

**GRAND JUNCTION REGIONAL AIRPORT
COMMERCIAL GROUND TRANSPORTATION
BUSINESS PERMIT**

THIS PERMIT AGREEMENT, made and entered into this ___ day of _____, 202_, by and between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY hereinafter referred to as “Airport,” and _____, hereinafter referred to as the “Permittee”

RECITALS

WHEREAS, the Airport, has the authority and power to grant permits for the use of Airport facilities by commercial ground transportation businesses; and

WHEREAS, Permittee is a Commercial Ground Transportation Business as defined in Article V, Rules and Regulations.

WHEREAS, Permittee has submitted an application for a Commercial Ground Transportation Business Permit which is satisfactory to the Airport,

NOW THEREFORE, the Airport hereby issues this permit, and by signing this permit Permittee agrees to abide by all the provisions hereof.

ARTICLE I
TERM

1.01 This permit shall automatically renew for 12-month periods (each, a “Renewal Term”) starting on January 1, unless either party declines such a Renewal Term by providing the other party with sixty (60)-days notice prior to the expiration date.

ARTICLE II
PRIVILEGES

2.01 Permittee is authorized to operate its vehicles on public roadways on Airport property by the most direct authorized route to pick-up and drop-off its customers at designated locations at the Airport.

2.02 Permittee agrees that it will not have an office or station at the terminal area of the Airport or have an office or station at the Airport or other leasehold sites of the Airport without an approved rental agreement with the Airport.

2.03 Permittee will load and unload its customers only in zones designated by the Airport for such purposes. Permittee will not park its commercial ground transportation vehicles on Airport property except for loading and unloading.

2.04 Permittee shall operate at the Airport in a safe, clean, and orderly fashion.

ARTICLE III
FEE

3.01 Permittees providing ground transportation shall pay to the Airport on a per trip basis in accordance with the current published rates and charges.

Invoices will be sent on a quarterly basis, and payments shall be due within 30 days of the invoice date.

3.02 Permittee's failure to pay the prescribed rates and charges or to provide the statements and reports required in connection with rates and charges shall be considered a breach of this agreement, subject to notice and cure, pursuant to article 6 herein. It is further agreed by the parties that a service charge in the amount of up to fifteen (15) percent per month may be added to any balance due and owing by permittee for a period of thirty (30) days or more.

3.03 Permittee is required to purchase an AVI ("Automatic Vehicle Identification") transponder for all vehicles that will be operating at the Airport, not to exceed \$50 cost to Permittee.

3.04 In the event Permittee delivers a check or draft to the Airport in payment of any obligation arising under this permit, which is returned for lack of sufficient funds in Permittee's account or draft to the Airport, Permittee shall incur a service charge of twenty-five dollars (\$25.00) or five percent (5%) of the face amount of such check, whichever is greater.

ARTICLE IV
INSURANCE AND INDEMNIFICATION

4.01 Permittee shall procure, at its own expense, and file with the Airport a personal injury and public liability insurance policy, or a certificate thereof, in the amounts required by the Colorado Public Utilities Commission or in the amounts required by the Interstate Commerce Commission, whichever agency issues the operating authority to Permittee.

Such insurance as required above shall cover all automobiles owned, leased, rented, or otherwise used by or on behalf of the Permittee at the Airport as required by Colorado state law, and such insurance shall carry an endorsement naming the Grand Junction Regional Airport Authority as an additional insured.

4.02 All insurance policies required above shall be issued by companies authorized or eligible to do business within Colorado and under the laws of the State of Colorado.

4.03 The Permittee shall furnish certificates of insurance to the Airport, which shall clearly indicate that Permittee has obtained insurance in the type, amount and classifications as required for the strict compliance with this article prior to conducting any operations at the Airport or on Airport property. No material reduction or cancellation of the insurance shall be effective without ten (10) days prior written notice to the Airport.

4.04 Compliance with the foregoing requirements shall not relieve the Permittee of its liability under any other portion of this permit.

4.05 The Permittee (including its officers, members, directors, employees, agents, representatives, and subcontractors) shall protect, defend, indemnify and hold the Airport, and their respective commissioners, council members, directors, agents, representatives, and employees (collectively referred to as the "Indemnitees") harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury of any nature, or death of any person or damage to any property, including any injury or loss of third parties, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert witness fees), arising out of or incident to this Agreement or the acts or omissions of the Permittee, its officers, members, directors, agents, employees, representatives, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur arising out of or incident to this Agreement. Permittee shall give the Airport reasonable notice of any such claims or actions.

Notwithstanding the foregoing, nothing contained herein shall be construed as a waiver by the Airport, of their rights and immunities under the Colorado Governmental Immunity Act, as that Act may be amended from time to time.

Permittee, in respect of the risks and liabilities intended by the Parties to be assumed by Permittee hereunder, agrees that the insurance it provides will have no right of recovery or subrogation against Airport, and that Permittee's insurance shall be primarily liable for any and all losses, without regard to and without any right of contribution from any insurance maintained by Airport.

The provisions of this section shall survive the expiration or early termination of this Agreement and Permittee's obligations hereunder shall remain effective notwithstanding such termination or expiration with respect to any loss, injury or damage enumerated within this section for which Permittee has an obligation of indemnification, irrespective of whether the notice or claim is initiated prior to or subsequent to expiration of this Agreement or Permittee's termination hereunder. Nothing herein shall be construed as extending or modifying the statute of limitations pertaining to such claim under applicable law.

4.06 Nothing contained herein shall be deemed to grant any permission to operate a vehicle at the Airport that is otherwise required to obtain permits, licensing, or other approval of any local, state, or federal entity with jurisdiction or to in any way waive or limit any such requirement

ARTICLE V
RULES AND REGULATIONS

5.01 Permittee shall conform to and obey all applicable state and municipal laws and ordinances, and shall abide by all minimum standards, rules, regulations, and resolutions prescribed by the Airport. The Grand Junction Regional Airport Authority has established commercial ground transportation vehicle operating procedures for all companies operating at the Grand Junction Regional Airport carrying passengers for hire. These operating procedures are to ensure that ground transportation service is fair and consistent among providers. The Airport's goal is to ensure that the public has access to the safest and most convenient passenger movement, consistent with the requirements of the Colorado Public Utilities Commission (PUC).

Commercial ground transportation vehicle operators are required to abide by the commercial ground transportation vehicle operating procedures. Commercial ground transportation vehicle operators are subject to on-site supervision and direction by any personnel designated by the Executive Director (Director). Any person who violates these operating procedures will, at the discretion of the Director or his authorized representative, be denied use of the Airport and its facilities.

The commercial ground transportation vehicle operating procedures contained herein supersede and cancel all other previous commercial ground transportation vehicle operating rules and regulations set forth by the Airport and its facilities.

5.02 Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the terms used in these Rules and Regulations shall have the following definitions:

Airport — shall mean the Grand Junction Regional Airport. The term shall also mean all improvements and appurtenances contained thereon.

Bus Operator — shall mean a commercial vehicle specifically for "shared ride" service, for hire, used for single or multiple passenger pickups (greater than 15-person capacity) for one or more destinations, which is permitted by the PUC as a common carrier.

Commercial Ground Transportation Business – shall mean a for-hire business in which fares are charged for ground transportation from one location to another. The descriptions of Limousines, Taxis, Courtesy Vehicles, Bus Operator, TNC, & Van/Shuttles shall all fall into this category.

Commercial Ground Transportation Business Permit — shall mean an authorization by the Airport to conduct commercial ground transportation activities at the Airport.

Courtesy Vehicle — shall mean commercial vehicles operated to and from the Airport terminal, specifically for the transportation and convenience of their patrons or prospective patrons, for which no compensation is rendered (i.e. hotels, motels, etc.)

Limousine — shall mean any vehicle that carries persons for hire holding a Luxury Limousine Permit from the PUC

Non-Tenant Car Rental — shall mean any individual or company engaged in the business of renting or leasing passenger vehicles to the general public and does not have a concession agreement in effect with the Airport. The operation of shuttle vehicles shall be governed by these rules and regulations: however, non-tenant car rental organizations must comply with all provisions of the Agreement for Non-Tenant Rental Car Operations.

Solicitation or "to solicit" — shall mean to directly or indirectly, actively or passively, openly or subtly, as (or endeavor to obtain by asking) requests, implore, plead for, importune, seek or try to obtain.

Taxicab or "Taxi" — shall mean any vehicle that carries persons for fare, determined by a meter, and that is appropriately licensed to provide taxi service by the PUC.

Transportation Network Company or "TNC" — shall mean a TNC that connects paying passengers with drivers who provide the transportation on their own non-commercial vehicles. All parties connect to the service via website, mobile apps, telephone/cellular telephone, and/or text messaging.

Transportation Network Company Driver or "TNC Driver" – shall mean an individual who uses his or her personal vehicle to provide services for riders matched through a transportation network company's digital network.

Van/Shuttle — shall mean a commercial vehicle specifically for "shared ride" service, for hire, used for single or multiple passenger pickups (up to 15 vehicle capacity) for one or more destinations, which is permitted by the PUC as a common carrier.

Walker Field Drive — shall mean the roadway circling the main public parking lot and passing in front of the terminal building.

5.03 All commercial ground transportation vehicles and TNC vehicles serving the Airport shall be of high quality, properly maintained in an excellent state of repair and operated in a clean, safe, and businesslike manner. Vehicles shall be maintained in a clean, undamaged condition and present a favorable appearance as a representative of the Airport.

5.04 The Permittee shall comply with all applicable local, state, and federal regulations and shall abide by the Rules and Regulations of the Airport as are now in effect, or that may be promulgated from time to time, including but not limited to the utilization of loading zones, commercial vehicle zones and other such traffic control arrangements as designated by the Airport Director and/or the Airport.

The Permittee shall pay all taxes, fees, licenses, and moneys required by the Federal, state, or local governments for its operations at the Airport.

The Permittee shall maintain and operate its service in compliance with all applicable requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, and Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation — Effectuation of Title 6 of the Civil Rights Act of 1964, as said regulations may be amended.

5.05 Permittees who are awaiting passengers who have reserved ground transportation may await their passengers and display a handheld sign with the name of the customer. If Permittee's vehicle is unattended while a driver is awaiting passengers, said vehicle must be parked in the main parking lot south of the terminal facility. Under no circumstances may any vehicle be left unattended.

5.06 No signs, posters or similar devices shall be erected, displayed, or maintained by the Permittee on Airport premises without prior written approval of the Airport.

Solicitation of business in any manner whatsoever upon Airport property is strictly prohibited except by advertising signage as permitted above.

All commercial ground transportation companies engaged in transporting passengers for hire from the Airport must obtain a permit issued by the Airport.

The Airport Director and/or the Airport shall have the right to restrict drivers from operating at the Airport who do not comply with Airport Rules and Regulations or orders from responsible law enforcement officers who have jurisdiction within the boundaries of the Airport.

Any disputes between operators or grievances resulting from the enforcement of these regulations shall be filed, in writing, to the Airport Authority who shall respond to the operator within 30 days indicating the proposed action to resolve the dispute or grievance. In the event the dispute or grievance is not resolved to the operator's satisfaction, operator may present their grievance to the Board of Commissioners at a regular monthly meeting. The ruling by the Board of Commissioners shall be final.

ARTICLE VI **TERMINATION**

6.01 The Airport shall have the right, after fourteen (14) calendar days written notice sent by registered mail, return receipt requested, to Permittee informing of a default, to terminate this permit whenever the non-payment of any sum or sums due hereunder continues for a period of ten (10) calendar days after the due date for such payments; provided however, that such termination shall not be effective if Permittee makes the required payment during the fourteen (14) calendar day period following receipt of the written notice.

6.02 The Airport shall also have the right to terminate this permit after thirty (30) days written notice sent by registered mail to Permittee of the occurrence of any one or more of the following, unless same shall have been corrected within such period:

- a. Conducting on Airport premises any business or performing any acts not specifically authorized herein.
- b. Violation of or non-performance of any other covenant of this permit, unless Permittee has demonstrated to the satisfaction of the Airport that it has and continues to make a bona fide effort to remedy such violation or non-performance.

