



INSTRUCTIONS FOR SUBMITTING AN APPLICATION FOR A NON-EXCLUSIVE PERMIT TO OPERATE CHARTER VEHICLES AT SAN DIEGO INTERNATIONAL AIRPORT

Persons seeking to operate a Charter Vehicle at San Diego International Airport (“Airport”) must submit the following items prior to the Authority issuing a permit:

| | Applicant Checklist | SDCRAA USE |
|--|---------------------|------------|
| 1. Attachment 1: Permittee Information | ✓ | |
| 2. Attachment 1 A-D: Applicable Business Entity Information | ✓ | |
| 3. Attachment 2: Signed Permit (With all Exhibits Completed) | ✓ | |
| “ Exhibit A ”: Vehicle Registration Listing | ✓ | |
| Copy of current Vehicle Registration(s) for all vehicle(s) | ✓ | |
| All vehicles must be registered and on file with the California Public Utilities Commission | ✓ | |
| Certificate of Insurance and Endorsement Form listing SDCRAA as an “Additional Insured” (See “ Exhibit B ” for Insurance Requirements) | ✓ | |
| Workers’ Compensation Insurance; or “ Exhibit C ”: Signed Statement of Waiving Workers’ Compensation (as applicable) | ✓ | |
| “ Exhibit D ”: Vehicle Inspection form for all vehicles seven (7) years of age and older → Includes year models 2016 and older. The Authority is currently waiving the age restriction, subject to change on days’ notice. | ✓ | |
| 4. | ✓ | |
| 5. Copy of Charter-Party Carrier of Passengers Certificate | ✓ | |

Note: Applications only accepted on-line through the GT Digital Permitting System

Contact Us

Contact the San Diego County Regional Airport Authority, Ground Transportation at (619) 400-2685 with any questions or email us at GTpermits@san.org.

Authorization & Acknowledgement

The undersigned authorizes the San Diego County Regional Airport Authority (“Authority”) to make any inquiry or investigation it believes necessary to verify or augment all information furnished in connection with seeking a non-exclusive permit to operate a Charter Vehicle at the Airport and authorizes others to release to the Authority any and all information the Authority believes necessary to conduct its investigation. The undersigned certifies under penalty of perjury under the laws of the State of California that all information furnished is true and correct to the best of his or her knowledge.

Signature of Authorized Agent

Printed Full Name & Title

Date

**Submitting your information does not authorize you to conduct commercial operations at the Airport.
The Permit is not valid until the decal is appropriately and physically affixed to the windshield of the vehicle.**

**APPLICATION FOR NON-EXCLUSIVE PERMIT TO OPERATE
CHARTER VEHICLES AT SAN DIEGO INTERNATIONAL AIRPORT**

ATTACHMENT 1: PERMITTEE INFORMATION

Business Name:

Doing Business As (DBA):

Mailing Address:

Physical Address (only if PO Boxes given):

Business Address:

Contact Name:

Contact Title:

Phone 1: Ext:

Phone 2: Ext:

Email:

Fax:

Business Entity:

The following persons have the authority to conduct business with the Authority on the applicant's behalf:

| NAME/TITLE | PHONE | EMAIL | Authorization |
|-------------------|--------------|--------------|----------------------|
| | | | |

**APPLICATION FOR A NON-EXCLUSIVE PERMIT TO OPERATE
CHARTER VEHICLES AT SAN DIEGO INTERNATIONAL AIRPORT**

ATTACHMENT 1-A: SOLE PROPRIETORSHIP INFORMATION

1. Date you first began business operations:
2. Has Applicant operated any other businesses as a sole proprietorship under a different name in the past 5 years?

If yes, please list all other businesses operated and the dates of operation (blank date indicates currently operating):

| Business | Start Date | End Date (if applicable) |
|-----------------|-------------------|---------------------------------|
| | | |

APPLICATION FOR A NON-EXCLUSIVE PERMIT TO OPERATE CHARTER VEHICLES AT SAN DIEGO INTERNATIONAL AIRPORT

This NON-EXCLUSIVE PERMIT, is made and entered into on by and between the SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY (“Authority”), a local governmental entity of regional government, and _____ (“Permittee”) a _____(Business Entity) (Authority and Permittee are collectively referred to as “Parties”).

WITNESSETH

WHEREAS, the San Diego Unified Port District (“District”) is the trustee of certain tidelands owned by the State of California, including San Diego International Airport at Lindbergh Field (“Airport”), located in the City of San Diego, California; and

WHEREAS, the San Diego County Regional Airport Authority Act (“Act”) established Authority with the exclusive power and authority to oversee the establishment, operation and coordination of airport facilities within the County of San Diego, as well as to study, plan and implement any improvements, expansions, or enhancements at existing or future airports within its control; and

WHEREAS, pursuant to the Act, District and Authority entered into a ground lease (“Master Lease”) dated December 17, 2002, bearing Authority’s Document No. AA-0008, whereby District leased to Authority the Airport and other real property related thereto; and

WHEREAS, Authority Code §8.41 makes it unlawful for any person or entity to engage in a business or commercial activity on the Airport without the appropriate grant, franchise, certificate, or permit issued by the Authority; and

WHEREAS, Authority has determined that it will provide certain facilities and services at the Airport to allow authorized Charter Vehicle operators to pickup and transport passengers from the Airport; and

WHEREAS, Permittee desires to derive financial benefit by operating one or more Charter Vehicles to transport passengers from the Airport; and

WHEREAS, Permittee has requested Authority authorize the vehicles identified in “**Exhibit A**” to this Permit to operate at the Airport by picking up Airport Passengers and to use certain support facilities and services at the Airport for such purpose; and

WHEREAS, Permittee, in consideration of Authority granting Permittee authorization to operate at the Airport the vehicles identified in “**Exhibit A**” and to use Airport roadways and certain support facilities and services at the Airport, agrees to conduct its services at the Airport in accordance with the terms and conditions in this Permit.

NOW, THEREFORE, Authority, for the consideration and upon the terms and conditions herein set forth, grants Permittee, the non-exclusive right to operate the Charter Vehicles identified in “**Exhibit A**” on the Airport for the purpose of picking up and transporting Airport Passengers.

ARTICLE 1 – DEFINITIONS. The following words and phrases when used in this Permit shall have the following meanings:

1.1 **Airport:** the San Diego International Airport, Lindbergh Field.

1.2 **Airport Car Rental Agency:** based onsite at the Rental Car Center (RCC), a business that

- provides vehicles for rent to Airport passengers.
- 1.3 **Airport Passenger:** any individual who hires or enters a Charter Vehicle operated by Permittee pursuant to this Permit for transportation from the Airport.
 - 1.4 **Alternative Fuel:** any fuel as defined by the federal Energy Policy Act of 1992 as modified, revised, or replaced, and which shall meet the definition under the California Air Resources Board's Low-Carbon Fuel Standard as modified, revised, or replaced, including: renewable diesel, biodiesel; natural gas and liquid fuels domestically produced from natural gas; propane (liquefied petroleum gas); electricity; hydrogen; blends of 85% or more of methanol, denatured ethanol, and other alcohols with gasoline or other fuels; methanol, denatured ethanol, and other alcohols with gasoline or other fuels; fuels (other than alcohol) derived from biological materials; and P-Series fuels (blends of ethanol, methyltetrahydrofuran, natural gas liquids and butane).
 - 1.5 **Alternative Fuel Vehicle/Clean Air Vehicle (AFV/CAV):** a dedicated, flexible fuel, or dual-fuel vehicle designed to operate on at least one Alternative Fuel and may include, but is not limited to, electric vehicles, fuel cell vehicles and renewable diesel.
 - 1.6 **Application:** the Application for Non-Exclusive Permit to Operate Charter Vehicle at San Diego International Airport, that Permittee completed and filed with the Authority prior to the issuance of this Permit, as updated by Permittee from time to time in accordance with the requirements specified in this Permit.
 - 1.7 **Authority:** the San Diego County Regional Airport Authority.
 - 1.8 **Authority-related Personnel:** the officers, officials, directors, employees, agents, representatives and volunteers of the Authority.
 - 1.9 **Automatic Vehicle Identification (AVI) Transponder:** a device that provides automatic tracking and counting of vehicles at the Airport.
 - 1.10 **Cell Phone Lot:** a 24-hour "temporary" waiting lot that is available free of charge for commercial and private vehicles meeting arriving passengers at the Airport.
 - 1.11 **Charter Vehicle:** any vehicle issued a Charter-Party Carrier of Passengers Certificate by the California Public Utilities Commission.
 - 1.12 **.Courtesy Vehicle:** any vehicle used by a hotel/motel, rental car company, off-airport parking lot operator, or any other service transporting passengers where there is no charge for said service.
 - 1.13 **Customer Service Representative (CSR):** persons at the Authority hold lots and curbs stationed in Authority-designated locations to, among other things, assist in the dispatch of Permitted Vehicle-For-Hires and Taxicabs.
 - 1.14 **Driver:** the Permittee, an employee, agent or representative of Permittee, a lessee leasing a Permitted vehicle of Permittee (or a sublessee or subcontractor thereof), an independent contractor, or any other person who operates a Permitted Vehicle of Permittee at Airport.
 - 1.15 **Permit:** this Non-exclusive Permit to Operate Charter Vehicles at the Airport.
 - 1.16 **Permit Fee:** an annual fee paid for each Permitted Vehicle.
 - 1.17 **Permittee:** the entity defined on Page 1 of this Permit, and any employees, representatives

and other agents of Permittee.

- 1.18 **Permitted Vehicle:** a Charter Vehicle that is owned, leased, or otherwise controlled or operated by Permittee and identified in the most current “**Exhibit A**” to this Permit that Permittee has filed with the Authority and that is authorized pursuant to the terms and conditions of this Permit to pickup and transport Airport Passengers.
- 1.19 **CPUC:** the California Public Utilities Commission.
- 1.20 **Rules and Regulations:** all rules and regulations of Authority, including but not limited to, the following:
- “San Diego International Airport Rules and Regulations” which is located here:
 - http://www.san.org/File-Manager?Command=Core_Download&EntryId=7364
 - “Code of the San Diego County Regional Airport Authority” which is located here:
 - <http://www.san.org/airport-authority/codes-policies>
 - “Policies of the San Diego County Regional Airport Authority” which is located here:
 - <http://www.san.org/airport-authority/codes-policies>
 - Any new, modified or additional rules and regulations, which the Authority now or hereafter enacts, and as may be amended for time to time
- 1.21 **Transportation Network Company (“TNC”):** 1) an organization, whether a corporation, partnership, sole proprietor, or other form, operating in California that provides prearranged transportation services for compensation using an App or platform to connect passengers with Permitted TNC Drivers; 2) is a Charter Party Carrier holding a class P permit issued by the CPUC; 3) is not permitted to own vehicles used in its commercial transportation of passengers or to own its own fleet(s) of vehicles; 4) is required to ensure public safety, including performing criminal background checks and California Department of Motor Vehicle checks on all its drivers and a 19-point vehicle inspection on all vehicles its drivers use to perform TNC services; and 5) must maintain commercial liability insurance as prescribed by the CPUC.
- 1.22 **Vehicle-For-Hire:** any vehicle issued a Passenger Stage Corporation Certificate by the California Public Utilities Commission.
- 1.23 **Vehicle Identification Decal:** the decal issued by the Authority that Permittee is to place on each Charter Vehicle owned by Permittee and authorized by this Permit to conduct commercial operations at the Airport.
- 1.24 **Waybill:** for Charter Vehicle operators, means a document (paper or electronic), as defined by the CPUC’s General Order 157-E, Part 3.01, containing, but not limited to, the name of operator, 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 [January 1, 2023](#) and shall expire on [December 31, 2023](#), unless sooner suspended, revoked or terminated in accordance with the terms of this Permit.

ARTICLE 3 – PERMIT APPLICATION, USE, CONDITIONS, AND RESTRICTIONS.

- 3.1 **Use** – Subject to the terms and conditions of this Permit, Authority grants Permittee the non-exclusive right to operate the Permitted Vehicle(s) identified in “**Exhibit A**” at the Airport for the purpose of picking up and transporting passengers from the Airport. The rights granted

by this Permit do not establish or vest in Permittee any right to preferential use of Airport facilities.

3.1.1 Permittee shall comply with all terms and conditions set forth within the Authority Rules and Regulations.

3.2 **Use Limitations and Restrictions.** Permittee's right to operate Permitted Vehicles at the Airport shall be subject to the following conditions and restrictions:

3.2.1 Permittee shall take all necessary actions to ensure Permitted Vehicles do not obstruct or interfere with the rights of others using any part of the Airport.

3.2.2 Permittee shall not cause or permit to occur upon any portion of the Airport any illegal waste, any public or private nuisance, or 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 shall not allow any Driver of a Permitted Vehicle to solicit business or engage in any manner of solicitation of business except as may be expressly permitted in writing by the Authority.

3.2.4 Permittee shall ensure that all Permitted Vehicles comply with all applicable laws, statutes, and Rules and Regulations, including the Americans with Disability Act, while operating a Permitted Vehicle pursuant to this Permit.

3.2.5 Permittee shall ensure that all Drivers comply with all applicable laws, statutes, and Rules and Regulations while operating a Permitted Vehicle pursuant to this Permit.

3.2.6 Permittee shall ensure its Permitted Vehicles are operated in accordance with the terms and conditions of this Permit and in accordance with the directions and operating procedures issued by the Authority or those operating the Airport Hold Lot, Cell Phone Lot, or the designated curbside locations.

3.2.7 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 the prior written approval of Authority.

3.2.8 Any transfer in violation of this provision shall be void. Authority's acceptance of any fee or charge by Authority for the continued operations of Permitted Vehicles ostensibly pursuant to this Permit shall not constitute a waiver of Authority's right to terminate this Permit.

3.2.9 Permittee shall ensure that at all times all Drivers of Permitted Vehicles conduct themselves in a professional manner and are courteous to the public, passengers, Airport employees, and other Authority representatives. Threats of physical harm, fighting, gambling, possession or use of any weapons, public intoxication or the use or possession of illegal substances on Airport premises are expressly prohibited.

3.2.10 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 Authority. In addition, advertising inside a vehicle shall not be visible to the general public from outside of the vehicle.

- 3.2.11 Any Permittee who has its Permit suspended, and is then found to be operating on the Airport during the period of suspension, may have its Permit revoked without notice.
- 3.2.12 The Authority reserves the right to perform periodic inspections of Permitted Vehicles to determine if they are in compliance with standards set forth in this Ground Transportation Permit, Authority Rules and Regulations, the California Vehicle Code and the California Public Utilities Code.
- 3.2.13 Permittee shall not allow any of its Permitted Vehicles to negatively impact or impede traffic flow in or out of Airport roadways and parking facilities, congregate on Airport access roadways or off-airport parking areas including retail shopping centers, churches or other parking areas established for private purpose outside the geofence, or in any way allow its Permitted Drivers or Vehicles to obstruct Airport access within a two (2) mile radius of the Airport.
- 3.2.14 Permitted Vehicles shall not exceed the sixty (60) minute wait time allowed within the Cell Phone Lot.
- 3.2.15 Drivers must be in possession of valid waybill at all times while on Airport property.

3.3 **Conditions Relating to Permit Application and Ground Transportation Service Locations**

- 3.3.1 **Permit Application** – Authority reserves the right to change the Ground Transportation Service Permit Application process, technology, and procedures at any time. The Authority will notify the Permittee in writing to use an internet website, email, facsimile, or other electronic application to fulfill the permit application process.
- 3.3.2 Authority reserves the right to change the physical Ground Transportation service locations at any time.

3.4 **Conditions Relating to Drivers of Permitted Vehicles.**

- 3.4.1 Irrespective of whether the driver of a Permitted Vehicle is an employee of Permittee or operates the Permitted Vehicle as a lessee of the Permitted Vehicle, or as a subcontractor or sublessee, Permittee shall at all times be responsible for the actions and omissions of every driver of Permitted Vehicle while operated pursuant to this Permit.
- 3.4.2 Permittee shall not allow any third party to operate a Permitted Vehicle on the Airport pursuant to this Permit unless such operation is pursuant to a written agreement between the Permittee and the third party. At a minimum, the written agreement must include provisions regarding responsibility for providing liability insurance required by this Permit. The written agreement must incorporate this Permit wherein the third party agrees to be bound by all terms and conditions of this Permit. Permittee shall provide the Authority with copies of such written agreements when requested by the Authority.

- 3.5 **No Guarantee of Business** - By issuing this Permit, Authority does not make, and has not made, any representation, warranty, assurance, or guaranty that this Permit, or the operations conducted thereunder, 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.

ARTICLE 4 - FEES AND CHARGES.

4.1 **Establishment of Fees and Charges.** Prior to the execution of this Permit, Permittee shall pay the Permit Application Fee described in the table below. In consideration of the rights granted by the Authority pursuant to this Permit, Permittee agrees to pay the Trip Fees, described in the table below, for the applicable mode and vehicle in accordance with this Article 4. The Trip Fees may be changed by the Authority’s Board of Directors in its sole discretion, at any time. In the event the Authority changes the Trip Fees during the term of this Permit, Permittee agrees that its sole recourse is the option to discontinue operations at the Airport so as not to incur additional Trip Fees.

| Charter | Fee |
|---|--|
| Permit Fee Per Vehicle | \$225.00 |
| <i>Application Fee: Charter</i> <i>Subject to change</i> | \$200.00* * Application Fee is non-refundable and will be collected upon Permit signing. Application Fee will not be applied towards Trip Fees or any other fees due to the Authority. |
| <i>Add Vehicle Fee:</i> <i>Subject to change</i> | \$100.00 <i>Additional service fee for Administrative review for adding/replacing 1 or more vehicles to an existing Permit agreement. Added to Permit Fee per Vehicle.</i> |

4.2 **Insufficient Funds.** In the event Permittee or any Driver of Permittee provides payment pursuant to the terms of this Permit by a check that is dishonored, Permittee shall be liable for the face value of the check plus a Fifteen Dollar (\$15) handling fee. Payment of the face value of the check and the handling fee shall be made within fifteen (15) days of notification of the dishonored check and shall be made by cashier’s check or money order for the full amount due.

ARTICLE 5 - VEHICLE REQUIREMENTS.

5.1 **Appearance.** Permittee shall ensure that each Permitted Vehicle conforms to the vehicle requirements set forth in the Rules and Regulations.

5.2 **Permitted Vehicle Condition.** Permittee shall maintain all Permitted Vehicles in good and safe mechanical condition and in full compliance with all applicable Rules and Regulations. Permittee shall ensure that all Permitted Vehicles when operated pursuant to this Permit are clean and free of visible damage.

- 5.3 **Inspection.** The Authority at its sole discretion shall have the right to inspect from time-to-time Permitted Vehicles for compliance with standards set forth in this Permit, Rules and Regulations, and applicable law.
- 5.4 **Standardized Age Replacement Policy.** Permittee shall not allow any Driver to operate a Permitted Vehicle at Airport that is older than ten (10) years in age. Permittee or his/her Driver may only operate a Permitted Vehicle at Airport that is seven (7) years of age and older after Permittee has filed with the Authority a satisfactory inspection report, which was completed less than thirty (30) days prior to the time of presenting this completed application, by a third-party automotive inspection facility which utilizes the Authority's Vehicle Maintenance Inspection Form, "**Exhibit D**".
- 5.5 **Vehicle Identification Decal and AVI Transponder.** All Permitted Vehicles shall display a Vehicle Identification Decal affixed to the Vehicle's inside front windshield, or in a location otherwise prescribed by Authority. If required by the Authority, Permittee shall install or have installed an appropriate AVI Transponder to each Permitted Vehicle. The Authority will provide and install one AVI Transponder for each Permitted Vehicle. Permittee shall be responsible for the cost of replacing any lost or damaged AVI Transponder, but the installation of any replacement AVI Transponders shall be performed by the Authority or its agent. Permittee agrees to waive any and all claims against Authority and its agent for any incidental damage to a Permitted Vehicles where such damage was occasioned by the ordinary process of installing or removing the AVI Transponder or similar device, unless solely caused by the negligence of Authority or its agent.
- 5.5.1 No Permittee shall remove a Vehicle Identification Decal or transponder without prior authorization by Authority.
- 5.5.2 No Permittee shall damage, tamper, or attempt to damage or tamper with any Permitted Vehicle Identification Decal or AVI Transponder.
- 5.5.3 In the event Permittee replaces the windshield of a Permitted Vehicle or replaces a Permitted Vehicle with another vehicle acceptable to the Authority, the Authority will assess a fee, in accordance with Article 4 of this Permit, to replace transponder and issue a replacement Vehicle Identification Decal provided Permittee returns the original Vehicle Identification Decal.
- 5.5.4 Permittee shall take all necessary action to ensure that no Permitted Vehicle evades or attempts to evade any airport AVI reader.
- 5.5.5 Permittee shall not assign, loan, transfer or alienate in any way a Vehicle Identification Decal.
- 5.5.6 All Vehicle Identification Decals shall expire at the same time as this Permit.
- 5.5.7 New or replacement cost for an AVI transponder is Seventy-Five Dollars (\$75).

ARTICLE 6 – HOLD HARMLESS.

- 6.1 **Hold Harmless.** Permittee, for and on behalf of its directors, officers, employees, contractors, Drivers, representatives and agents, covenants and agrees to defend, indemnify and hold harmless Authority and Authority-related Personnel from and against any and all liabilities, liens, claims, judgments, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) (collectively hereinafter "Liabilities"), arising out of, related to, or in any way connected with, directly or indirectly: (i)

any use of a Permitted Vehicle; (ii) any acts or omissions of Permittee or any Driver of a Permitted Vehicle; (iii) any obligations or activities undertaken in connection with this Permit; (iv) any damage to any person or property, or injury to or death to any person, including without limitation any claim or action alleging latent and other defects, whether or not discoverable by Permittee or Authority; (v) any alleged or actual breach of any federal, state or local law or regulation; and (vi) Permittee's duties under easements or contracts with third parties; except that this paragraph shall not apply to any Liabilities arising through the sole active negligence or willful misconduct of Authority. These indemnity obligations shall apply for the entire time that any third party can make a claim against or sue the Authority or the Authority-related Personnel. Permittee and Authority agree to promptly provide notice to each other of any Liabilities following the learning thereof by such party. Permittee shall not settle or compromise any claim or matter pursuant to this paragraph without first obtaining Authority's written consent.

6.2 **Permittee's Assumption of Risk**. Permittee covenants that it voluntarily assumes 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 sole active negligence or the willful misconduct of Authority or Authority-related Personnel.

6.3 **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 sole active negligence or 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, sub-licensee, 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.

Further, 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:

6.3.1 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

6.3.2 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.

ARTICLE 7 – TERMINATION AND SUSPENSION.

7.1 **Default and Termination**. If Permittee fails to perform or observe any of the terms,

covenants or conditions in this Permit, Authority may give written notice to cure such omission. If Permittee fails to cure the omission within ten (10) days after service of the notice, Authority may terminate this Permit by providing written notice of termination to Permittee. In such event, this Permit shall terminate on the date stated in the termination notice; Permittee shall have no further rights under this Permit and shall immediately surrender all Vehicle Identification Decals that have been issued by Authority, and the Authority further shall have all other rights and remedies as provided by law, including without limitation the right to recover damages from Permittee in the amount necessary to compensate Authority for all the detriment and injury proximately caused by Permittee's failure to perform its obligations under this Permit or which in the ordinary course would be likely to result therefrom.

7.2 **Default and Suspension.** If Permittee fails to perform or observe any of the terms, covenants or conditions in this Permit, but cures such default within ten (10) days after service of notice, the Authority, in its sole discretion, may suspend this Permit for a period of time deemed appropriate by the Authority when considering the facts, circumstances and seriousness of the default.

7.3 **Termination Without Cause.** Notwithstanding the right of Authority to terminate for default as specified above, this Permit may be terminated by Authority or Permittee as a matter of right and with or without cause at any time upon the giving of thirty (30) days' advanced notice in writing to the other party of such termination.

7.4 **Refund of Permit Fee in the Event of Termination or Suspension.**

7.4.1 **Termination or Suspension Due to Permittee's Default.** In the event this Permit is terminated or suspended due to Permittee's default, Permittee shall not be entitled to any refund of Permit Fees or any other fees paid to the Authority.

7.4.2 **Termination Without Cause.** In the event this Permit is terminated without cause, Permittee shall be entitled to a refund of the Permit Fees paid to Authority on a *pro-rata* basis for the remaining portion of the term of this Permit. Authority shall make such refund available to Permittee, less any funds owed by Permittee to Authority, within sixty (60) days of the termination date of the Permit.

7.5 **Non-waiver of Rights.** The waiver by either party of any breach of any term, covenant or condition in this Permit shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition. The subsequent acceptance by Authority of any payment by Permittee shall not be deemed to be a waiver of any preceding breach by Permittee of any term, covenant or condition of this Permit other than the failure of Permittee to pay the particular compensation, regardless of Authority's knowledge of such preceding breach at the time of acceptance of such compensation.

7.6 **Survival of Authority's Rights.** The following rights of the Authority under this Permit shall survive any termination of this Permit including termination due to expiration of the Permit's term:

7.6.1 **Funds Due the Authority.** All funds due the Authority as provided in this Permit.

7.6.2 **Hold Harmless and Indemnification.** The Authority's rights to be held harmless and to be indemnified by Permittee as provided in this Permit.

7.6.3 **Permittee's Waiver and Permittee's Assumption of Risk.** The Authority's rights arising pursuant to Permittee's waiver and assumption of risk provisions set forth above.

7.6.4 **Environmental Compliance.** The Authority's rights and Permittee's obligations arising pursuant to Article 12 of this Permit.

ARTICLE 8 – JOINT AND SEVERAL LIABILITY. If Permittee is a partnership or joint venture, or is comprised of more than one party or entity or a combination thereof, the obligations imposed on Permittee under this Permit shall be joint and several, and each general partner, joint venturer, party, or entity of Permittee shall be jointly and severally liable for said obligations. Nothing contained herein, however, shall be deemed or construed as creating a partnership or joint venture between Authority and Permittee or between Authority and any other entity or party, or cause Authority to be responsible in any way for the debts or obligations of Permittee, or any other party or entity.

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 sole 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 - COST OF LITIGATION AND/OR ADMINISTRATIVE ACTIONS - ATTORNEY FEES. If any action, whether an action in litigation or in an administrative action, brought by Permittee or by Authority and arising out of or traceable to any rights, privileges, or obligations bestowed by this Permit, including but not limited to breach of any provision of this Permit, the Parties agree that the prevailing party shall be entitled to and the non-prevailing party shall be bound to pay all reasonably incurred costs associated with the action. The Parties agree that all reasonably incurred costs associated with the action include, but are not limited to attorney fees, costs of legal research incurred in preparing documents filed with the court or administrative body, expert witness fees, and exhibits used in presenting the prevailing party's case to the court, jury or administrative body.

ARTICLE 11 – NOTICES.

11.1 **Notice.** Any notice required or permitted by this Permit shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery on the date that personal delivery is accomplished; (b) by overnight courier upon the date of signature verification of receipt; or (c) by certified or registered mail, return receipt requested, upon signature verification of receipt. Notice shall be sent to the addresses set forth below, or such other address as either party may specify in writing:

If to the Authority, to: San Diego County Regional Airport Authority
Ground Transportation
P. O. Box 82776
San Diego, California 92138-2776

If to Permittee, to:

11.2 **Notice From President/CEO.** Permittee agrees that Notice from the President/CEO or the President/CEO's duly appointed designee shall be effective as to the Permittee as if it were executed by the Board or by resolution of the Board.

ARTICLE 12 – ENVIRONMENTAL COMPLIANCE - PROHIBITIONS AND RESTRICTIONS.

12.1 **Definitions.** The following words and phrases when used in this Permit shall have the following meanings:

- 12.1.1 **“Environmental Laws”** means any applicable statute, ordinance, code, rule, permit, regulation, license, approval, authorization, order, directive, notice, injunction, controlling federal or state court decision, or administrative or regulatory decree, judgment or order of any governmental authority, federal, state or local lawfully exercising authority over the Airport or the activities and business operations of Permittee at the Airport, or written plan required by or in response to any of the same, which pertains to the environment (including, but not limited to, ground, air, water pollution or contamination, public health, public safety, public welfare, any Regulated Materials and Pollutants, Endangered, Threatened or Sensitive Species, historic properties and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act (“CWA”), 42 U.S.C. § 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f, et seq.; the Hazardous Materials Transportation Act 49 U.S.C. § 5101, et seq.; the California Hazardous Waste Control Law, California Health and Safety Code § 25100, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code § 13000, et seq. (“California CWA”); the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5, et seq.; and any other local, state, or federal environmental statutes, rules, regulations, orders, and decrees applicable now or hereafter promulgated under any of the foregoing, as any of the foregoing may be applicable or may be changed or amended or come into effect in the future. Nothing in these provisions shall preclude Permittee from raising reasonable defenses, including without limitation federal preemption to the application of Environmental Laws to Permittee.
- 12.1.2 **“Endangered, threatened and sensitive species”** means any flora or fauna identified by the provisions of the California Endangered Species Act (California Fish and Game Code § 2050 et seq.), the Federal Endangered Species Act (16 U.S.C. §§ 1531-1543), and the Federal Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), including the California least tern (*Sterna antillarum browni*), a seabird known to nest on the Airport.
- 12.1.3 **“Greenhouse Gas Emissions”** means carbon dioxide (CO₂), methane (CH₄), nitrogen trifluoride (NF₃), nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and other fluorinated greenhouse gases that are emitted directly or indirectly into the atmosphere during construction and/or operational activities.
- 12.1.4 **“Process Water”** means water which contains Regulated Materials or Pollutants from any point or non-point source subject to the CWA or the State of California Porter-Cologne Water Quality Control Act.
- 12.1.5 **“Regulated Materials and Pollutants”** means (a) any material that, because of its quantity, concentration or physical or chemical characteristics, has been determined

by any applicable federal, State or local governmental authority to pose a hazard to human health or safety or to the air, water, soil or environment; (b) any materials, substances, products, by products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by products, or waste may give rise to liability under any Environmental Law and (c) any Process Water or Solid Waste. "Regulated Materials and Pollutants" includes, without limitation, any material or substance identified, listed, or defined as a "hazardous waste," "hazardous substance," "pollutant," "contaminant" or term of similar import, or which is otherwise regulated pursuant to Environmental Laws; any asbestos and asbestos- containing materials; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; polychlorinated biphenyls or lead-based paint.

12.1.6 "**Release**" means any depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, regardless of intent. when used for Regulated Materials and Pollutants shall include any actual spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property or the environment, and includes any threat of Release to the extent regulated under Environmental Laws.

12.1.7 "**Solid Waste**": has the same meaning as in the Resource Conservation and Recovery Act and includes sewage.

12.2 **Permittee's Operations On the Airport.** In conducting its operations as they occur on the Airport, Permittee shall abide and be bound by all of the following requirements:

12.2.1 Permittee shall comply with all Environmental Laws.

12.2.2 Permittee shall restrict its use of Regulated Materials and Pollutants 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 Regulated Materials and Pollutants in a safe and prudent manner. Disposal of any Regulated Materials and Pollutants on or at or under the Airport is strictly prohibited.

12.2.3 Permittee shall be solely and fully responsible for the reporting of Regulated Materials and Pollutants Releases to the appropriate public agencies as required by Environmental Laws, when such Releases are caused by or result from Permittee's activities on the Airport. Permittee shall immediately notify Authority of any Release of Regulated Materials and Pollutants, whether or not the Release is in quantities that would otherwise be reportable to a public agency.

12.2.4 Permittee shall be liable and responsible for any Release of Regulated Materials and Pollutants arising out of Permittee's activities at the Airport which is caused by Permittee (hereinafter "Permittee Release"). Liability and responsibility for such Permittee Releases shall include, but not be limited to:

- a. all immediate actions reasonably necessary under applicable Environment Laws to promptly control any such Permittee Release and to mitigate any immediate threat to public health, safety, and the environment resulting from such Permittee Release;
- b. any further repairs or corrective actions, conducted in a timely manner, reasonably necessary under applicable Environmental Laws to remediate the

Permittee Release and to protect public health, safety, and the environment, and to bring the affected areas at the Airport into compliance with applicable Environmental Laws and other applicable regulatory requirements;

- c. damages to persons, property, and/or Airport;
- d. all claims resulting from those damages;
- e. fines imposed by any governmental agency, and
- f. any other liability as provided by law.

Permittee shall diligently proceed to identify the extent of the Permittee Release, and report to the Authority upon request how it will be controlled and/or mitigated and/or remediated as required by applicable Environmental Law(s), and when and by whom it will be controlled and/or mitigated and/or remediated.

Failure to act promptly to immediately remedy the Permittee Release may result in a determination by the President/CEO or his/her duly authorized representative to expend Authority resource to protect public health and safety, or property, or the environment. Permittee shall reimburse Authority within five (5) days of Authority's demand for payment.

- 12.2.5. Permittee shall cooperate with Authority, as reasonably requested from time to time by Authority, to ensure that Permittee's operations at, or use of, the Airport will not unreasonably interfere with Authority's implementation of its San Diego International Airport Wildlife Hazard Management Plan and the Authority's "Biodiversity Plan" available at https://www.san.org/Portals/0/Documents/Environmental/2020-Plans/2020_Biodiversity-Plan-min.pdf, both of which contain provisions to reduce wildlife hazards at the Airport. Acting in a manner to attract wildlife or to provide food, water, or harborage for wildlife while on the Airport is expressly prohibited.
- 12.2.6 Permittee shall indemnify and hold harmless Authority, its Board, officials, officers, agents, and employees from any and all such responsibilities, damages, claims, fines, liabilities, including without limitation any costs, expenses and attorneys' fees, resulting from a Permittee Release except to the extent caused by the sole active negligence or willful misconduct of Authority or by a third party with no relationship to Permittee. Authority shall have a direct right of action against Permittee even if no third party has asserted a claim. After notice from Authority, and at the discretion of Authority, Permittee shall cease its activities on the Airport until such Permittee Release 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 Permittee Release, ceasing activities may aid Authority in determining the extent of liability of Permittee or may aid Authority in cleanup and remediation of the Regulated Materials and Pollutants.
- 12.2.7 This Permit incorporates by reference the Authority's adopted Sustainability Policy Section 8.31 available at <http://www.san.org/airport-authority/codes-policies> and the "Clean Transportation Plan" that serves as the Authority's strategy and plan for managing various ground transportation issues and covers all ground transportation emission sources including all vehicles and equipment accessing and operating at San Diego International Airport, available at https://www.san.org/Portals/0/Documents/Environmental/2020-Plans/2020_Clean-Transportation-Plan-min.pdf, both of which contain provisions for operating the Airport in a manner which reduces Greenhouse Gas (GHG)

emissions. Permittee agrees to adhere to the provisions of the Sustainability Policy and Clean Transportation Plan applicable to Permittee's operations at the Airport as found in Environmental Laws, including the Airport Rules and Regulations, to the extent these provisions do not conflict with the State of California requirements.

12.2.8 If requested by the Authority, Permittee shall provide environmental data, in a manner prescribed by the Authority, for the previous 12-month period or less that includes: vehicles inventory (including type, age, and fuel type); and other key metrics as defined by the Authority.

12.2.9 Permittee's obligations under this Article shall survive the expiration or earlier revocation or suspension of this Permit and Permittee's obligations and liabilities under this Article shall continue so long as Authority bears any liability or responsibility under the Environmental Laws arising from Permittee's activities at the Airport.

ARTICLE 13 - TAXES, CHARGES AND ASSESSMENTS. Permittee shall pay before delinquency, and without notice or demand, all taxes, charges, and assessments which may be levied, imposed, or assessed against Permittee, Permittee's property, Permittee's interest in its operations or possession of its assets, or any other tax for which Permittee may become liable. 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. Payment of all such taxes and charges shall be the sole responsibility of Permittee.

ARTICLE 14 – INSURANCE – GENERAL REQUIREMENTS.

14.1 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 B", 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.

14.2 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, Drivers, officers, assigns, or any person or entity acting for or on behalf of Permittee.

14.3 Such policies may provide for reasonable deductibles and/or self-insured retentions. All deductibles and self-insured retentions must be declared and acceptable to the President/CEO based upon the nature of Permittee's operations and the type of insurance involved.

14.4 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 an Additional Insured is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Permittee in its operations at the Airport or connected with this Permit.

- 14.5 At least ten (10) days prior to the expiration date of all policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with Authority. If such coverage is cancelled, 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.

Vehicles must maintain the required level of insurance at all times. **Should vehicle no longer be insured, Permittee shall surrender permit within 2 business days.** Failure to maintain insurance or failure to surrender Permit will result in suspension or revocation.

- 14.6 Permittee shall provide proof of the requested insurance to the Authority in the following manner:

14.6.1 Certificate(s) of Insurance evidencing all specified coverage shall be filed with Authority prior to Permittee performing under this Permit or occupying the Airport. The Certificate(s) shall contain the name of the Permittee, the applicable policy numbers, the inclusive dates of policy coverage, the insurance carrier's name, the insurance broker's name, address and telephone 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, or non-renewal 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 broker and carrier providing such insurance.

14.6.2 Additional Insured Endorsement(s) shall be filed with Authority prior to Permittee performing under this Permit or occupying the Airport.

14.6.3 If requested, copies of original insurance policies.

14.6.4 If requested, when coverage is provided by foreign insurance syndicates, a broker's letter acceptable to the Authority in form and content.

14.6.5 If requested, other written evidence of coverage acceptable to the Authority.

- 14.7 Authority and Permittee agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Permit by the Authority who may, thereafter, require Permittee, on thirty (30) days prior written notice, to adjust the insurance coverage to whatever reasonable requirement said Authority deems to be adequate.

- 14.8 All insurance policies required herein shall have the following Financial Strength Rating (FSR) from Demotech "A" or higher or from a A.M. Best Company financial rating of B-minus or higher. The Authority reserves the right to change the minimum rating requirements at any time during the term of this Permit.

- 14.9 Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code §§ 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 Permitted by the State of California at the address specified below:

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

Or email to this address: certificates@san.org

ARTICLE 15 – MISCELLANEOUS PROVISIONS.

15.1 Interpretation.

- 15.1.1 **Section Headings.** Article or section headings in this Permit are for the convenience and reference of the Parties, and do not define or limit the scope of any article, section or provision.
- 15.1.2 **Fair Meaning.** The language of this Permit shall be construed according to its fair meaning, and not strictly for or against either Party.
- 15.1.3 **Two Constructions.** If any provision in this Permit is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 15.1.4 **Governing Law.** This Permit and all of its terms and conditions shall be construed, interpreted and applied in accordance with, governed by, and enforced under the laws of the State of California.
- 15.1.5 **Venue.** Notwithstanding applicable provision of 28 U.S.C. §1391 or of California Code of Civil Procedure §394, the Parties agree that the venue in all matters arising out of this Permit shall be the Superior Court of California, County of San Diego.
- 15.1.6 **Gender.** The use of any gender shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 15.1.7 **Integrated Agreement.** The Parties agree that this Permit and any documents to which it refers contain the whole agreement between the Parties relating to the terms and conditions by which Permittee is authorized to operate Permitted Vehicles on the Airport. The Parties further agree that this Permit supersedes all previous understandings, permits, and agreements between the Parties regarding such terms and conditions. Each party to this Permit acknowledges that it has not relied on any representation, warranty, collateral contract or other assurance that is not set out in this Permit or in any documents to which it refers, that was made before the execution of this Permit, except that Authority shall have the right to rely upon the information provided in the Application. Each party waives all rights and remedies which, but for this provision, might otherwise be available to it in respect to any such representation, warranty, collateral contract or other assurance. However, nothing in this provision shall limit or exclude any liability for willful misconduct or fraud. The Parties further agree that no alteration or variation of the terms of this Permit shall be valid unless made in writing and signed by the Parties.
- 15.1.8 **Other Agreements Not Affected.** Except as specifically stated herein, this Permit and its terms, conditions, provisions and covenants shall not in any way change, amend, modify, alter, enlarge, impair or prejudice any of the rights, privileges, duties or obligations of either of the Parties under or by reason of any agreement between the Parties.

- 15.1.9 **Partial Invalidity.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.
- 15.2 **Non-discrimination.** Permittee agrees at all times to fully comply with all laws prohibiting discrimination against any person or class of persons by reason of race, color, gender, religious creed, sex (including pregnancy or child birth), age, national origin, ancestry, sexual orientation, physical or mental disability, medical condition including genetic characteristics, veteran status, marital status, family care status, or any other considerations made unlawful by federal, state or local law in performance of this Agreement. If the use provided for in this Agreement allows Permittee to offer accommodations or services to the public, such accommodations, or services shall be offered on fair and reasonable terms.
- 15.3 **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.
- 15.4 **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.
- 15.5 **Prohibition on Gifts.**
- 15.5.1 Permittee is familiar with Authority's prohibition against the acceptance of any gift by an Authority officer or designated employee.
- 15.5.2 Permittee agrees not to offer any Authority officer or designated employee any gift prohibited by the Policies and Codes of the Authority or by state law.
- 15.5.3 The offer or giving of any gift prohibited by law shall constitute a material violation of this Permit by Permittee.

ARTICLE 16 - FEDERAL AVIATION ADMINISTRATION REGULATIONS. During the performance of this Permit (referred to in the Article as "contract"), the Permittee, for itself, its assignees, successors in interest and subcontractors (referred to in the Article as the "Contractor") agrees as follows:

16.1 CIVIL RIGHTS – GENERAL (49 U.S.C. § 47123).

- 16.1.1 The Contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- 16.1.2 This provision binds the contractors from the bid solicitation period through the completion of the contract.
- 16.1.3 This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

16.1.4 In these cases the provision obligates the party or any transferee for the longer of the following periods:

- i. the period during which the property is used by the Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits;
- ii. the period during which the Authority or any transferee retains ownership or possession of the property.

16.2 CIVIL RIGHTS – TITLE VI.

Title VI Solicitation Notice. The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

16.2.2 Title VI Clauses for Compliance with Nondiscrimination Requirements during the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

16.2.2.1 Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

16.2.2.2 Non-discrimination: The Contractor, with regard to the work performed by it during the contract, 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. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

16.2.2.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the 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 the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

16.2.2.4 Information and Reports: The 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 Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

16.2.2.5 Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the

Non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

16.2.2.5.1 Withholding payments to the Contractor under the contract until the Contractor complies; and/or

16.2.2.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.

16.2.2.6 Incorporation of Provisions: The Contractor will include the provisions of paragraphs one16.2.2.1 through six16.2.2.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The 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 the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16.2.3 Title VI List of Pertinent Nondiscrimination 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:

16.2.3.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibiting discrimination on the basis of race, color, national origin).

16.2.3.2 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).

16.2.3.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, prohibiting unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

16.2.3.4 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq., as amended, prohibiting discrimination on the basis of disability) and 49 CFR Part 27.

16.2.3.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq., prohibiting discrimination on the basis of age).

16.2.3.6 Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123, as amended, prohibiting discrimination based on race, creed, color, national origin, or sex).

16.2.3.7 The Civil Rights Restoration Act of 1987 (PL 100-209 broadening the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and § 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).

16.2.3.8 Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131 – 12189 as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38, prohibiting 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).

- 16.2.3.9 The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123, prohibiting discrimination on the basis of race, color, national origin, and sex).
- 16.2.3.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations. (ensuring non-discrimination 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).
- 16.2.3.11 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); and
- 16.2.3.12 Title IX of the Education Amendments of 1972, as amended. (20 U.S.C. § 1681 et seq. prohibiting discrimination because of sex in education programs or activities).

16.3 FEDERAL FAIR LABOR STANDARDS ACT (Federal Minimum Wage, 29 U.S.C. § 201, et seq.). All contracts and subcontracts that result from this solicitation incorporate the Federal Fair Labor Standards Act by reference, with the same force and effect as if given in full text. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities which is the U.S. Department of Labor-Wage and Hour Division. (Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration).

16.4 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (20 CFR Part 1910). All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text: Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities which is the U.S. Department of Labor-Occupational Safety and Health Administration.

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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.

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.

DATE OF PERMIT ISSUANCE:

**SAN DIEGO COUNTY REGIONAL AIRPORT
AUTHORITY**

By:

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**APPLICATION FOR A NON-EXCLUSIVE PERMIT TO OPERATE CHARTER VEHICLES AT
SAN DIEGO INTERNATIONAL AIRPORT**

EXHIBIT A

VEHICLE REGISTRATION LISTING FOR:

| Insurance Information | | | |
|------------------------------|----------------------|-----------------------|------------------------|
| Policy Company | Policy Number | Effective Date | Proof of Policy |
| | | | |

| Vehicle Listing | | | | | | |
|------------------------|--|---------------------------------|---|------------------------------|-----------------------------|--|
| # | Vehicle Year / Make / Model | License Plate Number | Vehicle Identification Number (Last 6 Digits of VIN) | Company Vehicle # | Vehicle Capacity | <i>Fuel Type</i> (AFV/CAV or Non-AFV/CAV) |
| 1 | | | | | | |
| | | | | | | |

APPLICATION FOR A NON-EXCLUSIVE PERMIT TO OPERATE CHARTER VEHICLES AT SAN DIEGO INTERNATIONAL AIRPORT

EXHIBIT B

INSURANCE REQUIREMENTS FOR PERMITTEE

Permittee shall procure and maintain at its expense, and keep in effect at all times during the term of this Permit, the types and minimum levels of insurance specified below:

1. **Commercial Automobile Liability:** Covering Owned, Non-Owned, or Hired Automobiles written on the Insurance Service Office (ISO) form number CA 00 01 or its equivalent 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.
2. **Worker's Compensation and Employer's Liability:** Workers Compensation in the amount required by California State Law and Employer's Liability coverage in an amount not less than one million dollars (\$1,000,000) per occurrence.

Permittee may request a waiver (see "**Exhibit C**") of this requirement if they are exempt from Workers' Compensation coverage in accordance with California law.

APPLICATION FOR A NON-EXCLUSIVE PERMIT TO OPERATE CHARTER VEHICLES AT SAN DIEGO INTERNATIONAL AIRPORT

EXHIBIT C

REQUEST FOR WAIVER WORKERS' COMPENSATION INSURANCE REQUIREMENT

***IF YOU HAVE EMPLOYEES, DO NOT SIGN.**

Business:

Legal Name: _____

Address: _____

Legal Form

Sole Proprietor
Corporation

Limited Partnership
Business Trust

General Partnership
Limited Liability Company

Other: Add Editable Form Field Here if Other Box is checked _____

Contact Person (Name / Telephone): _____

Authority Reference:

Authority Department: GROUND TRANSPORTATION

Contact Name/Telephone: (619) 400-2685

Document Reference: N/A

Any work performed on Authority Premises? YES NO

Nature of work to be performed for Authority (bid, contract, job no., location, etc.):

TRANSPORTATION SERVICES

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

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APPLICATION FOR A NON-EXCLUSIVE PERMIT TO OPERATE CHARTER VEHICLES AT SAN DIEGO INTERNATIONAL AIRPORT

EXHIBIT D

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY VEHICLE MAINTENANCE INSPECTION FORM

| COMPANY NAME | | OWNER NAME | VIN# | | |
|---|--------------|--|------|--|----------|
| YEAR | MAKE / MODEL | MILEAGE | OK | DEF | COMMENTS |
| * | 1 | Fire extinguisher, first aid kit, and reflective warning devices | | | |
| * | 2 | Horn, defroster, gauges, odometer, and speedometer | | | |
| * | 3 | Driver seat, passenger seats, padding, interior, and floor condition | | | |
| * | 4 | Windshield wipers, windows, mirrors, and supports | | | |
| * | 5 | All interior and exterior lights, signals, reflectors | | | |
| * | 6 | Electrical wiring-condition and protection | | | |
| * | 7 | Batteries-water level, terminals, and cables | | | |
| * | 8 | Warning devices-air, oil, temperature, exit, and/or vacuum | | | |
| * | 9 | Heaters, defrosters, switches, and vents | | | |
| * | 10 | Doors, exterior, paint, and marking | | | |
| * | 11 | Radiator and water hoses-coolant level, condition, and/or leaks | | | |
| * | 12 | Belts-compressor, fan, water, and/or alternator | | | |
| * | 13 | Air hoses and tubing-leaks, condition, and/or protection | | | |
| * | 14 | Fuel system-tank, hoses, tubing, and/or pump-leaks | | | |
| * | 15 | Exhaust system, manifolds, piping, mumer leaks and/or condition | | | |
| * | 16 | Engine-mounting, excessive grease and/or oil | | | |
| * | 17 | Clutch adjustment-free play | | | |
| * | 18 | Air filter, throttle linkage | | | |
| * | 19 | Starting and charging system | | | |
| * | 20 | Hydraulic brake system-adjustment, components, and/or condition | | | |
| * | 21 | Hydraulic master cylinder-level, leaks, and/or condition | | | |
| * | 22 | Hoses and tubing-condition, protection | | | |
| * | 23 | Air brake system-adjustment, compartments, and/or condition | | | |
| * | 24 | 1 minute air or vacuum loss test | | | |
| * | 25 | Air compressor governor-cul in and cut out pressure (85-130) | | | |
| * | 26 | Primary air lank--drain and lest function of check vatve | | | |
| * | 27 | Other air tanks--drain and test function of check vatve | | | |
| * | 28 | Tires-tread depth, inflation, condition | | | |
| * | 29 | Wheels, lug nuts, and stud-cracks | | | |
| * | 30 | Parking brake-able to hold the vehicle | | | |
| * | 31 | Emergency slopping system-labeled, operative | | | |
| * | 32 | Brakes do not release after complete loss of service air | | | |
| * | 33 | Steering system-mounting, free lash and components | | | |
| * | 34 | Steering arms, drag links, and/or tie rod ends | | | |
| * | 35 | Suspensions system-springs, shackles, u-bolts, and/or torque rods | | | |
| * | 36 | Frame and cross members---cracks and/or condition | | | |
| * | 37 | Drive shaft, universal joints, and/or guards | | | |
| * | 38 | Transmission and differential-mounting, leaks, and/or condition | | | |
| * | 39 | Wheel seats-leaks and/or condition | | | |
| * | 40 | Under carriage-clean and secure | | | |
| SIGNATURES | | | | | |
| INSPECTOR NAME | | INSPECTOR SIGNATURE | DATE | COMPANY PHONE # | |
| GROUND TRANSPORTATION OFFICE USE ONLY | | | | | |
| AUTHORIZER | | AUTHORIZER SIGNATURE | DATE | DATE RECEIVED | |
| | | | | ACCEPTED- YES <input type="checkbox"/> NO <input type="checkbox"/> | |
| <i>"Inspection iterns above may or rmay not apply to all transportation modes."</i> | | | | | |