

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
WASHINGTON DULLES INTERNATIONAL AIRPORT AND
RONALD REAGAN WASHINGTON NATIONAL AIRPORT
LIMOUSINE TRANSPORTATION SERVICES
PERMIT NO. MWAA-GT-15-

This Permit is granted to **LIMO NAME** (“Permit Holder”) pursuant to the provisions of Part 5 of the Metropolitan Washington Airports Regulations (“MWAR”). The Permit extends to the Permit Holder the privilege of accessing Washington Dulles International Airport and Ronald Reagan Washington National Airport and the Airports’ facilities solely for the purpose of conducting its Limousine Service on the Airports in accordance with Part 5 of the MWAR and the provisions of this Permit.

SECTION 1 - DEFINITIONS

Unless it appears from the context that a different meaning is intended, the following words and phrases, when used in this Permit, shall have the meanings given in this Section 1. These same words and phrases are defined in the MWAR but, in some cases the definitions provided in this Section differ from those given in the MWAR and, for purposes of the Permit, shall govern.

Access Fee: A fee: (a) charged to the Permit Holder in return for the privilege, which is conveyed by this Permit, to access the Airports and to use the Airports’ facilities in order for the Permit Holder to provide Limousine Service on the Airports; and (b) calculated on the basis of the occasions a Limousine Driver operating under this Permit enters a Terminal Roadway identified in this Permit in order to drop off or pick up one or more passengers or for any other reasons set out in this Permit.

Airport: Washington Dulles International Airport or Ronald Reagan Washington National Airport.

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Airport Managers: The managers of the Airports and any individuals the managers have designated to perform a task, responsibility, or function which this Permit assigns to the Airport Managers.

Authority: The Metropolitan Washington Airports Authority, including any officer or employee of the Authority while acting within the scope of his or her duties.

Automated Vehicle Identification System (AVI System): The electronic system owned by the Authority to track Vehicles within the Airports and assess Access Fees for the use of designated facilities on the Airports.

Automated Vehicle Identification Tag (AVI Tag): A device issued by the Authority to each Vehicle operating under this Permit to track Vehicles within the Airports by the AVI System and assess Access Fees for the use of designated facilities on the Airports.

Designated Waiting Area: One or more specific areas or facilities on an Airport which have been identified in this Permit where Limousine Drivers operating under this permit may park their Vehicles while waiting to arrange a Pre-Arranged Pick-Up Trip with one or more passengers located on the Airport.

Drop-Off Area: One or more specific areas on the Airports which have been designated in this Permit for the drop-off of passengers by persons providing Limousine Service operating under this Permit.

Dulles Airport: Washington Dulles International Airport.

Government or Governmental Authority: The government of the United States, the Commonwealth of Virginia, the State of Maryland and any other state, and the District of Columbia; any department or agency of any such government; and any county, city, commission, authority or other political subdivision of the Commonwealth of Virginia, the State of Maryland or any other state, or of the District of Columbia.

Governmental Authorization: A license, certificate, permit or other form of authorization issued by a Governmental Authority providing operating authority to or otherwise authorizing: (a) a Limousine to provide Limousine Service within the jurisdiction of the Governmental Authority; or (b) a Limousine Driver to operate a Vehicle in the provision of Limousine Service within the jurisdiction of the Governmental Authority.

Limousine Driver: An individual authorized by a Permit Holder to use the individual's vehicle, or a vehicle owned or leased by the Permit Holder, having a seating capacity of not more than eight (8), including the driver, to provide Limousine Pre-Arranged Trips. A Limousine Driver is considered to be associated with the Permit Holder which has provided such authorization to the driver.

Limousine Permit Holder (Permit Holder): The limousine company or individual to which this Permit has been issued by an Airport Manager.

Limousine Pre-Arranged Drop-Off Trip (Pre-Arranged Drop-Off Trip): The transportation by a Limousine Driver, for compensation, of an individual from a location outside an Airport or on an Airport to a location on the Airport, which transportation is pre-arranged before the passenger is picked up by the driver and culminates in the passenger's drop-off at an Airport.

Limousine Pre-Arranged Pick-Up Trip (Pre-Arranged Pick-Up Trip): The transportation by a Limousine Driver, for compensation, of an individual from a location on an Airport to a location outside the Airport or to another location on the Airport, which transportation is arranged in advance of the actual transportation either: (a) before the Limousine Driver enters an Airport

for the purpose of picking up the passenger; or (b) when the Limousine Driver is located in a Designated Waiting Area identified in this Permit.

Limousine Pre-Arranged Trip (Pre-Arranged Trip): A Limousine Pre-Arranged Drop-Off Trip or Limousine Pre-Arranged Pick-Up Trip.

Limousine Service: The provision of a Commercial Ground Transportation Service (as defined in Part 5 of the MWAR) consisting of the transportation of individuals, for compensation, to or from or within, an Airport in a motor vehicle having a capacity of up to eight (8) individuals (including the driver) which is not a Taxicab, (as defined in Section 5.43 of the MWAR) or a Transportation Network Company Vehicle (as defined in Section 5.33 of the MWAR), pursuant to a contract or other arrangement which is made between the provider and the passenger or passengers prior to the transportation and which establishes the compensation to be paid for the transportation. The term includes without limitation service provided in a vehicle having a capacity of up to eight (8) individuals by persons which are a “contract passenger carrier”, as defined in the laws of the Commonwealth of Virginia, by persons operating a “limousine” or “sedan” within the category of “public vehicles-for-hire”, as defined in the laws of the District of Columbia, or by persons operating a “limousine” or “sedan” within the category of “passenger-for-hire-service”, as defined in the laws of the State of Maryland.

Other Limousine Service: The transportation of individuals to and from locations entirely outside an Airport in a motor vehicle which is not a Taxicab (as defined in Section 5.43 of the MWAR) or a TNC Vehicle (as defined in Section 5.33 of the MWAR) and which is typically characterized as a “limousine” or “executive sedan,” pursuant to a contract or other arrangement which is made between the provider and the passenger or passengers prior to the transportation and which establishes the compensation to be paid for the transportation

Pick-Up Area: One or more specific areas on an Airport that have been designated in this Permit for the pick-up of passengers by Limousine Drivers operating under this Permit.

Pre-Arranged Trip: A Limousine Pre-Arranged Trip.

Reagan Airport: Ronald Reagan Washington National Airport.

Solicitation (Solicit): Any action or series of actions by a Limousine Driver, while located on an Airport, which represents, or can be reasonably construed to represent, an offer to transport by motor vehicle another individual located on an Airport, for compensation, to a location outside the Airport, or another location on the Airport, when a Pre-Arranged Pick-Up Trip, authorized by a permit issued by an Airport Manager, has not been arranged with the other individual in advance of the action or series of actions.

Terminal Roadway: Each roadway within an Airport which runs adjacent and parallel to an Airport Terminal, including all travel lanes within the roadway whether or not separated from other lanes by curbs and passenger waiting or loading areas.

Vehicle: The vehicle used by a Limousine Driver in the provision of Limousine Service.

SECTION 2 -TERM

This Permit shall be effective for a term of six (6) months from the date in which it is executed by the Authority unless otherwise extended by the Airport Manager through written amendment or revoked by the Authority or terminated by either the Authority or the Permit Holder prior to the end of the term in accordance with the provisions herein.

SECTION 3 - PERMIT HOLDER CONDTIONS

At all times during the term of this Permit, the Permit Holder shall comply with the following conditions:

- 3.1 Possess one or more Governmental Authorizations to provide Other Limousine Service in the jurisdiction of the Governmental Authority issuing the authorization.
- 3.2 Be in compliance with the terms, conditions and requirements of such Governmental Authorization(s) and maintain continued validity of such Governmental Authorization(s), including without limitation those terms, conditions and requirements that relate to the following matters:
 - (a) the possession of the type and required amount of insurance coverages;
 - (b) the review of records showing the criminal histories of Limousine Drivers operating Vehicles under the Governmental Authorization(s) and this Permit;
 - (c) the possession of motor vehicle operating licenses by Limousine Drivers operating Vehicles under the Governmental Authorization(s) and this Permit;
 - (d) the review of records showing the motor vehicle driving histories of Limousine Drivers operating Vehicles under the Governmental Authorization(s) and this Permit; and
 - (e) the safety inspections of the Vehicles operated by Limousine Drivers operating the Vehicles under the Governmental Authorization(s) and this Permit;
- 3.3 Be in compliance with all federal, state and local laws and regulations applicable to the Limousine Service that is provided under this Permit.
- 3.4 Provide to the Authority one or more certificate(s) of insurance which demonstrate that the types and amounts of insurance coverages referenced in Section 3.2(a) are in full force and effect, and that the Authority is named as an additional insured under all insurance policies providing such coverages.

- 3.5 Not transport, through any of the Permit Holder's Limousine Drivers who are not authorized to operate under the Permit Holder's certificate of fitness from the Commonwealth of Virginia, passengers from a location within the Commonwealth of Virginia that is outside an Airport to a location on the Airport or from a location on an Airport to a location outside of that Airport which is within the Commonwealth of Virginia, and shall prohibit and prevent any such Limousine Drivers from providing such transportation; provided, that, if the Permit Holder does not hold a certificate of fitness from the Commonwealth of Virginia, it shall not transport, through any of its Limousine Drivers, passengers from a location within the Commonwealth of Virginia that is outside an Airport to a location on the Airport or from a location on an Airport to a location outside of that Airport which is within the Commonwealth of Virginia, and shall prohibit and prevent any and all of its Limousine Drivers from providing such transportation.
- 3.6 Ensure that all Limousine Drivers and Vehicles operating under this Permit comply with the Operating Conditions required under this Permit.
- 3.7 Remit payment for all applicable Permit Fees, Access Fees, Administrative Fees, and other charges under this Permit when invoiced or assessed by the Authority or as otherwise provided herein.
- 3.8 Maintain compliance with all applicable requirements and provisions of the MWAR.
- 3.9 Maintain compliance with all requirements and provisions of this Permit.
- 3.10 Provide training to all Limousine Drivers who will operate under this Permit at the Airports which shall include but not limited to instruction regarding:
 - (a) the roadway system on the Airports, Designated Waiting Areas, and Pick-Up and Drop-Off Areas;
 - (b) the requirements under any Government Authorizations regarding the display of decals, trade dress, or other form of visible identification;
 - (c) the requirements under any Government Authorizations regarding registration for providing Limousine Service authorized by this Permit; and
 - (d) the provisions of this Permit and the MWAR which place requirements, prohibitions, or other conditions upon Limousine Drivers operating at the Airports, including without limitation those regarding the use of the Airport roadways and facilities, the possession of a record of information available to Authority law enforcement officers and others upon their request, and Solicitation.
- 3.11 Terminate the ability of any Limousine Driver associated with the Permit Holder, to continue operating a Vehicle at the Airports under this Permit whenever the Limousine

Driver has been found to have violated any Operating Condition in Section 4 of this Permit on more than two (2) occasions during the term of this Permit.

- 3.12 Designate in writing a single individual who shall be primarily responsible for all operations of the Permit Holder at the Airports, including addressing any issues and problems involving such operations that are presented by Authority personnel, and who shall be authorized by the Permit Holder to speak and act on its behalf in matters involving operations under this Permit at the Airports. This designation shall be submitted to the Airport Manager no later than five (5) days following the date on which this Permit is signed by the manager.

SECTION 4 - OPERATING CONDITIONS

At all times during the term of this Permit, the Permit Holder and all Limousine Drivers associated with the Permit Holder shall comply with the following operating conditions:

- 4.1 Limousine Drivers may pick up or drop off passengers in or at any area on Dulles Airport and Reagan Airport where such actions are not prohibited by the MWAR, including in the paid parking lots and garages at the Airports. Notwithstanding the prior sentence, while picking up or dropping off passengers immediately in front of the Main Terminal at Dulles Airport, Limousine Drivers shall pick up passengers only on the Arrivals Level in one of the first two lanes adjacent to the curb and shall drop off passengers only on the Departures Level in one of the first two lanes adjacent to the curb; while picking up or dropping off passengers immediately in front of any terminal (as identified on Exhibit A of this Permit) at Reagan Airport, Limousine Drivers shall pick up passengers only on outermost curb at Terminal A and on the outermost curb of the Arrivals Level at Terminal B/C and shall drop off passengers only on the outermost curb at Terminal A and one of the first two lanes adjacent to the curb on the Departures Level of Terminal B/C (as identified on Exhibit A of this Permit). The Authority reserves the right to modify Pick-up and Drop-off Areas described above in this Section 4.1 and to define new areas during the term of this Permit.
- 4.2 Limousine Drivers shall not park or stage a Vehicle in any location on an Airport except the Designated Waiting Area located at the southeast corner of Autopilot Drive and Rudder Road and signed as "For-Hire Staging Lot" at Dulles Airport and the Designated Waiting Area located on National Avenue across from the entrance to the Terminal A Parking Garage and signed as "For-Hire Staging Lot" at Reagan Airport, or a paid public parking lot or garage at either Airport.
- 4.3 Limousine Drivers shall remain with the Vehicle at all times while the Vehicle is in a Designated Waiting Area or in a Pick-Up Area or Drop-Off Area other than a paid public parking lot or garage.
- 4.4 Limousine Drivers shall not remain in or otherwise use the Designated Waiting Area at an Airport for longer than sixty consecutive (60) minutes in any two-hour period.

- 4.5 Limousine Drivers shall not utilize the roadways at either Airport except:
- (a) after entering the Airport, (i) to travel directly to a Drop-Off Area as defined in Section 4.1 to immediately drop off one or more passengers, (ii) to travel directly to a Pick-Up Area as defined in Section 4.1 to pick up one or more passengers, or (iii) to travel directly to the Designated Waiting Area to occupy the Designated Waiting Area;
 - (b) after exiting the Designated Waiting Area, (i) to travel directly to a Pick-Up Area as defined in Section 4.1 to pick up one or more passengers, or (ii) to immediately and directly depart the Airport;
 - (c) after exiting a Drop-Off Area defined in Section 4.1, (i) to immediately and directly depart the Airport; (ii) to travel directly to the Designated Waiting Area to occupy the Designated Waiting Area; or (iii) to travel directly to a paid public parking lot to occupy the paid public parking lot; and
 - (d) after exiting a Pick-Up Area as defined in Section 4.1 (i) to immediately and directly depart the Airport or (ii) to travel directly to a Drop-Off Area as defined in Section 4.1 on the Airport to immediately drop off one or more passengers.
- 4.6 Limousine Drivers, while located on the Airports, shall not fail or refuse to, and shall, make available, or provide access, to an Authority law enforcement officer, another Authority employee or a representative of the Authority, upon the officer's, employee's or representative's request, a written or electronic record of a Pre-Arranged Trip. The written or electronic record shall consist of the following:
- (a) the date and time when the trip was pre-arranged;
 - (b) the date and time when, and the approximate location on an Airport where, the passenger is to be, or was picked up, and the location to which the passenger is to be transported.
- 4.7 Vehicles operated by any of the Limousine Drivers shall, while located on the Airports display the decal, trade dress, or other form of visible identification (if any) required by each Governmental Authorization the Permit Holder has received which demonstrates that the vehicle is affiliated with the Permit Holder.
- 4.8 Vehicles operated by any of the Limousine Drivers shall, while located on the Airports, display the decals and AVI Tags issued by the Authority which demonstrate that the vehicle is affiliated with the Permit Holder. If it is necessary to remove a decal and/or AVI Tag, a replacement decal or AVI Tag shall be requested and installed prior to providing any Pre-Arranged Trip at either Airport.

- 4.9 Vehicles operated by any of the Limousine Drivers shall: (a) be properly registered by the Commonwealth of Virginia, the District of Columbia, the State of Maryland, or other Governmental Authority as a vehicle authorized to provide the Limousine Service authorized by this Permit; (b) possess the license plates, tags, markers or decals issued by such Governmental Authority which show such registration; and (c) have passed all applicable safety inspections required by that Governmental Authority.
- 4.10 Limousine Drivers, while located on the Airports, shall not fail or refuse to, and shall, follow any reasonable request, direction, or other instruction provided by an Authority law enforcement officer, another Authority employee, or a representative of the Authority, including but not limited to those: (a) related to the movement of the Vehicle, (b) requesting Limousine Driver identification, (c) requesting proof of a Pre-arranged Trip, or (d) requesting proof of the Vehicle having been registered with the Commonwealth of Virginia to provide Limousine Service and/or other such Governmental Authorization authorizing the Vehicle to provide Other Limousine Service within the Commonwealth of Virginia.
- 4.11 Limousine Drivers shall not engage in the Solicitation of an individual who is located on either Airport.
- 4.12 Limousine Drivers shall comply with all applicable laws and provisions of the MWAR governing the operation of motor vehicles, while on the Airports and while traveling to or from the Airports whether with or without a passenger.

SECTION 5 – ACCESS FEES / ADMINISTRATIVE FEE

- 5.1 For the privilege granted by this Permit, the Permit Holder shall pay to the Authority Access Fees calculated on the basis of a fee of Four Dollars (\$4.00) for each Pre-Arranged Trip made on an Airport by a Limousine Driver operating under this Permit which involves the dropping off or picking up of one or more passengers immediately in front of the Main Terminal at Dulles Airport or in front of any terminal at Reagan Airport ; provided, that, in the event this per-trip fee has been revised by the Authority's President pursuant to Section 5.7 (3) of the MWAR, such Access Fees shall be calculated on the basis of the revised per-trip fee. Pre-Arranged Trips provided by Limousine Drivers utilizing the paid public parking lots and garages at either Airport, including those located in front of an Airport terminal will not be assessed an Access Fee but will be required to pay the parking fee incurred while parked in those facilities at the time the Limousine Driver exits the facility.
- 5.2 A Pre-Arranged Drop-Off Trip and a Pre-Arranged Pick-Up Trip provided by a Limousine Driver during the same visit to an Airport shall be considered two separate trips.
- 5.3 The Permit Holder shall be charged an Administrative Fee of Twenty Dollars \$20.00 for each new and any replacement AVI Tag issued under this Permit.

SECTION 6 - MONTHLY INVOICING

- 6.1 Each month, the Authority shall make available to the Permit Holder summary and detailed reports of all Pre-Arranged Trips made on the Airports by Limousine Drivers operating under this Permit for the immediately preceding month, and invoices showing the Access Fees owed by the Permit Holder based on such Pre-Arranged Trips.
- 6.2 The monthly summary report will provide the following information for each Airport: (i) the total number of Pre-Arranged Pick-Up Trips made by such Limousine Drivers in the month, (ii) the total number of Pre-Arranged Drop-Off Trips made by such Limousine Drivers in the month, and (iii) the total corresponding Access Fees for all Pre-Arranged Trips for the month (the fee of \$4.00 multiplied by the total number of Pre-Arranged Trips provided by such Limousine Drivers).
- 6.3 The monthly detailed report will provide, for each Airport, the following information for each Pre-Arranged Trip made on the Airport:
- (a) vehicle number assigned by the Authority to the Vehicle involved in the Pre-Arranged Trip; and
 - (b) the date and time such Vehicle accessed the Pick-Up or Drop-Off Areas defined in Section 4.1 (except the Airport's paid public parking lots and garages).
- 6.4 Two monthly invoices will be provided by the Authority, one for each Airport, and each will state the amount of Access Fees owed by the Permit Holder based on the number of Pre-Arranged Trips provided by its Limousine Drivers at the Airport as stated in the monthly summary report for that Airport.

SECTION 7 - PAYMENT AND LATE FEES

- 7.1 With each Monthly Operations Report, the Permit Holder shall remit payment to the Authority in the full amount of the Access Fee for the month addressed in the report, as calculated in the report. If the Permit Holder fails to make a payment when due, late charges will be assessed for each calendar day the payment is late. Late charges shall consist of interest and penalties. Interest shall be calculated using a rate per annum which is four percent (4%) higher than the prime rate as published in *The Wall Street Journal* on the date such payment was due. In addition to interest, monthly late penalty charges at the rate of six (6%) percent per annum will be assessed on the unpaid portion of accounts more than thirty (30) days past due.
- 7.2 All remittances shall be made payable to the "Metropolitan Washington Airports Authority", and be sent to:

Metropolitan Washington Airports Authority
P.O. Box 402816
Atlanta, Georgia 30353-2816
Attention: Accounts Receivable

All payments must be accompanied by a letter identifying the purpose for the payment. The Authority reserves the right to implement procedures for other methods of payments in place of direct remittances.

SECTION 8 - RECORDS AND AUTHORITY'S RIGHT TO AUDIT

- 8.1 The Permit Holder shall maintain, and make available for inspection by the Authority upon reasonable demand, such books, records, and other materials as would normally be examined by an independent, certified, public accountant pursuant to Generally Accepted Auditing Standards in performing an audit of the Permit Holder's operations under this Permit. Such books, records, and other materials shall contain detailed records of the Permit Holder's transactions and receipts related to its Limousine Service at the Airports in a form consistent with good accounting practice.
- 8.2 The Authority shall have the right, upon reasonable notice to the Permit Holder, to cause an audit to be made of the Permit Holder's systems, processes and procedures, and its books, records, and other materials relating to the Permit Holder's operations under this Permit in order to determine the correctness of the fees paid by the Permit Holder during the term of this Permit.
- 8.3 If, as a result of an audit performed under this Section, it is established that additional fees are due from the Permit Holder to the Authority, the Permit Holder shall, upon written demand from the Authority, pay to the Authority such additional fees, within thirty (30) days from the date of the written notice from the Authority, together with interest and penalties in accordance with the Authority's rates established generally for late payments made to the Authority. If the Permit Holder fails to make such payment within thirty (30) days from the date of the written demand, the Authority, in its sole discretion, may, suspend or revoke this Permit. Further, if such audit establishes that the Permit Holder has understated and underpaid fees over the period covered by the audit by three percent (3%) or more, then the entire expense of such audit, whether conducted internally or externally by the Authority, shall be paid by the Permit Holder.
- 8.4 If, as a result of an audit performed under this Section, the audit reveals that the records of the Permit Holder are in such a state that the fees due to the Authority cannot be audited; the entire expense of the Authority's efforts to conduct the audit shall be borne by the Permit Holder.
- 8.5 The Authority will invoice the Permit Holder for the expenses referenced above in Section 8.3 and 8.4. Payment shall be made within thirty (30) days from the date of the invoice. If the Permit Holder fails to remit payment of the invoice within thirty (30) days from the date of invoice, the Authority, in its sole discretion, may, suspend or revoke this Permit.

- 8.6 The Authority's inspection and audit rights under this Section 8 shall survive the expiration, revocation or suspension of this Permit.

SECTION 9 - INDEMNIFICATION

- 9.1 All damage to any facility of the Airports in any part caused by the Permit Holder or any of its Limousine Drivers, whether or not such damage was caused by the negligence of the Permit Holder or its Limousine Drivers, shall be repaired at the expense of the Permit Holder. In the event of such damage, the Authority shall have the option to make such repairs as are necessary, and all expenses incurred by the Authority in doing so shall be paid by the Permit Holder.
- 9.2 The Permit Holder shall defend, indemnify, and hold harmless the Authority and its directors, officers, employees, agents and volunteers from and against any and all suits, claims, demands, liabilities, damages, judgments, losses, fines, penalties, and costs and expenses, including attorney fees and litigation costs, (collectively, "Claims") due to or by reason of the death or bodily injury of any individual, or the damage to any property, arising out of or relating to an incident involving a Vehicle driven by a Limousine Driver associated with the Permit Holder and occurring while the Limousine Driver and Vehicle (i) are on the Airport, (ii) are traveling to the Airport for the purpose of picking up a passenger with whom a Pre-Arranged Pick-Up Trip has been arranged or of occupying the Designated Waiting Area, or (iii) are transporting one or more passengers for compensation to or from an Airport, regardless of the location of the vehicle at the time of the incident, and whether or not the Limousine Driver had arranged to provide the transportation through the Permit Holder. The Authority shall give to the Permit Holder reasonable notice of any such Claims.
- 9.3 The Permit Holder shall defend, indemnify, and hold harmless the Authority, and its directors, officers, employees, agents and volunteers from and against any and all suits, claims, demands, liabilities, damages, losses, judgments, fines, penalties, investigations, and costs and expenses, including attorney fees, (collectively, "Violation Claims") arising out of or relating to the violation, or the alleged violation, of any federal, state, or local laws or regulations by the Permit Holder or its Limousine Drivers. The Authority shall give the Permit Holder reasonable notice of any such Violation Claims.
- 9.4 The Permit Holder shall give the Airport Manager notice of any matter that may give rise to Claims or Violation Claims, as defined in Sections 9.2 and 9.3, and shall forward to the manager every demand, notice, summons, or other process received in connection with such matter.
- 9.5 The provisions of Sections 9.2, 9.3 and 9.4 shall survive the suspension, expiration, or revocation of this Permit. In addition, these provisions shall operate separate and apart from, and independent of, the provisions in Section 10 of this Permit regarding insurance to be maintained by the Permit Holder.

SECTION 10 - INSURANCE

- 10.1 The Permit Holder shall provide and maintain, at its own expense throughout the term of this Permit, the insurance coverages required of the Permit Holder and its Limousine Drivers by Virginia law; provided, that, in the event it does not hold a certificate of fitness from the Commonwealth of Virginia, the Permit Holder shall provide and maintain, at its own expense throughout such term, the insurance coverages required of the providers of Other Limousine Services by the laws of the Governmental Authority that has issued a Governmental Authorization permitting the Permit Holder to provide Other Limousine Service within the jurisdiction of the Governmental Authority; provided further, that, in the event the Permit Holder holds such a Governmental Authorization from more than one Government Authority, it shall provide and maintain the insurance coverages required by the Governmental Authority that provides the broadest protection to passengers.
- 10.2 All policies of insurance required by Section 10.1, except Workers' Compensation, shall identify the Metropolitan Washington Airports Authority and its directors, officers, employees, agents and volunteers as additional insureds in a manner satisfactory to the Authority.
- 10.3 The Permit Holder shall advise the Authority of the cancellation, non-renewal, or material change in any policy of insurance required by Section 10.1 within five (5) business days of the day on which it becomes aware of such cancellation, non-renewal or change.
- 10.4 In no event shall any policy of insurance required by Section 10.1 be canceled or not renewed by the Permit Holder unless and until an equivalent replacement policy has been issued and made available to the Authority.
- 10.5 Evidence of the policies of insurance required by Section 10.1 and the replacement policies required by Section 10.4, as well as of the additional insured status of the Metropolitan Washington Airports Authority, as required by Section 10.2 shall be provided on the industry standard form (ACORD 25), shall be prepared by each insurer issuing one or more such policies, and shall be delivered to:

Airport Administration Department (MA-230)
Metropolitan Washington Airports Authority
P.O. Box 17045
Washington Dulles International Airport
Washington, DC 20041-0045

and

Airport Administration Department (MA-130)
Metropolitan Washington Airports Authority
Terminal A, Room 146
Ronald Reagan Washington National Airport
Washington, DC 20001

- 10.6 If, in the Authority's opinion, the minimum limits of the insurance required by Section 10.1 have become inadequate during the term of this Permit, the Permit Holder shall increase such limits by reasonable amounts upon the request of the Authority so long as said coverage is available at standard commercial rates.
- 10.7 The Permit Holder shall provide such other insurance as the Airport Manager may from time to time, in its reasonable discretion, identify, in such form, with such limits, terms and conditions, and from such companies as the Authority shall describe.
- 10.8 All of the policies of insurance required of the Permit Holder by this Section 10 shall be primary, and any insurance maintained by the Authority shall be, and the Permit Holder agrees that it shall be, non-contributing with respect to the Permit Holder's insurance.
- 10.9 All of the policies of insurance required of the Permit Holder by this Section 10 shall contain a waiver of subrogation provision in which the insurer waives any and all rights of or claims to recovery, under subrogation or otherwise, which it has or may have against the Authority.
- 10.10 The failure of the Authority at any time to enforce the provisions of this Section 10, to demand evidence of full compliance with its provisions, or to identify a deficiency in the evidence that has been provided shall not constitute a waiver by the Authority of those provisions and shall not in any respect reduce the obligations of the Permit Holder under this Section 10.
- 10.11 In the event the Permit Holder, if and as permitted by law, relies upon one or more policies of insurance obtained by any of its Limousine Drivers in meeting its requirements under this Section 10, the Permit Holder shall ensure that such Limousine Drivers maintain those policies for so long as they are associated with the Permit Holder and operate under this Permit, and also that the Metropolitan Washington Airports Authority has been named as an additional insured under such policies.

SECTION 11 - ASSIGNMENT

- 11.1 The Permit Holder shall not assign, license or otherwise transfer this Permit to any other entity or any individual, and shall not authorize any other entity or any individual to exercise any of the rights and privileges given by this Permit.

SECTION 12 - ADMINISTRATIVE FINES

- 12.1 The Authority may assess an Administrative Fine to the Permit Holder in an amount up to Two Hundred Fifty Dollars (\$250.00), or such other maximum amount as may be set by the Authority's President under Section 5.7 (3) of the MWAR, for each violation by the Permit Holder or by a Limousine Driver associated with the Permit Holder of any provision of this Permit, including without limitation any of the Permit Holder Conditions in Section 3 and of the Operating Conditions in Section 4.
- 12.2 Any Administrative Fine assessed to the Permit Holder shall be paid by the Permit Holder within thirty (30) days of a notice of the fine and of the activity or conduct giving rise to it. If the Permit Holder fails to remit payment of the Administrative Fine within thirty (30) days from the date of the notice, the Authority, in its sole discretion, may suspend or revoke this Permit.

SECTION 13 - SUSPENSION AND REVOCATION OF PERMIT

- 13.1 The Airport Manager, after providing notice and an opportunity to be heard, may for good cause suspend for any period of time or revoke this Permit. Good cause includes without limitation any of the following:
- (a) suspension, revocation or expiration of any of the Governmental Authorizations required by this Permit to be held by the Permit Holder;
 - (b) one or more continuing or repeated, violations by the Permit Holder of the terms, conditions or requirements of any of the Governmental Authorizations required by this Permit to be held by the Permit Holder, including violations by Limousine Drivers operating Vehicles for the Permit Holder under any such Government Authorization;
 - (c) one or more continuing or repeated violations by the Permit Holder of any of federal, state or local laws or regulations applicable to the Permit Holder's provision of the Limousine Service covered by this Permit, including violations by Limousine Drivers operating Vehicles for the Permit Holder; and
 - (d) one or more continuing, or repeated violations by the Permit Holder of the terms, conditions, requirements or other provisions of this Permit, including without limitation the provisions of Section 3 and Section 4, and including violations by Limousine Drivers operating Vehicles for the Permit Holder under this Permit.
- 13.2 Prior to suspending or revoking this Permit, the Airport Manager shall notify the Permit Holder of the specific reasons for which the Permit is proposed to be suspended or revoked and of the Permit Holder's opportunity to submit to the Airport Manager a written request for a meeting. If no such request is submitted within the period stated in the notice, which shall be no less than seven (7) days from the date of issuance, the Permit may be suspended or revoked by order of the Airport Manager. If a meeting is timely

requested, it shall be scheduled by the Airport Manager as soon as feasible, and notice of the date, time and place of the meeting shall be provided to the Permit Holder.

- 13.3 At a requested meeting, the Permit Holder may provide to the Airport Manager testimony and other information relevant to the reasons given for the proposed suspension or revocation. Following the meeting, the Airport Manager shall issue a written decision which affirms and implements the proposed action, modifies the proposed action, or does not impose any action, and this written decision shall be furnished to the Permit Holder. This decision of the Airport Manger shall be final.
- 13.4 In the event of a final decision which suspends or revokes the Permit and if directed by the Airport Manager, the Permit Holder shall immediately surrender the Permit.
- 13.5 Each party shall bear its own expenses associated with the process set out in this Section.
- 13.6 Notwithstanding any provision to the contrary in this Section, the Airport Manager or the Vice President of Public Safety, or a designee of the vice president, may suspend this Permit, or the privilege of certain individuals to operate a Vehicle under this Permit, immediately and without prior notice whenever the Airport Manager or vice president (or designee) determines that the failure to do so would present a substantial threat to public safety, to an Airport's operations, or to the flow of traffic to and from an Airport. The Permit Holder and any such Limousine Driver shall be notified of such suspension as soon as feasible. In the event the Airport Manager decides that the Permit, following its suspension, should be revoked, the process set out in Section 13.2 and 13.3 shall apply; provided, that the suspension of the Permit shall continue in effect until the conclusion of such revocation process, unless the suspension is earlier terminated by the manager or vice-president (or designee) who initially issued it.
- 13.7 In the event this Permit is revoked, the Permit Holder may not apply for a new permit sooner than twelve (12) months following the effective date of the revocation unless a different period is set out in the final decision of revocation, in which case that period shall govern.

SECTION 14 – RIGHTS OF THE AUTHORITY

- 14.1 The Authority reserves the right at its sole discretion, to delete or modify any of the terms or conditions of this Permit, and to add new terms and conditions, provided that a thirty (30) day advanced written notice is provided to the Permit Holder.

SECTION 15 – NOTICES

- 15.1 All notices, consents and approvals required under the terms of this Permit shall be given by a designated representative of the party by or in whose behalf they are given and delivered either by hand or certified mail, postage prepaid, return receipt requested, and addressed as follows:

1. To the Authority:

Airport Administration Department, MA-230
Metropolitan Washington Airports Authority
P.O. Box 17045
Washington Dulles International Airport
Washington, DC 20041
and

Airport Administration Department, MA-130
Metropolitan Washington Airports Authority
Terminal A, Room 146
Ronald Reagan Washington National Airport
Washington, DC 20041

2. To the Permit Holder:

SAMPLE

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

By _____
Manager
Airport Administration Department
Washington Dulles International Airport

Date _____

SAMPLE

EXHIBIT A

SAMPLE









