



SARASOTA
BRADENTON
INTERNATIONAL
AIRPORT

GROUND TRANSPORTATION PERMIT AGREEMENT

BETWEEN

SARASOTA MANATEE AIRPORT AUTHORITY

AND

GROUND TRANSPORTATION PERMIT AGREEMENT
WITH

This Ground Transportation Permit Agreement (this, "Agreement"), signed and entered into by the Parties hereto this _ day of _____, 2026 (the "Effective Date"), by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, an Independent Special District of the State of Florida (the "Authority"), and _____, a _____ Corporation organized and existing under the laws of the State of _____, and authorized to conduct business In the State of Florida, whose principal address is _____ (the "Operator"), collectively hereinafter, the "Parties", do hereby acknowledge and agree as follows:

WITNESSETH

WHEREAS, the Authority owns and operates the Sarasota Bradenton International Airport, located in Sarasota County and Manatee County, Florida (the "Airport"); and

WHEREAS, the Authority is authorized to lease or otherwise make available land and facilities at the Airport for aeronautical use pursuant to the Florida Statutes; and

WHEREAS, The Operator is a licensed Commercial Vehicle Ground Transportation Provider in the State of Florida; and

WHEREAS, the Operator desired to provide Commercial Vehicle Ground Transportation Services from the Passenger Terminal at the Airport for the convenience of airlines and passengers; and

WHEREAS, the Authority desired that the Operator provide Commercial Vehicle Ground Transportation Services from the Passenger Terminal at the Airport for the convenience of airlines and passengers,

NOW, THEREFORE, In consideration of the rights and obligations set forth in the terms, covenants, and conditions herein, and other good and valuable considerations, the receipt of which the Parties do hereby expressly acknowledge and agree as follows:

ARTICLE 1
USE RIGHTS

1.1 Limited Rights

The Authority hereby grants to the Operator the sole non-exclusive right to pick up and drop off passengers and/or baggage at the Airport as such locations designated by the Authority from time to time throughout the Term of this Agreement, subject to compliance at all times with all terms, covenants and conditions set forth in this Agreement (the "Grant of Rights"). For purposes of this Agreement, use of the term Operator and Driver(s) may be used interchangeably. Use of the term Operator herein shall include the Operator and all its employees, contractors, subcontractors and agents, if any, operating ground transportation vehicles to and from the Airport on behalf of the Operator (collectively, the "Operator"). Similarly, use of the term Driver herein shall in all cases include the Operator and all its employees, contractors, subcontractors and agents, if any, operating ground transportation vehicles to and from the Airport on behalf of the Operator (collectively, the "Drivers").

1.2 Vehicle Roadways

The Operator shall be granted the non-exclusive right, in common with the public and all other ground transportation providers serving the Airport, to use the passenger vehicle roadways providing access to and from the Passenger Terminal at the Airport (the "Vehicle Roadways") and such designated areas at

the Airport as may be assigned by the Authority from time to time throughout the term of this Agreement for the loading and unloading of passengers and/or baggage (the "Vehicle Staging Areas").

1.3 Vehicle Staging Areas

The Authority shall in its sole discretion at any time throughout the Term of this Agreement, set aside, assign, designate, reassign or redesignate Vehicle Staging Areas at the Ground Transportation Center, the Passenger Terminal, or elsewhere on the Airport, for use by the Operator and its Drivers in common with other ground transportation providers, including but not limited to on and off-airport rental car companies, peer-to-peer rental car companies, transportation network companies, shared ride vehicles, taxicabs, limousines, and private vehicles, couriers and vendors, to load or unload passengers and baggage at the Airport. For purposes of this Agreement, the Operator and its Drivers shall use only that designated Vehicle Staging Area identified on Exhibit B, dated March 18, 2026, attached hereto, specific to the type of ground transportation activity provided by the Operator. The Authority reserves the right, and the Operator acknowledges, that all Vehicle Staging Areas designated or assigned by the Authority for use by the Operator and its Drivers, in the Ground Transportation Center, Passenger Terminal, or elsewhere on the Airport, may in its sole discretion, be altered, reconfigured, relocated, or removed by the Authority at any time throughout the Term of this Agreement as it determines for itself to be in the best interest of the Authority.

1.4 Passenger Terminal

The Operator and its Drivers shall not have the right at any time to use, stage, park, load or unload vehicles, passenger and/or baggage at the Passenger Terminal, Passenger Terminal Vehicle Roadways, shoulders or curbs, Passenger Terminal pedestrian sidewalks, crosswalks, or at any other location at, adjacent or near the Passenger Terminal, except as may be designated in writing by the Authority throughout the Term of this Agreement.

1.5 Ground Transportation Center

The Operator and its Drivers may be granted the non-exclusive right, in common with other ground transportation providers, Vehicle Staging Areas in the Airport Ground Transportation Center located immediately adjacent to the west end of the Passenger Terminal at the Airport as depicted on Exhibit A, attached hereto, or such other Staging Area at the Airport as may be deemed necessary by the Authority from time-to-time throughout the Term of this Agreement, for the sole purpose of loading and unloading the passengers and baggage at the Airport. For purposes of this Agreement, Vehicle Staging Areas in the Ground Transportation Center shall consist solely of the queuing lane(s) designated by the Authority in the Ground Transportation Center for use by the Operator.

1.6 Airport Rules and Regulations.

The Grant of Rights conferred to the Operator by this Agreement are non-exclusive and subject to compliance with the Authority's Ground Transportation Rules and Regulations as may be amended from time to time by the Authority throughout the Term of this Agreement (the "Rules and Regulations"), and all other Federal, state and local rules, regulations, ordinances and directives as may now exist or hereafter issued or amended by any governmental agency with jurisdiction over the Operator and its Drivers activities at the Airport

ARTICLE 2 **TERM OF AGREEMENT**

2.1 Initial Term

This Agreement shall commence when properly executed by the Authority (the "Effective Date") and shall continue uninterrupted thereafter for an initial term one (1) year, through _____ (the "Initial Term") unless earlier terminated as provided herein in accordance with the terms, covenants and conditions

of this Agreement. This Lease shall automatically terminate at the end of the Initial Term, unless renewed in accordance with Article 2.2, below. In the event this Lease is renewed, this Lease shall automatically terminate at the end of the active Renewal Term.

2.2 Renewal Terms

Subject to Operator's compliance to all terms, covenants, and conditions of this Agreement, as deemed solely by the Authority, the term of this Agreement may be extended by the Operator for up to two (2) additional one (1) year terms (the "Renewal Terms"), which Renewal Terms shall be subject to the same terms, covenants, and conditions of this Agreement. Each Renewal Term, if any, shall be recorded by writing instrument issued by the Authority to the Operator within thirty (30) days following receipt of written request issued by the Operator to the Authority declaring its intention to extend the Term hereof.

2.3 Early Termination

Notwithstanding anything to the contrary herein, either Party shall have the right to terminate this Agreement with or without cause by providing the other Party thirty (30) days prior written notice of its election to terminate early. Early termination of this Agreement shall become effective on such date declared in said advance written notice or such another date agreeable to the Parties. The Authority reserves the right to terminate this Agreement immediately in response to any health, safety, or security concern deemed necessary by the Authority.

ARTICLE 3 **RATES, FEES AND CHARGES**

3.1 Airport Use Fee

In consideration of the Rights Granted herein, the Operator shall pay to the Authority an Airport Use Fee in the amount of _____ Dollars!\$_____ (the "Airport Use Fee"), which Airport Use Fee shall contribute in part to the Authority's costs to manage this Agreement throughout the Term hereof. The Airport Use Fee shall be due and payable to the Authority in full and in advance prior to the Effective Date of this Agreement, which shall be hand delivered or sent to the Authority with the Operator's Certificate of Insurance, required in Article 5 herein, by Overnight Courier or U.S. Postal Service, Prepaid Certified Mail to: Properties Department, Sarasota Manatee Airport Authority, 6000 Rick Piccolo Circle, Sarasota, Florida 34243.

3.2 Adjustment to Fee

Operator acknowledges that the Authority reserves the right to adjust or amend the Airport Use Fee in common with other ground transportation providers at the Airport, at any time throughout the Term of this Agreement as the Authority may deem for itself to be in the best interest of the Authority. In addition, the Operator further acknowledges that the Airport Use Fee herein, as may be amended, does not contribute to the operation and maintenance of the Vehicle Roadways, Ground Transportation Center, Passenger Terminal, Vehicle Staging Areas at the Airport or for the Operator's right and privilege to conduct Operator's ground transportation business at the Airport. Therefore, the Authority reserves the right to recover all or any portion of said costs attributable to the Operator and its Drivers use of the Airport, and to establish other rates, fees or charges for the Operator's privilege to conduct its ground transportation business at the Airport as the Authority may deem for itself to be in the best interest of the Authority, provided such rates, fees and charges are applied consistent with other similar situated ground transportation providers at the Airport.

ARTICLE 4 **RIGHTS RESERVED**

The Authority = reserves the right in its sole discretion to operate, maintain, develop, renovate, improve, expand, construct, make repairs or alterations to any building, structure, infrastructure or improvement

located anywhere on the Airport, including but not limited to the Vehicle Roadways, Ground Transportation Center and Vehicle Staging Areas, free from all claims or liability by or to the Operator and its Drivers for any loss or injury, business interruption, or any other damage or inconvenience incurred by the Operator or its Drivers of any nature occurring during or after such actions are taken by Authority, unless such damages result from the gross negligence or willful misconduct of the Authority, its members, employees, contractors, subcontractors or agents. The Authority reserves the right to stop or prevent any use of the Airport that would interfere with or adversely affect the operation, maintenance or development of the Airport or otherwise constitute an interference, obstruction or hazard at the Airport, regardless of its size or nature.

The Authority has made no pledges, representations, warranties or promises of any kind regarding the planning, design, construction or development of the Airport, including but not limited to the number of airlines serving the Airport, the destinations served, passenger traffic, vehicle traffic, or any other levels of activity at the Airport. The Authority shall endeavor to provide Operator with reasonable prior written notice of any action taken by Authority that may physically impact on the Vehicle Roadways, Ground Transportation Center, Passenger Terminal or Vehicle Staging Areas used by the Operator. Rights not specifically granted to Tenant by this Agreement are expressly reserved to Authority.

ARTICLE 5

INSURANCE REQUIREMENTS

5.1 General Requirements

The Operator shall provide and maintain throughout the Initial Term any Renewal Term of this Agreement, insurance with limits no less than set forth herein with insurance carriers licensed to do business in the State of Florida ("Authorized Insurer"). All insurance policies and certificates of insurance required by this Agreement shall be delivered to the Authority before the Effective Date of this Agreement for review and approval by the Authority. The Operator shall not commence any commercial ground transportation in connection with this Agreement until it has first provided the Authority sufficient evidence of all insurance required by this Agreement in a manner acceptable to the Authority.

The Authority reserves the right to accept or reject any insurance policy or certificate of insurance written by an Authorized Insurer that the Authority deems for itself to be in a stressed financial condition, incurring operational deficiencies, or otherwise deemed not in compliance with the requirements of this Agreement. Failure of the Authority to deem any insurance policy, certificate of insurance or other evidence of insurance not in compliance with the Operator's insurance requirements, or failure of the Operator to correct any deficiency in the Operator's insurance requirements that is identified by the Authority, shall not be construed as a waiver of Operator's obligations to maintain such insurance.

In the event of a reduction or revision in any Insurance required in this Agreement, the Operator shall take immediate steps to have it instated or reinstated. If at any time the Authority requests a written statement from the Operator's Authorized Insurer regarding any impairment to any required insurance, the Operator shall promptly authorize such request and have it delivered immediately to Authority. The Operator authorizes the Authority, its employees, contractors and agents to confirm all information furnished to the Authority, regarding the Operator's compliance with the insurance requirements of this Agreement, with the Operator's Authorized Insurers, brokers and agents.

The Operator shall immediately make up any impairment of insurance required by this Agreement when first know to it. The Authority shall be exempt from, and in no way is liable for any sums of money that may represent a deductible or self-insurance retention in any of Operator's insurance policies. 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 sufficient evidence acceptable to the Authority of the Operator's right to self-insure as provided by the State of Florida. The minimum insurance requirements set forth in this Agreement are solely intended to limit the Authority's liability attributable to the Operator's use of the Airport and is not intended in any way to suggest or define the minimum or best suited insurance for the Operator.

5.2 Polic.II. Endorsements

Each insurance policy required herein, other than Worker's Compensation and Employer's Liability, shall include 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, and against any self-funding and insurance held 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, members of its governing body, employees, contractors, subcontractors and agents.
- C. All insurance policies shall provide the Severability of Interest Provision.
- D. All insurance policies shall provide a Waiver of Subrogation in favor of the Authority.
- E. The Authority shall be provided with written notice by registered or certified mail at least thirty (30) days prior to any modification or termination of any insurance coverage.

5.3 Commercial Auto Liabilit.II.

Operator shall maintain 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 "All Vehicles" regardless of ownership including, but not limited to, owned, non-owned, leased, and hired vehicles, in amounts not less than:

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

In addition to the insurance required by the Operator, the Operator shall ensure that all Operator's Drivers of any vehicle operated on the Airport in any manner, shall maintain the same minimum insurance requirements set forth in this Agreement as required by the Operator.

5.4 Commercial General Liabilit.II.

Operator shall maintain Commercial General Liability insurance coverage on a form no more restrictive than ISO Form CG 00 01. Additional Insurance coverage shall be on a form no more restrictive than ISO Form CG 20 10 10 01. Coverage shall include all Airport premises, Operator's Operations, Independent Drivers Operations, Contractors, Personal Injury and Broad Form Property Damage, Contractual for this Agreement, including Completed Operations.

The minimum limits of Commercial General Liability Insurance, inclusive of any amounts provided by an umbrella or excess liability policy, covering liability resulting from, or in connection with all operations performed by, or on behalf of, Operator under this Agreement or the use of Authority Premises by, or on behalf of, Operator shall be no less than:

\$1,000,000 Combined Single Limit Liability for Each Occurrence

\$1,000,000 Bodily Injury, Personal Injury and Property Damage Liability for Each Occurrence

\$1,000,000 Completed Operations, Personal/Advertising and Contractual Liability for Each Occurrence

5.5 Worker's Compensation/Employer's Liability

Operator shall maintain Worker's Compensation and Employer's Liability insurance coverage for all its employees servicing this Agreement with limits that meet or exceed the statutory requirements of the State of Florida and any applicable Federal laws.

5.6 Umbrella Liability or Excess Liability

Umbrella Liability or Excess Liability may be used by the Operator to provide the individual minimum limits of liability insurance required by this Agreement, which Umbrella Liability or Excess Liability policy shall in no event shall 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 6 WAIVER OF SUBROGATION

The Operator, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Agreement, waives all rights and proceedings of any kind or nature whatsoever including, but not limited to, loss or damage to business, person, property, injuries or death, and worker's compensation claims (collectively "Claims"), in any way resulting directly or indirectly from, or arising out of, Operator or its Drivers in connection with this Agreement or their use or occupancy of any portion of the Airport. This shall include acts and omissions of the Operator and its Drivers, provided the Operator need not defend, release, indemnify, or hold harmless the Authority, its members, employees, contractors, subcontractors and agents from damages resulting from the gross negligence or willful misconduct of the Authority or its members, employees, contractors, subcontractors or agents.

In addition to the requirements stated above, to the fullest extent permitted by law, Operator shall indemnify and hold harmless the Authority or its members, employees, contractors, subcontractors or agents from all liabilities, damages, losses and incurred, including not limited to, reasonable attorney fees, caused by or attributable in any way to the negligence or misconduct of the Operator and its Drivers engaged by the Operator in the performance of this Agreement.

Nothing contained in this Agreement is intended to nor shall it constitute a waiver of the Authority's sovereign immunity under common law or statute. Operator's obligations to defend and indemnify the Authority as described in this Article shall survive the expiration or earlier termination of this Agreement until it is determined by final judgement of a court of law that any suit, claim, other action of any kind against the Authority, or its members, employees, contractors, subcontractors or agents, as described in this Article, is fully and finally barred by the applicable statute of limitations or repose.

The Operator shall deliver prompt and reasonable notice to the Authority, and a true copy of any notice, warning, summons, or other legal proceedings relating to the violation or enforcement of any law, ordinance, rule, regulation, or order by Operator. The Operator shall indemnify and hold the Authority, its members, employees, contractors, subcontractors and agents harmless from and against all claims, actions, loss, damages, liabilities, fines, penalties, costs and expenses suffered or incurred by the Authority due to Operator's failure to comply with any law, ordinance, rule, regulation, order, term, covenant or condition required herein.

The foregoing provisions of this Article are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which the Authority otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by the Operator hereunder. The Authority, its members, employees, contractors, subcontractors and agents reserve the right at their option to participate in the defense of any suit, without relieving the Operator of any of its obligations under this Article. If any above paragraphs are deemed to conflict in any way with the law, this or part of this article will be considered modified by such law to remedy the conflict.

ARTICLE 7 INDEMNIFICATION

7.1 Persons and Property

THE AUTHORITY HEREBY DISCLAIMS, AND OPERATOR HEREBY RELEASES AUTHORITY, ITS MEMBERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND AGENTS FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT, INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE, FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY THE OPERATOR OR ITS DRIVERS DURING THE TERM OF THIS AGREEMENT OR ANY EXTENSION HEREOF FOR LOSS, DAMAGE OR INJURY TO THE OPERATORS VEHICLES, PERSON OR PROPERTY THAT MIGHT BE LOCATED IN ANY MANNER ON THE PREMISES.

7.2 Chattels

All personal property brought onto the Airport by the Operator or its Drivers including, but not limited to, all vehicles and the contents therein shall be at the sole risk of Operator.

7.3 Business Interruption

The 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, employees, contractors, subcontractors and agents for any and all loss or damage sustained by reason of any interruption in Operator's business attributable in any way to the operation and development of the Airport unless such loss or damage is due to the gross negligence or willful misconduct of Authority, its members, employees, contractors, subcontractors or agents.

7.4 Legal Fees

If an enforcement issue arises, each Party to this Agreement will make good faith efforts to resolve the issue amicably for a period not less than thirty (30) days prior to initiation of any legal action. If either Party takes legal action to enforce the terms, covenants or conditions of this Agreement, each Party shall pay its own legal costs incurred in taking such action, including, without limitation, reasonable attorneys' fees, professional fees, court costs and expenses, except to the extent the losing party is ordered to pay the costs of the prevailing party in such legal action.

7.5 Other Costs

If Authority has paid any sum(s) or has incurred any obligation or expense which Operator has agreed to pay or reimburse Authority for, or if Authority is required or elects to pay any sum(s) or incurs any obligation or expense due to the failure, neglect or refusal of the Operator to perform or fulfill any of the terms, covenants or conditions of this Agreement, then the same shall be deemed immediately due hereunder and Operator shall reimburse Authority for the full amount upon demand.

ARTICLE 8 RULES AND REGULATIONS

8.1 General Requirements

The Operator and its Drivers shall comply with the Authority's Airport Ground Transportation Rules and Regulation, as may be amended from time-to-time by the Authority ("Rules and Regulations"). Operator and its Drivers shall further comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations now in existence and as may be enacted that pertain to Operator activities at the Airport. The Operator agrees to immediately reimburse the Authority for any fines which may be assessed against the Authority caused directly or indirectly by any violation of said Rules and Regulations by the Operator or its Drivers.

8.2 Licensing__fu!quirements.

The Operator and its Drivers shall obtain all federal, state, and local licenses and permits required by law prior to the Effective Date of this Agreement and shall maintain all said licenses and permits in good standing throughout the entire Term of this Agreement. The Operator shall also continually maintain copies of all said active and expired licenses and permits throughout the entire Term of this Agreement, which shall be furnished to the Authority immediately upon request.

8.3 Safety and Security Requirements

- A The Operator shall ensure that all its Drivers are properly licensed and trained, and its vehicles are properly equipped, serviced and maintained, to safely conduct the Operator's activities required by this Agreement, including the safe and proper handling and delivery of all passengers and baggage.
- B. The Operator shall comply with all applicable rules, regulations, directives and instructions of the Airport Police Department and its on-duty Officers relating to any matter on the Airport including, but not limited to, all health, safety, security and ground transportation rules, regulations, directives and instructions, issued by any agency with jurisdiction over the Operator's activities at the Airport, now existing or hereafter enacted.
- C. The Operator shall comply with all applicable rules, regulations, directives and instructions of the Transportation Security Administration ("TSA") and its on-duty Officers relating directly or indirectly in any way to the Operator's activities at the Airport and shall not allow its self or its Drivers to access the secured area of the Passenger Terminal or Aircraft Operations Area of the Airport.
- D. The Operator expressly agrees on behalf of itself and its Drivers, successors and assigns to use all reasonable efforts to prevent any use of the Airport that would reasonably interfere with or would reasonably be deemed to adversely affect in any way the operation or maintenance of the Airport or which would otherwise constitute a hazard or nuisance at the Airport.
- E. If requested by the Authority for any reason the Operator agrees to immediately provide the Authority, without delay, with a copy of any individual Driver's state driver's license and vehicle registration, or equivalent information.

ARTICLE 9 **ENVIRONMENTAL RESTRICTIONS**

9.1 Hazardous Materials

Operator agrees that neither it nor its Drivers shall knowingly cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport; provided that Operator may use such substances as are customarily used in Operator's business hereunder so long as such use is in compliance with all Authority's Rules and Regulations and applicable Environmental Laws. As used herein, the following terms shall have the meanings set forth below:

- A **"Environmental Laws"** shall mean all applicable federal, state and local administrative laws, rules, regulations, orders and requirements relating to any Hazardous Materials. environmental conditions, and industrial hygiene in effect and as may be amended.
- B. **"Hazardous Materials"** shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental agency to pose a present or potential hazard to human health or safety or to the environment. "Hazardous Material" includes, without limitation, any material or substance, defined as a "hazardous substance", or "pollutant" or "contaminant" pursuant to any law, order, report or other finding issued by any federal, state or local governmental agency with appropriate jurisdiction or, including but not limited to, any

waste which conforms to the definition or criteria for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum based product, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority's rules and regulations.

- C. **"Release"**, when used with respect to Hazardous Material, shall include, without limitation, any actual or imminent spill, leakage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into or on any Airport property.

9.2 Environmental Indemnity_

Operator and its Drivers shall indemnify, defend and hold harmless the Authority, its members, employees, contractors, subcontractors and agents from and against all loss, damage or injury to any person or property during or after the Term of this Agreement, as may be amended, resulting from (i) a breach by Operator of its obligations set forth in this Article, or (ii) any Release of Hazardous Materials from, in, on, or about the Airport caused directly or indirectly by any act or omission of the Operator or its Drivers.

ARTICLE 10 **VEHICLE STANDARDS**

10.1 Vehicle Standards

For purposes of this Agreement, "Vehicle" shall mean any car, truck or van operated by the Operator or its Drivers to provide ground transportation at the Airport. The Operator is permitted to use Driver owner-operated Vehicles. All Vehicles must comply with all terms, covenants, and conditions of this Agreement, and the Authority shall have the right to prevent any Vehicle from operating at the Airport for cause and upon written notice to Operator. All Vehicles under this Agreement shall be safe, properly equipped, and continually and properly maintained, as required by law, throughout the Term of this Agreement, sufficient to provide ground transportation services to the traveling public at the Airport.

- A. All Vehicles shall be no greater than ten (10) years old, air conditioned, clean, and neat in appearance, sanitary, safe for operation, and well maintained both inside and outside, including but not limited to no visible damage, advertising or display.
- B. All Drivers and vehicles shall be licensed in the State of Florida and shall comply with all state and local laws affecting the Operator commercial use of the Airport.
- C. The Authority, its Police Officers, Traffic Officers, or its other designee(s), shall have the right at any time to Inspect any Vehicle at any time. Any Vehicles found to be in violation of the above conditions may be refused permission to operate at the Airport pursuant to this Agreement until such conditions are corrected.
- D. In no event shall any Vehicle be permitted to access the Airport Aircraft Operations Area of the Airport.

10.2 Disabled Vehicles

Any Vehicle that is mechanically unsafe, wrecked or damaged shall not be permitted to operate at the Airport until the Vehicle is fully repaired. Operator and its Drivers shall not park, stage, or store any wrecked, damaged, inoperable, or otherwise unsightly Vehicle anywhere on the Airport. The Authority reserves the right to have all such Vehicle(s) towed and stored off-Airport at the Operator's expense.

ARTICLE 11

DRIVER STANDARDS

11.1 General Standards

For purposes of this Agreement, "Driver" shall mean the Operator and any individual who has been approved by Operator to use a privately-owned Vehicle(s) to transport passengers and/or baggage to and from the Airport. Operator shall inform its Drivers, if any, of all requirements of this Agreement. The Operator and all its Drivers shall be properly licensed and physically equipped to conduct the activities required by this Agreement in accordance with all applicable Florida State Statutes, now or hereafter enacted, affecting all ground transportation services to and from the Airport.

The Operator and all Drivers shall maintain on their person the following information while operating on the Airport:

- A. Photograph of the Driver
- B. Trade Dress (Name and Logo)
- C. Driver's License
- D. Vehicle brand, model, and color
- E. Vehicle License Plate number
- F. Certificates of Insurance
- G. A waybill or electronic equivalent that meets the criteria set forth below.

11.2 Driver Logs

All Drivers are required to maintain logs of each Pickup from the Airport (Driver Logs). Drivers shall document each vehicle pickup immediately after completion to which it relates. All said Driver's Logs shall immediately be made available upon request by the Authority, Airport Police Department, and any on-duty Airport Police Officer, Airport Traffic Officer, or other designee of Authority.

11.3 Driver Conducts

- A. All Drivers shall hold the proper State of Florida Driver's License, and local government issued operating permit and/or business license as required by local law.
- B. All Drivers shall be clean and neat in appearance, professional and courteous.
- C. All Drivers shall display on the windshield of each Vehicle while on the Airport an Authority issued vehicle decal that includes the Operator's trade name and logo.
- D. All Drivers shall Pickup and drop-off passengers and baggage only in the Vehicle Staging Areas assigned by the Authority.
- E. All Drivers shall remain within ten (10) feet of their respective Vehicles whenever said Vehicles are in the Vehicle Staging Area and shall not enter the Passenger Terminal, except for such limited time as required to use the public restrooms nearest to the Vehicle Staging Area.
- F. Once a Driver has contacted the airline or passenger(s) with whom the Driver was matched, the Driver shall begin loading such passenger(s) and/or baggage without delay.

- G. All Driver shall limit Driver's time in all Vehicle Staging Areas to the minimum time required for loading and unloading of passengers and baggage, and after doing so, Drivers shall thereafter promptly depart with their vehicle from the Airport.
- H. All Drivers shall, upon request, present a waybill or the electronic equivalent to any Authority official, on-duty Airport Police Officer, Airport Traffic Officer or any other designee of the Authority.

11.4 Prohibited Activities.

Drivers shall be prohibited from the following activities at the Airport throughout the Initial Term and any Renewal Term to this Agreement:

- A. Allowing any Vehicle in any form or manner to be left unattended at the Passenger Terminal, Ground Transportation Center, Vehicle Staging Area, Vehicle Roadways or anywhere else on the Airport, without the vehicle having first been inspected and approved to be left unattended by an on-duty Airport Police Officer, or Airport Traffic Officer.
- B. Permitting anything dangerous or unlawful to occur at the Passenger Terminal, Ground Transportation Center, Vehicle Staging Area, Vehicle Roadways or anywhere else on the Airport or elsewhere on the Airport, or bring or keep anything thereon, which would i) increase in any way the risk of fire, ii) create a nuisance, iii) obstruct or interfere with the rights of others at the Airport, or iv) injure or annoy anyone.
- C. Litter at the Passenger Terminal, Ground Transportation Center, Vehicle Staging Area, Vehicle Roadways or anywhere else on the Airport, Vehicle Roadways or anywhere else on the Airport.
- D. Commit or permit to be committed any improper, immoral, or unlawful act on the Airport deemed by the Authority, any Airport Police Officer or Airport Traffic Officer to be reasonably objectionable.
- E. Place anything in or adjacent to the Passenger Terminal, Ground Transportation Center, Vehicle Staging Area, Vehicle Roadways or anywhere else on the Airport, that might endanger or obstruct in anyway any roadways, shoulder, curb, crosswalk, sidewalks, passageways, stairways, elevators, or escalators in or adjacent to the Passenger Terminal, Ground Transportation Center, Vehicle Staging Area, Vehicle Roadways or anywhere else on the Airport.
- F. Doing anything which would reasonably or likely injure the reputation of the Authority or the appearance of the Airport.
- G. Allowing the operation of a vehicle on any Vehicle Roadway at the Airport by an unauthorized driver.
- H. Transporting passenger(s) or baggage on the Airport in an unauthorized vehicle.
- I. Picking up or discharging passengers or baggage at any location other than Vehicle Staging Areas.
- J. Failing to provide information, or providing false information, to any on-duty Airport Police Officers, Authority official or other Authority designee.
- K. Creating, issuing or displaying a waybill in an altered or fictitious form.
- L. Recirculating on the Vehicle Roadways in front of the Airport Passenger Terminal or elsewhere on the Airport unless the Driver has just completed a drop-off or delivery at the Passenger Terminal and imminently receives a pick-up or delivery request at the Passenger Terminal.
- M. Using or possessing any illegal drug, alcoholic beverage, marijuana, or other controlled or intoxicating substances on the Airport.

- N. Failing to operate a vehicle in a safe and cautious manner or to comply with posted speed limits and traffic control signs at the Airport.
- O. Use of improper, loud, profane, offensive or vulgar language on the Airport.
- P. Attempting to solicit payment for services rendered greater than authorized by law.
- Q. Attempting to barter or sell any product, goods or services not authorized by this Agreement.
- R. Operating a vehicle that is too old, not well maintained, in a safe mechanical condition, visibly damaged or which lacks mandatory safety equipment.
- S. Disconnecting or otherwise impairing any vehicle pollution control equipment.
- T. Engaging in any criminal activity, including but not limited to using, possessing or attempting to sell any illegal drug or narcotic while on Airport.
- U. Operating a vehicle without proper registration or Authority issued vehicle decal, or when the Operator's authority under this Agreement is suspended or revoked.
- V. Operating or attempting to operate a vehicle inside the Airport Aircraft Operations Area (AOA).

ARTICLE 12

SERVICE STANDARDS

12.1 General Standards

For purposes of this Agreement, the term "Customer" shall refer to any airline(s) and/or passenger(s) receiving ground transportation services from the Operator or its Drivers. Operator and its Drivers shall be subject to the terms of use of the Operator's platform, if any, to provide service to and from at the Airport. Operator shall review all reports received or submitted to its office headquarters, place of business or customer support team regarding any Driver conduct that may violate any terms, covenant or condition of this Agreement, record and monitor all feedback and ratings provided by customers for each Drivers and provide all such information to the Authority immediately when requested. Failure of the Operator or any Driver to follow all terms, covenants and conditions of this Agreement may result in the Operator or Driver(s) temporary suspension, permanent revocation, or termination of this Agreement.

12.2 Restricted Use of AirQort

The use of the Airport by the Operator and its Drivers shall be limited solely to the purpose set forth in this Agreement. The Operator and its Drivers shall not conduct any commercial activity or provide any other service to the public other than ground transportation services at the Airport permitted by this Agreement.

12.3 Controlled Passenger Fees

The Operator covenants and agrees that all rates, fees, and charges for Operator's ground transportation services at the Airport shall be roughly equivalent and consistent with those assessed for the same or substantially similar ground transportation services elsewhere in the State of Florida.

12.4 Questions and Complaints

The Operator shall promptly and courteously respond to each customer question or complaint received by the Operator and shall keep records of such interactions. Any complaints received by the Authority that are referred to the Operator shall receive a prompt and courteous response from the Operator. Any questions or complaints regarding any Driver conduct, appearance, level of service, Vehicle condition, standards of operation or public health, safety or security brought before the Authority shall be reviewed by the Authority

who shall take such actions as it deemed necessary based on the circumstance. Upon notification by the Authority, the Operator shall take whatever steps are required to comply with any directive or instruction issued by the Authority. Repeated violations of a directive or instruction of the Authority shall be sufficient grounds for termination of this Agreement.

ARTICLE 13

ADVERTISING AND SOLICITATION

The Operator and its Drivers shall not solicit passengers or baggage anywhere on the Airport, or post or display any signs, posters, solicitation, advertising, additional lighting or devices of any kind on the exterior of any vehicle used by Operator or its Drivers in the performance of this Agreement, except the Operator's trade name or logo. Operator and its Drivers shall be prohibited from displaying, distributing, soliciting, or posting any advertising except as may be first be approved in writing by the Authority. Any such solicitation, related conduct or the administration or supervision of any type of business, except as provided herein, shall not be permitted, and shall be considered a default of this Agreement.

ARTICLE 14

EVENTS OF DEFAULT

14.1 Default.

The occurrence of any one or more of the following events by the Operator shall constitute a default and breach of this Lease by the Operator:

- A. The failure by the Operator to pay to the Authority any fees and charges required to be paid by the Operator to the Authority when due, where such failure continues without remedy for a period of ten (10) days after written notice by the Authority to the Operator that any such payment is passed due.
- B. The failure by the Operator or any of its Drivers to maintain in full force and effect any insurance requirement, coverage, or endorsement required by this Agreement.
- C. The failure by the Operator or any of its Drivers to comply with the Authority's Ground Transportation Rules and Regulations, or any other directive or instruction, written or verbal, issued by the Authority or its Airport Police Officer or Airport Traffic Officer.
- D. The failure to comply with any federal, state or local rule, regulation, ordinance or directive issued by any governmental agency with jurisdiction over the Operator and its Drivers activities at the Airport.
- E. Failure of the Operator or any of its Drivers to comply with any term, covenant, or condition of this Agreement.

In the event of a default by Operator remains uncured after the applicable cure period, the Authority shall have the right to pursue any remedy now or hereafter available to the Authority under the laws of the state of Florida, including, but not limited to, the right to immediately terminate this Agreement.

14.2 Remedies.

In the event of a default or breach of any term, covenant or condition of this Agreement by the Operator, the Authority may at any time thereafter, with or without notice and without limiting any other right or remedy that the Authority may have under the law by reason of such default, elect to exercise any one of the following remedies while concurrently taking all reasonable steps to mitigate its damages:

- A. Declare all fees and charges attributable to the Initial Term, Renewal Term, or any part thereof immediately due and payable to the Authority.
- B. Terminate or suspend all or any portion of the Operator's grant of rights for its use of the Airport set

forth in this Agreement.

- C. Exercise the Authority's right to Early Termination of this Agreement with or without cause set forth in this Agreement.
- D. Immediately terminate this Agreement with cause attributable to the need to maintain the health, safety or security of the Airport, its tenants or users, as may be deemed necessary by the Authority.
- E. Pursue any other remedy now or hereinafter available to Authority under the laws of the State of Florida.
- F. Immediately suspend or revoke any vehicle decal issued to the Operator or its Drivers that is required to pick up passengers and baggage at the Airport.

Notwithstanding any provision of this Lease to the contrary, Authority shall have the right to bring an action for its damages upon the occurrence of a default by Operator and Authority reserves all rights which laws of the State of Florida confer upon a landlord against a licensee or permittee in default. In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Agreement the prevailing party in such action shall be entitled to recover costs and attorney's fees, including appellate fees.

14.3 Remedies Cumulative

The rights and remedies of the Parties hereto with respect to any of the terms, covenants, and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the Parties. The exercise by the Authority of any remedy provided in this Agreement shall in no way affect any other remedy available to Authority under law or in equity.

14.4. Fines and Penalties

The Operator and its Drivers shall be subject to all applicable Airport Rules and Regulations and all other applicable laws, ordinances, rules, and regulations, and shall be subject to any fines, penalties, suspension or termination in connection therewith. The Authority shall have no obligation to Operator to impose fines or take corrective action of any kind against any Driver, person or entity at the Airport.

ARTICLE 15 NONDISCRIMINATION

The Operator, for itself and its Drivers, Its personal representatives, successors in interest, and assigns, as part of the consideration hereof, understands and acknowledges that Authority has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A - Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to Authority for certain Airport programs and activities, and that Authority is required under said Regulations to include in every agreement or concession pursuant to which any person or persons other than Authority, operates or has the right to operate on the Airport providing services to the public, the following covenant, to which Operator agrees, as follows: "Operator, in its operation at and use of the Airport, covenants 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 any activity pursuant to this Agreement; (2) that no person on the grounds of race, color, age, sex, creed, religion, marital status, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Operator shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended."

ARTICLE 16
AMERICANS WITH DISABILITIES ACT

The Operator shall comply with all applicable requirements of The Americans with Disabilities Act ("ADA") as published in the Federal Register, Volume 56, No. 144, and the State of Florida Accessibility Requirements Manual ("ARM").

ARTICLE 17
DRUG-FREE WORKPLACE

The Operator acknowledges that, pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled or intoxicating substance is prohibited on the Airport. Any violation of this prohibition by Operator shall constitute an event of default under this Agreement.

ARTICLE 18
ASSIGNMENT OF AGREEMENT

The rights granted to the Operator by this Agreement are not transferable and shall not be temporarily or perminate transferred, subcontracted, or assigned to any other party in full or in part for any purpose.

ARTICLE 19
COMMUNICATIONS AND NOTICES

All notices required to be given to either Party shall be in writing and shall be delivered by electronic mail, overnight courier, or U.S. Certified Mail, Return Receipt Requested, to the flowing address:

Authority_

O2,erator

Properties Department
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Rick Piccolo Circle
Sarasota, FL 34243-2105

ARTICLE 20
SUBORDINATION

This Agreement is subject to and subordinate to the provisions of any agreement made between the Authority and the Federal Aviation Administration, its predecessors and assigns, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Authority for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act.

The Operator further covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, the Operator shall promptly consent in writing to such modifications or shall have the option to terminate this Agreement prior to such modifications taking effect.

Additionally, this Agreement and all rights of the Operator granted hereunder, are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment, made at any

time, by Authority to secure any Airport Bond financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of Authority's any existing and future Bond Resolution authorizing the issuance of Bonds by Authority. The Authority may amend or modify said Bond Resolutions or make any change thereto that does not materially adversely affect the Operator's rights granted under this Agreement. Conflicts between this Agreement and any such Bond Resolution shall be resolved in favor of the Bond Resolution.

ARTICLE 21

FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency shall demand and take over the Airport or any portion thereof for public purposes, then this Agreement shall thereupon terminate, and the Authority shall be released and fully discharged from all liability hereunder. In the event of such termination, the Operator's obligation to pay all rates, fees, charges and assessments shall cease, however, nothing herein shall be construed as relieving the Operator from any of its liabilities relating to events or claims of any kind whatsoever prior to such termination.

ARTICLE 22

INVALIDITY AND SEVERABILITY

It is agreed by the Parties that if any term, covenant, or condition contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other terms, covenants, conditions herein contained. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. The paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and shall in no way define, limit, or describe the scope or intent of any provision of this Agreement. If any provision of this Agreement or the application thereof to any person, entity, or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

ARTICLE 23

NO THIRD-PARTY RIGHTS

The Parties agree this Agreement is solely for the benefit of the Authority and the Operator. This Agreement is not for the benefit of any other person or entity including, but not limited to, any Drivers, Transportation Network Companies or ground transportation providers.

ARTICLE 24

AMENDMENTS TO AGREEMENT

This Agreement may only be altered amended by formal written amendment to this Agreement executed by both Parties. Notwithstanding the foregoing, if the Federal Aviation Administration, its successor or assigns, requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Operator shall agree to make such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.

ARTICLE 25

PLACE OF VENUE

This Agreement, and all exhibits, documents, and instruments relating to same, shall be construed under Florida law. Operator hereby consents to the jurisdiction of the courts of the State of Florida and of the Federal Authority Court for the State of Florida with respect to any action instituted by the Authority and arising against the Operator under this Agreement, and waives any objection, which the Operator may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such

action has been brought in an inconvenient forum, and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over the Operator.

ARTICLE 26
ATTORNEY FEES

In the event of a default by the Operator, the Operator agrees to pay all costs, expenses, and reasonable attorney's fees, incurred in the collection of any rates, fees, charges, or assessments due hereunder or in the enforcement by Authority of any of the terms, covenants, and conditions hereof.

ARTICLE 27
ENTIRE AGREEMENT

This Agreement has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements made with respect to such subject matter, whether oral or written, are merged herein. No extrinsic evidence whatsoever, including prior drafts hereof and changes therefrom, may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. The Parties intend that this Agreement shall be the final expression of their understanding and agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive.

ARTICLE 25
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument of agreement.

(Continued on next page).

IN WITNESS WHEREOF, the Parties have executed this Permit Agreement on the day, and year first written above.

Approved to Form and Legal Sufficiency
SARASOTAMANATEE AIRPORT AUTHORITY

SARASOTA MANATEE AIRPORT AUTHORITY
an Independent Special District of the
State of Florida

Signature

Name

Title

Date

Witness for OPERATOR, INC.

Signature

Name

Title

Date

Signature

Paul L. Hoback, Jr._____
Name

President, CEO_____
Title

Date

OPERATOR_____

Signature

Name

Title

Date

EXHIBIT A
GROUND TRANSPORTATION RULES AND REGULATIONS



SARASOTA
BRADENTON
INTERNATIONAL

EXHIBIT A

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 than 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 8 1/2" 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.



APPLICATION FOR GROUND TRANSPORTATION PERMIT

DATE:

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

[illegible]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Name of Insurance Company. # Street Address City, State, Zip Code	CONTACT NAME: Insurance Company Telephone: 1111111111 Email: 1111111111 No: Fax
INSURED Your Company Name # Street Address City, State, Zip Code	INSURER(S) AFFORDING COVERAGE
	INSURER A: (Name) INSURANCE COMPANY
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
NAIC#	
#####	

SAMPLE COPY

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	START DATE	END DATE	LIMITS
	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLICABLE ☒ POLICY ☐ PROJECT ☐ DLOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☒ ANY/AUTO OWNED ☐ SCHEDULED ☐ AUTOS ONLY ☐ AUTOS NON-OWNED ☐ HIRED ☐ AUTOS ONLY	☒	☐	#####	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE OED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☒ E.L. EACH ACCIDENT \$ ☐ E.L. DISEASE - EA EMPLOYEE \$ ☐ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 SARASOTA MANATEE AIRPORT AUTHORITY, ITS GOVERNING MEMBERS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES WHERE REQUIRED BY WRITTEN CONTRACT - We also require 30 days notice of cancellation of policy before expiration date.

CERTIFICATE HOLDER

CANCELLATION

The Sarasota Manatee Airport Authority 6000 Airport Circle Sarasota, FL 34234	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT B
VEHICLE STAGING AREAS

EXHIBIT B
VEHICLE STAGING AREAS

