



GROUND TRANSPORTATION REVOCABLE PERMIT

TERMS AND CONDITIONS:

- 1. RIGHTS GRANTED BY THIS PERMIT:** This non-exclusive permit ("Permit") provides Permittee with the non-exclusive license to pick-up passengers and other users of the City of Atlanta's ("City") Hartsfield-Jackson Atlanta International Airport's ("Airport") Domestic and International Terminals subject to the terms and conditions set forth herein. No other rights are granted in this Permit except as expressly set forth herein. Permittee is subject to the terms and conditions of this Permit, and must also abide by applicable Federal, State and local laws, regulations, rules, codes, ordinances, policies, procedures and executive orders, including but not limited to Airport and FAA rules and regulations. This Permit may not be assigned, transferred or encumbered in any way without the Aviation General Manager's prior written consent. **RESELLING, ASSIGNMENT, LICENSING, TRADING OR TRANSFER OF ANY AIRPORT CREDENTIALS IS NOT ALLOWED AND A VIOLATION OF THIS PROVISION MAY, IN THE SOLE DISCRETION OF THE AVIATION GENERAL MANAGER, RESULT IN SUSPENSION OR REVOCATION OF THIS PERMIT AND DEACTIVATION OF ALL COMPANY VEHICLE TRANSPONDERS.**
- 2. CENTRAL BUSINESS DISTRICT EXCLUSION:** PERMITTEE ACKNOWLEDGES AND AGREES THAT THIS PERMIT DOES NOT GRANT THE HOLDER THE RIGHT TO TRANSPORT PASSENGERS TO THE CENTRAL BUSINESS DISTRICT (AS DEPICTED IN EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE) OF THE CITY OF ATLANTA FROM THE AIRPORT. PERMITTEE AGREES THAT IT (OR ANY AUTHORIZED ASSIGNEE, LICENSEE, SUBCONTRACTOR OR SUB-PERMITTEE) WILL NOT TRANSPORT PASSENGERS TO THE CENTRAL BUSINESS DISTRICT OF THE CITY OF ATLANTA FROM THE AIRPORT, WITHOUT PRIOR WRITTEN CONSENT FROM THE AVIATION GENERAL MANAGER, WHICH MAY BE GRANTED OR DENIED IN HIS/HER SOLE DISCRETION. PERMITTEE ACKNOWLEDGES THAT THE AVIATION GENERAL MANAGER MAY IMMEDIATELY TERMINATE THIS PERMIT FOR ANY BREACH OF THIS SECTION BY PERMITTEE (OR ITS EMPLOYEES OR ANY OF PERMITTEE'S AUTHORIZED ASSIGNEE, LICENSEE, SUBCONTRACTOR OR SUB-PERMITTEE). THIS SECTION DOES NOT APPLY TO LIMOUSINE OR CHARTER OPERATORS.
- 3. TYPES OF VEHICLES ALLOWED PURSUANT TO THIS PERMIT:** The Permittee is only allowed to use vehicles approved by the Aviation General Manager for use pursuant to the Permit Type set forth above and as listed on the Permittee's fleet log attached hereto as **Exhibit C** and incorporated herein by this reference. If Permittee decides to increase or change its vehicle fleet listed on the Permittee fleet log during the term of this Permit, the Permittee must submit a written request, which may be granted or denied at the sole discretion of the Aviation General Manager.
- 4. TERM:** The term of this Permit shall begin on the Commencement Date and expire on the Expiration Date ("Term"), unless earlier terminated pursuant to the terms hereof. Permittee shall apply for renewal of the Permit within the timeframe established by the Aviation General Manager and the Aviation General Manager reserves the right to deny any permit renewal application regardless of how or when received. The Aviation General Manager will not review

any permit renewal application, unless Permittee provides all required documents as required and each of the documents is completed in full. Permittee acknowledges and agrees that it is Permittee's responsibility to insure that their renewal application package has been received by the Department of Aviation and is complete.

5. **Permit Fee:** Permittee shall pay a Permit Fee for the right to operate its service at the Airport. The Permit Fee shall be calculated and assessed based on the Fee Schedule set forth below and as identified by the Permit Type. Permit Fees are subject to escalation at the sole discretion of the Aviation General Manager ("AGM") upon written notice to Permittee given at least thirty (30) days prior to the effective date of the new Permit Fee. Permit Fees shall be due on or before the 15th of each month for the preceding month without notice, demand, set off, abatement or counterclaim of any kind. For example, the Permit fees for the December receipts are due on January 15th. Additionally, at the time of signing this Permit and at each renewal year, Permittee may be required to pay a Decal Fee. Permit Fees and Decal Fees are not refundable.

6. **Fee Schedule:** Permittee shall pay the Permit Fee set forth below applicable to the Permit Type issued and set forth on the first page hereof. A late payment penalty of ten percent (10%) per month (or fraction thereof) of the unpaid balance (as further described herein below) applies for payments made after the 15th of each month. Any unpaid balances may, in the Aviation General Manager's sole discretion, result in deactivation of vehicle transponders, suspension and/or revocation of this Permit until such time as all Permittee's accounts are paid in full and current.
 - (a) Local Shared-Ride Shuttle: The Permit Fee shall be calculated as a percentage of monthly gross receipts derived by Permittee from transporting patrons to and from the Airport. The Permit Fee for operating a local shared-ride shuttle service shall be equal to (i) five percent (5%) of the first \$400,000.00 of gross receipts plus (ii) seven percent (7%) of gross receipts in excess of \$400,000.00.

 - (b) Regional Shared-Ride Shuttle: The Permit Fee for operating a regional shared-ride shuttle service shall be composed of (i) a \$600.00 fee for the use of the designated loading area plus (ii) a per vehicle charge of \$100.00 for each vehicle in the Permittee's fleet.

 - (c) Limousine/Sedan: Permittee shall pay a Permit Fee for operating a limousine/Private Car service at the Airport plus a Parking Fee. The Permit Fee for operating a limousine/Private Car service at the Airport shall be composed of a per vehicle charge of \$100.00 for each vehicle in the Permittee's fleet. The Parking Fee for use of the Limousine Lot shall be paid monthly as invoiced through the Airport's AVI system. Standard hourly parking rates will be charged to the limousine driver each time he/she exits the public parking lot (to be used only when the airport's limousine lot is full). The hourly parking paid by limousine drivers shall be equivalent to the applicable parking charge for the public parking.

 - (d) Off-Airport Parking: The Permit Fee shall be composed of a per vehicle charge of \$360.00 for each vehicle in the Permittee's fleet. In addition, the Permit Fee shall include a charge of \$10.00 per space available for public use in the Company's parking lot(s).

- (e) Charter: The Permit Fee shall be based upon the number of trips each permitted Charter Vehicle takes from the Airport. Each time Permittee transports passengers away from the Airport, it shall owe the City \$0.10 per available seat in the vehicle(s) being utilized for transportation. The minimum charge based on the rate in the above shall be \$2.00.
- (f) Hotel/Motel: Permittee shall pay a Permit Fee for the privilege of operating its services at the Airport. The Permit Fee shall be composed of (1) a per vehicle charge of \$360.00 for each vehicle in the Permittee's fleet and (2) a charge of \$10.00 per room located at the Hotel(s)/Motel(s) being serviced by the Courtesy Vehicles. The maximum Permit Fee shall be:
 - (i) \$3,600.00 for Hotels/Motels located within a radius of two (2) miles or less from the west curbside of the terminal;
 - (ii) \$2,400.00 for Hotels/Motels located within a radius of more than two (2) miles but less than a five (5) mile radius from the west curbside; and
 - (iii) \$600.00 for Hotels/Motels located a radius of five (5) miles or more from the west curbside of the Airport.

Non-hotel/motel shuttle operators that service hotels and motels shall pay all applicable fees due from hotel/motel owned Permittees. The Permit Fees for a Hotel/Motel Permit are nontransferable and will not be prorated. Each Hotel/Motel Permit holder company is required to pay the Hotel/Motel Permit Fee for each hotel/motel that it adds during the year. A Hotel/Motel Permit shall not be used to operate long-term/off-airport parking. Permittee must obtain a separate Off-Airport Parking Permit in order to serve as a long-term/off-airport parking operator.

- 7. **Renewal Fee:** There is a \$20.00 renewal application fee for each Permittee that must be paid each year.
- 8. **Late Fees:** Any amount due or coming due pursuant to this Permit not paid within five (5) days of the due date is subject to a late payment penalty calculated at the rate of ten percent (10%) per month (or fraction thereof) of the unpaid balance until paid. The late payments received by the City shall be determined by the United States Postal Service cancellation date on the envelope transmitting the payment or otherwise, if presented in person, on the date that the payment was stamped as received. Unpaid balances will result in deactivation of vehicle transponders and revocation of permit until such time as accounts are brought current.
- 9. **Report(s)/Payment(s):** All Local Shared-Ride, Off-Airport Parking and Charter permit holders shall complete and include with its payments the Airport Fee Computation Sheet (attached hereto as **Exhibit E** and incorporated herein by reference). Within fifteen (15) days after the end of each calendar month, Permittee shall furnish a report of its Gross Receipts, Shuttle Ticket Fee and/or Parking Fee and Ridership for the previous month to the Aviation General Manager. Permittee shall include a check representing the fees owed along with the Fee Computation Report.

Payments of fees shall be made in lawful money of the United States, free from all claims, demands, set-offs or counterclaims of any kind against the City. All permit fee payments shall

be made payable to the City of Atlanta at the following address:

City of Atlanta
Department of Aviation
P.O. Box 920500
Atlanta, GA 30392

City may require payment at such other place as the Aviation General Manager may from time to time designate to Permittee in writing. No payment by Permittee or receipt by City of a lesser amount than the correct fees shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. City may accept such check or payment without prejudice to the City's right to recover the balance or to pursue any other remedy in this Agreement or otherwise provided by law or equity.

- 10. Audit:** The AGM reserves the right to audit the accounting books and records of the Permittee to verify the accuracy of the monthly Airport Fee Computation Sheet, payments made to the City or any other report submitted to the City pursuant to this Permit. Permittee must make such books and records available to AGM at the Airport within fifteen (15) business days after AGM's written request. AGM reserves the right to conduct an unscheduled audit of books, records and operations at Permittee's place of business, without notice, during reasonable business hours.
- 11. Maintain Records for Audit Purposes:** Permittee shall maintain throughout the Term of this Agreement and for a six (6) year period after the Term, including renewals, or, in the event of a claim by City, until such claim of City payments hereunder shall have been fully ascertained, fixed and paid, accurate accounting books and records of all transactions conducted under this Agreement in accordance with generally accepted accounting principles, showing in detail all business transacted in, about or pertaining to the Premises, and Permittee must enter all receipts arising from such business in regular books of account and all entries in any such records shall be made at or about the time the transactions occur.
- 12. Decals:** Should Permittee's decal be lost, stolen or destroyed Permittee shall be required to (1) report the lost, stolen or destroyed decal to the Department of Aviation's Ground Transportation Department and (2) pay a sum per the Fee Schedule per vehicle for the replacement of the decal. This Permit is non-transferable (in whole or in part) and Permittee shall be fined Five Hundred Dollars (\$500.00) for each decal sold, given, exchanged, licensed or transferred by Permittee. Permittee's engaged in reselling of airport issued credentials are subject to permit(s) revocation.
- 13. Transponders:** Should Permittee's transponder be lost, stolen or destroyed Permittee shall be required to: (1) report the lost, stolen or destroyed transponder to the Ground Transportation Department and (2) pay a replacement fee of \$25 for each replacement transponder. Transponders are non-transferable and Permittee shall be fined Five Hundred Dollars (\$500.00) for each transponder sold, given, exchanged or transferred by Permittee. Permittee's engaged in reselling of airport issued credentials are subject to permit(s) revocation..

- 14. Reallocation of Space:** The AGM, in his/her sole discretion, reserves the right to relocate and/or reassign the Permittee's designated space within the Ground Transportation Center or any other area at the Airport.
- 15. Specific Vehicles to be Operated by Permittee:** Permittee is only permitted to operate the vehicles listed on its fleet log and approved by the AGM. Copies of vehicle title, registration and insurance must be presented and attached for each vehicle listed on the fleet log. All applicants must satisfy these requirements at the time of application submission and any renewal thereof.
- 16. Termination:** The following, in addition to the grounds set forth in the other sections of this Permit, shall constitute grounds for the revocation of this Permit:
- a. The City may revoke this Permit with or without cause, at any time, upon thirty (30) days prior written notice to Permittee.
 - b. The City may revoke this Permit at any time upon fifteen (15) days prior written notice, if Permittee is in breach of any of its obligation(s) pursuant to this Permit, which breach continues for more than fifteen (15) days after notice to Permittee of such breach. However, this Permit may be revoked immediately for reasons set forth in subsections *c*, *d*, *e* and *f* of this Section and for any other reasons set forth in this Permit, which allow immediate termination.
 - c. This Permit is automatically and immediately revoked if Permittee: (1) becomes bankrupt, (2) makes or proposes to make any arrangement for the benefit of creditors, (3) has been adjudicated insolvent, (4) has applied for reorganization of debts, (5) has applied for the appointment of a receiver of its assets or to conduct its operations or (6) has applied for a voluntary winding up or liquidation of its business.
 - d. The City shall have the right to revoke this Permit immediately if Permittee violates, or is charged with violating, any safety or security regulations.
 - e. The City shall have the right to revoke this Permit immediately if Permittee does not meet the insurance requirements set forth in Exhibit A attached hereto and incorporated herein by this reference at any time.
 - f. The City shall have the right to terminate this Permit immediately if Permittee sells, grants, gives, exchanges, transfers, licensees or encumbers its Permit without the Aviation General Manager's prior written consent, which may be granted or denied in his/her sole discretion.
 - g. The City shall have the right to terminate this Permit immediately if Permittee uses any of the City's Intellectual Property in violation of Section 61 of this Permit.
- 17. Impact of Suspension or Revocation of Permit upon Permit Fee:** The suspension or revocation of this Permit shall not relieve Permittee of any liabilities or obligations hereunder which have accrued on or prior to the effective date of the suspension, revocation, cancellation and/or termination. Permittee shall not abate, suspend, postpone, set-off, or discontinue any Permit

Fees that were incurred prior to the expiration or earlier termination of this Permit.

- 18. **Curbside Management Service Contractor:** Permittee acknowledges and agrees that it will use its best efforts to cooperate with the City’s authorized curbside management services contractor, if any. Permittee must ensure that all employees are complying with Airport rules and regulations, the terms and conditions of this Permit and applicable laws, statutes and ordinances.
- 19. **Maintaining Efficiency of Operation, Dwell Time and Location Control:** The Airport strives to decreasing congestion at the Ground Transportation Center (and on all Airport roadways) and to minimize the dwell times of Permittee’s vehicles by efficiently dispatching vehicles into and out of the Ground Transportation Center. **Permittee must limit dwell times to no more than twenty-five (25) minutes for any vehicle, (i.e., vehicles shall be dispatched into the stall no sooner than twenty-five (25) minutes before the scheduled departure time). In the case of Limousines who require chauffer meet and greet, the maximum dwell time shall be sixty (60) minutes.** Failure to comply with is Section is a breach of this Permit and could lead to the revocation of the Permit.
- 20. **Facilities to be provided for Use by Permittee:** During the course of its operation each Permittee has the right to access a parking space in the Ground Transportation Center based on the table below. The parking space/lot is subject to change at any time upon five (5) days prior notice from the Aviation General Manager.

Domestic Terminal	
Green Aisle (Outer Curb)	Local Shared-Ride Shuttle as designated
Green Aisle (Plaza Curb)	Regional Shared-Ride Shuttle as designated
Purple Aisle	Hotel/Motel Shuttle as zoned
Orange Aisle	Off-Airport Parking as designated
Black & White	Limousines & Sedans
North & South Lower Curbsides	Charter Bus/Motor Coach permit holders
International Terminal	
Arrivals Level Parking Deck	Limousines & Sedans
Arrivals Level Inner Lane as designated by signage	Shuttle Bus, Courtesy Shuttle (Hotel, Off-Airport Parking), Charter Bus/Motor Coach

- 21. **Access:** Permittee may access the public areas of the Airport and the Ground Transportation Center during the term of this Permit. Access is subject to the rules and regulations of the Airport, including but not limited to, the security, badging and safety rules promulgated by, among others, the Federal Aviation Administration (“FAA”), the Transportation Security Administration (“TSA”), Air Traffic Controllers, the City and the Airport.
- 22. **Indemnification:** Permittee agrees to indemnify, defend and hold the City, its officers, officials, agents, and employees (hereinafter, collectively referred to as the “Indemnified Parties”) harmless from and against any and all causes of action of every kind and character, whether in law or in equity, and expenses of whatsoever kind or nature, including reasonable attorneys’ fees and costs, which are in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole or in part

by reason of any act, omission, fault or negligence whether active or passive, of Permittee, its officers, employees, agents, authorized representatives, managers, drivers, or of anyone acting under its direction or control or on its behalf, in connection with or incidental to the Permittee's possession of this Permit.

This indemnity, hold harmless, and defense obligations shall include but not be limited to any and all liability for bodily injuries to or death of persons or damage to property arising in connection with or incidental to Permittee's use of this Permit.

Permittee further agrees that its obligation to release, indemnify, defend, and hold harmless the Indemnified Parties shall not be limited by the coverage limit or term of any insurance policy required to be maintained by Permittee pursuant to this Permit.

Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which in any way directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest. The aforesaid release, indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive or strict liability, of one or more of the Indemnified Parties, to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of one or more of the Indemnified Parties. This Indemnification Section shall survive any termination or expiration of this Permit.

- 23. Standard Of Professional Services:** Permittee must perform its transportation services in a manner consistent with the highest generally accepted level of care and skill ordinarily exercised by professionals performing services of a similar nature, taking into account the highest level of expected standards, state-of-the-art equipment and all governmental requirements. Permittee acknowledges and agrees that all transportation services are being performed by or at the direction of Permittee.
- 24. Customer Service Quality Assurance and Mystery Shopper Standards:** The City's mission is to be the global leader in airport efficiency and customer service. All permit holders will undergo scheduled and unscheduled monthly quality assurance audits in order to ensure optimal customer service performance.

The Department of Aviation requires Permittee and its staff to attend customer service training and all other such training at the Permittee's expense, and/or as directed by the Aviation General Manager or his or her designee. All training as provided by the Permittee to its associates must comply with the Airport's compliance standards of customer service. The cost associated with such additional training is the sole responsibility of Permittee.

In addition, the Permittee must understand and agree that its operation at the Airport necessitates the rendering of the following passenger services:

- (1) offering passenger service to both domestic and international terminals; and

- (2) accepting at least the following 4 major credit cards (a) Visa, (b) MasterCard, (c) Discover and (d) American Express, as payment for any debit or credit transaction pursuant to the Payment Card Industry (“PCI”) compliance.
25. **Condition of the Premises:** Permittee, by signing this Permit, acknowledges that it has no property rights in or to the parking space/lot and it must be used in its “AS-IS” condition. The City makes no warranty either express or implied, as to the condition of the parking space/lot or that the parking space/lot will be suitable for Permittee’s purpose or needs.
26. **Modification of Premises:** Permittee may not modify any Airport property without the Aviation General Manager’s prior written consent.
27. **Insurance:** Permittee (and any authorized contractors, licensees, assignees and subcontractors) must comply with the insurance requirements set forth in Exhibit A attached hereto and incorporated herein by this reference.
28. Permittee shall not assign, sell, license, gift, grant, convey, transfer, pledge or otherwise encumber this Permit. The AGM reserves the right in his/her sole discretion to suspend or revoke this Permit immediately for violations or alleged violations of this provision.
29. Permittee, its officers, employees, agents, authorized representatives, managers, drivers, or anyone acting under its direction or control or on its behalf, shall conduct Permittee’s operations in such a manner as not to annoy, disturb or be offensive to others at the Airport or any customers. Permittee shall promptly comply, and shall cause its officers, employees, agents, authorized representatives, managers, drivers, or anyone acting under its direction or control or on its behalf, to promptly comply with any request from the AGM to correct such demeanor, conduct or any other activities or operations. By execution of this Permit, the Permittee agrees that in the event Permittee, its officers, employees, agents, authorized representatives, managers, drivers, or anyone acting under its direction or control or on its behalf, fails to so comply, the AGM may exercise the right to stop any or all operations being performed, until such compliance is achieved, without revoking this Permit or the AGM may impose a fine for the period of such non-compliance. The fine is 10% of the Permit fee pursuant to this Permit. **Permittee acknowledges and agrees that the decision of the Aviation General Manager is the final and conclusive authority in these matters. City shall not be responsible for any expense or liability resulting from such stoppage or fine pursuant to this section.** Permittee understands and agrees that its operation under this Permit is a service to general public and that Permittee shall conduct its operations in a professional, efficient, courteous and accommodating manner.
30. Permittee must repair, replace or reimburse City for any damage to any City property caused by Permittee, its officers, employees, agents, authorized representatives, managers, drivers, or anyone acting under its direction or control or on its behalf. Failure of Permittee to repair, replace or reimburse City within ten (10) business days after damage to City property occurs, may result in suspension or revocation of this Permit. This provision shall not relieve Permittee of its obligations under the above-stated Indemnification provision.

31. Unless revoked by the Airport, this Permit shall terminate one year later at 11:59 pm on the same calendar day of issue. On or before the expiration of this Permit, Permittee must remove any personal property placed upon or stored at the Airport.
32. Permittees are subject to being cited by the City of Atlanta Police Department's Vehicles for Hire Division for operating without a valid year decal on their vehicles after the expiration of the decal and this Permit.
33. Permittee must maintain all licenses, certificates, permits, insurance, bonding, or other authorizations from all appropriate governmental authorities, having jurisdiction over the operation of the Permittee, which would be necessary for Permittee to operate at the Airport, in the Atlanta metropolitan area, and any other area in which Permittee operates during the term of this Permit and any subsequent renewals. Any changes, amendments or additions to these documents must be submitted to the City within twenty-four (24) hours. Failure to provide any changes, amendments or additions to the City within the prescribed period shall constitute a violation of the Permit for which the City may terminate the Permit immediately.
34. Permittee must pay all taxes, licenses, certifications, permits and examination fees, which may be assessed, levied, exacted, or imposed on Permittee's property or operations.
35. Permittee must observe, comply with, and execute the provisions of all present and future governmental laws, rules, regulations, requirements, orders and directions that may pertain to or apply to Permittee's operation at the Airport.
36. Permittee must obey the rules and regulations of the City, the Airport, and the Airport Ground Transportation Rules and Regulations (collectively "Rules"). Any violation of these rules is grounds for immediate suspension and/or revocation of this Permit. It is Permittee's responsibility to: (1) obtain the most recent version of Rules; and (2) inform all current and future employees of the Rules.
37. Violations listed in the Rules are not exclusive and may be, from time to time, amended or supplemented without notice being made directly to Permittee.
38. Permittee's vehicles shall enter the Airport only through designated public streets and access roads.
39. Permittee shall not display any signs or advertisements unless approved, in writing, by the AGM. When signage is permitted by the AGM, Permittee agrees to reimburse the City for fabrication, installation, and removal of standard signage furnished by the City.
40. If City pays any sums or incurs any obligations or expense as a result of an act or omission of Permittee, or Permittee's failure, neglect or refusal to perform or fulfill any condition or obligations contained in this Permit, Permittee must pay to City within seven (7) business days, the sums paid or expense incurred, including all interest, damages or penalties. The sums may be added as fees due pursuant to this Permit. This provision shall not relieve Permittee of its obligations under the above-stated Indemnification provision.

41. Permittee shall not transport nor dispose of Hazardous Materials on Airport property. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any State or local governmental authority or the United States Government. The term "Hazardous Materials" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste" "extremely hazardous waste," or "restricted hazardous waste," or similar term under any laws now or hereafter enacted by the United States or the State of Georgia or any political subdivision thereof, or (ii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317), or (iii) defined as a "(hazardous waste" pursuant to Section 1004 of the Federal Resources Conservation and Recovery Act, 42 U.S. C. § 6911 *et seq.* (42 U.S.C. § 903) or (iv) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S. C. § 9601 *et seq.* (42 U.S.C. §9601 *et seq.*) (42 U.S.C. § 9601).
42. Permittee hereby agrees to indemnify City from and against any breach by Permittee of the obligations stated in the immediately preceding paragraph, and agrees to defend and hold City harmless from and against any and all loss, damage, costs and/or expenses (including, without limitation, fines assessed against Permittee, City or others for whom City may be responsible, diminution in value of the Airport, damages for the loss or restriction on use of rentable or usable space or of any amenity in the Airport, and sums paid in settlement of claims, attorney fees, consultant fees, and expert fees) which arise during or after the Term as a result of such breach. This indemnification of City by Permittee also includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any Federal, State or local governmental agency or political subdivision because of Hazardous materials present in the soil or ground water which results from such breach. Without limiting the foregoing, if the presence of any Hazardous Materials in or about the premises caused or permitted by Permittee results in any contamination, Permittee shall promptly take all actions, at its sole expense, as are necessary to return the premises to the condition existing prior to the introduction of such Hazardous Material. Notwithstanding the above, the Permittee must first obtain the City's approval of such actions and the City must approve the proposed contractors.
43. **Permittee Prohibitions:** Permittee agrees that it must not:
- (a) Drive around any of the Airport terminal roadways for the purpose of soliciting business, ridership or fares.
 - (b) Park to load or unload passengers in any areas other than Permittee's designated locations.
 - (c) Fail to obey promptly any lawful command by any law enforcement officer, Ground Transportation Representative, Airport Operations Representative or other authorized representative of the City.
 - (d) Fail to provide identification, logs, or any other documents as requested by an authorized representative of City.

- (e) Solicit or attempt to solicit, persuade, urge, by words, gestures, or otherwise, any persons to use or hire a vehicle or accept transportation in a vehicle operated by Permittee while on Airport property. In addition to civil or criminal penalties that may result from violating any part of the City of Atlanta's Code of Ordinances violations or alleged violations of this nature may, in the Aviation General Manager's sole discretion, result in immediate suspension or revocation of this Permit, deactivation of transponder, and banishment from Airport property at the sole discretion of the AGM (or designee).
- (f) Solicit or accept requests from patrons for transportation to a location within the corporate limits of the City of Atlanta, or other areas served by a transportation provider that has a contract with the City to provide service to the designated area (e.g., the Central Business District). In addition to penalties that may result from violating any part of the City of Atlanta's Code of Ordinances (in particular, Section 22 - Aviation) violations or alleged violations of this nature may result in immediate suspension or revocation of this Permit and deactivation of transponders by the Aviation General Manager (or designee).
- (g) Obstruct, interfere, or harass the operation of another company.

44. Vehicles: Permittee represents and warrants that it will conduct all of its operations in accordance with the best industry practices and with safe, reliable and comfortable vehicles at all times. Permittee acknowledges and agrees that all of its vehicles authorized to operate at the Airport must comply with each of the following requirements:

- a. Painted with consistent color and graphics, and uniform in appearance, while displaying the name, telephone number and vehicle number in a permanent manner. Magnetic signs and use of a color scheme, graphics or trade dress that is similar to that which is used by the Airport are prohibited.
- b. Clean inside and out and free from any damage.
- c. Must display the authorized Airport decal affixed to the left rear bumper. No other Airport decal(s) shall be displayed on the bumper other than the current year decal.
- d. Free of any advertisement that has not been previously approved by the Aviation General Manager.
- e. Parked only in its designated area.
- f. Attended by a driver at all times, excluding limousine drivers actively meeting or assisting a pre-arranged passenger pick-up or drop-off in the domestic or international terminal in the Airport approved waiting areas.
- g. Waiting Areas: Limousine Drivers may only wait for customers only in airport approved waiting areas. Drivers may not wait in the passenger walk ways bordering the north and south baggage claim areas of the domestic terminal. Drivers may wait in baggage claim areas if they are assisting their client with baggage. Drivers waiting in unauthorized areas

will be asked relocate to approved areas.

- h. No vehicle shall wait more than twenty-five (25) minutes in its designated loading area at the Airport.
- i. All vehicle decals shall expire automatically upon the expiration or earlier termination date of this Permit. Permittee shall immediately remove all vehicle decals upon the expiration or earlier termination date of the Permit.

Failure to satisfy any of the above-captioned requirements may, in the Aviation General Manager's sole discretion, result in the driver being asked to remove the vehicle from the Airport premises immediately.

45. Drivers Permittee's Employees, Drivers and Representatives: Permittee acknowledges and agrees that it is responsible (a) for the actions of its officers, employees, drivers, managers and its authorized agents, representatives or anyone acting under its direction or control (collectively, the "Employee(s)") and (b) for informing its Employees of the rules and regulations of the Airport as the same may change from time to time.

- a. Any Employee refusing to cooperate with the police, ground transportation personnel, Airport operations personnel or any authorized City of Atlanta personnel may in the Aviation General Manager's sole discretion be barred immediately from operating at the Airport.
- b. Any Employee violating or charged with violating safety and/or security rules and regulations may be immediately barred and/or suspended from operating at the Airport.
- c. Any driver violating any federal, state, local or Airport rules or regulations may in the Aviation General Manager's sole discretion, immediately be barred from operating at the Airport.
- d. All Employees operating and/or driving Permittee's vehicle(s) must be at least 21 years of age.
- e. Before operating any vehicle at the airport, all employees must successfully pass a 10-year history background check, and transportation security administration – security threat assessment check, possess an approved airport identification badge and have a current and valid Georgia driver's license. Permittee acknowledges and agrees that it must, at its sole cost and expense, comply with (and cause its employees to comply with) any additional security checks and measures that may be implemented from time to time by federal, state, local or airport authorities.

46. Uniforms: All employees or drivers shall be dressed in clean uniforms issued by the Permittee. T-shirts, sandals, sneakers, athletic wear or jeans are not acceptable. Button-down shirts must be tucked into pants. All shirts, caps, and winter weather coats/jackets shall have the company name and logo prominently displayed. Limousine drivers must wear a chauffer's uniform or dress in professional business attire.

Employees who fail to comply with the uniform standard will be asked to leave the Airport. The

following list is a general representation of said standard:

- a. Long sleeve or short sleeve dress or polo shirt with a collar;
- b. Mid-thigh length skirt;
- c. Long pants (extending to the ankle) no jeans, shorts or skorts;
- d. Approved Airport identification badge;
- e. A jacket and/or cap may be worn (facing forward only); and
- f. Shoes (no sneakers).

47. Identification Badges – Permittee must have company issued identification badges for all of Permittee’s employees and representatives doing business at the Airport. Badges shall include a picture of the driver or representative, name of the driver or representative and the Permittee’s name. In addition, all of Permittee’s employees and representatives that have an Airport identification badge must wear such badge, in addition to Permittee’s badge, at all times and conspicuously displayed above the waist and clearly visible to the public. Permittee acknowledges and agrees that failure of any of its employees or representatives to properly display identification badging may result in an individual losing his/her badge and right to operate at the Airport.

48. Permittee understands that the Driver’s Identification Badges represent the driver’s qualifications to work under this approved permit and that:

- (a) The Driver must wear the badge at all times in a location that is visible to the public, and in a location that is above the waist and below the neck on the outermost garment.
- (b) The Aviation General Manager may suspend or revoke a driver’s Identification Badge immediately. Upon request by the Aviation General Manager (or his/her designated agent), the Driver must relinquish the Badge immediately.
- (c) Permittee’s drivers must wear a current Identification Badge, which the Permittee is responsible for renewing prior to the expiration date listed on the Badge.
- (d) The Identification Badge is not a permit. Rather, Permittee’s driver’s work at the direction of Permittee, and neither the Permittee nor the Permittee’s drivers shall have a property right in the Identification Badge or this Permit.
- (e) All drivers’ identification badges shall expire automatically upon the expiration, revocation, or termination of this Permit. Within twenty-four (24) hours of the expiration, revocation, or termination of this Permit, Permittee shall deliver all drivers’ badges to the Airport Security Office.
- (f) In addition to the other reasons set forth in this Permit, the City shall have the right to immediately deactivate and revoke a driver’s Identification Badge if the driver is:
 - 1. Afflicted with a physical or mental disease or disability that is likely to prevent the driver from exercising ordinary and reasonable control over a motor vehicle or that is likely to otherwise endanger the public health or

safety at the Airport;

2. Convicted of more than two moving traffic violations or is involved in more than two motor vehicle accidents in which it could be reasonably determined that the driver was at fault, within any twelve month period;
3. Has been indicted or been convicted of a crime in any state within the last five (5) years:
 - i. Criminal homicide offenses;
 - ii. Kidnapping;
 - iii. A sexual offense;
 - iv. An assault offense;
 - v. Burglary;
 - vi. Theft;
 - vii. Fraud;
 - viii. Public indecency and/or offenses against public morality;
 - ix. The transfer, carrying, possession or use of any weapon; and
 - x. Driving while under the influence of drugs or alcohol.

49. Permittee agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with Permittee's use of this Permit because of race, color, religion national origin, sex, sexual orientation, age, disability status, or gender identity.

50. Permittee shall use the premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A and as such Regulations may be amended. Permittee shall maintain and, upon written demand, make available to an authorized representative of the City copies of any and all agreements Permittee has made with suppliers, employees or customers, or any other agreements concerning or relating to Permittee's operations at the Airport.

51. **Miscellaneous:**

- (a) Permittee may not assign this Permit nor any rights, remedies or obligations set forth hereunder or accruing pursuant to this Permit without the prior written consent of the City and any attempt to do so shall be null and void *ab initio* and of no force or effect.
- (b) Permittee acknowledges and agrees that Permittee (nor any of its employees, staff or authorized subcontractors) shall make any public announcement, communication to the media, take any photographs or release any information concerning the City, Airport or this Permit without the prior written consent of the City.

- (c) In the event that any provision of this Permit is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Permit.
- (d) Any provision of this Permit that contemplates performance by Permittee subsequent to the expiration or earlier termination of this Permit or which must survive in order to give effect to its meaning, shall survive the expiration or earlier termination of this Permit.
- (e) The parties hereto agree that this Permit does not, expressly or implicitly, confer any rights, benefits, remedies, obligations, liabilities or claims on or to any other person other than the parties set forth herein. Except as otherwise set forth herein, all rights and remedies under this Permit are cumulative and are in addition to and not in lieu of any other remedies available in equity or under applicable law.
- (f) This Permit contains the entire agreement of the parties with respect to the matters set forth herein. This Permit supersedes all previous communications, representations, understandings or agreements, whether oral or written, between the parties with respect to the matters set forth herein. This Permit may not be amended or modified except by written agreement executed by each party hereto, except to the extent the City is authorized under applicable law or pursuant to this Permit to issue unilateral change documents. PERMITTEE MAY NOT UNILATERALLY AMEND OR MODIFY THIS PERMIT.
- (g) This Permit shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its choice of law principals. The parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia and irrevocably agree that all actions or proceedings relating to this Permit will be litigated in such courts. Each party hereto waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

52. Georgia Open Records Act: Information provided to the City is subject to disclosure under the Georgia Open Records Act (“GORA”). Pursuant to O.C.G.A. § 50-18-72(a)(34), “[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]”

53. Equal Employment Opportunity (EEO) Policy: The City’s Equal Employment Opportunity Policy as set forth in Code Sections 2-1200 and 2-1414.

54. Anti-Kickback Policy: The City’s prohibition against kickbacks and gratuities as set forth in Code Section 2-1484(d), which states:

The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- (a) It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- (b) It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- (c) It is also unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

55. **Ethics Policy:** The City's Ethics in Public Contracting Policy as set forth in Code Sections 2-1481 through 2-1490.

56. **Conflicts of Interest Policy:** The City's Conflicts of Interest Policy as set forth in Code Section 2-1482.

57. **Predatory Lending Policy:** The City's Prohibition against Predatory Lending as set forth in Code Section 2-1213, which states:

By signing below, the Contractor, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is the Contractor an affiliate of a predatory lender or a high cost lender, as defined by City of Atlanta Code Section 58-102. The undersigned Contractor, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Contractor.

*NOTE: For purposes of this Section 56, the term 'Contractor' shall mean the Permittee hereunder.

58. **Non-Discrimination Policy:** The City's Business Non-Discrimination Policy is set forth as Code Sections 2-1358 and 2-1387.

59. **Non-discrimination Certificates:** By the execution of this Agreement, Permittee certifies as follows:

The services covered by this Agreement will not discriminate in any way in connection with this Agreement against any employee or applicant for employment because of race, color, religion, sex, national origin or physical handicap, and Permittee will take affirmative action to insure that applicants are employed, and those employees are treated during employment without regard to their race, color, religion, sex, national origin or physical handicap. Permittee shall state in all advertisements and solicitations that it is an equal employment opportunity employer.

60. USDOT Non-discrimination Ordinance: This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart F. Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, religion, national origin, sex or physical handicap in connection with the award or performance of any agreement covered by 49 CFR part 23, subpart F. Permittee agrees to include the above statements in any subcontracts or subsequent agreements that it enters into and cause those businesses to similarly include the statements in subsequent agreements.

61. Public Use and Federal Grants:

- (a) To the best of Permittee's knowledge, the physical locations/booths made available for Permittee's use are subject to the terms of those certain sponsor's assurances made to guarantee the public use of the Airport as incidental to grant agreements between City of Atlanta and the United States of America, as amended. City and Permittee represent that none of the provisions of this Agreement violate any of the provisions of the Sponsor's Assurance Agreement.
- (b) It is further covenanted and agreed that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- (c) Permittee for itself, its subcontractors, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities; (2) in the construction of any improvements on, over, or under physical locations/booths made available for Permittee's use and the furnishings 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; (3) Permittee shall use the physical locations/booths made available for Permittee's use in compliance with all other requirements imposed by or pursuant to the Code of Federal Regulations for the Department of Transportation at Title 49, Subtitle A, Office of the Secretary of Transportation, Part 21, titled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964", and as said regulations may be amended; and (4) in the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement thereon, and hold the same as if this Agreement had never been made or issued. Provision (4) shall not be effective until the procedures

of 49 CFR Subtitle A, Part 21 are followed and completed, including the exercise or expiration of appeal rights.

- 62. City's Intellectual Property:** Permittee acknowledges and agrees that the City has the sole right, title and interest in and to all of the City's copyrights, trademarks (registered or unregistered), trade dress, logos and other intellectual property ("City's Intellectual Property"). Permittee shall not, directly or indirectly, use, exploit, acquire, obtain or claim any copyright, trademark or other interest in or to any of the City's Intellectual Property, without prior written approval of the Aviation General Manager, which may be granted or denied in his/her sole discretion. A violation of this Section is a breach of this Permit.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

63. All notices require or permitted to be given under this Permit shall in writing and sent to each respective party at the address set forth below. Any notice shall be deemed delivered (i) immediately when sent by hand or by courier, (ii) one (1) day after the date of mailing if sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service) with a signature of receipt, or (iii) three (3) days after the date of mailing if sent by U. S. registered or certified mail with return receipt requested and all postage pre-paid. Either party may change its notice in accordance with this Section.

IF TO CITY:

City of Atlanta
Department of Aviation
6000 N. Terminal Parkway
Post Office Box 20509
Atlanta, GA 30320
Attn: Aviation General Manager

IF TO PERMITTEE:

Attn: _____
Email address: _____

64. By signing this permit, the company and its representatives agree to be bounded by the terms and conditions contained or incorporated herein by this reference; the rules and regulations of the Airport's Ground Transportation Division, the City of Atlanta Code of Ordinances, and all such rules and regulations that may be created by the Aviation General Manager or his designee during the terms of this Permit.

EXHIBIT A

INSURANCE & BONDING REQUIREMENTS

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by Permittee. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit A and applicable to the Permit.**

1. Evidence of Insurance Required Before Work Begins

No work under the Permit may be commenced until all insurance and bonding requirements contained in this Exhibit A, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Permittee must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Permittee has complied with all insurance and bonding requirements set forth in this Exhibit A and applicable to the agreement. If the Permittee is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. At the time Permittee submits to City its executed Permit, Permittee must satisfy all insurance and bonding requirements required by this Exhibit A and applicable by law, and provide the required written documentation to City evidencing such compliance.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit A must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Permittee to City certifying that all insurance and bonding requirements set forth in this Exhibit A and applicable to the Permit have been unconditionally satisfied.

Companies providing insurance or bonds under the Permit must meet the following requirements:

- (i) Best's Rating not less than A-
- (ii) Best's Financial Size Category not less than Class VII,
- (iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
- (iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company, if applicable.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Permittee in writing. Permittee must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Permittee's failure to comply with all insurance and bonding requirements set forth in this Exhibit A and applicable to the Permit will not relieve Permittee from any liability under the Permit. Permittee's obligations to comply with all insurance and bonding requirements set forth in Exhibit A and applicable to the Permit shall not be construed or interpreted to conflict with or limit Permittee's indemnification obligations under the Permit.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Exhibit A must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Permittee must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (2) days of any notices received from any insurance carriers providing insurance coverage under the Permit and Exhibit A that concern the proposed cancellation, suspension or termination of coverage.

City of Atlanta
c/o - Enterprise Risk Management
68 Mitchell St., Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

City of Atlanta
Department of Aviation – Risk Management
6000 North Terminal Parkway, Suite 4000
Atlanta, GA 30320
Facsimile No. (404)765-1601

City of Atlanta
Department of Aviation – Ground Transportation
6000 North Terminal Parkway, Suite 4000
Atlanta, GA 30320
Facsimile No. 404-762-3561

Confirmation of any mailed notices must be evidenced by signed return receipts of registered or certified mail delivered by the U.S. Postal Service.

Permittee shall provide the City with evidence of required insurance prior to the commencement of the Permit, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as authorized representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the companies for the agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **(a) Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303, (b) City of Atlanta, Department of Aviation – Risk Management, 6000 North Terminal Parkway, Suite 4000, Atlanta, GA 30320 and (c) City of Atlanta, Department of Aviation – Ground Transportation, 6000 North Terminal Parkway, Suite 4000, Atlanta, GA 30320**

7. Project Number & Name

The Permit number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements – Form CG 20 26 07 04 or their carrier equivalent

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the state of Georgia. A copy of the Additional Insured Endorsement or its equivalent must be forwarded to the Risk Management Department as soon as practicable but in no event more than ten (10) days after the inception date of the contract.

9. Mandatory Sub-Contractor/Consultant Compliance

Permittee must require and ensure that all subcontractor, consultants, sub-consultants, licensees and/or assignees at all tiers to be sufficiently insured/bonded.

10. Self-Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Permittee.

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Permittee must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement:

Workers' Compensation

Statutory

Employer's Liability:

Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

Permittee must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- Additional Insured Endorsement* (primary & non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta
- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/Subcontractor/Consultants
- Products – Completed Operations

D. Commercial Automobile Liability Insurance

Permittee must procure and maintain Automobile Liability Insurance in an amount not less than **\$450,000** for Bodily Injury and Property Damage combined single limit for limousines with a capacity of 12 passengers or less. Permittee must procure and maintain Automobile Liability Insurance in an amount not less than **\$650,000** for Bodily Injury and Property Damage combined single limit for limousines with a capacity for more than 12 passengers. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Permittee does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Permittee's personal automobile policy or the Commercial General Liability coverage required under this Exhibit A.

In addition and in accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the Airport must be covered by an automobile liability policy in the minimum amount of **ten million (\$10,000,000)** combined single limit for personal injury and property damage. The \$10,000,000 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.

EXHIBIT B
Central Business District Map

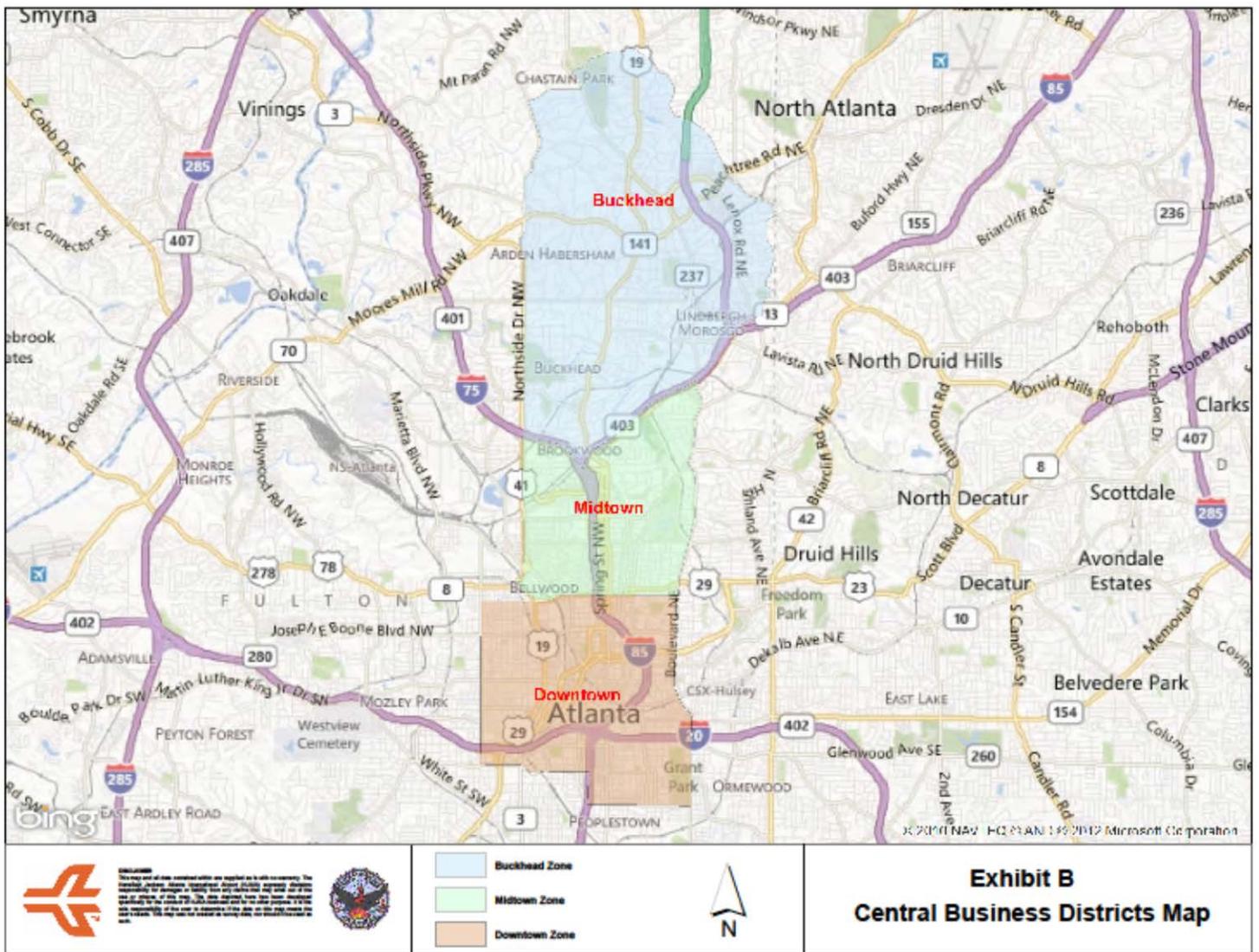


EXHIBIT C

GROUND TRANSPORTATION FLEET LOG

GROUND TRANSPORTATION AUTHORIZED VEHICLE LIST



INSTRUCTIONS:
 Enter vehicle information on form. Print additional sheets for more vehicles if needed. Physically verify current AVI Tag numbers to ensure billing accuracy.
 Before submitting the completed form to Ground Transportation, save the completed form(s) for your company records.
 A current *Acord* Certificate of Liability Insurance showing vehicles are covered with correct amounts must be submitted with this form.

DATE:		COMPANY NAME:							
Qty.	Fleet #	Vehicle Year	Vehicle Make	Vehicle Model	Vehicle Color	Vehicle VIN	License Plate #	Seat Capacity	AVI Tag # (Enter last 8 Characters of bottom #) Leave Blank if unassigned
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

Sample Page

By submitting this form you certify that the information submitted is true and correct and that all vehicles listed are in compliance with all aspects of the HJAIA Ground Transportation Program, including but not limited to appearance, markings, maintenance, and insurance requirements.

**EXHIBIT D
GROUND TRANSPORTATION DRIVER LOG**

INSTRUCTIONS:
Enter drivers' information. Before submitting the completed form to Ground Transportation, save a copy for your company records.

DATE:

COMPANY NAME:

Qty.	DRIVER	DRIVER'S LICENSE NUMBER	STATE LICENSE ISSUED	DATE OF BIRTH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
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19				
20				

Sample Page

By submitting this form you certify that the information submitted is true and correct and that the active drivers listed are in compliance with all aspects of the HJAIA Ground Transportation Program, including but not limited to training and insurance requirements.