



**GROUND TRANSPORTATION OPERATING AGREEMENT FOR:  
ON-DEMAND TAXI/FOR-HIRE PILOT PROGRAM**

This Ground Transportation On-Demand Taxi/For-hire Pilot Program Operating Agreement (hereinafter called "Operating Agreement") is made and entered into between the Port of Seattle (hereinafter called the "Port") and the Ground Transportation Operator identified below (hereinafter called "Operator").

**WHEREAS**, the Port owns and operates the Seattle-Tacoma International Airport (hereinafter "the Airport"), located in the County of King, City of SeaTac, State of Washington; and

**WHEREAS**, Operator desires to operate or facilitate ground transportation services from the Airport, and the Port is prepared to allow Operator to do so on the terms set forth in this Operating Agreement; and

**WHEREAS**, both the Port and the Operator acknowledge that during the term of this Agreement there will be significant construction activity at the Airport, which may require alteration or relocation of the facilities affecting the Operator;

**NOW, THEREFORE**, in consideration of their mutual promises, the parties hereby agree that the Operator's activities at the Airport shall be governed by the following terms and conditions:

1. The Port hereby permits Operator to operate, or to facilitate the operation of, one or more vehicles to pick-up and deliver passengers at the Airport as more particularly set forth in this Operating Agreement. To the extent required by the Terms and Conditions of this Operating Agreement or the Operating Instructions, Operator shall obtain individual permits for each vehicle Operator operates under this Agreement.
2. Operator and Operator's operations must, at all times, be in compliance with State of Washington, King County, City of Seattle, City of SeaTac and all federal laws and regulations, as applicable.
3. Operator shall comply with the Terms and Conditions of this Operating Agreement and the Operating Instructions applicable to the Operator and its particular class of service. The Terms and Conditions and current Operating Conditions are attached hereto and incorporated herein. Together with this Operating Agreement, the Terms and Conditions and Operating Instructions are called the "Agreement."
4. Operator shall also comply with the then-current Port tariffs, rules and regulations, and procedures and directives pertaining to the operation of vehicles at the Airport. Operator may obtain copies of the current Operating Instructions, tariffs, rules and regulations, and procedures and directives from the Ground Transportation Information Booth at the Airport.
5. Violation of any of the above may result in monetary fines and/or suspension and/or termination of the Agreement and any and all permits.

Date: \_\_\_\_\_  
 Operator: \_\_\_\_\_  
 DBA: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Cab Number(s): \_\_\_\_\_

**PORT OF SEATTLE:**  
 Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Aviation Operations - Landside  
 Seattle-Tacoma International Airport  
 17801 International Blvd  
 PO Box 68727  
 Seattle, WA 98168-0727  
 Email Address: [TaxiPilot@portseattle.org](mailto:TaxiPilot@portseattle.org)

**TERMS AND CONDITIONS OF OPERATING AGREEMENT**

**1. DEFINITIONS**

The following terms when used in the Agreement shall have the meanings set forth below:

- A. Airport:** Seattle-Tacoma International Airport.
- B. For-Hire Vehicle:** “For-Hire Vehicle” shall have the meaning set forth in King County Code Section 6.64.010 on the date of this Agreement, which provides as follows: “For-hire vehicle” means a motor vehicle used for the transportation of passengers for hire and not operated exclusively over a fixed and definite route, except: 1) Taxicabs; 2) Transportation network company endorsed vehicles; 3) Passenger vehicles carrying passengers on a noncommercial enterprise basis; and 4) Vehicles or operators expressly exempt by state law from county regulation.”
- C. Business Day:** Weekdays Monday through Friday, excluding Port Holidays.
- D. Driver:** Any driver actually providing transportation services to a customer under the terms of, and authorization granted by, this Ground Transportation Agreement. The term Driver specifically includes employees, independent contractors, and any other person, without regard to the particular contractual or business relationship between Operator and Driver, who actually provides the transportation services. The term Driver is likewise intended to extend to anyone present on or about the Airport providing assistance to or otherwise accompanying any Driver.
- E. Manager of Ground Transportation or “MGT”** The Port’s Manager of Ground Transportation or his/her designee.
- F. On-Demand Taxi/For-hire** A taxi or for-hire vehicle service, authorized by King County pursuant to Chapters 46.72 and/or 81.72 of the Revised Code of Washington, where the Operator transports passengers on an on-demand basis from the Airport and does not cover pre-arranged services, which pre-arrangement is either made directly with the Driver or dispatched from a taxi company dispatch center. On-Demand Taxi/For-hire vehicles are limited to those operating, as of September 30, 2019, under the Concession Agreement for On-Demand, Outbound Transportation Services between Port of Seattle and Eastside for Hire, Inc, dated September 16, 2016, as amended, and an additional five Operators selected through a lottery or other selection process conducted by the Port to be part of the Pilot Program.
- G. Operator:** The holder (either as the owner or lessee) of a valid medallion from King County and the City of Seattle (for all vehicles other than Wheelchair Accessible Vehicles) or medallion from King County (for Wheelchair Accessible Vehicles) that is also the legal and/or registered owner (whether individual or entity) of the Vehicle executing the Operating Agreement to which these Terms and Conditions are attached.
- H. Per-Trip Fee** A fee charged, whether through a third-party application, a point-of-sale

device, invoice, or through other means as may be designated by the Port, for the pick-up of passengers pursuant to this Operating Agreement. Per-Trip Fee shall apply only to revenue generating trips.

- I. Pilot Program** A pilot program covering On-Demand Taxi/For-hire services at Seattle-Tacoma International Airport.
- J. Special Needs** Special needs include passengers with a disability recognized under the American with Disabilities Act, passengers that are elderly and have health problems, passengers that are mobility impaired, or single passengers traveling with infant children and excessive possessions, including baby seat and luggage.
- K. Solicit or Solicitation:** Engaging in any in-person activities at the Airport intended to persuade members of the public to use Operator’s service.
- L. Suspension:** A period of time in which an Operator and/or Driver cannot operate at the Airport.
- M Taxi** “Taxi” (and “Taxicab”) shall have the meaning set forth in King County Code Section 6.64.010 on the date of this Agreement, which provides as follows: Taxicab" means a motor vehicle used for the transportation of passengers for hire, where the route traveled or destination is controlled by the passenger and the fare is based on an amount recorded and indicated on a taximeter, on an application dispatch system linked to a taximeter, or on a special rate or contracted rate agreement as permitted by this chapter.”
- N. Vehicle** Any Taxi or For-hire vehicle actually used in providing transportation services to a customer under the terms of, and authorization granted by, this Operating Agreement. Vehicle includes any vehicle owned, leased, or otherwise operated by Operator or any of its Drivers. Except for Wheelchair Accessible Vehicles, all Vehicles must be licensed by King County and City of Seattle for operation as a Taxi and For-Hire Vehicle.
- O. Wheelchair Accessible Vehicle** A Taxi or For-hire vehicle licensed by King County to provide wheelchair accessible transportation.
- P. Citation:** A monetary fine issued to Operator and/or Driver by the Port for failure of the Operator and/or Driver to abide by the terms of the Operating Agreement.

## 2. TERM

A. Pilot Program. The Pilot Program will last approximately two years, commencing upon the termination of the current Eastside For Hire agreement, which is anticipated to be on or about October 1, 2019 and expiring, unless otherwise held over on a month-to-month basis, September 30, 2021.

B. Agreement Term. The term of this Agreement, will commence upon the later of (a) the signing by both parties, and (b) the termination of the current Eastside For Hire agreement; and will expire September 30, 2021, unless otherwise terminated or superseded as permitted in this Agreement. Operator must obtain a separate annual operating permit through the MGT. Operator shall have no rights whatsoever pursuant to this Agreement or otherwise after the Port terminates the Pilot Program. Notwithstanding the initial or extended term, however, the Agreement may be cancelled at any time in advance of the then-current expiration upon at least thirty (30) days written notice by either party to the other.

### 3. GRANT TO OPERATOR; NON-EXCLUSIVE RIGHTS

- A. Operator's rights under this Agreement are non-exclusive. While the Port is committed to the Pilot Program, if the Port determines in its sole discretion that the Pilot Program is not meeting the Port's desired service levels or goals, the Port may (1) authorize any additional Permits it determines to be appropriate, (2) modify the Pilot Program, or (3) take any other actions it determines to be in the best interests of the Port and the traveling public, up to and including unilateral modification or termination of the Pilot Program. If the pool of On-Demand Vehicle Owners does not meet the minimum services levels desired by the Port or provide adequate service during inclement weather or other adverse conditions, the Port may call in other Taxicab/For-Hire Vehicle services to meet such minimum service levels or take any other actions it determines to be in the best interests of the Port and the traveling public. Nothing in this Agreement shall prevent the Port from entering one or more similar agreements with other operators for ground transportation services or permitting other operators to utilize the same facilities as Operator.
- B. Operator shall use only such portions of the Airport premises including any loading/staging areas as the Port, in its discretion, may from time to time designate in writing, subject to all of the terms, conditions and covenants contained in this Agreement.
- C. Nothing in this Paragraph 3 shall be construed to grant any rights to any third parties or to restrict in any way the Port's rights to deny or control uses of the Airport property. This Agreement does not authorize Operator to perform any services for the account, or on behalf, of the Port; all services authorized by this Agreement are to be performed by Operator to and for its own account or those of its Drivers.

### 4. FEE/CHANGE IN FEE

- A. Operator, whether on its own or through a different Driver of the Vehicle, must pay a Per Trip fee of Six Dollars (\$6.00) for the rights granted under this Agreement. The Per Trip fee may be adjusted, at the Port's sole discretion, with prior notice provided to the Operator. **Fees will not be prorated nor will there be any refunds.**
- B. Fines for Citations shall also be as set forth in the then-current Airport tariff. Fines are specifically subject to change over the life of this Agreement upon thirty (30) days' written notification to Operator. Fines may be assessed against the Operator and its employees, agents and Drivers.

### 5. BILLING

- A. Operator, through authorized Drivers, will remit to the Port, by means prescribed by the Port under the On-Demand Taxi/For-hire Operating Instructions, the Per-Trip Fee, which shall be paid at the time and place of an on-demand revenue pick-up trip. Operator acknowledges that alternative methods of remitting payments for Per-Trip Fees may be implemented from time to time and that, in the event Per-Trip Fees are not collected at the time of passenger pick-up, on-demand revenue trips using alternative methods shall be calculated based on AVI tag information, less any Port documented non-revenue exclusions. The Operator shall remit to the Port, at the address prescribed below, within ten (10) calendar days the total amount due for the prior month based on the number of revenue on-demand trips not otherwise collected multiplied by the current Per-Trip fee.
- B. Invoices, if issued, shall be payable immediately upon receipt. Payment shall be made, with checks payable to the Port of Seattle, and remitted to the following address: Port of Seattle, PO Box 24507, Seattle, WA 98124-0507. The Port reserves the right to change the remittance address at any time with prior notice to the Operator. Any other payments/monies owed by the Operator pursuant to the Agreement shall be paid to the Port within the time specified on the invoice. Failure to pay may result in

the suspension of Operator's access to the Airport and/or termination of this Agreement. The Port may assess Interest charges, in accordance with Tariff #1, on all past due amounts owed to the Port. Such amounts will become due immediately.

- C. Operator agrees that it will establish and maintain an accounting and record keeping system (specifically including all books of account and records customarily used in the type of operation permitted by this Agreement) for the purpose of validating the determination of any fees or other computations, which may be necessary or essential in carrying out the terms of this Agreement. Operator shall maintain accurate records of all revenue trips and non-revenue trips originating from Port property, including at a minimum the dates, approximate times, and fares of each such trip. Operator shall maintain its records relating to the operation permitted by this Agreement for a period of at least two (2) years after the end of each calendar year.

## **6. ADDITIONAL OBLIGATIONS OF OPERATOR**

- A. Operator's employees, agents and Drivers performing services at the Airport shall be neat, clean and courteous, and Operator shall not permit its employees, agents or Drivers to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to Solicit business in any manner whatsoever.
- B. Operator shall not disturb the Port or any tenant, guest, invitee or other person using the Airport by making or permitting any unusual disturbance, noise vibration, or other condition on or at the Airport
- C. Operator shall abide by, and be subject to, all then-current Port tariffs, rules and regulations, and procedures and directives that have been communicated to Operator by the Port and which pertain to the operation of vehicles at the Airport.
- D. Prior to execution, and continuing throughout the life of this Operating Agreement, Operator shall provide to the Port all documents relating to the necessary startup of operations (Startup Documents). The Startup Documents include: required insurance under this Operating Agreement; required documents for Operating Permit, if applicable; vehicle ownership information sheet; operator contact information sheet; medallion information; authorized Drivers for Operator's vehicles; evidence of vehicle registration for each vehicle, showing Vehicle Identification Number (VIN) and vehicle license plate number; dispatch company affiliation documentation; this Operating Agreement signed by the Operator; and, any other documentation required by the Port to establish operations at the Airport.
- E. Failure to provide any of the Startup Documents, or provide any required documentation during the Agreement, including, but not limited to, insurance when requested by the Port, the Operator will be placed on an operationally suspended list (Denied List). The Denied List shall be maintained by Ground Transportation and shall mean the Operator has failed to provide one or more documents required under this Operating Agreement and the Port shall prohibit the Operator from conducting operations at the Airport.
- F. Operator shall, during the term of this Agreement, notify the Port of any changes relating to the medallion, Vehicle, dispatch company or association affiliation, licensing with King County and/or City of Seattle, and authorized Drivers of the Vehicle(s) authorized to provide On-Demand Taxi/For-hire services at the Airport. Such notice(s) must occur within the limits set out in the Operating Instructions.

- G. Operator shall ensure that all authorized Drivers be properly licensed by King County. Operator must also ensure that all Vehicles, other than Wheelchair Accessible Vehicles, be duly licensed by King County and the City of Seattle. Wheelchair Accessible Vehicles that are part of the On-Demand Taxi/For-hire fleet and not added as part of a lottery must be duly licensed by King County. Wheelchair Accessible Vehicles added as part of a lottery process will be subject to the licensing requirements set forth in said lottery process. Operator shall also ensure that all authorized Drivers enroll in the online payment platform designated by the Port and shall, for the payment of the Per-Trip Fee, utilize the Driver's issued unique barcode, QR code, identification number, or other methods designated by the Port and/or its payment platform.
- H. Operator must be affiliated with a licensed and authorized dispatch company throughout the entire term of this Agreement. Operator is not restricted from changing affiliation during this Agreement. All vehicles must adhere to the color and paint schemes utilized by that dispatch company. Operator further agrees to adhere to the rules and regulations issued by the affiliated dispatch company (unless such rules or regulations conflict with the requirements of this Agreement or other Airport rules and regulations, in which case this Agreement or the other the Airport rules and regulations would control) and may not operate at the Airport under this Agreement during any suspensions or other periods Operator is not otherwise in good standing with the affiliated dispatch company. Failure to adhere to this section may result in the permanent revocation of any permits issued under this Agreement and the termination of this Agreement.
- I. Operator acknowledges that, as set forth in Port of Seattle Commission Motion 2019-03, during the Pilot Program, the Port may engage with a voluntary organization that meets the requirements in the Motion, along with other interested Drivers and Operators, for input on the Pilot Program on items such as performance of the permit relationship between the Port, its curbside manager, and the Operator/Driver community, including scheduling, compliance, dispute resolution, and other issues related to management of the system.

## **7. INSPECTION**

Operator shall make its employees, agents, Drivers and Vehicles available for inspection and review by representatives of the Port at any time while on Port property. The Port may inspect employees, agents, Drivers and Vehicles at any time for compliance with the standards in this Agreement. Operator's Vehicles may be inspected for cleanliness, proper equipment, good appearance, safe operating condition and violations of any laws, ordinances, the terms of this Agreement (specifically including the then-current Port tariffs, rules and regulations, and procedures and directives pertaining to the operation of vehicles at the Airport). Operator's employees, agents and Drivers may be inspected for cleanliness, good appearance, and violations of any laws, ordinances, or the terms of this Agreement (specifically including the then-current Port tariffs, rules and regulations, and procedures and directives pertaining to the operation of vehicles at the Airport). The Port shall not, however, be obligated to undertake any inspection or review, and the fact of an inspection (or the failure to undertake any inspection) shall not constitute a certification, representation or warranty that Operator is in compliance with any obligation required under this Agreement.

## **8. RIGHT TO DEVELOP AIRPORT; INTERRUPTIONS IN USE**

- A. The Port reserves the right to repair, develop and/or improve the Airport and roads, landing areas, taxiways, and terminal areas as it may see fit, free from any and all liability to Operator for loss of business or damage of any nature whatsoever sustained by Operators that arise from or relate to such repairs, alterations or additions.



- B. If the Port shall be unable for any reason to allow Operator the use of the Airport drives, or any portion thereof, at the time of commencement of the term of this Agreement or at any time during the term of this Agreement, the Port shall not be liable for any damage caused thereby to Operator, nor shall this Agreement thereby become void or avoidable, nor shall the term specified herein be in any way extended, and Operator shall not be subject to any refund or proration of fees paid under this Agreement and shall remain liable for all fees arising from Operator's continued operation and required by this Agreement.

## 9. INDEMNIFICATION

- A. The Port, its officers, employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Operator or Operator's officers, agents, employees, Drivers, contractors, subcontractors, licensees or invitees, as a result of any condition (including existing or future defects in the portions of the Airport utilized by Operator) or occurrence (including failure or interruption of utility service) whatsoever related in any way to Operator's use or occupancy of the Airport and of areas adjacent thereto.
- B. Operator shall defend (with counsel acceptable to the Port), fully indemnify, and hold entirely free and harmless the Port and its Commissioners, officers, agents and employees from any and all loss, damages, expenses, attorneys' fees, consultants' fees, court costs and other costs for or from: (a) any accident, injury, death or damage to any third party arising from Operator's operations on or about the Airport, whether or not caused by the negligence of Operator or any third party; and (b) any fault or negligence by Operator, any licensee, invitee or concessionaire of Operator, or of any officer, agent, employee, Driver, guest or invitee of any such person; and (c) any failure on Operator's part to comply with any of the covenants, terms and conditions contained in this Agreement; *provided, however*, nothing herein shall require Operator to defend, indemnify, or hold harmless the Port from any accident, injury, death or damage arising out of the sole negligence of the Port or its Commissioners, officers, agents and employees.
- C. Operator agrees that the foregoing indemnity specifically covers actions brought by its own employees and Drivers, and thus Operator expressly waives its immunity under industrial insurance, Title 51, as necessary to effectuate this indemnity. OPERATOR AND PORT AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION.

## 10. INSURANCE

- A. Operator shall, at its own expense, comply with the insurance requirements set forth on **Attachment A** to these terms and conditions.
- B. The insurance requirements set forth on Attachment A shall not operate to limit Operator's liability separate from, or in excess of, the forms of insurance and policy limits set forth. Furthermore, the minimum policy forms and limits required do not indicate that the Port has assessed the risks that may be applicable to Operator under this Agreement. The Port makes absolutely no representations or warranties that the forms or limits of coverage of insurance specified are adequate to cover Operator's property or Operator's liabilities or obligations under this Agreement.
- C. **The insurance specified in Table A applies to the vehicle owner, whether that is the Driver or the Operator as defined here within.** The vehicle driven shall be minimally insured to the limits in Attachment A.

## **11. TAXES**

Operator shall be liable for, and shall pay throughout the term of this Agreement, all license fees and all taxes payable for, on account of, or related to its activities conducted at the Airport, whether imposed on Operator or on the Port. Operator shall reimburse the Port for all such taxes paid or payable by the Port. All tax amounts for which the Port is or will be entitled to reimbursement from Operator shall be payable by Operator at least fifteen (15) days prior to the due dates of the respective tax amounts involved; provided, that Operator shall be entitled to a minimum of ten (10) days' written notice of the amounts payable by it.

## **12. INTEREST CHARGES**

All fees, payments or amounts owed by Operator to the Port shall be due as provided in this Pilot Program Agreement. If any fees or any other sum due from Operator shall not be received by the Port when due, the Operator shall be subject to interest charges as provided in Sea-Tac International Airport, Airport Tariff No. 1, as the same may be revised or replaced from time to time. Acceptance of such interest charges by the Port shall in no event constitute a waiver of Operator's default with respect to such overdue amount, nor prevent the Port from exercising any of the other rights and remedies granted hereunder.

## **13. ASSIGNMENT**

This Agreement is between the Port and the Operator that is the owner (as of the date of execution of this Agreement) of both (a) the specific Vehicle authorized to operate under this Agreement and (b) the taxi/for-hire medallion associated with that owner/Vehicle combination. The purpose of this Agreement is to allow that specific owner/Vehicle/medallion combination, and only that specific owner/Vehicle/medallion combination, to operate under the terms of this Agreement. This Agreement, and any and all rights associated therewith, are non-transferrable and non-assignable. Any transfer or assignment will void this Agreement. Operator may not sell, assign, or otherwise transfer in any way its rights granted under this Agreement, except that Operator may (a) contract or otherwise authorize another Driver to drive its Vehicle under the terms of this Agreement, and (b) may purchase or lease a replacement Vehicle so long as that Vehicle is associated with the same medallion as the original Vehicle (and the replacement Vehicle otherwise meets all of the requirements for a replacement Vehicle).

## **14. NONWAIVER**

The failure of the Port to insist in any one or more instances, upon a strict performance of any of the covenants or requirements of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver of or relinquishment for the future of the performance of such covenant or requirement, or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by the Port of any fees or fines, with knowledge of the breach of any covenant or requirement of this Agreement, shall not be deemed a waiver of such breach, and no waiver by the Port of any provision or requirement hereof shall be deemed to have been made unless expressed in writing and signed by the Port. The consent or approval of the Port to or of any act by Operator requiring the Port's consent or approval shall not be deemed to waive or render unnecessary the Port's consent or approval to or of any subsequent similar acts by Operator.

## **15. NONDISCRIMINATION**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation's regulations, 49 CFR Part 21. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, religion, national origin, age, disability, genetic information, or sex in connection with the award or performance of any concession agreement, management contract, subcontract, purchase or lease agreement or other agreement covered by 49 CFR part 21.



Furthermore, during the performance of this Agreement, Operator, for itself, its assignees, and successors in interest (for purposes of this Section and its referenced exhibits only, “contractor”) agrees to both (i) comply with the covenants set forth on **Attachment B** and (ii) comply with the non-discrimination statutes and authorities set forth on **Attachment C**, both of which are incorporated hereby this reference.

**16. COMPLIANCE WITH LAWS**

Operator agrees to comply with all applicable rules and regulations of the Port now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Operator further agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations.

**17. JOINT AND SEVERAL LIABILITY**

Each and every party who signs this Agreement, other than in a representative capacity, shall be jointly and severally liable hereunder.

**18. LABOR DISPUTES**

Operator agrees to use its best efforts to avoid disruption to the Port, its tenants or members of the public, arising from labor disputes involving Operator, and in the event of a strike, picketing, demonstration or other labor difficulty involving Operator, to use its good offices, including the utilization of available legal remedies, to minimize and/or eliminate any disruption to the Port, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

**19. GOVERNING LAW; VENUE**

This Agreement shall be construed according to Washington State law without regard to its choice of law principles. Jurisdiction and venue for any suit arising under this Agreement shall be exclusively in the state of federal courts located in King County, Washington.

**20. INVALIDITY OF PARTICULAR PROVISIONS**

If any term or provision of the Agreement or its application to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected and will continue in full force and effect.

**21. CAPTIONS**

The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

**22. SURVIVAL OF INDEMNITIES**

All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Operator shall, at the Port’s option, defend the Port at Operator’s expense by counsel reasonably acceptable to the Port.

**23. TERMINATION BECAUSE OF COURT DECREE**

In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this Agreement, then either party hereto may terminate this Agreement by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Operator is not in default under any of the provisions of this Agreement on the effective date of such termination, any fees prepaid by Operator shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Operator.

**24. TERMINATION FOR DEFAULT**

- A.** Time is of the essence of this Agreement, and in the event of the failure of Operator to pay any fees or fines, or any other amounts required hereunder at the time and in the manner herein specified, to modify its operations forthwith at the request of the Port whenever the Port shall have determined in its discretion that the standards established herein are not being followed or to keep any of the covenants or agreements herein set forth to be kept and performed (including those within the Operating Instructions, the tariff, rules and regulations, and procedures and directives), the Port may elect to terminate this Agreement; provided however, that Operator shall be given fifteen (15) days notice in writing stating the nature of the default in order to permit such default to be remedied by Operator within said fifteen (15) day period. The Port may, for violations that it, in its discretion, considers serious, suspend Operator's activities at the Airport immediately and until such time as any deficiencies in performance under this Agreement have been remedied.
- B.** If Operator shall file a petition in bankruptcy, or if Operator shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of the Operator shall be appointed in any proceeding brought by or against Operator, or if Operator shall make an assignment for the benefit of creditors, or if any proceeding shall be commenced to foreclose any lien on Operator's interest in any personal property kept or maintained at the Airport, the Port may, at its option, terminate this Agreement.
- C.** No termination shall relieve Operator of any obligations already incurred or which are intended to survive termination.

**25. SUSPENSION OF AGREEMENT**

In the event that the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to materially interfere with Operator's services and operations, or in the event of destruction by fire or other cause of all, or a material portion of the Airport or Airport facilities, or any other circumstances which are beyond the control of the Port or the Operator, either party may suspend this Agreement for the periods of such disability.

**26. ATTORNEYS' FEES**

In the event that either party shall be required to bring any action to enforce any of the provisions of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the substantially prevailing party's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Port by public or in-house attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Seattle.

**27. AMENDMENT**

Subject to Operator's right to terminate this Agreement, any and/or all parts of this agreement may be amended by the Port upon thirty (30) days prior notice to the Operator.

**28. NOTICES**

A. Notice from the Port to Operator. All notices hereunder from the Port to Operator may, at the Port's sole discretion, be delivered, emailed, or mailed. If delivered by messenger or courier, they shall be deemed delivered when received. If delivered by mail or email, they shall be deemed delivered two (2) days following mailing or emailing. All notices to Operator shall be sent, at the Port's discretion, to the mailing address or email address specifically set forth on the Operating Agreement. Either party may change the notice address by providing advance, written notice of the change to the other party. Operator specifically agrees that it must (i) periodically check its email account to timely receive any notices provided by the Port, (ii) update and maintain the email account, and (iii) set up and maintain the account to receive emailed notice from the Port. Operator's failure to periodically check for emailed notices, failure to update or maintain the email account, or failure to otherwise set up and maintain the account to receive such emailed notices shall not negate the effect of such notice.

B. Notice from the Operator to the Port. All notices hereunder from the Operator to the Port may, at the Operator's sole discretion, be delivered, emailed, or mailed. If delivered by messenger or courier, they shall be deemed delivered when received. If delivered by mail, they shall be deemed delivered two (2) days following mailing. If delivered by email, the email will only be deemed received when the Operator receives a Port-generated auto-reply indicating that the message has been received by the Port. If no such Port-generated auto-reply message is received by Operator, the notice shall be deemed NOT to be effective. All notices to the Port shall be sent, at the Operator's discretion, to the mailing address or email address specifically set forth on the Operating Agreement. Either party may change the notice address by providing advance, written notice of the change to the other party.

**29. SUBORDINATION TO AIRPORT OPERATOR ASSURANCES**

This Ground Transportation Operating Agreement shall be subject and subordinate to the terms of any Airport Sponsor assurance agreement or other, similar agreement that the Port may, as operator of the Airport, be required to furnish to the Federal Aviation Administration or otherwise adhere.

**ATTACHMENT A**  
– Insurance Requirements –

- A. Prior to commencement of this Agreement, Operator shall procure and maintain insurance coverage to be kept in force for the term of this Agreement as determined by Table No. 1 of this Attachment A. Insurance shall be procured from authorized or eligible surplus lines insurance carriers with a current A.M. Best's rating of no less than "A Minus VI".
- B. Coverage shall be continuous and shall not lapse or be terminated during the Term of this Agreement without written notification to the Port by Operator's or Operator's insurance agent or broker, which written notification shall be provided no less than thirty (30) days prior to any such lapse or termination. Operator additionally agrees to notify the Port upon any reduction in limits.
- C. All deductibles or self-insurance retentions are the responsibility of the Operator. Operator may meet required insurance limits through a combination of primary and umbrella or excess insurance. Any insurance the Port may carry will apply strictly on an excess basis over any applicable insurance the Operator may carry.
- D. Operator shall provide evidence of insurance, specifically including the proper forms and endorsements identified in Table No. 1, at the inception of the Term and at least annually thereafter, or within five days upon request by the Port. Failure to provide evidence of insurance shall be construed as a breach of the terms of this Agreement and give the Port the right to terminate this Agreement in accordance with termination clause of this Agreement.
- E. The Operator shall provide to the Port, if requested, a copy of any insurance policy required under this Agreement, including a copy of the redacted policy declarations, binder, all endorsements, and any policy amendments, all of which shall be Confidential Information of Operator as defined in the Operating Agreement.
- F. The Port's review of the Operator's evidence of insurance shall not be construed as confirmation that the Operator is in compliance with any governing Local, State, or Federal mandatory insurance or financial responsibility law. The Port's failure to obtain and review any required insurance documentation as listed in Table No. 1 from the Operator is not to be construed as a waiver by the Port of any required insurance or the provisions of any State or Federal financial responsibility law or insurance related to motor vehicle and for-hire vehicle operations. Operator bears all costs and liabilities if it fails to comply with any such insurance requirement or financial responsibility law. Whether or not the Port receives, collects, or requests evidence of insurance compliance as required within this Operating Agreement, compliance with the insurance requirements is the duty and sole obligation of the Operator.
- G. Operator is fully responsible for complying with the industrial insurance laws that apply to this Agreement or its employees, including Revised Code of Washington, Title 51 Industrial Insurance, for Operator and its employees as well as any applicable Federal industrial insurance laws for workers compensation.

**Table No. 1 - Automobile and Other Liability Insurance Requirements**

<b>Table No. 1 - Automobile and Other Liability Insurance Requirements</b>			
<b>Description</b>	<b>Insurance Required by Operator</b>		
<b>Vehicle Type</b>	<b>Commercial General Liability</b>	<b>Automobile Liability Insurance</b>	<b>Required Evidence of Insurance at Inception and Annually</b>
On-Demand Taxi/For-hire	Not Required	Auto insurance coverage consisting of either: <ul style="list-style-type: none"> <li>a) Split limits of not less than \$300,000 per accident or occurrence; for bodily injury and; not less than \$100,000 per person for bodily injury; and in addition not less than \$25,000 for property damage; and in addition contains coverage for underinsured/uninsured motorist a not less than \$100,000 per person and \$300,000 per accident.</li> <li>b) Or on a combined limit basis, not less than \$325,000 combined single limit for bodily injury; and property damage; and in addition contains coverage for underinsured/uninsured motorist a not less than \$100,000 per person and \$300,000 per accident.</li> </ul>	Evidence of insurance required to be submitted annually to the Port with all coverages and their limits shown on the certificate.

**ATTACHMENT B**

– Additional Non-Discrimination Covenants –

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **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 Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **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 Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **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 Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 Recipient or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six 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 Recipient 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 Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



**ATTACHMENT C**

– Pertinent Non-Discrimination Authorities –

- 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); and 49 CFR part 21.
- 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, 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 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).