

INSTRUCTIONS FOR SUBMITTING AN APPLICATION FOR A NON-EXCLUSIVE PERMIT AND AGREEMENT TO USE AIRPORT PROPERTY TO CONDUCT TNC SERVICES AT SAN DIEGO INTERNATIONAL AIRPORT

TNC entities seeking to use Airport property to conduct TNC Services at San Diego International Airport ("Airport") must submit the following items prior to the Authority issuing of 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) (two (2) copies)		
	Insurance Certificate and Endorsement Form listing SDCRAA as an "Additional Insured" (See Article 15 for Insurance Requirements)		
	Exhibit A: Airport Geo-fence and Coordinates		
	Exhibit B: TNC Trip Fee Rates		
	Exhibit C: Request for Waiver Worker's Compensation Insurance Requirement		
	Exhibit D: TNC Passenger Waiting and Terminal Pickup Areas		
	Exhibit E: TNC Staging Area		
	Exhibit F: TNC Program Penalties and Consequences		
	Exhibit G: EPA Greenhouse Gas Rating		
	Exhibit H: Effective Greenhouse Gas Rating & Trip Fee Rate Calculations		
	Exhibit I: Monthly Report		
	Exhibit j: Irrevocable Standby Letter of Credit		
4.	Copy Transportation Network Company PUC Certificate		
5.	Picture of approved TNC Trade Dress and Sample Waybill		
6.	Letter of Credit or Security Deposit		

Submitting Your Information

Mailing Address:

San Diego County Regional Airport Authority
Landside Business Development
P.O. Box 82776
92138-2776

Overnight or Hand-Delivered Mail:

San Diego County Regional Airport Authority
Landside Business Development
2417 McCain San Diego, CA 92101San Diego, CA

Contact Us

Contact the San Diego County Regional Airport Authority, Landside Business Development at (619) 400- 2685 with any questions.

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 and Agreement to Use Airport Property to Conduct TNC Services 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 Name & Title

Date

Submitting your information does not authorize you to conduct commercial operations at the Airport. No permit or authorization shall be issued or considered valid until you receive written notice from the Authority stating your permit is complete and valid.

**APPLICATION FOR NON-EXCLUSIVE PERMIT AND AGREEMENT TO USE
AIRPORT PROPERTY TO CONDUCT TNC SERVICES AT SAN DIEGO
INTERNATIONAL AIRPORT**

ATTACHMENT 1: PERMITTEE INFORMATION

Business Name: _____

Mailing Address: _____

☐ Check here if business address is same as above

Business Address: _____

Contact Name: _____

Contact Title: _____

Business Phone: _____ Fax Number: _____

Mobile Phone: _____ Email Address: _____

Business Entity: _____

If your business entity has changed, please mark the appropriate entity below and complete the corresponding attachment with updated information:

- | | |
|---|-------------------------|
| ☐ Sole Proprietorship: | Complete Attachment 1-A |
| ☐ Partnership: | Complete Attachment 1-B |
| ☐ Limited Liability Partnership (LLP): | Complete Attachment 1-B |
| ☐ Limited Liability Company (LLC): | Complete Attachment 1-C |
| ☐ Corporation | Complete Attachment 1-D |

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

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

**APPLICATION FOR A NON-EXCLUSIVE PERMIT AND
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ATTACHMENT 1-A: SOLE PROPRIETORSHIP INFORMATION

1. Date Applicant 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:

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ATTACHMENT 1-B: PARTNERSHIP (GENERAL/LIMITED) INFORMATION

1. Date of Organization: _____
2. General Partnership ☐ Limited Liability Partnership ☐
3. Name, Title address and phone number each managing partner. If a managing partner is another partnership, a corporation or a limited liability company (LLC), please complete separate pages as appropriate, for such entity.

Managing Member(s):

Name: _____

Title: _____

Address: _____

Phone: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Name: _____

Title: _____

Address: _____

Phone: _____

**APPLICATION FOR A NON-EXCLUSIVE PERMIT AND
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ATTACHMENT 1-C: LIMITED LIABILITY COMPANY INFORMATION

LLC Name: _____
Date of Organization: _____
Where Organized: _____
Business Entity Number: _____
Agent for Service of Process:
Name: _____
Title: _____
Address: _____
Phone: _____

Is the Company authorized to do business in California?

Yes ☐

No ☐

1. Name, address and membership share held by each manager and officer. If a member is a partnership, corporation, or another LLC, please complete separate pages, as appropriate, for each entity.

Managing Member(s), Officers and members over 10%:

Name: _____
Title: _____ Share: _____
Address: _____
Phone: _____ Email: _____

Name: _____
Title: _____ Share: _____
Address: _____
Phone: _____ Email: _____

Name: _____
Title: _____ Share: _____
Address: _____
Phone: _____ Email: _____

**APPLICATION FOR A NON-EXCLUSIVE PERMIT AND AGREEMENT TO
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ATTACHMENT 1-D: CORPORATION INFORMATION

1. Corporate Name: _____
2. Date Incorporated: _____
3. City and State Incorporated: _____
4. Business Entity Number: _____
5. Agent for Service of Process:
Name: _____
Title: _____
Address: _____
Phone: _____
6. Is the corporation authorized to do business in California?
Yes ☐ No ☐
7. Please provide the name, title, address and phone number for each corporate officer and any stock holder owning more than 10% of any class of stock:

Name: _____
Title: _____ Share: _____
Address: _____
Phone: _____ Email: _____

Name: _____
Title: _____ Share: _____
Address: _____
Phone: _____ Email: _____

Name: _____
Title: _____ Share: _____
Address: _____
Phone: _____ Email: _____

Name: _____
Title: _____ Share: _____
Address: _____
Phone: _____ Email: _____

Name: _____
Title: _____ Share: _____
Address: _____
Phone: _____ Email: _____

Name: _____
Title: _____ Share: _____
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Name: _____
Title: _____ Share: _____
Address: _____
Phone: _____ Email: _____

Name: _____
Title: _____ Share: _____
Address: _____
Phone: _____ Email: _____

Name: _____
Title: _____ Share: _____
Address: _____
Phone: _____ Email: _____

Any partnership, corporation or LLC holding more than 10% of any class of stock or membership interest must also complete separate pages, as appropriate, for each entity. If there is an ownership chain of additional partnerships, corporations or LLCs, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect or beneficial ownership interest or membership interest in the primary Company; or (2) effective control of the primary Company regardless of the percentage of ownership or membership interest.

NON-EXCLUSIVE PERMIT AND AGREEMENT TO USE AIRPORT PROPERTY TO CONDUCT TNC SERVICES AT SAN DIEGO INTERNATIONAL AIRPORT

This NON-EXCLUSIVE PERMIT, is made and entered into _____, by and between the SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY ("Authority"), a local governmental entity of regional government, and _____ a _____ ("Permittee") (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, Permittee is a Transportation Network Company ("TNC") licensed by the California Public Utilities Commission;

WHEREAS, Authority has determined that it will provide certain facilities, services and access to the Airport property to allow authorized TNCs and their affiliated drivers to use the Airport property to conduct their business which involves pick up and transport of passengers on Airport property; and

WHEREAS, Permittee desires to derive financial benefit by authorizing Permitted TNC Drivers to use Airport property to operate one or more Permitted TNC Vehicles to enter upon Airport property and transport passengers to and from the Airport; and

WHEREAS, Permittee has requested Authority authorize Permitted TNC Vehicles and Permitted TNC Drivers working under this Permit to use Airport property to operate a commercial business on Airport property by picking up Airport Passengers and to use certain support facilities and services on Airport property for such purpose; and

WHEREAS, Permittee, in consideration of Authority granting Permittee's Permitted TNC Drivers authorization to operate Permitted TNC Vehicles at the Airport 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; and

WHEREAS, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

NOW, THEREFORE, Authority, for the consideration and upon the terms and conditions herein set forth, grants Permittee, the non-exclusive right to authorize Permitted TNC Drivers to enter upon and use Airport property to operate the Permitted TNC Vehicles on the Airport for the purpose of 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.
- 1.2 **Airport Passenger:** any individual or party who requests a ride through an App or enters a Permitted TNC Vehicle operated by a Permitted TNC Driver providing TNC Services from or to the Airport pursuant to this Permit.
- 1.3 **Airport's Geo-Fence:** an electronic perimeter of the Airport, as depicted in **Exhibit A**, comprised of one or more connected points which are geographic coordinates defined and verified by the Authority and used by the Airport and the Permittee to report and record the provision of TNC Services.
- 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 **App:** the abbreviation for mobile application. The mobile system used by the Permittee to allow a prearranged ride of an Airport Passenger.
- 1.7 **Application:** the Application for a Non-Exclusive Permit to provide TNC Services at the Airport that Permittee completed and lodged 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 and by Authority.
- 1.8 **Application programming interface (API):** a set of routines, protocols, and tools for building software applications specifically used to notify Airport officials of TNC activity on Airport property.
- 1.9 **Authority:** the San Diego County Regional Airport Authority, acting through its President/CEO or her authorized designee.
- 1.10 **Authority-related Personnel:** the Board, officers, officials, directors, employees, agents, representatives and volunteers of the Authority.
- 1.9 **Compensation:** any money, thing of value, payment, consideration, reward, tip, donation, gratuity or profit paid to, accepted, or received by the Permittee and the Permitted TNC

Driver of any vehicle in exchange for transportation of a person, or persons; whether paid upon solicitation, demand or contract, or voluntarily, or intended as a gratuity or donation.

- 1.10 **CPUC:** the California Public Utilities Commission.
- 1.11 **CPUC Decisions:** All CPUC decisions and requirements, including (without limitation) the September 23, 2013 decision (13-09-045) by the CPUC regulating TNCs as charter party carriers. The CPUC Decisions, as may be amended or supplemented, are incorporated herein by reference as if set forth in full.
- 1.12 **Deadheading:** occurs when a commercial vehicle operator is travelling to or from the Airport without a passenger in their vehicle.
- 1.13 **Deposit:** monies paid in advance by the Permittee to secure (1) the payment of Trip Fees and other Permittee obligations incurred for Providing TNC Services, and (2) the cost of additional expenses, if any, incurred by the Authority for operation and oversight of the TNC Program. Each TNC operating at the Airport will be required to provide the Authority with a security deposit in accordance with Article 18 of this Permit.
- 1.14 **Designated Areas:** the areas designated by the Authority for the purpose of TNC pick up & drop off as shown in Exhibit D. Designated Areas may be changed from time to time at the Authority's discretion.
- 1.15 **Designated Staging Area:** the area as designated by the Authority for the purpose of awaiting customer pickup as shown in Exhibit E. Designated Staging Area may be changed from time to time at the Authority's discretion.
- 1.16 **Effective Greenhouse Gas Rating (EGGR):** a rating based on carbon tailpipe emission and general miles per gallon as shown in Exhibit H.
- 1.17 **Electric Vehicle Charging (EVC):** The Authority will designate an area to charge Permitted TNC vehicles. Operating rules and procedures may be updated at the sole discretion of the President/CEO.
- 1.18 **Matched Ride or Matching:** occurs when a Permitted TNC Driver in-bound with an airport passenger drop-off or completing a passenger drop-off at airport immediately picks up their next passenger from the airport within 20 minutes.
- 1.19 **Multi Party (MP) Rides or Pooling:** when TNC passengers share a ride with another party heading in the same general direction.
- 1.20 **Permit:** this Non-exclusive Permit to operate Permitted TNC Vehicles and operations at the Airport.
- 1.21 **Permittee:** the TNC carrier defined on Page 1 of this Permit, including its Permitted TNC Drivers and any employees, representatives and other agents of Permittee, that has been issued a TNC Permit to operate as an affiliated TNC carrier and charter party carrier in the

State of California and who is a signatory to this Permit

- 1.22 **Permitted TNC Driver:** an individual, employee, independent contractor, or agent approved by the TNC Permittee to use a personal vehicle to transport passengers whose rides are arranged through the TNC App. This individual shall be properly authorized by the TNC pursuant to the terms and conditions of this Permit to pick up, drop off and transport Airport Passengers as an affiliated driver of the Permittee.
- 1.23 **Permitted TNC Vehicle:** a personal vehicle driven by a Permitted TNC Driver that is authorized by Permittee and that is authorized pursuant to the terms and conditions of this Permit to pick up, drop off and transport Airport Passengers.
- 1.24 **President/CEO:** the President/CEO of San Diego County Regional Airport Authority or his/her designee.
- 1.25 **Providing/Provide TNC Services:** Providing TNC Services for Airport pickup include all of the following three periods: Period One is: App open – waiting for a match. Period Two is: match accepted – but passenger not yet picked up (i.e., Permitted TNC Driver is on his/her way to pick up the passenger). Period Three is: Passenger in the vehicle and until the passenger safely exits the vehicle. The TNC App shall be open when the Permitted TNC Vehicle enters Airport property and shall remain on throughout the three periods. Providing TNC Services for Airport drop off begin at the first moment the TNC Vehicle enters Airport property with a passenger until the passenger safely exits the vehicle. The TNC App shall be open when the Permitted TNC Vehicle enters Airport property and shall remain on until the passenger safely exits the vehicle.
- 1.26 **Rules and Regulations:** all rules and regulations of Authority, including but not limited to, the “San Diego International Airport Rules and Regulations,” “Code of the San Diego County Regional Airport Authority,” “Policies of the San Diego County Regional Airport Authority,” 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. The San Diego International Airport Rules and Regulations and the Codes and Policies of the San Diego County Regional Airport Authority may be found on the Authority’s website: <http://www.san.org/Airport-Authority/About-the-Authority>.
- 1.27 **Trade Dress:** 1) the corporate logo, distinctive signage or display on the Permitted TNC Vehicle when Providing TNC Services that is sufficiently large and color contrasted as to be readable during daylight hours at a distance of at least fifty (50) feet. The Trade Dress shall be sufficient to allow a passenger, government official, or member of the public to associate the vehicle with a particular TNC (or licensed transportation provider). Permittee shall file a photograph of its Trade Dress with the Authority’s Landside Business Development Department; 2) the designated Trade Dress Location shall be readily visible to the Authority’s Airport Traffic Officers (“ATOs”) and Airport representatives and must be approved by the Authority’s Landside Business Development Director or his/her designee prior to Permittee commencing operations at the Airport; and 3) Trade Dress must be removed from the vehicle should the Permitted TNC Driver access Airport Property while not Providing TNC Services.

- 1.28 **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.
- 1.29 **TNC Parking Contact Coordinator**: the Authority’s representative responsible for ensuring Permitted TNC Vehicles and Permitted TNC Drivers operate in the Airport parking lots according to the terms and conditions of this Permit and the Rules and Regulations.
- 1.30 **Trip**: each instance in which a Permitted TNC Vehicle Performing TNC Services enters, transits between terminals, and exits the Airport roadway system after picking up or dropping off one or more Airport Passengers.
- 1.31 **Trip Fee**: the Trip Fee, as described more fully in Article 4 and Exhibit B, as may be amended, is the amount owed by the Permittee to the Authority for the privilege of entering upon Airport property for the purpose of conducting business which is providing commercial vehicle transportation services at the Airport.
- 1.32 **Waybill**: the Permitted TNC Driver’s document, as defined by the PUC, either electronic or in hard copy, containing but not limited to, Permitted TNC Driver’s name, Permitted TNC Vehicle’s license plate number, requesting passenger’s name, and pick up location.

ARTICLE 2 – TERM OF PERMIT. This Permit shall be effective from July 1, 2025, to June 30, 2028, unless suspended, revoked, or terminated sooner in accordance with the terms of this Permit.

- 2.1 **Commencement Date.** This Permit shall be effective, and the “Commencement Date” shall be deemed to occur, on the date on which all of the following conditions and precedents are satisfied as determined by the President/CEO in her sole discretion.
- 2.1.1 The Authority’s Landside Business Development Department has received all necessary and sufficient insurance certificates or documents, in a form acceptable to the Authority’s Risk Manager, evidencing that Permittee has obtained the necessary insurance required by this Permit.
- 2.1.2 The Permittee has informed each Permitted TNC Driver regarding the terms of this Permit, including, but not limited to the requirement that Permitted TNC Driver shall comply with Airport Rules and Regulations and that said Rules and Regulations have been made available by Permittee to the Permitted TNC Drivers.
- 2.1.3 The Permittee has filed with the Authority, and obtained the President/CEO’s approval of Permittee’s Class P Transportation Network Company Certificate for

operation as a TNC currently as authorized by the CPUC, and complied with the requirements set forth in Article 3 of this Permit. To the extent the President/CEO shall have conditioned his or her approval on these items, such conditions shall be incorporated herein and Permittee shall abide by such conditions.

2.1.4 The Authority's Landside Business Development Department shall have received two (2) duplicate originals of Permittee's application and this Permit, fully completed and executed by Permittee.

2.1.5 Permittee has received an original Permit, fully executed by both the Permittee and the Authority President/CEO or designee.

2.1.6 Permittee has submitted and the Authority has approved the designated Trade Dress.

2.2. **Permit Term.** This Permit shall remain in effect until 11:59 pm June 30, 2028, unless earlier terminated in accordance with this Permit. Permit renewal is at the sole discretion of the President/CEO. In no event shall a Permit be renewed unless and until all fees owed to the Authority by the Permittee and its Permitted TNC Drivers have been paid in full.

2.3 **Revocation; Termination.** This Permit may be revoked or mutually terminated as follows:

2.3.1 This Permit is revocable at any time, in the sole and absolute discretion of the President/CEO. Such revocation shall be accomplished by giving thirty (30) days' prior written notice to Permittee. Notwithstanding the foregoing, the President/CEO may also terminate this Permit without such 30-day notice if Permittee fails to perform or observe any of the terms of this Permit as described in Article 8 below.

2.3.2 Permittee may terminate this Permit by giving thirty (30) days' prior notice to the Authority.

ARTICLE 3 – USE, CONDITIONS, AND RESTRICTIONS.

3.1 **Use.** Subject to the terms and conditions of this Permit, Authority grants Permittee the non-exclusive right to enter upon designated areas of Airport property and conduct business for the purpose of transporting Airport passengers for compensation. The rights granted by this Permit do not establish or vest in Permittee any right to preferential use of Airport facilities.

3.1.1 The total number of TNC Permits issued by the Authority may be revised or changed by the President/CEO or his/her designee at any time. This Permit's commencement date is contingent upon the President/CEO's finding that all conditions and precedents are met for the Commencement Date in accordance with Section 2.1 of this Permit.

3.1.2 Permittee's Permitted TNC Vehicles are allowed to Provide TNC Services at the Airport provided they comply with the California Vehicle Code, the CPUC Decisions, Airport Codes and Policies, Rules and Regulations, and Permit requirements. Permitted TNC Drivers are allowed to Provide TNC Services provided they comply with all Airport Codes and Policies, Rules and Regulations and Permit requirements.

Permitted TNC Drivers must immediately exit the Airport premises after pick up, drop off or in the event a prospective TNC customer cancels the pickup reservation. Customer pickup and drop off locations will be designated by the President/CEO or designee (**Exhibit D**) and shall be the only location the Permitted TNC Vehicle may pick up or drop off Airport passengers. These locations are subject to change at any time, in the sole and absolute discretion of the President/CEO. Permitted TNC Drivers found operating in non-designated areas shall be subject to citation.

- 3.1.3 All Trips shall be pre-arranged and Permitted TNC Drivers shall remain outside Airport Property until dispatched by the App, other than the Designated Staging Area specified in Exhibit E. Permitted TNC Drivers shall not stage for the purposes of Providing TNC Services in any other areas such as retail shopping centers, churches, or other parking areas established for private or residential purposes within a two (2) mile radius of the Airport.
- 3.1.4 Permitted TNC Drivers shall ensure the approved TNC Trade Dress is properly displayed as per the CPUC at all times when Providing TNC Services at the Airport and that the Permitted TNC Driver is in possession of a valid and completed Waybill.
- 3.1.5 Permitted TNC Drivers shall not use the cell phone lot to await customer pick up. Those found in violation of this will be subject to citation.
- 3.1.6 Permitted TNC Drivers and Permitted TNC Vehicles shall not negatively impact or impede traffic flow in or out of Airport roadways and parking facilities, congregate on Airport access roadways or stage for Airport pickups in any manner that obstructs access to the Airport.
- 3.1.7 This Permit allows for prearranged pickups only through the App. Solicitation and curbside “street hails” are not authorized. The Authority acknowledges that a “match” program approved by the Authority does not constitute a curbside “street hail.” Drop-off areas may be changed from time to time at the Authority’s discretion.
- 3.1.8 Permittee shall educate Permitted TNC Drivers on maximum queue limits for the Permitted TNC Vehicles at Designated Pickup & Drop-off Areas and Designated Staging Areas in a given time. The Authority to specify maximum count per area, per TNC.
- 3.1.9 Permittee shall educate TNC Ambassadors on Authority operational requirements. Authority to specify operational requirements per area, per TNC.
- 3.1.10 Permittee shall advise passengers of the means and methods to report and retrieve lost property. Permittee and Permitted TNC Drivers shall advise passengers of the means and methods to report and resolve passenger complaints.
- 3.1.11 Permittee shall provide the Authority with a current plan for ADA compliance and passenger service standards. Accommodations shall be made for disabled

passengers and for passengers traveling with a service animal. This plan shall be updated annually. Permittee shall ensure that all operations pursuant to this Permit meet or exceed all laws regarding the provision of services to the disabled.

3.1.12 Permittee and the Permitted TNC Drivers and Permitted TNC Vehicles shall at all times comply with the Airport's Rules and Regulations.

3.1.13 Permits are not transferable and must be surrendered to the Authority's Landside Business Development Department when the Permittee ceases operations at the Airport.

3.1.14 Permittee shall promptly notify Permitted TNC Drivers of any and all current and updated Permit requirements found in this Permit and shall promptly notify the Authority in writing, that it has done so. Further, each time an individual Permitted TNC Driver fails to comply with the conditions of this Permit and such failure is discovered by the Permittee or brought to the Permittee's attention by the Authority, Permittee shall promptly give notice to such Permitted TNC Driver, inform the Permitted TNC Driver of the Authority's requirements to immediately come into compliance and upon request, and Permittee shall promptly notify the Authority in writing that it has done so.

3.1.15 In the event the President/CEO determines, at his/her sole discretion, to suspend Permittee's passenger pick up privileges at Airport, Permittee shall promptly effect this prohibition through its App technology, including but not limited to blocking out Airport property as a location available for pick-ups and taking other necessary steps to inform its Permitted TNC Drivers and TNC customers of the prohibition.

3.1.16 Permitted TNC Drivers must present, upon request, either a paper or electronic Waybill to any law enforcement officer, Airport Traffic Officer ("ATO"), or other Authority representative.

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

3.2.1 Permittee shall be compliant with all applicable CPUC Decisions, including amendments and modifications thereto, and all state and local statutes and regulations including the Airport Codes and Policies and Rules and Regulations.

3.2.2 No Permitted TNC Vehicles or Permitted TNC Driver shall obstruct or interfere with the rights of others using any part of the Airport.

3.2.3 No Permitted TNC Vehicle or Permitted TNC Driver shall cause or permit to occur upon any portion of the Airport any illegal waste, public or private nuisance, or other act or thing which disturbs the quiet enjoyment of any other tenant, licensee, invitee, or person using or occupying any portion of the Airport.

No Permitted TNC Driver shall solicit business or engage in any manner of solicitation of business on Airport property except as may be expressly permitted in writing by the Authority.

- 3.2.4 All Permitted TNC Drivers and Permitted TNC Vehicles shall comply with applicable laws and Airport Rules and Regulations while operating at the Airport.
- 3.2.5 All Permitted TNC Drivers and Permitted TNC Vehicles shall operate in accordance with the terms and conditions of this Permit and in accordance with the directions and operating procedures issued by the Authority.
- 3.2.6 This Permit is issued to the Permittee. 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 the Authority. Any transfer in violation of this provision shall be void. Authority's acceptance of any fee or charge by the Authority for the continued operations of Permitted TNC Vehicles ostensibly pursuant to this Permit shall not constitute a waiver of Authority's right to terminate this Permit.
- 3.2.7 All Permitted TNC Drivers shall conduct themselves in a professional manner and be courteous to the public, passengers, other ground transportation providers, Authority and 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.
- 3.2.8 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 or on vehicle, or about the Airport, the terminals, or any portion thereof, without the prior written consent of the Authority.
- 3.2.9 Should this Permit be suspended and thereafter, Permittee continues to allow any of its Permitted TNC Drivers to conduct TNC Services at Airport under the suspended Permit, and such Permitted TNC Drivers are found to have been operating at the Airport during the period of suspension, Authority shall have the right to suspend, revoke or immediately terminate this Permit without notice.
- 3.2.10 The Authority reserves the right to perform periodic inspections of Permitted TNC Vehicles to determine if they are in compliance with standards set forth in this Permit, Airport Rules and Regulations, the California Vehicle Code and the California Public Utilities Code, including any CPUC decisions.
- 3.2.11 Permittee shall not sanction any non-permitted TNC Driver or non-permitted vehicle to pick up or drop off at the Airport.
- 3.2.12 Permittee shall strictly comply with the transportation requirements as amended from time to time by the President/CEO.

- 3.2.13 Monitoring Permitted TNC Drivers and Permitted TNC Vehicles on Airport Property. The Authority reserves the right, in its sole discretion, to implement a solution to monitor Permitted TNC Drivers and Permitted TNC Vehicles, while conducting business on Airport property. This may rely on TNC APIs to assist in trip fee billing, driver and vehicle tracking and permit enforcement purposes. The Authority will work closely with the Permittee to ensure the solution accurately reports the required data.
- 3.2.14 Conditions Relating to Permitted TNC Drivers. In the event the Authority determines it requires additional driver identification information for Permit and/or Rules and Regulations enforcement as to a specific driver or incident, Permittee shall provide such information to Authority as requested. This information shall be provided to the Authority in writing and Permittee shall promptly respond to all such inquiries from the Authority and/or law enforcement personnel. Permittee expressly understands the Authority may require such information in any future Permit and that the terms of this Permit in no way establish a precedent or any limitation whatsoever at the discretion of the President/CEO to add to or subtract from or otherwise alter operating permit requirements. Permittee shall cooperate with assigned Authority staff during the course of the Permit term to determine whether and how a future permit, if one should be granted by the President/CEO, may or may not include tracking of Permitted TNC Driver identification.
- 3.2.15 Permittee shall at all times be responsible for the actions and omissions of every Permitted TNC Driver whether or not the vehicle or driver is authorized by the Authority and regardless of the type of arrangement between the Permittee and Permitted TNC Driver – whether the driver of a Permitted TNC Vehicle is an employee of the Permittee, an independent contractor, a lessee of the TNC, a subcontractor or sublessee or has any other arrangement whereby the driver is authorized by the Permittee to operate a vehicle pursuant to this Permit on Airport property. Permittee may incur a fine for violation if it does not require compliance with reasonable promptness.
- 3.2.16 Permittee shall certify in a form approved by the Authority that the following Permitted TNC Driver and Permitted TNC Vehicle safety criteria have been met: 1) every Permitted TNC Driver has a state issued driver's license to the extent required by state regulation and valid personal automobile insurance meeting the minimum requirements for the State of California; and 2) Permittee or its agent has completed a DMV record check and criminal history check of each Permitted TNC Driver, consistent with the requirements of all CPUC Decisions.
- 3.2.17 Permittee shall immediately deactivate from Providing TNC Services a Permitted TNC Driver who allows any other person to use his/her App credentials or account as a Permitted TNC Driver to Provide TNC Services at the Airport or who uses an unauthorized vehicle to Provide TNC Services at the Airport. Permittee shall promptly notify the Authority whenever such a deactivation occurs.
- 3.2.18 As required by the CPUC, Permittee or its agents shall perform criminal background checks. Upon notice, any Permitted TNC Driver who is determined to be ineligible shall be deactivated by Permittee as soon as possible, but in no event longer than forty-eight (48) hours.

3.2.19 Permittee shall be responsible for ensuring that Permitted TNC Drivers use the Designated Areas, (**Exhibit D**) approved by the President/CEO, and that Permitted TNC Drivers comply with the provisions of this Permit and the Authority's Airport Rules and Regulations unless otherwise directed by the President/CEO. Airport TNC Parking Coordinators will oversee vehicle parking and coordinate the Permitted TNC Driver's contact with the passenger. Permitted TNC Drivers shall:

- a. For Designated Pick up Areas located within a parking lot, enter and exit lots using the normal public parking lot entrance and exit locations, on terms and conditions as approved by the Authority
- b. Go directly to the Designated Pick up Area (**Exhibit D**), as may be amended by the Authority, to wait for their passenger pick up.
- c. Go directly to the Designated Drop off Area (**Exhibit D**), as may be amended by the Authority, to drop off their passenger.
- d. Allow any Airport Traffic Officer or authorized Airport Representative, at any time upon request, to inspect the Permitted TNC Driver's electronic Waybill.
- e. Be allowed to wait for their passengers for the reasonable time it takes to identify the passenger, load all baggage/luggage and safely move from the parking spaces. Permitted TNC Drivers are to depart immediately from the parking area after the passenger(s) and baggage are safely loaded.

3.2.20 Prior to Providing TNC Services under this Permit, Permittee shall provide each Permitted TNC Driver written instructions about the Airport's Rules and Regulations and this Permit. Permittee shall make these instructions available to the Authority prior to commencement of this Permit and subsequently upon request. Permittee agrees to modify or supplement its Permitted TNC Driver instructions as necessary to ensure compliance with the Rules and Regulations and this Permit.

3.2.21 Prior to providing TNC services under this Permit, Permittee shall display to the Authority the monthly average trip miles for the most recent twelve months. Permittee is not required to send this information in written or data format. The Authority will consider this information in deriving a standardized average trip mileage for all TNC Permittees to be used for analysis purposes during the term of this Permit.

3.3 **Monthly Reports.** Within fifteen (15) calendar days of the close of any calendar month while this Permit is in effect, Permittee shall submit to the Authority's Landside Business Development Department operational reports for the previous calendar month ("Monthly Reports"). A template for the monthly trip reports can be found in (**Exhibit I**), which identifies all the required data. The Monthly Reports shall be in the agreed-upon electronic format.

3.4 **Books and Records.**

3.4.1 **Audit and Inspection of Records.** Permittee agrees to maintain and make available to the Authority during regular business hours accurate books and accounting records relating to its operations under this Permit. Permittee agrees to no more than one (1) audits per calendar year unless requested by the Authority Board or other Governmental Agency. Permittee agrees to provide or make available to the

Authority the requested information in either electronic or in hard copy format at a location within the City of San Diego, within ten (10) business days of the Authority's request. Permittee shall cooperate with such inspection and/or audit, which shall be conducted using procedures that provide reasonable assurance that the Monthly Reports described in Section 3.3 of this Permit are complete and accurate. In the event an inspection or audit shows that Permittee is not complying with the requirements of the Permit, the Authority may require the Permittee to reimburse the Authority for the costs of such inspection and/or audit. Permittee shall promptly remedy any noncompliance found through the inspection and/or audit. Permittee's obligation to maintain such records and make them available to the Authority upon request shall continue for a period of not less than five (5) years from the expiration of the Permit or the last date of operations at the Airport, whichever is later; provided, however, in no event shall Permittee be required to maintain such records for a period longer than seven (7) years.

- 3.4.2 Reports. The Authority reserves the right to reasonably request reports and information necessary to assist the Authority in the enforcement of this Permit consistent with the requirements mandated by this Permit.
- 3.4.3 Other Data. Permittee shall maintain internal or third-party information system reviews, audits or specialized testing performed for three (3) calendar years, meaning the latest completed calendar year plus two additional years. Failure to provide complete and accurate reports within the stipulated time may be considered a material breach of the Permit and subject to any remedies in law or equity including the termination of the Permit at the sole discretion of the President/CEO. The specific reports and format required may be amended from time to time upon express approval of the Authority.
- 3.4.4 Underpayment of Fees. Should any examination, inspection and audit of Permittee's books and records by the Authority disclose an underpayment by Permittee of the consideration due, Permittee shall promptly pay the underpayment amount to the Authority. If such underpayment exceeds five percent (5%) of the consideration due, Permittee shall reimburse the Authority for all costs incurred in the conduct of such examination, inspection, and audit.
- 3.4.5 Disclosure of Records. Permittee recognizes that books and records regarding its operations under this Permit may be subject to disclosure under the California Public Records Act (Cal Govt. Code §§ 6250 *et seq.*) ("CPRA") or other relevant law. The Authority understands that Permittee may contend that certain information ("Confidential Information") that Permittee submits to the Authority, including the Permitted TNC Driver identification information and the Permitted TNC Vehicle license plate information referred to in Section 3.3 is not subject to this disclosure because it is a trade secret or otherwise exempt from public disclosure. Permittee must identify, in writing, all of Permittee's Confidential Information that Permittee claims are exempt from disclosure. Such identification shall include, but not be limited to, physically marking any such items provided to the Authority with a "Confidential Information" marking.
- 3.4.6 CPRA Requests. Upon receipt of a CPRA request for records that include materials marked by Permittee as "Confidential Information," the Authority will make reasonable efforts to notify Permittee at least five (5) days prior to any disclosure so that Permittee has an opportunity to assert claims of exemption and to seek court intervention to prevent disclosure, if necessary. Where Permittee

asserts the records are exempt from disclosure and the Authority accepts Permittee's request not to disclose "Confidential Information" as exempt under the CPRA, Permittee agrees to indemnify and hold harmless the Authority and its Board, officers, officials, directors, employees, agents, and volunteers, from any claims, liability or damages, including a requestor's reasonable attorney's fees and court costs, against the Authority and to seek intervention to defend any actions brought against the Authority for its refusal to disclose such Confidential Information to any party based on Permittee's claim that the records are exempt from disclosure.

- 3.5 **No Guarantee of Business or Revenue.** By issuing this Permit, the 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 or revenue will occur.
- 3.6 **Curbside Experience Pilot.** In acknowledgment of the increase to the per-trip fee and related considerations, the Parties agree to collaborate on the implementation of pilot programs aimed at improving the rider and/or driver experience at the Airport.

ARTICLE 4 – FEES AND CHARGES.

- 4.1. **Trip Fees.** Permittee shall pay the designated Fees in **Exhibit B**. The President/CEO may change the Fees at any time.
- Trip Fees incurred during each month are due in full, and shall be paid to and received by the Authority within fifteen (15) calendar days of the close of each calendar month. The Trip Fees may be paid by ACH, wire or bank transfer, check, cash, or money order. The payment of the Trip Fees shall be accompanied by a full reporting of the Permittee's TNC Services (Section 3.3) at the Airport during the payment period. The report shall comply with the requirements set by the Authority.
- TNCs shall not charge TNC customers more than the allowed Trip Fee Rate, as an additional fee for Providing TNC Services at the Airport.
- 4.2 **Application Fee:** A non-refundable Application Fee of Two Hundred Dollars (\$210.00) and will be collected upon Permit signing. Application Fee will not be applied towards Trip fees or any other fees due to the Authority
- 4.3 **Greenhouse Gas Reduction** the Permittee shall provide the data requested in Section 3.3 Vehicle mileage and GGR reference data is found in (Exhibit G).
- 4.4 **Trip Fee Rates.** The TNC Trip Fee Rate can be found in (Exhibit B). The specific Trip Fee Rate Calculation methodology can be found in (Exhibit H).
- 4.5 **Payment of Fees.** Trip Fees shall be paid monthly after reconciliation, either via ACH, wire or bank transfer, check, cash, or money order and shall be subject to the late payment fees described below.

- 4.6 **Insufficient Funds.** In the event Permittee or any Permitted TNC 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 five (5) days of notification of the dishonored check and shall be made by cashier's check or money order for the full amount due.
- 4.7 **Delinquencies and Late Payment Fee.** The failure of Permittee to timely pay the Trip Fees or any other fees as specified herein is a breach for which Authority may terminate this Permit and/or take any other legal action it deems necessary. The failure of Authority to take action in the event of a delinquent payment or series of payments shall in no way waive the right of Authority to take such action at a subsequent time. Authority expects all fees to be paid on time and Permittee agrees to pay on time.

It is understood and agreed that in the event of late or delinquent payment of any fees due pursuant to this Permit, Authority will incur certain expenses, the amounts of which are difficult to ascertain. Therefore, in addition to owing the fees, Permittee shall pay a late payment fee as set forth below to compensate Authority for expenses and/or damages and loss resulting from late or delinquent payments by Permittee. The late payment fee for late or delinquent payment of the fees herein shall be ten percent (10%) per annum but not less than Twenty-Five Dollars (\$25) per late fee assessment.

ARTICLE 5 – VEHICLE REQUIREMENTS.

- 5.1 **Appearance.** Permitted TNC Vehicle shall conform to the vehicle requirements set forth in the Airport Rules and Regulations.
- 5.2 **Trade Dress.** Permittee shall provide the Authority with a photograph of Permittee's approved CPUC Trade Dress, along with a description of the designated Trade Dress location. (Note: the location must be approved by the Authority's Landside Business Development Director or his/her designee). While operating at the Airport and Providing TNC Services, every Permitted TNC Vehicle shall display the Trade Dress in the designated Trade Dress location as per the CPUC regulation. All Trade Dresses shall be removed completely from sight if the Permitted TNC Vehicle is not conducting TNC Services at the Airport.
- 5.3 **Permitted Vehicle Condition.** Permitted TNC Vehicles shall be maintained in good and safe mechanical condition and in full compliance with all applicable Airport Rules and Regulations. When operating pursuant to this Permit, all Permitted TNC Vehicles shall be clean and free of visible damage.
- 5.4 **Inspection.** The Authority, at its sole discretion, shall have the right to inspect from time to time Permitted TNC Vehicles for compliance with standards set forth in this Permit, Rules and Regulations, and the CPUC Decisions. Such inspections shall occur in an area designated by the Authority and shall not last more than fifteen (15) minutes. Permitted TNC Drivers shall secure annually all applicable inspections of all Permitted TNC Vehicles as required by the CPUC Decisions. In the event a Permitted TNC Vehicle does not pass an

applicable inspection, the vehicle shall not operate at the Airport until the substandard condition is corrected. The TNC Permitted Driver must provide proof or evidence of the vehicle's corrected condition to the Authority before resuming operations at the Airport.

ARTICLE 6 – GENERAL PROHIBITED ACTIVITIES.

6.1 The following activities by a Permitted TNC Driver are prohibited while Providing TNC Services at the Airport:

- a) Turning off or disabling the TNC App when a Permitted TNC Vehicle is on Airport property.
- b) Operation of a Permitted TNC Vehicle on Airport roadways by an unauthorized driver;
- c) Transporting a TNC passenger in an unauthorized vehicle;
- d) Picking up or dropping off passengers or their baggage at any terminal level or location other than the Designated Areas;
- e) Leaving a vehicle unattended;
- f) Failing to maintain Permitted TNC Vehicle interior and exterior in a clean condition;
- g) Littering on the Airport;
- h) Failing to provide information or providing false information to law enforcement or Authority personnel;
- i) Operating a Permitted TNC Vehicle without the Trade Dress;
- j) Soliciting passengers on Airport property;
- k) Recirculating on Airport roadways unless Providing TNC Services under Period 2;
- l) Using or possessing any alcoholic beverage or dangerous drugs or narcotic while on Airport roadways;
- m) Failing to operate a Permitted TNC Vehicle as required by the California Vehicle Code;
- n) Failing to comply with posted speed limits and traffic control signs;
- o) Using profane or vulgar language in the presence of any member of the public;
- p) Soliciting for or on behalf of any hotel, motel, club, nightclub or other business;
- q) Soliciting of any activity prohibited by the California Penal Code;
- r) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment as defined in the California Vehicle Code or as determined by California Bureau of Automotive Repair;
- s) Disconnecting any pollution control equipment;
- t) Double parking on Airport roadways;
- u) Operating a vehicle without CPUC certification or at any time during which TNC CPUC authority is suspended or revoked;
- v) Engaging in any criminal activity;
- w) Failure to remove TNC trade dress while not providing TNC services;
- x) Failure to properly dispose of debris and refuse in the appropriate receptacles; and
- y) Creating or causing the creation of a nuisance at the Airport, and feeding wildlife while on Airport property.

ARTICLE 7 – HOLD HARMLESS.

7.1 **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 the Authority, its Board, officers, directors, employees, agents and volunteers ("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 TNC Vehicle Providing TNC Services; (ii) any acts or omissions of Permittee or any driver of a Permitted TNC Vehicle, including a Permitted TNC Driver, Providing TNC Services; (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, relating to this Permit, whether or not discoverable by Permittee or Authority; (v) any alleged or actual breach of any federal, state or local law or regulation related to this Permit; 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 the 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 the 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 the Authority's written consent.

- 7.2 **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 the Authority.
- 7.3 **Waiver by Permittee.** As a material part of the consideration to be rendered by Permittee to the Authority under this Permit, Permittee waives any and all claims or causes of action against the Authority, its Board, officers, directors, employees, agents, and volunteers which Permittee may now or hereafter has 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 the Authority, its officers, directors, employees, agents, and volunteers.

In addition to the foregoing, except as shall arise out of the sole active negligence or willful misconduct of the Authority, its Board, officers, directors, employees, agents, and volunteers, Permittee specifically waives any and all claims or causes of action which it may now or hereafter have against the Authority, its officers, directors, employees, agents, and volunteers 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 the 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:

- 7.3.1 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
- 7.3.2 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 8 – TERMINATION AND SUSPENSION.

- 8.1 **Default and Termination.** If Permittee fails to perform or observe any of the terms, covenants or conditions in this Permit, the 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, the 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 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. Notwithstanding the foregoing, where the Permit (including "**Exhibit E**") expressly allows for immediate termination, no notice or cure period are required prior to termination of this Permit by the Authority.
- 8.2 **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. Notwithstanding the foregoing, where the Permit (including **Exhibit E**) expressly allows for immediate suspension, no notice or cure period are required prior to suspension of this Permit by the Authority.
- 8.3 **Termination Without Cause.** Notwithstanding the right of the 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.
- 8.4 **Refund of Permit Fee in the Event of Termination or Suspension.**
 - 8.4.1 **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 Trip Fees, or any other fees paid to the Authority.
 - 8.4.2 **Termination Without Cause.** In the event this Permit is terminated without cause, Permittee shall not be entitled to a refund of any Trip Fees or other fees paid to the

Authority.

- 8.5 **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 the 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.
- 8.6 **Survival of Authority's Rights.** The following rights of the Parties under this Permit shall survive any termination of this Permit including termination due to expiration of the Permit's term:
- 8.6.1 **Funds Due.** All funds due to the Authority and the Permittee as provided in the Permit.
- 8.6.2 **Hold Harmless and Indemnification.** The Authority's rights to be held harmless and to be indemnified by Permittee as provided in this Permit.
- 8.6.3 **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.
- 8.6.4 **Environmental Compliance.** The Authority's rights and Permittee's obligations arising pursuant to Article 12 of this Permit.
- 8.6.5 **Books and records.** The Authority's right to audit and inspect records as provided in Article 3, Section 3.4.1 of this Permit.
- 8.6.6 **Records.** Parties' rights and obligations pursuant to Article 3, Sections 3.4.5 and 3.4.6 of this Permit.
- 8.7 **Administrative Penalties:** In addition to the remedies provided in this Permit for breach by Permittee, any failure of Permittee or Permitted TNC Driver to adhere to the provisions of this Permit shall constitute a violation of this Permit or a violation of the Authority's Rules and Regulations. At the Authority's sole option, any Permittee or Permitted TNC Driver violating the provisions of this Permit described in **Exhibit F**, a copy of which is incorporated herein by reference, shall be subject to the administrative penalties as described therein. Said administrative penalties may be appealed by Permittee or Permitted TNC Driver in accordance with the procedures described in the Authority's Rules and Regulations, Section 7.6(B).

ARTICLE 9 – 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 the Authority and Permittee or between the Authority and any other entity or party, or cause the Authority to be responsible in any way for the debts or obligations of Permittee, or any other party or entity.

ARTICLE 10 – PUBLIC SAFETY INTERRUPTION. The 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 the Authority for damages or compensation should its activities be interrupted or suspended for any period.

ARTICLE 11 – 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 the 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 12 – NOTICES.

12.1 **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
 Landside Business Development
 P. O. Box 82776
 San Diego, California 92138-2776

 with a copy to: San Diego County Regional Airport Authority
 Director, Landside Business Development
 P. O. Box 82776
 San Diego, California 92138-2776

If to Permittee, to:

_____,
_____,
_____,
_____,

- 12.2 **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 13 – ENVIRONMENTAL COMPLIANCE - PROHIBITIONS AND RESTRICTIONS.

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

13.1.1 **“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.

13.1.2 **“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.

13.1.3 **“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.

13.1.4 **“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.

13.1.5 **“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.

13.1.6 **“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.

13.1.7 **“Solid Waste”** has the same meaning as in the Resource Conservation and Recovery Act and includes garbage, refuse, and other discarded materials from operations.

13.2 **Permittee’s Operations On the Airport.** In conducting operations on the Airport, Permittee shall abide and be bound by all of the following requirements:

13.2.1 Permittee shall comply with all Environmental Laws.

13.2.2 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. Offsite disposal of Regulated Materials and Pollutants must be conducted using appropriate disposal methods.

- 13.2.3 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.
- 13.2.4 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 ten (10) days of Authority's demand for payment.

- 13.2.5 Permittee shall cooperate with Authority, as reasonably requested 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 or from the Authority upon request, both of which contain provisions to reduce wildlife hazards at the Airport. Permittee agrees to adhere to the provisions pertaining to animals provided in the Rules & Regulations. Acting in a manner that attracts and encourage wildlife to congregate or providing food, water, or harborage for wildlife while on the Airport is expressly prohibited. Specifically, Permittee shall inform Permitted TNC Drivers that they are to not feed birds or other animals while on Airport property and shall manage all waste (trash) to prevent attraction of wildlife and pollution of the environment.
- 13.2.6 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.
- 13.2.7 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_Carbon-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.
- 13.2.8 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.
- 13.2.9 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.

13.2.10 No person shall discharge non-stormwater to the stormwater conveyance system unless such discharge is authorized by a separate NPDES Permit and approved by both the Authority and the applicable regulatory agency, or if the discharge is exempted or conditionally exempted by the Authority's NPDES permits.

13.2.11 Permittee shall inform Permitted TNC Drivers that they shall refrain from dumping any material or throwing garbage, rubbish, litter, recyclables, sewage, refuse, organic material, or foreign material of any kind upon any lot, tract of land, street, alley, lane, court, sidewalk, or place at any Authority facilities. Every person shall place recyclables and refuse/trash/waste materials in the proper container which has been designated for such use.

ARTICLE 14 – 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 in connection with Permittee's operation at the Airport. 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 15 – INSURANCE – GENERAL REQUIREMENTS.

- 15.1 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 herein. The specified insurance shall include and insure the Authority, its Board and all its officers, employees, and agents, their successors and assigns, as additional insureds via blanket endorsement 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 the Airport. All vehicles operated on the Airport by, on behalf of, or affiliated with the Permittee or any of its directors, officers, employees, contractors, drivers, representatives or agents, must be covered by such insurance policies.
- 15.2 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, operations, officers, contractors, assigns, or any person or entity acting for or on behalf of Permittee.
- 15.3 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.

- 15.4 The Authority shall have no liability for any premiums charged for such coverage(s). The inclusion of the 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.
- 15.5 At least ten (10) days prior to the expiration date of the all policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with the Authority. If such coverage is canceled, 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.
- 15.6 Permittee acknowledges and agrees that the following insurance coverages are mandatory for purposes of the Permit; data collected or regulatory decisions made during the term of the Permit may result in changes to the insurance coverages and amounts in future permits for TNC operations. Permittee shall procure and maintain during the term of this Permit, the following minimum insurance:
- 15.6.1 **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 blanket waiver of subrogation endorsement in favor of Authority.
- 15.6.2 Commercial Automobile and/or Excess Liability, Uninsured and Underinsured Motorist insurance coverage in the following amounts while a TNC vehicle is on Airport premises:
- (a) Period 1: Commercial Automobile and/or Excess Liability of not less than One Million Dollars (\$1,000,000 or more) per occurrence to cover any liability arising from a participating driver using a vehicle in connection with a TNC's App.
 - (b) Period 2: Commercial Automobile and/or Excess Liability insurance not less than One Million Dollars (\$1,000,000 or more) per occurrence to cover any liability arising from a participating driver using a vehicle in connection with a TNC's App.
 - (c) Period 3: Commercial Automobile and/or Excess Liability, Uninsured and Underinsured Motorist insurance not less than One Million Dollars (\$1,000,000 or more) per occurrence to cover any liability arising from a participating driver using a vehicle in connection with a TNC's App.
- 15.6.3 In all cases, the insurance coverage shall be available to cover claims regardless of whether a Permitted TNC Driver maintains insurance adequate to cover any portion of the claim.
- 15.6.4 Proof of Insurance Coverage. On or before the Commencement Date, Permittee shall provide to the Authority with copies of its certificate of insurance evidencing all specified coverage prior to Permittee performing under this Permit or occupying or servicing the Airport. The certificate of insurance 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 and shall bear an original signature of an authorized representative of said insurance carrier. Authority reserves the right to have submitted to it, upon request, all pertinent information about the broker and carrier providing such insurance.

15.6.5 Severability of Interests (Cross Liability): The specified policies shall provide coverage separately to each insured against whom a claim is made or suit is brought, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

15.7 Notice of Cancellation. All policies shall provide that the insurance company shall provide thirty (30) days prior written notice to the Authority of cancellation or non- renewal delivered to the Authority at the Authority's Notice Address. At a minimum, Permittee shall carry all policies and coverages required in the CPUC Decisions and any subsequent CPUC Rule or state or federal statute, or applicable local ordinance.

15.8 All insurance policies required herein shall have a minimum A.M. Best Company financial rating of B- minus VII and/or A.M. Best rating of not less than B+ VI. The use of Self-insurance is deemed to satisfy the requirements set forth in 15.6.1 provided a valid State of California "Certificate of Consent to Self-insure" is provided prior to the issuance of the TNC Permit.

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

16.2.1 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. 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.

16.2.2.4 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:

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

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

16.2.2.5 Incorporation of Provisions: The Contractor will include the provisions of paragraphs 16.2.2.1 through 16.2.2.6 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). 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).

16.2.3.3 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.

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

16.2.3.5 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).

16.2.3.6 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).

16.2.3.7 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).

16.2.3.8 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).

16.2.3.9 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.

ARTICLE 17 – MISCELLANEOUS PROVISIONS.

17.1 Interpretation.

- 17.1.1 **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.
- 17.1.2 **Fair Meaning.** The language of this Permit shall be construed according to its fair meaning, and not strictly for or against either Party.
- 17.1.3 **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.
- 17.1.4 **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.
- 17.1.5 **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.
- 17.1.6 **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. **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 TNC 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 the Authority shall have the right to rely upon the information provided in the Permit 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.
- 17.1.7 **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.

- 17.1.8 **Partial Invalidity.** If any term, covenant, condition, or provision of this Permit 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.
- 17.2 **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 Permit allows Permittee to offer accommodations or services to the public, such accommodations, or services shall be offered on fair and reasonable terms.
- 17.3 **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.
- 17.4 **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.
- 17.5 **Prohibition on Gifts.**
- 17.5.1 Permittee is familiar with the Authority's prohibition against the acceptance of any gift by an Authority officer or designated employee.
- 17.5.2 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.
- 17.5.3 The offer or giving of any gift prohibited by law shall constitute a material violation of this Permit by Permittee.

ARTICLE 18 - SECURITY DEPOSIT

- 18.1 **Security Deposit.** Permittee shall provide Authority a security deposit in the sum of _____ Dollars (\$_____) on or before the Commencement Date of the term of this Permit. The security deposit shall be held by Authority and used for the purpose of remedying any defaults by Permittee under this Permit, including, but not limited to; the payment of Trip Fees and other charges; repair of damages to Airport property; reimbursing Authority for costs incurred as a result of Permittee's failure to perform any of its obligations; and inability to renew any Letters of Credit required under this Permit, whether or not prior notice is given.
- 18.2 **Irrevocable Standby letter of Credit.** Except as provided below, the security deposit shall be in the form of an Irrevocable Standby Letter of Credit drawn, having a Moody's Investor Services Standard & Poors, or Fitch Ratings Long Term Letter of Credit rating of single A2/A/A or higher. The principal sum shall be made payable to Authority. The Letter of Credit shall be valid for the period commencing on the Commencement Date of this Permit and ending on the date which is three (3) months after the expiration of this Permit ("Letter of Credit Period").

18.3 **Term.** If the stated term of a Letter of Credit is not valid for the entire Letter of Credit Period, then such Letter of Credit shall be extended or renewed at least ninety (90) days prior to its expiration. If Permittee fails to replace a Letter of Credit in a timely manner as required by this Article, Authority shall be entitled thereupon without further notice to Lessee to draw upon the full amount of the expiring Letter of Credit, and the cash proceeds therefrom shall be treated for all purposes of this Permit as the security deposit. All or any portion of the principal sum of the Letter of Credit shall be available unconditionally to Authority for the purposes and uses hereinabove provided. Authority shall have the right, and Permittee shall take all actions necessary to enable Authority, to draw upon the full amount of any and all outstanding Letter(s) of Credit. The bank, and the form and provisions of the Letter of Credit shall be acceptable to the President/CEO of Authority, and if not so acceptable, may be rejected. Exhibit J attached hereto and by this reference incorporated herein contains the required form of the Letter of Credit. The Letter of Credit and Drawing Certificate shall not be acceptable if it requires Authority to send written notice of default or request or demand payment from Permittee after default, prior to Authority drawing on any funds under the Letter of Credit.

Notwithstanding the above, if said security deposit or the cumulative total amount of security deposits required by Authority under this Permit and other leases, permits and agreements between Authority and Permittee does not exceed Twenty-Five Thousand Dollars (\$25,000), Permittee may elect to provide said security deposit in the form of cash.

The amount of the security deposit may be adjusted from time to time at the discretion of the President/CEO of Authority. Without limiting the rights or remedies to which the Authority may be entitled at law or in equity, or as otherwise provided by the permit, if Permittee is late in paying Trip Fees or other charges, the Authority may increase the amount of the security deposit to an amount deemed necessary by the Authority in its sole discretion. In the event the amount of the security deposit is increased, Permittee shall submit the additional security deposit within thirty (30) days of being notified in writing of the increase.

Permittee shall maintain the required security deposit continuously throughout the agreement. Failure to do so shall be deemed a default and shall be grounds for immediate termination of this Permit.

The security deposit or the remaining portion thereof, shall be rebated, released, assigned, surrendered, or endorsed to Permittee, as applicable, within ninety (90) days after the termination of this Permit or the Authority's closeout of Permittee's account, whichever is later.

Authority may apply all or part of the security deposit to unpaid fees or any other unpaid sum due under this Permit to cure other defaults of Permittee. If Authority uses any part of the security deposit, Permittee shall restore the security deposit to its then-currently required amount within thirty (30) days after the receipt of Authority's written request to do so. The retention or application of such security deposit by Authority pursuant to this Section does not constitute a limitation on or waiver of Authority's right to seek further remedy under law or equity.

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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.

Print Name / Title

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: _____

APPROVED AS TO FORM

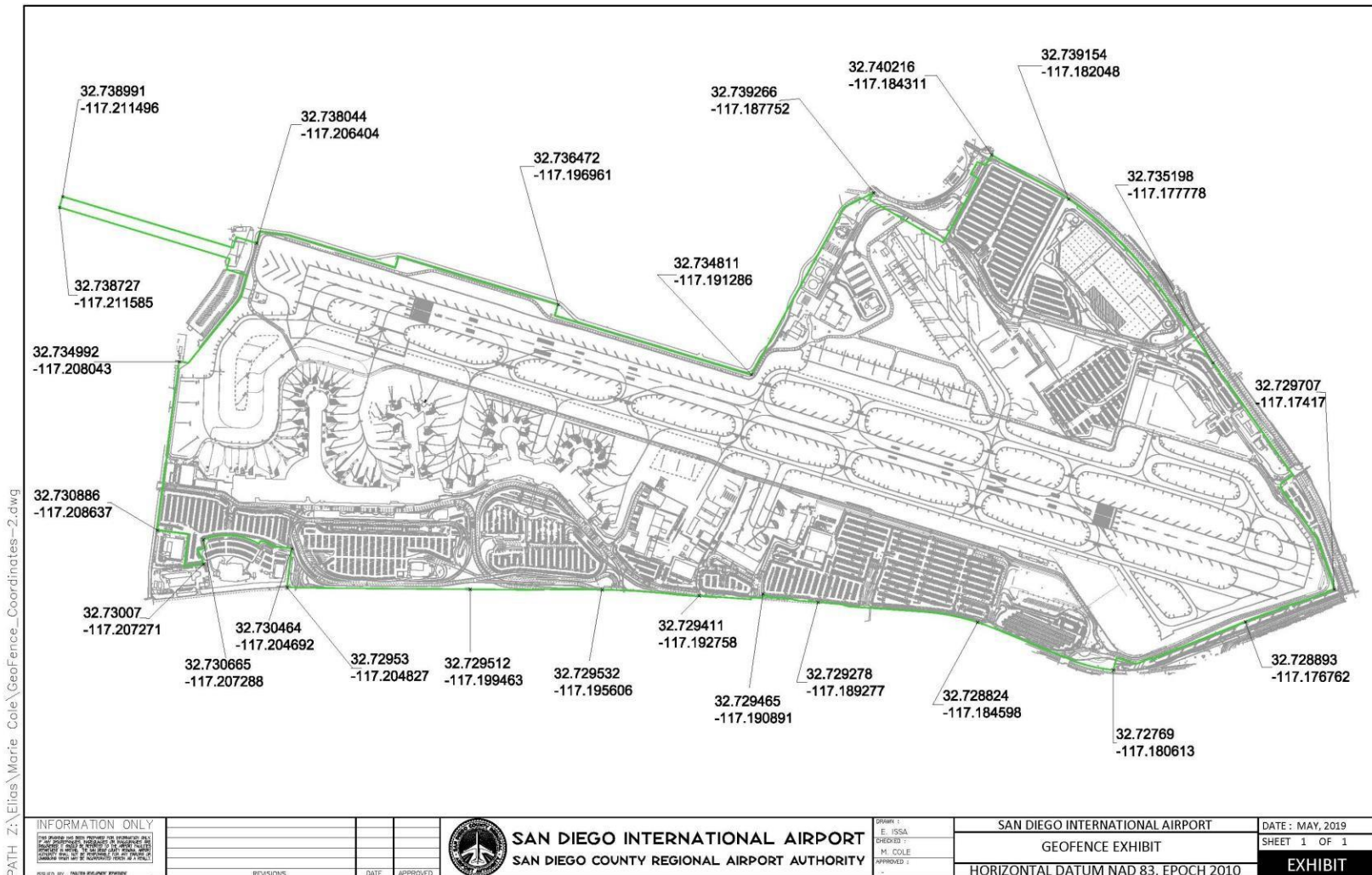
General Counsel

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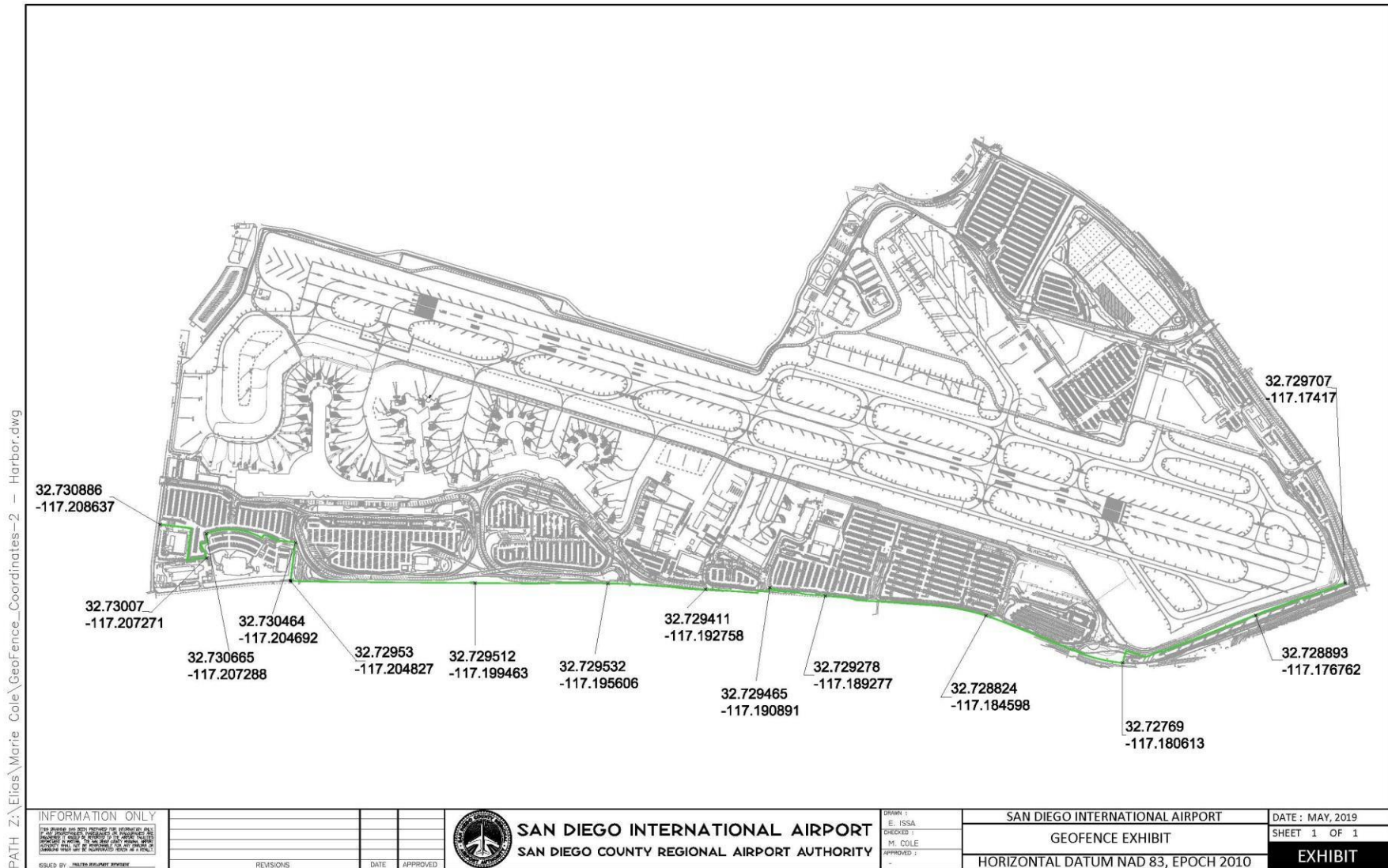
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APPLICATION FOR A NON-EXCLUSIVE PERMIT AND AGREEMENT TO USE AIRPORT PROPERTY TO CONDUCT TNC SERVICES AT SAN DIEGO INTERNATIONAL AIRPORT

EXHIBIT A – AIRPORT GEO-FENCE



APPLICATION FOR A NON-EXCLUSIVE PERMIT AND AGREEMENT TO USE AIRPORT PROPERTY CONDUCT PROVIDE TNC SERVICES AT SAN DIEGO INTERNATIONAL AIRPORT EXHIBIT A – AIRPORT GEO-FENCE



APPLICATION FOR A NON-EXCLUSIVE PERMIT AND AGREEMENT TO USE AIRPORT PROPERTY TO CONDUCT TNC SERVICES AT SAN DIEGO INTERNATIONAL AIRPORT

EXHIBIT B TNC TRIP FEE RATES & CO₂ Credit & CO₂ Fee

For the period of 7/1/2025 to 06/30/2026:

CO ₂ (g/mile)	Trip Fee Rate per Outbound Vehicle (Pick Up Fee)	CO ₂ Break Point for Credit or Fee
If 66 MPG, Goal Met	<u>Allowed Trip Fee of \$4.50 per vehicle</u>	<u>N/A</u>
If ≥ 67 MPG, Goal Exceed	<u>Allowed Trip Fee of \$4.50 per vehicle and CO₂ Credit</u>	<u>132 g/mile</u>
If ≤ 65 MPG, Goal Not Met	<u>Allowed Trip Fee of \$4.50 per vehicle and CO₂ Fee</u>	<u>136 g/mile</u>

Trip Fee Rate per Inbound Vehicle (Drop Off Fee)
<u>Allowed Trip Fee of \$4.50 per vehicle</u>

CO₂ Credit Calculation:

Can only be earned at the point the next target level is achieved, 132 CO₂ g/mile.

Can only be earned and applied to CO₂ Fees incurred.

CO₂ credits earned in prior agreements can carry over and can be used in this agreement. Has no independent monetary value

CO₂ Credit = (Proportion) (Monthly Trip Fee)

Where:

Proportion = ((132 CO₂ g/mile) / ((TNC's CO₂ g/mile calculated per Exhibit H)) -1

Monthly Trip Fee = (Monthly Pick Up Trips) (Allowed Trip Fee of \$4.50 per Exhibit B)

CO₂ Fee Calculation:

In cases that CO₂ target is not met:

Calculation of CO₂ Fee= (Proportion) (Monthly Trip Fee)

Where:

Proportion = ((136 CO₂ g/mile) / (TNC's CO₂ g/mile calculated per Exhibit H)) -1

Monthly Trip Fee = (Monthly Pick Up Trips) (Allowed Trip Fee of \$4.50 per Exhibit B)

TNC TRIP FEE RATES & CO₂ Credit & CO₂ Fee

For the period of 07/01/2026 – 06/30/2027:

CO ₂ (g/mile)	Trip Fee Rate per Outbound Vehicle (Pick Up Fee)	CO ₂ Break Point for Credit or Fee
If 66 MPG, Goal Met	<u>Allowed Trip Fee of \$5.00 per vehicle</u>	<u>N/A</u>
If ≥ 67 MPG, Goal Exceed	<u>Allowed Trip Fee of \$5.00 per vehicle and CO₂ Credit</u>	<u>132 g/mile</u>
If ≤ 65 MPG, Goal Not Met	<u>Allowed Trip Fee of \$5.00 per vehicle and CO₂ Fee</u>	<u>136 g/mile</u>

Trip Fee Rate per Inbound Vehicle (Drop Off Fee)
<u>Allowed Trip Fee of \$5.00 per vehicle</u>

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Where:

Proportion = ((136 CO₂ g/mile) / (TNC's CO₂ g/mile calculated per Exhibit H)) -1

Monthly Trip Fee = (Monthly Pick Up Trips) (Allowed Trip Fee of \$5.00 per Exhibit B)

TNC TRIP FEE RATES & CO₂ Credit & CO₂ Fee

For the period of 07/01/2027 – 03/31/2028:

CO ₂ (g/mile)	Trip Fee Rate per Outbound Vehicle (Pick Up Fee)	CO ₂ Break Point for Credit or Fee
If 66 MPG, Goal Met	<u>Allowed Trip Fee of \$5.25 per vehicle</u>	<u>N/A</u>
If ≥67 MPG, Goal Exceeded	<u>Allowed Trip Fee of \$5.25 per vehicle and CO₂ Credit</u>	<u>132 g/mile</u>
If ≤65 MPG, Goal Not Met	<u>Allowed Trip Fee of \$5.25 per vehicle and CO₂ Fee</u>	<u>136 g/mile</u>

Trip Fee Rate per Inbound Vehicle (Drop Off Fee)
<u>Allowed Trip Fee of \$5.25 per vehicle</u>

CO₂ Credit Calculation:

Can only be earned at the point the next target level is achieved, 132 CO₂ g/mile.

Can only be earned and applied to CO₂ Fees incurred.

CO₂ credits earned in prior agreements can carry over and can be used in this agreement. Has no independent monetary value

CO₂ Credit = (Proportion) (Monthly Trip Fee)

Where:

Proportion = ((132 CO₂ g/mile) / ((TNC's CO₂ g/mile calculated per Exhibit H)) -1

Monthly Trip Fee = (Monthly Pick Up Trips) (Allowed Trip Fee of \$5.25 per Exhibit B)

CO₂ Fee Calculation:

In cases that CO₂ target is not met:

Calculation of CO₂ Fee= (Proportion) (Monthly Trip Fee)

Where:

Proportion = ((136 CO₂ g/mile) / (TNC's CO₂ g/mile calculated per Exhibit H)) -1

Monthly Trip Fee = (Monthly Pick Up Trips) (Allowed Trip Fee of \$5.25 per Exhibit B)

**APPLICATION FOR A NON-EXCLUSIVE PERMIT AND
AGREEMENT TO USE AIRPORT PROPERTY TO CONDUCT TNC
SERVICES AT SAN DIEGO INTERNATIONAL AIRPORT**

EXHIBIT C

**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 Reference

Authority Department: Landside Business Development _____

Contact Name/Telephone: _____

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.)

Non-Exclusive Permit - TCN _____

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

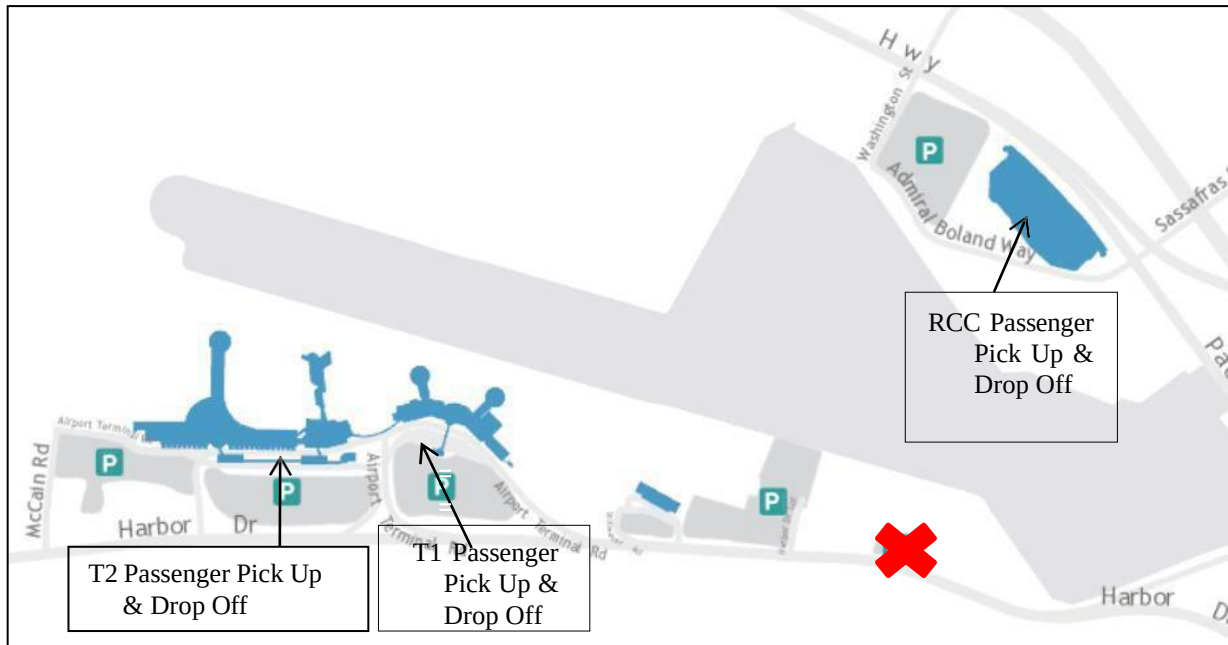
Title

Date

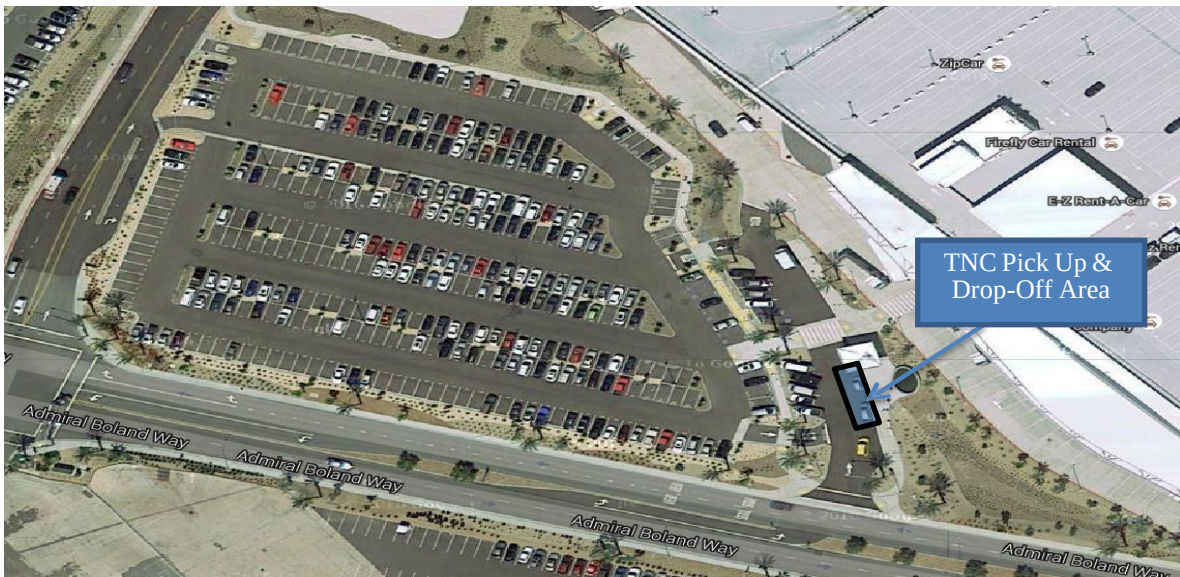
APPLICATION FOR A NON-EXCLUSIVE PERMIT AND AGREEMENT TO USE AIRPORT PROPERTY TO CONDUCT TNC SERVICES AT SAN DIEGO INTERNATIONAL AIRPORT

EXHIBIT D TNC PASSENGER AREAS

All TNC passenger pick up and drop off areas are subject to change at the sole discretion of the Authority. In addition to the areas identified below, TNCs may drop off at terminal curbsides.



Rental Car Center (RCC)



**This area is subject to change at the sole discretion of the Authority.*

**APPLICATION FOR A NON-EXCLUSIVE PERMIT AND
AGREEMENT TO USE AIRPORT PROPERTY TO CONDUCT
TNC SERVICES AT SAN DIEGO INTERNATIONAL AIRPORT**

EXHIBIT E
DESIGNATED STAGING AREA

Southside TNC Hold Lot



SS TNC Lot Coordinates:

Top Section – Blue (Lat, Long)	Bottom Section – Yellow (Lat, Long)
32.730004, -117.182590	32.729055, -117.183889
32.729953, -117.182389	32.729212, -117.183835
32.729612, -117.182095	32.729220, -117.183626
32.729080, -117.182193	32.729060, -117.182971
32.729217, -117.182858	32.729106, -117.182533
	32.728966, -117.182046
	32.728624, -117.182204

Northside TNC Hold Lot



NS TNC Lot Coordinates:

Latitude, Longitude Pairs
32.735932, -117.182034
32.735743, -117.181287
32.734583, -117.181691
32.734677, -117.182280
32.734849, -117.182417

**This area is subject to change at the sole discretion of the Authority.*

APPLICATION FOR A NON-EXCLUSIVE PERMIT AND AGREEMENT TO USE AIRPORT PROPERTY TO CONDUCT TNC SERVICES AT SAN DIEGO INTERNATIONAL AIRPORT

EXHIBIT F TNC PROGRAM VIOLATIONS AND PENALTIES

In addition to any remedies provided in the Permit for breach, any failure of Permittee or Permitted TNC Driver to adhere to the provisions described below shall constitute a violation of this Permit and/or the Authority's Rules and Regulations. At the Authority's sole option, any Permittee or Permitted TNC Driver violating the provisions described below shall be subject to the administrative penalties or fines described below and may be appealed by Permittee or Permitted TNC Driver in accordance with the procedures described in the Authority's Rules and Regulations, Section 7.6(B).

The Permittee shall inform its Permitted TNC Drivers of the requirement to operate in compliance with the requirements of the TNC permit. Failure of Permitted TNC Driver to comply may result in a fine, suspension or revocation of the Permitted TNC driver's airport operating privileges. Upon notification by the Airport a decision to suspend or revoke the Permitted TNC driver's privileges. Permittee shall ensure that the suspended or revoked Permitted TNC Driver not be able to serve the Airport during their period of suspension/revocation. TNC Companies shall promptly affect this prohibition of a driver's ability to operate at the Airport through its application technology, such as blocking out Airport property as a location available for pick-up and drop-off, or taking other steps as necessary to inform its drivers and customers of the prohibition. If requested, Permittee will demonstrate to Airport that suspended/revoked drivers' access to the airport via the Mobile App has been suspended/revoked

Permittee shall take the necessary actions to facilitate the Authority's specified administrative penalties for any and all individual Permitted TNC Drivers violating the provisions described below. The Authority will notify Permittee in writing of all violation notices that it issues for Permitted TNC Drivers by submitting the name of the driver (if known), vehicle make and model, license plate number, the nature, time and date of the violation, and a brief statement of the facts supporting the allegation of the violation. Permittee agrees that, upon such notice, Permittee will take the necessary actions with respect to the individual Permitted TNC Driver as specified below:

Violation	Reference Permit Application Section	Penalties (Term of Permit)
Failure to provide complete Monthly Report	3.3	First Violation: Written warning. Failure to provide complete Monthly Report within 5 days of first written warning shall constitute a subsequent violation. Subsequent Violation: 2nd Violation- \$500; 3rd Violation- \$1000; 4th and subsequent violations- \$2000. Failure to provide complete Monthly Report within 5 days of any subsequent violation shall result in suspension of Permit until complete Monthly Report is provided by Permittee to the satisfaction of the Authority.

Violation	Reference Permit Application Section	Penalties (cumulative over six (6) month periods throughout duration of the Program Permit)
Permitting a Permitted TNC Vehicle to provide TNC Services on Airport Property greater than 10 years old	Article 5.5	First Violation: Written warning. Subsequent Violation: 2 nd Violation- \$500; 3 rd Violation- \$1000; 4 th and subsequent violations- \$2000.
Failure to maintain and provide to Authority required insurance certificates	Article 15	All Violations: Immediate Permit suspension until remedied to the satisfaction of Authority.
Failure to accurately report a TNC Trip	4.1.2	All Violations: 1st Violation- \$500; 2nd Violation- \$1000; 3rd and subsequent violations- \$2000.
Engaging in General Prohibited Activities	Article 6	First violation: - Written Warning; Second Violation: 1 week ban from Airport trips ; Third and any Subsequent Violation: 1 month ban from Airport trips.
Failure to pick up an Airport Passenger in Designated Pickup Areas	3.2.20	First violation: - Written Warning; Second Violation: 1 week ban from Airport trips ; Third and any Subsequent Violation: 1 month ban from Airport trips.
Environmental Non-compliance	Article 13	All Violations: At the sole discretion of Authority: (1) \$2000 per incident; or (2) Immediate Permit suspension until remedied to the satisfaction of Authority.

Violation	Reference Permit Application Section	Penalties (cumulative over six (6) month periods throughout duration of the Program Permit)
Permitted TNC Driver- Failure to comply with the Terms and Conditions of this Permit	Article 3	First violation: - Written Warning; Second Violation: 1 week ban from Airport trips ; Third and any Subsequent Violation: 1 month ban from Airport trips.
Liquidated Damages. Permittee understands that failure to comply with the terms of this Permit, requirements of the CPUC Decisions, Rules and Regulations, or other Authority requirement will result in certain harm to the Authority, including but not limited to revenues loss, administrative, operational, and/or maintenance expenses, standing with the traveling public as a world-class airport facility, and/or the efficient, safe operation of the Airport that is difficult to estimate. Permittee agrees to pay to the Authority Liquidated Damages in the amount of One Hundred Dollars (\$100) for each occurrence, not as a penalty, but as a reasonable amount related to the expenses and harm suffered by the Authority. This is related to Permittee's actions, such as failure to deactivate a TNC Driver, not the Permittee's TNC Driver's driver actions. The Liquidated Damages described shall apply only to the actions directly attributed to the Permittee.		\$100.00 per occurrence

**APPLICATION FOR A NON-EXCLUSIVE PERMIT AND
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**Exhibit G
EPA GREENHOUSE GAS RATING***

Updated EPA Schedule 07/01/2025 – 06/30/2028

Greenhouse Gas Rating

MY 2025

Rating	MPG (gas)	CO ₂ (g/mile)
10	≥121	0-74
9	66-120	75-136
8	45-65	137-200
7	34-44	201-265
6	28-33	266-323
5	22-27	324-413
4	18-21	414-508
3	16-17	509-573
2	14-15	574-658
1	≤13	≥659

*Based on EPA's latest Greenhouse Gas Rating Scale (<https://www.epa.gov/greenvehicles/greenhouse-gas-rating>)

APPLICATION FOR A NON-EXCLUSIVE PERMIT AND AGREEMENT TO USE AIRPORT PROPERTY TO CONDUCT TNC SERVICES AT SAN DIEGO INTERNATIONAL AIRPORT

Exhibit H Greenhouse Gas Rating & Trip Fee Rate Calculations

The Airport and TNC agree to partner on an exploratory and learning effort, so that we can continue to jointly refine the TNC permit's Greenhouse Gas Rating & Trip Fee Rate Calculation based on our learnings - with the goal of continuing to improve how we measure and reduce carbon emissions from TNC operations relating to Airport passengers.

Greenhouse Gas Rating Calculation:

The grams of CO₂ emissions per mile measure the performance of transportation operations at San Diego International Airport. It is based on the CO₂ emissions generated from a trip. This metric is used in calculation of trip fee to incentivize TNCs to implement operating procedures to reduce greenhouse gas emissions. Transportation procedures that use vehicles with higher MPG or MPGe performance, use of Alternative Fuels, Pooling, and use of Matching will result in a higher GGR. A higher GGR indicates lower CO₂ emissions generated per mile.

Calculation of CO₂ (g/mile) That Applies to Pick Up Rate:

Carbon Emissions per Gallon of Fuel / MPG(gas) = CO₂ g/mile

CO₂ (g/mile) = (Total CO₂) / (Total Parties Transported) / (Average Trip Miles)

Where:

Total CO₂ = (Total Gallons of Trip Fuel Consumed)*(Carbon Emissions per Gallon of Fuel)

Total Parties Transported = (Trips) + (Pooling Rides) + (Matched Rides)

Total Gallons of Trip Fuel Consumed = ((Trips) * (Average Trip Miles)) / (Average MPG)

Inputs:

Average Trip Miles = 13 Miles

Carbon Emissions per Gallon of Fuel = 8,887 Grams

Inputs from Exhibit I, Monthly Pick Up Activity Report:

Trips = Total count of item, a. Trip sequence number

Pooling Rides = (Total count of item, m. Multi-Party Outbound Ride)) * (Weighted at 0.40)

Matched Rides = (Total count of item, l. Matched Ride) * (Weighted at 0.40)

Average MPG = Total average of item, k. EPA Combine Vehicle MPG / MPGe

Monthly Trip Fee Calculation For Pick Up and Drop Off:

At the end of each month, the TNC must use the method to calculate the Trip Fees due to Authority based on the month's activity.

1. Using (Exhibit H), calculate the CO₂ (g/mile) using the month's activity.
2. Using (Exhibit B), match the CO₂ (g/mile) to get the Trip Fee Rate for pick up, and applicable CO₂ Credit or CO₂ Fee.
3. Multiply the Trip Fee Rate for pick up by the total number of outbound vehicle pick up trips to calculate the amount owed, plus any net of CO₂ Credits and CO₂ Fees as per Exhibit B. that is owed to Authority.
4. Using (Exhibit B), get the Trip Fee Rate for drop off.
5. Multiply the Trip Fee Rate for drop off by the total number of vehicle trips for drop offs to calculate the amount owed to Authority for drop off trip fees.

Collaborative Sustainability Incentive Framework

The Parties agree to collaborate during the Term of this Permit to replace the existing system of CO2 Credits and CO2 Fees, as described in Exhibit B, with a new partnership structure designed to implement commercially reasonable measures to accelerate the adoption of hybrid and electric vehicles and reduce CO2 and other greenhouse gas emissions. This partnership may include, but is not limited to, incentives to increase rider demand for sustainable transportation options through reduced per-trip fees for hybrid and electric vehicle trips, as well as additional initiatives to support drivers in transitioning to hybrid and electric vehicles.

APPLICATION FOR A NON-EXCLUSIVE PERMIT AND AGREEMENT TO USE AIRPORT PROPERTY TO CONDUCT TNC SERVICES AT SAN DIEGO INTERNATIONAL AIRPORT

Exhibit I, Reports, Monthly Pick Up Activity Report

Exhibit I, Monthly Pick Up Activity Report						Activity Summary for the Month of:							
TNC NAME						Count of a. Trip Sequence Number							
						Count of m. Multi-Party Outbound Trips							
						Count of l. Matched Rides							
CO2 Credits earned from previous period:						o. Average Miles Saved by Pooling per Multi-Party Ride							
CO2 Credits earned this period: Exhibit B						p. Average Outbound Trip in Miles							
CO2 Credits applied to this period:						Average of k. Combined Vehicle MPG / MPGe							
CO2 Credits ending this period:						Terminal 1 Pickups:							
						Terminal 2 Pickups:							
						Terminal 1 Pickups Matched:							
						Terminal 2 Pickups Matched:							
						Average CO2 Per Mile per Exhibit H.							
						GGR Rating per Exhibit G.							
						The sum of a., Count of Vehicle Pick Ups							
						Trip Fee Rate per Exhibit B							
						Trip Fees							
						CO2 Fee per Exhibit B							
						CO2 Credit per Exhibit B applied to this period							
						Amount Due to Authority							
a. Trip Sequence Number	b. Entry Pickup by Terminal (T1, T2, RCC, NA)	c. Entry Pickup Longitude and Latitude	d. Pickup Entry Time	e. Pickup Exit Time	f. Pickup Dwell Time	g. Vehicle License Plate (4 Digits)	h. Vehicle Year	i. Vehicle Make	j. Vehicle Model	k. EPA Combine Vehicle MPG / MPGe	l. Matched Ride	m. Multi-Party Outbound Trips	n. Number of Parties Outbound
1	T2	32.73112674 10253,- 117.2021554	0:05:29	0:25:10	0:19:41	214	2012	Toyota	Corolla	28	1	0	1
2	T2	32.73112542 21632,- 117.2020146	0:19:37	0:26:48	0:07:11	214	2017	Honda	Town and Country	28	1	0	1
3	T2	32.73112797 9071,- 117.2023164	22:57:01	0:27:41	0:30:00	60	2015	Honda	CLA-Class	28	0	0	1
4	T1	32.7311562,- 117.1983013	0:18:50	0:28:43	0:09:53	261	2014	Nissan	Accord	28	0	0	1
5	T2	32.7311874,- 117.2021966	0:21:13	0:29:45	0:08:32	778	2008	Toyota	Grand Caravan	28	0	0	1
6	T2	32.7312075,- 117.2023796	0:19:35	0:28:45	0:09:10	419	2016	Nissan	Corolla	28	0	0	1
7	T2	32.7311835,- 117.2024971	0:06:59	0:28:58	0:21:59	117	2016	Nissan	Civic	28	0	0	1
8	T2	32.7311866,- 117.2027062	0:20:48	0:27:50	0:07:02	709	2015	Honda	Sentra	28	0	1	3
9	RCC	32.73112791 57442,- 117.2023082	0:20:18	0:33:32	0:13:14	592	2017	Honda	Acadia	28	0	0	1
10	T2	32.7311883,-	0:19:36	0:28:55	0:09:19	597	2016	Toyota		Pending	0	0	1

Monthly Drop Off Activity Report

Exhibit I, Monthly Drop Off Activity Report							Activity Summary for the Month of:					
TNC NAME							Count of a. Trip Sequence Number					10
							Count of m. Multi-Party Inbound Trips					1
							Average of k. Combined Vehicle MPG / MPGe					30.8
							Terminal 1 Drop Offs:					1
							Terminal 2 Drop Offs:					8
							The sum of a., Count of Vehicle Drop Offs					10
							Trip Fee Rate per Exhibit B					\$ 4.50
							Amount Due to Authority					\$ 45.00
a. Trip Sequence Number	b. Drop Off by Terminal (T1, T2, RCC, NA)	c. Drop Off Longitude and Latitude	d. Drop Off Time	e. Drop Off Exit Time	f. Dwell Time on Airport Property	g. Vehicle License Plate (4 Digits)	h. Vehicle Year	i. Vehicle Make	j. Vehicle Model	k. EPA Combine Vehicle MPG / MPGe	m. Multi-Party Inbound Trips	n. Number of Parties In Inbound Trip
1	T2	32.73112674 10253, - 117.2021554	0:05:29	0:25:10		214	2012	Toyota	Corolla	32	0	1
2	T2	32.73112542 21632, - 117.2020146	0:19:37	0:26:48	0:07:11	214	2017	Honda	Town and Country	30	0	1
3	T2	32.73112797 9071, - 117.2023164	22:57:01	0:27:41	0:30:00	60	2015	Honda	CLA-Class	28	0	1
4	T1	32.7311562, - 117.1983013	0:18:50	0:28:43	0:09:53	261	2014	Nissan	Accord	26	0	1
5	T2	32.7311874, - 117.2021966	0:21:13	0:29:45	0:08:32	778	2008	Toyota	Grand Caravan	30	0	1
6	T2	32.7312075, - 117.2023796	0:19:35	0:28:45	0:09:10	419	2016	Nissan	Corolla	31	0	1
7	T2	32.7311835, - 117.2024971	0:06:59	0:28:58	0:21:59	117	2016	Nissan	Civic	34	0	1
8	T2	32.7311866, - 117.2027062	0:20:48	0:27:50	0:07:02	709	2015	Honda	Sentra	32	1	3
9	RCC	32.73112791 57442, - 117.2023082	0:20:18	0:33:32	0:13:14	592	2017	Honda	Acadia	34	0	1
10	T2	32.7311883, -	0:19:36	0:28:55	0:09:19	597	2016	Toyota		Pending	0	1

**APPLICATION FOR A NON-EXCLUSIVE PERMIT AND
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SERVICES AT SAN DIEGO INTERNATIONAL AIRPORT**

**Exhibit J
IRREVOCABLE STANDBY LETTER OF CREDIT**

Letter of Credit: No. ____ (1) ____
Dated: ____ (2) ____

BENEFICIARY:

San Diego County Regional Airport Authority
Attn: Business & Financial Management 2417 McCain
San Diego, CA 92101

At the request and for the account of ____ (3) ____ at
____ (4) ____, we, ____ (5) ____, hereby issue this irrevocable
standby Letter of Credit in your favor effective ____ (6) ____, 20__, for up to an aggregate
amount of ____ (7) ____ United States Dollars [US \$ ____ (7) ____ .00].

We warrant to you that all your drafts under this Letter of Credit will be duly honored upon
presentation of your draft(s) drawn on us and either: (a) presented to us at a San Diego
County branch, located at ____ (8) ____; or (b)
presented to us by facsimile to facsimile number ____ (10) ____ provided,
however that Beneficiary shall make good faith efforts to confirm, by telephone, Issuer's
receipt of such Fax Drawing by calling Issuer at telephone number (____) ____ . In the event of facsimile presentation, the delivery of original documents
to our offices is not required. Issuer will acknowledge Beneficiary's presentment by e-mail
address provided to Issuer in the Fax Drawing.

Our obligation under this Letter of Credit is the individual obligation of this bank. Our obligation
in no way is contingent upon reimbursement with respect thereto or upon our ability to perfect
any lien or security deposit.

All drafts must be marked "Drawn Under ____ (5) ____ Letter of Credit No. ____ (1) ____
dated ____ (2) ____ ." Partial and multiple drawings under this Letter of Credit are permitted.
We hereby agree that such drafts shall be duly honored on presentation and delivery of
documents as specified.

Funds under this Letter of Credit are available at our office located at
____ (8) ____, San Diego County, California, against your draft drawn at sight on
us accompanied by Beneficiary's signed and dated statement worded as follows:

"The undersigned officer of the San Diego County Regional Airport Authority, hereby certifies
that the amount of the accompanying draft drawn under Letter of Credit number
____ (1) ____ represents funds owed the San Diego County Regional Airport Authority by
____ (3) ____ as a result of operations by ____ (3) ____ at the San Diego

International Airport or other facilities under the control of the San Diego County Regional Airport Authority.”

All banking charges associated with this draw are for the account of and to be charged to the account of ____ (3) ____.

This Letter of Credit expires at our above office at the close of business on ____ (9) ____.

This Letter of Credit shall be automatically extended without amendment for additional period(s) of one (1) year from the present and each future expiration date unless, at least ninety (90) days before such expiration date, we have notified you in writing that we elect not to extend the Letter of Credit for such additional period. Such notice of our election not to extend this Letter of Credit shall be sent certified mail or personal courier service to you at the above address.

This Letter of Credit is subject to The International Standby Practices, International Chamber of Commerce Publication No. 590 (ISP-98). To the extent applicable provisions of ISP-98 are not in conflict, in which case applicable portions of ISP-98 shall prevail, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of California.

All amendments under this Letter of Credit are subject to the Beneficiary’s agreement, as per ISP-98, Article 2.06.c.

BANK OFFICER / REPRESENTATIVE

Legend - Use to complete the Letter of Credit form:

- (1) Insert the number of this letter of credit.
- (2) Insert the applicable date.
- (3) Insert the applicant’s name (i.e., tenant, lessee, or licensee)
- (4) Insert the applicant’s physical address.
- (5) Insert the name of the issuing bank.
- (6) Insert effective date of the letter of credit instrument.
- (7) Insert dollar value of letter of credit instrument
- (8) Insert address of issuing bank’s branch at which draft is to be presented.
- (9) Insert expiration date of this letter of credit.
- (10) Insert bank’s facsimile number
- (11) Insert bank’s landline number

Instructions: Please instruct your bank to have the form Letter of Credit issued in the above format in “DRAFT” form and fax to Attn: Business & Financial Management Department, at (619) 400-2576 for approval prior to issuance of the “ORIGINAL”. If you need further assistance, the Security Deposit Administrator can be reached at (619) 400-2832.

FORMAT AGREED TO AND ACCEPTED BY:
(Company Name Here)

By: _____
(Authorized Signature)