SARASOTA
BRADENTON
INTERNATIONAL

GROUND TRANSPORTATION PERMIT

Operator

Authority

SARASOTA MANATEE AIRPORT AUTHORITY

Date of Execution:_____
Initial Term:

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Exhibit A Application for Ground Transportation Permit
Exhibit B Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes on Public Entity Crimes
Exhibit C Ground Transportation Operating Rules & Regulations
See the Airport Rules & Regulations available at www.srq-airport.com/ground-transportation-permitting. A printed copy is available upon request.

GROUND TRANSPORTATION PERMIT

THIS PERMIT, made this _____ day of _____, 20_____ by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, a body corporate and politic, hereinafter referred to as "Authority" and _____, hereinafter referred to as "Operator."

WITNESSETH:

WHEREAS, Authority is the owner and operator of the Sarasota Bradenton International Airport (herein referred to as the "Airport") and has the authority and power to grant franchises and concessions at the Airport; and

WHEREAS, Operator is desirous of providing ground transportation services for Airport patrons; and pursuant thereto has completed an application in the form attached hereto as Exhibit A.

WHEREAS, the parties desire to set forth the terms and conditions of this Permit.

NOW, THEREFORE, in consideration of the mutual promises and the covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1
Term

This Permit shall be effective _____ and shall end December 31, 20___. This Permit may be renewed annually in January upon submission of a renewal application with evidence of proper insurance in force and payment of the annual fee.

Either party may terminate this Permit at any time by giving thirty (30) days' advance written notice to the other party. Upon termination of this Permit, all licenses, permits, privileges and rights granted to Operator shall immediately cease and terminate forthwith.

ARTICLE 2
Fees

2.1 Annual Fees

Upon the effective date of this Permit, Operator is permitted to load prearranged passengers at the Airport and to deliver baggage and other articles to and from the Airport, according to the terms of this Permit, in the specific vehicles listed on Exhibit A attached hereto and made a part hereof. For such operations, Operator agrees to pay Authority the following annual fees as identified below which may be changed by Authority upon 30 days' notice:

All Commercial Vehicles: $350 per Operator plus $15 per permit sticker for each vehicle

The annual fee may be pro-rated as follows (permit stickers are not pro-rated):
Permits beginning in July, August or September and expiring December 31 = $175 per Operator plus $15 per permit sticker;
Permits beginning in October, November, or December and expiring December 31 = $87.50 per Operator plus $15 per permit sticker.

2.2 Service Charge for Worthless Check

In the event Operator delivers a worthless check or draft to Authority in payment of any obligation arising

under this Permit, Operator shall incur a service charge of Twenty-five Dollars ($25.00) if the face value of the check does not exceed $50; Thirty Dollars ($30.00) if the face value exceeds $50 but does not exceed $300; Forty Dollars ($40.00) if the face value exceeds $300; or five percent (5%) of the face amount of such check, whichever is greater; or, if Florida Statute §832.07 is amended, such other fee as shall be set by said statute.

ARTICLE 3
Uses and Restrictions

3.1 Permitted Uses

Upon execution of this Permit by Operator and Authority and continued compliance with the provisions of this Permit, Operator shall be authorized to operate its taxicabs, courtesy vehicles, vans/shuttles, limousines, charter or tour buses, or baggage delivery service (as applicable and as identified on Exhibit A and hereinafter referred to as "Vehicles") on the Airport premises, under applicable state or local licenses, and to utilize as directed by Authority the roadways, curb loading zones and specially designated vehicle traffic lanes and queuing areas in order to load and unload prearranged passengers, baggage and other articles at the Airport.

3.2 Operating Rules & Regulations

Operator agrees to operate its Vehicles on the Airport premises on a nonexclusive basis. There is attached hereto and by this reference made a part hereof Exhibit C titled "Ground Transportation Operating Rules and Regulations." Said Ground Transportation Operating Rules and Regulations are subject to periodic review and modification by the Authority or its authorized representative to ensure appropriateness and applicability to trends in the current marketplace. Operator agrees to abide by and conform to all provisions of the Ground Transportation Operating Rules and Regulations in its present form or as modified and acknowledges that violations of any provision thereof shall be considered a breach of contract and Authority may thereupon terminate this Permit pursuant to provisions of Article 8 hereof. Authority shall have the right, at all times, to inspect each vehicle which enters the Airport Premises, for the purpose of ascertaining fees due under this Permit, and for the purpose of inspecting same for compliance with provisions of Exhibit C.

ARTICLE 4
Inspection by Authority

Authority may, but is not obligated to, make periodic inspection of Operator's equipment, including vehicles, to determine that such is being maintained in a safe and orderly condition. Operator will be required to immediately make any improvements in cleaning or maintenance of any such equipment as required by Authority. Operator shall provide to Authority a copy of the most recent annual inspection from the applicable city/county agency on each vehicle in service at the Airport. Authority assumes no responsibility or liability for the operating condition of Operator's vehicles.

ARTICLE 5
Signs, Advertising and Solicitation

No signs, posters or advertising devices may be erected or displayed by Operator on the Airport premises without prior written permission of the Authority or its authorized representative, which may be withheld at its sole discretion. Operator shall not exhibit upon the vehicles used in the performance of the service herein provided for any advertising matter except such as shall be first approved in writing by the Authority or its authorized representative and whose permission may be withheld for any reason whatsoever.

Operator agrees that no solicitations for private business other than that herein provided for shall be carried on at the Airport premises and no carrying-on, or conducting, or the administration or supervision

of any other type or kind of business except that provided herein shall be permitted.

A fully executed Ground Transportation Permit is required in order to advertise ground transportation services on Airport property; however, fees for such advertising are not included in the permit fees and charges. Advertising fees, charges and location must be negotiated separately in addition to permit fees and charges.

ARTICLE 6
Insurance

6.1 General Requirements

The minimum insurance requirements defined herein shall not be deemed to limit or define the obligations of Operator. Operator shall provide, pay for, and maintain throughout the Term of this Agreement, and any potential holdover period, insurance with limits no more restrictive than listed below with insurance companies duly authorized to do business in the State of Florida.

Evidence of insurance is required to be delivered to the Authority for review by the Authority prior to the Effective Date of this Agreement for review by the Authority. Operator shall not commence any work, operation, or service in connection with this Agreement until it has obtained all the insurance required by this Article and provided to Authority original hand signed Certificates of Insurance hand signed by an Authorized Representative of the Insurer, which certificates shall accompany this Agreement.

The Authority reserves the right to reject any certificate of insurance, insurance policy, or other evidence of insurance, written by an insurer that it deems to be in a stressed financial condition, incurring other operational deficiencies or not in compliance with the full requirements of this Agreement. Failure of the Authority to deem any insurance policy, certificate of insurance or other evidence of full compliance with these insurance requirements as inadequate or failure of the Authority to identify a deficiency that is provided to the Authority, shall not be construed as a waiver of Operator ’s obligations to maintain the required insurance.

In the event of a reduction or cancellation in any Insurance required by this Article, Operator shall take immediate steps to have it reinstated. If at any time Authority request a written statement from Operator’s insurer as to the impairments to any required insurance, Operator shall promptly authorize such request and have it delivered without delay to the Authority. Operator further authorizes Authority, its employees, agents, and consultants, to confirm all information furnished to Authority, as to its compliance with the insurance requirements of this Article, with Operator’s insurance agents, brokers, and carriers. Operator shall immediately make up any impairment when the same shall become known to it.

Authority shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insurance retention in any insurance policy. The payment of a deductible or retention shall be the sole responsibility of the Operator. If any of the insurance coverage required herein is met by Operator by a program of self-insurance, Operator shall submit complete evidence requested to the Authority demonstrating the Operator ’s right to self-insure as provided by the State of Florida.

6.2 Policy Requirements

Each insurance policy required herein to be carried by the Operator throughout the Term of this Agreement, as otherwise amended, other than Worker’s Compensation and Employer’s Liability, shall contain the following provisions:

A. All insurance policies shall be primary and non-contributory to the benefit of the Authority with respect to any claims arising out of this Agreement, against any insurance held or self-funded by the Authority.

B. The Authority shall be individually listed and endorsed as an Additional Insured on all insurance policies as "Sarasota Manatee Airport Authority, its governing members, officers, employees, agents and volunteers."

C. All insurance policies shall provide for Severability of Interest, clarifying that, except with respect to the coverage limits, insurance applies to each insured as though a separate policy were issued to each.

D. The Authority will be provided written notice by U.S. Postal Service pre-paid registered or pre-paid certified mail at least thirty (30) days prior to any modification or termination of any insurance coverage.

6.3 Commercial Automobile Liability

Operator shall provide Commercial Automobile Liability insurance coverage on a form no more restrictive than ISO Form CA 00 01. The minimum limits of Commercial Automobile Liability Insurance, inclusive of any amounts provided by an umbrella excess policy, shall cover any automobiles, as to ownership, maintenance, and use, including owned, non-owned, leased, and hired vehicles, in amounts not less than:

$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

All vehicles used by Operator in any manner on the Premises shall be included under Operator's Commercial Automobile Liability Policy or covered by a blanket coverage endorsement.

In addition to the insurance amounts require, Operator shall ensure that all Drivers of any of Operator's owned, leased, rented, or otherwise controlled vehicle(s) that perform operations or services in any manner rendered under this Agreement, shall maintain, throughout the Term of this Agreement, no less than the minimum insurance required by the State of Florida. Operator shall not allow any Driver, employee, contractor, subcontractor, or vehicle owner to commence work, operations, or services under this Agreement until all Drivers have obtained no less than the minimum insurance required by the State of Florida.

6.4 Workers' Compensation/Employer's Liability

If required by the State of Florida, Operator shall maintain for all employees engaged in Operator's operations, resulting from this Agreement, Worker's Compensation and Employer's Liability insurance coverage with limits that meet the statutory requirements of the State of Florida and any applicable Federal laws, which requirements are at present no less than:

$100,000 Each Occurrence
$100,000 Each Disease
$500,000 Aggregate

6.5 Umbrella Liability or Excess Liability

Umbrella Liability or Excess Liability if used to reach the minimum limit of automobile liability insurance required, shall not be less than:

$1,000,000 Combined Single Limit Each Individual
$1,000,000 Combined Single Limit Each Occurrence
$1,000,000 Combined Single Limit Bodily Injury, Personal Injury and Property Damage

ARTICLE 7
Indemnification

7.1 Property Damages

Operator hereby expressly indemnifies, waives and releases any cause of action or right of recovery for compensation it may have against the Authority, its members, officers, officials, agents, employees, contractors, subcontractors, and volunteers for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss or damage resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority, its members, officers, officials, agents, employees, contractors, subcontractors, and volunteers.

7.2 Business Interruption

Operator hereby expressly indemnifies, waives, and releases any cause of action or right of recovery for compensation it may have against the Authority, its members, officers, officials, agents, employees, contractors, subcontractors, and volunteers for any and all loss or damage incurred by reason of any interruption in Operator 's business sustained by the Operation or Development of the Airport unless such loss or damage is due to the negligence or willful misconduct of Authority, its members, officers, officials, agents, employees, contractors, subcontractors, and volunteers.

7.3 Chattels of Operator

All property belonging to Operator, its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees brought onto the Airport by Operator, its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees shall be at the sole risk of Operator.

ARTICLE 8
Default and Termination Rights of the Authority

Authority shall **also** have the right upon five (5) day notice to terminate the Permit at any time after the occurrence of any one or more of the following events:

A. Nonperformance of any covenant of the Permit.
B. Institution of voluntary or involuntary bankruptcy by or against Operator.
C. Assignment by Operator for benefit of creditors.
D. Abandonment by Operator of and discontinuance of operations hereunder.
E. In the event Operator becomes permanently deprived of rights, powers and privileges necessary to the proper conduct and operation of its business as described in Article 1.
F. Noncompliance with Florida Statute 287.133 - Concerning Criminal Activity on Contracts with Public Entities.
G. Failure to maintain required insurance coverages.

ARTICLE 9
Taxes, Permits, Licenses

Operator shall bear, at its own expense, all costs of operating its equipment and business, including any and all taxes assessed against its business operation, furnishings, equipment or stocks of merchandise and supplies and shall obtain and pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at said Airport.

ARTICLE 10
Compliance with Laws, Regulations, Ordinances, Rules

Operator shall at all times comply with applicable federal, state and local laws and regulations, and the Airport Rules and Regulations (available at www.srq-airport.com under About SRQ, Operations), all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state or local government, Authority or Airport Management including but not limited to permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. This shall include, but not be limited to Operator precluding its employees, agents, customers, associates or invitees from entering upon any restricted area of the Airport as noted in procedures, rules or regulations of Authority, or as noted in 49 CFR Parts 1540 and 1542 Airport Security of the United States Department of Transportation as currently exists or as revised, modified or amended from time to time. In addition to other remedies provided hereunder, any violation of Airport procedures regarding security or of 49 CFR Parts 1540 and 1542 shall subject Operator to an administrative damages payment of $500 (in consideration for the administrative processing required by Authority to process and to respond to a violation) and to damages equal to the greater of (1) one thousand dollars ($1,000) per occurrence (in consideration for damages which might be suffered by Authority in the form of fines or administrative procedures resulting from such violation), or (2) the civil fine imposed by the Federal Aviation Administration upon Authority as a result of the violation. This amount must be paid by Operator within ten (10) days of written notice or the Permit may be terminated by the Authority. The Authority, before it accepts and delivers this Permit, shall require Operator to supply it with a Sworn Statement on Public Entity Crimes, Exhibit B attached hereto and incorporated herein.

ARTICLE 11
Governing Law and Venue

This Permit shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Permit shall be in Sarasota or Manatee County, Florida.

ARTICLE 12
Environmental Regulations

Notwithstanding any other provision of this Permit, and in addition to any and all other requirements of this Permit, and any other covenants and warranties herein, Operator hereby expressly warrants, guarantees, and represents to Authority, upon which Authority expressly relies, that Operator is aware of federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Operator of its operations pursuant to or upon the Airport. Operator expressly represents, covenants, warrants, guarantees, and agrees that it shall comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environment and natural resources including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund") and all rules and regulations promulgated or adopted thereunder as same may from time to time be amended. Operator further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all state and local laws, ordinances, rules, and regulations protecting the environment. Operator agrees to keep informed of future changes in the existing environmental laws.

Operator hereby expressly agrees to indemnify and hold Authority and its representatives harmless from and against any and all liability for fines and physical damage to property or the environment, including any contamination of Airport property such as soil or storm water by fuel, gas, chemicals or other substances deemed by the Environmental Protection Agency (EPA) to be environmental contaminants

at the time this Permit is executed; or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Operator's failure to comply with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Operator agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

ARTICLE 13
Affirmative Action

Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Operator assures that it will require that its covered suborganizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE 14
Nondiscrimination

Operator, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; and (2) that Operator shall use the Airport remises in compliance with all requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the Permit.

ARTICLE 15
Disadvantaged Business Enterprise

Operator shall comply with Authority's approved Disadvantaged Business Enterprise (DBE) program submitted in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 23, Participation by DBE programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations may be amended. Further provided, that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex.

ARTICLE 16
Notices and Communications

All notices or other communications to Authority or Operator pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

To Authority:
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, Florida 34243

To Operator:
_____
_____
_____
_____

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this paragraph.

ARTICLE 17
Invalidity of Clauses

The invalidity of any part or portion, article, paragraph, provision, or clause of this Permit shall have no effect upon the validity of any other part or portion thereof.

ARTICLE 18
Attorney's Fees and Costs

In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Permit the prevailing party in such action shall be entitled to recover costs and attorney's fees, including appellate fees.

ARTICLE 19
Relationship of the Parties

Operator is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority shall in no way be responsible therefor.

ARTICLE 20
Miscellaneous

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

(Continued on next page.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

AUTHORITY:
SARASOTA MANATEE AIRPORT AUTHORITY

By:_____

Printed Name: Fredrick J. Piccolo, A.A.E.

Title: President, Chief Executive Officer

OPERATOR:
_____

By:_____

Printed Name: _____

Title: _____

OPERATOR:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___ by_____who is ☐ personally known to me or ☐ has produced _____ as identification.

Signature of Notary:_____
Printed Name of Notary: _____
My Commission Expires: _____

SARASOTA
BRADENTON
INTERNATIONAL

EXHIBIT A

APPLICATION FOR GROUND TRANSPORTATION PERMIT

DATE: ______________________________

OPERATOR NAME: ______________________________
(Company or Individual)

MAILING ADDRESS: ______________________________

CONTACT NAME: ______________________________

TELEPHONE NUMBER: ______________________ FAX NUMBER: ______________________

E-MAIL ADDRESS: ______________________________

PERMIT FEE: $350 PER OPERATOR PLUS $15 PER PERMIT STICKER FOR EACH VEHICLE

VEHICLE INFORMATION: ☐ Taxi ☐ Other Commercial Vehicle - #Passengers ☐ 1-5 ☐ 6 or more

YEAR	MAKE	LICENSE NO.	VEHICLE ID NO.	OFFICE USE ONLY STICKER NO.

EXHIBIT B

ATTACHMENT TO:
Ground Transportation Permit

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to SARASOTA MANATEE AIRPORT AUTHORITY

   by: _____
   (print individual's name and title)

   for: _____
   (print name of entity submitting sworn statement)

   whose business address is: _____

   _____

   _____

   and, (if applicable) its Federal Employer Identification Number (FEIN) is _____

   (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) _

   _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty of nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   (1) A predecessor or successor of a person convicted of a public entity crime; or

   (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months is considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate by placing a check ( ) in front of the appropriate statement. **Check only one statement**)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

_____
(Signature) (Date)

_____
(Printed Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____,20___ by _____

who is ☐ personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

My Commission Expires:

EXHIBIT C

GROUND TRANSPORTATION
OPERATING RULES & REGULATIONS
Dated September 27, 2021

Section 1
Introduction

The Sarasota Manatee Airport Authority has established Ground Transportation Operating Rules and Regulations (hereafter Rules and Regulations) for all Commercial Vehicle and Transportation Network companies operating at the Sarasota Bradenton International Airport. These Rules and Regulations are to ensure the most fair and consistent ground transportation service. It will provide the public with the safest and most convenient passenger movement.

All Commercial Vehicle and Transportation Network operators shall abide by these Rules and Regulations. Under the powers granted by Chapter 2003-309, Laws of Florida as amended, Commercial Vehicle and transportation network operators and drivers are subject to on site supervision and direction by any personnel so designated by the Authority or its authorized representative as set forth in these Rules and Regulations. Any person who violates these Rules and Regulations will, at the discretion of the Authority or its authorized representative, be denied use of the Airport and its facilities.

The Authority reserves the right to change these Rules and Regulations at any time, for any reason and in any respect. Commercial Vehicle and transportation network operators will be notified of any changes in these Rules and Regulations by the issuance of either revised pages of this document or separate directives.

Any regulations or parts of regulations specifically relating to Commercial Vehicles or Transportation Network vehicles at the Airport that are in conflict with these regulations, are hereby superseded by these regulations, but only to the extent of the conflict.

These Rules and Regulations are enacted under the powers of Chapter 2003-309, Laws of Florida as amended, and in accordance with the requirements of Florida Statute § 627.748 governing transportation network companies and differentiating them from other common carriers.

Section 2
Definitions

Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the terms used in these Rules and Regulations shall have the following definitions:

Airport - shall mean Sarasota Bradenton International Airport, located in Sarasota and Manatee Counties, Florida.

Airport Circle - shall mean the roadway circling the public parking lots and passing in front of the terminal building.

Authority - shall mean the Sarasota Manatee Airport Authority**,** a special district created by the Legislature of the State of Florida, pursuant to Chapter 2003-309, Laws of Florida as amended, which owns and operates the Airport

Arrival Flight Time - The actual time the flight lands at the Airport.

Arriving Passenger - shall mean any person who arrives at the Airport by way of a flight.

Commercial Vehicle - shall mean all vehicles where compensation from the passenger or the expectation of compensation or tip from the passenger, is provided in exchange for transportation. Commercial Vehicles for hire include:

- Courtesy vehicles provided at no charge by hotels, motels, rental car companies, etc. for the convenience of their patrons.
- Baggage Delivery Service: vehicles used for the exclusive purpose of carrying baggage to/from the airport; no passengers may be carried.
- Buses: vehicles over 25 feet, seating capacity of more than 15.
- Limousines and Sedans: non metered vehicle, less than 25 feet in length, seating capacity of 14 or less.
- Taxicabs: fares determined by meter, less than 25 feet in length, seating capacity of 6 or less.
- Vans/Shuttles: non metered vehicle, less than 25 feet in length, seating capacity of 15 or less, used for single or multi-passenger pickups for one or more destinations.

  Under Florida Statutes § 627.748, this definition of Commercial Vehicle does not include:
- Transportation Network Companies (TNC's): personal vehicles operated by drivers partnered with a TNC.

Commercial Vehicle Queuing Area - shall mean the three lanes on the West end of the terminal building which are specifically designated for passenger pick up by Commercial Vehicles except for TNC's.

Cruising - shall mean the repetitive circling of the airport access roads for advertisement or to attract potential unauthorized pickups.

Departing Passenger - shall mean any person who is leaving the Airport by way of a flight.

Driver - shall mean any person who drives or is in actual physical control of a vehicle on a roadway, parking lot or any other location on Airport property; or one who is exercising control of a vehicle or steering a vehicle being towed by another motor vehicle.

Flight – shall mean a trip made by or in an airplane.

Ground Transportation Permit - shall mean an authorization by the Authority or its representative to conduct commercial ground transportation activities at the Airport. TNCs are not required to obtain a Ground Transportation Permit.

Ground Transportation Operating Rules and Regulations - shall mean all procedures, rules, and regulations established by the Authority or its representative, relating to commercial ground transportation activities.

Non-Tenant Car Rental - shall mean any individual or company engaged in the business of renting or leasing passenger vehicles to passengers using the Airport that does not have a tenant concession agreement in effect with the Authority. The operation of shuttle vehicles shall be governed by these Rules and Regulations; however, non-tenant car rental organizations must also comply with all provisions of the Non Tenant Rental Car Business Permit.

One-time Pickup Authorization – shall mean an authorization by the Authority or its representative for Operators not regularly operating at the Airport to pick up pre-arranged passengers on a one-time basis on a specified date.

Operator - shall mean any company or person engaged in any type of commercial ground transportation service, except for TNCs.

Park - shall mean to put or leave or let a motor vehicle stand or stop in any location, whether the driver thereof leaves or remains in the vehicle.

Permit Sticker - shall mean an Authority approved sticker to be affixed to a vehicle. This sticker shall have a number and permit year printed on it.

Solicitation or "to solicit" - shall mean to directly or indirectly, actively or passively, openly or subtly, ask, request, seek, or try to obtain the purchase, sale, lease or exchange of goods or services, professional or otherwise, or to induce the public to enter into any obligation relating to such property or services, or any form of paid advertising.

Transportation Network Company (TNC) – shall mean an entity operating in Florida pursuant to Florida Statutes § 627.748 using a digital network to connect a rider to a TNC driver, who provides prearranged rides. A TNC is not a taxicab association or for-hire vehicle owner. An individual, corporation, partnership, sole proprietorship, or other entity that arranges medical transportation for individuals qualifying for Medicaid or Medicare pursuant to a contract with the state or a managed care organization is not a TNC. This definition shall also include "TNC drivers," as that term is defined in Florida Statutes § 627.748.

Section 3
Operating Rules And Regulations

3.1 Conditions Of Commercial Vehicles And Drivers

3.1.1 All Commercial Vehicles serving the Airport shall be of high quality, ten (10) years in age or newer, properly maintained in an excellent state of repair and operated in a clean, safe, and businesslike manner as determined by the Authority or its authorized representative. Vehicles older that ten (10) years and in excellent condition may apply for a temporary one (1) year waiver of restriction, which may be provided at the sole discretion of the Authority after a physical inspection by Properties Dept. staff.

3.1.2 All Commercial Vehicles shall be properly identifiable with company name and/or logo on the outside of the vehicle to enable passengers to identify the company name. Posting of company name and/or logo on license plates or in other discrete locations is acceptable.

3.1.3 All Commercial Vehicles shall be validly registered with the Florida Department of Motor Vehicles.

3.1.4 All drivers operating Commercial Vehicles at the Airport shall be clean and neat in their personal appearance and shall be courteous to passengers loading or unloading at the Airport.

3.1.5 All personnel of the Operator shall be properly licensed and adequately trained.

3.1.6 The Operator shall provide the Authority with adequate evidence of the fact that it carries Automobile Liability insurance with a reputable insurance company or companies in such amounts as are required for valid operation under all state or local laws or under permit with Authority, with specific coverage or endorsement making such insurance applicable to its operations at the Airport. A certificate of insurance or other verification of vehicle insurance must be carried within the vehicle and produced upon request.

3.1.7 Vehicle insurance shall cover all automobiles owned, leased, hired, rented, borrowed or otherwise used by or on behalf of the Operator and an endorsement shall require that the Authority be named as additional insured and the Authority shall be notified thirty (30) days prior to cancellation or non-renewal of said endorsement.

3.1.8 Failure to abide by the above regulations may result in driver's Airport operating privileges being revoked at the discretion of the Authority or its authorized representative.

3.2 Regulations And Licenses – Commercial Vehicles

3.2.1 The Operator shall comply with all applicable local, state and federal laws and regulations and to abide by the rules and regulations of the Authority now in effect, or that may be promulgated from time to time, including but not limited to the utilization of Commercial Vehicle queuing areas, and other such traffic control arrangements as designated by the Authority. The Operator will provide the Authority with current copies of all applicable licenses from state or local authorities for areas the Operator proposes to serve.

3.2.2 The Operator shall secure and pay the costs of all required licenses, supplementary equipment, permits, and franchises, both of its employees and vehicles. The Operator will pay all taxes, fees,

licenses, and moneys required by the Federal, state, or local governments for its operations at the Airport.

3.2.3 The Operator shall maintain and operate its service in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, and Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title 6 of the Civil Rights Act of 1964, as said regulations may be amended.

3.3 Access And Parking – Commercial Vehicles

3.3.1 Commercial Vehicles may use those lanes of Airport Circle that are closest to the main terminal building for departing passengers only**.** Commercial Vehicles stopping at the curbside of the Airport's terminal building shall be restricted specifically to active unloading of passengers and their baggage. No pickup or parking shall be allowed in this area**.** Baggage delivery service vehicles must use the Commercial Vehicle queuing area for both loading and unloading baggage. Commercial Vehicles in violation of this rule may be cited and towed away in accordance with Florida State Statute 316-1945. Commercial Vehicles not having a Ground Transportation Permit with the Authority are authorized to enter Airport property only to discharge passengers in accordance with this paragraph.

3.3.2 All Commercial Vehicles desiring to pick up passengers must obtain a Ground Transportation Permit and display the Authority approved permit sticker in the lower left corner of the front windshield for access to the commercial queuing area (County Transit Authority buses are exempt from this requirement). Authorized Commercial Vehicles entering the Airport without passengers shall access the Commercial Vehicle queuing area via the outside lane of Airport Circle or from US Highway 41/General Spaatz.

3.3.3 Passenger pickup by Commercial Vehicles is permitted only in the Commercial Vehicle queuing area. Pickups by Operators other than Taxicab Concession Operator may be made on a prearranged basis only. Pickups of celebrities and politicians who wish to remain anonymous may be arranged by contacting the Airport Police in advance of the date of the pickup.

3.3.4 Commercial Vehicles not regularly operating at the Airport that have a pre-arranged passenger pick up scheduled on a specified date may request a One Time Pickup Authorization for a one-time fee of $35.00. This authorization must be requested in advance of the pickup date and evidence of insurance must be provided by the Operator. Sedans and limousines must use the paid parking lot and charter/tour buses must use lane 3 of the queuing area. If passenger pickups become regular, a Ground Transportation Permit will be required.

3.3.5 Parking in the Commercial Vehicle queuing area is designated as follows:

Lane 1 - Taxicab Concession Operator Only;

Lane 2 – Commercial Vehicles other than buses and TNC's;

Lane 3 – Buses Only (vehicles over 25 feet, carrying more than 15 passengers).

3.3.6 Authorized Commercial Vehicles shall only enter the Commercial Vehicle queuing area for the purpose of loading customers or passengers*.*

3.3.7 Parking in lanes 2 and 3 of the Commercial Vehicle queuing area shall be limited to 30 minutes.

3.3.8 Vehicles may not be left unattended in the Commercial Vehicle queuing area unless the driver contacts the Airport Police Department to inspect their vehicle. Upon clearance by the police officer, the driver may enter the airport terminal to meet arriving passengers at the designated

area near the down escalator. Drivers may hold a small sign (no more than 81/2" x 11") with the prearranged passenger's name.

3.4 Miscellaneous Provisions – Commercial Vehicles

3.4.1 The Operator shall repair promptly, and at no cost to the Authority, any damages to property of the Authority which have been caused by the Operator or its representatives.

3.4.2 No signs (except as designated in Section 3.3.8), posters or similar devices shall be erected, displayed, or maintained by the Operator on Airport premises without prior written approval of the Authority or its authorized representative.

3.4.3 The Operator's unauthorized solicitation of business in any manner whatsoever upon Airport property is strictly prohibited. Cruising by Commercial Vehicles is specifically prohibited.

3.4.4 The Authority or its representatives shall have the right to restrict drivers of Commercial Vehicles who do not comply with these Rules and Regulations or any applicable statutes, ordinances, rules, or regulations from operating at the Airport.

3.4.5 Airport Police have the authority to cite unauthorized Commercial Vehicles.

3.4.6 Special events (tours, etc.) should be coordinated through the Properties Department.

3.4.7 The Operator shall not cause or permit to occur upon any portion of the Airport any illegal waste, any public or private nuisance, or any other act or thing which may disturb the quiet enjoyment of any other tenant, licensee, invitee, or person using or occupying any portion of the Airport.

3.4.8 Ground Transportation Permits are personal to permittee and permittee may not assign, transfer, license, convey, or sell their permit, or any rights of permittee provided by that permit, whether voluntarily or by operation of law, without the prior written approval of Authority.

3.5 TNC Provisions

3.5.1 TNCs may load passengers only in the TNC loading area specifically designated by Authority signage.

3.5.2 Prior to picking up passengers, TNCs may park only in TNC parking areas specifically designated by Authority signage.

3.5.3 TNCs shall pay a pick-up fee for the passengers that are picked up by TNCs at the Airport. The amount of this fee may be adjusted from time to time, and shall be set by Authority resolution. TNCs may contact the Authority to ascertain the amount of the current fee.

3.5.4 TNCs shall comply with any and all requirements imposed by applicable law, including those found in Section 627.748, Florida Statutes.

3.5.5 The Authority or its representatives reserves the right to restrict TNC drivers who do not comply with these Rules and Regulations or any applicable statutes, ordinances, rules, or regulations from operating at the Airport.

3.5.6 Unauthorized solicitation of business in any manner whatsoever by TNCs upon Airport property is strictly prohibited. Cruising by TNCs is specifically prohibited.

3.6 Commercial Vehicle Fees

Commencing October 1, 2021, and continuing indefinitely thereafter, except as may be amended by the Authority from time to time, Commercial Vehicle for hire operators shall pay to the Airport Authority Commercial Vehicle Fees for the use of Airport Facilities and the privilege to conduct Commercial Vehicle for hire operations on the Airport. Commercial Vehicle for hire operators shall be assessed Commercial Vehicle Fees at an annual rate per permit ("Permit Fee") or at an annual rate per vehicle departure from the Airport ("Pickup Fee") established annually by the Airport Authority Board (collectively "Commercial Vehicle Fees"), which Commercial Vehicle Fees shall contribute to the capital, operation, and maintenance costs incurred by the Airport Authority to furnish, operate, and maintain Airport Facilities used by Commercial Vehicle operators to conduct Commercial Vehicle for hire operations at the Airport.