

**PERMIT
TO CONDUCT GROUND TRANSPORTATION SERVICES AT
SAN DIEGO INTERNATIONAL AIRPORT**

This Permit To Conduct Ground Transportation Services at San Diego International Airport (“Permit”) is issued by the San Diego County Regional Airport Authority (“Authority”), a local governmental entity of regional government, to _____ (“Permittee”), a _____, authorized to do business in the State of California.

RECITALS

WHEREAS, Authority is empowered to grant the right and privilege to operate as a Ground Transportation Service Provider for passenger pick-ups at the San Diego International Airport (“Airport”); and

WHEREAS, Permittee, as a Ground Transportation Service Provider, represents and warrants that it possesses the necessary experience, licenses and qualifications to lawfully operate as a Ground Transportation Service Provider for passenger pick-ups at Airport and for the transportation of said passengers; and

WHEREAS, Permittee desires to be granted the non-exclusive privilege of operating as a Ground Transportation Service Provider by executing a permit granted by Authority.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and other provisions contained in this Permit, the parties agree:

ARTICLE 1 - DEFINITIONS

The words and phrases as used in this Permit shall have the following meanings unless the context clearly indicates otherwise:

“**Airport**” means the San Diego International Airport, Lindbergh Field.

“**Airport Car Rental Agency**” is defined as a business that provides vehicles for rent to Airport passengers.

“**Airport Customer**” means any user of the Airport who proposes to use a Ground Transportation Service Provider’s services, including, without limitation, for pick-up.

“**Application**” means the form Application for Ground Transportation Service Permit, as duly and accurately completed by Permittee prior to the issuance of this Permit.

“**Authority**” means the San Diego County Regional Airport Authority.

“**Automatic Vehicle Identification System (AVI)**” means a system for the automatic tracking of Vehicle movement on the Airport roadways and in or on parking facilities, which may include, without limitation, the placement of a transponder or other device upon a Vehicle.

“**Business Day**” means any calendar day except Saturday, Sunday, and any other day observed as a legal holiday by Authority. For purposes of this Permit, if the time in which any act is to be performed falls on a Saturday, Sunday, or legal holiday, the time for performance shall be extended to the following business day.

“Charter Vehicle” shall mean any vehicle issued a Charter Party Permit by the California Public Utilities Commission.

“Commencement Date” is defined as the date upon which Permittee is first eligible pursuant to this Permit to operate as a Ground Transportation Service Provider for passenger pick-ups at Airport.

“Commercial Activity” is defined as the transportation of persons and baggage from or within the Airport for compensation or as part of transportation by a Courtesy Vehicle.

“Courtesy Vehicle” shall mean any vehicle used by a hotel, rental car company, off-airport parking lot, or any other service transporting passengers where there is no charge for said service.

“Day” means any calendar day, unless a business day is specified.

“Expiration Date” is defined as the date upon which this Permit expires or is sooner suspended or revoked in accordance with the terms of this Permit.

“Ground Transportation Service Provider” is defined as any business that provides ground transportation services to Airport passengers for compensation or transports Airport passengers as a courtesy service using Courtesy Vehicles.

“Laws” means any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other governmental agency or authority having jurisdiction over the parties in effect either at the time of execution of this Permit or at any time during the term of this Permit, including, without limitation, any regulation or order of a quasi-official entity or body.

“Manager” means Authority Ground Transportation Manager or such person as may be designated to carry out the duties of Manager under this Permit.

“MTDB” means the San Diego Metropolitan Transit Development Board (MTDB).

“Permit” means this Permit to Conduct Ground Transportation Services at the Airport.

“Permittee” means the entity defined on Page 1 of this Permit. Unless the context requires otherwise, any reference to Permittee shall be construed to include any of Permittee’s drivers, employees, representatives and other agents.

“Pre-arranged” means the providing for hire of commercial ground transportation services from the Airport, where such transportation was contracted or arranged for, by, or on behalf of the passenger either (1) in advance of the passenger’s arrival at the Airport, or (2) after the passenger’s arrival at the Airport by communicating with a Ground Transportation Service Provider. Pre-arranged transportation includes transportation provided by a Courtesy Vehicle where the passenger is not directly charged for such transportation.

“Provision” means any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in this Permit that defines or otherwise controls, establishes, or limits the performance required or permitted by either party. All provisions, whether covenants or conditions, which are applicable to Permittee, shall be deemed to be both covenants and conditions.

“PUC” means the California Public Utilities Commission.

“Rules and Regulations” means all rules and regulations of Authority, including but not limited to, the “San Diego International Airport Ground Transportation Rules,” the “Rules and Regulations, San Diego International Airport, Section 5 Landside Operations,” the “Rules and Regulations, San Diego International Airport, Annex 3 Commercial Ground Transportation Rules and Regulations,” and any new, modified or additional rules and regulations, which the Authority now or hereafter enacts, and as may be amended from time to time.

“Solicitation” means the uninvited initiation of a conversation or other uninvited contact by a driver, other employees, representative or agent (whether formal or informal) of any Ground Transportation Service Provider with any person, for the purpose of enticing or persuading said person to use any service or facilities provided by the Ground Transportation Service Provider or any affiliate of any Ground Transportation Service Provider.

“Taxicab” is a passenger vehicle for hire (1) which is used to transport passengers on public streets, and (2) where the charges for use of said vehicle are determined by a taximeter.

“Taxicab Services Provider” is a Ground Transportation Service Provider who transports passengers in a taxicab.

“Trip” means each time a Vehicle enters onto a transportation plaza at the Commuter Terminal, Terminal 1 or Terminal 2 at the Airport.

“Trip Fee” means a fee established by resolution or ordinance of the Authority Board for each trip of a Permittee’s vehicle, payable to Authority.

“Vehicle” means any automobile, van, bus, limousine, and other wheeled conveyances, operated by a Ground Transportation Service Provider, in which any person or property can be transported upon land.

“Vehicle for Hire” means any vehicle or operator issued a Passenger Stage Corporation Certificate by the California Public Utilities Commission.

“Vehicle Identification Decal” means a decal issued by the Authority to be placed on each permitted Ground Transportation Service Provider’s vehicle to identify those vehicles approved to operate on Airport premises.

“Waybill” for charter operators, means a document, as defined by the PUC, containing, but not limited to, the operator’s TCP number, driver’s name, vehicle number, passenger name(s), number of persons in party, location of pick up, and airline and flight number on which the passenger(s) arrived or will arrive.

ARTICLE 2 - TERM OF PERMIT

The term of this Permit shall commence on **July 1, 2009 and shall expire on June 30, 2010**, unless sooner suspended or revoked in accordance with the terms of this Permit.

ARTICLE 3 - USE AND PRIVILEGES BY GROUND TRANSPORTATION SERVICE PROVIDERS

- 3.1 **Use** - Authority hereby authorizes Permittee for the term, and subject to all the terms, conditions and covenants of this Permit and all applicable rules and regulations, to provide Ground Transportation Services to Airport customers and their baggage for one of the services indicated on Permittee's Application to be conducted only at such specific locations as may be specified by the Manager. Permittee shall only use approved vehicles as specified on the Application and as expressly approved by the Manager in writing, in accordance with the terms and conditions contained in this Permit.
- 3.1.1 Permittee understands and agrees that the rights and privileges conferred to it under this Permit are non-exclusive and do not establish or vest in Permittee any right to preferential use of Airport facilities relative to other commercial users of the Airport, nor do they restrict the Airport from granting exclusive or priority uses of Airport facilities to others.
- 3.1.2 Permittee agrees that Authority may publish or disseminate any information provided by Permittee about schedules, routes, rates and charges. Authority shall not be liable to Permittee for any inadvertent errors in the information published or disseminated. Permittee shall indemnify and hold harmless Authority from any claims or costs arising from inaccuracies in the information provided by Permittee to Authority and/or Permittee's failure to follow the schedules or routes provided to Authority.
- 3.2 **Limitations on Use** - Permittee's use of the terminals and the Airport shall be limited as follows:
- 3.2.1 Permittee shall not obstruct or interfere with the rights of others using any part of the Airport,
- 3.2.2 Permittee shall not commit, cause, maintain, or permit or suffer, or allow to be committed, caused, maintained, or permitted, any legal waste upon any portion of the Airport, nor any public or private nuisance, nor any other act or thing which may disturb the quiet enjoyment of any other tenant, licensee, invitee, or person using or occupying any portion of the Airport.
- 3.2.3 Permittee, its drivers, employees, representatives and agents shall not solicit business or engage in any manner of solicitation of business except as expressly permitted and regulated in writing by the Authority.
- 3.2.4 Permittee and Permittee's drivers, employees, representatives and agents shall comply with all laws, including, without limitation, the Rules and Regulations.
- 3.2.5 Authority reserves the right to construct or designate areas where Permittee's vehicles shall be temporarily parked when not actively loading or unloading passengers. Permittee shall pay the fees established by of the Authority for use of such areas. Nothing herein allows any Permittee or driver to leave any vehicle unattended, unless specifically allowed under this Permit or the Rules and Regulations.
- 3.2.6 Any changes in Permittee's service levels at the Airport must be submitted in writing to the Manager, including but not limited to, the type of vehicle used. Any

proposed changes must be submitted to the Manager at least thirty (30) days prior to the proposed implementation date.

- 3.3 **Relocation of Operations** - In the event Authority determines that the relocation of Permittee's pick-ups at the Airport is necessary, Permittee shall relocate all or part of its Ground Transportation Service Provider operations on the Airport in an expeditious manner and only as may be permitted, directed or required by the Manager.
- 3.4 **No Guarantee of Business** - By issuing this Permit, Authority does not make, and has not made, any representation, warranty, assurance, or guaranty that the uses to which Permittee will put its Ground Transportation Service Provider operations will generate any minimum, maximum, or optimum volume of airline or other passenger traffic business, or that any minimum, maximum, or optimum volume of airline or other passenger traffic business will occur.
- 3.5 **Personnel** - All drivers, employees, representatives and agents of Permittee shall conduct themselves in a professional manner and be courteous to the public, passengers, and Airport employees and representatives. Obscene gestures, language, threats, physical harm, fighting, gambling, athletic events, drinking of alcoholic beverages by on-duty personnel are prohibited. Possession of or being under the influence of alcohol or illegal drugs is expressly prohibited.
- 3.6 **Signs and Advertising** - Permittee shall not install, erect, affix, paint, display or place or permit the installation, erection, affixation, painting, display or placement of any sign, lettering, or other advertising device or media in, on, or about the Airport, the terminals, or any portion thereof, without the prior written consent of the Manager.

ARTICLE 4 - FEES AND CHARGES

- 4.1 **Permit Fees** - During the term of this Permit, Permittee shall pay to Authority the following fees, for the privilege of coming onto Airport and using Airport's facilities and the economic benefits derived therefrom, and to reimburse Authority for the costs of providing services and facilities to Permittee, according to the following:
 - 4.1.1 **Application Fee** – Permittee shall pay to Authority an application fee in accordance with the amount set forth on the Application. This amount is due at the time the Application is filed with Authority.
 - 4.1.2 **Trip Fee** - By resolution of Authority's Board, Permittee shall pay to Authority a trip fee for each trip in an amount to be determined by the Board, in accordance with the payment procedures specified herein.
 - 4.1.3 **Establishment of Fees and Charges** - The trip fee and any other fees and charges for the conduct of Ground Transportation Service operations are established by resolution of Authority's Board. Fees may be modified or amended from time to time. Permittee shall be obligated to pay such fees and charges as established by Authority's Board.
 - 4.1.4 **Payment**
 - A. **Trip Fee and Trip Statement** - Permittee's trip fee payment is due and payable no later than thirty (30) days from the date of Authority's invoice. Such

payment shall be delinquent if not received within thirty (30) days of the date of invoice. Authority shall calculate the trip fees due from Permittee's trip activities as recorded by the AVI System.

- B. **Late Payment or Report** - Permittee shall pay a late payment fee equal to one percent (1%) per month of any late payment. The one percent (1%) late payment fee shall be charged to Permittee on the first day of delinquency and for each month thereafter that such payment or portion thereof is not timely received by Authority, until full payment is received by Authority. The assessment of a late payment fee or delinquent report fee shall be in addition to any other remedies Authority may have under this Permit, or at law or in equity, including interest on amounts not paid when due at the maximum rate allowed by law. Notwithstanding any right or remedy of Authority on account of such nonpayment, the obligation to pay the outstanding amounts of any fee or charge shall survive the suspension or revocation of this Permit.
- C. **Place of Payment** – All payments due hereunder shall be payable by means of check or money order to Authority. Application fees ***must be included with the Application at the time of submittal.*** Payments must include the name of Permittee as stated in this Permit.

- 4.2 **Provision of Information** - Permittee in consideration of the execution of this Permit shall provide the information set forth in the Application before execution of this Permit, and shall verify its completeness and accuracy.

ARTICLE 5 - VEHICLE REQUIREMENTS

- 5.1 **Identification** - Permittee shall report to Authority all of the information requested on the Application, for each vehicle operating at the Airport, prior to allowing such vehicle to operate at the Airport.
- 5.2 **Appearance** - Permittee's vehicles at the Airport shall conform to the vehicle requirements set forth in the Authority's Code and the Rules and Regulations.
- 5.3 **Vehicle Condition** - All vehicles must be maintained in good and safe mechanical condition and otherwise in compliance with Authority Code, California Vehicle Code, the California Public Utilities Code and Metropolitan Transit Development Board Ordinances. In addition, all vehicles must be clean and free of any visible damage, must have hubcaps and door handles and all equipment required by the Authority's Code, the California Vehicle Code, the California Public Utilities Code, and the Metropolitan Transit Development Board Ordinances. Authority reserves the right to perform periodic vehicle inspections to determine that vehicles are safe and in compliance with the standards set forth in this Permit. Authority, at its own discretion, may inspect vehicles prior to issuance of this Permit.
- 5.4 **Vehicle Identification Decal and AVI Transponder** - All Vehicles must display a Vehicle Identification Decal adhered to the Vehicle's inside front windshield, or in a location otherwise prescribed by Authority. No Vehicle may operate at Airport without first obtaining and properly displaying the Vehicle Identification Decal. Authority may require Permittee to affix a transponder or similar device as part of an AVI System. Authority will provide one transponder for each of Permittee's Vehicles, but the cost of replacing or repairing any transponder shall be borne by Permittee. Authority or its agent will be

responsible for installing AVI units on Permittee's Vehicle and shall do so in a professional manner so as to avoid unnecessary damage to the Vehicle. Permittee waives any and all claims against Authority for any incidental damage to the Vehicle by the ordinary process of installing or removing the transponder or similar device, unless solely caused by the negligence of Authority. Permittee shall execute an acceptance of the installation work done and a waiver of claims for damage from installation of the AVI device upon completion of the installation, unless the Vehicle was unreasonably damaged during installation.

- 5.4.1 No Permittee shall remove a Vehicle decal or transponder without authorization by Authority.
- 5.4.2 No Permittee shall damage, tamper, or attempt to damage or tamper with any Vehicle Identification Decal or transponder.
- 5.4.3 The Permittee shall be liable for all costs incurred to replace a lost or damaged transponder in addition to any applicable fine.
- 5.4.4 A Vehicle Identification Decal will be reissued without charge to any Permittee in good standing with the Authority for the purpose of replacing a Vehicle or Vehicle windshield, provided the Permittee returns the remnants of the Vehicle Identification Decal to be replaced.
- 5.4.5 No Permittee shall evade or attempt to evade any airport AVI reader. Any Permittee found evading or attempting to evade an AVI reader may be immediately suspended from Airport service.
- 5.4.6 Any Vehicle decal may be placed out-of-service in the event the Vehicle to which it is affixed is found out of compliance with Authority Rules and Regulation governing Vehicle condition. A decal placed out-of-service will not be permitted to operate at Airport until the Vehicle has been brought into compliance with the Rules and Regulations.
- 5.4.7 Vehicle Identification Decals may not be assigned or transferred by Permittee in any manner whatsoever and shall expire at the same time as this Permit.

ARTICLE 6 - INDEMNITY

- 6.1 **Permittee's Indemnification** - Permittee, for and on behalf of its directors, officers, employees, contractors, drivers, representatives and agents, covenants and agrees to indemnify, defend, and hold harmless Authority, its officers, employees, and agents, from and against any and all claims, demands, liabilities, losses, costs, expenses, penalties, suits, judgments or damages, arising out of or resulting at any time from any injury or death to person or damage to property as a result of the willful or negligent act or omission of Permittee, its directors, officers, employees, contractors, drivers, representatives or agents, or which results from their noncompliance with any laws respecting the condition, use, occupation or safety of the Airport or the terminals, or any part thereof, or which arise from Permittee's failure to do anything required under this Permit or for doing anything which Permittee is required not to do under this Permit, except as may arise from the active negligence or the willful misconduct of Authority, its directors, officers, employees, contractors, drivers, representatives or agents. This provision shall survive termination of this Permit.

- 6.2 **Permittee's Assumption of Risk** - Permittee covenants that it shall voluntarily assume any and all risk of loss, damage, or injury to the person or property of Permittee, its directors, officers, employees, contractors, drivers, representatives and agents which may occur in, on, or about the terminals, or the Airport at any time and in any manner, except such loss, injury, or damage as may be caused by the active negligence or the willful misconduct of Authority, its officers, employees, or agents.

ARTICLE 7 - WAIVER

- 7.1 **Waiver by Permittee** - As a material part of the consideration to be rendered by Permittee to Authority under this Permit, Permittee waives any and all claims or causes of action against Authority, its officers, employees, and agents which Permittee may now or hereafter have at any time for damage to Permittee's property located in, on, or about the Airport or the terminals, and for injury to or death of any person occurring in, on or about the terminals or the Airport from any cause arising at any time, except as may arise from the active sole negligence or the willful misconduct of Authority, its officers, employees, and agents.

In addition to the foregoing, except as shall arise out of the active sole negligence or the willful misconduct of Authority, its officers, employees, and agents, Permittee specifically waives any and all claims or causes of action which it may now or hereafter have against Authority, its officers, employees, and agents for any loss, injury, or damage arising or resulting from any act or omission of any licensee, other Permittee, sublicensee, or concessionaire of the terminals or the Airport, or any person who uses the terminals or the Airport with or without the authorization or permission of Authority.

- 7.2 **Assumption of Risk from Flights** - Permittee agrees to voluntarily assume all risk of loss, damage, or injury to the person and property of Permittee, its directors, officers, employees, contractors, drivers, representatives and agents in or about the Airport or the terminals which, during the term of this Permit, may be caused by or arise or occur in any manner, including but not limited to the following:

7.2.1 From the flight of any aircraft of any and all kinds now or hereafter flown in, through, across, or about any portion of the air space over the Airport or the terminals; or

7.2.2 From noise, vibration, currents and other effects of air, illumination, and fuel consumption, or fear thereof, arising or occurring from or during such flight, or from or during the use by aircraft of the Airport, including but not limited to, landing, storage, repair, maintenance, operation, run-up, and take-off of such aircraft, and the approach and departure of aircraft to or from the Airport.

- 7.3 **No Waiver by Authority** - The acceptance of the trip fee or any other fee or charge hereunder by Authority shall not be deemed to be a waiver of any preceding violation by Permittee of any provision of this Permit, other than the failure of Permittee to pay such installment of the trip fee or such other fee or charge so accepted, regardless of Authority's knowledge of such preceding or subsequent violation at the time of acceptance of such fee or the waiver of any other right or remedy allowed in law or in equity. The consent or approval by Authority to any act of Permittee requiring Authority's approval shall not be deemed to waive or render unnecessary the need for Authority's consent to or approval of any subsequent similar act of Permittee.

ARTICLE 8 - REVOCATION, SUSPENSION, DENIAL OR PENALTY

Authority may revoke, suspend or deny this permit at any time if Permittee fails to conform to Authority's codes, policies, articles, Rules and Regulations. Authority's Code and the Rules and Regulations set forth the appeal rights of any Permittee operating as a Ground Transportation Service Provider whose Permit has been denied, revoked or suspended. Additional grounds for revocation or suspension of this Permit shall include, but are not limited to, each of the following failures to conform:

- 8.1 Permittee fails duly and punctually to pay the trip fee or the other fees pursuant to the provisions contained in Section 4.1.3 or to make any other payment required hereunder, when due to Authority; or
- 8.2 The interest of Permittee under this Permit shall not be transferred, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, firm or corporation without Authority's prior written consent; or
- 8.3 Permittee fails to keep, perform and observe each and every other term, condition and provision set forth in this Permit, including submission of reports requested herein and such failure shall continue for a period of more than thirty (30) days after delivery by Authority of a written notice of such failure to conform; or
- 8.4 Permittee uses or gives its permission to any person to use any portion of Airport or terminals used by Permittee under this Permit; or
- 8.5 Permittee falsifies records of operations, through such acts as (but not limited to);
 - A. Instructing or suggesting to an Airport customer that he/she provide any false information relating to the pick-up or drop-off of the Airport customer;
 - B. Providing false information to Airport personnel;
 - C. Submitting to Airport officials' records of operations and/or waybills in an altered or fictitious form.
 - D. Tampering with an AVI transponder or deliberate avoidance of AVI readers to prevent accurate trip accounting.
- 8.6 Permittee has not paid all fees required to be paid to Authority in order to conduct operations at the Airport; or
- 8.7 Permittee does not possess all current and valid certifications, licenses, federal, state or local government approvals or other authorizations necessary to engage in its operations at the Airport; or
- 8.8 Permittee does not furnish or maintain all bonds, insurance, or other form of security as may be required pursuant to this Permit or provisions of the Authority's Code; or
- 8.9 Permittee fails to meet audit and record keeping requirements contained in the Authority's Code; or

- 8.10 If Permittee operates a rent-a-car company, Permittee must have and maintain, in good standing, an Airport Car Rental Business License Agreement.

ARTICLE 9 - PUBLIC SAFETY INTERRUPTION

Authority may interrupt or suspend Permittee's activities at the Airport and Permittee's use of the Airport if, in Authority's discretion, such interruption or termination is necessary in the interest of public safety. Permittee hereby waives any claim against Authority for damages or compensation should its activities be interrupted or suspended for any period.

ARTICLE 10 - AUTHORITY'S ENFORCEMENT OF PERMIT PROVISIONS

If Permittee fails to conform with any of the terms, provisions or conditions of this Permit, then Authority may elect to take any action available to it in law or in equity including but not limited to:

- A. Allow this Permit to continue in full force and effect and enforce all of Authority's rights and remedies hereunder, including, without limitation, the right to collect fees as they become due together with any interest or late fees due thereon; or
- B. Suspend or revoke this Permit in accordance with Authority Code without prejudice to any other remedy or right of action for arrearage of fees. Upon such suspension or revocation of this Permit by Authority, all rights, powers and privileges of Permittee hereunder shall cease. Authority will not be deemed to have suspended or have revoked this Permit in the absence of service of written notice upon Permittee to that effect. Revocation or suspension of this Permit may be appealed pursuant to the provisions contained in Authority Code.

ARTICLE 11 - MONETARY DAMAGES

In the event Authority elects to revoke or suspend this Permit, Permittee shall pay to Authority an amount equal to the sum of:

- 11.1 All amounts owing at the time of revocation or suspension on account of Permittee's violation of any term, condition, or provision of this Permit including but not limited to unpaid fees plus any interest or late fees due thereon on all such amounts from the date due until paid;
- 11.2 Any other amount to compensate Authority fully for all detriment proximately caused by Permittee's failure to conform to the Permit and applicable laws or which in the ordinary course would likely result therefrom, including but not limited to, reasonable attorney's fees.

ARTICLE 12 - REPRESENTATIONS AND WARRANTIES AND COVENANTS

- 12.1 Permittee represents, warrants, and covenants with respect to this Permit and any amendment hereto as follows:
 - 12.1.1 That Permittee has the power and authority to enter into this Permit with Authority, that the Board of Directors of Permittee (if any) has by corporate resolution approved such power and authority to enter into this Permit and bind Permittee,

that this Permit shall be executed, delivered, and performed pursuant to the power and authority conferred by the Board of Directors of Permittee and be binding upon Permittee, and that the individual executing this Permit is duly authorized to do so.

12.1.2 That there are no unresolved claims or disputes between Permittee and Authority.

12.1.3 That Permittee shall furnish true and accurate financial statements, records, reports, resolutions, certifications, and other information as may be requested from Permittee by Authority from time to time during the term of this Permit.

12.1.4 That Permittee is in compliance with all local, state, and federal laws related to the operation of Permittee's business.

12.1.5 That Permittee shall comply with all Authority Rules and Regulations.

ARTICLE 13 - AIRPORT SECURITY

13.1 Permittee agrees that it shall indemnify and hold harmless Authority from and against, and agrees to pay or reimburse Authority for, any fine or penalty levied by the United States Federal Aviation Administration or the Transportation Security Administration against Authority for any violation of federal airport security regulations caused by or attributable to Permittee, its directors, officers, employees, contractors, drivers, representatives or agents. Permittee shall observe all applicable federal, state, and Authority laws and procedures on the observation of security at Airports.

13.2 Permittee shall faithfully observe and comply with all Rules and Regulations and all modifications thereof and additions thereto from time to time as may be promulgated by Authority.

13.3 Permittee shall be solely responsible for any vandalism or theft at the Airport by its drivers, employees, drivers, representatives or other agents. Authority shall be responsible only for general security throughout the Airport and shall not be liable for any vandalism that may occur to Permittee's vehicles.

ARTICLE 14 - TRANSFERS

14.1 **Non-transferability** - This Permit is personal to Permittee and Permittee may not assign, transfer, license, convey, or sell this Permit, or any rights of Permittee hereunder, whether voluntarily or by operation of law without prior written approval of Authority.

14.1.1 Any transfer in violation of the provisions of this article shall be void and shall entitle Authority, at its option, to terminate this Permit, and the acceptance of the trip fee or any other fee or charge by Authority or the continuation of the Ground Transportation Service Provider operations by Permittee or the proposed transferee shall not be deemed a waiver of Authority's right to terminate this Permit on account of Permittee's failure to secure Authority's prior written consent.

ARTICLE 15 - NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other, shall be in writing and shall be sufficiently given and served upon the other party if (i) personally served, or

(ii) if sent by U.S. certified mail, return receipt requested, postage prepaid, or (iii) if sent by express delivery service, or (iv) in the case of facsimile, if sent to the telephone number(s) set forth below during the normal business hours of the receiving party and followed by delivery of hard copy of the material sent by facsimile, by standard U.S. mail service or in accordance with (i), (ii), or (iii) herein. Personal service shall include, without limitation, service by delivery service and service by electronic facsimile. Delivery of notices properly addressed shall be deemed complete when the notice is physically delivered to an employee of the party to be served. The notice need not be physically delivered by the delivery person to the individual to whom the notice is addressed. If to Authority, the same shall be addressed to:

San Diego County Regional Airport Authority
Attn: Ground Transportation
Post Office Box 82776
San Diego, CA 92138-2776
Fax No. (619) 400-2686

or to such other places as Authority may designate in writing.

If to Permittee, the same shall be faxed to the number or addressed to the address set forth on the Application or such other place as Permittee may designate in writing.

ARTICLE 16 - HAZARDOUS MATERIALS - PROHIBITIONS AND RESTRICTIONS

16.1 **Definition of Hazardous Materials** - As used in this Permit, the term "Hazardous Materials" shall mean any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing risk of injury to health, safety, and property, including petroleum and petroleum products, and including all of those materials and substances designated as hazardous or toxic presently or in the future by the U.S. Environmental Protection Agency, the California Water Quality Control Board, the U.S. Department of Labor, the California Department of Industrial Relations, the California Department of Health Services, the California Health and Welfare Agency in connection with the Safe Water and Toxic Enforcement Act of 1986, the U.S. Department of Transportation, the U.S. Department of Agriculture, the U.S. Consumer Product Safety Commission, the U.S. Department of Health, Education and Welfare, the U.S. Food and Drug Administration or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. Without limiting the generality of the foregoing, the term "Hazardous Materials" shall include all of those materials and substances defined as "Toxic Materials" in Section 66680 through 66685 of Title 22 of the California Code of Regulation, Division 4, Chapter 30, as the same shall be amended from time to time.

16.2 **Permittee's Operations Coming Onto Airport** - In conducting its operations as they occur on the Airport, Permittee shall abide and be bound by all of the following requirements:

16.2.1 Permittee shall comply with all federal, state, and local laws, requirements and policies now or hereinafter in effect relating to hazardous materials and environmental conditions on, under or about the Airport including, but not limited to, soil and groundwater conditions and shall not contaminate the Airport or the subsurface with any hazardous material.

- 16.2.2 Permittee shall restrict its use of hazardous materials when it comes onto the Airport to those kinds of materials that are normally used in operating vehicles e.g., petroleum and petroleum products, antifreeze or batteries, and shall utilize any such hazardous materials in a safe and prudent manner. Disposal of any hazardous materials at or under the Airport is strictly prohibited.
- 16.2.3 Permittee shall be solely and fully responsible for the reporting of hazardous material releases to the appropriate public agencies, when such releases are caused by or result from Permittee's activities on the Airport. Permittee shall immediately notify Authority of any release of hazardous materials, whether or not the release is in quantities that would otherwise be reportable to a public agency.
- 16.2.4 Permittee shall be solely and fully responsible and liable in the event Permittee, or any of its directors, officers, employees, contractors, drivers, representatives or agents causes or permits hazardous materials to be released at the Airport, or to enter Authority's sewerage or storm drainage system, or groundwater. Permittee shall take all necessary precautions to prevent any hazardous materials from entering into Authority's sewerage, storm drainage system, or the groundwater, or from being released on the Airport. If at any time a release of hazardous materials is discovered on the premises, the Airport, Authority's sewerage or storm drainage system, or the groundwater, or there is the danger of a release of hazardous materials, Permittee, at Permittee's sole cost and expense, shall remove such hazardous materials from the Airport or the groundwater underlying the Airport, or Authority's storm drainage and sewerage system in accordance with requirements of all appropriate governmental authorities. In addition to all other rights and remedies of Authority hereunder, if such release of hazardous materials is not removed from the Airport or the groundwater underlying the Airport by Permittee within ninety (90) days after Permittee, Authority or other third party discovers such hazardous materials, Authority, in its discretion, may pay to have same removed and Permittee shall reimburse Authority within five (5) days of Authority's demand for payment.
- 16.2.5 Permittee shall indemnify and hold Authority harmless from and against all loss, damage, liability (including all foreseeable and unforeseeable consequential damages) and expense (including, without limitation, the cost of any required cleanup and remediation of the hazardous materials) which Authority may sustain as a result of the presence or cleanup of hazardous materials on the Airport or the subsurface. After notice from Authority, and at the discretion of Authority, Permittee shall cease its activities on the Airport until such release or the danger of release of hazardous materials is cured. Authority's decision to require Permittee to cease activities may be based on factors such as Permittee's continued activities may result in a subsequent release of hazardous materials, ceasing activities may aid Authority in determining the extent of liability of Permittee or may aid Authority in cleanup and remediation of the hazardous materials.
- 16.2.6 Permittee's obligations under this Article shall survive the expiration or earlier revocation or suspension of this Permit.

ARTICLE 17 - TAXES, CHARGES AND ASSESSMENTS

- 17.1 **Taxes and Other Charges** - Permittee covenants to pay before delinquency, and without notice or demand, any and all taxes or charges which shall be levied, imposed, or assessed against Permittee, Permittee's property, Permittee's interest in its operations or possession of its assets, or for which Permittee may become liable under the provisions of this "Permit – Related Taxes." Any such payment made under this Article shall not reduce the amount of the trip fee or any other fee that is required to be paid by Permittee to Authority under the provisions of this Permit. Permittee shall promptly pay any penalty or other charge, which may be due, and payable to Authority or any other party or governmental entity in connection with this Permit and all rights and privileges granted hereunder.
- 17.2 **Tax Indemnification** - Permittee agrees to protect, defend, indemnify, and hold harmless Authority from and against any expense or damage resulting in whole or in part, directly or indirectly, from any Permit – Related Taxes, contest or proceeding, and further agrees to protect, defend, indemnify and hold harmless Authority and any improvements thereon, from and against any liability, loss, or damage resulting in whole or in part, directly or indirectly, from any tax or charge required to be paid by Permittee or any of its directors, officers, employees, contractors, drivers, representatives or agents, from any other sums imposed thereon, and from any proceedings to enforce the collection of any tax or charge for which Permittee may be liable.
- 17.3 **Possessory Interest** - Permittee acknowledges that this Permit may create a possessory interest and that such interest may give rise to a real estate or possessory interest tax. In such event, Permittee shall be solely responsible for the payment of said possessory interest taxes and agrees to pay such taxes if and when they become due without any credit or offset to the trip fee or any other fees or charges that are due and payable to Authority hereunder.

ARTICLE 18 - INSURANCE

- 18.1 Permittee shall procure at its expense, and keep in effect at all times during the term of this Permit, the types and amounts of insurance specified on Insurance, Exhibit A, attached hereto and incorporated by reference herein. The specified insurance shall also include and insure Authority, its Board and all its officers, employees, and agents, their successors and assigns, as additional insureds with respect to the acts or omissions of Permittee and any of its directors, officers, employees, contractors, drivers, representatives or agents in their performance of services pursuant to this Permit, in their operations, use, and occupancy of the Airport, or other related functions performed by or on behalf of Permittee in, on or about Airport. All vehicles operated on the Airport by or on behalf of Permittee or any of its directors, officers, employees, contractors, drivers, representatives or agents, must be covered by such insurance policies.
- 18.2 Each specified insurance policy (other than Worker's Compensation and Employers' Liability) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under Insured's Permit with the Authority."

- 18.3 All such insurance shall be primary and noncontributing with any other insurance held by Authority where liability arises out of or results from the acts or omissions of Permittee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Permittee. Such policies may provide for reasonable deductibles and/or retentions acceptable to the President/CEO based upon the nature of Permittee's operations and the type of insurance involved.
- 18.4 Authority shall have no liability for any premiums charged for such coverage(s). The inclusion of Authority, Board and all its officers, employees, and agents, their successors and assigns, as insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Permittee in Permittee's operations at Airport or in the performance of service pursuant to this Permit.
- 18.5 At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with Authority. If such coverage is canceled or reduced, Permittee shall, within fifteen (15) days of such cancellation of coverage, file with Authority evidence that the required insurance has been reinstated or provided through another insurance company or companies.
- 18.6 Permittee shall provide proof of all specified insurance and related requirements to Authority either by production of the actual insurance policy(ies), by use of Authority's own endorsement form(s), by broker's letter acceptable to the President/CEO in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the President/CEO. The documents evidencing all specified coverages shall be filed with Authority prior to Permittee performing services under this Permit or occupying the Airport. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, address and telephone phone number, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the Authority at least thirty (30) days prior to the effective date thereof. Authority reserves the right to have submitted to it, upon request, all pertinent information about the agent, broker and carrier providing such insurance.
- 18.7 Authority and Permittee agree that the insurance policy limits specified herein shall be reviewed for adequacy periodically throughout the term of this Agreement by the President/CEO who may, thereafter, require Consultant, on thirty (30) days prior written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said President/CEO deems to be adequate.
- 18.8 Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Permittee agrees, except where exempted, to provide Authority proof of said insurance by and through a surplus line broker licensed by the State of California at the address specified below:

San Diego County Regional Airport Authority
Risk Management Department
P.O. Box 82776
San Diego, CA 92138-2776

ARTICLE 19 - MISCELLANEOUS

- 19.1 **Bailee Disclaimer** - The parties understand and agree that Authority in no way purports to be a bailee, and is therefore not responsible in any way for any damage to Permittee's property or the property of Permittee's directors, officers, employees, contractors, drivers, representatives, agents and invitees.
- 19.2 **Conformance** – Any authorized ground transportation service shall be provided in conformance and obedience of any and all laws, ordinances, statutes, rules, regulations, orders, permits or certificates from any governmental authority, municipal, state or federal, lawfully exercising authority over such person given an Authority permit, including Permittee and its directors, officers, employees, contractors, drivers, representatives and agents.
- 19.3 **Consent** - Whenever in this Permit the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- 19.4 **Controlling Law** - Except as federal law may apply, the parties agree that this Permit shall be governed and construed by and according to the laws of the State of California.
- 19.5 **Counterparts** - This Permit may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 19.6 **Headings** - The paragraph headings shall have no effect upon the construction or interpretation of any part of the Permit. The headings are only for the convenience of the parties.
- 19.7 **Resolutions** - Permittee shall submit a copy of any corporate resolution, where required, which authorizes any director or officer to act on behalf of Permittee or which authorizes Permittee to enter into this Permit.
- 19.8 **Severability** - If a court of competent jurisdiction finds or rules that any provision of this Permit is void or unenforceable, the remaining provisions of this Permit shall remain in effect.
- 19.9 **Time of Essence** - Time is of the essence of this Permit and each of its provisions.
- 19.10 **Venue** - In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be had in a state court in the City of San Diego or in a United States District Court for the Southern District of California.
- 19.11 **Prohibition on Gifts**
- 19.11.1 Permittee is familiar with Authority's prohibition against the acceptance of any gift by an Authority officer or designated employee.
- 19.11.2 Permittee agrees not to offer any Authority officer or designated employee any gift prohibited by this Chapter.
- 19.11.3 The offer or giving of any gift prohibited by law shall constitute a material violation of this Permit by Permittee.

ACKNOWLEDGEMENT & ACCEPTANCE

By signature of its authorized agent below, Permittee acknowledges it has read, understands and accepts the terms, conditions, restrictions and obligations contained within this Permit. Permittee further acknowledges that Authority's Rules and Regulations are available electronically on Authority's website, www.san.org, or by hard copy at the Ground Transportation office. Permittee agrees, in consideration of this revocable Permit, to perform and abide by the terms, conditions, restrictions, and obligations of this Permit. In addition, Permittee hereby warrants that all information submitted to Authority by Permittee in support of this Permit, including, but not limited to the Application, is truthful, accurate and complete.

PERMITTEE

Date _____

Signature

By my signature above, I _____ [print name/title],
of _____ [company name], hereby certify
under penalty of perjury under the laws of the State of California that I am an
owner, officer or employee of Permittee with authority to obligate Permittee.

FOR OFFICIAL USE ONLY. DO NOT WRITE BELOW THIS LINE.

IN WITNESS WHEREOF, the parties hereto have executed this Permit by their duly authorized officers.

DATE OF PERMIT ISSUANCE: _____

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By: _____

Jim Myhers, Manager, Ground Transportation

EXHIBIT A

INSURANCE REQUIREMENTS FOR PERMITEE

Permitee shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

1. **Commercial General Liability:** The Authority reserves the right to require commercial general liability coverage at a later time.
2. **Commercial Automobile Liability:** Covering Owned, Non-Owned, and Hired Automobiles written on an "occurrence," not "claims made" basis in the following amounts:
 - a. Charter Vehicles and Vehicle-for Hire:
 - i. Seating Capacity 7 or Less: \$750,000 combined single limit for bodily injury and property damage.
 - ii. Seating Capacity 8 to 15: \$1,500,000 combined single limit for bodily injury and property damage.
 - iii. Seating Capacity over 16: \$5,000,000 combined single limit for bodily injury and property damage.
 - b. Courtesy Vehicle: \$1,000,000 combined single limit for bodily injury and property damage.
 - c. Taxicabs:
 - i. Seating Capacity 9 or less: \$300,000 combined single limit for bodily injury and property damage.
 - ii. Seating Capacity 10 to 15: \$1,500,000 combined single limit for bodily injury and property damage.
 - iii. Seating Capacity over 16: \$5,000,000 combined single limit for bodily injury and property damage.
3. **Worker's Compensation and Employer's Liability:** In the amounts required by California State law, but not less than one million dollars (\$1,000,000) Employer's Liability. Such coverage shall include a waiver of subrogation endorsement in favor of the Authority.

Permitee may request a waiver of this requirement if they are exempt from Workers' Compensation coverage in accordance with California law.

Request for Waiver Workers' Compensation Insurance Requirement

Business

Legal Name: _____

Address: _____
_____Legal Form Sole Proprietor Limited Partnership General Partnership
Corporation
 Business Trust Limited Liability Company
 Other: _____

Contact Person (Name and Telephone): _____

Authority ReferenceAuthority Department: _____ Contact
Name/Telephone _____Document Reference: _____ Any work performed on Authority Premises?
 Yes No
(bid, contract, job no., location, etc.)

Nature of work to be performed for Authority: _____

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Workers' Compensation coverage in accordance with California law. I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Workers' Compensation coverage for any employees of the above mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers' compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the San Diego County Regional Airport Authority harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the Authority waive its requirements for evidence of Workers' Compensation insurance in connection with the above-referenced work.

Signature_____
Owner, Officer, Director, Partnership or other Principal_____
Title_____
Date

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
CERTIFICATE OF INSURANCE**

ONLY THIS CERTIFICATE OF INSURANCE WILL BE ACCEPTED

By signing this form, the authorized agent or broker *certifies* the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the Authority, the policies include, or have been endorsed to include, the coverages or conditions of coverage *noted on page 2 of this certificate*.
- (3) Signed copies of *all* endorsements issued to effect required coverages or conditions of coverage are attached to this certificate.

**Return this form to: SDCRAA, Ground Transportation
P. O. Box 82776, San Diego, CA 92138-2776
Phone: (619) 400-2685 Fax: (619) 400-2686**

Name and Address of Insured	<p align="center">This certificate applies to all operations of named insureds in connection with all agreements/permits between the Authority and Insured.</p>
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CO	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos* <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned		Inception Date: Expiration Date:	Each Occurrence: \$
	Workers' Compensation <input type="checkbox"/> Statutory Employer's Liability		Inception Date: Expiration Date:	E.L. Each Accident \$ E.L. Disease Each Employee \$ E.L. Disease Policy Limit \$
	Excess/Umbrella Liability <input type="checkbox"/> Occurrence Form		Inception Date: Expiration Date:	Each Occurrence: \$ General Aggregate: \$

*VIN # Required for all Scheduled Autos: See Below and/or See Attached Schedule

Vehicle #1:
Vehicle #2:
Vehicle #3:
Vehicle #4:

CO LTR	COMPANIES AFFORDING COVERAGE	A. M. BEST RATING	NAIC NUMBER
A			
B			
C			

A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or better unless approved in writing by the Authority.

Name and Address of Authorized Agent(s) or Broker(s)	Phone Numbers:
	Toll Free: Fax Number:
	E-mail Address:
	Signature of Authorized Agent(s) or Broker(s) <div style="text-align: right;">Date:</div>

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

REQUIRED INSURANCE ENDORSEMENT

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts, and leases with the San Diego County Regional Airport Authority and/or any and all activities or work performed on Authority owned premises.		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego County Regional Airport Authority, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego County Regional Airport Authority will be called upon to contribute to a loss covered by insurance for the named insured.
3. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
4. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego County Regional Airport Authority prior to the effective date of cancellation, change in coverage, reduction of limits or non-renewal. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

**MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION,
LIMIT REDUCTIONS, AND CHANGES IN COVERAGE TO:**

San Diego County Regional Airport Authority
Ground Transportation
P. O. Box 82776
San Diego, CA 92138-2776