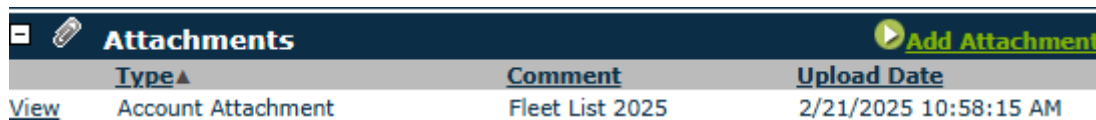


RALEIGH-DURHAM AIRPORT AUTHORITY
NON-TENANT HOTEL COMMERCIAL AGREEMENT and VEHICLE PERMIT 2026-2027

The Non-Tenant Commercial Airport Vehicle Permit authorizes the holder to conduct business at the Raleigh-Durham International Airport. Complete the steps below if you wish to become a partner with RDU Ground Transportation:

- Complete the Application
- Provide Certificate of Insurance (COI)
 - Existing Operators need not submit a new COI unless there are changes to the policy/fleet
- Electronically Sign and Submit the Application
 - Existing Operators upload to: [GateKeeper Vendor | Logon](#)
 - New Operators email application to: ground.transportation@rdu.com
- Download the Fleet List document from: [FLEET.pdf](#). Once the Fleet List is complete, upload this to the GateKeeper Account: [GateKeeper Vendor | Logon](#)
- Files can be uploaded to the Attachments section of the GateKeeper Account **(NOTE: PERMITS ARE NOT EFFECTIVE UNLESS AND UNTIL APPROVED BY THE AUTHORITY)**



Type	Comment	Upload Date
Account Attachment	Fleet List 2025	2/21/2025 10:58:15 AM

Refer questions to: ground.transportation@rdu.com or call 919-840-7530

RDU Ground Transportation Information may be found at: <https://www.rdu.com/do-business-with-rdu/commercial-vehicles/>

FEES: The application fee is set annually, effective May 1, and is outlined in the Rates & Charges schedule. The current annual fee is \$170.47. This fee includes the yearly-colored window decals for each of your fleet vehicles. Once RDU approves your application, all fees will be billed through the Authority's online billing platform, AdComp. To process payments, you must register an account on AdComp, and all payments will be made via credit card through the encrypted AdComp platform. See additional discussion in Exhibit B of the Permit.

TRANSPONDER FEE: All vehicles operating at RDU Airport Authority are required to have a transponder. The applicable transponder fees are established annually, effective May 1. The fees are listed in the Rates & Charges schedule (\$28.41 for interior-mounted transponders and \$56.83 for exterior-mounted transponders). **You may not need a new transponder if you have a working one. This is at the sole discretion of the Authority.** Transponder installation will be conducted by appointment only, and an inspection of the vehicle may be required before issuing decals and transponders. (Reference Attachment A – Rates) See additional discussion in Article I and Exhibit B of the Permit.

INSURANCE REQUIREMENTS (See Exhibit E of the Permit for additional discussion)

Agreement holders must provide proof of Insurance and submit the Certificate of Liability Insurance (Accord Form) containing the following information:

- A. Combined Single Limit of \$1,000,000
- B. Certificate Holder listed as:
**RDU Airport Authority PO Box
80001 RDU Airport, NC 27623**
- C. Endorsement listing RDU Airport Authority as **“Additional Insured”** or **“Designated Insured”**.

RALEIGH-DURHAM AIRPORT AUTHORITY
NON-TENANT HOTEL COMMERCIAL AGREEMENT and VEHICLE PERMIT 2026-2027

Application: New _____ Renewal _____ RDU # 00 _____

The Non-Tenant Commercial Vehicle window Decal (color-coded) is effective May 1, 2026, for the term of one (1) year through April 30, 2027, between RDU Airport Authority and:

Company/Property Name _____

Parent Company or Corporate Name _____

Purpose of Business: _____

Manager Name _____ Email _____ Direct Line _____

Address _____

Business Contact Name _____ Contact Direct Phone _____

Accounting Office Contact _____ Direct Phone _____

Email Address for Invoices and Statements _____

List names and addresses of all people, firms/corporations having an ownership interest in the applicant's business.

1. Are you registering for any wheelchair-accessible vehicles? YES ☐ NO ☐
If yes, which vehicle(s) in your fleet are wheelchair accessible? _____

2. Do you want your company listed on the website? YES ☐ NO ☐

Certain restrictions apply. The website is updated monthly, and all requests must be in writing. The RDU website format may change during the permit year. If so, you will be advised, and new information may be requested.

3. If yes, what is the URL for your website _____

What is the phone # _____

4. Does the Hotel offer Off-Airport Parking (not associated with an overnight stay) YES ☐ NO ☐

If YES: Off-Airport Parking Operators shall pay a percentage of gross receipts derived from charges made to patrons transported between the Airport and the Permit Holder's off-airport parking facility based on business transactions during the preceding month. Reports shall be submitted to ground.transportation@rd�.com by the 5th of each month, and charges will be added and reconciled through the online payment portal, AdComp.

5. Supplemental Permit Fee for Prohibited Activities. If the Permit Holder or any of its Representatives engages in any of the Prohibited Activities listed in Article I(i), the Permit Holder agrees to pay the Authority a fee of \$250 for each infraction, as defined in Exhibit B

PRINT NAME

AUTHORIZED REPRESENTATIVE SIGNATURE

TITLE:

DATE:

RALEIGH-DURHAM AIRPORT AUTHORITY
NON-TENANT HOTEL COMMERCIAL AGREEMENT and VEHICLE PERMIT 2026-2027

Term: This Permit shall be effective from **May 1, 2026 through April 30, 2027**

AGREEMENT

The Permit Holder agrees to observe, obey, and follow all requirements of this Permit, including **Exhibits A through G**, applicable statutes, Executive Orders, ordinances, policies, procedures, rules, and regulations promulgated by the Authority or any other governmental entity with jurisdiction over the operations at the Airport (as amended from time to time), and that no person shall, on the grounds of race, creed, color, national origin, gender, sex, age, or disability be excluded from ground transportation services provided by the Permit Holder. The Permit Holder will not: (i) refuse to provide service to individuals with disabilities who can use the ground transportation vehicle, (ii) refuse to assist with the stowing of mobility devices, or (iii) refuse to permit service animals to accompany individuals with disabilities in the ground transportation vehicle.

This Permit, including all exhibits and attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, between the parties hereto with respect to such subject matter.

I have read and understand the provisions of the Non-Tenant Commercial Airport Permit which governs the operation of Commercial Vehicles at the Airport and that all such Commercial Vehicles operated by Permit Holder will at all times, be operated in accordance with the Permit.

AGREED and ACKNOWLEDGED:

Permit Holder:

AUTHORIZED REPRESENTATIVE

Print:

Title:

Signature:

Date:

*** Your application will not be accepted or approved without all required signatures. Save and upload this signed Permit (including all Exhibits), as well as the Fleet List in the form of a PDF document to the GateKeeper Account at: [GateKeeper Vendor | Logon](#). Fleet List can be found at: [FLEET.pdf](#)

EXHIBIT A – BUSINESS OPERATIONS

I. CONDUCT OF OPERATIONS

(a) Grant of License to Operate: During the term of this Permit, Permit Holder shall have a non-exclusive, revocable license to: (1) operate as a Non-Tenant Commercial Airport operator, subject to this Permit and to all applicable laws, and to the ordinances, rules and regulations of the Authority, to conduct business as described in Permit Holder's permit application; (2) to conduct such business to, from, and/or at RDU in Vehicles inspected in accordance with NC General Statutes 20-280.5; and (3) to use common-use roadways for ingress and egress to, from and/or at RDU's passenger terminals.

(b) Designated Areas. The Authority grants to Permit Holder (the term "Permit Holder" includes collectively all drivers, employees, agents, or other representatives ("Representatives") conducting business on behalf of Permit Holder at RDU) the right to use, in common with others so authorized and in accordance with the terms and conditions herein set forth, designated zones, parking areas, or staging areas (collectively, the "Designated Areas") as depicted in **Exhibit C**, as may be amended by the Authority from time to time in the Authority's sole discretion. Permit Holder MAY ONLY operate in Designated Areas and only as instructed in such areas. Nothing in this Permit shall be construed as granting or creating any license or franchise rights pursuant to any federal, state or local laws, rules or regulations. Permit Holder's rights to use the Designated Areas shall be on a non-exclusive basis at all times.

(c) Passenger Loading and Unloading Areas. Designated Areas may include Passenger Loading and Unloading areas. If so, all Representatives shall load and unload passengers **only** in the approved areas, as depicted on **Exhibit C**, as may be amended by the Authority from time to time in the Authority's sole discretion.

(d) Permit Holder Vehicles. A Permit Holder Vehicle (herein referred to as a "Vehicle") is a private vehicle that is used by a Representative to conduct Permit Holder's business at the Airport. Permit Holders must maintain accountability for their Vehicle fleet. Prior to conducting Permit Holder services at the Airport, all Vehicles must have "For Hire" plates (as applicable), be fully registered with the motor vehicle authority of their relevant State of operation, and be properly licensed, insured, inspected, and meet the safety requirements required by NC General Statutes 20-280.5. **All fleet vehicles must have a valid transponder and decal to operate at or on RDU airport. All Vehicles must be presented for inspection by the Ground Transportation Team when requested. Vehicles with temporary tags may not operate under this Permit.**

(e) Vehicle Identification. For purposes of Vehicle identification, Permit Holder shall equip Drivers with Vehicle trade dress consisting of removable magnetic signage or other recognizable Permit Holder emblems, which will allow the Authority to identify Vehicles at a distance of up to fifty (50) feet in front

of or behind such Vehicles when such Vehicles are on Authority property and active in Permit Holder's network. Such trade dress shall be a visual indicator approved in writing by the Authority, designating that the Vehicle is authorized to operate at RDU.

Permit Holder will be provided with:

1. **Decal(s):** Permit Holder will receive one non-transferable window decal for each RDU-approved fleet vehicle. This decal is specific to that vehicle, tied to its unique Vehicle Identification Number (VIN) and license plate.
2. **Transponder(s):** One non-transferable transponder will be placed on each RDU approved fleet vehicle by the Ground Transportation (or GT) Team. The transponders are tied to the specific fleet vehicle and may not be removed by the Permit Holder. **Transponders must not be removed or tampered with at any time.** If a transponder requires replacement, contact the GT Team.

Exceptions:

1. If a fleet vehicle needs a window replacement, the transponder needs to be removed and returned to the GT Team to avoid a penalty fee. A new transponder will be needed once the window is in place. **Transponders ARE NOT transferable from windshield to windshield or from vehicle to vehicle.**
2. If a fleet vehicle is totaled, sold, or removed from the fleet, the transponder(s) will need to be removed and returned to the GT Team to avoid a penalty fee. Once this task is completed the vehicle can be removed from the GateKeeper account.

All issued transponders and decals must be returned to the Ground Transportation Team when a Vehicle is no longer operating in Permit Holder's fleet for RDU Airport.

(f) Representatives. Representatives found to be in violation of this Permit, or of any provision of state or federal law or any Authority Ordinances, Rules or Regulations, shall be subject to enforcement action. Upon request from the Authority, Permit Holder will suspend a Representative's ability to conduct Permit Holder's business services on Airport property, for the violation of any state or federal law, or any ordinances, rules or regulations of the Authority that apply to Permit Holder and its Representatives. A Representative who has been suspended at the Authority's request may appeal the decision pursuant to the Authority's appeal procedures.

(g) Transportation Requirements. In conducting its operations and without limiting the generality of other provisions of this Permit, Permit Holder shall inform Representatives of the terms of this Permit and the following transportation requirements, as may be amended from time to time by the Authority:

- (1) Each Representative shall be allowed to conduct Permit Holder's business at the Airport only in the Designated Areas;
- (2) Once a Representative has completed Permit Holder's business, the Representative shall

promptly depart from the Airport; and

(3) Each driver must operate their vehicle in a safe and lawful manner at all times.

(h) Service Standards. It is the policy of the Authority that all services providers give the best possible service to the public and all customers using the Airport facilities. Permit Holder understands that quality, customer service, and value are important to the operation of the Airport, and Permit Holder agrees to cooperate at all times in support of this policy and to manage its employees, representatives, users, and programs in order to provide a high level of quality and customer service, including the standards described in **Exhibit F** attached. Permit Holder shall monitor its operations to ensure a high standard of service is rendered to the public and that vehicles are operated in a safe and lawful manner while on premises, in the judgment of the Authority. All customers shall receive prompt, attentive, and courteous service.

(i) General Prohibited Activities. Without limiting any other provision herein, absent the Authority's prior written consent, neither Permit Holder nor its' Representatives shall:

(1) cause or permit anything to be done, on the Airport, which would reasonably be likely to:

(i) create a nuisance; or

(ii) obstruct or interfere with the rights of others on the Airport or injure or annoy them;

(2) commit, or suffer to be committed, any waste upon the Designated Areas or the Airport;

(3) use or allow the Designated Areas to be used, for any improper, immoral, unlawful or reasonably objectionable purpose;

(4) obstruct the sidewalk, passageways, stairways or escalators, in front of, within or adjacent to the Designated Areas or the roadways;

(5) do or permit to be done, anything, in any way, which would be reasonably likely to materially injure the reputation or image of the Authority or appearance of the Airport or violate Authority Ordinances, Rules and Regulations;

(6) leave a Vehicle unattended in the Designated Areas or elsewhere on the Airport;

(7) Allow operation of a Vehicle on Airport roadways by an unauthorized Driver;

(8) Conduct Permit Holder's business at any location other than the Designated Areas;

(9) Failing to provide information, or providing false information, to Authority personnel upon request;

(10) Conducting business activities other than Permit Holder's business on Airport property;

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

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

- (13) Failing to comply with posted speed limits and traffic control signs;
- (14) Using profane or vulgar language;
- (15) Solicitation of any activity prohibited by the applicable laws, ordinances, rules or regulations;
- (16) Operating a Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- (17) Disconnecting any pollution control equipment;
- (18) Using or possessing any illegal drugs, narcotics or weapons while on Airport property;
- (19) Operating a Vehicle without proper licensing or insurance;
- (20) Engaging in any criminal activity;
- (21) Or otherwise violate any term or condition of this Permit.

(j) Engaging in Prohibited Activities. If Permit Holder or a Representative engages in any of the Prohibited Activities listed in **Article I(i)**, Permit Holder will pay to the Authority a supplemental permit charge (“Charge”) of \$250 each time there is an infraction, as defined in **Exhibit B**, **as well as take the following actions:**

- i. 1st Offense: Permit Holder will give written warning to the Representative involved.
- ii. 2nd Offense: Permit Holder will give second written warning to Representative involved which Representative will be required to acknowledge in writing. Permit Holder will also restrict Representative from operating at the Airport for 14 calendar days.
- iii. 3rd Offense: Permit Holder will restrict Representative from operating Permit Holder’s business at the Airport permanently.
- iv. Notwithstanding any or no time limits in subsection (i) thru (iii) above, Representatives are not permitted to conduct Permit Holder’s business at RDU until the Charge has been paid. Permit Holder shall keep a written record of any actions required under this **Article I(j)**.

(k) Appeals. If Permit Holder wishes to appeal a Charge or suspension assessed under Progressive Discipline, the Permit Holder must do so in writing. To appeal, Permit Holder must submit a clear and complete written statement describing the reason for the appeal within five (5) days from the date of notice of the Charge or suspension. Appeals must be submitted via e-mail to appeals.officer@rdu.com with a copy to the GT Team at ground.transportation@rdu.com.

The Appeals Officer may uphold, reduce, or dismiss the Charge or suspension.

II. INDEMNIFICATION

Permit Holder agrees to indemnify, defend and hold harmless the Authority, its officers, directors, agents and employees, from and against any and all suits, claims, actions, damages, liabilities, judgments, losses, costs, fines, penalties, and expenses paid or payable to a third party (including, but not limited to, reasonable attorney's fees, court costs and litigation expenses), arising by reason of injury to or death of any person or damage to any property of any nature whatsoever arising out of or related to: (1) Permit Holder's performance or exercise of this Permit and rights granted under this Permit; (2) an intentional act or a negligent act or omission of any of Permit Holder's officers, employees, agents, contractors, subcontractors, licensees, or invitees regardless of where the injury, death or damage may occur; (3) the failure of Permit Holder to comply with any applicable laws, ordinances, rules or regulations related to this Permit; or (4) any breach or default by Permit Holder of any of its obligations under this Permit. Notwithstanding the foregoing, Permit Holder shall have no obligation under this Section for claims to the extent arising solely out of or related to any negligent act or omission of the Authority or its officers, directors, agents, and employees. The indemnification and hold harmless obligations of Permit Holder under this Permit shall survive any expiration or termination of this Permit.

III. TERMINATION

The Authority may terminate this Permit immediately upon written notice in the event of: 1) breach of or failure to perform any term or condition of this Permit by Permit Holder or its Representatives; failure to make timely payments of amounts due the Authority; violation of Airport Ordinances, standards, rules, or regulations, or local, State, or Federal laws by Permit Holder or its Representatives; or the occurrence of an event or a situation that, in the opinion of the President & CEO, requires revocation of a permit to protect the public health, safety, welfare, or morals or preserve the financial interests of the Authority. The Authority may terminate this Permit at any time for any other reason or no reason by giving thirty (30) days advance written notice to Permit Holder.

IV. ASSIGNMENT

Neither the rights nor the obligations of either party arising under this Permit shall be transferred or assigned by Permit Holder without the prior written consent of the Authority.

V. SUCCESSORS AND ASSIGNS

All covenants and agreements in this Permit by or on behalf of either of the parties hereto shall bind the successors and assigns of such party and shall inure to the benefit of the successors and assigns of the other

party.

VI. CONSTRUCTION OF PERMIT

In the event of any conflict between the terms of this Permit and the terms of any document attached hereto and incorporated herein by reference, this Permit shall control and the conflicting provision of the attachment shall, to the extent of the conflict, be null and void. The headings contained in this Permit are for reference only and shall not affect the rights or obligations of either of the parties hereunder.

VII. GOVERNING LAW

This Permit and the duties, responsibilities, obligations and rights of the respective parties hereunder shall be governed by the laws of the State of North Carolina. The exclusive venue for any action between the Authority and TNC arising out of or in connection with this Permit shall be in Wake County, North Carolina.

VIII. COMPLIANCE WITH APPLICABLE LAWS

Permit Holder shall comply with all applicable federal, state and local laws, codes and regulations, including the applicable ordinances, rules, policies, bulletins, notices, directives and regulations of the Authority, the Transportation Security Administration, and the U.S. Customs and Border Protection Service as amended from time to time. Nothing in this Permit shall be construed to conflict with any applicable Federal, state or local law, code or regulation, including the ordinances, rules, policies, bulletins, notices, directives and regulations of the Authority, the Transportation Security Administration, and the U.S. Customs and Border Protection Service as amended from time to time. Permit Holder must provide a copy of any applicable business license when requested by the Ground Transportation Team.

IX. RIGHTS AND REMEDIES

The Authority's rights and remedies as set forth herein shall be in addition to any other right or remedy now and hereafter provided by law or in equity. All rights and remedies shall be cumulative and not exclusive of each other. No delay by the Authority in exercising a right or remedy shall constitute acquiescence thereof.

(a) The Authority's Right to Relocate or Terminate. If at any time during the term of this Permit the Authority determines, in its sole judgment, that it is necessary for the efficient operation of the Airport that this Permit be terminated or that Permit Holder's operations be relocated, in whole or in part, the Authority may require Permit Holder to either relocate the effected operation(s) or the Authority may terminate this

Permit.

(b) Temporary Closure. If at any time during the Term the Authority determines, in its sole judgment, that it is necessary for the efficient operation of the Airport or for health and safety reasons that Permit Holder discontinue use of one or more areas within the Designated Area for a temporary period, the Authority may provide Permit Holder with written notice directing such closure. The Authority may attempt to relocate such operation(s) to another suitable location.

(c) Right of Development. The Authority reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of Permit Holder, and without interference or hindrance. To facilitate the planning, design, or construction of any such modifications, the Authority may direct the Permit Holder to vacate such portions of the Airport as is necessary. If the Authority shall give notice thereof to Permit Holder, Permit Holder shall promptly thereafter remove all of Permit Holder's trade fixtures and equipment from the Designated Area (if any) and for such period of time (including the remainder of the Term) as the Authority shall direct in its said notice. The Authority shall not have any liability for any damages or loss of profits or cost by reason of such removal, relocation of improvements, or restoration.

(d) Right to Maintain. The Authority reserves the right, but shall not be obligated to Permit Holder, to maintain and keep in repair all areas of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Permit Holder in this regard.

(e) Right of Flight. There is hereby reserved to the Authority, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Designated Area. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport.

(f) No Limit On The Authority's Powers. Nothing in this Permit shall limit, in any way, the power and right of the Authority to exercise its governmental rights and powers, including its powers of eminent domain.

X. FORCE MAJEURE

A party hereto shall not have liability to the other herein due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, or extreme weather (a "Force Majeure Event").

XI. OTHER CONDITIONS

- (a) Permit Holder Contract Manager. Permit Holder's shall designate to the Authority a Contract Manager. Permit Holder shall not replace or substitute for the Contract Manager during the Term of the Permit except upon written notice to the Authority.
- (b) Authority Contract Manager. The Authority's Contract Manager shall be the Vice President of Commercial Management. The Permit Holder shall communicate and coordinate all matters related to this Permit through and with the Ground Transportation Manager or their designee.
- (c) Notices. Except as otherwise specifically provided in this Permit, any notice, demand or other correspondence given under this Permit shall be in writing and given by prepaid certified mail (return receipt requested), or reputable overnight courier (such as Federal Express), to: (a) Permit Holder at its notice address; or (b) the Authority at its notice address; or (c) such other address as either Permit Holder or the Authority 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 as of the date the receipt is reported by the USPS or by the overnight courier. 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.

Notices required to be given under this Permit shall be delivered to:

FOR THE AUTHORITY:

President & CEO PO

Box 80001

1000 Trade Dr.

RDU Airport, NC 27623

With a copy emailed to: ground.transportation@rdu.com

FOR Permit Holder: As noted on the Permit Application

- (d) Waiver of Performance. The waiver by either Party of performance of any provisions of this Permit shall not constitute a future waiver or performance of such provisions.
- (e) No Representations. Permit Holder acknowledges and agrees that neither the Authority nor any person on behalf of the Authority has made and the Authority hereby disclaims, any representations or warranties, express or implied, regarding the business venture proposed by Permit Holder at the Airport, including any statements relating to the potential success or profitability of such venture. Permit Holder represents and warrants that it has made an independent investigation of all aspects of the business venture

contemplated by this Permit.

(f) Limitation on Damages. Notwithstanding anything in this Permit 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.

(g) Federal Nondiscrimination. Permit Holder understands and acknowledges that the Authority 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 the Authority for certain Airport programs and activities, and that the Authority is required under said Regulations to include in every agreement or concession pursuant to which any person or persons other than the Authority operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Permit Holder agrees, as follows: "Permit Holder, in its operation at and use of the Raleigh-Durham International 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."

(h) Drug-Free Workplace. Permit Holder acknowledges that, pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on Airport premises. Any violation of this prohibition by Permit Holder or its Representatives shall constitute a default hereunder.

(i) Subordination. This Permit is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the Authority and any Governmental Entity relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the Authority for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act, as amended.

(j) Lobbying Activities. Permit Holder certifies that to the best of its knowledge and belief that: 1) no federally or state appropriated funds have been paid or will be paid by or on behalf of Permit Holder to any person for influencing or attempting to influence an officer or employee of any agency of the United States government or a member, officer or employee of the United States Congress, or an employee of a member of the United States Congress, in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into any cooperation agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement; and 2) if Permit Holder has compensated or does compensate any person for influencing or attempting to influence an officer or employee of any agency of the United States government, a member, officer or employee of the United States Congress, or any employee or member of the United States Congress, in connection with any contract, grant, loan or cooperative agreement, then Permit Holder shall complete and submit to the Authority, in accordance with its instructions, Standard Form L.L.L., “Disclosure of Lobbying Activities;” and 3) Permit Holder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and make disclosures in accordance with this Permit.

(k) Non-Interference. Permit Holder, by accepting this Permit, expressly agrees for itself and its successors and assigns that it will not take any action that in any manner might interfere with any operations at the Airport under current or future conditions or which might otherwise constitute a hazard.

(l) Security. Permit Holder recognizes its obligations to comply with Federal Airport Security Regulations. Permit Holder will reimburse the Authority, in full, for any fines or penalties levied against the Authority for security violations as a result of any actions on the part of Permit Holder, its agents, contractors, suppliers, guests, customers, or employees and for any attorney fees or related costs paid by the Authority as a result of any such violation.

(m) Modifications Required by FAA. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Permit as a condition precedent to the granting of funds for the improvement of Airport, Permit Holder agrees to consent to such amendments, modifications, revisions, supplements or deletions or any of the terms, conditions, or requirements of this Permit as may be required to obtain such funds; provided, however, that in no event will Permit Holder be required, pursuant to this paragraph, to agree to a change in the use, provided it is an authorized use.

(n) Americans with Disabilities Act. Permit Holder shall comply with the applicable provisions of the Americans with Disabilities Act and the Rehabilitation Act, and any administrative rules promulgated to implement the Acts, with regard to Permit Holder’s operations.

(o) OFAC Certification. Permit Holder certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Permit Holder hereby agrees to defend, indemnify and hold harmless the Authority from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.

(p) War or National Emergency. During the time of war or national emergency, the Authority shall have the right to lease the landing area of the Airport or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

EXHIBIT B – FEES AND REPORTS

- (a) **Rates, Fees and Charges.** The following rates and fees are as established by the Authority Board. They shall remain in effect until adjusted by the Authority Board.

FY 26-27 Ground Transportation Rates Effective May 1, 2026

Vehicle Size	FY 26 Trip Fee	FY 26 Dwell Fee	FY 26 Headway Fee	FY 26 Recirculation Fee
(1-8)	\$4.54	\$5.68 for 10 minutes	n/a	\$4.54
(9-24)	\$7.27	\$9.09 for 10 minutes	\$6.82 within 3 minutes	\$7.27
25+	\$12.27	\$15.34 for 20 minutes	\$11.45 within 3 minutes	\$12.27
Baggage Delivery	\$4.54	\$5.68 for each 10 minutes	n/a	\$4.54
TNC	\$4.54	n/a	n/a	n/a

Other Fees	FY 26 Fees
Annual Permit Renewal Fee	\$170.47
Transponder Fee	Internal Sticker \$28.41 External mounted \$56.83
Revocation Fee	\$113.65
Tampering Fee	\$56.83
Progressive Discipline	\$250

Other Permits	FY 26 Permit Fee
Special Access Permit	\$56.83. per day per vehicle for unlimited trips.
Garage Access Permit	\$56.83 per day per vehicle for unlimited trips.
Garage Access Program	\$219.59 per vehicle (monthly)

(b) As used in this Permit, the following capitalized terms shall have the following meanings:

- “Supplemental Permit Charge” or “Charge” Permit Holder will pay to the Authority a Charge of Two Hundred and Fifty Dollars (\$250.00) for each occurrence when a Representative operating under the Permit Holder Permit is found by the Authority to be in violation of **Article I(j)**.

(c) Permit Holder agrees to pay all rates, fees, and/or charges due to the Authority in full in the relevant month. All payments hereunder shall be paid in lawful money of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind. Applicable rates, fees and charges will be invoiced on the 1st day of the month, due at the end of such month, and charged to the credit card provided in the Permit application on the 7th day of the month (unless other arrangements have been agreed to by the Authority).

(d) Any account not paid by the due date shall be classified as delinquent. All delinquent accounts shall be notified via email. All issued transponders shall be suspended, and the Operator shall be prohibited from using Airport roadways. At the discretion of the Authority, an account may be reactivated once paid in full. A reactivation fee, determined by the Authority, shall be charged and is due prior to reactivation. Any delinquent account is subject to permanent suspension or payment of a revocation fee.

(e) Any payments hereunder not paid when due may be subject to the applicable delinquent charges listed below.

(1) Late fee – If payment is not made by the last day of the month due, the Authority may collect a late payment charge up to ten percent (10%) of the delinquent balance.

(2) Interest fee – The Authority may collect interest on all invoices not paid within ten (10) calendar days of the date due at the rate of eighteen percent (18%) per annum, (or one and one-half percent 1.5% per month), or the maximum rate of interest allowed by law, whichever is less. The interest is calculated from the date such payment is due, until it is paid in full.

(3) NSF fee – The Authority may charge a returned check fee of one hundred dollars (\$100)

per returned check.

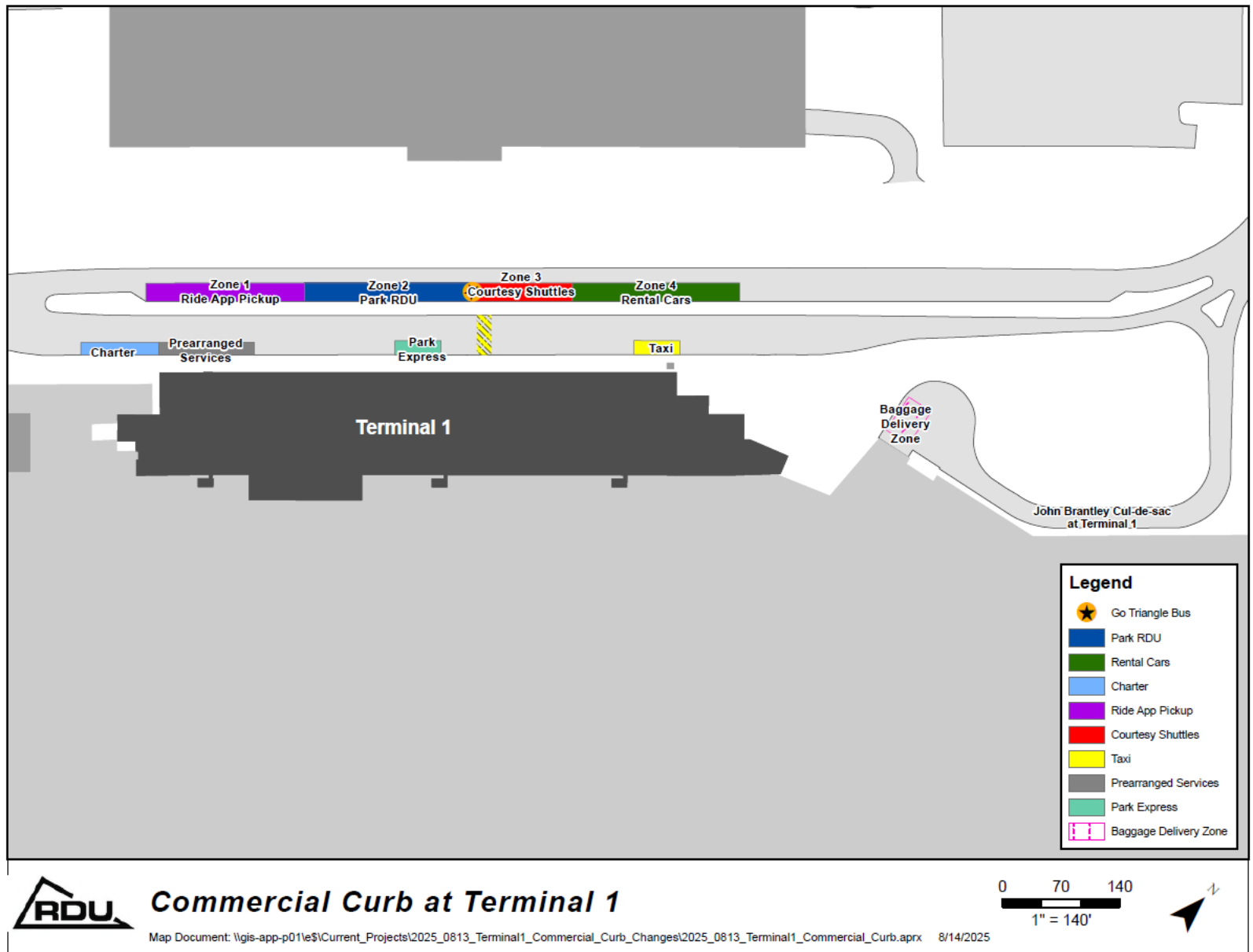
- (f) In the event that either party disputes Permit Holder's amount due, or any portion thereof:
- (1) such party will identify the disputed items and notify the other in writing;
 - (2) Permit Holder shall continue to meet the requirements of this Permit, even in the absence of an agreement regarding the disputed items;
 - (3) the parties may reserve all rights related to the disputed items;
 - (4) the parties shall negotiate the disputed items in good faith; and
 - (5) any disputed item that is not resolved during negotiations and/or mediation may be referred to the Wake County Superior Court for resolution, which shall have exclusive jurisdiction.

(g) Permit Holder agrees to maintain and make available to the Authority at Permit Holder's place of business or a mutually agreed upon third party location, during regular business hours, accurate and detailed books and accounting records, which shall be kept in accordance with generally accepted accounting principles, reflecting the performance of its obligations under this Permit. Upon the Authority's reasonable prior written request, which shall not occur more than once per calendar year, Permit Holder shall permit the Authority to audit and examine such books and records relating to the performance of its obligations under this Permit at Permit Holder's place of business or a mutually agreed upon third party location. Permit Holder shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years from the expiration of this Permit or the last date of operations at the Airport, whichever is later, but in no event for a period longer than seven (7) years.

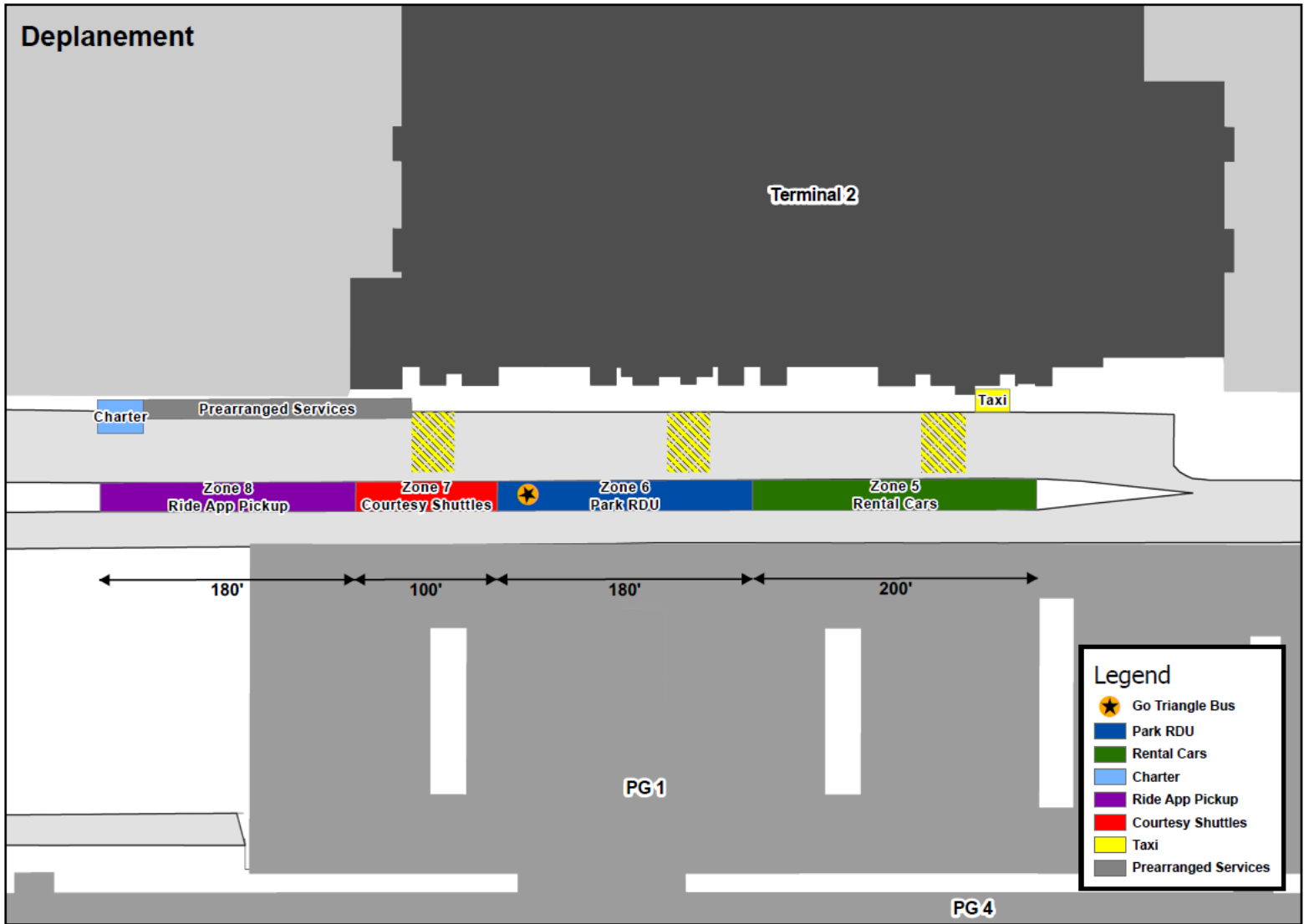
EXHIBIT C – APPROVED OPERATING AREAS

Terminal Maps – Commercial Staging

Terminal 1

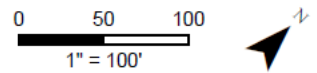


Terminal 2

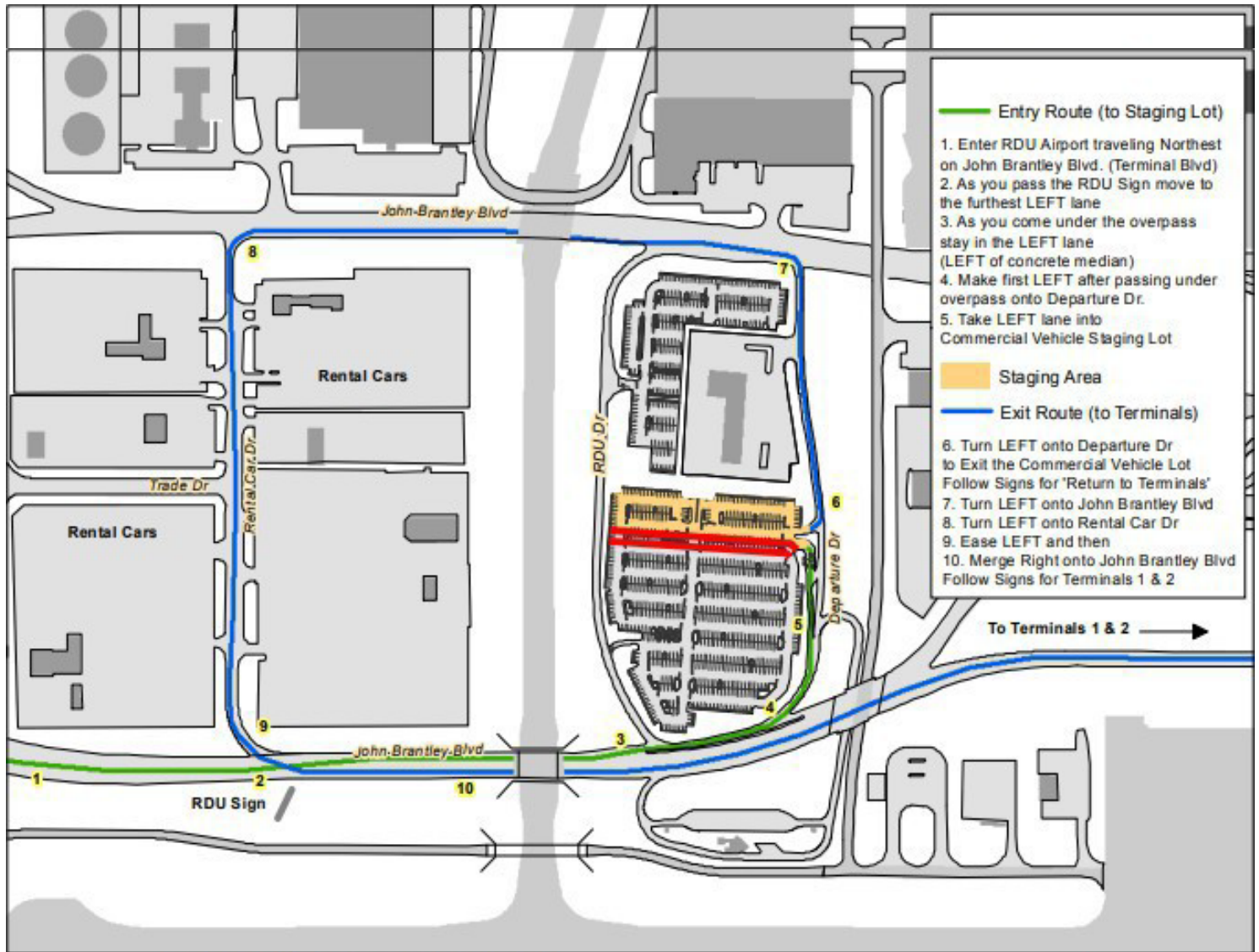


Commercial Curb at Terminal 2

Map Document: Y:\Current_Projects\2025_0716_Commercial_Curb_Changes_T2\2025_0716_Commercial_Curb_Changes_T2.aprx 7/16/2025



Staging Lot



Entry/Exit Commercial Vehicle Lot

Map Document: \\rdugis1\GIS\Current_Projects\GT\2017\1102_Staging_Lot\Commercial_Staging_Lot.mxd

0 150 300
1 inch = 300 feet



EXHIBIT D – LETTER OF CREDIT REQUIREMENTS

- (a) Creditworthiness. Permit Holder shall adhere to the Authority's Creditworthiness Policy and the Creditworthiness Procedure, effective as of June 7, 2022, and as amended from time to time by the Authority, by complying with the instructions contained in the Authority's "Creditworthiness Compliance – Tenant Instructions" document, as may be amended or modified by the Authority in its sole discretion (hereinafter, the "**Instructions**"). The Instructions are posted on the Authority's "Do Business with RDU" webpage (<https://www.rdu.com/do-business-with-rdu/>). Permit Holder acknowledges and agrees that it has reviewed the Instructions as of the Effective Date, and that Permit Holder will comply with the Instructions (including if/as amended or modified) during the Permit Term.
- (b) **At this time, the Authority has elected to not request a security deposit of Permit Holder. Permit Holder must keep a current and valid credit card with sufficient credit availability on file in the AdComp platform for billing at all times.** Should Permit Holder fail to make any payment due under this Permit, the Authority may, but shall not be obligated to, secure such amounts due from the credit card information submitted with the Permit application without notice.
- (c) No trust relationship is created herein between the Authority and Permit Holder with respect to these credit requirements.

EXHIBIT E – INSURANCE REQUIREMENTS

Permit Holder shall procure and maintain, at its sole cost and expense and at all times during the term of this Permit, insurance of the kind and in the amount hereinafter provided, by financially responsible and qualified companies authorized to do business in the State of North Carolina, or North Carolina Department of Insurance approved eligible surplus lines insurer, covering all operations under this Permit (including those of Drivers). Prior to the Commencement Date, Permit Holder shall provide to the Authority a certificate of insurance and/or endorsements, in a form acceptable to the Authority, listing the Authority as “Additional Insured” or “Designated Insured,” and showing that Permit Holder has complied with the obligations of this Section. No policy shall be materially changed or terminated until at least thirty (30) days prior written notice thereof has been given to the Authority. The following insurance coverages are required to be provided by Permit Holder under this Permit:

Operator Type	Vehicle Size	<u>Insurance Requirement</u> Automobile Certificate of Liability Insurance (COI)	Preferred Document
Non-Tenant CGTO*	1-15 capacity	Combined Single Limit of \$1,500,000	Accord Form
Non-Tenant CGTO	16 + capacity	Combined Single Limit of \$5,000,000	Accord Form
Non-Tenant CGTO Off Airport Parking Lot		Combined Single Limit of \$1,500,000	Accord Form
Non-Tenant Hotel CGTO		Combined Single Limit of \$1,000,000	Accord Form
Non-Tenant Baggage Delivery		Combined Single Limit of \$1,000,000	Accord Form
Tenant Rental Car CGTO		Combined Single Limit of \$1,000,000	Accord Form

*CGTO = Commercial Ground Transportation Operator

If the policy has scheduled or hired autos only, the Accord form must include a description of each vehicle and VIN. All Accord forms must have the Certificate Holder listed as:

**RDU Airport Authority
PO Box 80001
RDU Airport, NC 27623**

All Vehicles must be included under Permit Holder's Commercial Automobile Liability Policy or covered by a blanket coverage endorsement. The limits of the foregoing insurance shall not, in any way, limit the liability of Permit Holder under the terms of this Permit, nor shall it limit Permit Holder's obligations. In addition, the foregoing insurance policies are primary insurance to any other insurance held by the Authority with respect to any covered claims arising out of this Permit. If Permit Holder is unable to procure or maintain the insurance coverage required by this Permit, the Authority may require Permit Holder to cease any and all operations until such coverage is obtained.

EXHIBIT F – SERVICE STANDARDS

RDU Vision Statement – To Deliver A World Class Airport Experience

The Raleigh-Durham Airport Authority, in cooperation with its internal departments and business partners, adopts these Service Standards for the benefit of all airport customers. It is the desire of the Authority to have all commercial vehicle operators possessing an RDU permit meet and/or exceed these standards.

Courtesy, Awareness, and Efficiency

- Be capable of communicating adequately when in contact with customers.
- Greet all customers in a courteous and professional manner and maintain appropriate eye contact.
- Display a positive attitude toward customers and fellow employees at all times.
- Project a pleasant, friendly and attentive demeanor at all times.
- Maintain appropriate body language and a pleasant tone of voice while conversing with a customer and fellow employees to create a positive climate.
- Use proper and courteous vocabulary and tone of voice with customers. Use words such as “please,” “yes,” “hello,” and “thank you.”
- Assure that the customer’s needs are met by providing or calling for the appropriate services, even when those needs are outside of the employee’s specific job scope.
- Be well-informed, capable of providing directions and information using clear and understandable terms. Know how to obtain requested information or services for customer and provide accurate information.
- Remain calm when encountering an upset customer and never argue with a customer.
- Listen, show empathy, and offer a solution or an adequate alternative when dealing with a dissatisfied customer. If unable to satisfy the customer or resolve the issue, direct the customer to the immediate supervisor.
- Refrain from using foul or inappropriate language at all times.
- Smoke only in designated exterior areas.
- Be alert and attentive at all times.
- Know where and how to obtain assistance in order to respond to medical and operational emergencies and respond effectively and efficiently.
- Maintain professional composure in all customer interactions.
- Respond to customer inquiries in a timely manner. All customer inquiries are expected to receive a response or acknowledge within 48 hours or two business days from receipt.

Partnership

- Maintain an attitude or mindset that encourages relationship building.
- Assist in making every passenger’s experience a positive one.
- Make every effort to satisfy a customer’s needs, even when those needs are outside the employee’s specific job scope.
- Use all available resources to assist each passenger.
- Show a willingness to provide assistance when necessary to ensure total customer satisfaction.
- Serve as an example and operate as a reminder of proficient, exceptional service.
- Take pride in the service offered at RDU.
- Never allow a customer to hear “It’s not my job,” because taking care of our customers is everyone’s job.
- Recognize and respect the diversity of our airport community. Acknowledge that all RDU employees, tenants, air carriers, Authority staff, and subcontractors are our internal customers and strive for positive collaborative working relationships.

Keep this for your records. Contact the ground transportation office if you have questions. 919-840-7530.

EXHIBIT G – REQUIRED FEDERAL PROVISIONS

The following provisions are required by the Federal Aviation Administration. The parties acknowledge any reference to “Contractor” shall mean Permit Holder, and “contract” shall mean the “Permit.”

(1) **Civil Rights – General.** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and its subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

(2) **Civil Rights – Title VI Assurance.** Compliance with Nondiscrimination Requirements: During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- a. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Permit.
- b. **Nondiscrimination:** Contractor, with regard to the work performed by it during the Permit, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Permit covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor’s obligations under this Permit and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Permit, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to Contractor under the Permit until Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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);
- 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);

- 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);
- 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;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (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);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which 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;
- 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 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).