

GROUND TRANSPORTATION OPERATING AGREEMENT

This Ground Transportation 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 or online at www.portseattle.org/gtoperators.
5. Violation of any of the above may result in monetary fines and/or suspension and/or revocation of the Agreement and any and all permits.

Date: _____

Operator: _____

DBA: _____

US DOT Number: _____

Signature: _____

Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

PORT OF SEATTLE:

Date: _____

Signature: _____

Name: _____

Title: _____

Aviation Operations - Landside

Seattle-Tacoma International Airport

17801 International Blvd

PO Box 68727

Seattle, WA 98168-0727

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. Airporter:** A Ground Transportation service, authorized by the Washington Utilities and Transportation Commission (WUTC) pursuant to Chapter 81.68 of the Revised Code of Washington, in which the Operator carries passengers for compensation over any public highway in Washington between fixed termini or over a regular route (and not operating exclusively within the incorporated limits of any city or town) in a motor vehicle having a seating capacity of seven (7) or more persons (excluding the driver). Airporter also includes similar transportation services engaged in interstate transportation and subject to regulation by the National Motor Carrier Safety Administration.
- C. Belled-In Taxi:** 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 that pre-arrange transportation from the Airport, which pre-arrangement is either made directly with the Driver or dispatched from a taxi company dispatch center.
- D. Business Day:** Weekdays Monday through Friday, excluding Port Holidays.
- E. Charter Bus:** A Ground Transportation service, authorized by the Washington Utilities and Transportation Commission (WUTC) pursuant to Chapter 81.70 of the Revised Code of Washington, in which the Operator transports a group of persons to and/or from the Airport, pursuant to a common purpose and under a single contract in a motor vehicle having a seating capacity of seven (7) or more persons (excluding the driver). Charter Bus specifically includes excursion carriers. Charter Buses may be divided by the Port into separate classes based on the passenger capacity of the vehicle.
- F. Courtesy Car:** A Ground Transportation service in which the Operator transports airline passengers to and from the Airport at no charge to the customers.
- G. Crew Van:** A Ground Transportation service in which the Operator transports airline crews (e.g. flight attendants and pilots) to and from the Airport at no charge to the customers.
- H. Door to Door Shuttle:** A ground transportation service, authorized by the Washington Utilities and Transportation Commission pursuant to Chapter 81.68 of the Revised Code of Washington, in which the Operator carries passengers for compensation over any public highway in Washington in a motor vehicle (authorized by the WUTC and allowed by express written agreement of the Port) having a seating capacity of seven (7) or more persons (excluding the driver) and their reasonable luggage. Door-to-door service is provided between a location identified by the passenger and a fixed termini identified by the Operator in its operating certificate

I. 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 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.
J. Landside Operations Manager (LOM)	The Port's Landside Operations Manager or his/her designee.
K. Operator:	The Operator executing the Ground Transportation Agreement to which these Terms and Conditions are attached. Operator specifically includes the owner or operator of the ground transportation service, its employees and agents, and any Drivers.
L. Parcel Carrier:	A Ground Transportation service, authorized by the Washington Utilities and Transportation Commission (WUTC) under Chapter 81.80 of the Revised Code of Washington or by Interstate Common Carrier permit, in which the Operator transports property for hire. Parcel Carrier includes luggage carriers.
M. Pre-Arranged Limousine	A Ground Transportation service, authorized by Department of Licensing pursuant to Chapter 46.72A of the Revised Code of Washington, in which the Operator transports, in un-metered, un-marked luxury motor vehicles, customers that pre-arrange transportation to and/or from the Airport, which pre-arrangement is made from the Operator's fixed place of business.
N. Special Needs	Special needs include passengers with a disability recognized under the Americans with Disabilities Act (ADA), 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.
O. Solicit or Solicitation:	Engaging in any in-person activities at the Airport intended to persuade members of the public to use Operator's service.
P. Suspension:	A period of time in which an Operator and/or Driver cannot operate at the Airport.
Q. Vehicle	Any vehicle actually used in providing transportation services to a customer under the terms of, and authorization granted by, this Ground Transportation Agreement. Vehicle includes any vehicle owned, leased, or otherwise operated by Operator or any of its Drivers.
R. Infraction:	Any failure to abide by the terms of the Agreement identified separately on a Citation form provided by the Port to the Operator or its Drivers.

2. TERM

This Agreement, and any operating permit issued under it, shall become effective upon signing by both parties and shall continue thereafter for a period of 12 months from the date the Agreement is signed by both parties. Unless terminated or superseded, the Agreement shall – upon the reissuance of any necessary operating permit for the next permit year – automatically extend for such period and shall continue to extend for each subsequent issuance of a valid operating permit. In the event there are no operating permits issued in relation to this Agreement, this Agreement shall automatically continue for one (1) additional year. 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 COMPANY; NON-EXCLUSIVE RIGHTS

- A. Operator's rights under this Agreement are non-exclusive. 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. Likewise, nothing in this Agreement shall prevent any other ground transportation operator from rendering the same type of service 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. The Port does not hereby grant to Operator any particular loading/staging area rights.
- 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 shall pay a fee as set forth in the then-current Airport tariff for the rights granted under this Agreement. The fee is specifically subject to change over the life of this Agreement upon thirty (30) days' written notification to Operator. **Fees will not be prorated nor will there be any refunds.**
- B. Certain Operators, as set forth in the then-current Airport tariff, may be subject to an activation or initiation fee. If one is imposed, any such fee shall be paid prior to the date on which the Operator commences operations.
- C. Fines for Infractions 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. To the extent that Operator is subject to a per-trip fee under the then-current tariff and the number of trips is measured by the Port's AVI system, Operator will be invoiced by the tenth (10th) day of each month according to the number of trips for the previous month, as generated from the AVI system. The only exception to this is for Charter operators whose monthly billing will be based on the number of driver check-in slips. If Operator is subject to a per-trip fee under the then-current tariff and is required to report

the number of its trips, Operator shall provide any required report identifying the number of trips for the previous month no later than the fifteen (15th) day of each month.

- B. Invoices shall be payable upon receipt. For those Operators that self-report the number of monthly trips, the Port will not invoice Operator; instead, Operator shall remit the payment required under the then-current tariff with the report of its prior month's trips. 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.

6. ADDITIONAL OBLIGATIONS OF COMPANY

- 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. As noted in the Operating Agreement, 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 like 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 dimension sheet, charter bus information sheet; operator contact information sheet; evidence of vehicle registration for each vehicle, showing Vehicle Identification Number (VIN) and vehicle license plate number; documentation showing Operator is authorized to operate by the U.S. Department of Transportation Federal Motor Coach Carrier Safety Administration, if applicable; 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. Furthermore, failure to cure placement on the Denied List shall be subject to Liquidated Damages, as defined on Exhibit D, which is incorporated hereto with this reference. The Port shall notify Operator of placement on the Denied List via provided electronic mail and shall include the reason and requirements to cure. The Port shall also notify Operator, via electronic mail, of cure by the Operator and whether Liquidated Damages, as described on Exhibit D, are applicable. Liquidated Damages, if applicable, shall be invoiced by the Port and payable by Operator upon demand.

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 thus Operator expressly waives its immunity under industrial insurance, Title 51, as necessary to effectuate this indemnity. **TENANT 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 **Exhibit A** to these terms and conditions.
- B. The insurance requirements set forth on Exhibit 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.

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. LATE 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 and/or late charges as provided in Seattle-Tacoma International Airport, Airport Tariff No. 1, as the same may be revised or replaced from time to time. Acceptance of such interest and/or late 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

Operator shall not assign or transfer this Agreement or any interest therein without first obtaining the Port's written consent, nor shall this Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise without the prior written consent of the Port. Any attempt to enter into any operating agreement, license or other agreement under which a third party is given rights or privileges to utilize portions of the Premises shall be an attempted assignment or subletting within the meaning of this paragraph; provided, however, this restriction shall not operate to limit an Operator that utilizes a model of delivering ground transportation services that utilizes independent contractors or other contractual relationships with the Drivers actually providing the ground transportation services so long as Operator remains fully responsible for the performance of the ground transportation services under this Agreement and individually permits each of the Drivers and Vehicles providing service hereunder.

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

All notices hereunder may be delivered or mailed. If delivered by messenger or courier, they shall be deemed delivered when received. If delivered by mail, they shall be deemed delivered one (1) day following mailing. All notices to the Port of Operator shall be sent to the 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.

30. COUNTERPARTS

Electronic Signatures. This Operating Agreement may be executed in counterparts, each of which will be deemed an original, and all of which, together, will constitute one and the same instrument. This Operating Agreement may be accepted and signed in electronic form (e.g., by a physically signed document, scanned and transmitted via electronic mail) and each party's electronic acceptance and signature will be deemed binding between the parties. Each party acknowledges and agrees it will not contest the validity or enforceability of this Operating Agreement, including under any applicable statute of frauds, because it was accepted and/or signed in electronic form. Further, each party shall, upon the request of the other party, promptly provide the requesting party, via United States mail or overnight courier, an originally executed copy of the executed document that it signed in electronic form.

EXHIBIT 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 Exhibit 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

Description	Insurance Required by Operator		
Vehicle Type	Commercial General Liability	Automobile Liability Insurance	Required Evidence of Insurance at Inception and Annually
Airporters (or any transportation company transporting passengers in State of WA) Seating 15 or less including the driver	Not Required	\$1,500,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or company) has filed a Form E of insurance with the WUTC. Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Airporters (or any transportation company transporting passengers in State of WA) Seating 16 or more including the driver	Not Required	\$5,000,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or company) has filed a Form E of insurance with the WUTC. Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Belled in Taxis	Not Required	Auto insurance of not less than \$325,000 per occurrence on a combined single limit.	Certificate of insurance showing Port of Seattle as Certificate Holder. Evidence of insurance provided annually at GT booth for permit renewal.
Courtesy Vehicles (Assume no buses or vehicles that seat more than 15 including driver).	Not Required.	\$1,000,000 combined single limit (bodily injury/property damage);	Certificate of insurance showing Port of Seattle as Certificate Holder; Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Charters Seating capacity of 15 and less including driver.	Not Required.	\$1,500,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or

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			company) has filed a Form E of insurance with the WUTC. Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Charters (Seating capacity of 16 and more including driver	Not Required.	\$5,000,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or company) has filed a Form E of insurance with the WUTC. Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Crew Vans (no vans or buses with seating capacity of 16 or more including driver).	Not Required	\$1,000,000 combined single limit (bodily injury/property damage);	Certificate of insurance showing Port of Seattle as Certificate Holder; Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Parcel Carriers	Not Required.	\$1,000,000 combined single limit (bodily injury/property damage);	Certificate of insurance showing Port of Seattle as Certificate Holder. Evidence of insurance provided annually at GT booth for permit renewal.
Pre-Arranged Limos – Chauffeur	Not Required.	As defined in WAC 308-83-115 but no less than \$1,050,000 combined single limit in any one accident for bodily injury and property damage.	Certificate of insurance showing Port of Seattle as Certificate Holder. Evidence of insurance provided annually at GT booth for permit renewal.
Door-to-Door	Not Required	\$1,500,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or company) has filed a Form E of insurance with the WUTC.

EXHIBIT 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.

EXHIBIT 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).

EXHIBIT D
—SCHEDULE OF LIQUIDATED DAMAGES—

Schedule 1 Liquidated Damages	
Denied List for 30-days ¹	\$100.00
Denied List for 60-days ¹	\$250.00
Denied List for 90-days ¹²	\$500.00

The specified liquidated damages amounts are in addition to, and not in lieu of, any other charge or amount that may be due for the conduct giving rise to the violation. Without limiting the generality of the foregoing, this includes late fees and interest as well as fines set forth in the Seattle-Tacoma International Airport Rules and Regulations, Ground Transportation Rules & Regulations, or other Port Standards.

Schedule 1 Violations:
Insurance Documentation, including (but not limited to): <ul style="list-style-type: none"> • Certificate of Insurance • Additional Insured Endorsement (if required)
Startup Documents
Other Operating Standards

¹ Days on Denied List shall mean consecutive days without providing compliant documentation to the Port.

² Failure to cure after 90-days shall automatically terminate this Operating Agreement. Liquidated Damages assessed shall remain payable and due to the Port.