



**SARASOTA
BRADENTON
INTERNATIONAL**

GROUND TRANSPORTATION PERMIT

Operator

Authority

SARASOTA MANATEE AIRPORT AUTHORITY

Date of Execution: _____

Initial Term: _____

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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

OPERATOR:

By: _____

By: _____

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

Printed Name: _____

Title: President, Chief Executive Officer

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 _____, 2021 by _____ who is personally known to me or has produced _____ as identification.

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