

**2009 Ground Transportation  
Concession Agreement  
Taxi Cabs, Shuttles and Limousines  
Augusta Regional Airport, Augusta, Georgia**

WHEREAS, CONCESSIONAIRE and AIRPORT (as hereinafter defined) both desire to make available quality ground transportation to each arriving airline passenger and others who choose to use commercial ground transportation originating at Augusta Regional Airport which service includes taxi cabs, shuttles, limousines and other such vehicles; and

WHEREAS, in furtherance of said quality goal, CONCESSIONAIRE acknowledges that his/her/its vehicles subject to this permit shall meet or exceed all standards for safety, cleanliness and reliability set forth by federal law, the laws of the State of Georgia, local ordinances now or hereafter adopted by the Augusta-Richmond County Commission and any and all rules adopted by the Airport Director or the Augusta Aviation Commission; and

WHEREAS, CONCESSIONAIRE acknowledges and agrees that an authorization to “stand by” and solicit fares at Augusta Regional Airport is in the nature of a special permit for which obligations are imposed upon CONCESSIONAIRE with respect to its personnel and any vehicle which CONCESSIONAIRE may use on the AIRPORT premises pursuant to this agreement which are in addition to those which are now required by the Augusta Taxicab Regulation Ordinance (Augusta Code §§ 6-7-7 et. seq.,). Said additional regulations are set forth in the Augusta Regional Airport Rules and Regulations for Ground Transportation, a copy of which is attached hereto as Attachment “A”.

NOW THEREFORE, in consideration of the above recitals, the monies to be paid, and the obligations undertaken, including the business opportunity to occupy the Airport taxi stand, shuttle bus parking area or limousine parking area, as appropriate to each type of vehicle, and

offer ground transportation service at Augusta Regional Airport, this Concession Agreement is entered this \_\_\_\_ day of \_\_\_\_\_ effective January 1, 2009 by and between Augusta, Georgia a political subdivision of the State of Georgia by and through the Augusta Aviation Commission as operator of the Augusta Regional Airport which shall be referred to hereinafter as the "AIRPORT" and \_\_\_\_\_ a \_\_\_\_\_ (legal entity) whose address is \_\_\_\_\_ and who shall hereinafter be referred to as "CONCESSIONAIRE."

**1. CONCESSION RIGHTS; USE OF TAXI CAB/SHUTTLE/LIMOUSINE STANDS AND STAGING AREAS**

Provided CONCESSIONAIRE satisfies the conditions for Application referred to herein and Exhibit "A", the AIRPORT grants CONCESSIONAIRE the non-exclusive right for its authorized vehicles to occupy the areas designated by Airport Director as taxi cab stands, shuttle bus parking and limousine stands, respectively. CONCESSIONAIRE and other entities holding a ground transportation permit who desire to "standby" for a fare originating at said AIRPORT shall line up all permitted vehicles in separate lines for taxi cabs, shuttles buses and limousines. Each line up shall be set up in a first-in/first-out order by the time of arrival at the vehicle at the taxi stand/lineup or if said stand is fully occupied by time of arrival at the designated holding or staging area in the hotel parking lot at AIRPORT. Any and all disputes of lineup priority or lineup order shall be decided by the Airport Director or his designee whose decision shall be final. CONCESSIONAIRE is not entitled to any exclusive use parking at the Airport Terminal Building. CONCESSIONAIRE is also authorized to use additional parking space at the hotel parking lot as assigned by the Airport Director as a staging area. CONCESSIONAIRE'S staging

area parking spaces may be relocated from time to time at the Airport Director's sole discretion. CONCESSIONAIRE shall not solicit fares from staging area.

CONCESSIONAIRE, its agents and employees shall have limited rights of ingress and egress to the terminal area and the associated roadways and public areas only as necessary to access the stand/lineup and staging areas.

**2. TERM**

The term of this Agreement shall be for 1 year commencing on January 1, 2009 and ending on December 31, 2009.

**3. APPLICATION PROCEDURE**

Any CONCESSIONAIRE who desires to purchase any vehicle permit authorized by this Agreement shall file an application with AIRPORT during the designated enrollment period: from December 1, 2009 at 8:00 a.m. through December 29, 2009 at 5:00 p.m. (Saturday, Sunday and holidays excluded). Said application shall be made upon forms approved by the Director of the Airport and submitted on or before the close of the enrollment period.

**4. FEE**

A. The fee to line up or stand by shall be \$720.00 annually, payable in quarterly installments of \$180.00 due on or before December 29, 2008, March 31, 2009, June 30, 2009, and September 30, 2009.

B. All fees paid hereunder are not subject to refund. All fees said hereunder cannot be transferred from one vehicle to another without the permission of the Airport Director.

C. Fees shall be paid by cashier's check or money order payable to the Augusta Regional Airport and delivered to the Airport Executive Director, 1501 Aviation Way, Augusta, Georgia 30906. Failure to pay the applicable fees shall cause this permit to be revoked and

CONCESSIONAIRE shall not be allowed to submit a 2009 application until all 2008 fees have been paid.

**5. SERVICES TO BE PROVIDED BY CONCESSIONAIRE**

**A. SERVICES**

The CONCESSIONAIRE shall provide ground transportation service in a fair, reasonable and non-discriminatory manner. The CONCESSIONAIRE shall operate the concession in a safe, clean and orderly manner at all times in compliance with the Augusta-Richmond County Code §§ 6-7-7 through 6-7-44 with respect to taxi service and limousine service and Airport's Rules and Regulations § 5.9 Vehicles for Hire on Airport Premises, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. The CONCESSIONAIRE shall maintain the necessary licenses for the operation of its ground transportation business at all times CONCESSIONAIRE stand by for fares originating at the AIRPORT.

**(1) EXCEPTION FOR CONCESSIONAIRE'S CONTRACTS WITH THIRD PARTY**

Excepted from this contract are any and all contracts CONCESSIONAIRE may have for pick up of passengers and/or property shipped by air to AIRPORT under authority of any contract in effect with a third party (a party other than the AIRPORT) as of the date of the execution of this permit agreement.

**B. AIRPORT DECAL REQUIREMENTS**

CONCESSIONAIRE shall display upon the vehicle registered under authority of this permit, a valid decal issued by the AIRPORT for the type of transportation service authorized. Only one decal will be issued per vehicle. The permit may be revoked by the Airport's Executive Director for failure to pay the required fee in the manner prescribed in this Agreement. Said permit is further subject to revocation by reason of CONCESSIONAIRE'S activities

constituting a material breach of this Agreement. The Airport Permit may be revoked by the Airport Executive Director for failure to comply with the approved schedule of operations submitted by the CONCESSIONAIRE.

**C. HOURS OF OPERATION**

CONCESSIONAIRE agrees that AIRPORT has an interest in making available to the traveling public ground transportation on each day the airport is in operation commencing with the first regularly scheduled daily arriving flight and ending with the last daily arrival which presently are scheduled to land at 8:30 a.m. and 12:01 a.m. The CONCESSIONAIRE shall submit to the Airport Executive Director its intended schedule of availability at the airport. This schedule may be changed in accordance with the demands of air travelers and the public. The schedule submitted by CONCESSIONAIRE and any changes thereafter submitted must be approved in advance by the Airport Executive Director. The CONCESSIONAIRE is subject to callouts by Aviation Services (general aviation terminal) at any time through the CONCESSIONAIRE dispatch telephone number.

Failure to cooperate with the Airport Director in documenting CONCESSIONAIRE'S attendance at the appropriate parking or stand by area at Augusta Regional Airport is acknowledged to be a material breach of this Agreement which can result in the revocation of this permit.

**D. MANAGER**

CONCESSIONAIRE shall designate a manager of its operations who shall be directly responsible for the conduct of the concession at the Airport.

Manager \_\_\_\_\_

Telephone: \_\_\_\_\_

**E. PERSONNEL**

Concessionaire's employees shall be clean, courteous, efficient and neat in appearance as required by the AIRPORT Rules and Regulations attached hereto as Exhibit "A". It shall be the duty of the CONCESSIONAIRE to maintain a close check over its employees to insure the maintenance of a high standard of service to the public. The performance of this duty shall be determined by the reasonable discretion of the AIRPORT and the CONCESSIONAIRE agrees to take remedial action with any employee whose conduct the AIRPORT determines, after consultation with the CONCESSIONAIRE, is detrimental to the best interests of the AIRPORT.

**6. COMPLIANCE WITH LAWS**

CONCESSIONAIRE shall comply with all rules and regulations of the AIRPORT and laws and ordinances of federal, state, county and municipal governments, which may be applicable to the CONCESSIONAIRE's operations under this Agreement. The Airport Permit may be revoked by the Airport Executive Director for failure to comply with this section.

**7. TAXES**

CONCESSIONAIRE shall promptly pay all applicable rentals, sales and other taxes, which might be imposed by any authority by reason of CONCESSIONAIRE's activities upon the property.

**8. ATTORNEYS FEES**

In the event any fee hereunder is collected through an Attorney at Law or any action is brought to enforce any condition of this permit by AIRPORT, CONCESSIONAIRE agrees to pay AIRPORT'S reasonable attorneys fees and all expenses and court costs.

**9. INDEMNITY AND LIABILITY INSURANCE**

CONCESSIONAIRE shall indemnify, hold harmless and defend the AIRPORT, including the members of the Augusta Aviation Commission, the Airport Director, and all employees and agents of the AIRPORT and Augusta, Georgia, a political subdivision of the State of Georgia, the Mayor of Augusta, and all members of the Augusta-Richmond County Commission and all employees and agents of Augusta, Georgia from all liability and loss arising out of CONCESSIONAIRE'S activities under this Agreement. CONCESSIONAIRE shall maintain at all times at its sole expense, general liability insurance and automobile liability insurance satisfactory to the Airport Director which have minimum limits of liability for any one person and any one incident of \$25,000.00 per person for personal injury, death and for any one incident the sum of \$50,000.00 for any personal injury and/or death and for any one incident \$25,000.00 in property damage coverage.

CONCESSIONAIRE shall furnish to the AIRPORT certificates of insurance confirming that the insurance required hereunder is in full force and effect through December 31, 2009 at 11:59 p.m. The certificates shall contain endorsements by the insurers that the AIRPORT shall be given not less than thirty (30) days notice prior to cancellation or change of coverage. The AIRPORT, the Augusta Aviation Commission and Augusta, Georgia shall be listed upon the certificates as additional insureds. All certificates of insurance shall be delivered to and approved by the AIRPORT prior to the CONCESSIONAIRE'S exercise of any rights and privileges provided by this Agreement.

**10. ASSIGNMENT AND SUBLETTING PROHIBITED**

CONCESSIONAIRE shall not assign, encumber, sublet or otherwise transfer its rights and obligations under this Agreement without the prior written authorization from AIRPORT.

**11. NON-DISCRIMINATION**

CONCESSIONAIRE hereby agrees for itself, its successors and interests and assigns to operate its services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Office of the Secretary, Part 21 non-discrimination and federally-assisted programs of the Department of Transportation as more fully provided in Title IV of the Civil Rights Act of 1964 as amended.

**12. REQUIREMENTS OF THE UNITED STATES**

This Agreement shall be subject to and subordinate to the provisions of any existing or future agreement between the AIRPORT and the United States or any agency thereof, including but not limited to the Transportation Security Administration, relative to the operation or maintenance of the AIRPORT, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of or operations of the AIRPORT; provided however, that AIRPORT shall to the extent permitted by law use its best efforts to cause such Agreements to include provisions protecting and preserving the rights of CONCESSIONAIRE in and to the premises and to compensation for the taking thereof interference therewith and damage thereto caused by such Agreement or actions of the AIRPORT or the United States pursuant thereto.

**13. REVOCATION OF PERMIT**

The AIRPORT shall have the right to revoke any permit issued to CONCESSIONAIRE under this Agreement upon the happening of any of the following:

a. The occurrence of any acts which operates to deprive CONCESSIONAIRE of the rights, power and authorization necessary in connection with the furnishing of airport ground transportation service contemplated hereunder;

b. The abandonment or discontinuance of the operation of ground transportation services by the CONCESSIONAIRE or any subcontractor with respect to any service authorized by this Agreement;

c. The failure of the CONCESSIONAIRE to keep and perform any of the terms, covenants and conditions of this Agreement and/or Attachment "A".

**14. TERMINATION BY CONCESSIONAIRE**

The CONCESSIONAIRE shall have the right to terminate this Agreement in the event the AIRPORT fails to perform any of the terms, covenants and conditions of this Agreement after the expiration of 10 days from date of written notice which has been given by CONCESSIONAIRE to the AIRPORT to correct such default or breach.

**15. NOTICES**

All notices by and between the parties shall be delivered in writing to the following address or such other addresses as may be designated by the parties:

As to AIRPORT:

Mr. Willis M. Boshears  
Airport Executive Director  
Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906

As to CONCESSIONAIRE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS THEREOF, the parties have caused this Agreement to be executed

by their authorized representatives:

AIRPORT

Augusta, Georgia acting by and through  
The Augusta Aviation Commission

\_\_\_\_\_  
By \_\_\_\_\_ as its Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature Typed

CONCESSIONAIRE

\_\_\_\_\_  
By \_\_\_\_\_ as its \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature Typed

Attachment "A"  
Augusta Regional Airport  
Rules and Regulations for Ground Transportation

The Rules and Regulations set forth herein shall apply to individuals, legal entities and Organizations that provide ground transportation services for hire at the Augusta Regional Airport consisting of limousine, shuttle, and taxi services as defined.

## 1. DEFINITIONS

**Limousine** - Shall mean a chauffeur-operated motor vehicle, available for hire, having a seating capacity of fifteen passengers or less, including the driver, which is not configured with a taximeter but charges unmetered rates pre-determined on a pre-arrangement or contractual basis, franchised by and operated under certificate and license required by Augusta, Georgia, hereinafter "the City."

**Shuttle** - A chauffeur driven, unmetered vehicle operated under certificate and licensed as a shuttle as required by the City and the Airport, engaging in the transportation of passengers and/or baggage for hire with the intent to receive compensation for providing said transportation to/from the Airport and pre-determined destinations.

**Taxicab** - Shall mean a passenger type vehicle, having seating capacity of less than eight passengers, equipped with a taximeter, operated under certificate and licensed as a taxicab as required by the City and the Airport, which carries passengers for hire only at lawful rates of fare recorded and indicated on a taximeter or rates of fare otherwise authorized by the City.

## 2. GENERAL PROVISIONS

a. ***Applicability of Regulations.*** No owner or operator of a vehicle providing Limousine, shuttle or Taxi transportation services as defined will be allowed to operate such vehicles for hire on the Augusta Regional Airport property unless such operation is pursuant to a valid Airport Permit issued by the Airport and such operation is in full compliance with all applicable state, federal and local laws. The Permit will be in the form of a written agreement between the Airport and the owner/operator. Each vehicle will display a valid decal issued by the Airport for the type of transportation service authorized. Only one decal will be issued per vehicle.

b. ***Applications.*** Any individual or organization desiring to conduct a ground transportation service for hire must submit a completed application form to the Airport. The application must include the following information:

- (1) Name of company, telephone number and principal address.
- (2) Company owner, telephone number and address.
- (3) Dispatch telephone number
- (4) Listing of vehicles to be used and description.
- (5) Names of vehicle operators.
- (6) Evidence that the company has obtained permits and licenses as required by law.
- (7) Certificate(s) of Insurance.
- (8) Hours of operation.
- (9) List of pre-determined points of origin for shuttle service operations.

The completed application along with a signed copy of the Permit Agreement and the applicable fee shall be submitted to the airport director during the designated enrollment period.

c. **Vehicle Decals.** Vehicle decals will be issued only after the Permit Agreement has been approved and executed by the Permittee and the Airport and, Certificates of Insurance have been submitted and approved by the Airport. The decals will be issued by the Airport Division of the Marshals Office and must be affixed to the vehicle by a Marshal. Vehicle decals are non-transferable. Decals expire on December 31<sup>st</sup> of each year and must be renewed.

d. **Changes in Operations.** Any changes in the information submitted in the application process must be submitted to the Airport and approved prior to implementation. Failure to do so will subject the permittee to revocation of decals and/or the Permit Agreement.

e. **Termination of Rights Granted.** The Airport has the right to terminate the Permit Agreement immediately with or without notice for failure to comply with the Rules and Regulations established by the Airport as may be amended from time to time by the Augusta Aviation Commission or upon failure to comply with the terms and conditions of the Permit Agreement.

f. **Exemption.** Courtesy Vehicles operated by hotels or motels which provide transportation services for their guest only are exempt if the hotel or motel does not charge a transportation fee, surcharge or service fee for the transportation services provided.

g. **Insurance.** The Permittee shall indemnify, hold harmless and defend the Airport from all claims arising out of the Permittee's activities set forth in the Permit Agreement. The Permittee shall maintain at all times at its sole expense general liability insurance and automobile liability insurance, each providing the equivalent limits than \$25,000/ \$50,000/ \$25,000 for personal injury, death and property damage. The Permittee's shall furnish to the Airport Certificates of Insurance confirming the required insurance is in force. The Certificates of insurance shall contain endorsements by the insurers that the Airport shall be given not less than thirty (30) day's notice prior to cancellation or change of coverage. The City of Augusta, GA, The Augusta Commission, Mayor of Augusta, the Augusta Regional Airport, and the Augusta Aviation Commission shall be listed upon the Certificates of Insurance as additional insured. The Certificates of Insurance shall be delivered to and approved by the Airport prior to the Permittee's exercise of rights and privileges provided by the Permit Agreement.

## **SECTION 2. OPERATIONAL REQUIREMENTS**

a. **Conduct and Appearance of Drivers.** No driver of a vehicle for hire shall use indecent or profane language or be guilty of loud boisterous talk, shouting or disorderly conduct in the presence of passengers and the general public. No operator shall consume nor be under the influence of narcotics or intoxicants at any time while at the Airport or while providing transportation services to Airport patrons. The operator shall not permit any person to accompany or use the vehicles for the purpose of prostitution, lewdness, assignation, or to direct, take or transport, or to offer or agree to direct, take or transport passengers for such purpose.

Vehicle operators shall be appropriately groomed and dressed in a clean and neat manner at all times. Cut-off shorts, t-shirts, halter tops, sandals, spurs, flip-flops, and see-thru clothing are examples of inappropriate attire. The Executive Director or his designated representative shall have final determination as to whether or not the operator is appropriately groomed or dressed. Operators deemed to be in violation of this provision will be required to immediately vacate the Airport premises. Repeated violations will subject the owner/operator to forfeiture of the Operating Permit.

b. **Taxi Line up / Taxi Stand.** The Airport shall designate vehicle parking areas on a non-exclusive basis for taxi, limousine and shuttle vehicles. Each permittee may park no more than the authorized number of vehicles per permit in the designated area. Additional vehicles may be parked in a separate staging area in accordance with procedures established by the Executive Director.

Drivers shall remain within five feet of their vehicles and shall not sit on the exterior of the vehicle. Drivers may not eat, drink or smoke outside of their vehicle nor while providing services to Airport patrons. Operators shall not solicit passengers.

Nothing in this section shall be construed as preventing passengers from boarding a vehicle of their choice that is parked in the designated area. The designated area shall be used for loading/unloading passengers or for waiting for passengers. Vehicles parked in the designated area are considered in service and available for hire at all times while parked. Passengers may be unloaded in other areas along the curb as designated for such use by the general public. In such case, passengers must be immediately unloaded and the vehicle removed from the area.

c. **Vehicles.** Vehicles shall be maintained in a safe, clean and operable condition at all times. Uses of vehicles that have been damaged and in need of repair are prohibited. Owners/operators shall comply with the vehicle safety standards established by ordinance of the City of Augusta.

d. **Security Requirements.** Vehicle owners and operators shall comply with the provisions of the Airport Security Program at all times.

**APPLICATION  
AUGUSTA REGIONAL AIRPORT  
GROUND TRANSPORTATION PERMIT**

Date \_\_\_\_\_ Permit No. \_\_\_\_\_

Company \_\_\_\_\_

Taxicab/Limo Owner \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number(s) \_\_\_\_\_

Dispatch Telephone Number(s) \_\_\_\_\_

Insurance Company \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

**VEHICLE INFORMATION**

Make \_\_\_\_\_ Year \_\_\_\_\_ Model \_\_\_\_\_

License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Description of Vehicle:

Exterior: \_\_\_\_\_

Interior: \_\_\_\_\_

**DRIVER'S INFORMATION**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Driver's License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

**SIGNATURES:**

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
OPERATOR

**ATTACH THE FOLLOWING ITEMS:**

1. Copy of Business Tax Certificate.
2. Copy of vehicle registration and Certificate of Insurance.
3. Copy of driver's license and taxicab driver's permit.
4. Proposed Hours of Operation on airport premises.
5. List of pre-determined points of origin for shuttle service operations.

**NOTE: IF MORE THAN ONE VEHICLE OR DRIVER IS BEING PROVIDED BY THE COMPANY, AN APPLICATION IS REQUIRED FOR EACH VEHICLE AND DRIVER.**

**2009 Ground Transportation  
Concession Agreement  
Taxi Cabs, Shuttles and Limousines  
Augusta Regional Airport, Augusta, Georgia**

ACKNOWLEDGMENT

\_\_\_\_\_ is the duly authorized representative of \_\_\_\_\_ and hereby acknowledges receipt of this Agreement and a copy of the Augusta Regional Airport Rules and Regulations for Ground Transportation (Attachment A of agreement).

This \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_