

City of Charlotte
Charlotte Douglas International Airport
COMMERCIAL VEHICLE OPERATING
AGREEMENT

THIS AGREEMENT, by and between the City of Charlotte (the "City") and _____, **dba** _____ [if **different from above**], licensed under the laws of the State of North Carolina, and in accordance with all Federal and local ordinances and statutes as applicable (the "Operator").

Background and Purpose

1. The City operates Charlotte Douglas International Airport (the "Airport") located at 5501 Josh Birmingham Parkway, Charlotte, North Carolina 28208, and is empowered to establish rules and fees for the operation and use of the airport, including but not limited to operation of the Commercial Vehicle Lane.
2. The Operator operates a Commercial Vehicle Service that will engage in business operations from time to time on Airport property without a concession contract or facility on Airport property.
3. The City and the [Company] shall hereafter each be a "Party" (collectively the "Parties") to this Commercial Vehicle Operating Agreement (the "Agreement") which shall serve as the basis for the contractual relationship between the Parties.

AGREEMENT

1. **Definitions.** Unless otherwise defined in this Agreement, all definitions set out in **Chapter 4, Article IV, §4-102.** and **Chapter 22, Article II, Division 1, §22-101.** of the Charlotte City Code (the "Code") shall be applicable to this Agreement. Additionally, the term "Aviation Director" or "Director" shall mean the Chief Executive Officer and Aviation Director of the Charlotte-Douglas International Airport, or such designee or delegate of the Director.
2. **Term.** This Agreement shall be effective on the date of the last execution signature and shall continue through June 30th of the following year (the "Initial Term"). Unless as otherwise provided herein, this Agreement shall automatically renew for one year from July 1st through June 30th (an "Extension Term") unless otherwise terminated in writing by either Party within fifteen (15) business days prior to the end of the then current Initial or Extension Term. However, at any time either Party may terminate this Agreement by giving no less than thirty (30) days written notice to the other Party.

3. Privileges.

- (a) The City hereby authorizes the Operator to operate the vehicles designated on the summary sheet attached and incorporated by reference as **Exhibit B** for conducting their business from designated Airport locations subject to the terms, conditions and other provisions of this Agreement, and such ordinances, rules, regulations, and directives as may, from time to time, be established by the City or the Director. The City shall provide the Operator the privilege of using certain areas at the Airport, as may be designated by the Director, pursuant to the Airport's Rules and Regulations (the "Rules") attached and incorporated by reference as **Exhibit C**. The Operator shall operate its vehicles on terminal roadways in accordance with the Rules. This Agreement shall serve as the Operator's Permit in accordance with **Section 4**.
- (b) The Operator shall require its vehicles and its drivers to strictly comply with all applicable laws, ordinances, rules, regulations, and directives.
- (c) Vehicles operated under this Agreement may at any time be subject to inspection and approval by the Director to ensure compliance with this Agreement and the Rules.
- (d) **Exhibit B** may be amended through mutual agreement of the Parties. At least ten business days prior to the usage of any subject vehicle, the Operator shall submit any requested modifications of **Exhibit B** to the Director. Absent unforeseen circumstances, the Director will attempt to, within five (5) business days, approve or deny the requested modification. If the requested modification is denied, the Operator will be provided an opportunity to cure the deficiency, indicating the information needed for approval. Upon approval, the modified **Exhibit B** will be immediately incorporated into the Agreement. It is the Operator's responsibility to notify the Airport of any subject vehicles that are no longer associated with the Operator's Permit.
- (e) The City has the authority to unilaterally modify **Exhibit C** as described below. The Director shall provide thirty (30) days notification for any modification to **Exhibit C**, which will be signed by the Operator indicating the receipt and acceptance of such modifications. Upon acceptance, the addendum will be incorporated into this Agreement. If the Operator does not accept such modifications, the Operating Agreement will terminate at the end of the notification period.
- (f) The Parties agree that the privileges granted in this Agreement are non-exclusive and in no way does this Agreement establish or vest in the Operator any priority use of the facilities relative to other commercial users of the facilities, nor does it restrict the City or the Director from assigning exclusive or priority uses of Airport facilities to others.

4. Issuance of Airport Commercial Vehicle Permit. Upon the Effective Date, this Agreement shall serve as the Operator's Permit (the "Permit" or "CVP") for use of the Airport and the business benefits that the Operator derives from that usage, including but not limited to the flow of air travelers that use Airport facilities and create a pool of potential customers for the Operator. After the Effective Date, the City will communicate to the Operator to schedule an appointment for inspection of vehicles and issuance of the decals. Upon completion of the inspection and concurrent with issuance of the decal, the City will issue the Operator a Commercial Vehicle Access Control Reader (the "Reader") containing such information and requirements as the Director has currently established. Only vehicles acceptable to the City will be issued a Reader. If a Reader is lost, stolen, broken, or removed due to vehicle repairs (e.g., replacement of a windshield) the Operator shall immediately submit to the Director a written request for a substitute or replacement Reader. For purposes of this section, the request may be made via email as detailed in **Section 20**. The cost for a replacement or substitution of a lost, stolen, or broken Reader shall in accordance with **Exhibit A**.

5. Charges, Fees, and Accounting.

(a) During the Initial Term and any Extension Term(s) of this Agreement, Operator shall pay the City a one-time Decal & Vehicle Registration Fee as well as an annual Permit Renewal Fee for the privilege of using the Airport in accordance with the rates that are attached and incorporated by reference as **Exhibit A**.

- Operator shall pay a new Permit Renewal Fee for any Legal Business Name change or for modification of any name by which the Operator does business by ("DBA Name"), and such new entity will be required to enter into a new Agreement with the Airport.
- Operator shall pay a new Vehicle Registration Fee for any new vehicle.
- The City, in its sole discretion, reserves the right to modify **Exhibit A**, but will provide the Operator at least thirty (30) days' notice of such change. Upon such change, the City will provide the Operator an addendum with the new **Exhibit A** which will be signed indicating the receipt and understanding of the Operator. Such addendum will be incorporated into this Agreement. If the Operator does not accept such modifications, the Operating Agreement will terminate at the end of the notification period.

(b) Commercial Vehicles that enter the Airport for the purposes of drop off or pick up shall be assessed a trip fee in accordance with **Exhibit A**. This fee shall be tracked by the City

and invoiced monthly in addition to any other required charges or fees based on Operator type.

(c) The City shall track entry to Airport premises through use of the Reader and shall invoice Operators based on this amount. There are penalties for tampering with or disabling a Reader in accordance with **Exhibit C**.

(d) The Operator shall be legally responsible for all fees associated with this Agreement. This shall include vehicles that have not been removed from **Exhibit B** that continue to use the Airport while using a Reader affiliated with the Operator's Permit.

(e) All fees shall be payable monthly to the City at the address set forth below:

Accounts Payable

Charlotte Douglas International Airport

P. O. Box 19066

Charlotte, NC 28219

Fees for annual permits shall not be prorated where issued for less than twelve months.

Fees shall be payable by check to the address listed above.

6. Maintenance and Cleaning of Equipment. All vehicles operated by Operator on Airport property will be maintained as required by any applicable Federal or State statute, local ordinance, and the Rules of the Airport.

7. Indemnification. It is an express condition of this Agreement that, except where otherwise specifically provided or where caused solely by its negligence, City, its elected officials, officers, agents, and employees shall be free from any and all claims, debts, demands, liabilities, or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury, or damage to any person or persons or damage or destruction of property or loss of use of such property, whether it be the person(s) or property of the Operator, its agents or employees, or of any third Party or person(s), due to the conduct of the Operator, its agents or employees arising from Operator's operations under the terms of this Agreement or allegations or allegations of operations; and Operator shall indemnify, defend, and hold harmless City, its elected officials, officers, agents, and employees against and from any and all such claims, demands, debts, liabilities, and causes of action (including, without limit, attorney fees and costs).

8. Insurance. The Operator shall maintain in force during the term of this Agreement comprehensive commercial general liability insurance and automobile liability insurance, each in the minimum amount of \$1,000,000 per occurrence. Such insurance policies shall include contractual liability coverage for (i) the indemnification obligation as established in **Section 7**, (ii) products hazard coverage, and (iii) broad form property coverage. A certificate or certificates

evidencing such insurance coverage shall be filed with the City at all times during the Initial Term and any Extension Term(s) of this Agreement and said certificate or certificates shall provide that such insurance coverage will not be cancelled, reduced, or the coverage materially changed without at least thirty (30) days' prior notice to the City. At least thirty (30) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled, reduced, or materially changed, the Operator shall, within fifteen (15) days after receipt of written notice from the City of such cancellation, reduction, or adverse material change or coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Any lapse in insurance coverage shall constitute an automatic termination of any Permit then held by the Operator and the Operator shall be required to satisfy the requirements of this Agreement in order to obtain a new Permit. The City shall be listed as an additional insured on such policy or policies provided for under this section.

Each year a new certificate evidencing the required insurance shall be provided to the City no later than July 15th of any Initial Term or Extension Term. If the Operator's insurance is termed to end with the Fiscal Year, a new form shall be provided. If the Operator's insurance has been renewed at a prior date during the Fiscal Year, the Operator may provide that prior documentation.

The Operator shall also ensure that all Drivers, including those working for the Operator as an independent contractor, maintains no less than the minimum coverage required by law, including without limitation, the State of North Carolina, and Chapter 22 of the Charlotte City Code of Ordinances.

9. Compliance with the Laws. The Operator shall observe and obey all Rules, as contained in this Agreement and exhibits, and to comply with all applicable laws of Federal, State, and local governments. The Operator shall ensure that its drivers, employees, and those independently contracted will comply with all such laws, Rules, and with traffic control procedures and instructions of Airport personnel.

10. Standard of Operation. The Operator shall be responsible for proper personal conduct of all drivers, including those working as independent contractors, operating vehicles pursuant to this Agreement, and all drivers shall conform to reasonable standards of appearance and decorum. The Operator further agrees to remove from Airport service any driver whose conduct the Director deems to be detrimental to the best interest of the Airport or the traveling public. The Operator shall provide services of the highest quality to members of the general public. At all times the

general public shall be given the highest consideration and the Operator shall not unreasonably withhold service from any person seeking transportation.

11. Enforcement. The Director is responsible for the enforcement of the Rules. The Operator is responsible for the actions, commissions, or omissions of its drivers, employees, independent contractors, and agents.

12. Termination. The City has the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

- (a) The occurrence of any act which operates to deprive the Operator of the rights, powers, licenses, permits, privileges, and authorizations necessary for the proper and lawful conduct and operation of the services authorized by this Agreement.
- (b) The filing by or against the Operator of any petition in bankruptcy.
- (c) The making by the Operator of an assignment for the benefit of creditors.
- (d) The abandonment or discontinuance of the operations and services by the Operator subject to the procedures established in **Section 13**.
- (e) The nonpayment of fees due to the City and such nonpayment is continuing for a period of three (3) business days from the date written notice has been received by the Operator from the City through its Director; provided, however that the City shall not be required to give written notice to the Operator before terminating this Agreement if the Operator has been delinquent in paying its fees more than two (2) times during any twelve (12) month period, and the Operator has received written notice for the two prior delinquencies.
- (f) The failure by the Operator to perform, keep, and observe any other of the material terms, covenants, and conditions in this Agreement, excepting those specifically listed in this paragraph above, required on the part of the Operator to be performed, kept, or observed, after the expiration of five (5) business days from the date written notice has been received by the Operator to correct such default or breach; provided, however that the City shall not be required to give written notice to the Operator before terminating this Agreement if Operator has received written notices for failure to perform more than two (2) times during any twelve (12) month period.
- (g) The continuous or repeated violation of the Rules governing the applicable class of vehicle, provided, however that the Operator shall be advised of its continuous or repeated violation of the Rules in writing and the Operator shall thereafter have ten (10) days to cure such violations.
- (h) The City's right to terminate this Agreement as set forth in this Agreement is in addition to, and does not waive any other such rights that the City has or causes of action that

may accrue to the City because of the Operator's failure to fulfill, perform, or observe the terms and conditions of this Agreement. The exercise of or pursuit by the City of any of the rights or causes of action accruing in this section shall not waive any other such other rights or causes of action that the City might otherwise have.

13. Termination for Disuse of Permit. Due to the cost of time required to administer the CVP program, the City reserves the right to remove a Permit for a continued period of disuse. Upon six (6) months of disuse, the City will provide notice to the Operator and requesting a response with a justification for continued disuse. If the Operator does not respond within thirty (30) days or fails to provide a satisfactory response, the Permit and this Agreement may be terminated.

14. Conduct of Business Competitors. The Operator shall not engage in open, notorious or public disputes, disagreements, or conflicts that might have the effect or cause the perception of deterioration of the quality of the service of the Operator or its competitors so as to be incompatible with the best interests of the public at the Airport or conflict with **Section 10**. The Director shall have the right to resolve all such disputes, disagreements, or conflicts and that determination and the manner in which the Operator shall operate after such determination shall be binding upon Operator.

15. Non-Discrimination. The Operator agrees to comply with the Federal non-discrimination provisions attached and incorporated as **Exhibit D**.

16. Assignment. The Operator shall not assign this Agreement or any of the privileges set forth in this Agreement without the express prior written consent of the City. Any assignment or purported assignment of this Agreement or such privileges shall be void ab initio. For purposes of this Agreement sale of a majority interest in the Operator or any type of legal reorganization shall constitute a covered assignment.

17. Independent Contractor. The Parties agree that the Operator is an independent contractor and not subject to direction or control by the City, except as specified in this Agreement, and except by the Rules adopted for the control and regulation of the Airport and its facilities.

18. Entire Agreement. The provisions of this Agreement contain the entire understanding between the Parties and this Agreement may not be changed, altered, or modified. The City reserves the right to modify the terms of this Agreement at the discretion of the Director. Should such a modification occur, the City will provide the Operator thirty (30) days' notice and an addendum that indicates the modified sections of the Agreement ("Permit Addendum"). At such time, the Permit Addendum will be a part of this Agreement and incorporated by reference.

19. Applicable Law. This Agreement, including all terms, conditions, and requirements shall be

construed or determined according to the laws of the State of North Carolina.

20. Operator's Dealings with City. If the Operator is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with the City, the Operator shall deal with the City's authorized representative; and unless or until the City shall give Operator written notice to the contrary, the City's authorized representative shall be the Director. Likewise, any action specified by this Agreement to be taken by the City may, unless otherwise set forth, be taken by Director. The Operator may contact the City's authorized representative by email using the following address:

CLTGroundTransportation@cltairport.com

21. Waiver of Claims. The Operator shall waive any claim against the City and its elected officers, agents, or employees for loss of anticipated profits caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement separately or in its entirety, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable or delaying the same or any part hereof.

22. Non-Waivers. No conditions of this Agreement, or noncompliance with this Agreement, shall be deemed or taken as a waiver at any time any other term, covenant, or condition contained in this Agreement, nor of the strict and prompt performance of obligations under this Agreement. No delay, failure, or omission of the City to exercise any right, power, privilege, or option arising from any default, or subsequent acceptance of fees accrued shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or failure to perform. No notice by City shall be required to restore or revive time as being of the essence in this Agreement after potential waiver by City of default in one or more instances.

23. Situs and Service of Process. All actions or proceedings arising directly or indirectly from this Agreement shall be brought in a State or federal court sitting in Mecklenburg County, North Carolina. The Operator agrees that this Agreement shall be governed, interpreted, and applied in accordance with the laws of the State of North Carolina without reference to North Carolina choice of law principles. The Operator waives personal service of all process upon the Operator that may arise from failure to perform under this Agreement or any other reason, and consents that all such service of process shall be made by certified mail, return receipt requested, directed to the Operator at the address stated in **Section 26**, and service so made shall be complete three (3) days after the same shall have been posted as aforesaid.

24. Force Majeure. Neither Party shall be liable to the other Party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement

due to causes beyond the control of that Party, including, but not limited to, strikes, boycotts, labor disputes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or other circumstances for which such Party is not responsible or which are not in its to power control.

25. Agreement Binding Upon Successors. Subject to the limitation on assignment of the Operator’s privileges under this Agreement found at **Section 16**, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties to this Agreement.

26. Notification. Whenever required by the terms of this Agreement, and unless otherwise expressly noted in this Agreement, notice shall be in writing and shall be sent by certified mail, postage prepaid.

The address of the City shall be:
 Parking & Ground Transportation Revenue Manager
 Charlotte Douglas International Airport
 P.O. Box 19066
 Charlotte, NC 28219

Email communication, where permitted, may be sent to:
CLTGroundTransportation@cltairport.com

Contact Person Name	
Company Name	
dba Name (if applicable)	
Physical Address (for hotels)	
Mailing Address	
Phone	
Email (required)	

If intended to the Operator, the address and contact information shall be the information included above. A change in contact information shall be communicated to the City at CLTGroundTransportation@cltairport.com no later than three (3) days prior to the change taking effect. Any change other than point of contact shall be made in accordance with the other provisions of this Agreement.

The Parties have read and fully understand the terms and conditions as set forth in this Agreement and have caused this Agreement to be executed through signature of an Authorized Authority for each Party. The Effective Date of this Agreement shall be upon the signature of the Director.

Signatures:

OPERATOR

Company Name: _____

By: _____

Printed Name: _____

Title: _____

THE CITY OF CHARLOTTE

By: _____

Haley Gentry, Chief Executive Officer and Aviation Director

Date: _____

Exhibit A – Commercial Vehicle Permit Rate Sheet

All fees to be assessed where applicable in accordance with **Chapter 4, Article IV** and **Chapter 22** of the Charlotte City Code and/or Airport Ground Transportation Rules and Regulations.

Operators will be assessed fees for the application and issuance of the Commercial Vehicle Permit in accordance with the Application and Registration Fees table. Please note – the Vehicle Registration Fee is an annual charge. The Application and Registration Fees will be included with the first invoice in any Initial or Extension Term.

Application and Registration Fees	
Vehicle Registration Fees	Per each Commercial Vehicle
-Decal & Registration Fee	\$10.00
-Access Control Reader	\$15.00
Lost, Stolen, or Broken Reader	\$25.00 per Reader
Permit Renewal Fees	Per each Commercial Operator
-Annual	\$50.00

A separate application is required for each of the specific activities Operator intends to conduct. The timing and occurrence for the Application Fee can be found in Section 5 of the Permit

Operators shall be assessed fees to use the designated areas for each vehicle type in accordance with the following table:

Vehicle Dwell Time Rate (All Operators)	
0-10 Minutes	\$0.00
11-20 Minutes	\$15.00
Each additional 10 Minute increment, partial or full	\$20.00

This rate applies to Limousines, Executive Cars, and Contract Vans whether using the Commercial Vehicle Lane or Curbside Pickup.

Trip Fee (Excludes Off Airport Rental Car and Off Airport Parking)	
Entry to Airport (Reader tracked per Section 5 of the Permit)	\$1.50 per trip

Off Airport Rental Car and Off Airport Parking	
Monthly Fee	10% of Operator's gross revenues

Hourly Deck Usage	
0-15 Minutes	\$0.00
Each Hour, either partial or full, after the first	\$6.00

Exhibit B – Operator’s Vehicle Information List

Operator shall print legibly - all fields are required.

	Company Vehicle Number	NC Tag Number	Year/Make/Model	Seating Capacity (includes driver)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Signature (Owner/Manager):	Date:
Print Name (Owner/Manager):	

IMPORTANT

This form shall be kept up to date! Any additions, deletions, or modifications are required to be sent to [CLTGroundTransportation@cltairport.com] in accordance with **Section 3** of the Permit

Exhibit C – Airport Rules and Regulations

RULES AND REGULATIONS OF THE CITY OF CHARLOTTE AVIATION DEPARTMENT GOVERNING GROUND TRANSPORTATION AT CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT

Rev. April 25, 2023

Section 1. **General.**

These Rules and Regulations (the “Rules”) are adopted by the Charlotte Douglas International Airport (the “Airport”) pursuant to authority granted in **Chapter 4, Article IV, §4-2** of the Charlotte City Code (the “Code”) to regulate ground transportation at the Airport in order to ensure the orderly flow of traffic and the accommodation of users of the Terminal Building. Unless otherwise defined in this Exhibit, all definitions set out in **Chapter 4, Article IV, §4-102. – Definitions** and **Chapter 22, Article II, Division 1, §22-101. – Definitions** of the Code shall be applicable to this Agreement.

The Code may be found at the following web address:

https://www.municode.com/library/nc/charlotte/codes/code_of_ordinances

Section 2. **Definitions.**

In addition to the definitions set forth in the code, the following words and phrases shall have the meaning set for below:

2.1. Aviation Director or Director. The Chief Executive Officer and Aviation Director of the Charlotte Douglas International Airport, or such designee or delegate of the Director. The Director is the person granted authority by the code to promulgate and enforce additional regulations of operations and conduct at the Airport.

2.2. Citation. A notice issued to a Driver denoting a violation of the Rules.

2.3. Commercial Vehicle Operating Agreement. The document signed by the Operator and the City that services as the Permit to operate on Airport Premises.

2.4. Commercial Vehicle Access Control Reader (“Reader”). The transponder issued with the CVL Permit that must be used upon both entry and exit of the Commercial Vehicle Lane. A lost, stolen, or broken Reader must be replaced in accordance with **Section 4** of the Agreement.

2.5. Driver. An employee, agent, or independent contractor of an Operator who drives or operates a Ground Transportation Vehicle at the Airport. Any Operator or any

Driver of a Ground Transportation Vehicle for an Operator shall be conclusively deemed by the Airport to be an agent acting on behalf of such Operator.

2.6. Ground Transportation Service Company. An Operator which provides prearranged contractual transportation service to or from single or multiple destinations for individuals, corporations, and companies, and are not directly related to, associated with, an incorporation of, or a subsidiary of the individual, corporation, or company to which the service is being rendered.

2.7. Ground Transportation Staff. The City employees designated by the Director to administer and oversee the ground transportation program and procedures at the Airport. The Ground Transportation Staff shall be responsible for the day-to-day operation and administration of the ground transportation program at the Airport as set forth in these Rules. Ground Transportation Staff act on behalf of the Director in all circumstances except for requirements related to appeals per **Section 9** below.

2.8. Ground Transportation Vehicle(s) or Vehicles(s). All Vehicles governed by these Rules.

2.9. Operator. A corporation, company, association, entity, or individual holding authority from the City to operate one or more Ground Transportation Vehicles at the Airport. The term "Operator" includes, where appropriate, any agent or subcontractor hired by an Operator.

2.10. Solicitation. Any conversation by a Driver or other agent or employee of an Operator with any potential customer for the purpose of enticing or persuading said customer to use any service or facilities provided by the Operator or any other Operator. This includes body language which would imply the same action of enticing or persuading the customer to use another service or facility.

2.11. Tailgating. The act of any Vehicle that enters a gated area immediately behind another Vehicle without allowing the gate to lower.

2.12. Unattended Vehicle. A Vehicle not in the possession of or being actively observed by the Driver. A Vehicle is not considered unattended if the Driver is inside the Vehicle or on the outside immediately adjacent to the Vehicle helping with the loading or unloading of passengers and luggage.

Section 3. Generals Rules Applicable to All Operators.

3.1. CVL Permit. All Operators of commercial vehicles subject to the Commercial Vehicle Operating Agreement, desiring to use Airport Premises for Commercial Purpose(s) shall first enter into a CVL Operating Agreement with the City and receive a Permit for their Commercial Purpose(s) prior to commencement of operations.

3.2. Compliance with Law. All Operators, Drivers, employees, and agents shall strictly comply with these Rules, directions from Ground Transportation Staff, and any applicable federal, state, or local rules, regulations, and laws, including, without limitation, obtaining all necessary insurance and certificates or other authority to operate. The Rules, when legally permissible, shall take precedence over any existing code, rule, or regulation. Any violation of the above requirements will result in the termination of the Operator's right to operate on Airport property.

3.3. Right of Examination. Operators and Drivers of Ground Transportation Vehicles shall allow any law enforcement officer, Airport official, or Ground Transportation Staff to examine their written evidence of authorization to operate.

3.4. False Documents & Information. Drivers and Operators of Ground Transportation Vehicles shall not use, display, alter, show, exhibit, or transmit any permit, registration form, decal, seal, receipt, or any other document which is false, invalid, revoked, terminated, or expired. Further, Drivers and Operators shall not provide false information to Ground Transportation Staff. In addition, any alteration, modification, or tampering with the Reader is prohibited.

3.5. Unfair Competition. Drivers, employees, and agents of Operators shall not entice or attempt to entice any person possessing a ticket, voucher, or reservation with a competing Operator or stating an intent to use a competing Operator to switch or seek a refund for the purpose of using another Operator.

3.6. Soliciting. Operators, Drivers, their employees, agents, and other third persons representing Operators shall not solicit passengers at the Airport for any reason.

3.7. Passenger and Baggage Transfers. Drivers or other agents of any Operator shall not transfer passenger(s) or baggage from one vehicle to another anywhere on Airport premises unless such transfer is necessitated by a vehicle breakdown.

3.8. Vehicle Loading Areas. Drivers of Ground Transportation Vehicles shall only stop their Vehicles at vehicle loading areas as designated in these Rules with respect to each type of vehicle.

3.9. Upper-Level Parking. Drivers shall not part or stop any Vehicle anywhere on the upper-level terminal roadway or curbs unless actively engage in dropping off passengers in permitted areas. Drivers may not stop in the left lane at any time or double park and must continue to pull forward to an open space.

3.10. Curb Coordinators. Operators and Drivers shall not use employees or agents on Airport property for any reason without the prior written consent of the Director. For purposes of this section only, consent may be given by designated Ground Transportation Staff via email.

3.11. No-Unattended Vehicles. Unless otherwise allowed by these Rules, Drivers of Ground Transportation Vehicles shall not park or leave a Vehicle unattended on or at any terminal roadway. If Drivers must park or leave their vehicles unattended, they shall park in a public parking facility or commercial vehicle holding area which may be provided and approved by the Airport for that purpose.

3.12. Use of Vehicles. Drivers of Ground Transportation shall not use their Vehicle to unreasonably block, cut off, or restrict the movement of any Vehicle at the Airport. Upon arrival at any designated loading zone or other area in the Commercial Lane, Drivers shall, to the extent possible, stop their vehicles at the furthestmost front position of the applicable zone or area.

3.13. Tailgating. All vehicles entering existing the Commercial Lane, public parking decks, or any gated or access-controlled facility shall come to a full and complete stop prior to entering and existing, even if no gate is present. Failure to come to a complete stop shall be considered an incident of tailgating and is prohibited under these Rules.

3.14. Crosswalks. Drivers of Ground Transportation Vehicles shall not stop any Vehicle in a crosswalk unless designated to do so by Ground Transportation Staff.

3.15. Damage to Airport Property. Any damage to Airport property caused by the actions of the Operator, Drivers, their employees, or agents will result in the reimbursement of the actual cost of such damage. Any damage to any gate arm on Airport property will result in a \$100 fine in addition to any other costs of such damage.

3.16. Sound Amplification. Operators, Drivers, or other agents shall not use sound amplifying or public address equipment at the Airport unless such use and equipment is approved in writing by the Director.

3.17. Signs. Signs posted by the City or the Airport shall be obeyed and followed by all Drivers in accordance with Rule **3.2.**

3.18. Advertising. Operators, Drivers, and other agents shall not erect, post, or place any sign, business card, or any other form of advertising anywhere on Airport premises without the express prior written permission of the Director. Further, no Advertising is permitted on the exterior of any Ground Transportation Vehicle. Any advertising by Operators shall be clear so that customers do not confuse Operator services with those offered at the Airport. If at any time Operator advertising is deemed likely to cause confusion by the City, the Operator shall modify the advertising.

3.19. Decals. The Director may require a decal or sticker, issued by the Airport, to identify Ground Transportation Vehicles as being authorized to operate on the Airport. When required, the decal shall be physically affixed to the Vehicle in a location designated by the Director.

3.20. Parking Lot Tickets. Drivers of Ground Transportation Vehicles shall not obtain any Airport parking lot tickets and instead should utilize the parking access card provided by Ground Transportation Staff. If a parking access card is lost, stolen, or otherwise unavailable, a replacement card will be provided by Ground Transportation Staff for a fee of \$25.

3.21. Identification Badges. Drivers of Ground Transportation Vehicles shall wear an identification badge while on Airport premises. The badge shall be attached to clothing above the waist, be visible to members of the public, and indicate the first and last name of the Driver and the Operator the driver represents.

3.22. Driver Trainees. Driver trainees or other employees in training for an Operator may ride along in a Vehicle provided such Driver trainee wears a proper identification badge.

3.23. Driver Appearance. Drivers of Ground Transportation Vehicles shall present a clean and neat appearance while on Airport premises.

3.24. Vehicle Appearance. Vehicles shall be free of serious defect, shall have any passed any required State vehicle inspection, and shall not detract from the customer experience at the Airport. This requirement includes, but is not limited to, broken windshields and broken taillights.

3.25. Driver Courtesy. Drivers and other agents of Operators shall be courteous to members of the public, all Airport law enforcement personnel, any federal, state, or local, or local peace officers, all Ground Transportation Staff, and all officials and agents appointed by the Director.

3.26. Vehicle Identification. Unless otherwise provided by these Rules, all Ground Transportation Vehicles operated by a single Operator at the Airport shall possess markings to allow easy identification of the Operator. The markings shall include the name of the Operator, or its "d.b.a.," and be placed in locations acceptable to the Director. The type, style, and size of the marking shall allow easy readability and identification. Such markings may not include the words "For Hire," "For Rent," or other similar phrases.

3.27. Use of the Permit and Reader. Operator's Drivers and other employees shall use Permits, transponders, or other media solely in the conduct of official business as permitted by these Rules and the Commercial Vehicle Operating Agreement. A loaner Ready for Hotel/Motel, Off-Airport RAC, and Off-Airport Parking Courtesy Vehicles is available from the Ground Transportation Staff under certain conditions and within their sole discretion.

3.28. Vehicle Maintenance. No maintenance or cleaning of any Ground Transportation Vehicle may take place while such vehicle is on Airport property.

3.29. Dwell Time. To ensure access for all Operators, dwell time in the Commercial Vehicle Lane and approved curbside passenger pick-up for each Ground Transportation Vehicle shall not exceed ten (10) minutes per trip. Dwell times over ten (10) minutes shall incur a fee as established in Exhibit A.

Section 4. Hotel/Motel Courtesy Vehicles.

4.1. Hotel/Motel Courtesy Vehicles will use the loading areas designated for such use by Ground Transportation Staff in the Commercial Lane for pick-up. Hotel/Motel Courtesy Vehicles may drop-off passengers on the upper-level terminal roadway. No other location on Airport premises shall be used for any business or commercial purpose, directly or indirectly by Hotel/Motel Courtesy Vehicles.

4.2 Hotel/Motel Courtesy Vehicles are an “on demand” service. Vehicles should come to the Terminal Building only upon passenger(s) request and stop only long enough to pick up or drop off the passenger(s).

4.3 In addition to any other requirements as set forth elsewhere in these Rules, Hotel/Motel Courtesy Vehicles shall have and display the following:

4.3.1. A decal or sticker issued by the Airport designating such vehicle as a Hotel/Motel Courtesy Vehicle authorized to operate upon Airport premises, which decal or sticker shall be physically affixed to the vehicle in a location designated by the Director.

4.3.2. Lettering in the form of a decal, sticker, or paint identifying the particular hotel(s) or motel(s) served by the particular Hotel/Motel Courtesy Vehicle, which shall be permanently or semi-permanently affixed or applied to the vehicle. Magnetic or other readily removable signs are prohibited. The Ground Transportation Staff may grant limited time exceptions to this rule for new or replacement vehicles.

4.3.3. Hotel/Motel Courtesy Vehicles are to be provided without charge to the users thereof. Accordingly, passengers and users of Hotel/Motel Courtesy Vehicles may not be charged or assessed any fee for the use of the Hotel/Motel Courtesy Vehicle, either directly or indirectly.

Section 5. Off-Airport RAC Courtesy Vehicles.

5.1. Off-Airport RACs shall keep true and accurate accounts, records, books, and data as required by applicable operating agreements. The Airport reserves the right during the term of the operating agreement to authorize an audit of the Operator’s records pertaining to any of its operations at the Airport. Such records must be maintained for no less than three (3) years. This audit includes, but is not limited to, randomly

contacting passengers who may have used the Operator's service during a specific time period. Where such audit reveals understated gross revenues for any year by two percent (2%) or more, the cost of said audit will be the responsibility of the Operator.

5.2. Off-Airport RAC Operators must submit to the Airport a statement of its gross revenues and related information as required by the Director. Such statements must be provided on a monthly basis. Also, within sixty (60) days of the end of the fiscal year (July 1 – June 30), Operator must furnish a true and accurate statement for the preceding fiscal year of all gross revenues which must be certified by an authorized representative of the Operator. Such statements shall be sent to the Airport at the notification address provided in the Agreement.

5.3. Off-Airport RAC Courtesy Vehicles will use the loading/unloading areas designated for such use by Ground Transportation Staff in the Commercial Lane. No other location on Airport premises shall be used for any business or commercial purpose, directly or indirectly by Off-Airport RAC Courtesy Vehicles.

5.4. Off-Airport RAC Courtesy Vehicles are an "on-demand" service. Vehicles should come to the Terminal Building only upon passenger(s) request and stop only long enough to pick up the passenger(s).

5.5. Off-Airport RAC Operators, Drivers, or other agents may not solicit additional payment represented to the customer as an "airport charge."

5.6. Off-Airport RAC Operators, Drivers, or other agents may not deliver rental cars to customers on Airport property.

5.7. Off-Airport RAC Operators will be responsible for any cost associated with their customers inappropriately returning or parking their rental car on Airport property. Such actions could result in parking tickets, parking deck fees, and/or towing costs.

Section 6. Off-Airport Parking Courtesy Vehicles.

6.1. Off-Airport Parking Operators shall keep true and accurate accounts, records, books, and data as required by applicable operating agreements. The Airport reserves the right during the term of the operating agreement to authorize an audit of the Operator's records pertaining to any of its operations at the Airport. Such records must be maintained for no less than three (3) years. This audit includes, but is not limited to, randomly contacting passengers who may have used the Operator's service during a specific time period. Where such audit reveals understated gross revenues for any year by two percent (2%) or more, the cost of said audit will be the responsibility of the Operator.

6.2. Off-Airport Parking Operators must submit to the Airport a statement of its gross revenues and related information as required by the Director. Such statements must be

provided on a monthly basis. Also, within sixty (60) days of the end of the fiscal year, Operator must furnish a true and accurate statement for the preceding year of all gross revenues which must be certified by an authorized representative of the Operator. Such statements shall be sent to the Airport at the notification address provided in the Agreement.

6.3. Off-Airport Parking Courtesy Vehicles will use the loading/unloading areas designated for such use by Ground Transportation Staff in the Commercial Lane. No other location on Airport premises shall be used for any business or commercial purpose, directly or indirectly by Off-Airport Parking Courtesy Vehicles.

6.4. Off-Airport Parking Courtesy Vehicles are an "on-demand" service. Vehicles should come to the Terminal Building only upon passenger(s) request and stop only long enough to pick up or drop off the passenger(s).

Section 7. Limousines, Executive Cars, and Contract Vans.

7.1. Prior to allowing its Limousines, Executive Cars, or Contract Vans to pick up on Airport property, an Operator must possess a contract between the Operator and the individual, corporation, or company it is authorized to provide transportation service for. Such contract must be evidenced by either a paper or electronic manifest viewable upon demand by Ground Transportation Staff.

7.2. The Director is authorized to designate a customer loading and unloading area for use by Limousines, Executive Cars, or Contract Vans. Limousines, Executive Cars, and Contract Vans shall use designated parking areas as established from time to time. No other location on Airport property shall be used for any business or commercial purpose, directly or indirectly, by a Limousine, Executive Car, or Contract Van.

7.3. Where approved for Curbside Pick-up by Ground Transportation Staff, pick ups must be load and go only; however, such requirement will not eliminate the dwell time charge where such loading exceeds the allowed time set forth above.

7.4. At no time should Limousines or Executive Cars be parking and left at the Airport overnight or for any extended period of time.

7.5. Contract Vans should only come to the Terminal Building upon receipt of passenger request and only stop long enough to pick up or drop off the passenger(s).

7.6. If required, an in-terminal greeter not acting as a Driver for the Operator may be utilized but a request to do so requires approval by the Airport and must be made twenty-four (24) hours in advance by email. Such requests must include the specific Company's information to include name, date(s), time(s), and group size. Any use of in-terminal greeters without the consent of the Airport is a violation of these Rules. At no time shall in-terminal greeters utilize tables or easels.

Section 8. Interpretation and Modification.

8.1. Interpretation. The Director shall interpret these Rules and their meaning.

8.2. Modification. Modification of these Rules is at the sole discretion of the Director. Should a modification occur, the Airport will provide the Operator thirty (30) days' notice and an addendum that indicates the modified section of these Rules.

Section 9. Administration and Penalties.

9.1. Duties of the Ground Transportation Staff. Ground Transportation Staff responsibilities include, but are not limited to, the following:

9.1.1. Taking and reviewing applications from persons or entities desiring to become an Operator and approving or denying such application.

9.1.2. Determining whether an act or omission of an Operator, a Driver, or other party governed by these Rules or an Agreement constitutes a violation.

9.1.3. Determining and imposing appropriate penalties, including termination of an Operator's Permit or Agreement, for violations of these Rules or their Agreement.

9.2. Operator Liability. Operators are responsible for the actions of their Drivers at all times while operating at the Airport. Any Operator whose Drivers violate these Rules and/or the Agreement shall be subject to penalties, suspension, and/or permanent revocation of their Permit.

9.4. Operator Penalties. Where Operators, Drivers, or their agents are found to be in violation of any of the provisions of the Agreement or the Rules, the Operator will be charged a fine in accordance with the escalating schedule set forth below. At the start of each fiscal year, the Operator's record of violations will be cleared and the penalties will start again the first offense level.

Offense per Year	Amount
1 st	\$100
2 nd	\$200
3 rd & successive	\$400

*Please note that violations of **Section 3.29** (Dwell Time) of these Rules are not subject to the above penalties.

9.3.1. Termination of Operating Agreement. In determining whether to suspend or permanently revoke a Permit or Agreement, the Director shall consider (i) the number of violations, (ii) the severity of violations, and (iii) the efforts of the Operator to ensure its Drivers comply with the Rules and Agreement.

9.3.2. Citation Issuance and Billing. At the time the violation occurs the Ground Transportation Staff will provide the Drive with a Citation detailing the violation and associated penalty. On a monthly basis these penalties will be billed to the Operator. Such invoice will outline the specific violation, the associated penalty, and the date and time of the occurrence. Payment is due within thirty (30) days of receipt of the invoice.

9.4. Operator Appeals. Any decision to approve or deny a submitted application, an assessment of penalties for violations of these Rules, or the decision to terminate a Permit or Agreement may be appealed by the applicant or Operator in the following manner:

9.4.1. An applicant or Operator may appeal a decision pursuant to this section by filing a written notice of appeal with the Airport within ten (10) days after receiving the Citation. The filing of a notice of appeal shall stay the assessment of any penalty and the suspension or termination of an operating agreement pending resolution of the appeal.

9.4.2. For appeals concerning the assessment of any penalty the Airport will review any documentation submitted with the notice of appeal and, in its sole discretion, will conduct interviews and research to determine the validity of the occurrence of the violation. Within thirty (30) days of receiving the notice of appeal, the Airport will provide the Operator with a summary of its findings.

9.4.3. Where an application is denied or a Permit or Agreement is suspended or terminated, the Director shall hear all appeals in a manner that will ensure a fair and impartial review. An appellant shall have the right to be represented by counsel, to testify, to call witnesses, to introduce evidence, to inspect all documents introduced by the Airport, and to examine witnesses. Following a hearing on appeal, the Director shall issue a written decision setting forth factual findings and conclusions that support a decision to affirm, reverse, or modify the decision of the Airport.

EXHIBIT D – Federal Requirements

1. GENERAL CIVIL RIGHTS.

In all its activities within the scope of its airport program, the Company agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identify), age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- e. The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973,

by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- h. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC §12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodations, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- i. The Federal Aviation Administration’s Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 *et seq.*).