



**SARASOTA  
BRADENTON  
INTERNATIONAL**

## **GROUND TRANSPORTATION PERMIT**

**Operator**

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**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	
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## **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**

During the life of the Permit, Operator shall provide, pay for, and maintain with insurance carriers satisfactory to Authority, the types of insurance described herein. All insurance shall be from responsible companies duly eligible to do business in the State of Florida. All liability policies of the Operator under this Permit shall also provide the Severability of Interest Provision. The insurance coverages and limits required shall be evidenced by properly executed certificates of insurance. The certificate shall be signed by the authorized representative of the insurance company shown in the certificate with proof that he/she is an authorized representative thereof. The required policies of insurance shall be performable in Sarasota and Manatee Counties, Florida and shall be construed in accordance with the laws of the State of Florida.

Thirty (30) days' prior written notice by registered or certified mail shall be given Authority of any cancellation, intent not to renew, or reduction in the policies' coverages except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, Operator shall take immediate steps to have it reinstated. If at any time Authority requests a written statement from the insurance company as to any impairments to the aggregate limit, Operator shall promptly authorize and have delivered such statement to Authority. Operator shall make up any impairment when known to it. Operator authorizes Authority and its insurance consultant to confirm all information furnished the Authority, as to its compliance with its insurance requirements, with Operator's insurance agents, brokers, and insurance carriers. All insurance coverages of Operator shall be primary to any insurance or self-insurance program carried by Authority for this Permit.

The acceptance of delivery to Authority of any certificate of insurance evidencing the insurance coverages and limits required does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the Permit's insurance requirements.

The certificate of insurance evidencing compliance with the insurance requirements outlined therein must be filed with and approved by Authority prior to any activity being performed at Sarasota Bradenton International Airport by Operator.

The insurance coverages and limits required of Operator are designed to meet the minimum requirements of Authority. They are not designed as a recommended insurance program for Operator. Operator alone shall be responsible for the sufficiency of its own insurance program.

If any general liability insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Permit and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (tail coverage) shall be unlimited.

All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. Thirty (30) days' advance written notice of cancellation, intent not to renew any policy or any change that will reduce the insurance coverages required except for the application of the aggregate limits provisions shall be given to:

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

Renewal certificates of insurance shall be provided to the Authority a minimum of ten (10) days prior to expiration of current coverages so that there shall be no interruption in the operations of Operator due to lack of proof of insurance coverages required of Operator in this Permit.

Operator shall, at its expense, and at all times during the term of this Agreement, obtain and secure the following minimum insurance coverages and limits:

1. Automobile Liability insurance in an amount not less than:  
Taxicabs: \$125,000 bodily injury per person,  
\$300,000 bodily injury per occurrence,  
\$50,000 per accident for property damage.  
Other Commercial Vehicles:  
\$500,000 Combined Single Limit – less than 6 passengers  
\$1,000,000 Combined Single Limit – 6 or more passengers
2. Workers' Compensation insurance in accordance with the statutes and regulations of the State of Florida, including Employers' Liability.

The Sarasota Manatee Airport Authority shall be named as additional insured on all insurance policies as required above.

Authority specifically reserves the right at its sole discretion to review the type(s) and limit(s) of insurance coverage(s) and to require modification of the type(s) and limit(s) of coverage(s) to be maintained by Operator throughout the term of this Permit. Failure by Operator to maintain the Authority required coverages shall constitute default and Authority may terminate this Permit and Operator's rights, privileges, and obligations thereunder upon five (5) day's notice in accordance with Article 8 hereof.

**ARTICLE 7**  
**Indemnification**

Operator agrees to protect, defend, reimburse, indemnify and hold Authority, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from Authority by reason of any damage to property or the environment, including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the EPA to be environmental contaminants at the time this Permit is executed or as may be redefined by the appropriate regulatory agencies in the future or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Operator's performance under this Permit, Operator's use of the Airport, Operator's acts, omissions or operations hereunder or the performance, nonperformance or purported performance of Operator or any breach of the terms of this Permit. Operator recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Permit. Compliance with the insurance requirements as attached hereto shall not relieve Operator of its liability or obligation to indemnify Authority as set forth in this Article.

**ARTICLE 8**  
**Default and Termination Rights of the Authority**

Authority shall **also** have the right upon five (5) day's 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](http://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 premises 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 upon 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.

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

**AUTHORITY:**  
SARASOTA MANATEE AIRPORT AUTHORITY

By: \_\_\_\_\_  
Printed Name: Fredrick J. Piccolo, A.A.E.  
Title: President, Chief Executive Officer

**OPERATOR:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name:  
Title:

**OPERATOR:**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ . The aforementioned person is personally known to me, or has produced \_\_\_\_\_ as identification.

Signature of Notary: \_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: