will provide Operator sufficient prior written notice of the proposed disclosure such that Operator may seek court intervention concerning the potential disclosure of Operator’s confidential information. If City is required to release Operator’s confidential information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law and the final judgment.

11. DEFAULT; REMEDIES

11.1. Event of Default. The occurrence of any one or more of the following events shall constitute a breach of this Agreement and an “Event of Default”:

(a) Failure of Operator to pay Monthly Fees (or to submit any Monthly Report), or to make any other payment required hereunder, when due to City, and such failure shall continue beyond the date specified in a written notice of such breach or default from City, which date shall be no earlier than the tenth (10th) business day after the effective date of such notice;

(b) A Transfer occurs without the prior written approval of the City as set forth in Section 6.1;

(c) Operator’s failure to obtain and maintain the insurance required hereunder, or to provide copies of the insurance certificates to the City as required herein; or

(d) Operator’s failure to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement, and such failure continues for a period of more than thirty (30) days after delivery by City of a written notice thereof.

11.2. Remedies. Upon the occurrence and during the continuance of an Event of Default following Operator’s failure to cure, City shall, in addition to any and all other rights and remedies available to the City under this Agreement, at law, or in equity City may elect to terminate this Agreement. In accordance with applicable laws, Operator will remain liable for all payments or other sums due at termination of the Agreement and the parties shall remain liable for all damages suffered by either party because of the other party’s breach of any of the covenants set forth in this Agreement.

11.3 Fines/Penalties. By operating on the Airport, Operator and Drivers affiliated with Operator shall be subject to applicable laws, ordinances, rules and regulations including any fines or penalties in connection therewith. City shall have no obligation to Operator to impose fines on, or otherwise take action against, any other person or entity at the Airport.

12. GOVERNMENTAL PROVISIONS

12.1. No Representations. Operator acknowledges and agrees that neither City, nor any person on behalf of City, has made, and City hereby disclaims, any representations or warranties, express or

implied, regarding the business venture proposed by Operator at the Airport, including any statements relating to the potential success or profitability of such venture. Operator represents and warrants that it has made an independent investigation of all aspects of the business venture contemplated by this Agreement.

12.2. **Limitation on Damages.** Notwithstanding anything in this Agreement to the contrary, in no event will either party be liable to the other party for any consequential, incidental or special damages, or lost revenues or lost profits.

12.3. **Federal Nondiscrimination.** Operator understands and acknowledges that City has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A - Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to City for certain Airport programs and activities, and that City is required under said Regulations to include in every agreement or concession pursuant to which any person or persons other than City, operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Operator agrees, as applicable:

“Operator, in its operation at and use of [Airport], covenants that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the grantee, licensee, permittee, etc., shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.”

13. GENERAL PROVISIONS

13.1. **Notices.** Except as otherwise specifically provided in this Agreement, any notice, demand or other correspondence given under this Agreement shall be in writing and given by prepaid certified mail (return receipt requested), or reputable overnight courier (such as Federal Express), to: (a) Operator at its Notice Address; or (b) City at its Notice Address; or (c) such other address as either Operator or City may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received, and effective, two (2) days after the date when it is mailed. For convenience of the Parties, copies of notices may also be given by facsimile or electronic mail; however, neither Party may give official or binding notice by facsimile or electronic mail.

Operator's Notice Address: Rasier LLC (c/o Uber Technologies, Inc.)

Attn: Airport Operations
1725 3rd Street
San Francisco, CA 94158
to Legal Department at: regulatory@uber.com
w/ electronic copy to: us-airports@uber.com

City's Notice Address: Lakeland Linder International Airport

Attn: Airport Director
3900 Don Emerson Drive, Suite 210
Lakeland, FL 33811
Adam.Lunn@lakelandgov.net

13.2. **Public Records.** Operator shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by the Operator in performance of services pursuant to this Agreement.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KELLY S. KOOS - CITY CLERK AT: PHONE:863-834-6264, E-MAIL: cityclerk@LAKELANDGOV.NET; ADDRESS: ATTN: CITY CLERK, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801

In accordance with Florida Statute §119.0701, Operator shall keep and maintain public records required by the City in performance of services pursuant to this Agreement. Upon request from the City's custodian of public records, Operator shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Operator shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following termination or expiration of the Agreement if the Operator does not transfer the records to the City. Operator shall, upon expiration or termination of the Agreement, transfer, at no cost, to the City all public records in possession of the Operator or keep and maintain public records required by the City to perform services pursuant to the Agreement. If the Operator transfers all public records to the City upon termination or expiration of the Agreement, the Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Operator keeps and maintains public records upon termination or expiration of the Agreement, the Operator shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

13.3. **Waiver of Performance.** The waiver by either Party of performance of any provisions of this Agreement shall not constitute a future waiver of performance of such provisions.

13.4. **Entire Agreement.** The Parties intend that this Agreement shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no

extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

13.5. **Amendments.** Except as specifically provided herein, amendments to this Agreement require written agreement of the Parties. Notwithstanding the foregoing, if a Governmental Entity requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Operator shall agree to make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.

13.6. **Interpretation.** The headings and captions of this Agreement have been inserted for convenience of reference only, and such captions or headings shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

13.7. **Successors and Assigns.** Subject to the provisions of Section 6, the terms and conditions contained in this Agreement shall bind and inure to the benefit of Operator and City, and, except as otherwise provided herein, to their personal representatives and successors and assigns.

13.8. **Severability.** If any provision of this Agreement or the application thereof to any person, entity or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

13.9. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. Any dispute arising out of this Agreement, including, but not limited to, any issues relating to the existence, validity, formation, interpretation or breach of this Agreement, shall be brought and litigated exclusively in a state court located in Polk County, Florida or the U.S. District Court in and for the Middle District of Florida, Tampa Division, and the Parties consent to the exclusive jurisdiction thereof.

13.10 **Scrutinized Companies or Other Entities.** Pursuant to Florida Statute §287.135(3)(b)2., the City may terminate this Agreement with Operator if Operator is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel or is engaged in a boycott of Israel.

13.11 **Affidavit Regarding the Use of Coercion for Labor and Services.** Florida Statute §787.06(14), requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an Affidavit, attached hereto as **Exhibit "C"** signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

13.12. **Authority.** Operator represents and warrants that Operator is a duly authorized and existing entity, that Operator has and is duly qualified to do business in Florida, that Operator has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of Operator are authorized to do so. Upon City's request, Operator shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

13.13 **Subordination to Federal Agreements.** This Agreement is subject and subordinate to all the terms and conditions of any instruments and documents under which the City acquired the land or improvements thereon constituting the Airport. This Agreement shall be subject to and subordinate to the provisions of any existing or future agreements between the City and the United States of America, or any of its agencies, relative to the operation and maintenance of the Airport, the terms and execution of which have been, or may be, required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity ("Grant Assurances"). In the event this Agreement, either on its own or by any other reason, conflicts with or violates any such Grant Assurances, the City has the right to amend, alter or otherwise modify the term of this Agreement to resolve the conflict or violation.

13.14 **Federal Government Emergency Clause.** All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operation of the Airport.

13.15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the Effective Date first written above.

CITY OF LAKELAND, FLORIDA

By: _____
Sara Roberts McCarley, Mayor

ATTEST:

By: _____
Kelly S. Koos, City Clerk

Approved as to form and correctness:

By: _____
Palmer C. Davis, City Attorney

OPERATOR

By: _____
(Signature)

Printed Name/Title

Attest:

By: _____
(Signature)

Printed Name/Title

EXHIBIT "A"



EXHIBIT "B"

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, the Operator shall indemnify and hold harmless the City, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, (collectively, "Claims") to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Operator and other persons employed or utilized by the Operator in the performance of this Agreement except to the extent the Claims were caused by negligent or willful misconduct of the City or any of its officers, employees, or agents.

In any and all claims against the City, or any of its officers or employees, by any person employed or utilized by the Operator in the performance of this Agreement, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Operator or any other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Operator, or any other person or organization.

Applicability: It is the express intent of the Operator that this agreement shall apply to this Agreement for its duration.

Subrogation: The Operator and its subcontractors who operate on airport property shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, except for "Professional Liability." In the case of "Professional Liability," the Operator and its subcontractors who operate on airport property shall require their insurance carriers to waive all rights of subrogation except in situations where negligence is shown on the part of the City.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

OPERATOR

BY: _____
Signature of Owner or Officer

E-mail:

Organization Phone Number:

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me, by means of physical presence this _____ day of _____, 2026.

by _____, of _____.

Printed Name of Owner / Officer Corporate or Company Name

He/she is personally known to me or has produced _____ as State Driver's License Number identification, and did _____ / did not _____ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Notary Seal

Exhibit "C" HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(14), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Lakeland, Florida (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a Nongovernmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Notary Public Signature

(Affix Notary Stamp or Seal) Print, Type or Stamp Name of Notary: _____

My commission expires: _____

