

125 Customer Facility Charges – Effective January 1, 2014

For all transactions occurring on or after February 1, 2023 reservations (except those transactions resulting from a reservation placed prior to the effective date of this Rule 125) there is hereby imposed a Customer Facility Charge (CFC) of ~~two-six~~ dollars and ~~fifteen-zero~~ cents (\$~~6.002-15~~) per Rental Car Transaction Day for all Airport Customers to be collected by all On-Airport Rental Car Companies.

125.1 The CFC is imposed pursuant to the provisions of Chapter 5 and Sections 5-15 and 5-16 of the Revised Municipal Code of the City and County of Denver. The CFC amount shall be established based on the estimated costs, fees, and expenses associated with the operation, management, improvement, financing, maintenance, and expansion of the existing rental car facilities, rental car facility area, and related transportation facilities and the planning and design of potential future phases of the rental car program. The CFC may be collected in advance for future use. The CFC may be used to pay, or reimburse the Airport, for costs associated with the operation, management, improvement, enhancement, renovation, and expansion of the existing rental car facilities, rental car facility area, and related transportation facilities, ground or common-use transportation facilities or equipment related to or used for the existing or future rental car facilities, and the planning, design, equipping, construction, development, acquisition, and other related costs of future phases of the rental car program. Any or all of the CFC's may be pledged to the punctual payment of debt service on obligations issued by or on behalf of the Airport for the cost of a consolidated rental car facility and related transportation facilities and equipment, and to create and maintain reasonable reserves.

125.2 "Airport Customer" means a customer of an On-Airport Rental Car Company who has arrived at the Airport within 24 hours previous to either entering into a vehicle rental agreement at the Airport or taking delivery of a rented vehicle from an On-Airport Car Company location within zip codes 80010, 80011, 80012, 80016, 80019, 80022, 80207, 80238, 80239, or 80249, regardless of where the vehicle is returned. The term "Airport Customer" shall mean any user of the Airport who has arrived at the Airport within 24 hours previous to entering into a motor vehicle rental agreement at any location on Airport premises, including fixed-base operators, or who is transported to an off-airport business location of an On-Airport Rental Car Company within a twenty (20) mile radius of the airport via a ground transportation vehicle for the purpose of entering into an automobile rental agreement, and shall include customers obtained through discount arrangements whereby the rental car company provides discounts on rentals to any airlines, cruise lines, or other person, firm, or entity.

125.3 The term "On-Airport Rental Car Company" shall mean a rental car company who has entered into a concession ~~and-or~~ lease agreement, or such other agreement for operation at the Airport, with the City to rent ~~automobiles-motor vehicles~~ to Airport Customers from the airport premises.

125.4 The term "Rental Car Transaction Day" shall mean a twenty-four (24) hour period, or fraction thereof, for which an Airport Customer is provided the use of a rental motor vehicle for compensation regardless of the duration or length of the rental term. However, if the same rental motor vehicle is rented to more than one customer within one continuous twenty-four (24) hour period, then each such rental shall be calculated as a Rental Car Transaction Day. A grace period of no more than two (2) hours after the last 24-hour day booked shall not be considered a separate Rental Car Transaction Day.

125.5 All CFCs collected by all On-Airport Rental Car Companies are and shall be trust funds held by the On-Airport Rental Car Companies for the benefit of the City. On-Airport Rental Car Companies and their agents hold only a possessory interest in the CFCs, and no legal or equitable interest. All On-Airport Rental Car Companies shall segregate, separately account for and disclose all CFCs as trust funds in their financial statements, and shall maintain adequate records that account for all CFC's charged and collected. Failure to segregate the CFCs shall not alter or eliminate their trust fund nature. The City shall have the right to audit the CFC records upon reasonable notice.

~~125.4~~125.6 ~~E.~~ All CFCs that were collected or should have been collected shall be remitted to the City no later than the 20th day of the calendar month following their collection (or the first business day thereafter if the 20th day is not a business day) and all collection, handling and remittance of CFCs shall comply with the provisions of the Concession Agreements for the rental car companies, or such other agreement for operation at the Airport.

~~125.5~~125.7 Each On-Airport Rental Car Company collecting CFCs shall file monthly reports with the Airport providing an accounting of funds collected and funds remitted. The following requirements shall apply to such reports:

1. Reports shall include the total CFC revenue collected, the total CFC revenue refunded to airport customers, and the

dates and amounts of each remittance for the month.

2. Reports shall be filed on or before the 20th day of the calendar month following the calendar month for which funds were collected.

~~125.61~~125.8 Each On-Airport Rental Car Company collecting CFCs shall comply with any record keeping and auditing requirements ~~of the Concession Agreement~~contained in any agreement between the On-Airport Rental Car Company and the City.