

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.