

**COMMERCIAL GROUND TRANSPORTATION
NON-EXCLUSIVE OPERATING PERMIT
AT SAN FRANCISCO INTERNATIONAL AIRPORT
(Limousine Operator)
PERMIT SUMMARY**

For the convenience of Permittee and City (as such terms are defined below), this Permit Summary summarizes certain terms of this Permit. This Permit Summary is not intended to be a complete description of this Permit.

Permit No.: _____

Commencement Date: _____

Permittee: _____
(dba) _____

TCP or PSC No. (if applicable): _____

Permittee's Notice Address:

Attn: _____

Tel. No.: _____

Email: _____

City: The City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission

City's Notice Address:

San Francisco International Airport
Attn: Ground Transportation Permitting and Compliance Unit
P.O. Box 8097
San Francisco, California 94128-8097
Tel. No. (650) 821-3600
Fax No. (650) 821-3606

Minimum Account Balance: Five Hundred Dollars (\$500) (subject to adjustment).

Designated Areas: Those pick-up and drop-off areas designated from time to time by the Director. As of the Commencement Date of this Permit, the Designated Areas are described on **Exhibit A**.

Permitted Use: Ground transportation services as described on **Exhibit B**.

Exhibits: Exhibit A – Designated Areas
Exhibit B – Permitted Use and Other Transportation Requirements
Exhibit C – Declaration of Compliance: Passengers with Disabilities

Initials of Authorized Representative of City: _____

Initials of Authorized Representative of Permittee: _____

**COMMERCIAL GROUND TRANSPORTATION
NON-EXCLUSIVE OPERATING PERMIT
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

THIS COMMERCIAL GROUND TRANSPORTATION NON-EXCLUSIVE OPERATING PERMIT (this “**Permit**”), dated as of the Commencement Date, is entered into by and between Permittee, and the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission (“**City**”), which, in turn, acts by and through its Airport Director or his or her designee (the “**Director**”). This Permit is made with reference to the following facts:

A. The City and County of San Francisco owns the San Francisco International Airport (the “**Airport**”) located in the County of San Mateo, State of California, which Airport is operated by and through the Airport Commission, the chief executive officer of which is the Director.

B. Permittee desires to provide ground transportation services at the Airport, and City has determined that such services are permissible subject to the terms and conditions of this Permit.

Accordingly, Permittee and City agree as follows:

1. PERMIT

1.1 Permittee’s Right to Use Designated Areas. City grants to Permittee a revocable, personal privilege to use, in common with others so authorized, the Designated Areas set forth on **Exhibit A** to provide those certain ground transportation services (the “**Permitted Use**”) described on **Exhibit B**. This Permit gives Permittee a license only. Nothing in this Permit shall be construed as granting or creating any franchise rights pursuant to any federal, state or local laws. Permittee’s right to use the Designated Areas shall be on a non-exclusive basis. This Permit is subject to, and Permittee must at all times comply with, the Airport Rules and Regulations, as may be amended from time to time by City (the “**Airport Rules**”).

1.2 Rights of Ingress and Egress. Permittee shall have the non-exclusive rights of ingress and egress across Airport property to conduct those operations permitted by this Permit provided that such ingress and egress activity: (a) shall not impede or interfere with the operation of the Airport by City or the use of the Airport by its tenants, other ground transportation operators, passengers, or employees; (b) shall comply with the Airport Rules; (c) shall be on roadways and other areas designated by the Director from time to time; and (d) may be suspended or revoked by the Director in the event of an emergency or a threat to the Airport.

1.3 Changes to Airport. Permittee acknowledges and agrees that: (a) City shall have the right at all times to change, alter, expand, and contract the Airport, including the terminals, roadways, and designated pick-up, drop-off and staging areas; and (b) City has made no representations, warranties, or covenants to Permittee regarding the design of, construction of, or traffic at the Airport. Without limiting the generality of the foregoing, Permittee acknowledges and agrees that the Airport is currently undergoing, and may from time to time hereafter undergo, renovation, construction, and other modifications, and may from time to time adopt rules and regulations relating to security and other operational concerns that may affect Permittee’s business.

1.4 “As-Is” Condition. Permittee accepts the Designated Areas and other Airport property in their present “as is” condition, without representation or warranty of any kind, and subject to all applicable Laws (defined in Section 6). City shall have no obligation to alter, renovate, provide utilities to, or otherwise change the Designated Areas.

2. COMMENCEMENT DATE; REVOCATION

2.1 Commencement Date. This Permit shall be effective, and the Commencement Date shall be deemed to occur, on the later of the date specified in the Permit Summary and the date on which all of

the following conditions precedent are satisfied, in the Director's sole discretion:

(a) City shall have received certificates evidencing that Permittee has obtained all insurance required by this Permit.

(b) City shall have received the Minimum Account Balance.

(c) Permittee shall have obtained an Airport identification decal and an automatic vehicle identification device (sometimes referred to as a "**transponder**") from City and have had such transponder attached by City to each vehicle Permittee intends to operate at the Airport under this Permit (each a "**Permittee Vehicle**") unless such transponder is not required by City.

(d) Permittee shall have filed with City a description of each Permittee Vehicle, which description shall include a Vehicle Identification Number, commercial license plate number, company / fleet identification (if applicable), vehicle type and passenger seating capacity, and Permittee shall have obtained the Director's approval of each such Permittee Vehicle. Permittee shall also have filed with City, and obtained the Director's approval of, Permittee's certificate, schedule, route map and any other document required by the California Public Utilities Commission (the "**CPUC**"), if applicable.

(e) Permittee shall have submitted to City such other materials required by Exhibit B.

(f) City shall have received an original, fully-executed Permit.

2.2 Suspension; Revocation; Termination; Renewal. This Permit shall continue in force until suspended, revoked or terminated as hereinafter provided.

(a) This Permit is revocable at any time in the sole and absolute discretion of the Director. Such revocation shall be accomplished by giving thirty (30) days' prior notice to Permittee. Notwithstanding the foregoing, the Director may also suspend or terminate this Permit upon the occurrence of an Event of Default (defined in Section 8) without such 30-day notice.

(b) Permittee may terminate this Permit by giving thirty (30) days' prior notice to City.

(c) Permittee shall comply with all requirements established by City for renewal of this Permit. In the event Permittee fails to renew this Permit as required by City, City may, at its discretion, immediately suspend or revoke this Permit and/or Permittee's rights hereunder upon notice to Permittee.

3. USE

3.1 Uses Permitted. Permittee shall only conduct operations in accordance with the Permitted Use and in the Designated Areas.

3.2 No Exclusivity. Permittee acknowledges and agrees that Permittee has no exclusive right to operate under this Permit and that City may arrange with others for similar activities at the Airport.

3.3 Transportation Requirements. Permittee shall comply with the following transportation requirements, as may be amended from time to time by the Director:

(a) Decals and Transponders. Permittee shall not operate any Permittee Vehicle without a valid Airport identification decal and functioning transponder attached by City to each Permittee Vehicle. If issued by the Airport, City shall provide to Permittee the first transponder for each Permittee Vehicle. In the event such transponder is damaged, stolen, or lost, Permittee shall replace the same at its own cost, as such cost is determined by the Director. The loss of any transponder issued by the Airport must be reported to City within twenty-four (24) hours of its occurrence. All Airport decals and transponders issued by City must be promptly returned to City if a Permittee Vehicle is not being used to

provide service to and from the Airport, or upon revocation or termination of this Permit.

(b) Use of Designated Areas. Permittee shall only use the Designated Areas approved by the Director for passenger pick-ups and drop-offs. Only Permittee Vehicles bearing valid identification decals and transponders may access the Designated Areas. Use of Designated Areas shall be limited to the time required for the immediate loading and unloading of passengers.

(c) Vehicle Identification. Permittee shall file with City, on forms provided for that purpose, the Vehicle Identification Number, commercial license plate number, company / fleet identification (if applicable), vehicle type and passenger seating capacity for each Permittee Vehicle. Permittee must obtain the Director's consent to increase the number of Permittee Vehicles at the Airport.

(d) Vehicle Maintenance. Each Permittee Vehicle shall be clean inside and out, and free of exterior body damage, excessive interior wear and smoke odor, and mechanically safe and in excellent working order, and otherwise compliant with the California Vehicle Code. The Director may require, at the Director's discretion, that Permittee clean, repair or remove from service any noncompliant vehicle.

(e) Vehicle Markings. Each Permittee Vehicle shall display the CPUC's Transportation Charter Party and/or Passenger Stage Corporation number, if applicable.

(f) Driver Identification Card. All of Permittee's drivers, whether employees or independent contractors (each a "**Permittee Driver**") must wear a visible identification card issued by Permittee that includes Permittee's Transportation Charter Party and/or Passenger Stage Corporation number (if applicable), and the name and color photograph of the Permittee Driver. The Director reserves the right to approve the form and content of any agreement to be used between Permittee and its independent contractors. Permittee agrees that it will accept full responsibility for its Permittee Drivers, irrespective of their status as employees, independent contractors or otherwise.

(g) Vehicle Inspections. All Permittee Vehicles shall comply with the vehicle inspection requirements set forth in the Airport Rules and other applicable law, including CPUC inspection requirements. Each Permittee Vehicle may be required to undergo an unannounced vehicle inspection at any time. Should any Permittee Vehicle fail to pass such inspection, Permittee shall immediately remove such noncompliant vehicle from service until the deficiency is corrected and the vehicle passes inspection.

(h) Staging Area. No Permittee Vehicle may stage, wait or park on Airport property, except at staging areas designated by the Director ("**Staging Area**"). The Staging Area, if designated, is set forth on Exhibit B. The Director reserves the right to charge a fee for use of the Staging Area.

(i) Other Transportation Requirements. Permittee shall comply with all other transportation requirements set forth on Exhibit B.

3.4 General Prohibited Activities. Permittee shall not: (a) cause or permit anything to be done in or about the Designated Areas or other Airport property, or bring or keep anything thereon, which might create a nuisance or otherwise obstruct or interfere with the rights of others; (b) use, or allow the Designated Areas or other Airport property to be used, for any improper, immoral, unlawful or objectionable purpose; or (c) do, or cause anything to be done, which may injure the reputation of City or appearance of the Airport.

3.5 Other Prohibited Activities. Without limiting the generality of Section 3.4 above, the following activities are prohibited: (a) Picking up or discharging passengers or their baggage at any terminal location other than the Designated Areas; (b) Leaving a vehicle unattended, except in designated Staging Areas; (c) Failing to give, upon a passenger's request, a receipt showing the amount of fare paid, the driver's correct name, the name of Permittee and the vehicle number; (d) Failing to maintain the interior and exterior of a Permittee Vehicle in a clean condition; (e) Littering on Airport property; (f) Failing to provide

information or providing false information to law enforcement or Airport personnel; (g) Switching or altering of staging trip tickets or any other tickets issued by the Airport; (h) Displaying to law enforcement or Airport personnel a waybill in an altered or fictitious form; (i) Driving a vehicle that does not bear a valid identification decal or transponder issued by the Airport or damaging, removing, detaching, breaking, tampering with or otherwise attempting to disable a transponder; (j) Soliciting passengers on Airport property or otherwise engaging in any conduct intended to or apparently intended to persuade a passenger to alter his or her previously chosen mode of ground transportation; (k) Re-circulating on Airport roadways; (l) Using or possessing any alcoholic beverage or illegal narcotic on Airport property; (m) Failing to operate a vehicle in a manner required by the California Vehicle Code; (n) Failing to comply with posted speed limits or traffic control signs; (o) Using profane or vulgar language in the presence of any member of the public; (p) Attempting to solicit payment in excess of that authorized by contract or law; (q) Soliciting for or on behalf of any hotel, motel, club, nightclub or other business; (r) Failing to maintain a neat personal appearance or wear any Airport-required uniform while on duty; (s) 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 the California Bureau of Automotive Repair; (t) Disconnecting any pollution control equipment, or converting a vehicle's fueling system to allow use of a different fuel unless approved by the Director; (u) Double parking on Airport roadways; (v) Operating a vehicle without proper CPUC certification; (w) Engaging in any criminal activity; (x) Bypassing a holding lot or ticket collection area required by City; and (y) Taking a route other than a route designated by the Director.

3.6 No Advertising or Promotions. Permittee shall not conduct any advertising or promotional activities on Airport property. Without limiting the generality of the foregoing, Permittee shall not (a) post room rates or transportation fares on the exterior of any Permittee Vehicle, or (b) advertise cigarette or tobacco products. Permittee may, with the Director's consent, display a destination sign and company name and/or logo on its Permittee Vehicles. Excluded from this Section is any paid advertising that Permittee arranges through the Airport's advertising vendor.

3.7 Audit of Operations. At any time, City may conduct an audit of Permittee's operations at the Airport to confirm that such operations comply with the requirements of this Permit. Permittee shall cooperate with such audit. In the event such audit shows that Permittee is not complying with this Permit, without limiting City's ability to call a default hereunder, City may require that Permittee reimburse City for the costs of such audit. Permittee shall promptly remedy any noncompliance shown in any such audit.

3.8 Representative of Permittee. Permittee shall provide City with the name, address, telephone number and email address for at least one qualified representative authorized to represent and act for Permittee in matters pertaining to its operations under this Permit.

4. FEES AND OTHER CHARGES

4.1 Defined Terms. The following capitalized terms shall have the following meanings:

- (a) **"Trip"** has the meaning ascribed to it in Exhibit B.
- (b) **"Trip Fee"** means the current fee per Trip established by the Airport Commission, which amount may be amended from time to time.
- (c) **"Monthly Trip Fee"** means the product of: (i) the number of Trips conducted by Permittee in one calendar month and (ii) the Trip Fee then in effect.
- (d) **"Fees"** means collectively the Trip Fee and any and all other fees, charges or fines charged under this Permit.

4.2 Payment Requirements.

- (a) Permittee shall pay to City a Trip Fee for each Trip made by a Permittee Vehicle.

The Trip Fee will be deducted by City on a per Trip basis from an account established by Permittee with City.

(b) Permittee shall at all times maintain the Minimum Account Balance required by the Director (and as may be increased from time to time in the Director's sole discretion) and comply with all other terms and conditions required of Permittee for establishing and maintaining such account. City shall not be required to keep the Minimum Account Balance separate from its general accounts. No trust relationship is created herein between City and Permittee with respect to the Minimum Account Balance. If Permittee fails to pay any Fees or otherwise defaults with respect to any provision of this Permit, City may use, apply or retain all or any portion of the Minimum Account Balance for the payment of any Fees or for the payment of any other sum to which City may become obligated by reason of Permittee's default or to compensate City for any loss or damage which City may suffer thereby. If Permittee performs all of Permittee's obligations hereunder, the Minimum Account Balance, or so much thereof as has not theretofore been applied by City, shall be returned, without payment of interest or other increment for its use, to Permittee (or, at the Director's option, to the last assignee, if any, of Permittee's interest hereunder) upon the revocation or termination of this Permit.

(c) For any reason whatsoever or for no reason at all City may elect to invoice Permittee for Permittee's Monthly Trip Fee or such other Fees charged by City, in which case Permittee shall pay such invoiced amounts to City within thirty (30) days of the date of such invoice. Fees shall be paid at the office of the Director, or at such other place as City may designate in writing. Fees shall be paid in lawful money of the United States, free from all claims, demands, setoffs, or counterclaims of any kind.

(d) Any Trip Fee owed under this Permit not paid when due shall be subject to a service charge equal to the lesser of the rate of one and one-half percent (1½%) per month, and the maximum rate permitted by law. Acceptance of any service charge shall not constitute a waiver by City of Permittee's default on the overdue amount or prevent City from exercising any other right or remedy available to City.

(e) In the event of a failure in the Airport's automated vehicle identification system, City shall calculate Permittee's Monthly Trip Fee based upon an actual number of Trips made during a reasonable period prior to such failure.

4.3 Prepayment of Fees. Notwithstanding anything to the contrary herein, in the event Permittee shall fail to pay any Fees when due hereunder, the Director shall have the right to require Permittee to pay estimated Fees in advance of the month during which the same shall accrue. Such prepayment shall be based on the highest amount of Fees previously paid in any one month. Such right shall be exercised by a notice from the Director to Permittee, which may be given any time after such default by Permittee, regardless of whether the default is cured by Permittee.

4.4 Books and Records.

(a) Permittee shall maintain for a period of four (4) years or, in the event of a claim by City, until such claim of City for payments hereunder shall have been fully ascertained, fixed and paid, separate and accurate daily records showing in detail all business done or transacted in, on, about, from or pertaining to Permittee's operations at the Airport in accordance with generally accepted accounting principles, and Permittee shall enter all receipts arising from such business in regular books of account, and all entries in any such records or books shall be made at or about the time the transactions respectively occur. In addition, Permittee shall maintain monthly and annual reports of gross revenues and trip activity derived from its operation under this Permit, using a form and method as is determined by the Director. Such forms and methods shall be employed by Permittee throughout the term of this Permit. Such books and records shall be maintained at Permittee's principal place of business unless otherwise permitted by the Director in writing. Upon the Director's written request, Permittee shall make available immediately at the Airport any and all books, records and accounts pertaining to its operations under this Permit. The intent and purpose of the provisions of this Section are that Permittee shall keep and maintain records which will enable City and City's Controller to ascertain, determine and audit, if so desired by City, clearly and

accurately, the gross revenues and trip activity of Permittee, and that the form and method of Permittee's reporting of gross revenues and trip activity will be adequate to provide a control and test check of all revenues derived by Permittee under this Permit.

(b) Should any examination, inspection, and audit of Permittee's books and records by City disclose an underpayment by Permittee of Fees, Permittee shall promptly pay City the amount of such underpayment. If said underpayment exceeds five percent (5%) of the amounts due, Permittee shall reimburse City for all costs incurred in the conduct of such examination, inspection, and audit. Without limiting the generality of Section 11.13 [Attorneys' Fees], in the event that City deems it necessary to utilize the service of legal counsel in connection with collecting the reimbursement for such examination, inspection, and audit, then Permittee shall reimburse City for reasonable attorneys' fees and litigation expenses as part of the aforementioned costs incurred.

4.5 Reports. Within ten (10) days following a request from the Director, Permittee shall furnish to City a report, certified by Permittee to be true and correct, of the ground transportation gross revenues and trip activity derived by Permittee from its operations under this Permit. Permittee shall also furnish City with such other financial or statistical reports as requested in writing by the Director.

5. ASSIGNMENT

Permittee shall not assign, encumber, or otherwise transfer, whether voluntary or involuntary or by operation of law, this Permit, or any right hereunder, without the Director's prior written consent, which consent may be granted or denied in the Director's sole and absolute discretion. The term "**Transfer**" shall mean any assignment, encumbrance or transfer. The Director's consent to one Transfer shall not be deemed a consent to any subsequent Transfer. The merger of Permittee with any other entity or the transfer of any controlling ownership interest in Permittee, or the assignment or transfer of a substantial portion of the assets of Permittee shall constitute a Transfer. Any Transfer made without the Director's consent shall constitute a default hereunder and shall be voidable at the Director's election. In no event will the Director's consent to a Transfer be deemed to be a release of Permittee as primary obligor hereunder.

6. COMPLIANCE WITH LAWS

At all times, Permittee shall cause its use of the Airport and its operations under this Permit to comply with all present and future federal, state and local laws, rules, regulations, whether foreseen or unforeseen, ordinary as well as extraordinary, including but not limited to those relating to (a) health and safety, especially those pertaining to public safety such as safe driving practices, seat belts, child seats and drug testing; (b) disabled access, including the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and Title 24 of the California Code of Regulations; (c) Hazardous Materials (as defined below); (d) the requirements of the CPUC, including but not limited to the Passenger Charter-party Carriers' Act (California Public Utilities Code Section 5351, et seq.), the Federal Motor Carrier Safety Administration, and other transportation authorities; and (e) the Airport Rules and any Directives (as defined below) (collectively "**Laws**"). As used herein the term "**Directives**" shall mean any rules, regulations, or requirements made by City, directives and Airport Operating Bulletins of the Director, and all oral and/or written instructions given to Permittee by the Airport through Landside Operations or a designated City agent. City and each City Entity (as defined below) shall have no liability and Permittee waives any claim for diminution or deprivation of Permittee's rights hereunder pursuant to this Section. As used herein, the term "**City Entity**" shall mean City, the Airport Commission and its members, and all officers, agents and employees of each of them, and their successors and assigns.

7. WAIVER; INDEMNITY; INSURANCE

7.1 Waiver. Permittee covenants and agrees that City shall not at any time and to any extent whatsoever be liable, responsible or in any way accountable for, and Permittee waives and releases any claim (including any claim for contractual or implied indemnity) against City, for Losses which (a) may be suffered or sustained by Permittee or any principal, affiliate, contractor, employee, representative, driver,

agent, licensee or invitee of Permittee (each, a “**Permittee Entity**”) arising out of Permittee’s operations, or (b) are caused in whole or in part by any act or omission (whether negligent, non-negligent or otherwise) of Permittee or any Permittee Entity, whether or not such Losses shall be caused in part by any act, omission or negligence of any City Entity, except if caused solely by the gross negligence or willful misconduct of City.

7.2 Indemnity. In addition to, and not in limitation of the foregoing waiver, Permittee shall indemnify, and save harmless City and each City Entity, and, if requested, shall defend them from and against any and all Losses caused in whole or in part by (a) any act or omission of Permittee or any Permittee Entity, (b) Permittee’s operations at the Airport, or (c) any default by Permittee or any Permittee Entity in the observance or performance of any of the terms, covenants, or conditions of this Permit, whether or not any such Losses shall be caused in part by any act, omission or negligence of City or any City Entity, except if caused solely by the gross negligence or willful misconduct of City.

7.3 Losses. For purposes hereof “**Losses**” shall mean any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorneys’ fees, investigation costs, remediation costs, and court costs), of any kind or nature.

7.4 Notice. Without limiting the foregoing waiver and indemnity, Permittee shall promptly give to City written notice of any Losses coming to its knowledge, which in any way affect or might affect City and shall give City the right to participate in the defense of the same to the extent of its own interest.

7.5 Insurance. Permittee shall procure and maintain during the term of this Permit the following insurance:

(a) Workers’ Compensation Insurance in statutory limits with Employer’s Liability limits not less than **\$1,000,000** each accident, injury, or illness for any and all employees of Permittee.

(b) Commercial Automobile Liability Insurance with limits not less than those required by the CPUC for each occurrence Combined Single Limit for Bodily Injury and Property Damage, including employer’s non-ownership liability and hired automobile coverages, as applicable. As of the Commencement Date, a minimum of **\$750,000** in general automotive liability insurance coverage is required for vehicles designed to carry up to 7 passengers, a minimum of **\$1,500,000** in general automotive liability insurance coverage is required for vehicles designed to carry from 8 to 15 passengers, and a minimum of **\$5,000,000** in general automotive liability insurance coverage is required for vehicles designed to carry 16 passengers or more.

(c) Except for limousine operator permits, Comprehensive General Liability Insurance with limits not less than **\$1,000,000** each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products Liability, Independent Contractor Liability and Completed Operations Coverages, covering Permittee’s operations at and around the Airport.

7.6 Form of Policies. All insurance required by City hereunder shall be pursuant to policies in form and substance and issued by companies satisfactory to City and City’s City Attorney. City may, upon reasonable notice and reasonable grounds increase or change the required insurance hereunder, in which event Permittee shall obtain such required insurance. Without limiting the generality of the foregoing, all liability insurance policies, shall provide the following:

(a) Name as additional insured the City and County of San Francisco, the Airport Commission and its members, and all of the officers, agents, and employees of each of them (collectively “**Additional Insureds**”).

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought. No other insurance effected by City will be called upon to contribute to any Losses covered hereby.

(c) Severability of Interests (Cross Liability): The term “the insured” is used severally and not collectively, and the insurance afforded under the liability coverages applies separately to each insured against whom 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.

(d) That the insurance company shall provide thirty (30) days’ advance written notice to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days’ notice shall be provided to City. Notices shall be sent to City at City’s Notice Address.

7.7 Delivery of Policies or Certificates. Prior to the Commencement Date, Permittee shall provide to City copies of its insurance certificates evidencing the above insurance for a minimum period of not less than ninety (90) days, and, upon request, promptly provide copies of the required insurance policies. Permittee’s insurer shall provide to City a list of all vehicles covered under Permittee’s Automobile Liability policy.

7.8 Subrogation. Notwithstanding anything to the contrary herein, Permittee waives any right of recovery against City for any loss or damage to the extent the same is covered by Permittee’s insurance policies. Permittee shall obtain from its insurer, if possible, a waiver of subrogation the insurer may have against City or any City Entity in connection with any Loss covered by Permittee’s insurance policies.

7.9 Coverage. All Permittee Vehicles must be insured under Permittee’s Automobile Liability Policy, and all Permittee Drivers must be covered under Permittee’s General Liability and Workers’ Compensation policies. Any Permittee Vehicles operated by a Permittee Driver that is an independent contractor and not covered under Permittee’s Automobile Liability, General Liability, or Workers’ Compensation policies must be separately insured and proof of such insurance must be provided to City prior to the vehicle commencing operations at the Airport. Permittee may not add vehicles to its fleet, nor operate existing vehicles, unless such vehicles are insured according to the limits and coverages specified in this Permit.

8. **DEFAULT; REMEDIES**

8.1 Event of Default. The occurrence of any one or more of the following events shall constitute an “**Event of Default**” hereunder:

(a) Permittee shall fail duly and punctually to pay any Fees when due to City, and such failure shall continue beyond the date specified in a written notice of default from City, which date shall be no earlier than the third (3rd) day after the effective date of such notice. Notwithstanding the foregoing, in the event there occur two (2) defaults in the payment of Fees, thereafter Permittee shall not be entitled to, and City shall have no obligation to, give notice of any further defaults in the payment of Fees. In such event, there shall be deemed to occur an Event of Default immediately upon Permittee’s failure to duly and punctually pay any Fees due hereunder; or

(b) A Transfer occurs without the prior approval of City; or

(c) Permittee fails to deliver or to maintain the Minimum Account Balance, and such failure continues for a period of more than three (3) days after delivery by City of written notice of such failure; or

(d) Permittee fails to obtain and maintain the insurance required hereunder, or provide copies of the policies or certificates to City as required herein; or

(e) Permittee engages in prohibited activities as outlined in Sections 3.4 and/or 3.5 of this Permit; or

(f) Permittee fails to keep, perform and observe each and every other promise,

covenant and agreement set forth in this Permit, and such failure continues for a period of more than three (3) days after delivery by City of a written notice of such failure (the “**First Notice**”); or if satisfaction of such obligation requires activity over a period of time, if Permittee fails to commence the cure of such failure within three (3) days after receipt of the First Notice, or thereafter fails to diligently prosecute such cure, or fails to actually cause such cure within thirty (30) days after the giving of the First Notice; or

(g) A default occurs under any other agreement between Permittee and City and such default is not cured as may be provided in such agreement; provided, however, that nothing herein shall be deemed to imply that Permittee shall be entitled to additional notice or cure rights with respect to such default other than as may be provided in such other agreement.

8.2 **Remedies.** Upon the occurrence of an Event of Default, City shall have the following rights and remedies, which shall be cumulative, and in addition to all other rights and remedies available to City at law or in equity: (a) City may elect to suspend or terminate this Permit and Permittee’s right to operate at the Airport; (b) City may elect to terminate any other agreement between Permittee and City; and (c) City may elect to recover its actual damages resulting from such default.

8.3 **City’s Right to Perform.** All agreements and covenants to be performed by Permittee under this Permit shall be at Permittee’s sole cost and expense and without any abatement of Trip Fees. If Permittee shall fail to pay any sum of money, other than Trip Fees, required to be paid by it hereunder, or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for ten (10) days after notice thereof by City, City may, but shall not be obligated to do so, and without waiving or releasing Permittee from any obligations of Permittee, make any such payment or perform any such other act on Permittee’s part to be made or performed as provided in this Permit. Permittee shall reimburse City upon demand for all sums so paid by City and for all necessary incidental costs.

8.4 **Fines.** Pursuant to the Airport Rules, City may impose fines on Permittee and/or any Permittee Driver for engaging in certain prohibited conduct. The prohibited conduct and applicable fines are set forth in Rule 14 of the Airport Rules. Permittee acknowledges that it has reviewed the Airport Rules and that as a condition of this Permit agrees to pay any fines imposed under the Airport Rules. In addition to and without limiting the foregoing, if Permittee defaults under any of the Permit terms specified below, City may elect to impose administrative fines described below on the basis of per violation per day:

<u>Violation</u>	<u>Section</u>	<u>Fine</u>
Failure to adhere to Transportation Requirements	3.3 / Exh. B	\$100
Failure to pay Trip Fees	4.2	\$100
Failure to maintain the Minimum Account Balance	4.2	\$100
Failure to provide required reports	4.4 / 4.5	\$100
Failure to maintain required insurance	7	\$100
Tampering with a transponder	3.5	\$500
Engaging in other prohibited activities	3.5	\$100

City’s right to impose the foregoing fines shall be in addition to and not in lieu of any and all other rights hereunder, in the Airport Rules, or at law or in equity. City shall have no obligation to Permittee to impose fines on or otherwise take action against any other permittee or tenant at the Airport. THE PARTIES HAVE AGREED THAT A VIOLATION OF ANY OF THE ABOVE TERMS SHALL RESULT IN CITY INCURRING DAMAGES WHICH ARE IMPRACTICAL OR IMPOSSIBLE TO DETERMINE. THE PARTIES HAVE AGREED THAT THE ABOVE FINES ARE A REASONABLE APPROXIMATION OF SUCH DAMAGES.

9. HAZARDOUS MATERIALS

9.1 **Definitions.** As used herein, the following terms shall have the meanings set forth below:

(a) “**Environmental Laws**” shall mean any federal, state, local or administrative law,

rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

(b) “**Hazardous Materials**” shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. “Hazardous Material” includes, without limitation, any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the “Superfund” law, as amended (42 U.S.C. Section 9601, et seq.) (“CERCLA”), or pursuant to Section 25316 of the California Health & Safety Code; any “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and any materials listed in the Airport’s Tenant Improvement Guide.

(c) “**Release**” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property or the environment.

9.2 Permittee’s Covenants. Neither Permittee nor any Permittee Entity shall cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport.

9.3 Environmental Indemnity. Permittee shall indemnify, defend, and hold harmless City from and against any and all Losses arising during or after the term of this Permit as a result of or arising from: (a) a breach by Permittee of its obligations contained in the preceding Section 9.2 [Permittee’s Covenants], or (b) any Release of Hazardous Material from, in, on or about the Airport caused by the act or omission of Permittee or any Permittee Entity.

9.4 Environmental Audit. Upon reasonable notice, City shall have the right but not the obligation to conduct or cause to be conducted by a firm acceptable to City, an environmental audit or any other appropriate investigation of Permittee’s operations for possible environmental contamination issues. Permittee shall pay all costs associated with said investigation in the event such investigation shall disclose any Hazardous Materials contamination as to which Permittee is liable hereunder.

10. CITY AND OTHER GOVERNMENTAL PROVISIONS

10.1 Charter. The terms of this Permit shall be governed by and subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco.

10.2 Sponsor’s Assurance Agreement. This Permit shall be subordinate and subject to the terms of any “Sponsor’s Assurance Agreement” or any like agreement heretofore or hereinafter entered into by City and any agency of the United States of America.

10.3 Federal Nondiscrimination Regulations. Permittee understands and acknowledges that City has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A - Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to City for certain Airport programs and activities, and that City is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than City, operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Permittee agrees as follows: “Permittee in its operation at and use of San Francisco International Airport, covenants that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the

furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the grantee, licensee, permittee, etc., shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.”

10.4 Federal Affirmative Action Regulations. Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Permittee assures that it will require that its covered sub-organizations provide assurances to Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

10.5 Nondiscrimination Requirements. In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), height or weight against any employee of, any City Employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee. Permittee shall include in any subcontracts permitted hereunder a non-discrimination clause applicable to the subcontractor in substantially the form of this Section.

10.6 Conflict of Interest. Permittee states that it is familiar with the provisions of Paragraph 15.103 of the City's Charter; Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code and Paragraph 87100 et seq. and Paragraph 1090 et seq. of the Government Code of the State of California and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Permit.

10.7 Declaration Regarding Airport Private Roads. Permittee hereby acknowledges and agrees that all roads existing at the date of execution hereof within the boundaries of the Airport, as shown on the current official Airport plan and as it may be revised, are the private property and private roads of the City and County of San Francisco, with the exception of that portion of the old Bayshore Highway which runs through the southern limits of the City of South San Francisco and through the northern portion of the Airport to the intersection with the North Airport Road as shown on said Airport Plan, and with the exception of that portion of the North Airport Road which runs from the off and on ramps of the State Bayshore Freeway to the intersection with said old Bayshore Highway as shown on said Airport Plan. It further acknowledges that any and all roads hereafter constructed or opened by City within the Airport boundaries will be the private property and road of City, unless otherwise designated.

10.8 Drug-Free Workplace. Permittee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on City premises. Any violation of this prohibition by Permittee or any Permittee Entity shall constitute a default hereunder.

10.9 Compliance with Americans with Disabilities Act. Permittee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity, whether directly or through a contractor, must be accessible to the disabled public. Permittee shall provide the services specified in this Permit in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation, including but not limited to, Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794 et seq.), 28 CFR Parts 35 and 36, and 49 CFR Parts 27, 37 and 38. Permittee

agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Permit, and Permittee shall comply with all applicable service animal requirements. Any violation of these requirements on the part of Permittee, its employees, agents or assigns shall constitute a material breach of this Permit.

10.10 Airport Intellectual Property. Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, Permittee shall not use the Airport's intellectual property, or any intellectual property confusingly similar to the Airport's intellectual property, including but not limited to, the SFO logo, CADD designs, and copyrighted publications.

11. GENERAL PROVISIONS

11.1 Notices. Except as otherwise specifically provided in this Permit, any notice, demand, or other correspondence given under this Permit shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class, certified mail, return receipt requested, or Express Mail, return receipt requested, with postage prepaid, to: (a) Permittee at Permittee's Notice Address; or (b) City at City's Notice Address; or (c) such other address as either Permittee or City may designate as its new address for such purpose by notice given to the other in accordance with this Section. Notwithstanding the foregoing, City may provide any and all notices under this Permit through e-mail to Permittee's e-mail address or through City's Ground Transportation Management System Web Portal. Any notice hereunder shall be deemed to have been given and received and effective two (2) days after the date when it is mailed, if sent by first-class, certified mail; one day after the date when it is mailed if sent by Express Mail, e-mail or web portal; or upon the date personal delivery is made.

11.2 No Representations. Permittee acknowledges and agrees that neither City nor any person on behalf of City has made, and City hereby disclaims, any representations or warranties, express or implied, regarding the business venture proposed by Permittee at the Airport, including any statements relating to the potential success or profitability of such venture. Permittee represents and warrants that it has made an independent investigation of all aspects of the business venture contemplated by this Permit.

11.3 Limitation on Damages. Notwithstanding anything to the contrary herein, in no event will City or any City Entity be liable to Permittee or any Permittee Entity for any consequential, incidental, or special damages, or lost revenues or lost profits.

11.4 No Implied Waiver. No failure by either party to insist upon the strict performance of any obligation of the other party under this Permit or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such term, covenant or condition. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver.

11.5 Entire Agreement. The parties intend that this Permit (including all of the attached exhibits, which are made a part of this Permit) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Permit shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Permit. This Permit replaces and supersedes any prior operating permit entered into between Permittee and City.

11.6 Amendments. Except as specifically provided herein, neither this Permit nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

11.7 Interpretation of Permit. The captions preceding the articles and sections of this Permit and

in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Permit. This Permit has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Permit. Provisions in this Permit relating to number of days shall be calendar days. Use of the word "including" shall mean "including, without limitation." References to statutes, sections, ordinances or regulations are to be construed as including all statutory, ordinance, or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section, ordinance or regulation.

11.8 Successors and Assigns. Subject to the provisions of Section 5 [Assignment], the terms, covenants and conditions contained in this Permit shall bind and inure to the benefit of Permittee and City, and, except as otherwise provided herein, their personal representatives and successors and assigns.

11.9 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Permit.

11.10 No Joint Venture. It is expressly agreed that City is not, in any way or for any purpose, a partner of Permittee in the conduct of Permittee's business or a member of a joint enterprise with Permittee, and does not assume any responsibility for Permittee's conduct or performance of this Permit.

11.11 Severability. If any provision of this Permit or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Permit shall be valid and be enforceable to the full extent permitted by law.

11.12 Governing Law. This Permit shall be construed and enforced in accordance with the laws of the State of California.

11.13 Attorneys' Fees. In the event that either City or Permittee fails to perform any of its obligations under this Permit or in the event a dispute arises concerning the meaning or interpretation of any provision of this Permit, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Permit, reasonable fees of attorneys of City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

11.14 Survival of Indemnities. Expiration, revocation or termination of this Permit shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Permit, nor shall it effect any provision of this Permit that expressly states it shall survive termination hereof.

11.15 Joint and Several Liability. The liabilities hereunder of the entities and/or person(s) comprising Permittee shall be joint and several.

11.16 Authority. If Permittee signs as a corporation, a limited liability company, or a partnership, each of the persons executing this Permit on behalf of Permittee does hereby covenant and warrant that Permittee is a duly authorized and existing entity, that Permittee has and is duly qualified to do business in California, that Permittee has full right and authority to enter into this Permit, and that each and all of the persons signing on behalf of Permittee are authorized to do so. Upon City's request, Permittee shall provide City evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

IN WITNESS WHEREOF, the parties have executed this Permit as of the Commencement Date.

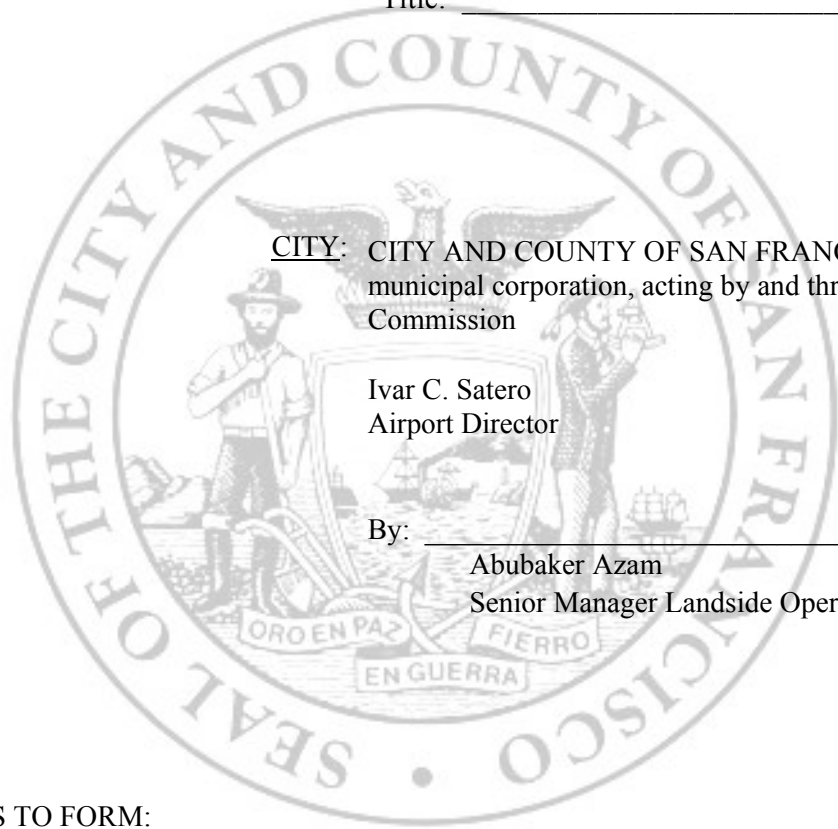
PERMITTEE: _____

(dba) _____

By: _____

Name: _____

Title: _____



CITY: CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Airport Commission

Ivar C. Satero
Airport Director

By: _____

Abubaker Azam
Senior Manager Landside Operations

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

By: _____

Deputy City Attorney

Exhibit A
Designated Areas
(Limousine Operator)

Passenger Drop-Offs

Domestic Terminals: Terminal Curb White Zones on Level 2 (Departures) or Level 1 (Arrivals).

International Terminal: Terminal Curb White Zones on Level 3 (Departures).

Rental Car Center: White Zones in “Kiss and Fly” drop-off area.

Executive Terminal on North Access Road

Passenger Pick-Ups

Domestic Terminals: Public Parking Spaces in the Domestic Terminal Garage, or Terminal Curb White Zones on Level 2 (Departures) or Level 1 (Arrivals).

International Terminal: Public Parking Spaces in International Garages A or G, or Designated Yellow Curb on Level 2 (Arrivals), Center Island.

Rental Car Center: White Zones in “Kiss and Fly” drop-off area.

Executive Terminal on North Access Road

The above Designated Areas may be revised by the Director at any time by providing notice to Permittee.

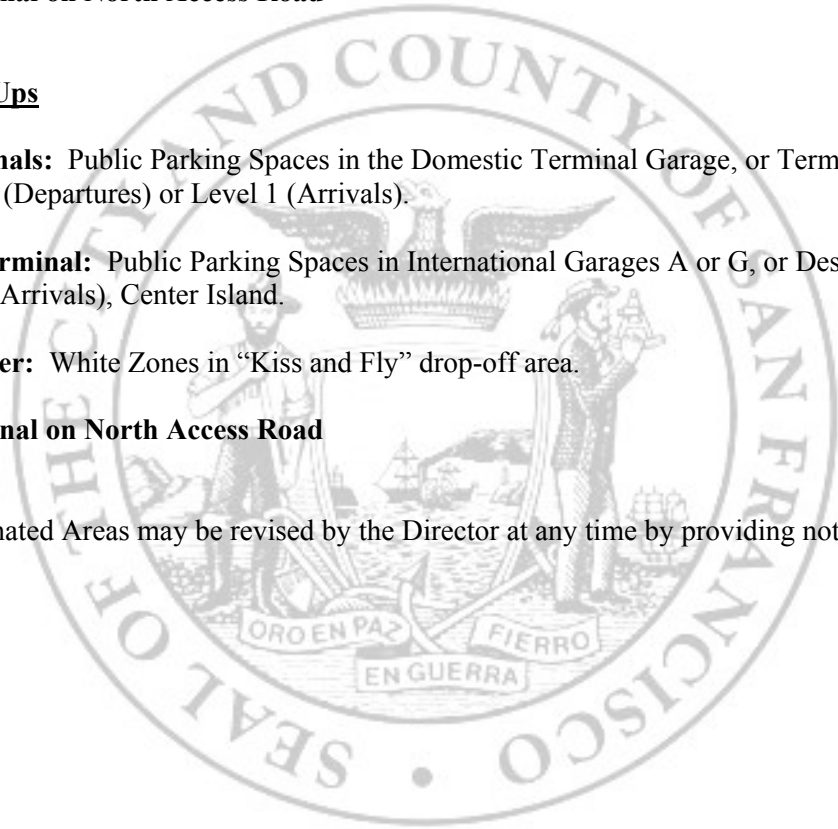


Exhibit B
Permitted Use and Other Transportation Requirements
(Limousine Operator)

Permittee shall comply with the following Permitted Use and Other Transportation Requirements. The Director may amend this Exhibit B at any time by providing notice to Permittee. In the event of any inconsistencies between the terms and conditions of this Exhibit B and the other provisions of this Permit, the terms and conditions of this Exhibit B shall control and be binding.

1. Permitted Use. To provide limousine service to airline passengers whose flights are arriving at or departing from the Airport.

2. Other Transportation Requirements.

(a) Waybills. Every charter passenger pickup or drop-off shall be documented by a waybill that includes all information required under Public Utilities Code section 5371.4(h) and CPUC General Order 157-D, Part 3.01, as such requirements may be amended from time to time. Permittee Driver shall, upon request, present any and all waybills to any Airport official for inspection.

(b) Vehicle Inspection Records. Each Permittee Vehicle shall comply with the inspection requirements of CPUC Decision 16-04-041, as may be amended. Permittee shall maintain records of such compliance in each Permittee Vehicle at all times. Permittee Drivers shall, upon request, present such vehicle inspection records to any Airport official for inspection.

(c) Passenger Loading. No Permittee Driver shall enter any Airport terminal building more than 30 minutes prior to arrival of a passenger's scheduled flight. Only Permittee Vehicles with pre-arranged customers are allowed to pick-up at the Airport.

(d) Staging Areas. All Permittee Vehicles may stage at the Limousine Staging Lot on South McDonnell Road. Staging at the Limousine Staging Lot shall be limited to one hour, unless there is a posted time limit, in which case Permittee shall comply with the posted time limit. Permittee may arrange to meet arriving passengers in the terminal baggage claim areas or the terminal security checkpoints. To provide this "meet and greet" service, Permittee may park in either the Domestic Parking Garage or the International Parking Garages, subject to the garage height limitations of 6'6". Permittee Vehicles of 21' or longer may only park in the designated stalls located on the fifth floor of the Domestic Parking Garage when providing "meet and greet" service. All regular parking rates apply and must be paid by Permittee.

(e) Limousines. "**Limousines**" permitted by this Permit shall mean a chauffeur-operated sedan or sport utility vehicle, of either standard or extended length, with a seating capacity of not more than 10 passengers including the driver, used in the transportation of passengers for hire on a prearranged basis, operating with a valid charter party certificate issued by the CPUC.

(f) Trip. "**Trip**" as used in the Permit means each instance in which a Permittee Vehicle passes in front of the Airport's Terminal 1 or International Terminal Building, enters the passenger loading/unloading area at the Rental Car Center, or travels east of the cargo facility at 900 North Access Road; provided that the following cases are considered a single Trip: (i) a Permittee Vehicle passes Terminal 1 then passes the International Terminal Building on the same roadway level (Arrivals or Departures) within 20 minutes of the initial Terminal 1 pass; or (ii) a Permittee Vehicle passes the International Terminal Building then passes Terminal 1 on the same roadway level (Arrivals or Departures) within 20 minutes of the initial International Terminal Building pass.

Exhibit C
Declaration of Compliance with Provision of Reasonable Accommodation
To Passengers with Disabilities
(Limousine Operator)

LEGAL OR DBA NAME: _____

TCP / PSC #: _____

You are required to complete this form as part of Federal Aviation Authority (FAA) mandate to promote awareness and understanding of **Section 504 of the Rehabilitation Act of 1973 (Sec.504) and the Americans with Disabilities Act of 1990 (ADA)**. With respect to your vehicles that service the passengers at San Francisco International Airport, please acknowledge below how your company meets its obligations to provide full and equal passenger handling of your services as required by Sections 301 or 304 of the Americans with Disabilities Act and 49 C.F.R. Parts 36 or 37.

ACKNOWLEDGEMENT

_____(Initial) I (we) am (are) fully aware and understand that our company will be in full compliance of the applicable ADA Regulations and Section 504 of the Rehabilitation Act of 1973.

_____(Initial) As Permittee, I (we) acknowledge that pursuant to the ADA, programs, services and other activities provided by a public entity, whether directly or through a contractor, must be accessible to the disabled public. Permittee shall provide the services specified in this Permit in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation, including but not limited to, Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794 et seq.), 28 CFR Parts 35 and 36, and 49 CFR Parts 27, 37 and 38. Permittee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Permit, and Permittee shall comply with all applicable service animal requirements. Any violation of these requirements on the part of Permittee, its employees, agents or assigns shall constitute a material breach of this Permit.

_____(Initial) I (we) acknowledge that our company has been informed of the best practices under the ADA and Sec 504 such as but not exclusive to: (a) *Allowing service animals;* (b) *Drivers utilization of lifts/ramps and securement devices;* (c) *Drivers are trained to proficiency in assisting people with disabilities;* (d) *Route and stop announcements;* (e) *Maintain accessibility features;* (f) *Drivers provide reasonable assistance;* and (g) *accessible vehicle requirements.*

DECLARATION REGARDING ADA COMPLIANCE

_____(Initial) I (we) declare that I currently provide or will provide ADA specific training to our drivers/representatives (if applicable).

_____(Initial) I (we) declare that our company must make reasonable modifications/accommodations (e.g. assisting with separate boarding of wheelchair or moving vehicles to avoid boarding area obstacles);

_____(Initial) I (we) declare that our vehicles are ADA accessible or if not, we will be offering an equivalent service to accommodate passengers with disabilities.

CERTIFICATION

I (we) certify (or declare) under penalty of perjury that I (we) have read and understood the above stated requirements regarding provision of reasonable accommodation to passengers with disabilities and that I (we) am (are) in compliance. I (we) certify (or declare) that the forgoing is true and correct.

Date

Signature of Owner, Officer, Director or Authorized Representative

Print name of Signatory

Designation (Owner, Officer, Director, or Partner)

Exhibit C