

NON-EXCLUSIVE OPERATING PERMIT TO PROVIDE TAXI/LIMO SERVICES AT ROANOKE-BLACKSBURG REGIONAL AIRPORT

This non-exclusive operating permit to provide taxi/limo services at Roanoke-Blacksburg Regional Airport (together with the Exhibits attached hereto, this "Permit"), is made and entered into as of this _____ day of _____, 2021, by and between the Roanoke Regional Airport Commission, a political subdivision of the Commonwealth of Virginia (the "Commission"), and _____ ("Permittee").

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

This Permit is made with reference and subject to the following:

- A. The Commission is a political subdivision of the Commonwealth of Virginia and is the owner and operator of the Roanoke-Blacksburg Regional Airport (the "Airport").
- B. The Commission is charged with and is responsible for regulating the provision of ground transportation services at the Airport.
- C. Permittee is a taxicab/limo company authorized to operate by and within the Commonwealth of Virginia.
- D. Permittee desires to derive financial benefit by providing taxi/limo ground transportation services for the purpose of transporting Passengers to and from the Airport.
- E. Permittee, in consideration of the Commission granting Permittee and its authorized, contractors, employees, representatives, and agents ("Drivers") authorization to provide taxi/limo ground transportation services at the Airport and to use Airport roadways, parking areas and curb space at the Airport for such purpose, agrees to conduct its services at the Airport in accordance with the terms and conditions of this Permit and Commission Rules and Regulations for Ground Transportation Providers.
- F. The Commission desires to grant Permittee and Permittee's authorized Drivers, the non-exclusive right to operate at the Airport and for the purpose of providing access to drop off, pick up and transport Passengers in accordance with the terms and conditions of this Permit.
- G. The Commission acknowledges that Permittee represents that Permittee's authorized Drivers are independent contractors. Permittee acknowledges that Permittee and its authorized Drivers shall not conduct any operation on the property of or into the Commission unless such operation is authorized by the Commission and is in compliance with this Permit, applicable law, and Commission's Rules and Regulations. Permittee shall take actions necessary to cause its authorized Drivers to comply with such requirements.

SECTION 1. SERVICES

1.1 Grant of Permit. By issuance of this Permit, the Commission hereby grants Permittee the non-exclusive right, in common with others so authorized, to operate a ground transportation business at the Airport for the purpose of providing Permittee's authorized Drivers with access to drop off and pick up and transport Passengers to and from the Airport in accordance with the terms and conditions of this Permit.

1.2 No Representations or Warranties The Permittee hereby acknowledges and agrees that the Commission does not make, and has not made, any representation, warranty, assurance, or guaranty that this Permit, or the operations conducted hereunder, will generate any minimum, maximum, or optimum volume of airline or other passenger traffic business or revenue will occur.

SECTION 2. PAYMENT

2.1 Fees and Charges In consideration of the limited rights granted by the Commission pursuant to this Permit, Permittee hereby agrees to pay the following fees to the Commission during the term of this Permit:

(a) a calendar quarter Permit fee of One Hundred and Fifty Dollars (\$150.00) per company, which is consistent of a monthly permit fee of Fifty Dollars (\$50.00) and trip fee of Ten Dollars (\$10.00) per vehicle which is an assumed combination of 10 pick up and drop offs at one dollar per trip, until the occurrence of the airport to install electronic devices to record vehicle entrance onto airport property. At which time a One Dollar (\$1.00) will be charged per trip.

The calendar quarter Permit Fee and the Per Trip Fee are collectively referred to herein as the "Fees."

2.2 Payment of Calendar Quarter Permit Fees All Monthly Fees payable hereunder shall be paid each calendar quarter by Permittee to the Commission. The Quarterly Payment (defined below) is due in full prior to the beginning of the calendar quarter while this Permit is in effect. Payments in cash, check or credit card shall be made to Commission free from all claims, demands, setoffs, or counterclaims of any kind, and should be delivered to the Commission at the following address:

Roanoke Regional Airport Commission
5202 Aviation Drive NW
Roanoke, Virginia 24012

The term "Quarterly Payment" means the Calendar Quarter Permit Fee for one calendar month.

2.3 Late Payments Calendar Quarter Payments not received by the Commission within fifteen (15) calendar days of the beginning of the applicable calendar quarter will be subject to their operating permit being revoked. Additionally, in the event of three (3) consecutive late payments by the Permittee, the Commission has the right, at its option, to impose a one hundred and fifty dollar (\$150.00) Security Deposit in addition to becoming current with the applicable calendar quarter permit fees, before reinstating Permittee's privileges to operate at the Airport.

SECTION 3. SUSPENSION OR TERMINATION OF PERMIT

3.1 Suspension or Termination by the Commission This Permit is terminable at any time in the sole and absolute discretion of the Commission by giving at least thirty (30) days prior written notice of termination to Permittee. Notwithstanding the foregoing, the Commission may also suspend or terminate this Permit upon the occurrence of an Event of Default (as defined in Section 17 of the Terms and Conditions, attached hereto as Exhibit A). Should this Permit be suspended by the Commission, and thereafter Permittee continues to engage in providing pre-arranged or walk-up ground transportations services at the Airport, and any such pre-arranged ground transportation Driver is found to have been

operating at the Airport during the period of suspension, the Commission shall have the right to terminate this Permit immediately and without prior notice to the Permittee.

3.2. Termination by Permittee. Permittee may terminate this Permit by giving at least thirty (30) days prior written notice to the Commission. In the event of termination by the Permittee, the Security Deposit, if any, less any outstanding fees, charges or assessments, will be refunded to the Permittee. The Permittee is responsible for payment to the Commission of all Per Trip Fees up to and including the date of such termination by the Permittee.

SECTION 4. COMMENCEMENT DATE: TERM

4.1 Commencement Date This Permit shall be effective, and the "Commencement Date" shall be deemed to occur, on _____, 2021, provided that all of the following conditions precedents have been satisfied, in the Commission's sole and absolute discretion:

(a) The Commission has received all necessary and sufficient insurance certificates or documents, in a form acceptable to the Commission, evidencing that Permittee has obtained the necessary insurance required by this Permit;

(b) The Permittee has made available to each authorized ground transportation Driver the relevant portions of this Permit that are applicable to said Driver, and Permittee has informed each authorized said Driver regarding the terms and conditions of this Permit, including, without limitation, the requirement that each said Driver shall comply with the terms and conditions set forth in this Permit and the Rules and Regulations of the Commission in order to operate as a Permittee authorized ground transportation Driver at the Airport;

(c) The Commission has received one (1) original of this Permit, fully completed and executed by Permittee;

(d) The Permittee receives this Permit from the Commission, fully executed by both the Permittee and the Executive Director of the Commission, authorizing Permittee and Permittee's authorized ground transportation Drivers to provide ground transportation services at the Airport; and

(e) The Permittee has obtained all permits, business licenses, and any other licenses or authorizations required by any federal, state or local governmental entity, Commission, agency or department, and Permittee has provided a copy of same to the Commission.

4.2 Term. The initial term of this Permit shall begin on the Commencement date and be for a period of thirty (30) days and thereafter shall continue on a month-to-month basis unless terminated as provided herein. Either party may terminate this Permit upon 30 days written notice with or without cause.

4.3 Modifications to Permit The Commission will continuously evaluate the operations of Permittee at the Airport pursuant to this Permit. The Commission reserves the right to modify or amend the Permit, or any section thereof, in its sole and absolute discretion, with thirty (30) days prior written notice to Permittee, prior to any modification taking effect.

SECTION 5. USE, CONDITIONS, RESTRICTIONS

5.1 Limited Grant The limited rights granted by this Permit do not establish or vest in Permittee any right to preferential use of Airport facilities. Permittee acknowledges and agrees that Permittee has no exclusive right to conduct its operations at the Airport, and the Commission, in its sole and absolute discretion, may arrange for or allow other ground transportation providers to conduct similar operations at the Airport on the same terms and conditions as set forth herein.

5.2 Permittee's Obligations With Regard to Ground Transportation Drivers Permittee shall require that Permittee's authorized ground transportation Drivers comply with the provisions of this Permit and all other Rules and Regulations of the Commission in order to conduct any operation at the Airport. Violations by a ground transportation provider Driver may result in suspension or revocation of this Permit.

5.3 Designated Drop-Off and Pick-Up Areas

(a) Permittee shall be responsible for informing Permittee's authorized ground transportation Drivers about the Designated Areas (defined below) approved by the Commission where said Drivers may (i) wait for requests for transportation, or (ii) drop-off or pick-up Passengers.

(b) The term "Designated Areas" includes only those certain areas selected and identified by the Commission where ground transportation Drivers may (i) wait for requests for transportation by Passengers, which may be set forth on Exhibit C (the "Holding Area"), or (ii) drop-off or pick-up Passengers, which may be set forth on Exhibit D (the "Drop-Off and Pick-Up Area"). Taxi companies who participate in this permit process are granted a designated area to sit in front of the terminal and wait for fares. See Exhibit D

(c) Should utilization of the Designated Areas by ground transportation Drivers create any security or operational issues in the sole opinion of the Commission, the Commission reserves the right to limit the number of such Vehicles accessing the Designated Areas. Furthermore, the Commission reserves the right in its sole and absolute discretion to alter or change the Designated Areas from time to time, only after Commission provides Permittee advance written notice of the change such that Permittee has reasonable time to change operations as necessary and inform authorized ground transportation Drivers. In the event of an alteration or change to the Designated Areas, the Permittee is responsible for notifying each authorized Driver of such alteration or change, and if requested, the Permittee shall provide the Commission with a copy of such notification.

(d) All Permittee ground transportation provider Vehicles, with the exception of taxicabs, not actively loading or unloading Passengers in the Drop-Off and Pick-Up Area shall be parked in the Holding Area while awaiting a request from a Passenger for pick-up. No Permittee ground transportation provider Vehicle shall stage, wait or park in any other areas of the Airport other than the Holding Area. No such Vehicle shall loop in excess around the terminal area or around any part of the Airport property while waiting for a pick-up. All ground transportation provider Drivers shall have a match prior to entering the Drop-Off and Pick-Up Area for the purpose of dropping-off or picking-up a Passenger. Use of the Drop-Off and Pick-Up Area shall be limited to a maximum of fifteen (15) minutes at any given time. All ground transportation provider Drivers must remain with their vehicles while parked in any of the Designated Areas. Any ground transportation provider Driver(s) who operate in areas outside the Designated Areas or the Airport roadways necessary to access the Designated Areas, or who leave their Vehicle unattended

in any Designated Area, shall be subject to discipline, up to and including suspension or termination of their privileges at the Airport.

(e) All Permittee taxicab provider vehicles, not actively loading or unloading Passengers in the Drop-Off and Pick-Up Area shall be parked in the taxi lane while awaiting a request from a Passenger for pick-up. No Permittee taxicab provider Vehicle shall stage, wait or park in any other areas of the Airport other than the taxi lane. No such Vehicle shall loop in excess around the terminal area or around any part of the Airport property while waiting for a pick-up.

(f) Permittee hereby accepts the Designated Areas in their present condition and "AS IS," without representation or warranty of any kind, and subject to all applicable laws. The Commission shall have no obligation to alter, renovate, or otherwise change the Designated Areas. The Commission shall have no other obligation to provide utility services, wireless internet access, or any other services to the Designated Areas.

5.4 Solicitation and Curbside "Hails" Prohibited This Permit authorizes Permittee and Permittee's authorized ground transportation Drivers to operate on the Airport for drop-offs and pick-ups only. Solicitation and curbside "hails" are not authorized or allowed by this Permit, and will be considered a violation of this Permit.

5.5 Waybills. All pre-arranged ground transportation provider Driver activity on Airport property shall be properly documented. The waybill shall state the Passenger's name, the location of the drop-off or pick-up, and the time the drop-off or pick-up was scheduled.

5.6 Airport Exit. After dropping-off or picking-up a Passenger in the Drop-Off and Pick-Up Area, the ground transportation Driver must immediately exit the Airport.

5.7 Requests for Information. Upon request from Commission-Related Personnel for any relevant information (and in compliance with the non-discriminatory policies required by both parties under this Agreement), all ground transportation provider Drivers shall immediately comply with such request and provide such requested information, including not limited to, proof of all required insurance, license and registration, pre-arranged waybill, digital decal, or confirmation that any applicable ground transportation provider tracking device is activated while on Airport property.

5.8 Reports. The Permittee shall provide to the Commission, upon request by the Commission, reports and information as required under the applicable provisions of the Code of Virginia (1950), as amended.

SECTION 6. PROHIBITED ACTIVITIES.

6.1 General Prohibited Activities. Without limiting any other provisions herein, Permittee shall not, without the Commission's prior written consent:

(a) Cause or permit anything to be done, in or about the Designated Areas or the Airport, or bring or keep anything thereon, which would be reasonably likely to (i) increase, in any way, the rate of fire insurance on the Airport, (ii) create a nuisance, or (iii) obstruct or interfere with the right of others at the Airport or injure or annoy them;

(b) Use, or allow the Designated Areas to be used, for any improper, immoral, unlawful or reasonably objectionable purpose;

(c) Place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within or adjacent to the Designated Areas of the roadways; or

(d) Do, or permit to be done, anything, in any way, which would be reasonably likely to materially injure the reputation or image of the Commission or appearance of the Airport or violate the Commission's Rules and Regulations.

6.2 Other Prohibited Activities. Without limiting the generality of other provisions of this Permit, the following activities are specifically prohibited by Permittee's authorized ground transportation provider Drivers while on Airport property or while carrying Passengers to and from the Airport for drop-off or pick-up. Violations of the terms set forth below by a ground transportation provider Driver operating a ground transportation Vehicle at the Airport may result in restriction of the said Driver's access to and operating at the Airport under Permittee's authorization or as a Permittee Driver and are subject to Section 27 of Exhibit A.

(a) Allowing the operation of a ground transportation provider Vehicle at the Airport by an unauthorized driver;

(b) Transporting a Passenger in an unauthorized vehicle;

(c) Picking-up or dropping-off Passengers or their baggage at any location other than the Designated Areas;

(d) Leaving a Vehicle unattended;

(e) Failing to maintain the Vehicle interior and exterior in an appropriately clean condition;

(f) Littering at the Airport or in the Designated Areas;

(g) Failing to provide information or providing false information to the Commission or Commission-Related Personnel upon request;

(h) Operating a Vehicle without the approved Trade Dress;

(i) Soliciting Passengers at the Airport;

(j) Re-circulating anywhere at the Airport, except directly in route to the Holding Area;

(k) Using or possessing any alcoholic beverage, narcotic, or controlled substances (unless pursuant to a valid prescription) while on Airport property or while carrying a Passenger;

(l) Failing to operate a ground transportation Vehicle in a safe manner as required by the Commonwealth of Virginia Motor Vehicle Code, local laws, and the Commission's Rules and Regulations;

(m) Failing to comply with posted speed limits and traffic control signs;

(n) Using profane or vulgar language in the presence of any member of the public or Commission-Related Personnel;

(o) Any soliciting or advertising whatsoever;

(p) Soliciting of any activity prohibited by law, this Permit, or the Commission's Rules and Regulations;

(q) Operating a ground transportation Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment as required by the Commonwealth of Virginia Motor Vehicle Code;

(r) Operating a ground transportation Vehicle without the required certification or at any time during which the Virginia certification or this Permit is suspended or revoked;

(s) Engaging in any criminal activity;

(t) Failing to comply with instructions or directions given by the Commission or Commission-Related Personnel, including but not limited to, failing to comply with requests to inspect proof of insurance, license and registration, pre-arranged waybill, or confirmation that the pre-arranged ground transportation Application is activated while on Airport property;

(u) Soliciting or attempting to solicit payment in excess of that authorized by law;

(v) Failing to maintain a neat and clean personal appearance;

6.3 Violations of Prohibited Activities. Violations by Permittee or a ground transportation Driver that are not addressed by Permittee, as applicable, within a reasonable time after a request by the Commission to do so, may result in suspension or termination of this Permit.

SECTION 7. NOTICES.

7.1 Notices. All notices from one party to the other under this Permit shall be in writing, mailed by registered or certified mail, return receipt requested, to the address indicated below. Either party may change its address for notice upon written notice to the other in accordance with this Section.

If to the Commission:

Roanoke Regional Airport Commission
Attn: Executive Director
5202 Aviation Drive NW
Roanoke, VA 24012

If to Permittee:

SECTION 8. TERMS & CONDITIONS.

8.1 Incorporation of Exhibits. The Terms and Conditions set forth on Exhibit A and Exhibit B, and the Holding Area as set forth on Exhibit C and Drop-Off and Pick-Up Area as set forth on Exhibit D, if attached, are hereby incorporated herein by this reference and made a part hereof.

PERMITTEE:

Date Signed: _____

Signature

Typed or Printed Name

Title

ATTEST:

Signature

Typed or Printed Name

Title

ROANOKE REGIONAL AIRPORT COMMISSION

Date Signed: _____

Signature

Typed or Printed Name

Title

ATTEST:

Signature

Typed or Printed Name

Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions (“the Terms and Conditions”) are attached to and made a part of the Non-Exclusive Operating Permit to Provide Ground Transportation Services at Roanoke-Blacksburg Regional Airport.

SECTION 1. DEFINITIONS AND CONSTRUCTION

A. Definitions. The following terms, whether capitalized or otherwise, when used in this Permit shall, unless the context requires otherwise, have the respective meanings given below:

1. Airport: shall mean the land and premises located in the City of Roanoke and County of Roanoke, Commonwealth of Virginia, and lands contiguous thereto, which may be acquired from time to time by the Commission for Airport purposes, and which shall comprise the Roanoke-Blacksburg Regional Airport.

2. Airport Geo-Fence: an electronic perimeter of the Airport comprised of one or more polygons whose points are geographic coordinates as definite and verified by the Commission and under the Permittee’s management. Ground transportation Vehicles located within this Airport Geo-Fence area shall not receive or accept requests by Passengers for transportation except while located within the Holding Area, if set forth in Exhibit C. The Permittee shall keep records of each and every Trip that begins or ends within the Airport Geo-Fence, including: a) each and every Passenger drop-off on Airport property, and b) each and every Passenger pick-up on Airport property.

3. Commission: shall mean the Roanoke Regional Airport Commission.

4. Commission-Related Personnel: shall mean the Commission’s Board of Commissioners, officers, officials, employees, agents, and representatives, including without limitation, the Roanoke Regional Airport Commission Public Safety Department and other authorized law enforcement personnel.

5. Designated Areas: shall mean those certain areas selected and identified by the Commission where pre-arranged ground transportation Drivers may (i) wait for requests for transportation by Passengers, as may be set forth on Exhibit C, if attached, or (ii) drop-off or pick-up Passengers, as may be set forth on Exhibit D, if attached.

6. Governmental Body: shall mean any federal, state, city or other political subdivision thereof, or any other entity, Commission, agency or department exercising the executive, legislative, judicial, taxing, regulatory or administrative powers or functions pertaining to government.

7. Passenger: any individual who hires or enters a pre-arranged ground transportation provider Vehicle operated by a ground transportation provider’s driver providing services to or from the Airport pursuant to this Permit.

8. Permit: shall mean the Non-Exclusive Operating Permit to provide rides at Roanoke-Blacksburg Regional Airport, using Permittee’s system that connects passengers with Permittee’s authorized ground transportation Drivers together with all Exhibits attached thereto.

9. Rules and Regulations: all applicable provisions of the rules and regulations of Commission, and any new, modified or additional rules and regulations, which the Commission now or hereafter enacts, and as may be amended from time to time. The term “Rules and Regulations” also includes all rules and regulations of any Governmental Body, including but not limited to, the Federal Aviation Administration (“FAA”) and the Transportation Security Administration (“TSA”).

10. Ground Transportation Provider: shall mean a ground transportation taxi provider, who has entered into a permit with the Commission to provide such services and is an organization, a corporation, partnership, sole proprietor, or other form of business entity operating under and in compliance with the Code of Virginia.

11. Ground Transportation Provider Driver: an individual approved and authorized by the Permittee to use a ground transportation Vehicle to transport. Each such Driver shall be properly authorized and credentialed by the ground transportation provider and be authorized pursuant to the terms and conditions of this Permit to pick-up and drop-off Passengers at the Airport as an authorized ground transportation driver affiliated with the Permittee. For purposes of this Agreement, the term “Ground Transportation Driver” or “authorized Ground Transportation Provider” applies at all times that such driver is on Airport property by reason of the driver’s relationship with the Permittee operating at the Airport under Permittee’s authorization or as a Permittee Driver regardless of whether said Vehicle is carrying a Passenger.

12. Ground Transportation Services: shall include the Permittee’s authorized operations under this Permit occurring whenever a Ground Transportation Driver is in a ground transportation Vehicle at the Airport or in the designated areas.

13. Ground Transportation Vehicle: a vehicle driven by a ground transportation Driver that is authorized by the Permittee and pursuant to the terms and conditions of this Permit to pick-up and drop-off Passengers at the Airport.

14. Trade Dress: a distinct logo, insignia, or emblem that is attached to or visible from the exterior of a Pre-arranged ground transportation Vehicle during the performance of providing pre-arranged ground transportation services and that complies with the Code of Virginia.

B. Construction of Certain Terms Except as otherwise expressly provided herein or unless the context otherwise requires, the following rules of construction shall apply:

1. The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

2. The terms defined in this Permit shall have the meanings assigned to them herein and include the plural as well as the singular.

C. Table of Contents, Titles and Headings The table of contents, titles and headings of the sections are solely for convenience of reference, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

D. Interpretation The language of this Permit shall be construed according to its fair meaning, and not strictly for or against either the Commission or Permittee. If any provision of this Permit is determined to be void by any court or competent jurisdiction, then such determination shall not affect any other provision of this Permit and all such other provisions shall remain in full force and effect.

E. Applicable Law This Permit shall be construed according to the laws of the Commonwealth of Virginia.

SECTION 2. OBLIGATIONS OF PERMITTEE

Permittee warrants and agrees that it will:

A. Conduct its operation hereunder to facilitate rides at the Airport connection passengers with Permittee's authorized ground transportation drivers in compliance with the highest standards of operating a ground transportation business and will furnish all necessary fixtures, equipment, supplies, materials, facilities, and personnel (including licensed personnel as necessary) in order to adequately operate its ground transportation business in accordance with the terms and conditions of this Permit.

B. Operate its ground transportation business promptly, efficiently and adequately to meet all reasonable demands therefore on a fair, equal and non-discriminatory basis.

C. Be responsible for obtaining all permits, licenses and certificates required by any regulatory agency to operate a ground transportation business provided hereunder.

D. Conduct its operations in an orderly and proper manner so as not to unreasonably annoy, disturb or be offensive to others on or near the Airport. Permittee shall take all reasonable measures to (i) eliminate vibrations tending to damage any equipment, structures, buildings or portions of buildings on the Airport or adjacent to the Airport; and (ii) keep the sound level of its operations as low as reasonably possible, particularly during the hours of darkness.

E. Permittee will not allow Permittee authorized ground transportation drivers or ground transportation vehicles to negatively impact or impede traffic flow in or out of Airport roadways or off-Airport parking areas, including retail shopping centers, churches, businesses or other parking areas established for private purposes. In the event that the Commission receives complaints from a nearby business or other establishment that Permittee's authorized ground transportation drivers are congregating at or near the establishment in a way that is causing harm or likely to cause harm to such establishment, Permittee shall work in good faith with the Commission to address such concerns.

F. Permittee will not allow Permittee's authorized ground transportation drivers to (i) stage, wait or park in any areas of the Airport other than in the Holding Area, as set forth on Exhibit C, (taxicab drivers may stage, wait or park in the drop-off and pick-up areas, as set forth on Exhibit D), (ii) pick-up or drop-off Passengers in any areas of the Airport other than in the Drop-Off and Pick-Up Areas, as set forth on Exhibit D, or (iii) circle in excess, drive, or loop around the Airport roadway while waiting for a Passenger pick-up, except directly in route to the Holding Area.

G. Not divert or cause to be diverted any business provided by tenants and non-transportation concessionaires on the Airport.

H. Upon receipt of a complaint or objection to the conduct, demeanor or appearance of a Permittee authorized ground transportation driver, employees, invitees or those doing business with the Permittee, the Permittee shall immediately take all reasonable steps necessary to address the cause of the complaint or objection. Permittee shall advise Passengers of the means and methods for contacting, reporting and resolving Passenger complaints.

I. Require that at all times all ground transportation drivers conduct themselves in a professional manner and are courteous to the public, passengers, other ground transportation providers, and Commission-Related Personnel. Threats of physical harm, fighting, gambling, possession of an unlicensed firearm or use of any weapons, public intoxication or the use or possession of illegal substances at the Airport are expressly prohibited.

J. Be responsible for the proper storage and removal from the Airport of all garbage, debris and other waste materials, either solid or liquid, arising out of its operation hereunder, and shall not use any facilities of the Commission for such purpose without the prior written consent of the Commission. No such garbage, debris or other waste materials shall be thrown, discharged or deposited, or permitted to be thrown, discharged or deposited into or upon the waters on or bordering the Airport. Permittee shall not cause or permit to occur upon any portion of the Airport any illegal waste, public or private nuisance, or other act or thing which disturbs the quiet enjoyment of any other tenant, licensee, invitee, or person using or occupying any portion of the Airport.

K. Not do or permit to be done anything which may interfere with free access and passage on and to the Airport.

L. Advise Passengers of the means and methods for contacting, reporting and retrieving lost property.

M. Not sanction or allow any individual who is not a ground transportation driver and who is not driving a ground transportation vehicle to pick-up or drop-off passengers at the Airport. Permittee must take action against a ground transportation driver who allows any unauthorized individual to use a ground transportation vehicle under that account of the ground transportation driver to provide ground transportation services at the Airport.

N. Maintain, in accordance with generally accepted accounting practices, throughout the term of the Permit and for three (3) years thereafter, records and books of account, recording all trips at the Airport. No more than annually, Commission may request a report of such records from Permittee regarding trips and Permittee shall provide a report including relevant trip details. The intent and purpose of the provisions of this section are such that Permittee shall keep and maintain records which will enable the Commission to ascertain, determine and audit, if so desired by the Commission, clearly and accurately, the number of drop-offs and pick-ups and the trip activity of the ground transportation drivers and such vehicles. Additional ground transportation provider's recordkeeping and reporting requirements are set forth in Section 26 of these Terms and Conditions.

~~O. Permittee agrees to resolve failures of the Piper AVI in a prompt and efficient manner. Failure to resolve such Piper AVI failures within Permittee's control, related to the Airport ground transportation provider tracking mechanism within five (5) days may result in a suspension or termination of this Permit.~~

SECTION 3. RIGHTS OF PERMITTEE

A. The Permittee shall operate its ground transportation business only in accordance with the terms and conditions of this Permit, and will not conduct any other type of business whatsoever on the Airport unless otherwise approved in writing by the Commission.

B. Permittee shall not allow any authorized ground transportation driver to solicit business or engage in any manner of solicitation of business, except as permitted under this Permit or as may be expressly permitted in writing by the Commission.

SECTION 4. INGRESS AND EGRESS

A. The Permittee and Permittee's authorized ground transportation drivers shall have the right of ingress and egress between the Airport and the city streets or public ways used in common with others having similar rights.

B. The Commission may temporarily or permanently close any such roadway, and any other area at the Airport presently or hereafter used as such, so long as an equivalent means of ingress and egress remains available to the Permittee; provided, however, that this sentence shall not be construed to confer any greater right for Permittee to use any roadway than that accorded to the general public. The Permittee hereby releases and discharges the Commission, its successors and assigns of and from any and all claims, demands or causes of action arising or alleged to arise out of the closing of any street, roadway, or other area, whether on or off the Airport.

C. The Commission may interrupt or suspend Permittee's activities at the Airport and Permittee's use of the Airport if, in Commission's sole reasonable discretion, such interruption or termination is necessary in the interest of public safety. Permittee hereby waives any claim against Commission for damages or compensation should its activities be interrupted or suspended for any period in the interest of public safety.

D. The Permittee acknowledges and agrees that the Commission undertakes no obligation to provide snow or ice removal or to prevent flooding in any of the Designated Areas.

SECTION 5. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

A. General Permittee shall comply with all federal, state and local laws and ordinances, governmental rules, regulations and orders applicable to the operation of the Airport or to the Permittee's operation at the Airport. Without limiting the generality of the foregoing, Permittee shall comply with the laws and regulations specified herein.

B. Federal Immigration Law At all times during the term of this Permit, the Permittee shall not knowingly employ any unauthorized alien, or knowingly permit with a subcontractor who knowingly employs or contracts with an unauthorized alien to perform work under the Permit. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either (i) Title 8, Section 1324a of the United States Code or (ii) the U.S. Attorney General. If the Permittee violates this provision of this Permit,

the Commission may terminate the Permit, and the Permittee shall be liable for any actual and consequential damages to the Commission, including attorneys' fees and court costs, if any.

C. Non-Discrimination Each party covenants and agrees that it along with its contractors, subcontractors, representatives, successors in interest and assigns will not: (i) discriminate against any person on the grounds of race, color, sex, creed or national origin, and will not exclude any person from the use or the benefits of the Airport or the Permittee's services based on race, color, sex, creed or national origin; (ii) no person, on the grounds of race, color, sex, creed or national origin, shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination in the furnishing of services on the Airport or in any Airport Commission request for Permittee's driver credentials, vehicle inspection or audit; (iii) Permittee shall comply with all other requirements imposed by or pursuant to Department of Transportation ("DOT"), Code of Federal Regulations, Part 21, Title 49, Subtitle A, "Nondiscrimination in Federally-Assisted Programs" of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and (iv) Permittee shall comply with all applicable provisions of the Americans with Disabilities Act, as amended, with regard to its operations at the Airport.

D. Disability Permittee shall not discriminate on the basis of handicap in providing services hereunder, or in the treatment of persons as required by the DOT Code of Federal Register, Part 27, and Title 49, as may be amended, to the extent that C.F.R. Part 27 is applicable to Permittee.

E. Security Compliance Permittee shall comply with and enforce, as is currently or may be required, all provisions of Transportation Security Administration regulations, amendments and additions thereto, pertaining to Airport security which affect its operation on the Airport. Permittee shall be responsible to ensure that unauthorized persons do not enter any Airport operations areas which have been or may be designated by the Commission in its Airport Security Program in compliance with federal aviation regulations. Permittee will also ensure ground transportation vehicles are not left unattended at the curbside or in any of the Designated Areas. Violation of the terms set forth above by a ground transportation driver operating at the airport may result in restriction of the Driver's access to and operating at the Airport under Permittee's authorization or as a Permittee Driver and are subject to Section 27 of Exhibit A.

F. OSHA Standards Permittee and Permittee's authorized ground transportation driver shall comply with all applicable Occupational Safety and Health Administration ("OSHA") rules and regulations.

G. Virginia Code Provisions Regulating Taxi and Limousine Companies Permittee shall at all times comply with all applicable provisions of Virginia Code as the same may be amended from time to time.

SECTION 6. RULES AND REGULATIONS OF COMMISSION

A. The Permittee covenants and agrees to require Permittee's authorized ground transportation drivers, officers, employees, guests, invitees, and those doing business with it, who operate at the Airport, to observe and obey all applicable laws as well as the Rules and Regulations of the Commission now in effect or hereinafter promulgated governing the conduct and operation of the Airport. The Commission agrees that, except in cases of emergency, it will give notice to the Permittee of all such new or amended Rules or Regulations adopted by it at least ten (10) days before the Permittee shall be required to comply therewith. Copies of the Rules and Regulations are available at the offices of the Commission. Violations of the applicable laws as well as the Rules and Regulations of the Commission by a ground transportation driver operating a ground transportation vehicle at the Airport may result in

restriction of the ground transportation driver's access to and operating at the Airport under Permittee's authorization or as a Permittee driver and are subject to Section 27 of Exhibit A.

SECTION 7. FEDERAL AIRPORT AID

A. The Commission has applied for and received, and may in the future apply for and receive, grants of money for the benefit of the Airport from the Administrator of the Federal Aviation Administration ("FAA") pursuant to applicable federal law. In connection therewith, the Commission has undertaken or may undertake certain obligations respecting its operation of the Airport and the activities of its lessees, permittees and contractors thereon. The Permittee covenants and agrees that, if the Administrator of the FAA or any other governmental entity having jurisdiction over the enforcement of the obligations of the Commission resulting from such grant or grants shall make any orders, recommendations or suggestions to the Commission or the Permittee respecting the performance of the Permittee, the Permittee will promptly comply therewith.

SECTION 8. INSPECTION OF VEHICLES

Each Permittee ground transportation vehicle shall have a valid state inspection decal in accordance with the Code of Virginia, and the Commission shall have the authority to inspect the decal to verify that a vehicle is in compliance with the Code of Virginia regarding requirements for pre-arranged ground transportation vehicles.

SECTION 9. LOCAL MANAGEMENT

A. Permittee shall continuously have in charge a competent and experienced manager who shall be responsible for the day-to-day operation of Permittee under this Permit. The Permittee shall at all times provide the Commission in writing the name, e-mail address, mailing address and telephone number (for emergency contact) of each manager.

B. Permittee shall require authorized ground transportation drivers operating at the Airport to operate in accordance with the terms and conditions of this Permit and in accordance with the directions and operating procedures issued by the Commission relative to the Designated Areas. Violations of the terms and conditions of this Permit by a ground transportation driver operating a ground transportation vehicle at the Airport may result in restriction of the ground transportation driver's access to and operating at the Airport under Permittee's authorization or as a Permittee driver are subject to Section 27 of Exhibit A.

C. Permittee shall promptly respond to all inquiries from the Commission and Commission-Related Personnel. Permittee expressly understands that the terms of this Permit in no way establish a precedent or any limitation whatsoever on the discretion of the Commission to add to or subtract from or otherwise alter Permit Requirements. Permittee shall cooperate with the Commission during the course of the Permit term to determine whether and how a renewal of this Permit, if one should be granted by the Commission in its sole discretion, may or may not include requirements relating to additional driver information and/or tracking of ground transportation vehicles.

SECTION 10. INDEMNIFICATION: WAIVER OF CLAIMS

A. Indemnification The Permittee shall indemnify, defend, and hold the Commission and the Commission-Related Personnel completely harmless from any and all liabilities, losses, suits, actions,

claims, judgments, fines or demand of any character, including but not limited to, court costs and attorneys' fees brought because of any injuries or death to persons or damage received or sustained by a third party in consequence of: (i) the operations by the Permittee, Permittee's authorized ground transportation drivers, independent contractors, successors, subcontractors, suppliers, employees, agents or invitees related to this Permit, (ii) any negligent acts or omissions or misconduct of Permittee in its operations at the Airport, (iii) any default by Permittee in the observance or performance of any of the terms, conditions or covenants of this Permit, or (iv) any other law, ordinance, order or decree, unless resulting solely from the gross negligence or willful misconduct of the Commission. The foregoing indemnity provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Permittee under this Permit. Notwithstanding the foregoing, Permittee shall have no obligation under this Section for claims solely arising out of any negligent act or omission of the Commission or its officers, commissioners, agents, and employees. The foregoing indemnification obligation is contingent upon the Commission providing Permittee with (i) sole control over the defense and settlement of each such claim (provided that Permittee will not settle or compromise any claim without written consent of the Commission, which consent shall not be unreasonably withheld, conditioned or delayed), and (ii) reasonable cooperation at Permittee's expense, in the defense and settlement of a claim.

B. Waiver of Claims Permittee covenants and agrees that the Commission shall not at any time to any extent whatsoever be liable, responsible, or in any way accountable for, and Permittee hereby waives and releases any claim (including any claim for contractual or implied indemnity) against the Commission, for any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorneys' fees, investigation costs, remediation costs and court costs), of any kind or nature, which (a) at any time after the date of the Permit may be suffered or sustained by Permittee or any ground transportation driver arising out of Permittee's operations, or (b) are caused in whole or in part by any act omission (whether negligent, non-negligent or otherwise) of Permittee or any ground transportation driver, except to the extent caused solely by the negligence or willful misconduct of the Commission.

C. Notice Without limiting the foregoing indemnity and waiver, each party hereto shall give to the other prompt and timely written notice of any liabilities, losses, suits, actions, claims, judgments, fines or demands of any character, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

D. Permittee's Assumption of Risk Permittee covenants that it voluntarily assumes any and all risk of loss, damage, or injury to the person or property of Permittee, ground transportation drivers, directors, officers, employees, contractors, drivers, representatives and agents which may occur in, on, or about the Airport or in any of the Designated Areas at any time and in any manner, except such loss, injury, or damage as may be caused solely by the gross negligence or willful misconduct of the Commission.

SECTION 11. INSURANCE

A. Required Insurance At all times during the operation of a ground transportation vehicle on Airport property, the Permittee shall, at a minimum, keep in force such insurance policies as required by the Commission.

B. Additional Insurance Requirements In addition to the insurance requirements required by the Commission, the Permittee shall maintain Auto Liability insurance in at least the amounts required by any licensing locality as well as the Commonwealth of Virginia, covering any vehicle used in or associated with Permittee's business while operating on Airport premises.

C. Form of Policies

1. On each policy of insurance, Permittee shall name the Commission and the Airport, and their respective commissioners, agents, and employees, as additional insured parties.

2. All policies of insurance shall provide that the insurance company shall provide at least thirty (30) days' prior written notice to the Commission of cancellation or a reduction in coverage or limits.

D. Proof of Insurance Ground transportation drivers shall carry at all times while operating a ground transportation vehicle, proof of coverage under each in-force ground transportation insurance policy, which may be displayed as part of the ground transportation Application, and each in-force automobile insurance policy covering the vehicle. Ground transportation drivers shall present such proof of insurance upon request to the Commission, or to any person involved in an accident that occurs while transporting a passenger.

E. Compliance with Future Code of Virginia Amendments Notwithstanding anything in this Permit to the contrary, the Permittee's insurance shall at all times comply with any future amendments to the Code of Virginia provisions governing ground transportation insurance requirements.

SECTION 12. SIGNS

A. Signs Permittee shall not install, erect, affix, paint, display or place or permit the installation, erection, affixation, painting, display or placement of any sign, lettering, or other advertising device or media in, on, or about the Airport, the terminals, or any portion thereof (including the Designated Areas), without the prior written consent of the Commission.

B. No Advertising or Promotions No ground transportation vehicle shall post or display, on the exterior thereof, any signage or other displays except for Permittee's name and/or logo; provided, however, that *de minimus* displays (such as bumper stickers), which in the reasonable opinion of the Commission, do not contain offensive messages, will not violate this prohibition. Violations of the terms and conditions of this Permit by a vehicle at the Airport may result in restriction of the ground transportation driver's access to and operating at the Airport under Permittee's authorization or as a Permittee driver and are subject to Section 27 of Exhibit A.

SECTION 13. EXCLUSIVE RIGHTS NOT GRANTED

A. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act, as amended, or any other federal criteria.

SECTION 14. SUBORDINATION OF PERMIT

A. This Permit shall be subordinate to the provisions of any existing or future agreement between the Commission and the City of Roanoke, the Commonwealth of Virginia and/or the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the granting of any funds for the development of the Airport. In the event that any future conditions materially impair the Permittee's ability to operate its ground transportation business in accordance with this Permit, the Permittee shall have the option to terminate the Permit on at least thirty (30) days' prior written notice to the Commission.

SECTION 15. ASSIGNMENT OF PERMIT

A. Neither party may assign the Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either party may assign the Agreement in its entirety without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to affect an assignment in breach of this Section shall be void. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

SECTION 16. CONDEMNATION

A. In the event of the acquisition by condemnation or the exercise of the power of eminent domain (which for these purposes shall not be deemed to include the Commission) of any interest in all or part of the Airport, the Permittee shall not institute any action or proceeding or assert any claim against the Commission for compensation or consideration of any nature whatsoever, and any provision herein contained contrary to the provisions of this section shall have no force or effect. All compensation awarded or paid upon such a total or partial taking of Airport premises shall belong to and be the property of the Commission without any participation by the Permittee. Nothing contained herein shall be construed to preclude the Permittee from recovering directly from the condemning Commission the value of any claim as may exist for loss of business, or damage to, or cost of removal of, or for the value of stock, trade fixtures, furniture and other personal property belonging to the Permittee; provided, however, that no such claim shall diminish or otherwise adversely affect the Commission's award or the award of the Trustee of any Airport Revenue Bonds, whether outstanding now or in the future.

SECTION 17. DEFAULT

A. Default by Permittee The occurrence of any of the following shall constitute an event of default (each, an "Event of Default") by Permittee:

1. Permittee shall fail, duly and punctually, to pay any Fees for three (3) consecutive payment periods (or to submit the Monthly Report), or to make any other payment required hereunder, when due to the Commission, and such failure shall continue beyond any applicable notice and cure period;

2. The Permittee fails to maintain the insurance required herein;

3. The Permittee fails to observe or perform any other covenant or agreement contained in the Permit, and such failure continues for a period of five (5) calendar days after written notice by the Commission of such failure requiring the same to be remedied, provided that if such observance or performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied within such five (5) day period, but can be done, taken or remedied within a reasonable period of time, no Event of Default shall be deemed to have occurred or to exist if the Permittee shall commence work, action or other remedy within such five (5) day period and shall diligently and continuously prosecute the same to completion;

4. Any warranty, representation, certification, financial statement or other information made or furnished by Permittee at any time is determined by the Commission in its sole judgment, to be false or misleading in any material respect;

5. If Permittee, or any successor or assignee, while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;

6. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Permittee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Permittee and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment;

7. If Permittee shall vacate or abandon the operation of its ground transportation business at the Airport for a period of seven (7) consecutive days;

8. If this Permit or any controlling interest in Permittee shall be transferred to or shall pass to or devolve on any other party, except in the manner permitted herein; or

9. If Permittee fails to maintain its Virginia ground transportation certification status.

B. Effect of Permittee's Default Upon the occurrence of an Event of Default by Permittee, in addition to any other remedies available at law or in equity, the Commission shall have the following rights, options, and remedies which shall be construed and held to be cumulative, and no one of them shall be exclusive of the other:

1. The Commission may elect, in its sole discretion, to impose a Security Deposit of up to 100 percent if Permittee has failed to make timely payments for three consecutive payment periods.

2. The Commission shall have the right, in its sole discretion, to cancel and terminate this Permit immediately by giving to Permittee written notice of the cancellation and termination.

3. The Commission, in its sole discretion, may suspend this Permit for a period of time deemed appropriate by the Commission, when considering the facts, circumstances and seriousness of the Event of Default.

4. In the event the Commission determines to revoke or suspend this Permit, Permittee shall promptly affect this prohibition through its ground transportation Application, including

without limitation, blocking out Airport property as a location available for pick-ups or drop-offs, and taking other steps as necessary to inform ground transportation drivers of the prohibition. Notification of same is to be forwarded to Commission.

5. The rights of termination or suspension described above shall be in addition to any rights and remedies that the Commission shall have pursuant to this Permit or at law or in equity, and the exercise by the Commission of any right of termination or suspension shall be without prejudice to any other such rights or remedies.

C. Default by Commission The Permittee's sole remedy against the Commission, in the event that the Commission fails to comply with the provisions of this Permit and such failure is not cured within thirty (30) days of the Commission's request of written notice from the Permittee specifying such failure, shall be the right to terminate this Permit upon at least thirty (30) days' prior written notice to the Commission and a full refund of any Security Deposit paid for by Permittee. In the event of such termination, the Permittee will be responsible for all undisputed Fees due the Commission up to and including the date of termination.

D. Other Termination If, for any reason, all scheduled certificate airline service at the Airport is permanently suspended, whether such suspension be due to act of God, the public enemy or other circumstances, and such suspension lasts for fourteen (14) consecutive days, Permittee shall have the right to terminate this Permit upon at least thirty (30) days' prior written notice to the Commission.

SECTION 18. INFORMATION SHARING

A. Prior to engaging in operations under this Permit, Permittee shall provide each of Permittee's authorized ground transportation drivers information about the rules for Airport operations, including but not limited to, the location of the Designated Areas, the Rules and Regulations of the Commission, and any other Airport-specific rules that the Commission requires to be conveyed to ground transportation drivers. Permittee shall make Permittee authorized ground transportation drivers informational materials available to the Commission upon request. Permittee agrees to modify or supplement its informational materials as necessary to ensure compliance with the Permit and the Rules and Regulations.

SECTION 19. REPRESENTATIONS AND WARRANTIES OF PERMITTEE

The Permittee represents and warrants to the Commission that:

A. It is duly organized and validly existing under the laws of its jurisdiction, incorporation or establishment;

B. It has the power and the commission to enter into and perform its obligations under this Permit and to pay the Fees in accordance herewith;

C. This Permit has been duly authorized, executed and delivered by it, and, assuming the due authorization, execution and delivery hereof by the other parties hereto, constitutes a legal, valid and binding obligation of Permittee, enforceable against it in accordance with the terms hereof, subject to applicable bankruptcy, insolvency and similar laws affecting creditor's rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law;

D. Permittee's execution and delivery of this Permit and the performance of its obligations hereunder do not and will not constitute or result in a default under, a breach of violation of, or the creation of any lien or encumbrance, on any of its property under its charter or bylaws (or equivalent organizational documents), or any other agreement, instrument, law, ordinance, regulation, judgment, injunction or order applicable to it or any of its property;

E. All consents, authorizations and approvals requisite for its execution, delivery and performance of this Permit have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental Commission or regulatory body is required for such execution, delivery or performance; and

F. There is no proceeding pending or threatened against Permittees at law or in equity, or before any governmental instrumentality or in any arbitration, which would materially impair its ability to perform its obligations under this Permit, and there is no such proceeding pending against it which purports or is likely to affect the legality, validity or enforceability of this Permit.

SECTION 20. FORCE MAJEURE

A. Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Permit due to causes beyond the control of that party, including but not limited to, strikes, boycotts, labor disputes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental Commission, weather conditions, flood riots, rebellion, sabotage or other circumstances for which such party is not responsible or which are not in its power to control.

SECTION 21. PERMITTEE'S DEALINGS WITH THE COMMISSION

A. Whenever in this Permit the Permittee is required or permitted to obtain the approval of, consult with, give notice to or otherwise deal with the Commission, the Permittee shall deal with the Commission's authorized representative, and, unless or until the Commission shall give Permittee written notice to the contrary, the Commission's authorized representative shall be its Business Manager.

SECTION 22. INDEPENDENT CONTRACTOR

A. It is understood and agreed that nothing herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto or of creating a joint venture, or as establishing Permittee as the agent, representative, or employee of the Commission for any purpose or in any manner whatsoever.

B. Permittee is to be, and shall remain, at all times, an independent contractor with respect to all services (including the pre-arranged ground transportation provider) performed under this Permit.

SECTION 23. NO WAIVERS

A. Every provision herein imposing an obligation upon the Permittee is a material inducement and consideration for the execution of this Permit. No waiver by the Commission of any of the terms, covenants or conditions of this Permit, or noncompliance therewith, shall be deemed as a

waiver at any time thereafter of the same or any other term, covenant or condition herein contained, nor the strict and prompt performance thereof. No delay, failure or omission of the Commission to exercise any right, power, privilege or option arising from any default shall impair any such right, power, privilege or option, nor be construed as a waiver of any such default or acquiescence therein. No notice by the Commission shall be required to restore or revive time as being of the essence hereof after waiver by the Commission of default in one or more instances.

SECTION 24. PERMIT DISPUTES

A. Dispute Resolution

1. Permittee and any ground transportation driver penalized under Section 27 must submit all claims relating to the authorization to operate at the Airport, in writing, to the Executive Director of the Commission within five (5) days of the discovery of the occurrence allegedly giving rise to such claim. Any claim not timely submitted to the Executive Director is deemed to be waived.

2. The Executive Director shall respond to such written claim within five (5) business days of the receipt of the claim by either: (i) making a written determination with respect to the claim, or (ii) making a written request for additional information. If requested, Permittee shall provide all requested additional information within seven (7) business days of the date of the Executive Director's request, or the claim is waived. Thereafter, the Executive Director shall make a written determination with respect to the claim within fifteen (15) business days after receipt of the additional information. The decision of the Executive Director shall be final and conclusive unless appealed by Permittee or ground transportation driver within thirty (30) business days to either the General District or Circuit Court for the City of Roanoke, as appropriate, and is found by such court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The General District or Circuit Court for the City of Roanoke has exclusive jurisdiction and venue with respect to all disputes arising from or under this Permit, regardless of the nature or basis.

3. Permittee shall diligently continue performance of this Permit, including as may be directed by the Executive Director, regardless of whether such dispute is pending or on appeal, and regardless of the outcome of such dispute or appeal.

B. Situs and Service of Process. Permittee agrees that all actions or proceedings arising out of this Permit shall be litigated only in the General District or Circuit Court of the City of Roanoke and Permittee hereby consents to the jurisdiction and venue of the aforesaid court and waives personal service of any and all process upon the Permittee herein, and consents that all such service or process shall be made by certified mail, return receipt requested, directed to the Permittee at the address herein stated, and service so made shall be complete two (2) business days after the same shall have been mailed as aforesaid.

SECTION 25. VIRGINIA FREEDOM OF INFORMATION ACT.

A. Except as provided by applicable law, including, without limitation, the Virginia Freedom of Information Act, any information that Permittee makes available to the Commission pursuant to this Agreement is deemed to be confidential and proprietary information ("Permittee's confidential information"), regardless of whether the records are marked as such, and shall not be disclosed to anyone without Permittee's express written permission unless required to be disclosed by applicable law or a court order. Permittee recognizes that books and records regarding its operations under this Permit may

be subject to disclosure under the Virginia Freedom of Information Act, Va. Code § 2.2-3700, *et seq.* (“FOIA”). The Commission will only disclose such records in accordance with FOIA and the Code of Virginia provisions regulating ground transportation providers. The Commission understands that Permittee may contend that certain information that Permittee submits to the Commission, including but not limited to the ground transportation driver identification (collectively, “Confidential Information”) is a trade secret not subject to this disclosure. In the event that Commission lacks sufficient information to determine whether such information is a trade secret for purposes of FOIA, and if the Commission receives a third party request for the Permittee’s Confidential Information under the FOIA, the Commission will promptly notify Permittee of such request so that Permittee may seek court intervention concerning the potential disclosure of such Confidential Information. The Commission will comply with the applicable legal disclosure requirements that are required by court order or applicable law.

B. Permittee agrees to defend, indemnify and hold harmless the Commission and its commissioners, officers, officials, directors, employees, and agents, from any claims, liability or damages, including reasonable attorneys’ fees and court costs, against the Commission and to defend any actions brought against the Commission for the Commission’s refusal to disclose Permittee’s Confidential Information to any party. Permittee further agrees to defend any such actions brought against the Commission. Permittee expressly waives all causes of action for damages and recourse whatsoever against the Commission and its commissioners, officers, officials, directors, employees, and agents for the Commission’s decision to disclose records or other materials, including but not limited to, Confidential Information submitted by Permittee to the Commission when the Permittee has been provided with notice and the opportunity to intervene as set forth herein.

SECTION 26. RECORDKEEPING AND REPORTING REQUIREMENTS.

A. Permittee shall comply with the recordkeeping and reporting requirements set for in the Virginia Code and the Commission shall have all rights conferred under those sections.

SECTION 27. VIOLATIONS BY PERMITTEE DRIVERS.

A. Permittee and Permittee’s ground transportation drivers must abide by all policies and rules contained herein, including without limitation, all of the terms and conditions of this Permit and the Rules and Regulations of the Commission. Permittee may be notified of ground transportation drivers affiliated with Permittee who have been warned but continue to violate this Permit, or the Commission’s Rules and Regulations, including but not limited to, parking or traffic violations. Permittee agrees to prohibit any such driver from accepting trip requests or operating at the Airport under Permittee’s authorization or as a Permittee driver. The Commission reserves the right to immediately suspend the operating privileges of any ground transportation driver accused of committing any crime, whether felony or misdemeanor, while on Airport property, while transporting a passenger for drop-off at the Airport or while transporting a passenger after pick-up at the Airport, and, upon reasonable notice, Permittee agrees to immediately prevent and prohibit any suspended ground transportation driver from accepting trip requests through the ground transportation suspension period and may be subject to legal action. A ground transportation driver found operating during any suspension period will be subject to legal action. A ground transportation driver may dispute any allegation or proposed penalty under this section in accordance with Section 24 of these Terms and Conditions.

SECTION 28. MISCELLANEOUS.

A. Entire Agreement. This Permit constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings.

B. No Third Party Beneficiaries. There are no third party beneficiaries to this Permit.

C. Survival of Indemnities. The expiration or earlier termination of this Permit shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Permit, nor shall it affect any provision of this Permit that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Permit, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision, even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee.

D. Limitation on Damages. Notwithstanding anything to the contrary herein, in no event will the Commission be liable to Permittee or any ground transportation driver for any consequential, incidental, or special damages, or lost revenues or lost profits.

E. Counterparts. This Permit may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

EXHIBIT B

Geo-Fence Boundaries



EXHIBIT C

The holding area is the Cell Phone Lot



EXHIBIT D

