



**1200 Red Cleveland Blvd
Sanford, Florida 32773**



**Ground Transportation
Pre-Arranged Permit
January 1, 2021 – December 31, 2021**

ORLANDO SANFORD INTERNATIONAL AIRPORT

GROUND TRANSPORTATION AGREEMENT

(Excluding Taxicabs)

THIS GROUND TRANSPORTATION AGREEMENT (this “**Agreement**”), is made and entered into as of _____, 2021, by and between the **SANFORD AIRPORT AUTHORITY** (the “**Authority**”), and _____ (the “**Permittee**” or “**TNC**”). The Authority and Permittee or TNC are sometimes individually referred hereafter as “**Party**,” or collectively as the “**Parties**.”

W I T N E S S E T H:

WHEREAS, Permittee represents that it is a properly licensed ground transportation business and wishes to deliver airline passengers and pick-up pre-reserved airline passengers at the Orlando Sanford International Airport (the “**Airport**”); and

WHEREAS, the Authority has the right and obligation to require Agreements and use fees from those who wish to engage in a commercial business on Airport property as provided in Chapter 71-924, Laws of Florida; and

WHEREAS, the Authority considers this a living document and over time and based on changes in the Airport this document may be revised as necessary.

NOW, THEREFORE, the Authority hereby issues this Agreement (the “**Permit**”), and by signing this Agreement, Permittee shall abide by all provisions hereof.

ARTICLE 1

TERM; REGISTRATION; CHECK LIST

1.1 Term. This Agreement shall be effective as of the last date signed by each Party through and until December 31st of the year of this Agreement date for all transportation companies. Any new ground transportation company that desires to purchase a permit to do business at the Airport after June 30 of the year of this Agreement, will be required to pay only three quarters (3/4) of the listed fee for each vehicle’s privilege to operate. Any new ground transportation company that desires to purchase a permit to do business at the Airport after September 30 of the year of this Agreement, will be required to pay only one-half (1/2) of the listed fee for each vehicle’s privilege to operate. Either Party may terminate this Agreement without cause at any time by giving (30) thirty day’s advance written notice to the other Party. If the Authority terminates this Agreement without cause, the Permittee shall be repaid a prorated portion of the Agreement Fee (*defined below*) adjusted monthly. The Authority may terminate this Agreement immediately upon violation by Permittee of the Authority’s Rules and Regulations as set forth below and listed in the attached **Exhibit 2.2.10**.

1.2 Registration and Checklist. The Permittee/TNC shall add all relevant information as provided on the attached Ground Transportation Pre-Arranged Permit registration form, attached hereto as **Exhibit 1.2**, and submit the completed form to the Authority Director of Operations, along with a signed copy of this Agreement. In addition, Permittee/TNC shall comply with, and provide to the Authority the items listed in the attached Ground Transportation Checklist, also attached hereto as **Exhibit 1.2**.

ARTICLE 2

DEFINITIONS

2.1 Vehicle Definitions.

2.1.1 **“Class I Vehicle”** shall mean any licensed car for hire, or other chauffeur-driven metered or unmetered vehicle having a maximum seating capacity of six (6) passengers or less, including the driver, engaged in the general transportation of persons and their baggage to and from the Airport and receiving compensation either directly from the passenger or indirectly from a tour operator, rental car company, shopping center or tourist attraction (excluding hotels) and not operated on a fixed route.

2.1.2 **“Class II Vehicle”** shall mean any licensed chauffeur-driven metered or unmetered vehicle having a maximum seating capacity between seven (7) and fifteen (15) passengers including the driver, engaged in the general transportation of persons and baggage to and from the Airport, and receiving compensation either directly from the passenger or indirectly from a tour operator, rental car company, shopping center or tourist attraction (excluding hotels) and not operated on a fixed route. Driver must hold a Class D driver license if vehicle is more than 8,000 lbs. GVWR (Gross Vehicle Weight Rating).

2.1.3 **“Class III Vehicle”** shall mean any licensed chauffeur-driven unmetered passenger vehicle having a maximum seating capacity of sixteen (16) passengers or more including the driver, engaged in the general transportation of persons and baggage to and from the Airport, and receiving compensation either directly from the passenger or indirectly from a tour operator, rental car company, shopping center or tourist attraction (excluding hotels) and not operated on a fixed route. Driver must hold a Class D driver license if vehicle is more than 8,000 lbs. (GVWR)

2.1.4 **“Class IV Vehicle”** shall mean any licensed chauffeur-driven unmetered vehicle of any size which is provided by a hotel, motel, condo association, residential community or similar off-airport business for the sole purpose of providing courtesy or complimentary service or escort from the Airport for which no compensation is received from the passenger or indirect payment made to or received from a rental car company, shopping center, tourist attraction, residential property or consortium of similar business. Providers of transportation associated with offsite car rental companies must have a current, signed concession agreement with Orlando Sanford International, Inc (OSI) and/or one of its subsidiaries in order to obtain a permit.

2.2 Other Definitions.

2.2.1 **“Assigned Passenger Pick-up & Drop-off Areas”** shall mean **Exhibit 2.2.1** and any amendments thereto.

2.2.2 **“Authority”** shall mean Sanford Airport Authority.

2.2.3 **“Arrivals Meet & Greet Area”** is comprised only of the area located within the immediate vicinity of the escalators. This excludes any portion of the Baggage Claim areas.

2.2.4 **“Driver”** shall mean any person operating a vehicle for hire, regardless of whether or not such person is operating the vehicle with a valid driver’s Agreement.

2.2.5 **“Gross Vehicle Weight Rating (GVWR)”** is the total weight of the vehicle as designated by the manufacturer.

2.2.6 **“Ground Transportation Coordinator”** shall mean a person empowered by the Authority to supervise and control Commercial vehicle activities, to aid the enforcement of the Rules and Regulations and to assist the traveling public in utilizing ground transportation services.

2.2.7 **“International Meet & Greet Area”** is in the Welcome Center and is comprised only of the area located directly across from the Customs exit. This excludes all indoor areas of the Welcome Center and any area in front of any other Ground Transportation Company offices.

2.2.8 “**License**” shall mean a valid occupational license issued by the City of Sanford, and any other licenses required for transacting ground transportation at the Airport.

2.2.9 “**NOV**” is Notice of Violation prepared by an Operations Supervisor or Ground Transportation Manager at or around any time of an incident that the Ground Transportation Coordinator believes constitutes a violation of these Rules and Regulations.

2.2.10 “**Permittee**” shall mean a licensed ground transportation business but in no event shall include a TNC.

2.2.11 “**Rules & Regulations**” shall mean **Exhibit 2.2.10** attached, and any amendments thereto.

2.2.12 “**Shuttle**” shall mean a motor vehicle with a seating capacity of seven or more passengers engaged in the business of carrying passengers for hire or offering to carry passengers for hire. Any vehicle qualifying as a shuttle shall operate only on a route with fixed stop locations by contract only. Each shuttle company shall establish and maintain a fixed base of operations on airport property

2.2.13 “**Taxi**” shall only mean those vehicles that operate under the Orlando Sanford International Airport, Agreement for Operation of Taxicab Services, with Yellow Cab Company of Orlando, Inc. d/b/a Mears Transportation Group. This is a Taxicab Concession awarded to Mears Transportation Group on May 1, 2012.

2.2.14 “**TNC**” shall mean Transportation Network Company, as defined in Section 627.748(e), Florida Statutes.

2.2.15 “**TNC Driver**” shall mean Transportation Network Company driver, as defined in Section 627.748(f), Florida Statutes.

2.2.16 “**TNC Vehicle**” shall mean Transportation Network Company vehicle, as defined in Section 627.748(g), Florida Statutes.

2.2.17 “**Vehicle for Hire**” shall mean any motor vehicle engaged in the business of transporting passengers to or from the Airport for compensation.

ARTICLE 3

AUTHORIZED SERVICES

This Agreement shall authorize Permittee to provide Class I, II, III or IV vehicles or operate as a TNC using TNC Vehicles to pick-up and drop-off pre-reserved or pre-arranged passengers and their baggage from designated landside areas of the Airport terminal area. Permittee shall be specifically prohibited from cruising Airport property without a customer and may not initiate any verbal or mechanical solicitation of business at the Airport. **Permittee shall be required to remain with Permittee’s vehicle at all times while on Airport property unless the Permittee is in one of the designated meet and greet areas.**

The Permittee shall conduct its operations in a first-class manner and shall maintain a License for the operation of its ground transportation business, including properly licensed drivers. Permittee, by signing this Agreement, agrees to abide by the Airport’s Rules and Regulations included in **Exhibit 2.2.10** and any amendments to it. The Authority reserves the right to revise the Rules and Regulations from time to time, and Permittee agrees to abide by any revisions or interpretations promulgated by the Sanford Airport Authority.

Permittee is authorized to operate its vehicles on public roadways on Airport property by the most direct authorized route to pick-up or deliver pre-arranged customers at the Airport terminal in areas designated by the Sanford Airport Authority, subject to the Airport’s Rules and Regulations.

The Permittee’s employees shall be clean, courteous, efficient, and neat in appearance and possess proper identification. It shall be the duty of the Permittee to maintain close monitoring of its employees to ensure a consistent and first-class standard of service to the public at all times. The Permittee shall take remedial action against any employee

whose conduct is determined by the Authority to be detrimental to the interests of the Authority and its duty to the air traveling public.

The drop-off of any passengers at this Airport does not require any agreement with the Authority.

ARTICLE 4

FEES

For the privilege to operate under this Agreement at the Airport until the 31st day of December of the year of this Agreement, the Permittee shall pay to the Authority a non-refundable Agreement fee for each class of vehicle that it operates on the Airport as follows:

Class I Vehicles	<u>\$200.00 for the Vehicle Permit</u> for vehicle departures from the landside (south side) section of the Airport terminal regardless of the number of passengers in the vehicle. (1 to 6 Passengers)
Class II Vehicles	<u>\$250.00 for the Vehicle Permit</u> for vehicle departures from the landside (south side) section of the Airport terminal regardless of the number of passengers in the vehicle. (7 to 15 Passengers) Each driver is required to procure and maintain a Class D driver license if vehicle is more than 8ft.wide and/or 8,000 lbs. GVWR.
Class III Vehicles	<u>\$300.00 for the Vehicle Permit</u> for vehicle departures from the landside (south side) section of the Airport terminal, regardless of the number of passengers in the vehicle. (16 and above passengers) Each driver is required to procure and maintain a Class D driver license if vehicle is more than 8ft.wide and/or 8,000 lbs. GVWR.
Class IV Vehicles	<u>\$125.00 for the Vehicle Permit</u> for vehicle departures from the landside (south side) section of the Airport terminal. Driver is required to procure and maintain a Class D driver license if vehicle is more than 8ft.wide and/or 8,000 lbs. GVWR.

Fleet Rate Fees

Class I Vehicles	<u>\$4,000 for the entire fleet</u> for vehicle departures from the landside (south side) section of the Airport terminal regardless of the number of passengers in the vehicle. (1 to 6 Passengers)
Class II Vehicles	<u>\$5,000.00 for the entire fleet</u> for vehicle departures from the landside (south side) section of the Airport terminal regardless of the number of passengers in the vehicle. (7 to 15 Passengers)
Class III Vehicles	<u>\$6,000.00 for the entire fleet</u> for vehicle departures from the landside (south side) section of the Airport terminal, regardless of the number of passengers in the vehicle. (16 and above passengers)

Fees for Providers that Lease Space and/or Have Airline Contracts

All transportation providers in this category must have a concession contract with OSI and/or their subsidiaries.

Single Permit Fees

For the privilege to operate under this Agreement at the Airport until the 31st day of December 2021, permittees who lease space from Airports Worldwide and/or their subsidiaries, and/or have a contract with an airline that operates from the Orlando Sanford International Airport, shall pay to the Authority a non-refundable Agreement fee for each class of vehicle that it operates on the Airport as follows:

Class I Vehicles	<u>\$125.00 for the Vehicle Permit</u> for vehicle departures from the landside (south side) section of the Airport terminal regardless of the number of passengers in the vehicle. (1 to 6 Passengers)
Class II Vehicles	<u>\$150.00 for the Vehicle Permit</u> for vehicle departures from the landside (south side) section of the Airport terminal regardless of the number of passengers in the vehicle. (7 to 15 Passengers) Each

driver is required to procure and maintain a Class D driver license if vehicle is more than 8 ft. wide and/or 8,000 lbs. GVWR.

Class III Vehicles \$200.00 for the Vehicle Permit for vehicle departures from the landside (south side) section of the Airport terminal, regardless of the number of passengers in the vehicle. (16 and above passengers) Each driver is required to procure and maintain a Class D driver license if vehicle is more than 8 ft. wide and/or 8,000 lbs. GVWR.

Fleet Rate Fees

Class I Vehicles \$2,500.00 for the entire fleet for vehicle departures from the landside (south side) section of the Airport terminal regardless of the number of passengers in the vehicle. (1 to 6 Passengers)

Class II Vehicles \$3,000.00 for the entire fleet for vehicle departures from the landside (south side) section of the Airport terminal regardless of the number of passengers in the vehicle. (7 to 15 Passengers)

Class III Vehicles \$4,000.00 for the entire fleet for vehicle departures from the landside (south side) section of the Airport terminal, regardless of the number of passengers in the vehicle. (16 and above passengers)

In the event that an unpermitted Class III vehicle is hired to pick up passengers from delayed or cancelled flights, a fee of \$25.00 will be due to the airport at the time of the pickup. These types of pickups will not count towards the two one-time pickups allowed per year and the fee may not be applied towards the cost of an annual permit.

Contracted operators who make pick-ups on other areas of Airport property, including direct passenger pick-ups of tour groups directly at the aircraft, shall not be assessed a vehicle departure charge regardless of class.

The Agreement Fee must be paid to the Authority for each permitted vehicle to be used at the Airport prior to the issuance of this Agreement. Each permitted vehicle shall be issued and must display a current permit decal to be located on the right side of the front windshield or other area as may be authorized by the Sanford Airport Authority. Annual permit decals are not required for fleet rate transportation companies.

Permittee is required to submit an original or true notarized copy of the Certificate of Inspection signed by the mechanic from one of the locations detailed in **Exhibit 4 (Transportation for Hire Inspection Locations)**. The Airport Authority will make copies and return any originals to the company.

No permits will be issued to any company until any and all outstanding fees due to the Sanford Airport Authority have been paid in full.

Ground Transportation providers or driver/employees or any other entity or person who attempt to operate directly or indirectly through another party without the appropriate Agreements or licenses or in violation of Airport Rules and Regulations may have Agreement privileges suspended or revoked and/or may be trespassed from the Airport property.

The Authority retains the right to review all fees, charges and rates as established by Permittee. If the Authority objects to the amounts charged by Permittee and the Permittee fail to adjust its charges, the Authority may terminate this Agreement as specified in **Article 15 (Termination)**.

ARTICLE 5 **TRANSPORTATION NETWORK COMPANIES**

5.1 As a result of the passage of Section 627.748, Florida Statutes, the standard Rules and Regulations covered in this Agreement do not apply to TNCs. The Sanford Airport Authority is allowed to promulgate regulations governing TNCs as they relate to fees the Authority is allowed to charge for the privilege of operating at the Airport and to the Authority's right to designate locations for staging, pickup, and other similar operations at the Airport. A copy of the Authority's Rules and Regulations governing TNCs is attached as **Exhibit 2.2.10**.

5.1.1 Each TNC desiring to operate at the Airport shall register with the Executive Vice President/COO, by completing a “Data Interface Agreement” (attached as **Exhibit 5.1.1-1**) and “TNC Registration Form, with TNC Checklist” (attached as **Exhibit 5.1.1-2**), which may be amended from time to time. The registration must include the name, address, telephone number and email address for at least one qualified representative authorized to represent or act for the TNC in matters pertaining to its operations, and shall keep Authority informed, in writing, of the identity of each such person.

5.1.2 Each TNC shall be responsible for providing immediate written notice to the Authority for any and all changes to the TNC Registration Form. Changes can be emailed to gspeake@osaa.net, or mailed to George Speake, 1200 Red Cleveland Blvd, Sanford, Florida 32773.

5.1.3 Each TNC must provide certificates evidencing compliance with the insurance requirements of Section 627.748, Florida Statutes.

5.1.4 The term of the registration for the TNC shall be for a period from the date of registration until midnight on December 31st of that year. Therefore, each TNC will have an annual registration period covering a maximum term of January 1st to December 31st in any given year.

5.1.5 Each TNC must have a method for the Authority to track its Vehicles on Airport. This requirement is satisfied through the use of a Geo-Fence.

(a) Prior to beginning operations at the Airport, the TNC will implement a virtual perimeter that encompasses the real-world geographic area comprised by the Airport roadways, parking facilities and designated areas to include TNC Holding and TNC Loading Areas.

(b) The TNC will use the Geo-Fence and other tools, as appropriate, to manage its Airport business, comply with the terms and conditions of this Agreement, and to transmit live data regarding its operations at the Airport.

(c) The TNC shall notify TNC Drivers about the Geo-Fence and use thereof.

(d) The TNC shall be required to submit all TNC Vehicle activities at the Airport to the Transportation Security Clearinghouse operated by the American Association of Airport Executives. The TNC shall demonstrate to the Authority, and the Authority will test, the TNC’s Geo-Fence with the TNC’s Digital Network for a period of two (2) weeks. The purpose of the test is to ensure the TNC has established a Geo-Fence with parameters and points established by the sole discretion of the Authority to manage its Airport business.

(e) The Geo-Fence will be comprised of one (1) or more polygons whose points are geographic coordinates defined by the Executive Vice President/COO. Certain areas of the Airport will be “black-out” at the sole discretion of the Executive Vice President/COO, whereby TNC Drivers will be invisible to Riders on the TNC’s Digital Network. In such case, a TNC Driver shall not be able to receive a Rider request for a Trip if staging in any blacked-out areas.

(f) Vehicle tracking shall be established as follows:

(i) All TNC Vehicles shall be identified electronically for each trip by a unique number and the license plate number.

(ii) The unique number shall be linked by the TNC through its Digital Network to the TNC Driver in a manner that allows the Authority to audit the TNC’s compliance with these regulations. Consistent with the auditing provisions in these regulations, the Authority will periodically audit the TNC’s records with respect to its operations at the Airport.

(iii) TNC Vehicle Prearranged Rides shall be tracked at various stages based on the transaction type (either pickup or drop-off; drop-offs are reported for informational purposes only and not for billing)

described below. For each transaction type, the TNC shall provide the unique trip number, transaction type, date, time, geographical location, TNC Driver unique identifier, and TNC Vehicle license plate number.

5.1.6 TNC Holding Area.

(a) All TNC Vehicles shall stage in the areas designated by the Executive Vice President/COO, which are subject to change from time to time, but initially shall be located as depicted in **Exhibit 5.1.7(a)**. TNC Vehicles shall be required to enter the TNC Holding Area while their Digital Networks have been activated. At no time shall any TNC Vehicle or TNC Driver enter and remain staged in the TNC Holding Area without an activated Digital Network.

(b) Upon Entry in the TNC Holding Area:

(i) The TNC Driver shall proceed to the first available parking space.

(ii) If the TNC Holding Area is full, the TNC Driver shall be required to exit the Airport.

(iii) The TNC Driver is to remain staged in the TNC Holding Area while waiting for a Passenger request.

(c) Upon receiving request for passenger pickup, the TNC Driver shall immediately exit the TNC Holding Area and proceed to the TNC Loading Zone.

(d) TNC Loading Zone (also called TNC Pickup Area). (**Exhibit 5.1.7(d)**)

(i) Such TNC Vehicles that have received a request for a Pre-arranged Ride shall load Passengers at the area designated as a TNC Loading Zone as shown in **Exhibit 5.1.7(d)**.

(ii) The TNC Driver shall enter the TNC Loading Zone and load the Passenger, and thereafter exit the TNC Loading Area.

(iii) All TNC Vehicles and TNC Drivers must have a Prearranged Passenger waiting and ready for pickup before entering the TNC Loading Zone. There is no parking or waiting on any TNC Loading Zone. Only active loading allowed.

5.1.7 When the TNC Driver completes a drop-off trip by indicating on TNC's Digital Network that the Prearranged Ride is complete, the TNC shall record the unique trip number, date, time, geographical location, TNC Driver unique identifier, TNC Vehicle license plate number, and whether there was a Passenger in the TNC Vehicle. All drop-offs are recorded for Authority's informational purpose only, and not for any billing purposes.

5.1.8 In the event TNC's Geo-Fence and/or Digital Network malfunctions or is otherwise inoperative such that TNC cannot track Trips at the Airport for a period of time, TNC's Monthly Report and payment pursuant to Section 5.1.14 for the time the Geo-Fence or Digital Network malfunctioned or was otherwise inoperative shall be based on the average number of Trips, taking into account time of day and day of week, for that time in the last six (6) months.

5.1.9 TNC Vehicles will be identified with the trade dress of the TNC any time a TNC Driver is on the Airport and is logged on to the TNC's Digital Network. Other than trade dress, TNC Vehicles will not be painted or display signage that is meant to advertise or solicit business on the Airport.

5.1.10 The TNC shall allow access by Authority Ground Transportation Agents to its Digital Network without the requirement to have a credit card to establish access and shall not take actions which result in such access being denied.

5.1.11 Each TNC Driver will maintain information on his or her smartphone while using the Digital Network. This information will allow the Airport to confirm the following information for any TNC Driver or TNC Vehicle using the Digital Network while on Airport grounds:

- (a) Driver identity and color photo;
- (b) Vehicle make, model;
- (c) License plate number;
- (d) Certificates of insurance that demonstrate compliance with Section 627.748, Fla. Stat.; and
- (e) The electronic equivalent of a waybill for each passenger pick-up listing the following information about the Trip in progress or the last completed Trip:
 - (i) The Rider's name;
 - (ii) The location of the pickup; and
 - (iii) The time the pickup was scheduled.

5.1.12 The TNC Driver must remain connected to the TNC's Digital Network at all times while on Airport property.

5.1.13 The Authority shall charge all TNCs a Per Trip Fee for every TNC Vehicle Trip from the Airport. The Per Trip Fee shall be the amount that is equal to the reasonable Per Trip Fee charged to taxi companies doing business at the Airport (currently being charged at \$2.75 per trip). The Authority shall give TNCs at least thirty (30) days' advance written notice of any changes to the Per Trip Fee.

5.1.14 **Payment.**

(a) Within thirty (30) days after the close of any calendar month, the TNC shall submit its operations report to the Authority for the previous calendar month (the "**Monthly Report**"). The Monthly Report shall be in an agreed-upon electronic or paper format and shall contain the total number of all Trips for the reporting period. All such information shall be accurate at all times. Within thirty (30) days after the close of any calendar month, the TNC shall submit its payment to the Authority for the Trips reflected in its Monthly Report. The Authority may compare the Monthly Report to the data provided to through the Transportation Security Clearinghouse in accordance with Section 5.1.5(d). If the number of Trips reported are within a five percent (5%) difference for that month, no additional payment will be due. If the number of Trips reported are over a five percent (5%) difference for that month, the Transportation Security Clearinghouse and the TNC shall work collaboratively to understand the source of the discrepancy. If the Transportation Security Clearinghouse determines the Authority is owed additional funds, the Authority or Transportation Security Clearinghouse shall invoice the TNC for the discrepant amounts. Invoiced Trip Fees are due upon receipt and must be paid within thirty (30) calendar days of the date of the last invoice.

(b) Unless the Authority designates in writing some other place or manner, payments shall be mailed to Sanford Airport Authority, Attn: Accounts Payable, 1200 Red Cleveland Blvd, Sanford, Florida 32773.

(c) All payments hereunder, including Trip Fees, shall be paid in lawful currency of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind.

(d) No TNC may operate at the Airport unless the TNC has timely paid all applicable Trip Fees associated with TNC at the Airport. The TNC shall pay to the Authority, in addition to any and all other late fees and penalties, interest on any overdue sum which shall accrue at the rate of the lesser of eighteen percent (18%) per annum or the maximum rate of interest allowed by law from the last day on which the sum should have been paid.

(e) A non-refundable fee will be applied to a TNC that remits a check that is returned to the Authority for non-sufficient or insufficient funds.

5.1.15 If a TNC fails to furnish the Authority any Monthly Report within the time required above, unless due to factors outside of TNC's control, the TNC shall pay within ten (10) days of the date of the demand letter therefor by

Authority as additional fees, a special handling fee of One Hundred Dollars (\$100.00) per statement or report per day until such statement or report is delivered to Authority.

5.1.16 Each TNC shall maintain and make available to Authority at the TNC's place of business or a mutually agreed upon third party location, during regular business hours, accurate and detailed books and accounting records reflecting its performance of its obligations under Section 5.1.13 of these regulations. The TNC shall maintain such books and records in accordance with accounting principles generally accepted in the United States of America ("GAAP"), unless otherwise agreed to by the Authority. The TNC shall account for all receipts of any nature related to transactions in connection with its TNC operations at the Airport in a manner which segregates in detail those transactions from other transactions of the TNC and which supports the amounts reported to the Authority. Upon Authority's reasonable prior written request, which shall not occur more than once per calendar year, TNC shall permit the Authority to request such books and records relating to its performance of its obligations under Section 5.1.13 of these regulations. TNC shall maintain such data and records in an accessible location and condition for a period of not less than two (2) years from the expiration of this Agreement or the last date of operations at the Airport, whichever is later.

5.1.17 If printed hard copies of TNC's books and records are not available, the TNC shall afford the Authority computer remote access to the records pertaining to TNC's operations at the Airport or a read only computer file, compatible with Authority software.

5.1.18 Should any examination, inspection and audit of the TNC's books and records by the Authority disclose an underpayment by TNC of the Trip Fees, TNC shall promptly pay Authority the amount of such underpayment, together with payment of interest which shall accrue on such difference at the rate of the lower of eighteen percent (18%) or the maximum rate of interest allowed by law, calculated from the time the Trip Fees should have been paid to the date of actual payment by TNC. If an examination, inspection, or audit of TNC's books and records by the Authority reveals that the amount that should have been paid to Authority is more than five percent (5%) greater than the amount paid to the Authority, then the TNC shall reimburse the Authority for the entire cost of such examination, inspection and audit. If audit performed reveals that the amount of Trip Fees a TNC actually paid exceed the Trip Fees TNC actually incurred, then TNC shall be entitled to a credit in the amount of the excess against the Trip Fees next due and owing from TNC to Authority. If the TNC ceases operating at the Airport, Authority will refund the difference to TNC within thirty (30) days of Authority's completion of its audit.

5.1.19 The Authority's rights under these regulations, to request records for TNC's operations during the Term of the Agreement shall continue for two (2) years after a TNC ceases operations at the Airport.

5.1.20 The following activities, separated into Category I, II, and III, are prohibited by TNC Drivers:

(a) **Category I**

- (i) Loading Passengers, or their baggage, at any location other than the TNC Loading Zones;
- (ii) Displaying, to a Ground Transportation Agent, a waybill in an altered or fictitious form;
- (iii) Failing to comply with posted speed limits and traffic control signs; and
- (iv) Engaging in Unauthorized Presence.

(b) **Category II**

- (i) Failing to operate a Vehicle in a safe manner;
- (ii) Accepting a Prearranged Ride for compensation other than from a Passenger arranged through a TNC's Digital Network;

- (iii) Operating a Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- (iv) Disconnecting any pollution control equipment;
- (v) Using or possessing any illegal drug or narcotic while on Airport property;
- (vi) Recirculating on Airport roads, which shall not include driving to the TNC Holding Area in order to wait for a Passenger pickup request or to the TNC Loading Zones if a Passenger has requested a pickup; and
- (vii) Failing to have trade dress on the TNC Vehicle.

(c) **Category III**

- (i) Turning off, disconnecting from, or disabling the Digital Network when a TNC Vehicle is on Airport property, unless the TNC Driver is departing the Airport after a drop-off;
- (ii) Allowing operation of a TNC Vehicle on Airport roadways by an unauthorized driver;
- (iii) Transporting a Passenger in an unauthorized vehicle;
- (iv) Failing to provide information, or providing false information, to Ground Transportation Agents;
- (v) Soliciting passengers on Airport property;
- (vi) Using or possessing any alcoholic beverage while on duty;
- (vii) Soliciting of any activity prohibited by the applicable laws, rules or regulations;
- (viii) Operating a Vehicle at any time during which TNC's authority is suspended or revoked;
- (ix) Engaging in any criminal activity;
- (x) Circumventing, by any method, the established Geo-Fence; and
- (xi) Engaging in Improper Conduct.

The penalties for the foregoing Category I, Category II, and Category III activities for TNC Drivers listed in this Section 5.1.20 (in addition to the Category I, Category II, and Category III activities listed in Section 15.4.4 below [Categories], as applicable to TNC Drivers) are described in detail in Section 15.4 (Penalties) below.

5.1.21 If the Authority contacts the TNC regarding a violation by one of its TNC drivers of the applicable provisions of this Agreement, the TNC shall take the necessary steps to implement and enforce the penalties outlined in Section 15.4 against the violating TNC Driver. By operating on the Airport, the TNC and TNC Drivers affiliated with the TNC shall be subject to applicable laws, ordinances, rules and regulations including any penalties in connection therewith. Authority shall have no obligation to the TNC to take action against any other person or entity at the Airport.

5.1.22 **Confidentiality and Compliance with Public Records Laws.**

(a) **Confidentiality of Records.** TNC claims information provided to Authority pursuant to this Agreement, either directly or through a third-party web service, constitutes confidential and proprietary ("TNC's

Confidential Information”). Such Confidential Information shall not be disclosed to any third parties without TNC’s express written permission so long as TNC has taken measures to prevent it from being available to unauthorized persons as required by Section 812.081, Florida Statutes. If Authority is required to release TNC’s Confidential Information pursuant to a Public Records request as described below, it nevertheless shall use any available authorities to redact Confidential Information from such records to the extent consistent with applicable law and any court order.

(b) Any information that a TNC makes available to Authority pursuant to these regulations is subject to applicable Florida Public Records laws.

(i) Upon receipt of a public records request by a third party for records relating to a TNC, the Authority shall promptly email a copy of such request to the TNC at the email address provided by the TNC in its registration. If the TNC does not object in writing within seventy-two (72) hours, Authority may release the requested records as public records without liability. If the TNC objects, the Authority will not release the requested records unless required to do so by a court of competent jurisdiction. The TNC may seek court intervention concerning the potential disclosure of the TNC’s records, including the public records requester as an indispensable party. If the TNC seeks court intervention, Authority shall not release any records until the resolution of the case so long as the TNC indemnifies Authority for any fees or costs as provided below. If the TNC objects to the release of the records and does not seek court intervention as described above, but suit is brought against the Authority in connection with the public records request, then, in addition to any indemnification obligations set forth elsewhere in this Agreement, the TNC shall immediately intervene in such suit, and defend and indemnify Authority from and against any and all third party claims, actions, suits, demands, damages, obligations, liabilities, losses, judgments, costs and expenses, including but not limited to reasonable attorneys’ fees and expenses, court costs and all other costs incurred in litigation, settlement negotiations, trial, appeal or otherwise, arising out of or related to an action against the Authority related to the Authority’s refusal to release the TNC’s records based on the TNC’s claim that the records are exempt from disclosure. The Authority shall promptly notify the TNC of any claim for which indemnification is sought, upon actual knowledge of such claim. Upon notice of a claim for which indemnification is sought, the TNC may opt to authorize disclosure of the requested records, in which case the TNC’s obligation to indemnify shall be limited to reasonable fees, expenses, and costs incurred prior to disclosure of the requested records.

5.1.23 The occurrence of any of the following events shall constitute a breach of this agreement and an Event of Default. Upon the occurrence and during the continuance of an Event of Default, Authority shall have the right to terminate this Agreement in addition to any and all other rights and remedies available to the Airport Authority under this Agreement, at law, or in equity:

(a) A TNC which has failed to pay Trip Fees when due to Authority (and such failure has continued beyond the date specified in a written notice, which date shall be no earlier than the tenth (10th) business day after the effective date of such notice) three (3) times in a twelve (12) month period, shall have repeatedly failed to timely pay Trip Fees.

(b) A TNC which has failed to provide initial access to its Digital Network to the Authority’s agent or cancels established access, shall have prevented access to its Digital Network.

(c) A TNC whose TNC Drivers have been subject to a Trespass warning (that has been communicated to the TNC as well as to the TNC Driver) but have still conducted Trip pick-ups at the Airport five (5) times within a twelve (12) month period shall have multiple TNC Driver suspension violations.

ARTICLE 6

PAYMENTS & NOTICES

Permittee/TNC shall pay all fees and other charges required by this Agreement to the following address:

**Sanford Airport Authority
Attn: Accounts Receivable
1200 Red Cleveland Blvd
Sanford, Florida 32773**

A fee of 3% will be charged for all credit card transactions.

ARTICLE 7
ACCOUNTING & RECORDS

The Permittee shall keep records on all revenues and number of pick-ups from its operations in a manner, which specifically identifies the number of trips relating to business conducted on Airport property. The Permittee further agrees that it will make available to the Authority full and complete books of accounts and other records required by the Authority to provide a true account of all revenues pertaining to its operations under the provisions hereof. The Authority, acting through its President or other authorized representative, shall have the right to inspect and audit the books of accounts and other records in Sanford, Florida. Permittee shall furnish such records at its expense to the Authority. Failure to provide requested records within (3) three business days after due notice, or knowingly furnishing the Authority a false statement of trip activity under the provisions hereof will constitute a default by the Permittee of this Agreement and the Authority may, at its option, declare this Agreement terminated.

ARTICLE 8
ACCOUNTING RECORDS & AUDITS

With respect to Permittee's operations within the scope of this Agreement, Permittee shall keep true and accurate records, accounts, books and data, which shall, among other things, show all passenger pick-ups and drop-offs made and services performed for cash, or credit, or otherwise, without regard to whether paid or not, and also, the gross receipts of said operation under this Agreement. Permittee agrees to operate its business so that a record of each passenger pick-up and drop-off is made for Airport operations. Permittee further agrees to keep its books and records in accordance with generally accepted accounting principles. All Permittee's books in relation to the operations at the Airport shall be open for inspection by authorized representatives of the Authority at reasonable times during business hours, upon request. Permittee shall maintain such records for three (3) years after the end of the term of this Agreement.

ARTICLE 9
ASSIGNMENT

Permittee shall not assign this Agreement, either in whole or in part, without prior written consent of the Authority, which consent, may be at the sole discretion of the Authority. No request for, or consent to, such assignment shall be considered unless Permittee shall have paid all rentals, fees, and charges which have accrued in favor of the Authority and Permittee shall have otherwise met all other legal obligations to be performed, kept and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. The Authority reserves the right to investigate the financial capacity of the proposed assign.

ARTICLE 10
TRADE NAME

Permittee may operate its ground transportation business at the Airport by, through and under its regionally advertised affiliation or trade name, if any. Once having operated under such affiliation or trade name, then in the event Permittee shall fail to continue to use and operate under said name, whether said failure be because of loss of franchise or otherwise then same shall be deemed a default hereunder and, at the option of the Authority, this Agreement may be terminated as provided in Article 15.

ARTICLE 11
COMPLIANCE WITH LAWS

Permittee shall comply with all laws, ordinances, rules, orders, and regulations of the Authority, the City of Sanford, and federal, state, and county governmental entities, which have jurisdiction over Permittee's operations under this Agreement.

ARTICLE 12

TAXES

Permittee shall promptly pay all applicable rental, sales, and other taxes, which might be imposed by any authority by reason of Permittee's activities upon the Orlando Sanford International Airport property.

ARTICLE 13

INDEMNITY

Permittee agrees to protect, defend, reimburse, indemnify and hold the Authority and the City of Sanford, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, and damages (including attorney fees) and causes of action of every kind and character against or from the Authority by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Permittee's performance under this Agreement, Permittee's acts, omissions or operations hereunder of the performance, non-performance, or purported performance of the Permittee or any breach of the terms of this Agreement; provided, however, Permittee shall not be responsible to the Authority for damages resulting out of bodily injury or damages to property which Permittee can establish as being attributable to the negligence of the Authority, or its agents or employees acting within the scope of the respective employment's. Permittee recognizes the broad nature of this indemnification and hold-harmless clause, and voluntarily makes this covenant and expressly acknowledges that it is an express condition of this Agreement. This clause shall survive the termination of this Agreement; provided, however, that Permittee's obligations hereunder shall not apply to any matter not arising out of, incident to, or in connection with Permittee's activities under this Agreement. Compliance with the following insurance requirements shall not relieve Permittee of its liability or obligation to indemnify the Authority as set forth in this article.

ARTICLE 14

INSURANCE

During the life of the Agreement, the Permittee shall provide, pay for, and maintain with insurance carriers satisfactory to the Authority, the types of insurance described herein. All insurance shall be from responsible companies duly eligible to do business in the State of Florida. All liability policies of the Permittee under this Agreement shall also provide the severability of interest provision. The insurance coverages and limits required should be evidenced by properly executed certificates of insurance on forms, which are acceptable to the Authority. The Certificate shall be signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof. The required policies of insurance shall be performable in Seminole County, Florida, and shall be construed in accordance with the laws of the State of Florida.

Thirty (30) days prior written notice by registered or certified mail shall be given the Authority of any cancellation, intent not to renew, or reduction in the policies' coverages except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Permittee shall take immediate steps to have it reinstated. If at any time the Authority requests a written statement from the insurance company as to any impairment to the aggregate limit, the Permittee shall promptly authorize and have delivered such statement to the Authority. The Permittee shall make up any impairment when known to it. The Permittee authorizes the Authority and its insurance consultant to confirm all information furnished the Authority, as to its compliance with its insurance requirements, with the Permittee's insurance agents, brokers, and insurance carriers. All insurance coverages of the Permittee shall be primary to any insurance or self-insurance program carried by the Authority for this Agreement.

The acceptance of delivery to the Authority of any certificate of insurance evidencing the insurance coverages and limits required does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the Agreement insurance requirement.

The certificate of insurance form evidencing compliance with the insurance requirements outlined therein must be filed with and approved by the Authority prior to any activity being performed at Orlando Sanford International Airport by the Permittee.

The insurance coverages and limits required by the Permittee are designed to meet the minimum requirements of the Authority. They are not designed as a recommended insurance program for the Permittee. The Permittee alone shall be responsible for the sufficiency of its own insurance program.

The Permittee and the Authority understand and agree that the minimum limits of insurance herein required may become inadequate, and the Permittee agrees that it will increase such minimum limits upon receipt of notice in writing from the President. Such notices to change shall, in general, be issued with no more frequency than every third (3rd) year of the term hereof, however, the President may, at any time, take note of indemnification awards being granted by the courts and direct an increase in minimum limits of the insurance requirements at any time in accordance with commercially reasonable levels.

If any general liability insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (tail coverage) shall be unlimited.

All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. The Sanford Airport Authority shall be named as an additional insured and it shall be indicated on the certificate. Thirty (30) days advance written notice by certified or registered mail of cancellation, intent not to renew any policy or any change that will reduce the insurance coverages required except for the application of the aggregate limits provision shall be given to:

**Sanford Airport Authority
1200 Red Cleveland Blvd.
Sanford, Florida 32773**

Renewal certificates of insurance shall be provided to the Authority a minimum of ten (10) days prior to expiration of current coverages so that there shall be no interruption in the operations of the Permittee due to lack of proof of insurance coverages required of the Permittee in this Agreement.

The Authority may terminate or suspend this Agreement should the Permittee, in the opinion of the Authority's agent or insurance consultant, fail to provide or maintain; (1) the insurance coverages required in this Agreement, or (2) an acceptable self-insurance program evidenced by documentation acceptable to the Authority or a surety bond from a corporate surety authorized to do business in the State of Florida, acceptable to the Authority, guaranteeing the Permittee's financial responsibility in complying with the general insurance requirements of this Agreement. Such bond shall be in the amount of \$300,000 and protect the Authority from any claims, debts, demands, liabilities, or causes of action as well as the cost of defense including attorney fees, and other fees, costs, and expenses resulting from the operations of Permittee under this Agreement. The amounts and types of insurance shall conform to the following minimum requirements with the use of insurance service office (ISO) policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.

A. Workers Compensation shall be maintained in force during the term of the Agreement for all employees engaged in the operations of the Permittee, in accordance with the laws of the State of Florida.

B. Commercial Automobile Insurance Requirements:

As to Class I Vehicles:

\$300,000 Combined Single Limit Each Occurrence, \$100,000 Bodily Injury and \$100,000 Property Damage each person

As to Class II Vehicles:

\$1,000,000 Combined Single Limit of Bodily Injury and Property Damage Liability

As to Class III Vehicles:

\$1,000,000 Combined Single Limit of Bodily Injury and Property Damage Liability

As to Class IV Vehicles:

The insurance required for this class of vehicle is based on seating capacity. If the courtesy vehicle carries six (6) or less seats it must conform to Class I insurance requirements. If the courtesy vehicle carries seven (7) to fifteen (15) seats the vehicle must conform to Class II insurance requirements. If the vehicle carries sixteen (16) or more seats the Class III requirements apply.

ARTICLE 15
TERMINATION

15.1 Non-Payment. The Authority shall have the right, after ten (10) calendar days' written notice sent by registered or certified mail to Permittee specifying the amount of payment in default, to terminate this Agreement 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 ten (10) calendar day period following the date of the written notice. All notices hereunder are effective upon mailing.

15.2 Violation or Non-Performance. The Authority shall have the right to terminate this Agreement after thirty (30) days' written notice sent by registered or certified 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 Agreement, unless Permittee has demonstrated to the satisfaction of the Authority that it has and continues to make a bonafide effort to remedy such violation or non-performance.
- C. Non-Payment of any Violation Fines.

15.3 Notice of Violations/Repeated Violations. If the Permittee violates the terms of this Agreement more than one (1) time within the period of the annual permit, then the Authority *shall not be required* to give Permittee thirty (30) days written notice of said violation. For any Category III violations the Authority may, at its discretion, immediately terminate all rights under this Agreement enjoyed by Permittee.

15.4 Penalties.

15.4.1 Category I

1st Offense - Written Warning and/or fine to be determined by the Authority. (*Normally \$50.00*)

2nd Offense - Suspension of driver for a period elected at the sole discretion of the Authority, (*7 – 30 days*)

3rd Offense - Termination / Revocation of permit. (*One (1) calendar year or indefinitely*)

15.4.2 Category II

1st Offense - Suspension of driver for a period elected at the sole discretion of the Authority, (*7 – 30 days*)

2nd Offense - Termination / Revocation of permit. *(One (1) calendar year or indefinitely)*

15.4.3 **Category III**

1st Offense - Termination / Revocation of permit. *(one (1) calendar year or indefinitely)*

15.4.4 **Categories (including but not limited to)**

<u>Category I</u>	<u>Category II</u>	<u>Category III</u>
Yelling or profanity	Profanity in front of customers	Solicitation
Loitering in or around taxicab podium, shuttle booth, or terminal	Interfering while business is conducted	Over-charging
Unauthorized loading or unloading	Providing misleading or incorrect information	Improper conduct
Failure to provide meet & greet info	Loading out of turn	Fighting/Arguing (verbal/physical)
Sleeping at ready area	No meet & greet sign	Non-payment of fees or fines
Swapping fares		Failure to cooperate with Airport Authority staff

15.5 Relevant Information. Prior to final termination under this Article, the Authority will consider any relevant information submitted by Permittee within the time periods specified above.

ARTICLE 16
NONDISCRIMINATION

The Permittee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, 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.

The Permittee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land 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 subject to discrimination; (3) that the 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, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. That in the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate the Agreement and re-enter and repossess said land and facilities therein if applicable, and hold the same as if said Agreement had never been made. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, and Part 21 are followed and completed, including exercise or expiration of appeal rights.

ARTICLE 17

MISCELLANEOUS PROVISIONS

All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors, and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Agreement, and instruments or documents relating to same, shall be construed under Florida Law. This document represents the complete Agreement of the parties and any prior Agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the parties hereto.

17.1.1 The Agreement shall be subordinate to the provisions of any existing or future Agreement between the Authority and the United States, relative to said Airport property and the operation and maintenance of the Airport.

17.1.2 During time of war or any national emergency the Authority shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

17.1.3 The Permittee shall not at any time use the demised premises or any part thereof for any purpose other than are herein expressly authorized, without the written consent of the Authority being first had and obtained.

17.1.4 The accumulation or improper disposal of rubbish, trash, rags, cans, grease, food items, gasoline, or other combustible materials in or about the buildings will not be tolerated. Permittee shall keep his operating location clean at all times and it shall be subject to inspection by the Sanford Airport Authority at any time and if found to be considered a fire or accident hazard, Permittee shall be so informed and Permittee shall immediately clean the area to the Sanford Airport Authority's satisfaction.

17.1.5 The Permittee agrees to abide by all Rules and Regulations concerning operational safety, parking of vehicles, fire prevention and related materials as promulgated by the Authority.

17.1.6 Solicitation of passengers is specifically prohibited. Solicitation includes but not limited to the following:

- (a) To make a petition
- (b) To approach with a request or plea
- (c) To strongly urge or entice
- (d) To attract attention by using a horn, whistle, bell, handheld sign or any other signaling device
- (e) To attempt to direct patronage from one business to another or any misrepresentation of service or fees
- (f) To provide unrequested guidance or information

17.1.7 Absolutely no business or conversation leading to business transactions will be performed in the street or within any cross walk on Red Cleveland Boulevard or adjacent public streets on Airport property.

17.1.8 By this Agreement, drivers and company transportation coordinators are authorized to be in the vicinity of their vehicles only. Meet and greet drivers may be in the Welcome Center for International arrivals and in the Arrivals meet and greet area for domestic arrivals with the listed information of Section 17.1.12 below clearly displayed.

17.1.9 Authorized ground transportation companies may on occasion not be able to respond to short notice excess passenger demand. During these occasions subcontracting should be accomplished on a preferential basis with other

companies that are authorized and contracted to do business on Airport property. If non-Contracted company or vehicles are used, the Contracted company is responsible to pay the one-time fees listed in Section 17.1.11 below.

17.1.10 Specific areas are assigned for various companies to pick-up arriving passengers. These areas may change over time depending on need, space available, usage, and congestion. The Director of Operations and the Airport Operations Department will disseminate revised information as the need arises. Operation in other areas may result in arrest for trespass after warning.

17.1.11 One-time only authorizations to pick-up passengers at the Airport are legal only with specific authorization of the Director of Operations. Requests for one-time authorizations may be granted only after proof of insurance for the respective class of vehicle has been provided. Charges for this privilege will be as shown below.

For example, one-time authorization for:

Taxi-----	no one-time authorization
Class I-----	\$25.00
Class II-----	\$25.00
Class III-----	\$50.00
Class IV-----	\$25.00

Only two authorizations per company, per permit year, for one-time pick-ups will be granted. Companies making a one-time pick-up may apply the one-time fee to an annual permit if the permit is applied for and received within 30 days of the one-time pick-up.

17.1.12 Drivers of Class I, II, III or IV vehicles that have come to the Airport to pick-up pre-arranged passengers may stand and wait for them in the pre-assigned meeting area only. Drivers must have in their possession at the time of arrival the following passenger information:

- (a) Name of party
- (b) Number in party
- (c) Destination
- (d) Airline and flight number

In addition, drivers must carry a sign with their company name/logo clearly visible, name of the party, airline, and flight number. The size of the sign is to be no larger than a standard size clipboard. Any driver without the proper information and/or sign will not be allowed inside the terminal.

17.1.13 As a private enterprise, Orlando Sanford International, Inc. has previously been granted authority to establish exclusive agreements with supporting sub-contractors of all types, specifically including one or more ground transportation companies. This Agreement in no way is an attempt to obviate those prior agreements. It is designed merely to establish organization and management of all ground transportation companies that desire to serve the needs of Orlando Sanford International Airport passengers.

17.1.14 Off Property Rental Car Companies are assigned passenger pick up and drop off areas on Exhibit 2.2.1.

17.1.15 Ground Transportation vehicles, other than TNC Vehicles, shall stage in the Parking Lot B Holding/Staging Area (Exhibit 17.1.15). Upon flight arrival the vehicle may transition to the commercial vehicle waiting area fifteen (15) minutes prior to the flight arrival for International flights. Drivers of concessionaires may not be positioned in the pick-up area unless their business is open, or they have a pre-arranged pick-up. Concessionaire drivers may not operate independently

17.1.16 Inspections will be conducted randomly on all ground transportation vehicles to ensure that all equipment and appearance are adequate. Any vehicles that received damage to equipment listed on the inspection sheet after registering with the Airport shall have (30) thirty days to make repairs. Any vehicle with inoperable equipment listed in the inspection certificate shall be repaired by specified time allotted before said vehicle can be allowed to resume working at the airport.

17.1.17 Overcrowding of vehicles shall not be permitted. Only the capacity the vehicle was designed to carry shall be allowed.

17.1.18 Vehicles sold, replaced, or otherwise removed from service due to vehicular accident require that the vehicle permit be removed and returned to the Airport Authority.

17.1.19 All operators are expected to be suitably attired and groomed so as to make a professional appearance.

Every Vehicle Permit-holder shall require that every Vehicle Driver:

(a) is hygienically clean, with his/her body well-groomed, neat, odor free, and clean in appearance, and the clothing clean and odor free;

(b) if a beard or mustache is worn, ensure that it is well-groomed and neatly trimmed at all times;

(c) shall wear trousers or shorts, (females may wear skirts or dresses providing that the hem is not more than two (2) inches above the top of the knee joint and is not strapless or halter type), a shirt with a collar and sleeves, shoes and socks and appropriate outer garments; and

(d) shall not wear T-shirts, underwear worn as outer garments, tank tops, body shirts, swim wear, jogging or bathing shorts, sweat suits, work out clothing, trunks or suits, or similar types of attire, or outer garments or footwear that is frayed, ragged, holed or open, except that females may wear open toe footwear providing that such footwear is high-heeled and is not clogs, thongs, shower shoes or sandals.

17.1.20 From time to time based on the national state or local terrorist alert condition, these rules may change to ensure adequate protection of passengers, employees, and Airport facilities.

ARTICLE 18
VEHICLE STANDARDS

In addition to the Federal Motor Vehicle Safety requirements in 49 Code of Regulations, part 571 and Florida Statutes, following vehicle standards apply to for-hire vehicles other than TNC Vehicles operated under the provisions of this article. It is the operator's responsibility to ensure that each vehicle meets the following standards and minimum inspection requirements.

A certified mechanic, listed in this permit Agreement (**Exhibit 4 – Transportation for Hire Inspection Locations**), must perform the initial inspection required to receive the annual permit. The required inspection must not be more than 120 days old or the inspection will not be accepted. Subsequent inspections during the permit year will be conducted by airport operations.

_____ (1) Brakes within allowable parameters as provide by test equipment readings for stopping effectiveness. There shall be no leaks in lines, hoses, fittings, or parts; hoses shall not be cracked or frayed.

_____ (2) Inside rear-view mirror and mirror on both sides of vehicle.

- _____ (3) A functioning speedometer and odometer indicating speed in miles per hour and a functioning odometer indicating distance in miles.
- _____ (4) Functioning windows, door handles, and latches. The primary and secondary hood/trunk/rear access door latches shall be fully operating.
- _____ (5) A functioning interior light within the passenger compartment. If the light becomes defective, the operator must correct the defect on the very next day or remove the vehicle from service at that time.
- _____ (6) An operating air conditioner system that provides cooled and heated air. If the air conditioning system becomes inoperable, the vehicle must be removed from service until such system is repaired. System should be capable of controlling the temperature of the interior of the vehicle between 68-78 degrees.
- _____ (7) The vehicle exterior must be free of grime, oil, or other substances and free from cracks breaks, dents and damaged paint that detracts the overall appearance of the vehicle and that could harm, injure, soil, or impair the passenger or personal belongings.
- _____ (8) Equipped with hubcaps or wheel covers, on all four (4) wheels. If not on vehicle, the operator must put them on vehicle the very next day.
- _____ (9) Bumper/moldings/guards shall be installed/ replaced as originally manufactured except for molding on side panel doors. Moldings must not be loose or missing.
- _____ (10) The interior of the trunk, or rear portion of for-hire vehicles, shall be free from dirt grime, oil, trash, or other material which could soil items placed therein and free or protruding metal or other objects that could damage items place therein.
- _____ (11) The passenger compartment all standard interior equipment shall be complete and intact, including but not limited to interior lights, headliner, dashboard, headrest, window cranks and gearshift. Seat covers shall be free from torn upholstery or floor coverings, damaged or broken seats, and protruding sharp edges either from metal or hardened vinyl. All equipment in the interior of the vehicle shall be safely and adequately secured. There shall be no holes opening to the passenger compartment from the underbody.
- _____ (12) No loose, moving objects or externally mounted speakers shall be placed on the deck behind the rear seat or on the front dashboard. No decorations or other objects will be permitted to hang from permanently mounted fixtures in a vehicle for-hire.
- _____ (13) No oils or fluid should leak from any part of the vehicle other than condensation from the air conditioner.
- _____ (14) A horn, which shall be audible.
- _____ (15) The driver's vision must be unobstructed on all four sides
- _____ (16) Safe tires. No recaps shall be used. Maximum allowable tread wear shall be where tread is level with wear bar, or 2/32 when measured at three random places in the tire tread. Tires shall be inflated to manufacturer's specifications and free of cuts, cracks, bulges, or exposed belts.
- _____ (17) Wiper blades must be able to clean glass when wet and the rubber element shall not be torn, ripped or loose.
- _____ (18) All lights should be operable including 4-way flashers, turn signals, clearance, warning, marker, brakes, taillight, license plate, back up, and parking light. All lights must be of correct color and properly positioned as required by Florida Statutes and regulations. All dome lights must be operable with lens in place.

- _____ (19) Reflector and lens shall not be cracked or missing and must be of correct color and properly positioned.
- _____ (20) Doors shall be operable with all weather stripping and seals.
- _____ (21) Headlights, low and high beam, shall be operable and held in place by manufacturer's brackets.
- _____ (22) Glass shall not be broken or cracked, and chips must be capable of being ground out, leaving a smooth clear finish. Windows shall have all rubbers and seals in place, free of cracks and leakages.
- _____ (23) Seatbelts for all persons transported shall be in place and functional, unless otherwise exempted by regulation.
- _____ (24) There shall be no leakage of exhaust gas at the manifold and muffler connections or at any other point in the exhaust system as determined through a visual and audible inspection. The tailpipe shall discharge the exhaust from the rear and sides of the passenger and luggage compartment. No part of the exhaust system shall pass through or leak into the part of the vehicle occupied by passengers, as determined by visual inspection.
- _____ (25) Steering mechanism shall neither be worn or jammed, nor should there be more than (2) two inches of play to the left or right, measured at the steering wheel rim with the road wheels in a straight-ahead position.
- _____ (26) Florida State Statutes, Section 316.613 requires every operator of a motor vehicle transporting a child (5) five years of age or younger, to provide for the protection of the child by using a crash-tested, federally approved child restraint device. In Provision 2 of that section, the term "motor vehicle" is defined as not including a bus used for the transportation of persons for compensation. Chapter 316 defines "bus" as any motor vehicle designed for carrying more than (10) ten passengers. It has been determined that any taxicab or vehicle for-hire driver can be cited for violation of FSS 316.613, if he/she is operating a ten passenger or less vehicle and transporting a child five and under without providing such device.

Any vehicle failing to meet the required safety standards shall not be operated as a for-hire Vehicle until such time as the vehicle satisfactorily passes a re-inspection.

LIST OF EXHIBITS

Exhibit 1.2	Ground Transportation Pre-Arranged Permit Registration Form and Checklist
Exhibit 2.2.1	Assigned Passenger Pick-up & Drop-off Areas (Ground Transportation Vehicle Layout)
Exhibit 2.2.10	Ground Transportation TNC Rules and Regulations
Exhibit 4	Transportation for Hire Inspection Locations
Exhibit 5.1.1-1	Data Interface Agreement
Exhibit 5.1.1-2	TNC Registration Form and Checklist
Exhibit 5.1.7(a)	TNC Staging (TNC Holding) Areas
Exhibit 5.1.7(d)	TNC Loading Zone (TNC Pickup Zone)
Exhibit 11	Federal Statutory Requirements
Exhibit 17.1.15	Parking Lot B Staging Area

[Remainder of this Page left blank. Signature Page follows.]

IN WITNESS WHEREOF, the Permittee/TNC has caused this instrument to be executed in its name and by its duly authorized officer, its corporate seal affixed and attested by its Secretary; and the Authority, acting by and through the Sanford Airport Authority, has caused this instrument to be executed in its name by the Executive Vice President/COO of said Authority, and attested by the Sanford Airport Authority, acting as Clerk of said Authority, on the day and year, first below written.

SANFORD AIRPORT AUTHORITY

FOR THE AUTHORITY

Signed, sealed, and delivered
in our presence:

Sanford Airport Authority, a body corporate and
politic created by Chapter 71-924, Laws of Florida,
Acts of 1971 and acting under that certain Airport
Lease Agreement dated February 9, 2009

Witness Sign: _____

By: _____

Print: _____

George D. Speake, Jr., A.A.E.
Executive Vice President/COO

Witness Sign: _____

Attest:

Print: _____

Date: _____

FOR THE PERMITTEE/TNC

By signing below, the Permittee/TNC agrees to all provisions of this Agreement. Failure to conform to the provisions of this Agreement will result in revocation of the Permittee's/TNC's permit.

Signed, sealed, and delivered
in my presence:

Company Name: _____

Attest: _____

Print: _____

By: _____

Title: Secretary

Print name: _____

Title: _____

Date: _____

(Corporate Seal)

[Exhibits follow]

EXHIBIT 1.2

Orlando Sanford International Airport Ground Transportation Pre-Arranged Permit January 1, 2021 through December 31, 2021

Vehicle Tag # Expires	_____		
Make and Model	_____		
Name of Business	_____	Phone	_____
	_____	Fax	_____
Business Address	_____	Email	_____
	_____		_____
Owner of Business	_____	Website	_____
Person to Contact	_____		

Check type of Vehicle Permit Requested (*see Contract for definitions*):

_____	Class I	\$200 each vehicle annually (1 – 6 passengers)
_____	Class II	\$250 each vehicle annually (7 – 15 passengers)
_____	Class III	\$300 each vehicle annually (16+ passengers)
_____	Class IV	\$125 each vehicle annually

Please initial each section. Permit will not be granted unless all are initialed, and all required items are included.

_____ Permittee has read the Contract and the applicable section of Sanford Airport Authority's Rules and Regulations and by signing the Contract, Permittee agrees to abide by the rules and regulations set therein.

PERMITTEE UNDERSTANDS THAT VIOLATION OF THESE DOCUMENTS MAY RESULT IN A TERMINATION OF THE PERMIT TO CONDUCT BUSINESS AT THE ORLANDO SANFORD INTERNATIONAL AIRPORT.

GROUND TRANSPORTATION CHECKLIST

_____	Required insurance information attached (see contract for details)
_____	Required permit fee attached
_____	Required copy of City of Sanford Business Permit attached (City permit must match number of vehicles being permitted by SAA)
_____	Signed contract document attached
_____	Copy of Florida Driver's License
_____	Original Certificate of Inspection (Authority will make copy) or original notarized copy
_____	Copy of vehicle registration(s)
_____	Certificate of registration with Florida Department of State, Division of Corporations

****Permit sticker must be located on the right side of the front windshield of the vehicle – no exceptions!!****

EXHIBIT 2.2.1

Assigned Passenger Pick-up & Drop-off Areas (Ground Transportation Vehicle Layout)

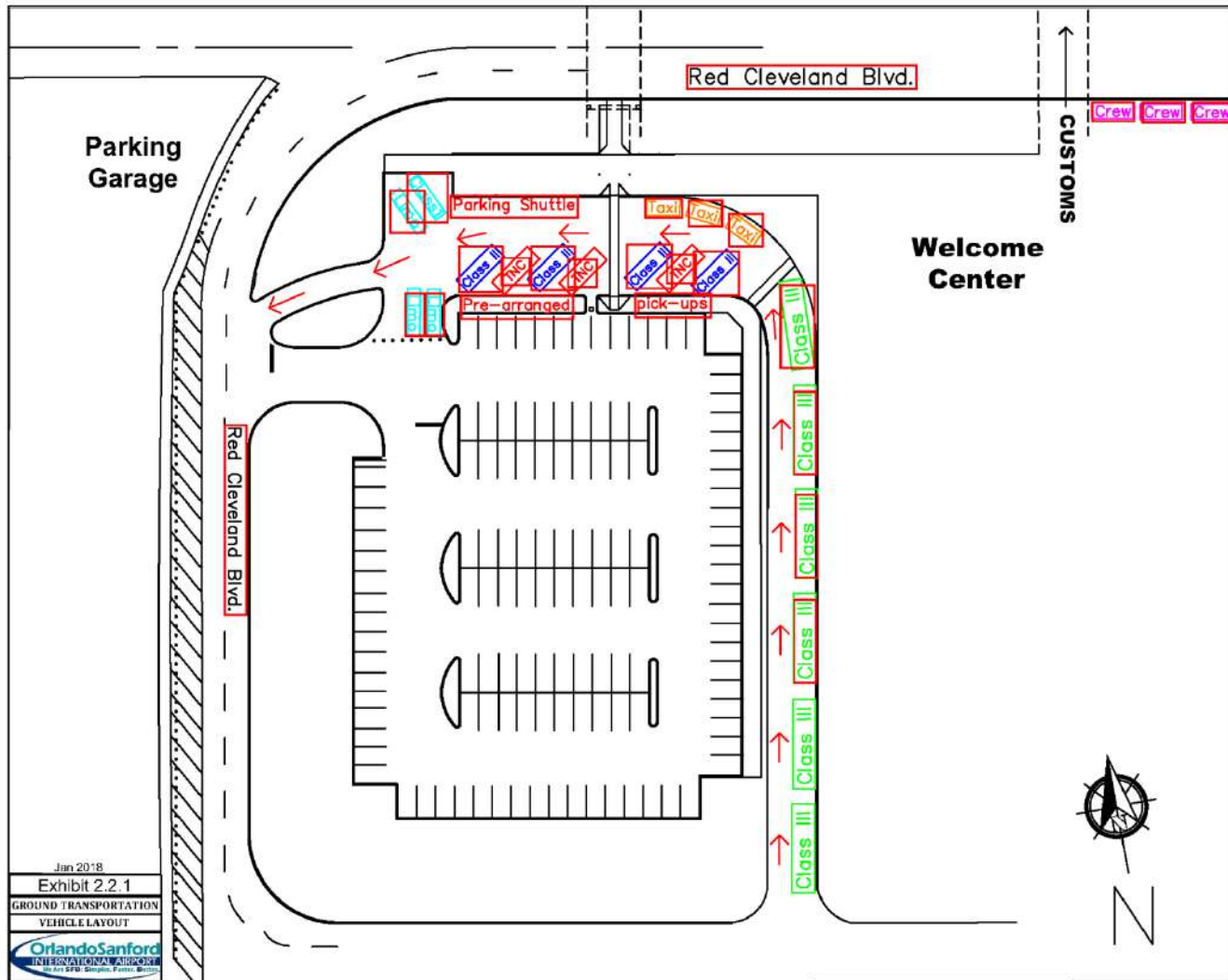


EXHIBIT 2.2.10

RULES AND REGULATIONS

Ground Transportation

Rules and Regulations (Excerpts)

Chapter II – GENERAL RULES AND REGULATIONS¹

Section I – Commercial Activities

a. Conduct of Business. No business, service, or operation shall be permitted at the Airport without a fully executed lease or permit agreement containing provisions for strict compliance with these or other relevant standards and regulations, and containing such other special provisions as may be required under such lease, or any other special circumstances which may be applicable to such particular operation.

No person shall use the Airport for producing commercial activities, without showing an appropriate permit for such activities from the Director of Aviation and paying the rates and charges prescribed for such use. No person not so authorized or who is in default under a tenancy arrangement, shall carry on any business of any nature thereon.

b. Advertisements. No person shall post, distribute, or display signs, advertisements, circulars or written or printed matter of any kind on the Orlando Sanford Airport without permission of the Sanford Airport Authority in writing. Any such permission may be rescinded at any time if such display or distribution ceases to conform to the policy of the Authority.

Any signs advertising business covered by the lease; any modification, painting or repairs to any building or appurtenances, any expansion of electrical or plumbing facilities etc., which are not specifically covered in the lease terminology must have prior clearance in writing, indicating approval by the Director of Aviation and appropriate permit obtained, if required.

e. Payment of Charges. All billings are payable upon presentation unless otherwise noted thereon or covered by contract provisions.

i. Vehicles (Ground Transportation). No person shall operate any taxicab, limousine or bus for the purpose of carrying passengers for hire from the Airport unless such operation is with the approval of the Airport Authority and under such terms and conditions as may be prescribed.

Section IV – Miscellaneous

a. Airport Liability. The Sanford Airport Authority and the Orlando Sanford Airport, its agents or employees shall not be liable for loss, damages or injuries to persons or property arising out of any accident, incident or mishap of any nature whatever from any cause whatsoever to any individual or property occurring on the Airport or while using any of the Airport's facilities.

b. Damage to Airport Property. Any person causing or liable for any damage to Airport property shall be required to pay the Airport for the full amount of the damage. Any person failing to comply may be refused the use of the facility until full reimbursement has been made.

¹ **Note:** The only Sections of this Exhibit 2.2.10 (Rules and Regulations) that apply to TNCs are Section I (**Commercial Activities**), and Section IV (**Miscellaneous**) of **Chapter II – General Rules and Regulations**.

c. Trash Containers No person shall keep uncovered trash containers in any area. No vehicles used for hauling trash, dirt or other materials shall be operated on the Airport unless such vehicle is constructed so as to prevent the contents thereof from dropping, sifting, leaking or otherwise escaping there from. Areas to be used for trash or garbage containers shall be designated by the Director of Aviation and no other area shall be used.

Chapter III – CONDUCT OF THE PUBLIC

Section I – Personal Conduct

a. Disorderly Conduct Any person who shall commit any disorderly or obscene act on the Airport may be immediately ejected there from and admittance again thereto may be barred by the Director of Aviation.

b. Gambling No person shall conduct gambling or operate gambling devices anywhere on the Airport except as provided by state law.

c. Loitering and Refusal to Comply No person shall loiter or loaf on any part of the Airport or in any building on the Airport, nor shall any person come upon or use the Airport, except while enplaning or deplaning as a passenger on an aircraft operating on the Airport after such person has been denied the use of the Airport by the Director of Aviation. Any person or persons who shall refuse to comply with these applicable Rules and Regulations after proper request to do so by the Director of Aviation or other authorized representative of the Authority shall be requested to leave the Airport, and in the event of his or their failure to comply with a proper request to abide by the Rules and Regulations of the Director of Aviation, shall be regarded as a trespasser.

d. Preservation of Property No person shall destroy, injure, deface or disturb in any way any building, sign, equipment, marker, or other structure, tree, flower, lawn or other property on the Airport.

e. Sanitation No person shall dispose of garbage, papers, or refuse or other material on the Airport except in the receptacles approved for that purpose. Commercial dumpsters shall be located so that they can be serviced without vehicles having to go into aviation areas. The use of portable toilets on the Airport is prohibited except by consent of the Director of Aviation.

Chapter V – MOTOR VEHICLE AND TRAFFIC RULES

Section I – Operation of Motor Vehicles

a. Driver Duly Authorized to Operate No motorized vehicle shall be operated in any area of the Orlando Sanford Airport unless (1) the driver thereof is duly authorized and licensed to operate such vehicle, and (2) unless such vehicle is registered in accordance with the law, or unless it is specifically authorized and registered for airport use only by the Director of Aviation.

b. Restrictions as to Operation of Vehicles No vehicle shall be operated in any area of the Orlando Sanford Airport in a careless or negligent manner. All speed limits and safety regulations shall be observed at all times. No vehicle shall be operated while the driver is under the influence of liquor or drugs, or if such vehicle is so constructed, equipped or loaded as to endanger unreasonably or be likely to endanger unreasonably persons or property.

f. Parking Restrictions No person shall park a vehicle or permit same to remain halted on any portion of an Airport, except at such places and for such periods of time as may be prescribed or permitted by the Director of Aviation. No person shall stop or park a vehicle:

- (1) In front of a driveway.
- (2) Within a bus stop, safety zone, or taxicab zone, except for repairs necessitated by an emergency.

- (3) In other than leased or authorized areas for the purpose of washing, greasing, or repairing a vehicle, except for repairs necessitated by an emergency.
- (4) On the road beside any stopped or parked vehicle. (Double Parking)
- (5) Within 15 feet of a fire hydrant.
- (6) Other than in accordance with restrictions posted on authorized signs.

g. Soliciting Rides No person shall stand or walk in or upon a roadway or adjacent parkway for the purpose of soliciting a ride from the driver of any vehicle.

h. Authority to Remove Vehicles The Director of Aviation may remove from any area of the Airport any vehicle which is disabled, abandoned, parked in violation of these rules and regulations, or which presents an operational problem to any other area on the Airport, at the owner's expense and without liability for damage which may result in the course of such motion.

Section III – Taxicabs, Limousines, Buses and Car Rentals

a. Applicability of Rules All individuals, partnerships and corporations operating taxicabs or limousines or engaged in car rentals for the purpose of transporting persons or passengers for hire shall comply with the following rules and regulations.

b. Parking of Taxicabs All taxicabs shall be parked in such manner and in such areas as may be designated from time to time by the Director of Aviation.

c. Loading and Unloading of Taxicabs Operators of taxicabs shall load and unload only in designated loading zones. Taxicabs shall not be parked in said zones longer than is reasonably necessary for the specific purpose of loading and unloading passengers.

d. No Soliciting Passengers for Taxicabs No person shall solicit passengers for a taxicab on the premises of the Airport.

e. Permit for Taxi or Shuttle Van Operation No taxicab or shuttle van shall operate from the Airport without first obtaining a permit, granted by the Sanford Airport Authority, and paying required fees as designated by the Sanford Airport Authority.

f. Permit for Limousine or Bus Operation No limousine or bus service shall be operated on the Airport premises without a permit granted by the Sanford Airport Authority or pursuant to the terms of a written contract with the Authority.

g. City Occupational License and Permit Any permittee must be the holder of a City of Sanford occupational license or other applicable permit under the City of Sanford Code.

l. Charges by Permittee Charges made by permittee for the conveyance of persons shall be reasonable and said charges are subject to the approval of the Authority.

m. Conditions and Appearance of Vehicle All vehicles operated by permittee shall be kept in safe and dependable operating condition and appearance. Any vehicles that are deemed unsafe or are unkempt in appearance may be removed from the Airport by the Authority. Sedans and limousines shall have the name of the operator clearly displayed on the front license plate or other authorized area. All other commercial ground transportation vehicles shall have the name of the operator prominently affixed in at least three (3) inch letters on both sides of the vehicle.

n. Conduct of Agents Permittee, its operators, employees, agents and servants shall conduct themselves at all times in a reserved and gentlemanly manner.

o. Insurance Requirements Permittees shall be required to maintain insurance in such amounts, limits and other conditions as may be prescribed in the sole discretion of the Authority and shall hold the Authority, the City of Sanford and its employees harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages.

Section IV – Special Operational Rules for Commercial Ground Transportation Vehicles

a. General

- (1) Absolutely no soliciting is allowed.
- (2) Profanity is strictly prohibited.
- (3) Boisterous talking, shouting or any disorderly conduct is not permitted.
- (4) Drivers shall not throw trash or refuse on the ground. Trash receptacles will be provided in the general area of taxi parking.
- (5) Undercutting another driver's fare is prohibited.
- (6) Drivers may assist passengers with luggage at the terminal curb only. Drivers may not walk into the bag claim or welcome center areas.
- (7) Drivers may not enter the terminal to check with the airlines for baggage delivery.
- (8) No cruising is allowed in front of the Airport Terminal or anywhere on Airport property.
- (9) All drivers of vehicles for hire shall promptly deliver to the Airport Authority offices all property left in said vehicles by passengers received or discharged at the airport.
- (10) Drivers should not enter the terminal building at any time. Drivers must remain in the immediate vicinity of their vehicle and must always remain with the vehicle while loading or unloading passengers at the terminal curb.
- (11) All ground transportation and other business at the Airport must have a current, valid occupational license issued by the City of Sanford.

b. Driver Requirements

- (1) Drivers must have in their possession and present when requested by the Authority or its designees a valid Florida chauffeur's license authorizing the driver to operate the vehicle being operated by the driver at the Airport.
- (2) Drivers must meet United States Department of Transportation standard for training and certification on an ongoing basis.
- (3) Drivers must have a valid permit or license issued by all applicable governmental authorities.
- (4) Drivers must conduct themselves in a dignified manner.
- (5) Drivers must maintain a clean, neat appearance so as not to be offensive to the passengers engaging their services.
- (6) Driver's employer must have a current operating permit with the Sanford Airport Authority.
- (7) Employees shall not be involved in selling other services than those for which they are authorized by permit to provide at the Airport.
- (8) Permittee's supervisory staff must be on duty when vehicles are in service at the Airport.

c. Vehicle Requirements

- (1) Except for TNC Vehicles, all vehicles must be of a uniform coloring approved by the City of Sanford and must be clearly marked identifying it as a taxi. Magnetic or temporary vehicle signs are not permitted.
- (2) Except for TNC Vehicles, all vehicles must have an operating permit issued by the City of Sanford and the Sanford Airport along with a current windshield sticker.
- (3) Vehicles must be in good repair, clean, well maintained and in sound mechanical condition.
- (4) Vehicles must meet United States Department of Transportation Standards for safety and operation on an ongoing basis.
- (5) Motor coaches must have adequate seating for all passengers. If there are more passengers than seats, the coach must be equipped with handrails and stanchions for each passenger to secure

themselves during the trip. All vans and town cars must have properly inspected and working seatbelts to assure all passengers maximum safety.

- (6) Coach vehicles must have working air conditioning systems designed especially for rapid cooling of a coach when fully loaded in Central Florida weather conditions. All vans must be equipped with working dual or comparably efficient air conditioning systems to assure comfort for all customers, even those in the back of a full van.
- (7) Coach vehicles must be equipped with sufficiently wide aisles to allow for safe and efficient loading and unloading of guests. All vans must be equipped with auxiliary step stools to enable all passengers to load and unload safely from the vehicle.
- (8) Vehicles must be maintained to standards acceptable to the Airport. Clean exteriors and interiors are required. Each vehicle must be properly equipped with all required safety and handicapped assistance equipment and each driver properly instructed on how to use such equipment.

d. Parking Requirements. Parking is permitted only in assigned parking area. Vehicles not engaged in unloading or loading passengers in designated terminal areas are not allowed in the immediate vicinity of the Airport Terminal.

e. Passenger Engagement and Disengagement.

- (1) Drivers may not solicit passengers in any area of the Airport Terminal at any time.
- (2) Drivers should discharge their passengers in designated areas of the terminal. If the passenger is impaired or has excessive baggage, passengers may be discharged in other approved areas.
- (3) At no time will passengers be discharged in the traffic lanes.
- (4) Discharging passengers in the handicapped zone is limited to those passengers that are impaired.

EXHIBIT 4

CERTIFICATE OF INSPECTION

Orlando Sanford International Airport Transportation for Hire Inspection Locations

Valvoline Lube Express & Auto Service Center	
OBT 2 6020 Orange Blossom Trail Orlando, FL 32809 Tel: 407-859-5284	
Hours of Operation: Monday–Friday 8:00am–7:00pm, Saturday 8:00am–6:00pm, Sunday 9:00am-5:00pm	
Sanford 2493 French Ave Sanford, FL 32771 Tel: 407-324-0954	
Hours of Operation: Monday-Saturday 8:00am–6:00pm	
Hunters Creek 2 4115 Town Center Blvd Orlando, FL 32837 Tel: 407-251-0955	Directions: One block south of W Oak Ridge Road, between W Oak Ridge Rd and Lancaster Rd
Hours of Operation: Monday–Friday 8:00am–7:00pm, Saturday 8:00am–6:00pm, Sunday 9:00am-5:00pm	
Firestone Complete Auto Care*	
Firestone Complete Auto Care 350 Semoran Blvd, Sr 436 Casselberry, FL 32707 Tel: 321-282-6259	½ mile west of I4
Hours of Operation: Monday–Friday 7:00am–7:00pm, Saturday 7:00am–6:00pm, Sunday 8:00am-5:00pm	
*You can use any Firestone Complete Auto Care Facility with ASE Certification	

EXHIBIT 5.1.1-1

DATA INTERFACE AGREEMENT

THIS DATA INTERFACE AGREEMENT is entered into as of this ____ day of _____, 2021 (the “**Effective Date**”), by _____, with a principal place of business at _____ (“**Recipient**”) and SANFORD AIRPORT AUTHORITY (the “**Airport**”). The Data Interface Agreement is made with reference to Recipient’s obligation as a Transportation Network Company coordinating transportation pickups on Airport property to collect and remit pickup fees to Airport. This Data Interface Agreement shall be attached and incorporated by reference into the Airport's Operating Agreement with Recipient.

The parties hereby agree as follows:

1. DATA REQUIREMENTS

The data exchange between the Recipient and the Airport, and any other necessary third parties as identified and required by the Airport, shall conform to the following formats:

Name	Format	Description	Samples
uid	<Driver ID + “:” + Trip ID>	Driver ID concatenated with the Trip ID.	<Recipient to provide samples and format> Alphanumeric and special characters
tnc_id	Integer	A unique number assigned to the TNC.	<Recipient to provide samples >
license_plate	Seven-character string	Seven-character or less, numerical and alphabetic, that represents the vehicle license plate. Accepts an empty String value if there hasn’t been a license plate assigned yet.	“ ABC 1 23”, “ ABC 1 234”
timestamp	[YYYY]-[MM]-[DD]T[hh]:[mm]:[ss]Z	The current time of the event or “ping” expressed in ISO 8601 combined date and time in UTC using 24-hour clock. http://en.wikipedia.org/wiki/ISO_8601#UTC	“2014-09-10T14:12:05Z”
txn_type	Literal String	The four types of events or “pings” as defined in the national standard in the terms and conditions of the system.	“ ENTRY” “ DROP-OFF” “ PICK-UP” “ EXIT”
ride count	Integer	Whether there is an active TNC ride in the vehicle following the transaction event/ping.	“ 0”, “ 1” ,

Name	Format	Description	Samples
lon	World Geodetic System 1984 (WGS84) formatted longitude	The longitude coordinate of the event or “ping” expressed as a positive or negative number. For locations in North America, this will always be a negative number.	“-123.12345678”
lat	World Geodetic System 1984 (WGS84) formatted latitude	The latitude coordinate of the event or “ping” expressed as a positive or negative number. For locations in North America this will always be a positive number.	“ 23.12345678”

2. WEB SERVICE

The Airport or a third party designated and identified by the Airport to the Recipient, shall provide a web service in order to accept data from the Recipient in the following manner:

- a. The web service shall use HTTPS protocol to submit all requests and posts.
- b. The web service shall allow HTTPS POST for all “pings” from Recipient.
- c. The web service shall accept the values for the following attributes as defined in the following list in the URL: “uid”, “tnc_id”, “license_plate”, “timestamp”, “txn_type”, “ride_count”, “lon”, “lat”. Parameters must be URL encoded.
- d. A username and secret phrase shall be shared in order to create a basic authorization mechanism for all requests from Recipient. Base64 encoding of the <username:password> shall be provided in the HTTP Authorization Header for all HTTPS requests.
- e. Data from Recipient shall be posted to the following URL with the following parameters with URL encoding (based on RFC 1738: <http://www.ietf.org/rfc/rfc1738.txt>) employed:
<TBD>
Example: <TBD>

Airport agrees to maintain commonly accepted administrative, physical, technical, and procedural safeguards to protect the Interface Data in the possession of Airport against unauthorized access or disclosure.

THIS AGREEMENT IS EXECUTED by the parties as of the Effective Date.

SANFORD AIRPORT AUTHORITY:

RECIPIENT:

By: _____

By: _____

Print Name: George D. Speake, Jr., A.A.E.

Print Name: _____

Title: Executive Vice President/COO

Title: _____

EXHIBIT 5.1.1-2

Orlando Sanford International Airport

TNC Registration Form

January 1, 2021 through December 31, 2021

TNC Name _____

Representative Name _____

TNC Address _____

Phone Number _____

Email _____

_____ TNC has read the TNC Operations Document and the applicable section of Sanford Airport Authority's Rules and Regulations and by signing the TNC agrees to abide by the rules and regulations set therein.

TNC CHECKLIST

_____ Insurance certificates evidencing compliance with the requirements of Section 627.748, Florida Statutes.

_____ Signed Data Interface Agreement attached.

EXHIBIT 5.1.7(a)

TNC STAGING (TNC HOLDING) AREA

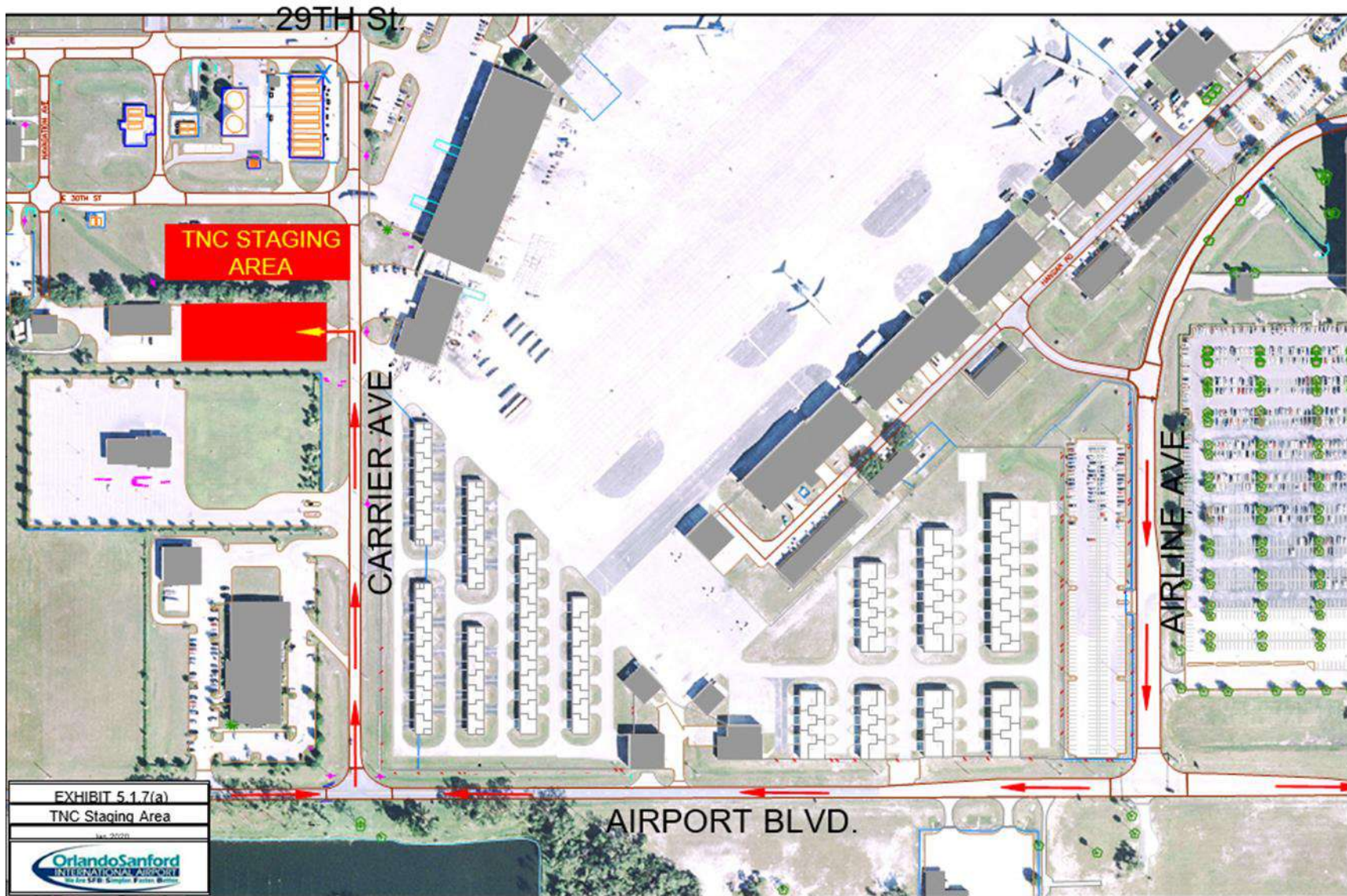


Exhibit 5.1.7(d)

TNC LOADING ZONE (TNC PICKUP ZONE)

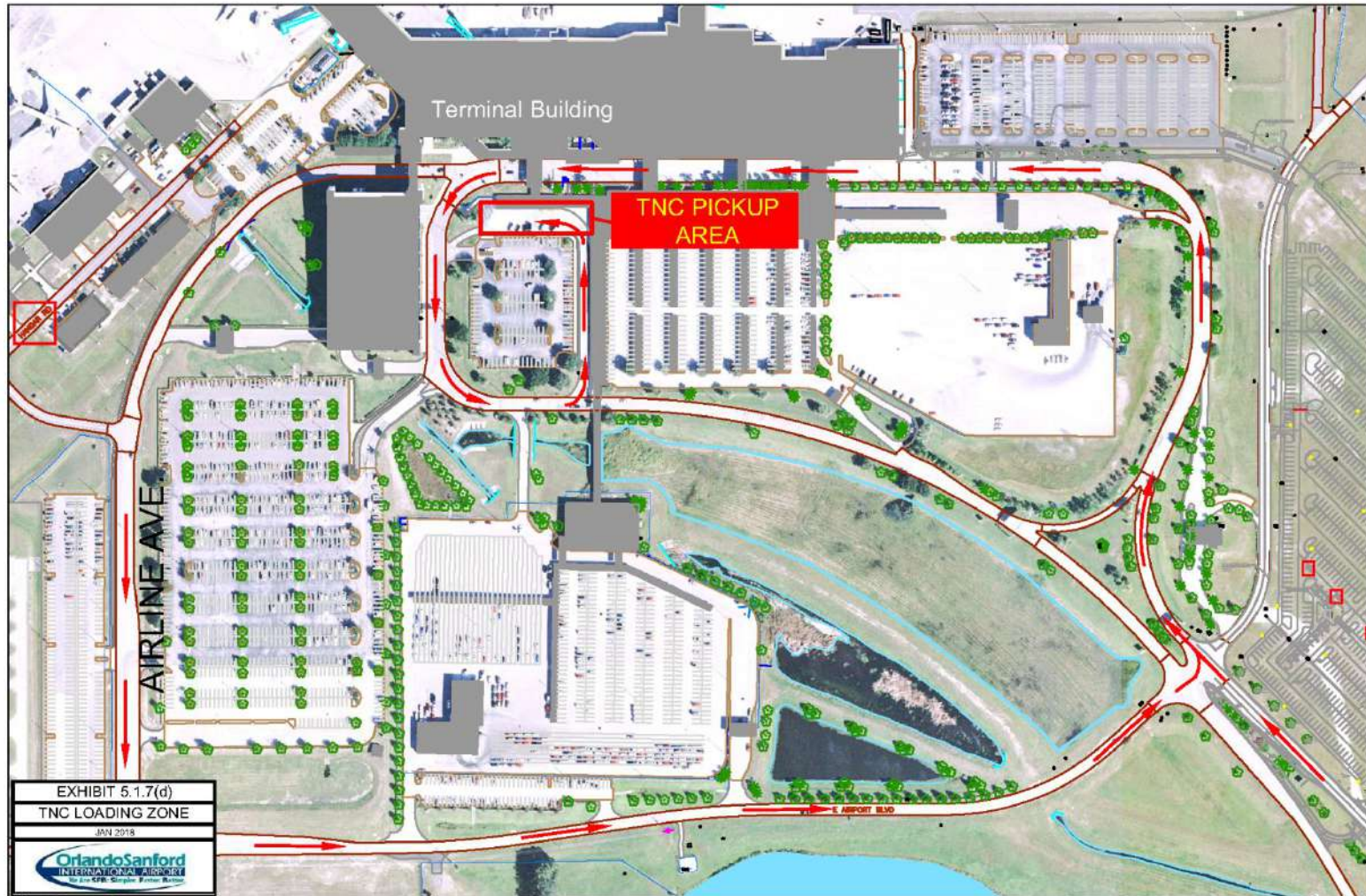


Exhibit 11

FEDERAL STATUTORY REQUIREMENTS

1. **Civil Rights Generally.** Title VI of the Civil Rights Act of 1964, as amended (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance.

1.1 **For all Contracts.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

1.2 **For Lease Agreements and Transfer Agreements.**

The tenant/concessionaire/lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

1.3 The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

2. **Civil Rights – Title VI Assurance.**

2.1 **Applicability.** Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. The Authority and Contractor must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

2.2 **Contract Clauses**

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

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

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

(b) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

(d) **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(i) Withholding payments to the contractor under the contract until the Contractor complies; and/or

(ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

2.2.3 Title VI Required Clauses for Property Interests Transferred from the United States.

(a) **Title VI Solicitation Notice.** The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

(i) NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the Authority will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Authority all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (Exhibit A attached hereto or other exhibit describing the transferred property) and made a part hereof.

(ii) (HABENDUM CLAUSE) TO HAVE AND TO HOLD said lands and interests therein unto the Authority and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Authority, its successors and assigns.

The Authority, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Authority will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.).

2.2.4 Title VI Required Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program. The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Authority and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

2.2.5 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the Authority will there upon revert to and vest in and become the absolute property of the Authority and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

2.2.6 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

PARKING LOT B STAGING AREA

