

**2025 COMMERCIAL GROUND TRANSPORTATION PERMIT
AUGUSTA REGIONAL AIRPORT, AUGUSTA, GEORGIA**

This Permit is entered this ____ day of _____ to be effective this _____ day of _____, 2025, by and between Augusta, Georgia a political subdivision of the State of Georgia by and through the Augusta Aviation Commission as operator of the Augusta Regional Airport (hereinafter the "Airport") and _____ a _____ (legal entity) whose address is _____ and who shall hereinafter be referred to as "Permittee."

WHEREAS, the Augusta Aviation Commission desires to make available quality ground transportation to each arriving airline passenger and others who choose to use commercial ground transportation originating at the Airport, which services include both standby and pre-arranged pick-ups; and

WHEREAS, in furtherance of said quality goal, Permittee acknowledges that Permittee's vehicles subject to this Permit shall meet or exceed all standards for safety, cleanliness, and reliability set forth by federal law, the laws of the State of Georgia, local ordinances now or hereafter adopted by the Augusta, Georgia Commission, and any and all rules adopted by the Executive Director or the Augusta Aviation Commission; and,

WHEREAS, Permittee desires to provide services at the Airport under the rules, guidelines, and all applicable laws set forth herein or may come into effect during the term of this Permit.

NOW THEREFORE, in consideration of the above recitals, the monies to be paid, the obligations provided herein to be undertaken, and the business opportunity to occupy the Airport commercial ground transportation stand and offer commercial ground transportation service at the Airport, the Parties agree as follows:

1. PURPOSE:

The purpose of this Permit is to ensure that the Airport's commercial ground transportation operations provide a high level of customer transport and services that are representative of a world class airport and to make effective and efficient use of the Airport's Commercial Ground Transportation Lot and its roadways.

2. APPLICABILITY:

Permittee acknowledges and agrees that an authorization to standby, pick-up, and/or accept fares at the Airport is in the nature of this Special Permit for which obligations are imposed upon it with respect to its personnel and any vehicle which Permittee may use on the Airport Premises pursuant to this Permit that are in addition to those requirements established by the State of Georgia, the Georgia Department of Public Safety Commercial Motor Vehicle Traffic Codes and Safety

Rules, the Augusta, Georgia License and Business Regulations, Chapter 7, Article 2, Taxicabs and Article 3, Limousine Service (Augusta Code §§ 6-7-7 et. seq.), the Rules Governing Use of Augusta Regional Airport, particularly Section 6.3.14, Insurance Requirements and Section 8, Ground Transportation Services, in their entirety, as they currently exist or may be amended during the term of this Permit.

3. DEFINITIONS:

- a. "Airport" means the Augusta Regional Airport.
- b. "Automated Vehicle Identification" tag or AVI tag means a tag that is registered to a vehicle through a parking management access control system that allows and tracks the vehicle entry into a designated parking area.
- c. "Commercial" as used herein means any activity undertaken for a profit.
- d. "Commercial Ground Transportation" means the carriage of passengers for hire in a motor vehicle including taxicabs, limousines, shuttles, and buses.
- e. "Commercial Ground Transportation Assembly area" means all authorized queuing, loading, and holding areas as designated by the Executive Director.
- f. "Commercial Ground Transportation Vehicle" means any vehicle used for the carriage of passengers or baggage or property for hire.
- g. "Courtesy Vehicle" means any vehicle used by a business for the transportation of its patrons or guests to and from its place of business to and from the Airport, such as a hotel or golf course.
- h. "Driver" means the person driving the commercial ground transportation vehicle.
- i. "Executive Director" means the person appointed or hired to run the day-to-day activities of the Airport.
- j. "For Hire Transportation" means any vehicle that is used to transport one or more passengers for profit whether pre-arranged, on-demand, or scheduled.
- k. "Limousine" means an automobile, licensed as such by the State of Georgia, with a driver paid on a time basis, not distance covered. It shall not mean a vehicle used as a taxi, bus, or sightseeing tour service. Vans and buses may not be used for limousine service.

- l. “Permit” means the agreement between the Airport and the Permittee for the purpose of providing service to the traveling public.
- m. “Permittee” means any commercial ground transportation company providing for-hire passenger transportation services at the Airport.
- n. “Prearranged Pick-Up” means a commercial ground transportation service that has been scheduled in advance by a passenger.
- o. “Shuttle” means any type of motor vehicle used to transport passengers and/or baggage to and from the Airport for a predetermined rate to a predetermined location. Such motor vehicle may be hired on either a shared ride or a single passenger basis.
- p. “Taxi” or “Taxicab” means a passenger type vehicle, having seating capacity of eight passengers or less, equipped with a taximeter, operated under certificate and licensed as a taxicab as required by the state of Georgia, Augusta, Georgia and the Airport, which carries passengers for hire only at lawful rates of fare recorded and indicated on a taximeter or rates of fare otherwise authorized by the City.
- q. “Taximeter” means a measuring device that mechanically or electronically computes a fare based upon the distance traveled.
- r. “Terminal Areas” means the roadways, parking lots, holding/loading areas, loading area, and sidewalks servicing the arrival and departure areas of the Airport terminals.
- s. “Transportation Network Company or TNC” (See also “Rideshare Network Company”) means a business that connects its drivers, using their personal vehicles, and passengers through the use of a smartphone application for the purpose of transportation for hire.
- t. “Rideshare Network Company” (*See also* “Transportation Network Company” or “TNC”) means a business that connects its drivers, using their personal vehicles, and passengers through the use of a smartphone application for the purpose of transportation for hire.

4. GENERAL PROVISIONS:

- a. **Applicability of Regulations.** Permittee, its drivers, employees, agents, owners, or operators of a vehicle providing ground transportation services as defined herein, shall only be allowed to operate such vehicles for hire on the Airport’s property pursuant to a valid Permit issued by the Airport. All such vehicle operations shall be in full compliance with all Airport Rules

and Regulations and applicable federal, state, and local laws and ordinances, as set forth herein, or as may be adopted in the future.

- b. Each vehicle operated at the Airport shall be required to display a valid AVI tag issued by the Airport for the type of transportation service authorized. Only one (1) AVI tag will be issued per vehicle.
- c. **Application.** Permittee's completed application to conduct commercial ground transportation service for hire at the Airport is attached hereto as Exhibit A.
- d. By execution of this Permit, Permittee confirms that it has provided all required submittals and shall comply with all requirements set forth herein and as required by Augusta ordinance(s), Airport Rules and Regulations, and all applicable state and federal laws.
- e. Permittee shall ensure that all agents, drivers, employees, and/or vehicle operators comply with the Airport's Standard Operating Procedures, applicable Georgia laws, the Georgia Department of Public Safety Commercial Motor Vehicle Traffic Codes and Safety Rules, Augusta, Georgia Taxicab Regulation Ordinances, Chapter 7, Article 2, Taxicabs (Augusta Code §§ 6-7-7 et. seq., as amended), and the Rules Governing Use of Augusta Regional Airport. A copy of the Airport's Rules and Regulations may be obtained in the office of the Executive Director or on the Airport's website.
- f. A permit shall not be issued to any person or legal entity not meeting all of the federal, state, local, or Airport requirements.

5. TERM:

The term of this Permit shall commence upon execution by the Parties and shall terminate on April 30, 2026

6. APPLICATION PROCEDURE:

- a. Permittee may purchase new permits by filing an application with the Airport between 9:00 a.m. and 4:30 p.m. (weekends and holidays excluded). Submission of an application does not guarantee approval for a permit. The fee paid entitles the Permittee to one (1) AVI tag per vehicle for usage of the Commercial Ground Transportation Lot. Permittee shall not be allowed to submit a renewal application until any and all outstanding fees have been paid. A history of failure to meet financial obligations to the Airport may disqualify Permittee. Such disqualification shall be made at the sole discretion of the Executive Director or his designee.

- b. Submission of an application does not guarantee approval for a permit. The fee for AVI tags shall be due upon execution of the Permit. The remainder of the Permit fee shall be paid as described in Section 7.
- c. All applicants acknowledge that the Permits provided shall expire on April 30, 2026 at which time a new application must be submitted.

7. **FEES:**

- a. The annual permit fee to provide service at the Airport shall be twenty-five dollars (\$25.00) per AVI tag (per vehicle) and two dollars (\$2) per access. The fee for the AVI tags shall be due upon execution of the Permit. The \$2 per access fee will be invoiced monthly based on the previous month's recorded AVI activity. Invoice payment terms are Net thirty (30) days.
- b. If Permittee's account balance becomes past due, all AVI tags will be deactivated. Late payments occurring in two consecutive months will result in the permanent revocation of the Permit. A company having a permanently revoked permit for any reason will be automatically disqualified from entering into future permit agreements with the Airport for a period of not less than one (1) year.
- c. No fees paid hereunder shall be refunded. AVI tags shall not transferred from one company to another. AVI tags shall not be tampered with in any manner nor transferred from one vehicle to another. A replacement fee of fifty dollars (\$50.00) must be paid upon the approval of the Executive Director or his designee should the AVI tag need to be replaced. Fees described herein are in addition to the aforementioned fees.
- d. Fees shall be paid by company/cashier's check, money order, credit card, or cash. Checks and Money Orders should be made payable to the Augusta Regional Airport and delivered to the Airport Administration Office, 1501 Aviation Way, Augusta, Georgia 30906. Payments shall only be accepted from the Permittee Owner(s) or Manager(s) listed herein; at no time shall payments be accepted from any individual driver, or other employee, or agent. There shall be a thirty dollar (\$30.00) returned check/insufficient funds fee and an alternate method of payment shall be required of the Permittee thereafter.
- e. Failure to pay all applicable fees shall cause this Permit to be revoked.
- f. Any changes or additions to vehicles or drivers shall be made when payments are made. Exceptions will only be granted in extenuating circumstances that are beyond Permittee's control as approved on a case-by-case basis by the Executive Director or his designee.

- g. There shall be a fine of twenty-five dollars (\$25.00) for each occurrence in which a vehicle is caught picking up passengers outside of the designated area. This fine will be included on the monthly invoice.

8. SERVICES TO BE PROVIDED BY PERMITTEE:

- a. The Permittee shall provide ground transportation service in a fair, reasonable, and non-discriminatory manner.
- b. The Permittee shall operate its vehicles in a safe, clean, and orderly manner at all times, and in compliance with the Georgia Department of Public Safety Commercial Motor Vehicle Traffic Codes and Safety Rules, the Augusta, Georgia License and Business Regulations, Chapter 7, Article 2, Taxicabs and Article 3, Limousine Service (Augusta Code §§ 6-7-7 et. seq., as amended), and the Rules Governing Use of Augusta Regional Airport, Section 8, Ground Transportation Services.
- c. Permittee shall maintain the necessary state licenses and permits for the operation of its vehicles at all times. The loss or suspension of any license or permit shall be reported immediately.
- d. Permittee shall only charge one (1) fee per destination in adherence with Augusta, Georgia Ordinance § 6-7-33. Fares should be charged at the rates established by Augusta, Georgia and/or the set rates established by the Airport and set forth on the vehicle rate card. There shall be no hidden fees.
- e. Permittee shall be responsible for immediately returning AVI tags to the Airport for vehicles no longer in service.
- f. As applicable, Permittee shall post a rate card in each vehicle.
- g. As applicable, Permittee shall provide receipts to each passenger upon request.

9. PERMITTEE PRIVILEGES; USE OF COMMERCIAL GROUND TRANSPORTATION ASSEMBLY AND STAGING AREAS:

Provided Permittee satisfies the conditions referred to herein, the Airport grants Permittee the non-exclusive privilege for its authorized vehicles to occupy the areas designated by Executive Director for such service.

- a. Permittee and other entities holding a ground transportation permit who desire to "standby" for a fare originating at said Airport shall line up in the appropriate lane of the Commercial Ground Transportation Assembly Area. Non-prearranged vehicles shall be set up in a first-in/first-out order by the

time of arrival of the vehicle at the Commercial ground transportation Assembly Area in the appropriate lane. At no time shall any commercial ground transportation vehicles block or obstruct the entrance to any gate, parking space or area, or roadway. Should Permittee choose to park in the public parking lot, it shall do so at its own expense at the current rate charged by the parking lot operator. Any and all disputes of lineup priority or lineup order shall be decided by the Executive Director or his designee whose decision shall be final.

- b. Permittee is not entitled to any exclusive use parking at the Airport. Permittee is authorized to use parking space at the designated area as assigned by the Executive Director for staging. Such staging area parking spaces may be relocated from time to time at the Executive Director's sole discretion. Permittee must pick-up passengers in the designated area. If Permittee is caught picking-up passengers outside of the designated area, the Permittee will be required to pay a fine of twenty-five dollars (\$25.00).
- c. Permittee, its agents, operators, and employees shall have limited rights of ingress and egress to the Terminal area and the associated roadways and public areas only as necessary to access the stand/lineup and staging areas.
- d. The Airport shall designate vehicle parking areas on a non-exclusive basis for taxi, limousine, courtesy, TNC, shuttle, and other vehicles. Permittee's agents, operators, and employees may park no more than the authorized number of vehicles per Permit in the designated area.
- e. Permittee's agents, operators, and employees shall remain within five (5) feet of their assigned vehicles at all times and shall not sit on the exterior of the vehicle. Loitering in and around the Terminal and curb is strictly prohibited except as provided by the Executive Director during periods of inclement or extreme weather conditions. When allowed to sit inside Terminal:
 - 1. Drivers may only sit and wait in the Terminal during periods of time when commercial flights are not off-loading. When passengers are off-loading, drivers should be in their vehicles ready to accept passengers.
 - 2. Drivers may sit in the row of seats by the baggage claim exit door so that they can keep an eye on the taxi line at all times in case a customer approaches from the front of the Terminal. Any waiting customers in the Terminal will have first right to the seating area(s).
 - 3. Drivers may not engage in loud, boisterous conversations. Any unprofessional conduct will not be tolerated.
 - 4. Laptops, iPad, iPod, or similar electronic devices are strictly prohibited.
 - 5. Cell phone conversations shall be conducted outside.

- f. Permittee's agents, operators, and employees shall not eat, drink, or smoke inside of their vehicle while providing services to Airport patrons. Smoking inside of the vehicle is strictly prohibited at all times.
- g. Permittee's agents, operators, and employees shall ensure that the Commercial Ground Transportation assembly area is clean and presentable at all times. All litter, including cigarette butts, shall be disposed of properly. Failure to do so may result in the revocation of the AVI tags and/or this Permit.
- h. Permittee's agents, operators, and employees shall not solicit passengers. Permittee's having pre-arranged pick-ups may conduct silent paging via holding a paper or digital sign no larger than 8.5 inches by 11 inches with the passenger's name printed legibly on it.
- i. With the exception of pre-arranged pick-ups, Permittee's agents, operators, and employees parked in the designated area are considered in service and available for hire at all times while parked to accommodate any passenger to any destination requested.
- j. Passengers may be unloaded in areas designated for use by the general public. Passengers must be immediately unloaded, and the vehicle immediately removed from the area. Waiting, loitering, and cruising the curb for fares is strictly prohibited.
- k. Passengers shall be transported from the Airport to their final destination in the same vehicle. In the extremely rare case of a mechanical issue or emergency, the passengers may be transferred to another permitted vehicle. The Executive Director or his designee must be notified immediately if this occurs.

10. AIRPORT DECAL (AVI TAG) REQUIREMENTS:

- a. Vehicle AVI tags will be issued only after the Permit has been approved and executed by the Permittee and the Airport and Certificates of Insurance have been submitted to and approved by the Airport. The AVI tags will be issued by Airport Administration. AVI tags expire with the terms of this Permit.
- b. Permittee shall display upon the vehicle registered under authority of this Permit, a valid AVI tag affixed to the vehicle's top left corner of the windshield (driver's side).
- c. Vehicle AVI tags are non-transferable.

- d. AVI tags from vehicles no longer in service shall be returned to the Airport.

11. TERMINATION/ REVOCATION OR SUSPENSION OF PERMIT:

The Airport has the right to terminate this Permit immediately with or without notice for failure to comply with local, state, or federal laws, and/or the Rules and Regulations established by the Airport or the Executive Director of the Airport as may be amended from time to time by the Augusta Aviation Commission or upon failure to comply with the terms and conditions of this Permit. In such instances where the Permittee is provided with written notice of such failure to perform any of the terms, covenants, and conditions of this Permit, the Permittee shall have five (5) business days to correct any such violation or failure, unless a shorter time period is provided in such notice. This Permit may be revoked if the following occurs:

- a. Failure to pay the required fee in the manner prescribed in this Permit;
- b. Permittee's activities constituting a material breach of this Permit;
- c. Failure to comply with the approved schedule of operations submitted by the Permittee;
- d. Repeated violations of state law, the Airport's policies, Augusta's ordinances, laws and/or regulations shall subject the Permittee to suspension or forfeiture of the operating Permit at the sole discretion of the Executive Director. Permittee will have the right to appeal any such suspension or revocation to the Augusta Aviation Commission, whose decision shall be final;
- e. The occurrence of any acts that operates to deprive Permittee of the rights, power, and authorization necessary in connection with the furnishing of the services contemplated hereunder;
- f. The abandonment or discontinuance of the operation of services by the Permittee or any subcontractor with respect to any service authorized by this Permit;
- g. The failure of the Permittee to keep and perform any of the terms and/or covenants and conditions of this Permit;
- h. Permittee has engaged in any other acts deemed inappropriate by the Executive Director or designee;
- i. Termination of the Agreement for Default. Failure of the Permittee, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. The Airport may terminate this contract in part or in whole upon written notice to the Permittee pursuant to this term.
- j. The Airport may terminate this contract in part or in whole upon written notice to the Permittee. The Permittee shall be paid for any validated services under this Contract up to the time of termination.
- k. Failure to maintain licensing and/or insurance requirements; and/or,
- l. Failure of Permittee's employees and drivers to comply with the terms of this Permit.

Temporary suspension or delay of performance of contract. To the extent that it does not alter the scope of this agreement, the Airport may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Permittee under this agreement.

12. HOURS OF OPERATION:

- a. Permittee acknowledges and agrees that the Airport has an interest in making available to the traveling public ground transportation on each day the Airport is in operation, commencing with the first regularly scheduled daily arriving flight and ending with the last daily arrival.
- b. The Permittee shall submit to the Executive Director or his designee its intended schedule of availability at the Airport. This schedule may be changed in accordance with the demands of air travelers and the public. The schedule submitted by Permittee and any changes thereafter submitted must be approved in advance by the Executive Director. The Permittee is subject to callouts by Aviation Services (general aviation terminal) at any time through the Permittee's dispatch telephone number.
- c. Failure to cooperate with the Executive Director in documenting Permittee's presence at the appropriate parking or stand by area at the Airport is acknowledged to be a material breach of this Permit that may result in the revocation of this Permit, at the sole discretion of the Executive Director or his designee.
- d. Changes In Operations. Any changes in the information submitted in the application process shall be submitted to the Airport and approved by the Executive Director prior to implementation. Failure to do so shall subject the Permittee to revocation of AVI tags and/or this Permit.
- e. Specified excuses for delay or non-performance. Permittee is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted..

13. MANAGER:

Permittee may designate a manager of its operations who shall be directly responsible for the conduct of the commercial ground transportation services at the Airport. Any issues that arise during the term of this Permit shall be reported to the Airport by the Manager or Permittee and not the individual drivers. Business with Airport Administration shall be conducted by appointment only.

Manager: _____

Telephone: _____

Email: _____

14. OPERATIONAL REQUIREMENTS:

Permittee shall comply with all operational requirements established by the Airport, including, but not limited to the following:

a. OPERATING REQUIREMENTS FOR DRIVERS:

1. Conduct and Appearance of Drivers/Employees. Permittee's employees shall be clean, courteous, efficient, and neat in appearance as required by the Airport Rules and Regulations. It shall be the duty of the Permittee to maintain close supervision over its drivers, employees, and/or agents to ensure the maintenance of a high standard of service to the public. The performance of this duty shall be determined by the Airport, and the Permittee agrees to take remedial action against its drivers, employees, and/or agents whose conduct or provision of services the Airport determines to be in violation of the obligations set forth in this Agreement.
2. Vehicle drivers/operators shall be appropriately groomed and dressed in a clean and neat manner at all times. Drivers must wear shirts and dress pants or jeans, or knee-length shorts. Uniform shirts bearing the company logo and pants/knee-length shorts are strongly encouraged in order to maintain a consistent professional level of appearance among the various commercial ground transportation service providers. Sweatpants/sweatsuits, cut-off shorts, graphic t-shirts, halter tops, sandals, spurs, flip-flops, and see-thru, ripped, torn, or excessively abbreviated or revealing clothing of any nature are examples of inappropriate attire. The Executive Director or his designee shall have final determination as to whether the operator is appropriately groomed or dressed. Drivers/operators deemed to be in violation of this provision will be required to immediately vacate the Airport premises.
3. No driver of a vehicle shall use indecent or profane language or be guilty of loud, boisterous talk, shouting, or disorderly conduct in the presence of passengers and the general public.
4. No driver shall consume nor be under the influence of narcotics, alcohol, intoxicants, or any other medications or substances that are illegal and/or impair one's driving ability, at any time while at the Airport or while providing transportation services to Airport patrons.
5. No driver shall permit any person to accompany or use the vehicles for the purpose of prostitution, lewdness, assignation, or to direct, take or transport, or to offer or agree to direct, take or transport passengers for such purpose.
6. All vehicles shall have a clean and clear trunk for the storage of customer luggage.
7. Upon entering the Commercial Ground Transportation Assembly Area drivers must take his/her place in the first available lane and remain in that lane until dispatched.

8. Drivers are not allowed to enter the Commercial Ground Transportation Assembly Area while using a cell phone or to use a cell phone while a passenger is in the vehicle.
9. Drivers shall not park their vehicles along the Airport roadways while waiting to enter the Commercial Ground Transportation Assembly Area unless directed to do so by Airport personnel. When directed the driver must leave the area to avoid creating roadway congestion. Drivers are not allowed to park on the roadway at any time. Drivers must circle away and return when the lot has vacancies. Drivers parking on the roadway will be subject to traffic citations.
10. Commercial Ground Transportation vehicles must go to the designated assembly area. There shall be no commercial ground transportation pick-ups along the front curb of the Terminal. Drivers caught picking up passengers outside of the designated area will be fined twenty-five dollars (\$25.00) per occurrence. Passengers shall be dropped-off at the curb; however, the driver should not exit the vehicle except to assist the passenger in retrieving luggage. The driver must leave the curb as soon as the passenger departs. There shall be no lingering and soliciting. Under no circumstance shall a commercial ground transportation vehicle be left unattended at the curb. Unattended vehicles are subject to citation, towing, and revocation of the permit.
11. All drivers shall accept debit cards, credit cards and airline vouchers without exception. A surcharge shall not be added to the rates of passengers who elect to pay their fare by credit or debit card. Vouchers may not be sold or misused in any manner as to take advantage of the passenger, airline, Airport, or other commercial ground transportation operator.
12. All drivers shall follow the instructions of the Airport's officers, sheriffs, marshals, representatives, and representatives from the Augusta, Georgia Licensing and Inspections Department.
13. No driver shall operate a commercial ground transportation vehicle above ten (10) miles per hour in the Commercial Ground Transportation Assembly Area and shall obey the posted speed limit signs on the Airport's roadways and yield to pedestrians in crosswalks.
14. No driver shall refuse a trip based solely on the length of the trip. Any driver that violates this policy will be suspended from the Airport. The Executive Director or his designee is authorized to order a driver to leave the Airport for refusing a trip.
15. No driver will refuse to accept a passenger solely on the basis of age, race, color, national origin, religious beliefs, gender, or sexual orientation. Any driver found in violation of this requirement shall be permanently barred from operating at the Airport. Drivers may refuse to accept a passenger who is obviously dangerous, uses abusive language, or is intoxicated. If the driver believes a passenger to be dangerous or intoxicated or has used abusive language, he or she shall report the same

to the Airport or Marshal's Department. The driver shall not lose his/her place in the line-up.

16. All Drivers for hire must accept local trips, as defined by trips that are within a five (5) mile radius of the Airport.
17. No driver shall solicit business at the Airport or conduct any other type of business at the Airport while on duty.
18. Drivers shall not be allowed to gamble or play games of any type on the Airport premises.
19. Drivers shall not engage in boisterous conversations, profanity, or fighting at the Airport.
20. Littering in the Commercial Ground Transportation Assembly Area or building is prohibited.
21. No pictures, advertisements, or solicitation flyers may be posted on the Airport premises by any commercial ground transportation driver or company.
22. Drivers are to remain alert at all times. No driver may use the vehicle for sleeping or gathering of persons other than passengers on any portion of the Airport property.
23. Any violation of the rules and regulations may result in disciplinary action. In an effort to follow consistent disciplinary actions for non-compliance, the Airport uses the following progressive disciplinary process as a guideline:

First Offense: Written Warning with 24-hour suspension

Second Offense: 5-day suspension

Third Offense: Permanent suspension

The disciplinary steps above is only a guideline. The type of disciplinary action taken will depend on the situation and circumstances surrounding the violation.

b. Operating conditions of commercial ground transportation vehicles.

1. Vehicles shall be maintained in a safe, clean and operable condition at all times in compliance with O.C.G.A. § 40-8-7. The use of vehicles that have been damaged and in need of repair is strictly prohibited.
2. Vehicles leaking any fluids such as oil, anti-freeze, and brake fluid, shall leave the commercial ground transportation assembly area immediately and not return until documentation of repairs is presented to Executive Director or his designee.
3. Permittee shall comply with the vehicle safety standards established by O.C.G.A. § 40-8-7.
4. All vehicles must comply with the regulations established by the State of Georgia, the Richmond County Sheriff's Office, and the Augusta Licensing and Inspection Department regarding the

operations of commercial ground transportation vehicles within Augusta, Georgia.

5. All commercial ground transportation vehicles shall be clean and ready for service. In the event that the vehicle is not clean, the driver will be denied access into the Commercial ground transportation Assembly Area or the driver will be instructed to leave the lot and return upon cleaning the vehicle.
6. All commercial ground transportation vehicles shall be free from bodily damage. Vehicles with bodily damage shall not be allowed to pick up customers from the Airport.
7. All commercial ground transportation vehicles shall be free from smoke and fumes. Vehicle with smoke and/or fumes will not be allowed to pick up customer from the Airport.
8. All commercial ground transportation vehicles shall have functional air conditioning and heat. Vehicles with inoperable air or heat will not be allowed to pick up customer from the Airport. All drivers must turn-on the heat or air conditioner prior to a customer's entrance into the vehicles.
9. All taxis shall have an identity light and functioning and visible taximeters.
10. Changing a flat tire and charging a dead battery are the only repairs that are permissible by drivers in the Commercial Ground Transportation Assembly Area or the Ground Transportation Center. The Executive Director or his designee must be notified when these repairs are necessary to determine whether the repairs can be completed in the lane or whether the vehicle needs to be towed. If a commercial ground transportation vehicle breaks down for any repairs other than a flat tire or dead battery the Executive Director or his designee will be notified immediately, and Permittee shall make arrangements to tow the vehicle from the area.
11. All commercial ground transportation vehicles shall be subject to inspection by law enforcement officers in compliance with O.C.G.A. § 40-8-7.
12. Unless the driver is in training, there should not be more than one person in the vehicle at any time. If the driver is in training, it will be acceptable to have the driver plus one person from the Permittee's company who is conducting the training in the vehicle. Permittee must notify the Executive Director or his designee prior to conducting training at the Airport and provide the individuals' name receiving and conducting the training and the period of time the training will take place. Any driver having unauthorized riders or occupants in the commercial ground transportation vehicle will be asked to leave the Airport premises immediately. Repeated violations of this Rule shall subject the Permittee to revocation of AVI tags and/or this Permit.

c. SECURITY REQUIREMENTS:

Permittee shall comply with the provisions of the Airport Security Program, Federal Aviation Administration (FAA) Regulations, and Transportation Security Administration (TSA) regulations at all times.

15. COMPLIANCE WITH LAWS:

Permittee shall comply with all rules and regulations of the Airport and laws, regulations, and ordinances of federal, state, and local governments that are applicable to the Permittee's operations under this Permit. The Airport Permit may be revoked by the Airport Executive Director for failure to comply with this Section.

16. TAXES:

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

17. ATTORNEYS' FEES:

In the event any fee hereunder is collected through an attorney or any legal action is brought to enforce any condition of this Permit by the Airport or other agency having authority at the Airport, Permittee agrees to pay the Airport's reasonable attorneys' fees, expenses and court costs.

18. INDEMNITY AND LIABILITY INSURANCE:

- a. Permittee shall indemnify, hold harmless and defend Augusta, Georgia, all members of the Augusta, Georgia Commission, the Augusta Aviation Commission, elected officials, employees, and agents from all liability and loss arising out of Permittee's activities under this Permit.
- b. Permittee shall maintain at all times, at its sole expense, Comprehensive General Liability insurance at a minimum amount of One Million Dollars (\$1,000,000.00) against claims for bodily injury, death, or property damage for each occurrence at the Airport.
- c. Permittee shall require each driver to maintain Automobile Liability insurance in the amount required by the State of Georgia.
- d. Permittee shall furnish to the Airport certificates of insurance confirming that the insurance required hereunder is in full force and effect through the term of this Permit. The certificates shall contain endorsements by the insurers that the Airport shall be given not less than thirty (30) days' notice prior to cancellation or change of coverage. The Augusta Aviation Commission, Augusta, Georgia, and their elected officials, shall be listed upon the certificates as additional insureds. All certificates of insurance shall be delivered to and approved by the

Airport prior to the Permittee's exercise of any rights and privileges provided by this Permit.

19. ASSIGNMENT AND SUBLETTING PROHIBITED:

Permittee shall not assign, encumber, sublet, or otherwise transfer its rights and obligations under this Permit without the prior written authorization from the Airport.

20. NON-DISCRIMINATION:

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

21. REQUIREMENTS OF THE UNITED STATES:

This Permit shall be subject to and subordinate to the provisions of any existing or future agreement between the Airport and the United States or any agency thereof, including, but not limited to, the FAA and/or TSA, relative to the development, operation or maintenance of the Airport. The Airport will, to the extent permitted by law, use its best efforts to cause such Agreements to include provisions protecting and preserving the privileges of Permittee to use the premises. Permittee acknowledges that this Permit may be revoked or suspended at any time by the FAA, TSA, or other federal entity having jurisdiction over the Airport.

22. PROHIBITION AGAINST CONTINGENT FEES:

The Permittee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Permittee for the purpose of securing business and that the Permittee has not received any non-Airport fee related to this Agreement without the prior written consent of the Airport. For breach or violation of this warranty, the Airport shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

23. JURISDICTION & VENUE:

The law of the State of Georgia shall govern this agreement between the Airport and Permittee with regard to its interpretation and performance, and any other

claims related to this agreement. All claims, disputes and other matters in question between the Airport and Permittee arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Permittee, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

24. **FEDERAL WORK AUTHORIZATION:**

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

25. **LOCAL SMALL BUSINESS LANGUAGE:**

In accordance with Chapter 10B of the Augusta, GA. Code, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need

assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

26. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:**

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

27. **NOTICES:**

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

As to Airport:
Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906

With a copy to:
Augusta General Counsel
Augusta Richmond County
Department of Law
535 Telfair Street
Building 3000
Augusta, Georgia 30901

As to PERMITTEE:

IN WITNESS THEREOF, the parties have caused this Permit to be executed by their authorized representatives:

Augusta, Georgia acting by and through
The Augusta Aviation Commission

Ronic West, Chairperson

Attested:

PERMITTEE

(Signature)

By _____ as its _____
(Printed)

WITNESS

(Signature)

(Printed)