

COMPANY TERMS AND CONDITIONS

AS USED IN THESE TERMS AND CONDITIONS, THE TERM "COMPANY" SHALL INCLUDE COMPANY AND COMPANY'S EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS, AND CONSULTANTS.

1) ACCESS TO AREAS OF THE AIRPORT

- a) Access will be based on need, safety, and security; Transportation Security Administration 49 CFR Parts 1520, Sea-Tac International Airport Schedule of Rules and Regulations, Section 3, General Rules and Regulations, and Airport Security Coordinator. Download full reports at <http://www.portseattle.org/business/airport/index.shtml#report>: Once a company employee terminates employment, then his/her badge must be returned to the ID Badge Access office within 30 days, or company is subject to \$250 minimum fine.
- b) Privileges may be changed, denied, or revoked at any time at the discretion of the Airport Security Coordinator.
- c) All employees who require access to either restricted or secured areas must obtain an ID badge.
- d) All employees must obtain a separate ID badge for each company/employer.
- e) Security Identification Display Area (SIDA) Training is required for all employees who require unescorted access to restricted areas in accord with Airport Security Plan and Title 49 CFR Part 1542.213 (b). Register for training at <http://www.portseattle.org/about/employeeservices>

2) ID BADGES

- a) A company employee is subject to a \$250 minimum fine for a lost badge.
- b) Once a company employee terminates employment, then his/her badge must be returned to the ID Badge Access office within 30 days, or company is subject to \$250 minimum fine.
- c) All ID badges must be accounted for in compliance with Transportation Security Administration regulations and Airport Security Plan.

3) ACCESS TO DRIVE ON THE AIRFIELD

- a) Company agrees to comply with Sea-Tac International Airport Schedule of Rules and Regulations, Section 4, Motor Vehicle Operations—reference 1 a) above.
- b) Failure to comply with Sea-Tac International Airport Schedule of Rules and Regulations may result in fines being imposed, which will be passed on to company, in addition to any enforcement action taken under the provisions of the Sea-Tac International Airport Schedule of Rules and Regulations, Section 8, Enforcement—reference 1 a) above.
- c) All company employees who need to drive on the airfield must obtain a Port of Seattle SIDA badge with driving privileges.
- d) All company employees who need to drive on the airfield must be in physical possession of a valid, unrestricted driver's license with all necessary endorsements.
- e) Air Operations Area (AOA) Driver's Training is required for all company employees who drive unescorted on the airfield. Register for training at <http://www.portseattle.org/about/employeeservices>
- f) Air Movement Area (AMA) Training may be required for company employees who drive on airfield movement areas. Register for training at <http://www.portseattle.org/about/employeeservices>
- g) Access to drive on the airfield will be restricted during periods of low visibility, emergency situations, or otherwise, as determined by the Port of Seattle.
- h) All sub-contractors must submit a separate application for access to drive on the airfield.

4) INSURANCE

- a) Valid and current insurance is required for each entity, company, or individual who has access to the airfield. Minimum insurance requirements to drive on the airfield are listed as an attachment to these Terms and Conditions. Airfield driving access will be terminated if any of the required insurance coverage is expired or not kept current. The Port will attempt, but is not obligated, to provide advance notice to those whose insurance is set to expire within 30 days. The responsibility to maintain current insurance lies with the party requesting access to the airfield. For those seeking an ID access badge, but not accessing the airfield, insurance requirements will be dictated by the specific contract or agreement to which company, entity, or individual is under.

TERMS AND CONDITIONS CONTINUED ON OTHER SIDE

BY AGREEING TO THESE TERMS AND CONDITIONS, I CERTIFY THAT I HAVE READ THEM, THAT I AGREE TO THEM, AND THAT THE INFORMATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE.

Print Name	Signature	Date
Company Name		Phone

COMPANY TERMS AND CONDITIONS, CONTINUED

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5) VEHICLE SIGNAGE

- a) Company vehicles must have company name on the driver and passenger sides of vehicle before entering a controlled, secure area.
- b) Signs must be of commercial design.
- c) Print must be at least two-inches high for readability.
- d) Magnetic signs are acceptable.
- e) Port of Seattle signs for vehicle under escort are available at staffed airfield perimeter gates.

6) KEYS

- a) Access keys will be provided based on an evaluation of company need.
- b) Keys are issued to an employee, who is responsible for any keys.
- c) Keys may be subject to deposit; deposit will be refunded upon return.
- d) Keys must be returned to ID Badge Access office.

7) PAYMENT

- a) If your company defaults on payment, then Port of Seattle will require cash or credit card.
- b) If your ID badge account is unpaid, then your ID badges will be deactivated.

8) INDEMNIFICATION

- a) COMPANY shall defend, indemnify, and hold harmless the PORT from all liability, claims, damages, losses and expenses, whether direct, indirect, consequential (including, but not limited to, attorneys' and Companys' fees and other expenses of litigation or arbitration) arising out of or related to Company's operations, work, services, including the operation of a motor vehicle a Seattle Tacoma International Airport, which is caused, or alleged to be caused, in whole or in part, by any act or omission of COMPANY; PROVIDED, however, that this paragraph shall not be construed so as to require COMPANY to defend, indemnify or hold harmless the PORT from such claims, damages, losses, or expenses caused by or resulting from the sole negligence of the PORT. COMPANY expressly agrees that its duty to defend and indemnify the Port includes negligent acts, which are concurrent, contributory, or both by the Port, resulting in said injuries, death or damage. However, PROVIDED FURTHER that if and to the extent that this Agreement is construed to be relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, highway, road, railroad, excavation, or other structure, Project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (1) the PORT and (2) COMPANY, it is expressly agreed that COMPANY'S obligations of indemnity under this paragraph shall be effective only to the extent of COMPANY'S negligence. The obligations of this paragraph shall not be construed to negate, abridge, or otherwise reduce any other right or obligation which would otherwise exist as to any person or entity described in this paragraph.
- b) In any and all claims against the PORT by any employee of COMPANY, the indemnification obligation of Subparagraph A of this paragraph shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for COMPANY under applicable worker's or workmen's compensation, benefit, or disability laws (including, but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). COMPANY expressly waives any immunity COMPANY might have under such laws, and, by agreeing to enter into the Agreement, acknowledges that the foregoing waiver has been mutually negotiated by the parties.
- c) For purposes of this paragraph only, the term "PORT" shall mean and include the PORT and its commissioners, other officers, employees, and agents, and the term "COMPANY" shall mean and include COMPANY, all of its SubCompanys and suppliers at all tiers, agents, and any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.