

## **ATTACHMENT A**

### **Section 8.01.020 Definitions**

Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the following terms used in the Rules and Regulations shall have the following definitions, whether or not such terms are capitalized:

"2013 CPUC Decision" shall mean CPUC Decision 13-09-045 (September 19, 2013), as amended from time to time.

"Access Fee" shall mean the fee each Off-Airport Parking Operator shall pay to the Port, as set forth in Section 8.01.100 I., in exchange for the right to access passengers arriving at the Airport,

"ADA" shall mean the Americans with Disabilities Act, 42 USC § 12101, et seq., as amended from time to time.

"Additional Insureds" shall mean the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees, and their successors and assigns.

"Administrative Fines" shall mean the administrative fines that may be imposed against a PVS Permit Holder, Shared Vehicle Owner, or Shared Vehicle Driver pursuant to Section 8.01.100 L. and Table 8.01.190 H. (Violations and Remedial Actions for Personal Vehicle Sharing Violations).

"Administrative Process" shall mean the notice and appeal process established in Section 8.01.130 by which violations of the Rules and Regulations will be enforced.

"Affiliate" shall mean any entity that controls, is controlled by, or is under common control with a PVS Permit Holder.

"Air Operations Area" shall mean that portion of the Airport, specified in the Airport Security Program, in which security measures specified in 49 CFR Part 1500, et seq., and Safety Directive 406.2, as may be amended from time to time and as incorporated herein by this reference, are in effect and enforced; this area includes all Movement Areas, Ramps, and safety areas for use by Aircraft regulated under 49 CFR Parts 1544 or 1546, and any adjacent areas (including general aviation areas) that are not separated by adequate security systems, measures, or procedures, and includes any area of the Airport used or intended to be used by Aircraft for landing, takeoff or surface maneuvering.

"Aircraft" shall mean any contrivance now known or hereafter designed, invented or used for powered or non-powered flight in the air; for the purpose of this definition a helicopter is included, but an ultralight vehicle (as defined in 14 CFR Part 103) is not included.

"Airline Operating Agreement" shall mean that contract between the Port and a Commercial Aviation Operator operating at the Airport relating to the Commercial Aviation Operator's operations at the Airport; commercial Aviation Operators operating within the Terminal Complex may also enter into a Space/Use Permit with the Port, which is deemed to be an addendum to the Airline Operating Agreement.

"Airport Customer" shall mean any person who makes a reservation for Vehicle Sharing through a Platform for delivery of a Shared Vehicle at the Airport, regardless of whether the Shared Vehicle is ultimately delivered on Airport property.

"Airport Directives" shall mean, collectively, any rules, regulations, or requirements made by the Board, and other written directives or, in the event of an emergency, oral instructions followed by a written directive, issued or authorized by the Director or Assistant Director.

"Airport Gross Receipts" (Applies to Off-Airport Rental Car Operations, Section 8.01.100 H.) shall mean Gross Receipts (as defined herein and in Section 8.01.100 K. (Gross Receipts for Off-Airport Vehicle Operations)) derived from any rental of an Automobile to a customer who, at any Customer Facility of the Off-Airport Rental Car Operator, either: (a) executes an agreement to rent an Automobile from the Off-Airport Rental Car Operator, or (b)

takes delivery of an Automobile rented from the Off-Airport Rental Car Operator; excepting, however, that any Automobile delivered to a customer from the Off-Airport Rental Car Operator that the Off-Airport Rental Car Operator demonstrates to the reasonable satisfaction of the Director, or his or her designee, was delivered in substitution for an Automobile for which such customer had previously both entered into an agreement to rent an Automobile at a location other than at the Airport or any Customer Facility subject to the Rules and Regulations (and the Off-Airport Rental Car Operator provides to the Port a copy of such agreement) and initially took delivery of such Automobile at a location outside of the Airport and not at any Customer Facility subject to the Rules and Regulations.

The Port shall presume that ninety-five percent (95%) of all Gross Receipts of the Off-Airport Rental Car Operator at any Customer Facility of the Off-Airport Rental Car Operator located off the Airport are Airport Gross Receipts unless the Off-Airport Rental Car Operator demonstrates otherwise to the satisfaction of the Director; such ninety-five percent (95%) presumption shall apply, without limitation, for purposes of the Receipts Reports and payment requirements and certification requirements of the Off Airport Rental Car Privilege Fee; one hundred percent (100%) of all Gross Receipts of an Off-Airport Rental Car Operator at any Customer Facility of the Off-Airport Rental Car Operator located on the Airport shall constitute Airport Gross Receipts.

In order to establish that less than ninety-five percent (95%) of all Gross Receipts earned at any Customer Facility of the Off-Airport Rental Car Operator located off the Airport, are Airport Gross Receipts, the Off-Airport Rental Car Operator, at a minimum, shall segregate and maintain all rental agreements made with local residents and shall demonstrate to the satisfaction of the Director that such local residents have a valid California driver's license bearing a home address with one of the zip codes set forth below; Gross Receipts from rental agreements made with a local resident who rents an Automobile from any Customer Facility of the Off-Airport Rental Car Operator located off of the Airport and who has a valid California driver's license bearing a home address with one of the following zip codes, shall not be included in Airport Gross Receipts: 94501, 94502, 94577, 94578, 94579, 94580, 94601, 94602, 94603, 94605, 94606, 94607, 94608, 94609, 94610, 94611, 94612, 94613, 94618, 94619, 94621, 94625, 94626, 94627.

"Airport Ground Traffic Regulations" shall mean the provisions of the Americans with Disabilities Act (42 USC § 12101, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 701, et seq.), the California Vehicle Code, Title 13 of the California Code of Regulations, and Chapter 10.56 of the City Municipal Code applicable to Vehicles at the Airport.

"Airport Permit" shall mean the permit issued by the Port permitting a Qualified Operator to offer Ground Transportation Services or a Qualified Taxicab Operator to offer Taxicab Services on the Airport, as applicable.

"Airport Permittee" shall mean any entity that is conducting an Automobile rental operation at the Airport.

"Airport Property" shall mean the Airport and all property, facilities, roadways, parking areas, terminals, and other areas owned, operated, managed, or controlled by the Port at or for the Airport.

"Airport Security Badge" shall mean a Port-issued identification badge, controlled keys (such as 4AAA1 and CyberLock keys), and/or PIN or cipher codes for access to the Airport.

"Airport Security Program" shall mean those procedures, programs and rules established, implemented and maintained for security purposes of the Airport pursuant to rules and regulations of the TSA, FAA and Airport Directives, including, without limitation, 49 CFR Parts 1520, 1542, 1544 and 1546; 14 CFR Part 139; and the Airport's Security Program approved by TSA; the Airport Security Program is a program separate from the Rules and Regulations; however, violations of the Airport Security Program are enforceable by the Port pursuant to the Rules and Regulations, as described in Sections 8.01.040, 8.01.120, and 8.01.130.

"Airport Taxi Permit" shall mean the permit issued by the Port permitting a Qualified Operator to offer Ground Transportation Services or a Qualified Taxicab Operator to offer Taxicab Services on the Airport, as applicable.

"Airside Operations Manager" shall mean the person employed by the Port with the responsibility to manage all Airport operations within the AOA, or his or her designee; if such a person does not exist, "Airside Operations Manager" shall mean the Assistant Director.

"Airside Safety Regulations" shall mean the mandates identified in the Airside Safety Violation Tables 8.01.170 A.— 8.01.170 E. set forth in Section 8.01.170 and all associated Airside Safety Directives, in particular Safety Directive 406.2, and any requirements conveyed through Port-provided training, regulations and guidance documents.

"Alternative Disposition" shall mean any alternative disposition proposed by the Authorized Party at an Informal Resolution Meeting for consideration by the alleged violator.

"Alternative Fuel Vehicles" shall mean Vehicles powered by natural gas, propane, ethanol, methanol, gasoline (when used in hybrid electric Vehicles only), hydrogen, electricity, fuel cells, or advanced technologies that do not rely on gasoline or diesel fuel or that are powered by a combination of two (2) or more alternate fuels; Alternative Fuel Vehicles include "hybrid" or "bi-fuel" Vehicles powered in part by petroleum gasoline and Vehicles converted from one powered by petroleum gasoline; Bi-fuel Vehicles must have separate fuel tanks to be considered as an Alternative Fuel Vehicle.

"Annual Report" shall mean an unqualified fiscal year-end financial report certified by an independent Certified Public Accountant or, only if the Off-Airport Rental Car Operator's financial statements have not been reviewed by an independent Certified Public Accountant, a fiscal year-end financial report certified under the pains and penalties of perjury by the Off-Airport Rental Car Operator's chief financial officer, if such officer is approved by the Director, and if not so approved, by another officer of the Off-Airport Rental Car Operator approved by the Director, showing Airport Gross Receipts and Gross Receipts achieved by the Off-Airport Rental Car Operator with respect to the prior Ordinance Period.

"AOA" shall mean the Air Operations Area.

"Assistant Director" shall mean the person designated as the Assistant Director of Aviation and acting under the direction of the Director, or his or her designee.

"Authorized Party" shall mean any of the four (4) groups of persons authorized to issue and administer NOVs, as more specifically defined in Section 8.01.130 A.1.

"Authorized Signer" shall mean an individual authorized by the Airport to approve another individual's right to hold an Airport Security Badge.

"Automobile" (for purposes of Section 8.01.100 H. - Airport Rental Car only) shall mean any passenger motor vehicles, including pickup trucks, vans, sports utility vehicles and station wagons; for purposes of Section 8.01.100 H., the term Automobile as used in Section 8.01.100 H. shall not include trucks (except pickup trucks) or motorcycles.

"Automobile" (for purposes of Section 8.01.100 I. - Airport Off-Airport Parking Operations) shall mean any passenger Motor Vehicles, including pickup trucks, all other trucks, vans, sport utility vehicles, station wagons, motorcycles and any other Vehicle left on the Off-Airport Parking Operator's premises from whom customers are transported to the Airport or picked up from the Airport.

"Aviation Security Manager" shall mean the person designated from time to time by the Director to hold such position at the Airport, or his or her designee, including Port Aviation Security personnel and Port Operations personnel.

"Badge Sponsor" shall mean the entity for which an individual requires an Airport Security Badge.

"Baggage Claim" shall mean the baggage claim area within the Terminal Complex.

"Business Day" or "business day" shall mean any day that is neither a Saturday, a Sunday, nor a day observed as a holiday, non-operating day, or non-working day by the Port.

"Cannabis" shall have the same meaning as set forth in the Medical Cannabis Regulation and Safety Act (California Business and Professions Code § 19300 et seq.), as it may be amended.

"CFC" or "CFCs" shall mean the Customer Facility Charge required to be imposed by the Off-Airport Rental Car Operator pursuant to Chapter 5.05 of this Code.

"CFR" shall mean Code of Federal Regulations.

"Charter Party Carrier" shall mean a Class A charter party carrier, as defined in California Public Utilities Code § 5383, and permitted under California Public Utilities Code § 5384(b), as such sections may be amended, that provides transportation only on a prearranged basis using Vehicles that accommodate less than fifteen (15) passengers and that operate pursuant to certificates or permits issued by the CPUC under the authority of the Passenger Charter-Party Carrier Act, as such Act may be amended; "Charter Party Carrier" shall include, but is not limited to, Persons operating limousines, sedans and door-to-door shuttle vans that accommodate less than fifteen (15) passengers and that only operate on a prearranged basis by the means of a waybill.

"Checklist" shall mean the Vehicle and Equipment Checklist established and amended from time to time by the Airport in its sole discretion and used by the Air Operations Manager to determine whether the GSE is eligible for a Ramp Permit.

"Chief of Police" shall mean the City's duly appointed and acting Chief of Police or his or her designee.

"City Municipal Code" shall mean the City of Oakland Municipal Code, as amended and in effect from time to time.

"City Taxi Ordinance" shall mean the City's Taxicab Standards Ordinance, Chapter 5.64 of the City Municipal Code, as amended, or such successor ordinance.

"Commercial" shall mean that which relates to the exchange, trading, buying, hiring, advertising, solicitation, promotion or selling of commodities, goods, services, information or tangible or intangible property of any kind, or any revenue-producing activity on the Airport, excepting any activity undertaken directly by the Port.

"Commercial Aviation Operators" shall mean all operators of Aircraft for Commercial purposes at the Airport;

"Commercial Soliciting" shall mean Commercial activity consisting of the oral or written request for funds, signatures or any thing of value conducted by a Person to or with passers-by in a continuous and repetitive manner, including without limitation offering any property for sale.

"Commercial Vehicle" shall mean any Motor Vehicle for carrying or conveying passengers for Commercial purposes, including any passenger stage having to obtain a certificate of convenience and necessity from the CPUC pursuant to California Public Utilities Code § 1031 and Passenger Charter Party Carriers as defined in California Public Utilities Code § 5353, et seq.

"Commencement Date" shall mean the date on which a PVS Permit is effective, as specified in the PVS Permit or written approval issued by the Director, provided that all conditions precedent required by Section 8.01.100 L. or the PVS Permit have been satisfied in the Director's discretion.

"Common Use Busing System" shall mean the busing system operated by or on behalf of the On-Airport Rental Car Companies pursuant to their agreements with the Port.

"Construction Period" shall mean any time period during which the Assistant Director determines that there are current and ongoing construction projects on Airport property.

"Control Tower" shall mean an Airport Traffic Control Facility located at the Airport and operated by or on behalf of the FAA.

"Courtesy Vehicle" shall mean a Commercial Vehicle holding an Airport Permit issued by the Port, operated by an off-Airport operator, for carrying customers, without imposition of a separate fee or charge, within the Airport or to and from the Airport from and to points or places off the Airport and shall include but not be limited to any Hotel Courtesy Vehicle, any Parking Courtesy Vehicle, or any Rental Car Courtesy Vehicle.

"CPUC" shall mean the Public Utilities Commission of the State of California.

"Customer Facility" shall mean any facility operated by an Off-Airport Rental Car Company for the processing and/or servicing of, or for the delivery of rental Vehicles to, its customers located within the Rental Car Radius.

"Designated Areas" shall mean areas designated from time to time by the Director for the Permitted Operations under a PVS Permit. The Designated Areas may be identified in a PVS Permit, Airport Directive, map, written notice, or other direction issued by the Director.

"Designated Ground Transportation Area" shall mean the area or areas of the Airport designated by the Landside Operations Manager for the loading and unloading of passengers from Ground Transportation Vehicles, as such area or areas may be separately designated among the Ground Transportation Services.

"Designated North Field Area" shall mean the bus stops in the North Field designated by the Landside Operations Manager for the loading and unloading of passengers from Rental Car Courtesy Vehicles and used by the Common Use Busing System to serve the Rental Car Facility and the Terminal Complex.

"Designated Taxicab Pick Up Area" shall mean the area or areas of the Airport designated by the Landside Operations Manager for the pickup of Taxicab customers.

"DHS" shall mean the United States Department of Homeland Security.

"Director" shall mean the Director of Aviation employed by the Port or, in his or her absence, the Assistant Director.

"Discovery Request" shall mean a request of the alleged violator, or his or her counsel, made within five (5) business days of receiving the Hearing Notice, to have reasonable access to evidence, reports, records of the Port and requested testimony relating to the violations alleged in the NOV no later than five (5) business days in advance of the hearing date, or as otherwise agreed upon by both the Authorized Party and the alleged violator; provided, however, that Aviation Security shall not be required to share or provide any access to evidence (e.g., access control logs, recordings, or transcript testimony etc.) that may be considered sensitive security information as defined and regulated by 49 CFR Parts 15 and 1520 or Protected Video).

"Driver" shall mean a Person possessing appropriate California license(s) and employed by or associated with a Permit Holder to operate a Ground Transportation Vehicle or at the Airport or employed by a Qualified Taxicab Operator to operate a Taxicab or a Person who is the owner and operator of a Passenger Stage Sub Carrier.

"Driver Identification Badge" shall mean the badge to be issued by a Qualified Operator to each Driver containing the name and photograph of the Driver.

"Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order, or requirement relating to industrial hygiene, environmental conditions, air quality, storm water, or Hazardous Materials, whether now in effect or hereafter adopted, including, without limitation, the Environmental Provisions codified in Chapter 9.01, and any other applicable provisions in the Code.

"Environmental Provisions" shall mean the environmental provisions codified in Chapter 9.01, as amended from time to time.

"Equipment" shall mean GSE other than Vehicles.

"Event of Default" shall mean any event specified in Section 8.01.100 L.9.a. (Events of Default).

"Excluded TNC Driver" shall mean any TNC Driver whose Airport driving privileges have been revoked pursuant to the Rules and Regulations.

"Exempt Qualified Operator" shall mean a Qualified Operator that is not the operator of a Courtesy Vehicle, that does not operate any Vehicle over thirty (30) feet long on the roadways of the Airport, and that makes no more than one hundred twenty (120) trips to or from the Airport in any calendar year (based on a trip as set forth in Section 8.01.100 G.1.); if an Exempt Qualified Operator makes more than one hundred twenty (120) such trips in any calendar year, then on the date of the one hundred twenty-first (121<sup>st</sup>) of such trips the Qualified Operator will cease to be an Exempt Qualified Operator, will be treated as a Qualified Operator, and will become obligated to pay all additional fees owed by Qualified Operators, including the Airport Permit Application Fee, security deposit, and trip fees.

"FAA" shall mean the United States Department of Transportation, Federal Aviation Administration, and any federal agency succeeding to its duties and powers.

"Federal Air Marshal" shall mean licensed members of the Federal Air Marshal's Service within TSA.

"Federal Flight Deck Officer" shall mean a flight crewmember duly authorized and trained as a Federal Flight Deck Officer by TSA.

"Feral Animal" shall mean an animal that is existing in a wild or untamed state.

"Finder" shall mean any person finding lost Articles at the Airport.

"Firearm" means any Weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such Weapon; any firearm muffler or firearm silencer; or any machine gun.

"First Notice" shall mean the first written notice delivered by the Assistant Director of a failure to keep, perform, or observe any promise, covenant, or agreement set forth in the Rules and Regulations.

"First Year's Minimum Annual Guarantee" shall mean the minimum guaranteed sum which shall be paid by each Off-Airport Rental Car Company commencing on the Off-Airport Rental Car Effective Date and continuing through the end of the first Ordinance Period.

"Geo-Fence" shall mean a virtual perimeter of the TNC Airport Property.

"GPS" shall mean Global Positioning System.

"Gross Receipts" (for purposes of Off-Airport Rental Car - Section 8.01.100 H.): shall mean all amounts billed or received by the Off-Airport Rental Car Operator, any affiliate of the Off-Airport Rental Car Operator or any subcontractor of the Off-Airport Rental Car Operator as further defined in Section 8.01.100 K. (Gross Receipts for Off-Airport Vehicle Operations).

"Gross Receipts" (for purposes of Off-Airport Parking Operations - Section 8.01.100 I.): shall mean all amounts billed or received by the Off-Airport Parking Operator, any affiliate of the Off-Airport Parking Operator, or any subcontractor of the Off-Airport Parking Operator as further defined in Section 8.01.100 K. (Gross Receipts for Off-Airport Vehicle Operations).

"Gross Revenue" shall mean all sums paid or payable to the PVS Permit Holder, including payments to Shared Vehicle Owners, for providing vehicles to Airport Customers and for all ancillary activities allowed under the PVS Permit or Section 8.01.100 L. (if any), except for sums specifically excluded from Gross Revenue in this definition, regardless of how any sum may be represented to the Airport Customer, how or where the PVS Permit Holder received the order for the Vehicle Sharing transaction, where the vehicle is obtained, or where the Shared Vehicle is returned. Such sums shall include transactions made at the Airport, or at an off-Airport location if such transactions are made with Airport Customers that are either picked-up or dropped-off by the Shared Vehicle Owner, or their agents, at the Airport. Such sums are considered Gross Revenues even though payment and/or delivery of the Vehicle occurs off-Airport. Without limitation, Gross Revenue includes any revenue derived by the PVS Permit Holder from Vehicle Sharing, including: (a) charges for any time and mileage for Vehicle Sharing services, GPS and other electronic devices, ski/bike racks, luggage racks, child/infant seats or restraints, additional driver fees and all other transactions and charges of whatever nature derived from or incidental to the PVS Permit Holder's operation under the PVS Permit; (b) charges for insurance or protection plan coverages offered incidental to a Vehicle Sharing agreement, including, without limitation, receipts derived from the sale of collision damage waiver, loss damage waivers, accident and personal effects insurance, or similar charges, whether separately stated or not; (c) all amounts charged to the PVS Permit Holder's Airport Customers at the commencement of the Vehicle Sharing transaction for the cost of furnishing and/or replacing fuel, including electricity for vehicle charging, provided by the PVS Permit Holder and/or Shared Vehicle Owners; (d) credits given to Airport Customers for out-of-pocket purchases for fuel, oil, emergency services, deposits, or other matters, regardless of where such purchases were made; (e) inter-city fees and drop charges paid or payable to the PVS Permit Holder; (f) all proceeds from long-term leases of vehicles picked up from any location on the Airport; (g) any amount charged by the PVS Permit Holder or Shared Vehicle Owner as a pass-through Airport percentage fee to its Airport Customers; (h) any delivery fee charges to pick-up and drop off a Shared Vehicle; (i) fees generated from Airport Customers who are picked-up and/or dropped-off by the PVS Permit Holder or its agent at the Airport; (j) all charges attributable to any vehicle originally shared at the Airport which is exchanged at any other location; and (k) fees generated from contracted services with other Airport tenants and users, or other third parties. No deduction shall be made for the payment of franchise taxes, privilege taxes levied on the PVS Permit Holder's Vehicle Sharing services, equipment, or real or personal property of the PVS Permit Holder. A PVS Permit Holder shall not exclude or deduct from Gross Revenue: (i) amounts paid by Shared Vehicle Drivers to the PVS Permit Holder and then remitted to Shared Vehicle Owners; or (ii) any discount or similar benefit accrued or provided in relation to any

credit card discount or other special or promotional program. Gross Revenue shall not be reduced by reason of any commission or other amount paid out or rebated by the PVS Permit Holder to travel agents or others with respect to any such rental or provision of insurance. Gross Revenue shall not be reduced by reason of any credit loss sustained by the PVS Permit Holder or any financing discount, which may apply by reason of the PVS Permit Holder's acceptance or use of credit cards or by reason of any other credit arrangements. Gross Revenue shall include any charge a PVS Permit Holder customarily makes for goods or services even though the PVS Permit Holder fails to actually collect such a charge. A PVS Permit Holder shall not exchange, transfer nor otherwise modify the treatment of revenue, nor rename nor reclassify any source or type of revenue, so as to deprive the Port of any revenue which would otherwise be owed it under the terms hereof. A PVS Permit Holder shall have the right to conduct all or any portion of its Airport operation on a credit basis, provided that the attendant risk of such operation shall be borne solely by the PVS Permit Holder. Only the following shall be excluded from Gross Revenue: (1) the amount of any federal, state, local sales, or tourism tax separately stated on the Vehicle Sharing agreement and collected from the Airport Customer and remitted to the taxing authority; (2) the amount of any sum received as insurance proceeds or a judicial judgment or settlement to restore damage to automobiles or other property of the PVS Permit Holder or Owners, or to restore a tangible loss, theft, or conversion; (3) amounts received from the disposal of salvage vehicles or the wholesale disposal or transfer of vehicles; (4) amounts received from Shared Vehicle Drivers as payment for traffic tickets, parking tickets, tolls, tows, and impound fees; and (5) any separately stated amounts received by a PVS Permit Holder from Shared Vehicle Drivers which are fully passed through to Shared Vehicle Owners without any mark-up or profit to the PVS Permit Holder, such as fuel replacement, smoking fees, and cleaning fees, but not including any amounts related to insurance or protection plans.

"Ground Transportation Agent" shall mean any individual, including a Starter, authorized by the Port to supervise and control Ground Transportation Vehicles at the Airport, to aid in the enforcement of Ground Transportation Regulations under Section 8.01.100, or to assist the traveling public in utilizing Ground Transportation Services.

"Ground Transportation Permit" shall have the same meaning as "Airport Permit."

"Ground Transportation Services" shall mean any of the services provided by a Charter Party Carrier, Passenger Stage Carrier, Courtesy Vehicle, a Passenger Stage Sub Carrier, or a Limousine at, to, from, or on behalf of the Airport.

"Ground Transportation Vehicle" shall mean a Vehicle operated with an Airport Permit issued to a Qualified Operator engaged in providing Ground Transportation Services at or to and from the Airport.

"GSE" shall mean Vehicles and Equipment, commonly referred to as ground support Equipment.

"GSESIP" shall mean the Ground Support Equipment Safety Inspection Program, as set forth in Section 8.01.150, which identifies the process and procedures to ensure that all Ground Support Equipment operating within the AOA are mechanically sound, safe to operate, operated safely, and appropriately located.

"GT Incident Log" shall mean the citation logbook that is maintained by the Port or its designee for any transportation-related violations under Section 8.01.100.

"Hazardous Material" or "Hazardous Materials" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a hazardous substance, or pollutant or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the Superfund law, as amended (42 USC §§ 9601 et seq.) (CERCLA), or pursuant to Section 25316 of the California Health & Safety Code; any hazardous waste listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

"Hearing Notice" shall mean the written notice of the location and date for a formal hearing provided by the Authorized Party to the alleged violator under Section 8.01.130.

"Hearing Officers" shall mean individuals designated by the Authorized Party, (as defined in Section 8.01.130) to preside over a formal hearing, pursuant to the Administrative Process established in Section 8.01.130.

"Holding Lot" shall mean one or more areas designated by the Landside Operations Manager from time to time where Ground Transportation Vehicles or Taxicabs may stage prior to moving to the Designated Ground Transportation Area or the Designated Taxicab Pick Up Area, respectively.

"Hotel Courtesy Vehicle" shall mean any Ground Transportation Vehicle operated by or on behalf of any hotel or motel located off of Airport property.

"Indemnify the Port" shall mean to fully release, discharge, save and hold harmless, defend, protect, and indemnify the Port and its commissioners, officers, employees, agents, contractors, and/or authorized representatives of and from any liability, loss, claim, suit, demand, judgment, cause of action, allegation, cost, fee, fine, expense, damage, injury, or death to any Person or their property, and/or claimed or asserted in any manner by any Person, in any way arising from any use or activity on Port property, regardless of responsibility for negligence; however, no obligation to Indemnify the Port shall arise under the Rules and Regulations when such liability, loss, claim, suit, damage, injury, or death was caused solely by the negligence or willful misconduct of the Port, its officers, or its employees; In carrying out any obligation to Indemnify the Port arising under the Rules and Regulations, such indemnity shall include the use of legal counsel acceptable to the Port Attorney, in his or her sole discretion, and shall include reimbursement for all costs attributable to the Port's legal counsel, including Port Attorney time.

"Informal Resolution Denial Letter" shall mean a letter sent to the alleged violator by the Authorized Party denying the request for an Informal Resolution Meeting.

"Informal Resolution Meeting" shall mean an informal resolution meeting with the Authorized Party and an alleged violator wishing to appeal an NOV.

"Interested Parties" shall mean the registered and legal owners at the address provided by DMV and any other person with a known interest in the Vehicle.

"Invoices" shall mean customer invoices or rental contracts stating fees charged by an Off-Airport Rental Car Operator.

"Landside Operations Manager" shall mean the person employed by the Port with the responsibility to administer the provisions of the Ground Transportation Services, Taxicab Services, ~~and~~ TNC Services, and Personal Vehicle Sharing, or his or her designee; if such a person does not exist, "Landside Operations Manager" shall mean the Assistant Director.

"Law Enforcement Officer" shall mean any officer of the Alameda County Sheriff's Office or any other person designated by the Sheriff, or any officer of the Police Department of the City or any other person authorized by the Chief of Police, or any person designated by the Director or authorized by applicable law with jurisdiction and authority to enforce applicable laws and the Rules and Regulations on the Airport.

"Laws" shall mean all applicable federal, state, and local laws ordinances, rules, regulations, and directives, as they may be amended from time to time.

"Leafleting" shall mean the repetitive or continuous distribution of Non-Profit printed or written material.

"Limousine" shall mean a sedan or sport utility vehicle, of either standard or extended length, with a seating capacity of not more than ten (10) passengers, including the driver, used in the transportation of passengers for hire on a prearranged basis at or to and from the Airport, as defined in CPUC General Order 157-E, Section 2.05 (as the applicable CPUC General Order and associated definition may be amended or superseded from time to time).

"Losses" shall mean 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.

"Manager on Duty" shall mean the person employed by the Port and so designated from time to time by the Director or Assistant Director.

"Master Fee Schedule" shall mean the master fee schedule, set forth in POAC Appendix C-3, to cover the costs of permits, licensing, regulation, fines, and penalties, as it may be amended from time to time.

"Meet and Greet Areas" shall mean areas in the Baggage Claim designated by the Airport for Meet and Greets.

"Meet and Greets" shall mean meet and greets performed by Drivers of Ground Transportation Vehicles permitted under Door-to-Door Reservation Shuttle, Scheduled or Charter Operator and Limousine Permits.

"Minimum Annual Guarantee" shall mean the minimum guaranteed sum to be paid by each Off-Airport Rental Car Operator to the Port beginning on the July 1<sup>st</sup> immediately following the first anniversary of the Off-Airport Rental Car Effective Date and on each July 1<sup>st</sup> thereafter of each Ordinance Period.

"Monthly Permit Fee" shall mean for TNC Services, a TNC Permit Holder's monthly fee, calculated as follows: (a) the number of TNC Trips conducted by the TNC Drivers for that TNC Permit Holder in one calendar month, multiplied by (b) the Per Trip Fee then in effect.

"Monthly Report" shall mean: (a) for TNC Services, the report which each TNC Permit Holder shall submit to the Port by no later than fifteen (15) calendar days after the close of each calendar month, setting forth its monthly operations for such calendar month--; and (b) for Personal Vehicle Sharing, the report which each PVS Permit Holder shall submit to the Port by no later than fifteen (15) calendar days after the close of each calendar month, setting forth its monthly operations for such calendar month and the information required under Section 8.01.100 L.

"Motor Vehicle" shall mean a self-propelled device in, upon or by which a person or property may be transported, carried or otherwise moved from point to point, except Aircraft or devices moved exclusively upon stationary rails or tracks.

"Movement Area" shall mean the runways, taxiways, and other areas of the Airport which are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of Aircraft and controlled by the Control Tower, exclusive of Ramps and Aircraft parking areas.

"Newsrack" shall mean any machine or device by means of which newspapers or other published materials are sold or distributed.

"NFPA" shall mean National Fire Protection Association.

"NOC" shall mean a Notice of Citation for a violation of any provision of the Rules and Regulations.

"Non-Concessionaire Operator" shall mean an entity that is conducting an Automobile rental operation off the Airport that has not obtained a Courtesy Vehicle Permit.

"Non-Profit Activity" or "Non-Profit" shall mean activities undertaken not for profit but for a philanthropic, religious, charitable, benevolent, humane, public interest, or similar purpose.

"North Field" shall mean that portion of the Airport generally located north of Ron Cowan Parkway and west of Airport Drive.

"NOV" shall mean a notice of violation of any provision of the Rules and Regulations.

"NOV Confirmation" shall mean the confirmation of the disposition identified in the NOV by the Authorized Party at the Informal Resolution Meeting.

"NOV Issuance Date" shall mean, for purposes of Section 8.01.130, the date that is the soonest of: the date the NOV was hand-delivered to the alleged violator, the date the alleged violator received the NOV by certified mail, or five (5) calendar days after the NOV was sent by U.S. Mail or electronic mail to the alleged violator pursuant to Section 8.01.130 A.1.

"Off-Airport Parking Operator" shall mean any Person that is engaged in the business of operating one or more parking facilities located off Airport property, including but not limited to, hotels, motels, or other businesses located off Airport property that provide parking facilities for Airport passengers, and including online or mobile-device-application-supported Vehicle sharing and/or peer-to-peer services that include the parking of Vehicles at locations off Airport property.

"Off-Airport Rental Car Company" shall mean a rental car company that is not an On-Airport Rental Car Company.

"Off-Airport Rental Car Effective Date" (for purposes of Airport Rental Car - Section 8.01.100 H.) shall mean the date of issuance of a Rental Car Courtesy Vehicle Permit under Section 8.01.100 A.13. to the Off-Airport Rental Car Operator or to any other operator of a Rental Car Courtesy Vehicle that serves any Customer Facility of the Off-Airport Rental Car Operator.

"Off-Airport Rental Car Operator" shall have the same meaning as Off-Airport Rental Car Company.

"Off-Airport Rental Car Privilege Fee" (for purposes of Airport Rental Car - Section 8.01.100 H.) shall mean, for the Ordinance Period after the Off-Airport Rental Car Effective Date, an amount equal to the greater of the First Year's Minimum Annual Guarantee or the Percentage Fee, and thereafter shall mean an amount equal to the greater of the First Year's Minimum Annual Guarantee or the Percentage Fee.

"Off-Airport Parking Trip Log" (for purposes of Off-Airport Parking Operations - Section 8.01.100 I.) shall mean all of the Off-Airport Parking Operator's receipts and revenues in connection with its operations and all vehicle logs or other records on the trips made by the Off-Airport Parking Operator's Vehicles to transport customers between the Airport and any of the Off-Airport Parking Operator's off-Airport facilities, including, but not limited to, the following information for each Courtesy Vehicle operated by each driver on each day: (a) the individual fleet vehicle number or other identifier; (b) the name of the driver operating the Courtesy Vehicle; (c) the beginning and ending time that the Courtesy Vehicle was operated by the named driver; (d) the beginning and ending odometer readings of the Courtesy Vehicle; (e) the time for each instance the Courtesy Vehicle left the parking facility and the number of passengers on board; (f) the time for each instance the Courtesy Vehicle left the Airport and the number of passengers on board; and (g) the time, mileage, and description for any trips that the Courtesy Vehicle did not make to or from the Airport from the Off-Airport Parking Operator's off-Airport facilities.

"Official Business Purpose" shall mean an activity or use of a personal bag that supports or is related to the goals, objectives and mission of the business, including actions by employees that are deemed necessary, reasonable and appropriate for company employees, including but not limited to, picking up an employee paycheck on a non-working day, meeting with a supervisor or manager on a non-working day to discuss a work-related matter, or carrying personal bags in excess of the limits established in Airport Security Directive 205.5 that are necessary for work within the South Field SIDA area, subject to the verification process established in Section 8.01.040 B.10. and subject to compliance with all other requirements of the Rules and Regulations, including in particular, the limitations on religious, charitable and political activities within the AOA and all Secured Areas and Sterile Areas as specified in Sections 8.01.110 C.2., 8.01.110 D.2., and 8.01.110 E.3.

"On-Airport Rental Car Company" shall mean a Person that leases space in the Rental Car Facility, is a member of the Committee overseeing such Rental Car Facility, and is a party to an agreement with the Port authorizing it to conduct an automobile rental business concession at the Airport.

"Ordinance Period" (for purposes of Airport Rental Car - Section 8.01.100 H.) shall mean the initial period from the Off-Airport Rental Car Effective Date up to, but not including, the July 1<sup>st</sup> immediately following the first anniversary of the Off-Airport Rental Car Effective Date and each twelve (12) month period thereafter commencing July 1 through and including June 30.

"Park" or "Parked" shall mean to put or leave or let a Vehicle or Aircraft stand or stop in any location whether the operator thereof leaves or remains in such Vehicle or Aircraft when such standing or stopping is not required by traffic controls or conditions beyond the control of the operator.

"Parking Courtesy Vehicle" shall mean Ground Transportation Vehicle operated by or on behalf any Off-Airport Parking Operator.

"Partially Exempt Qualified Operator" shall mean a Qualified Operator that is not the operator of a Courtesy Vehicle, that does not operate any Vehicle over thirty (30) feet long on the roadways of the Airport, and that makes no more than sixty (60) trips to or from the Airport in any calendar year (based on a trip as set forth in Section 8.01.100 G.1.); if a Partially Exempt Qualified Operator makes more than sixty (60) such trips in any calendar year, then on the date of the sixty-first (61<sup>st</sup>) of such trips the Qualified Operator will cease to be a Partially Exempt Qualified Operator and will be treated as an Exempt Qualified Operator, and shall comply with all obligations of an Exempt Qualified Operator, including paying the full application fee for the Exempt Qualified Operator.

"Participant" shall mean any Person permitted under Section 8.01.110 F. to Leaflet, Solicit, Picket, display signs or otherwise attempt to communicate their view to other users of the Airport.

"Passenger Stage Carrier" shall mean a passenger stage corporation, as such term is defined in California Public Utilities Code § 226, pursuant to certificates and permits issued by the CPUC under the authority of Article 2 (commencing with Section 1031) of Chapter 5 of Part 1 of Division 1 of the California Public Utilities Code as such sections may be changed or amended; a "Passenger Stage Carrier" shall include, but not be limited to, a Person

operating transportation between fixed termini or over a regular route or at fixed regular schedules such as scheduled door-to-door shuttle vans.

"Passenger Stage Sub Carrier" shall mean a Person who holds a TCP Permit from the CPUC and who has entered into an agreement with a Passenger Stage Carrier to own and operate one or more Ground Transportation Vehicles under the direction, supervision, and control of such Passenger Stage Carrier; and is subject to all applicable rules and regulations of the CPUC and the Rules and Regulations applicable to a PSC Permit.

"Percentage Fee" (for purposes of Airport Rental Car - Section 8.01.100 H.) shall mean an amount equal to nine percent (9%) of the Off-Airport Rental Car Operator's Airport Gross Receipts.

"Permit Holder" shall mean a Qualified Operator or a Qualified Taxicab Operator to which one or more Airport Permits or Airport Taxi Permits have been issued.

"Permit Period" shall mean the effective period of the Airport Permit, Airport Taxi Permit, TNC Permit, and TNCPVS Permit, respectively, as such periods are established in the sole discretion of the Landside Operations Manager for each type of permit; the Landside Operations Manager, in his or her sole discretion, may amend the effective periods of Airport Permits, Airport Taxi Permits, and/or TNC Permits, and/or PVS Permits to be issued in the future provided that any then-existing Permit Holders, TNC Permit Holders, or TNCPVS Permit Holders, as applicable, shall be notified in writing at least ninety (90) days prior to the date such amendments take effect; for Exempt Qualified Operators and Partially Exempt Qualified Operators, "Permit Period" shall be the calendar year.

"Permitted Drivers" shall mean the Taxicab Permit Holder's drivers identified in the application for Airport Taxi Permit.

"Permitted Operations" shall mean those operations authorized under Section 8.01.100 L.3.a. and the applicable PVS Permit.

"Personal Bag Limits" shall mean all size, number, and type requirements and limitations, as established in Airport Security Directive 205.5, as may be amended from time to time, for personal bags carried within the South Field SIDA.

"Personal Vehicle Sharing" shall mean the sharing of Vehicles by Shared Vehicle Owners with Shared Vehicle Drivers through a Platform in exchange for financial consideration.

"Personal Vehicle Sharing Program" shall mean a person or entity that for monetary compensation facilitates sharing passenger vehicles to the public, including a peer-to-peer internet website, application, or other platform that connects a vehicle owner with a vehicle driver to facilitate sharing a vehicle for consideration, and includes a personal vehicle sharing program as defined in California Insurance Code § 11580.24, as amended from time to time.

"Picketing" shall mean the display of placard signs as part of participating in a picket line as a picket or taking part in any labor or other form of demonstration, protest or expression of Non-Profit speech; "Picketing" does not include any Commercial activity, including without limitation Commercial Solicitation.

"Platform" shall mean the website, mobile application, or other platform of a PVS Permit Holder for the sharing and delivery of Shared Vehicles for financial consideration.

"Port Entities" shall mean the Port, its commissioners, directors, officers, and employees, and their successors and assigns.

"Previous Permit Holder" shall mean a Permit Holder whose Airport Permit(s) were terminated or cancelled by the Port or surrendered by the Permit Holder.

"Private Vehicle" shall mean a Motor Vehicle transporting persons or property for which no charge is paid directly or indirectly by the passenger or by any other entity; in no instance shall a Courtesy Vehicle be considered as a Private Vehicle.

"Privilege Fee" shall ~~have mean:~~ (a) for purposes of Airport Rental Car - Section 8.01.100 H., the same meaning as Off-Airport Rental Car Privilege Fee-; and (b) for purposes of Personal Vehicle Sharing - Section 8.01.100 L., the monthly privilege fee payable by a PVS Permit Holder under Section 8.01.100 L.4.a.

"Program" shall mean Section 8.01.150 which contains the Ground Support Equipment Safety Inspection Program which sets safety and operational standards for Vehicles and Equipment.

"Prohibited Activities" shall mean the activities prohibited under Section 8.01.100 L.3.e. and the applicable PVS Permit.

"Protected Video" shall mean video footage that may be considered sensitive security information as defined and regulated by 49 CFR Parts 15 and 1520 and/or video that would be exempt from disclosure under the Public Records Act.

"PSC" shall mean Passenger Stage Carrier.

"PSC Permit" shall mean a permit issued by the CPUC to a Qualified Operator to operate a Passenger Stage Carrier.

"Public Disclosure Authorities" shall mean court orders and/or applicable law, including the Public Records Act and/or Chapter 2.06 of this Code concerning disclosure of information within the custody or control of the Port.

"PVS Books and Records" shall mean all books, records, including all accounting records, accounts, and reports relating to operations under a PVS Permit and to any other matters covered by the Rules and Regulations, as well as records related to any Shared Vehicle Owner, Shared Vehicle Driver, Shared Vehicle, Reservation, or Platform use in connection with Personal Vehicle Sharing at the Airport, and internal or third-party information system reviews, audits or specialized testing performed relating to a PVS Permit Holder's operations under its PVS Permit and to any other matters covered by the Rules and Regulations; the specific reports and format required for PVS Books and Records may be amended from time to time upon express approval of the Port.

"PVS Permit" shall mean the permit issued by the Port permitting a Personal Vehicle Sharing Program to offer Personal Vehicle Sharing at the Airport.

"PVS Permit Holder" shall mean a Personal Vehicle Sharing Program to which a PVS Permit has been issued.

"PVS Security Deposit" shall mean the security deposit that each PVS Permit Holder shall deliver to the Port in a form acceptable to the Director in the amount set forth in the Master Fee Schedule.

"Qualified List" shall mean a list of Airport Permit applicants who have submitted complete applications and the date and time of such completed submission in the order of priority which shall be maintained by the Landside Operations Manager.

"Qualified Operator" shall mean a Passenger Stage Carrier, Passenger Stage Sub Carrier, operator of a Courtesy Vehicle or a Limousine.

"Qualified Taxicab Operator" shall mean a Person to whom the City has issued a Taxi Medallion, or a Person who has entered into a lease with a Person who has been issued a validly issued Taxi Medallion, and who actually is in possession of the Taxi Medallion issued.

"Ramp" shall mean those areas of the Airport within the AOA designated for the loading, unloading, servicing or parking of Aircraft.

"Ramp Permit" shall mean a permit issued by the Director or Assistant Director granting permission to operate or be operated within the AOA, or a designated portion thereof, subject to the requirements of the Rules and Regulations.

"Related Party" shall mean, with respect to a PVS Permit Holder, any of the PVS Permit Holder's Affiliates and any partner, officer, employee, agent, and advisor of the PVS Permit Holder and/or of any Affiliate of the PVS Permit Holder.

"Receipt" shall mean a card or computer-generated receipt in the form specified by Port to be furnished by the Driver upon demand by any passenger after payment of the fare; The receipt shall state the name of the Driver, the name of the Permit Holder, the amount of the fare, the amount paid by the passenger, the tip amount, and the date and time of the transaction.

"Receipts Report" shall mean the report that shall be furnished to the Port by each Off-Airport Rental Car Operator which shall be a true and complete report and account, with a copy in electronic form, in a form acceptable to the Director, certified under the pains and penalties of perjury to be correct by an authorized representative of the

Off-Airport Rental Car Operator, of the Off-Airport Rental Car Operator's Gross Receipts, Airport Gross Receipts, transactions and, if requested in writing by the Director, transaction days, during the preceding calendar month, and separately identifying all receipts derived by the Off-Airport Rental Car Operator during such month which have been excluded from the computation of Gross Receipts and identifying the Customer Facility at which such excluded Gross Receipts were derived together with payment of the Percentage Fees due by reason thereof.

"Registered Taxicab Driver" shall mean a Qualified Taxicab Operator who does not possess an Airport Permit issued by the Port, but who has registered with the Airport to provide Taxicab Services at the Airport in accordance with the Rules and Regulations.

"Release" (for purposes of Personal Vehicle Sharing - Section 8.01.100 L.), when used with respect to Hazardous Material, shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or onto any property.

"Rental Car Courtesy Vehicle" shall mean a Ground Transportation Vehicle operated by or on behalf any car rental office of any Off-Airport Rental Car Company.

"Rental Car Facility" shall mean the rental car facility constructed by the On-Airport Rental Car Companies and located northwest of the Doolittle Drive and Langley Street intersection on the North Field at the Airport.

"Rental Car Radius" shall mean the geographic area within the boundaries extending from the Airport to and including Bay Farm Island in Alameda, from the Bay Farm Island Bridge in Alameda, across San Leandro Bay to the intersection of Oakport Street and 66<sup>th</sup> Avenue in Oakland; and the area encompassed by and the frontage on both sides of the following streets: 66<sup>th</sup> Avenue from Oakport Street to San Leandro Street in Oakland; San Leandro Street, from 66<sup>th</sup> Avenue to Hegenberger Road in Oakland; Hegenberger Road from San Leandro Street to Baldwin Street in Oakland, from Hegenberger Road to 85<sup>th</sup> Avenue in Oakland, 85<sup>th</sup> Avenue from Baldwin Street to Edes Avenue in Oakland; Edes Avenue from 85<sup>th</sup> Avenue to 98<sup>th</sup> Avenue in Oakland; 98<sup>th</sup> Avenue from Edes Avenue to Interstate 880 in Oakland; Interstate 880 from 98<sup>th</sup> Avenue to Williams Street in San Leandro; and Williams Street from Interstate 880 to and including Oyster Bay Regional Shoreline in San Leandro; and Oyster Bay Regional Shoreline extending to Eden Road in Oakland and extending to the Airport.

"Reservation" shall mean an electronic reservation for Vehicle Sharing by an Airport Customer on a Platform.

"Revenue Report" shall mean the report that shall be furnished to the Port by each Off-Airport Parking Operator simultaneously with the payment of the Access Fee, or if no Access fee is payable, not later than thirty (30) days after the end of each calendar month, which shall be a true and complete report and account, in a form acceptable to the Director, certified to be correct by an authorized representative of the Off-Airport Parking Operator, of the Off-Airport Parking Operator's Gross Receipts during the preceding calendar month.

"Risk Manager" shall mean the person employed by the Port as the Port's risk manager, or his or her designee.

"Rules and Regulations" shall mean the provisions of this Chapter and all Airport Directives as incorporated herein, as the same may be amended from time to time.

"Scorecard" shall mean the Vehicle and Equipment Scorecard established and amended from time to time by the Airport in its sole discretion and used by the Air Operations Manager to determine whether the GSE is eligible for a Ramp Permit.

"Secured Areas" shall mean any area of the Airport as identified in the Airport Security Program requiring security access procedures consistent with regulations promulgated by the FAA or TSA, and all other applicable regulations.

"Security Enforcement Program" shall mean the Security Enforcement Program included with the Airport Security Program and approved by the Director or the Assistant Director with respect to the Airport, as amended from time to time, and as administered by the Aviation Security Manager.

"Security Regulations" shall mean all applicable laws relating to Airport security, including without limitation, rules and regulations issued by DHS or TSA, including the provisions of Title 49 CFR Parts 1540, 1542, and 1544, and all applicable local and federal laws, as well as security directives issued by DHS, TSA, or the Director or Assistant Director and applicable provisions of the Airport Security Program and the Rules and Regulations.

"Security Screening" shall mean the prescribed security screening of passengers, Airport employees, and other persons, luggage, goods, cargo, and such other prescribed items pursuant to applicable rules and regulations,

orders, security directives or such other directives as may be duly issued and in effect from time to time by the TSA and/or DHS.

"Shared Vehicle" shall mean a licensed motor vehicle that has been shared or is available to be shared from a Shared Vehicle Owner through a Platform.

"Shared Vehicle Driver" shall mean any person who makes a Reservation for Vehicle Sharing through a Platform for delivery of the Shared Vehicle at the Airport.

"Shared Vehicle Owner" or "Owner" shall mean an individual or entity that owns or leases a Shared Vehicle, or someone acting on their behalf, and uses a Platform to provide vehicles to Shared Vehicle Drivers.

"Sheriff" shall mean the duly appointed and acting Sheriff of Alameda County, California, or his or her designee.

"SIDA" shall mean the security identification display area, as delineated in the Airport Security Program.

"Smoke" shall mean the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the byproducts; The term "Smoke" includes, but is not limited to, tobacco smoke, electronic cigarette vapors, marijuana smoke, and any other narcotic smoke.

"Smoking" shall mean engaging in an act that generates Smoke, such as, for example: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, operating an electronic cigarette or a lighted cigarette of any kind; or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind.

"Soliciting" shall mean the oral or written request for funds, signatures or any thing of value conducted by a Person to or with passers-by in a continuous and repetitive manner; "funds" for purposes of this definition shall include money, alms, property, and the written pledge of a future donation; "Soliciting" also includes offering any property for sale, upon the representation that the proceeds will be used for charitable or religious purposes.

"South Field" shall mean that portion of the Airport generally located south of Ron Cowan Parkway and east of Airport Drive.

"Sponsor Assurance Agreement" shall mean any sponsor assurance agreement or like agreement entered into by Port and any agency of the United States of America with respect to the Airport.

"Starter" shall mean the Person, process, technology, or alternative means that is employed by or is at the direction of the Landside Operations Manager to: direct any Ground Transportation Vehicle or Taxicab to exit a Holding Lot and proceed to the Designated Ground Transportation Area or the Designated Taxicab Pick Up Area, respectively; direct the loading and unloading of passengers; proceed to the Starter Location; collect Vouchers; and/or direct passengers to Taxicabs.

"Starter Location" shall mean the location or locations at the Airport designated by the Landside Operations Manager from time to time for the loading and departure of Taxicabs serving the Terminal Complex.

"Sterile Area" shall mean the area of the Airport designated from time to time by the Assistant Director for which access is controlled by Security Screening in accordance with the Airport Security Program.

"Sub Carrier" shall have the same meaning as Passenger Stage Sub Carrier.

"Taxicab" shall mean a Motor Vehicle designed for carrying not more than eight (8) persons, excluding the driver, used to carry passengers for a fee or fare, including fare charged on a per mile or waiting time basis or both, and defined as a taxicab in the City Taxi Ordinance, Chapter 5.64 of the City Municipal Code and operated with a permit issued by the Port pursuant to the Rules and Regulations; Taxicab does not include any other Ground Transportation Vehicle, ambulances, vans, or limousines.

"Taxicab Driver" shall mean an individual possessing a Taxicab Driver Permit operating a Taxicab for a Qualified Taxicab Operator.

"Taxicab Driver Permit" shall mean a taxicab driver permit issued by the Chief of Police pursuant to the City Taxi Ordinance.

"Taxi Medallion" shall mean a taxi medallion issued by the Chief of Police pursuant to the City Taxi Ordinance.

"Taxicab Permit Holder" shall mean a Qualified Taxicab Operator to which one or more Airport Taxi Permits have been issued.

"Taxicab Services" shall mean any of the services provided by a Taxicab at, to, from, or on behalf of the Airport.

"TCP" shall have the same meaning as Charter Party Carrier.

"TCP Permit" shall mean a permit issued by the CPUC to a Qualified Operator to operate a Class A Charter Party Carrier.

"Terminal Complex" shall mean all buildings and structures (including but not limited to Buildings M101, M102, M103, M104, M114, M130, M152, M157, M158, M363, M367, M368, XU70, X162, and X163) located within the Airport and open to the public for the purpose of flight ticket purchase, passenger enplanement and deplanement, including Sterile Areas and adjoining Ramps, adjacent curbs and roadways, public lobby waiting, baggage check-in and pick up, and those other services related to public passenger air travel.

"TNC" shall mean a transportation network company, as such term is defined in California Public Utilities Code § 5431 (as that section may be amended); such term currently means an organization - including, but not limited to, a corporation, limited liability company, partnership, sole proprietor, or any other entity - operating in California that provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using a personal vehicle.

"TNC Airport Property" shall mean the geographical boundary of the Airport for purposes of providing TNC Services, as determined by the Assistant Director and which boundary shall be incorporated into every TNC Permit Holder's TNC Mobile App to establish a virtual perimeter, as approved by the Assistant Director.

"TNC Books and Records" shall mean all books, records (including all accounting records), accounts, and reports relating to operations under a TNC Permit and to any other matters covered by the Rules and Regulations, as well as records related to any driver's use of the TNC Mobile App to provide services at the Airport, and internal or third-party information system reviews, audits or specialized testing performed relating to a TNC Permit Holder's operations under its TNC Permit and to any other matters covered by the Rules and Regulations; the specific reports and format required for TNC Books and Records may be amended from time to time upon express approval of the Port.

"TNC Driver" shall mean an individual operating a privately-owned vehicle on TNC Airport Property to perform TNC Services; any Driver operating under an Airport Permit or an Airport Taxi Permit shall not be allowed to operate at the Airport as a TNC Driver.

"TNC Mobile App" shall mean a TNC Permit Holder's mobile application technology to be used to provide TNC Services.

"TNC Permit" shall mean the permit issued by the Port permitting a TNC to offer TNC Services.

"TNC Permit Holder" shall mean a TNC to which a TNC Permit has been issued.

"TNC Security Deposit" shall mean the security deposit that each TNC Permit Holder shall deliver to the Port in a form acceptable to the Assistant Director in the amount set forth in the Master Fee Schedule.

"TNC Services" shall mean any services provided by a TNC Driver when using a TNC Mobile App to provide transportation services on the TNC Airport Property; TNC Services include all of the following three (3) periods of operation: (a) Period One: when the TNC Mobile App is open and the TNC Driver is waiting for a match; (b) Period Two: when the match has been accepted by the TNC Driver has not yet picked up the passenger; and (c) Period Three: when the TNC Driver has a passenger in the TNC Vehicle until the passenger safely exits the TNC Vehicle.

"TNC Trip" shall mean each instance in which a TNC Vehicle drops off or picks up a passenger on the TNC Airport Property; for example, a TNC Vehicle dropping off a passenger and then picking up another passenger without leaving TNC Airport Property shall constitute two (2) TNC Trips; a TNC Vehicle dropping off or picking up multiple passengers who are sharing a ride for the same drop off or pick up shall constitute one TNC Trip.

"TNC Vehicle" shall mean a personal, privately-owned Vehicle used by a TNC Driver to provide TNC Services; a Vehicle used to provide TNC Services shall be considered a TNC Vehicle under the Rules and Regulations,

regardless of whether the TNC Permit Holder has certified the Vehicle and/or has provided adequate insurance for the Vehicle under the Rules and Regulations.

"Transfer" shall mean the assignment, encumbrance, loan, sale, or other transfer of a TNC Permit or PVS Permit (whether voluntarily, involuntarily, or by operation of law) to any Person.

"Transponder" shall mean an automatic Vehicle identification device.

"Trash" shall mean material that has no salvage or recyclable value.

"TSA" shall mean the United States Transportation Security Administration within DHS, and any federal agency succeeding to its duties and powers.

"Unregistered Taxicab Driver" shall mean a Qualified Taxicab Operator who has neither obtained an Airport Taxi Permit issued by the Port nor registered with the Airport to provide Taxicab Services in accordance with the Rules and Regulations and shall not include a Qualified Taxicab Operator whose commercial driving privileges have been revoked at the Airport pursuant to the Rules and Regulations.

"Vehicle" shall mean a device in, upon or by which a person or property may be transported, carried or otherwise be moved from point to point, including a Motor Vehicle or a device moved by human or animal power, except Aircraft or devices moved exclusively upon stationary rails or tracks.

"Vehicle Sharing" shall have the same meaning as Personal Vehicle Sharing.

"Voucher" shall mean a card in the form specified by Port and issued to the Qualified Taxicab Operator, Door-to-Door Shuttle Operator, or Taxicab Driver upon payment in advance of the required trip fee.

"Weapon" shall mean any instrument of offensive or defensive combat, or anything used, or reasonably capable of being used to, injure, wound, or kill a person, including (without limitation) a knife, metallic knuckles, slingshot, club, tear gas gun, mace, pepper spray, taser, chemical weapon, electric weapon or device, or explosive device.

"Working Day" shall mean a day (or other period) on which a Ground Transportation Vehicle or Taxicab is authorized to provide Ground Transportation Services or Taxicab Services by the Landside Operations Manager pursuant to Section 8.01.100.

### **Section 8.01.100 Commercial Ground Transportation, Taxicab, ~~and TNC~~, and Personal Vehicle Sharing Requirements**

Under the City Charter, the Board has the complete and exclusive power to provide for and regulate the privilege of conducting commerce at the Airport. The Board may institute, or cause to be instituted, any actions or proceedings as may be necessary to enforce the provisions of any such privileged granted or to revoke, cancel, or annul such a privilege. This Section 8.01.100, in addition to all other applicable regulations, establishes the rules and regulations applicable to the privilege of providing Ground Transportation Services, Taxicab Services, ~~and TNC~~ Services, and Personal Vehicle Sharing at the Airport. The provision of Ground Transportation Services, Taxicab Services, ~~and TNC~~ Services, and Personal Vehicle Sharing is a privilege, not a right, and may be revoked by the Port in accordance with the Rules and Regulations. The Landside Operations Manager shall be the Port representative authorized to implement and enforce this Section 8.01.100.

No Person may operate or cause to be operated any Vehicle to provide commercial ground transportation services to transport, pick up, or drop off passengers at the Airport, or to conduct or cause to be conducted Personal Vehicle Sharing at the Airport, unless such Person is authorized to operate under one of the following categories:

- Ground Transportation. A Ground Transportation Permit Holder or the Driver of a Ground Transportation Permit Holder offering Ground Transportation Services in accordance with the Rules and Regulations; or
- TNC. A TNC Driver authorized under a duly approved and executed TNC Permit in accordance with the Rules and Regulations; or
- Taxi. A Taxicab Driver operating under an Airport Taxi Permit, in accordance with the Rules and Regulations; or

- Personal Vehicle Sharing. A PVS Permit Holder, Shared Vehicle Owner, or Shared Vehicle Driver conducting Personal Vehicle Sharing under a duly issued Personal Vehicle Sharing Permit in accordance with the Rules and Regulations; or
- Airline. An employee or a contractor of an airline operating at the Airport offering Ground Transportation Services solely to employees of such airline.

L. Personal Vehicle Sharing

1. Permit

a. Personal Vehicle Sharing Permit Required; Right to Use Designated Areas.

No Person may operate a Personal Vehicle Sharing Program at the Airport, or allow Shared Vehicle Owners or Shared Vehicle Drivers to engage in Personal Vehicle Sharing at the Airport, without a duly approved and executed PVS Permit issued by the Port. The Port, acting by and through its Director, may grant to a PVS Permit Holder a non-exclusive, revocable, personal privilege to use, in common with others so authorized, only the Designated Areas for the Permitted Operations, subject to compliance with Airport Rules and Regulations and the terms and conditions of the PVS Permit. A PVS Permit gives the PVS Permit Holder a license only. The Director may revoke a PVS Permit at any time, without cause, in accordance with the Rules and Regulations.

b. No Exclusive Rights.

Each PVS Permit Holder acknowledges and agrees that: (i) the PVS Permit Holder has no exclusive right to conduct the Permitted Operations; (ii) the rights granted under a PVS Permit do not establish or vest in the PVS Permit Holder any right to preferential use of Airport facilities relative to other commercial users of the Airport, nor do they restrict the Airport from granting exclusive or priority uses of Airport facilities to others; and (iii) the Director may arrange with others for similar activities at the Airport. Nothing in this Section 8.01.100 L. shall be construed as granting or creating any franchise rights pursuant to any Federal, state, or local laws.

c. Rights of Ingress and Egress.

Each PVS Permit Holder, Shared Vehicle Owner and Shared Vehicle Driver shall have the non-exclusive rights of ingress and egress across Airport Property to conduct the Permitted Operations in the Designated Areas provided that such ingress and egress activity: (i) shall not impede or interfere with the operation of the Airport by the Port or the use of the Airport by its tenants, passengers, or employees; (ii) shall be subject to the Rules and Regulations, as amended from time to time, including those pertaining to permitting and other security requirements, and the requirements of the applicable PVS Permit; (iii) shall be on roadways, and other areas designated by the Director or his/her designee from time to time; and (iv) may be suspended or revoked by the Director in the event of an emergency or threat to the Airport. A PVS Permit does not give the right of ingress to and egress from the airfield operations area. For the avoidance of doubt, nothing in this Section 8.01.100 L. shall be construed or interpreted to grant any PVS Permit Holder, Shared Vehicle Owner or Shared Vehicle Driver the right to pick up or drop off Shared Vehicles at the curbside areas of the Airport terminals, or any areas other than the Designated Areas.

d. Changes to Airport.

Each PVS Permit Holder acknowledges and agrees that: (i) the Port shall have the right at all times to change, alter, expand, and contract the Airport, including the terminals, roadways, and Designated Areas; and (ii) the Port has made no representations, warranties, or covenants to any PVS Permit Holder regarding Airport design, construction, or the conditions for passenger or automobile traffic. Without limiting the generality of the preceding clauses of this paragraph, each PVS Permit Holder acknowledges and agrees that the Airport: (A) may from time to time hereafter undergo, renovation, construction, and other Airport modifications; and (B) may from time to time adopt rules and regulations relating to security and other operational concerns that may affect the PVS Permit Holder's

business. Such actions by the Port shall not expose the Port to any liability to any PVS Permit Holder, nor shall the Port's actions vest a legal cause of action in any PVS Permit Holder.

e. As-Is Condition.

Each PVS Permit Holder 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 Port shall have no obligation to alter, renovate, or otherwise change the Designated Areas to accommodate any PVS Permit Holder. The Port shall have no obligation to provide utility services to the Designated Areas.

f. No Guarantee.

The Port does not make, and has not made, any representation, warranty, assurance, or guaranty that any minimum, maximum, or optimum volume of business will occur or be generated by the uses to which a PVS Permit Holder will put its operation. The Port does not guarantee that there will be available spaces in the Designated Areas under any PVS Permit.

2. Commencement Date; Revocation

a. Commencement Date.

A PVS Permit shall be effective, and the Commencement Date shall be deemed to occur, on the date specified in the PVS Permit or written approval issued by the Director, provided that all of the following conditions precedent are satisfied, in the Director's discretion:

- (1) The Director and the Port Risk Manager shall have received certificates evidencing that the PVS Permit Holder has obtained all insurance required by the PVS Permit and this Section 8.01.100 L.;
- (2) The Director shall have received the PVS Security Deposit;
- (3) The PVS Permit Holder shall have satisfied all requirements of Section 8.01.100 L.3.c. (Notices to Shared Vehicle Owners of Required Manner of Operations) that are required to be satisfied prior to the Commencement Date; and
- (4) The Director shall have received the PVS Permit, fully executed by the PVS Permit Holder.

b. Permit Term.

A PVS Permit shall take effect on the Commencement Date and shall remain in effect for the Permit Period unless earlier terminated or revoked. In no event shall a PVS Permit be extended or renewed unless the PVS Permit Holder is in full compliance with all provisions of the PVS Permit and the Rules and Regulations, including, without limitation, payment of all fees owing to the Port by the PVS Permit Holder.

c. Early Termination.

A PVS Permit may be terminated as follows:

- (1) Either the PVS Permit Holder or the Director may terminate a PVS Permit with at least thirty (30) days prior notice to the other.
- (2) Notwithstanding the foregoing, the Director may also terminate the PVS Permit upon the occurrence of an Event of Default without such thirty (30)-day notice.

### 3. Use

#### a. Permitted Operations.

A PVS Permit Holder, Shared Vehicle Owners, and Shared Vehicle Drivers may use the Designated Areas only for the following, all of which constitute the Permitted Operations: (i) operate a Personal Vehicle Sharing Program; (ii) the PVS Permit Holder and Shared Vehicle Owners interacting with Airport Customers shall, at all times during the Permit Period, conduct operations and maintain the quality of service in a manner satisfactory to the Airport; (iii) the PVS Permit Holder and Shared Vehicle Owners interacting with Airport Customers shall furnish professional, prompt and efficient service so as not to reflect any discredit on the Port or the Board; and (iv) the PVS Permit Holder and Shared Vehicle Owners shall ensure that Shared Vehicles are operated in a safe and legal manner and in compliance with all posted traffic control signs and posted speed limits. A PVS Permit Holder shall not conduct any activity or operations on the Airport other than in the Designated Areas or not specifically included within the Permitted Operations.

#### b. No Exclusivity.

Each PVS Permit Holder acknowledges and agrees that the PVS Permit Holder has no exclusive right to conduct the business described herein and that the Director may arrange with others for similar activities at the Airport.

#### c. Notices to Shared Vehicle Owners of Required Manner of Operations.

Each PVS Permit Holder shall take all commercially reasonable steps to ensure that all of its Shared Vehicle Owners and Shared Vehicle Drivers engaging in Personal Vehicle Sharing shall consistently comply with the obligations and terms of the PVS Permit and all applicable Rules and Regulations, directives and orders. In connection with the foregoing, each PVS Permit Holder shall take all of the following measures:

- (1) Prior to the Commencement Date, the PVS Permit Holder shall summarize the material terms of the PVS Permit on its California Airports page or other page on the Platform reasonably approved by the Port, including, without limitation, the requirement that all Airport transactions must occur in the Designated Areas.
- (2) Prior to the Commencement Date, at least 24 hours prior to each Personal Vehicle Sharing transaction, and from time to time during the Permit Period as reasonably required by the Port, by email or by message through the Platform, provide to Shared Vehicle Owners a summary description of the PVS Permit and the required manner of operations for Shared Vehicle Owners at the Airport, as well as the potential penalties for violation, which such summary shall be subject to the review and reasonable consent of the Port.
- (3) Prior to the Commencement Date, and from time to time during the Permit Period as reasonably required by the Port, by email or by message through the Platform, provide to each Shared Vehicle Owner: (A) a hyperlink to the Rules and Regulations; (B) a copy of any written directives from the Director that may be issued from time to time governing the conduct of peer to peer car sharing operations at the Airport; (C) a standard message for Shared Vehicle Owners to provide to Shared Vehicle Drivers which provides instructions to the Shared Vehicle Driver on how to best navigate to and from the Designated Areas in connection with the pick up and drop off of the Shared Vehicle, which a draft of such message shall be prepared by the PVS Permit Holder and provided by the Port, with the final message being subject to the reasonable approval of Port;

provided, however, that any revisions to such navigation instructions or written directives from the Director sent by the Port to the PVS Permit Holder shall be communicated to Shared Vehicle Owners and Shared Vehicle Drivers within seventy-two (72) hours; and (D) links to one or more training videos on proper operations of Shared Vehicle Owners at the Airport that may be produced by Port and uploaded to a video sharing site and/or the Airport website.

- (4) Promptly notify Shared Vehicle Owners and Shared Vehicle Drivers of any and all current and changed permit conditions and amendments to the Rules and Regulations, and shall promptly notify the Airport, in writing, that it has done so upon request of Port.
- (5) Each time any Shared Vehicle Owner fails to comply with the conditions of the PVS Permit or this Section 8.01.100 L., whether such failure is discovered by the PVS Permit Holder or brought to the PVS Permit Holder's attention by the Airport, the PVS Permit Holder shall promptly notify such Shared Vehicle Owner and direct such Shared Vehicle Owner to immediately come into compliance, and shall promptly notify the Port, in writing, that it has done so.

d. Trust and Safety Screenings.

Each PVS Permit Holder shall conduct its trust and safety screenings on all Shared Vehicle Owners that will engage in Vehicle Sharing, and prohibit unsuitable Owners from conducting Vehicle Sharing on the Platform. If a Shared Vehicle Owner is identified as having engaged in fraudulent or criminal activity, then the PVS Permit Holder's trust and safety team will perform a criminal background search and public records search, and prohibit the Shared Vehicle Owner from engaging in Personal Vehicle Sharing. Within thirty (30) days of a Shared Vehicle Owner being so prohibited, the PVS Permit Holder shall notify the Director in writing of the license plate number(s) of the Vehicle(s) associated with such prohibited Shared Vehicle Owners.

e. Prohibited Activities.

No PVS Permit Holder shall, and no PVS Permit Holder shall allow its Shared Vehicle Drivers and Shared Vehicle Owners, as applicable, to engage in any of the following Prohibited Activities:

- (1) Engage in Vehicle Sharing, or collecting or returning Shared Vehicles or Shared Vehicle Driver(s) at any location at the Airport other than the Designated Areas.
- (2) Solicit payment from an Airport Customer in excess of the Privilege Fee while representing or suggesting to such customer that amounts charged are related to or required by the Airport or the Port.
- (3) Perform any washing, maintenance (outside of emergency maintenance due to, for example, a dead battery or flat tire), fueling, EV charging, or using a trailer for Shared Vehicles anywhere at the Airport.
- (4) Store Shared Vehicles at the Airport outside of the Designated Areas.
- (5) Provide transportation to any Shared Vehicle Driver or Shared Vehicle Owner or transport any person on the Airport in violation of the Rules and Regulations.
- (6) Engage in any activity that violates and/or circumvents the regulations applicable to the Designated Areas, including (without limitation) tailgating out of parking lots to avoid payment.

- (7) Fail to provide identification or information upon request, or provide false information to Airport police or Airport officials.
- (8) Solicit Shared Vehicle Drivers at the Airport including in the Designated Areas.
- (9) Operate a Shared Vehicle which is not in a safe mechanical and operating condition, or which lacks mandatory safety equipment, or otherwise operate in a manner as to endanger public safety.
- (10) Fail to comply with all applicable traffic laws, including (without limitation) posted speed limits, traffic signs and traffic control signals.
- (11) Use or express profane or vulgar language or behavior.
- (12) Solicit, loiter, or engage in any activity prohibited by applicable law or the Rules and Regulations.
- (13) Operate a vehicle without a valid state-issued license plate or a valid dealer-issued temporary license plate, or without required pollution control equipment.
- (14) Use Airport roadways other than those required to directly access the Designated Areas.
- (15) Operate a Shared Vehicle without a valid driver's license, automobile insurance, proper registration or inspection, or at any time during which authority to operate at the Airport is suspended or revoked.
- (16) Recirculate anywhere on Airport roadways.
- (17) Conduct any advertising or promotional activities anywhere on the Airport, including, without limitation: (A) posting any booking rates, fares or fees anywhere on the Shared Vehicle; (B) any advertising of cigarette or tobacco products, including electronic cigarettes; and/or (C) vehicle wrapping or other method of using the exterior of a Shared Vehicle to advertise or promote Vehicle Sharing or other goods or services. Excluded from this restriction is any paid advertising that a PVS Permit Holder arranges through the Airport current vendor for advertising on Airport premises.
- (18) Cause or permit anything to be done, on the Designated Areas, or bring or keep anything thereon which might: (A) increase in any way the rate of insurance on the Airport; (B) create a nuisance; or (C) in any way obstruct or interfere with the rights of others on the Airport or injure or annoy them.
- (19) Commit or suffer to be committed any waste on the Designated Areas.
- (20) Use, or allow the Designated Areas to be used, for any improper or unlawful purpose.
- (21) 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 Airport terminal or the roadways.
- (22) Fail to adequately inform Shared Vehicle Owners and/or Shared Vehicle Drivers of matters related to the PVS Permit or this Section 8.01.100 L. such that they contact the Port or the Port parking management operator instead.
- (23) Do or permit to be done anything in any way tending to injure the reputation of the Port or appearance of the Airport.

(24) Violate any other applicable law or regulation, including (without limitation) the Rules and Regulations.

f. Consequences of Engaging in Prohibited Activities.

- (1) Beginning sixty (60) days after the Commencement Date, in the event any Shared Vehicle Owner or Shared Vehicle Driver engages in any of the Prohibited Activities, as determined by the Port, the PVS Permit Holder shall pay to the Port a fine of one hundred dollars (\$100) for each instance of Prohibited Activity that occurs, as well as the cost of any parking fees, fines, or other charges owed to the Port because of the Prohibited Activities, all of which shall be among the types of Administrative Fines described in Table 8.01.190 H. (Violations and Remedial Actions for Personal Vehicle Sharing Violations).
- (2) In cases of repeated, dangerous, and/or egregious violations by a Shared Vehicle Owner or Shared Vehicle Driver, upon the request of the Port, the PVS Permit Holder shall immediately and permanently prohibit the Shared Vehicle Owner or Shared Vehicle Driver from engaging in any further Personal Vehicle Sharing at the Airport. Such violations include, but are not limited to, the following: repeatedly delivering a car in areas other than the Designated Areas; solicitation on Airport property, defacing Airport property, engaging in physical altercations or acts of violence, causing an incident where serious damage or injuries occur, reckless driving or other acts that jeopardize public safety, and failure to comply with direct orders of civilian and law enforcement personnel. The PVS Permit Holder shall promptly comply with such requests to remove drivers from Vehicle Sharing at the Airport and notify the Airport, in writing, that it has done so.
- (3) Each PVS Permit Holder acknowledges and agrees that violation of any of the above terms shall result in the Port incurring damages which are impractical or impossible to determine. Each PVS Permit Holder agrees that the above fines are a reasonable approximation of such damages. The Port's right to the foregoing fines shall be in addition to and not in lieu of any and all other rights under the PVS Permit, in the Rules and Regulations, or at law or in equity, including, without limitation, towing any vehicles of Shared Vehicle Owners which are in violation of the terms of the PVS Permit or the terms and conditions of parking in the Designated Areas, consistent with the standard practice of the Port in managing its parking areas and roadways. Should a PVS Permit Holder or any of its Shared Vehicle Owners or Shared Vehicle Drivers engage in any Prohibited Activities, Airport enforcement personnel may issue a citation to the PVS Permit Holder, any Shared Vehicle Owner, and/or Shared Vehicle Driver according to the Rules and Regulations or other applicable law or regulation. The Port shall have no obligation to a PVS Permit Holder to impose fines on or otherwise take action against any other permittee or tenant at the Airport.
- (4) In addition to the foregoing, the Port reserves the right to incorporate specific violations and fine amounts into duly adopted amendments to the Rules and Regulations, and to directly cite and fine Shared Vehicle Owners and Shared Vehicle Drivers for violations of the Rules and Regulations not expressly contained in this Section 8.01.100 L. or a PVS Permit.
- (5) In the event a Shared Vehicle Owner or Shared Vehicle Driver is issued a citation by a law enforcement officer for a violation of a California statute on Airport property, the Shared Vehicle Owner or Shared Vehicle Driver shall be

responsible for resolving the citation, in addition to any fine assessed by the Port under this Section 8.01.100 L. or the PVS Permit.

g. Inspections of Operations.

At any time, the Port may conduct an inspection or audit of a PVS Permit Holder's ground transportation operations at the Airport related to Shared Vehicle Owners or Shared Vehicle Drivers to confirm that such operations comply with the requirements set forth in the PVS Permit and the Rules and Regulations. The PVS Permit Holder shall cooperate with all such inspections and/or audits. In addition, the PVS Permit Holder shall provide any additional information requested by the Port in connection with any ground transportation incidents related to the PVS Permit Holder's operations at the Airport. In the event an inspection or audit shows that the PVS Permit Holder is not complying with the requirements of the PVS Permit or this Section 8.01.100 L., without limiting the Port's ability to determine a default under the PVS Permit or Rules and Regulations, Port may require that the PVS Permit Holder reimburse Port for the costs of such inspection and/or audit. The PVS Permit Holder shall promptly remedy any noncompliance shown in any such inspection and/or audit.

h. Representative of PVS Permit Holder.

Each PVS Permit Holder shall provide Port with the name, address, telephone and email address of at least one qualified representative authorized to represent and act for it in matters pertaining to its operation, with such representative being available to the Port at all times on a 24 hour per day, 7 day per week basis with authority to address issues, answer questions, respond to emergencies, questions or comments of the Port. Each PVS Permit Holder shall keep the Director informed in writing of the identity of each such person. Such representative shall respond to all questions or comments by the Port within 24 hours, except that any situations which are critical or emergency in nature shall require a response as soon as possible.

i. Customer Complaints.

In the event the Port or a PVS Permit Holder receives a written complaint concerning the PVS Permit Holder's operations at the Airport, including, without limitation, any complaints received via social media channels, the PVS Permit Holder shall contact the person making the complaint for purposes of investigating and resolving the complaint no later than 72 hours of receipt. Within three business days, the PVS Permit Holder shall (i) respond to such complaint in writing (which may be by email), and provide a copy to the Port; (ii) make a good faith effort to explain, resolve or rectify the cause of such complaint to the Port's satisfaction and (iii) inform the Port of any further corrective measures to be undertaken by the PVS Permit Holder in light of the complaint.

4. Fees, Reporting, and Recordkeeping

a. Privilege Fee.

During the Permit Period, for the privilege of the Port's agreement to allow a PVS Permit Holder to use Airport facilities, including without limitation, the Airport roadways and Designated Areas, and receiving the economic benefits derived therefrom, and to reimburse the Airport for the costs of providing services and facilities that are utilized directly and indirectly by the PVS Permit Holder, Shared Vehicle Owners and Shared Vehicle Drivers, and the benefits which the PVS Permit Holder and its business receive, the PVS Permit Holder shall pay to the Port a Privilege Fee, which shall equal ten percent (10%) of

the PVS Permit Holder's monthly Gross Revenue, and be subject to all of the following additional provisions.

- (1) The Privilege Fee, as well as any amounts owed under Section 8.01.100 L.3.f. (Consequences of Engaging in Prohibited Activities) and Section 8.01.100 L.9.e. (Administrative Fines), shall be paid on a monthly basis for all vehicles booked for delivery to the Airport. Partial months shall be paid on a pro-rata basis.
- (2) The Privilege Fee shall be paid by ACH or wire transfer or check.
- (3) All amounts due under this Section 8.01.100 L. or a PVS Permit, including the Privilege Fee, shall be paid in lawful money of the United States without prior demand and free from all claims, demands, setoffs, or counterclaims of any kind. Any sum payable by a PVS Permit Holder to Port under any provision of this Section 8.01.100 L. or a PVS Permit which is not paid for a period of ten (10) calendar days after it becomes due and payable shall be subject to a delinquency charge, for violation of the Rules and Regulations and as liquidated damages, of \$50.00 plus a sum equal to 0.05% (five one hundredths of one percent) per day of such delinquent payment, but not to exceed the maximum interest rate permitted by applicable law, for each day from the date such payment became due and payable until payment has been received by Port. Acceptance of any delinquency charge shall not constitute a waiver of the PVS Permit Holder's default on the overdue amount or prevent Port from exercising any of the other rights and remedies available to Port.

b. Unbundling of Privilege Fee.

The Port does not require or encourage any PVS Permit Holder to recover from its Shared Vehicle Drivers or Shared Vehicle Owners the Privilege Fee payable hereunder. However, to the extent it chooses to do so, the PVS Permit Holder shall not separately identify to its Shared Vehicle Drivers or Shared Vehicle Owners the recovery of such Privilege Fee as an Airport Charge or Airport Tax or other similar identification. Instead, to the extent the PVS Permit Holder recovers from its Shared Vehicle Drivers or Shared Vehicle Owners such Privilege Fee, it shall state such payment as the Operating Fee together with any other charges which it may assess to its customers.

c. Monthly Report.

By no later than the date occurring fifteen (15) calendar days after the close of any calendar month while the PVS Permit is in effect, the PVS Permit Holder shall submit to the Port its operations report for such calendar month, containing all information required by this Section 8.01.100 L.4.c., together with such additional information and clarifications as the Port may reasonably request. The Monthly Report shall be certified to be correct by the PVS Permit Holder's authorized representative and otherwise be in a form acceptable to the Port. The Monthly Report shall include all of the following data points for each Shared Vehicle transaction conducted at the Airport and the following information related to the Privilege Fee:

- (1) License plate and Shared Vehicle Owner ID of the Shared Vehicle.
- (2) Transaction ID number.
- (3) Start and end date of transaction, and date and time of reservation cancellation if a cancellation fee is incurred (if applicable), together with such other relevant information as the Port may reasonably request.

- (4) A written statement, certified as being true and correct by the PVS Permit Holder's authorized representative, setting forth the PVS Permit Holder's Gross Revenues and the total number of all transactions of Airport Customers.
- (5) All income associated with Vehicle Sharing transactions with Airport Customers, both cash and credit, regardless of whether collected or not collected, and with no deduction for any uncollected amounts, write-offs, or adjustments made after the transaction with the Airport Customer has concluded.
- (6) Make, model, and year of the Shared Vehicle; provided, however, that this information item shall only be required to be submitted once annually, beginning with the twelfth (12th) Monthly Report submitted under the PVS Permit.
- (7) Total number of Shared Vehicles at the Airport transacted for such month and per day during such month.
- (8) Total number of Shared Vehicle Owners with transactions at the Airport for such month.
- (9) Total number of Reservations by Airport Customers and cancellations which incurred a cancellation fee.
- (10) Together with such other relevant information as the Port reasonably requests.

d. Books and Records.

Each PVS Permit Holder shall maintain in a true and accurate manner and in accordance with generally accepted accounting principles, complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards in performing an audit or examination of the PVS Permit Holder's Gross Revenue in accordance with the provisions of Section 8.01.100 L.4.d.(2) (Reports), and such books or records shall contain records of all PVS Permit Holder's receipts in connection with its operations under the PVS Permit.

(1) Audit and Inspection of Records.

Each PVS Permit Holder agrees to maintain and make available to Port, upon ten (10) days' written notice from the Port, during regular business hours, accurate books and accounting records relating to its operations under the PVS Permit and this Section 8.01.100 L. Port shall have the right to audit the PVS Permit Holder's books and records once per year; provided however, that Port may request at any time, and from time to time, and the PVS Permit Holder shall promptly provide upon Port's request therefore, information from the PVS Permit Holder's books and records if such information is related to the Monthly Report or to a specific incident involving a Shared Vehicle, a Shared Vehicle Driver, or a Shared Vehicle Owner at the Airport. The PVS Permit Holder will permit the Port to audit, examine and make copies from such books and records including all invoices, materials, records and other data related to all other matters covered by this Section 8.01.100 L. The PVS Permit Holder shall maintain such books, records, accounts, and reports in an accessible location and condition for a period of not less than five (5) years after the later of: (A) the date of termination or expiration of the PVS Permit or the last date of operations at the Airport, whichever is later, except in the event of litigation; or (B) settlement of claims arising from the performance of the PVS Permit, in which case the PVS Permit Holder agrees to maintain same until the Port has disposed of all such litigation, appeals, claims or exceptions related thereto.

The State of California or any federal agency having an interest in the subject matter of the PVS Permit shall have the same rights conferred upon Port by this Section.

(2) Reports.

The Airport reserves the right to request any and all reports deemed necessary from a PVS Permit Holder in the performance and auditing of the PVS Permit and this Section 8.01.100 L. at no cost to the Airport. These reports must be submitted within ten (10) days of the date the request was made unless the Airport instructs otherwise in writing. Failure to submit reports on a timely basis may be considered a material breach of the PVS Permit and grounds for revocation of the PVS Permit and termination of the license.

(3) Other Data.

Each PVS Permit Holder shall maintain internal or third-party information system reviews, audits or specialized testing performed for five (5) years, meaning the current calendar year plus four (4) additional years. Failure to provide complete and accurate reports within the stipulated time may be considered a material breach of the PVS Permit and subject to any remedies in law or equity including the termination of the PVS Permit at the sole discretion of the Director. The specific reports and format required may be amended from time to time upon express approval of the Port.

(4) Alternative Technology Solution.

If the Port acquires or develops an alternative technology solution to enable the Port to monitor and audit compliance of a PVS Permit Holder's operations, the PVS Permit Holder will work with the Port in good faith on implementation of such technology solution. The Port agrees to provide the PVS Permit Holder with a mutually agreed upon fair and reasonable amount of time to implement an alternative technology solution. The PVS Permit Holder shall provide the Port with data in a timely manner to ensure compliance with all reporting requirements found in this Section 8.01.100 L. or the PVS Permit.

(5) Underpayments.

Should any examination, inspection, and audit of a PVS Permit Holder's books and records by the Port disclose an underpayment by the PVS Permit Holder of the consideration due, the PVS Permit Holder shall promptly pay the Port the amount of such underpayment including applicable delinquency charges pursuant to Section 8.01.100 L.4.a. (Privilege Fee). Further, if such examination, inspection or audit establishes that the PVS Permit Holder has understated and underpaid any such amounts due under the PVS Permit for any one-year period, by three percent (3%) or more, then the entire expense of such audit shall be paid by the PVS Permit Holder. If the Port deems it necessary to use the service of legal counsel in connection with collecting the reimbursement for such examination, inspection, and audit, then the PVS Permit Holder shall reimburse the Port for reasonable attorney fees and litigation expenses as part of the aforementioned costs incurred.

5. Assignment

a. No Assignment.

No PVS Permit Holder shall assign, encumber, or otherwise transfer, whether voluntary or involuntary or by operation of law, its PVS Permit, or any right thereunder, without the Director's prior written consent, which consent may be granted or denied in the Director's sole and absolute discretion. The Director's consent to one Transfer shall not be deemed consent to subsequent Transfers. Any Transfer made without the Director's consent shall constitute a default and shall be voidable at the Director's election.

b. Changes in PVS Permit Holder.

The merger of a PVS Permit Holder with any other entity or the transfer of any controlling ownership interest in a PVS Permit Holder, or the assignment or transfer of a substantial portion of the assets of a PVS Permit Holder shall constitute a Transfer. Without limiting the generality of the foregoing, if a PVS Permit Holder is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law of the partner or partners owning fifty-one percent (51%) or more of the partnership, or the dissolution of the partnership, or the sale or transfer of at least fifty-one percent (51%) of the value of the assets of the partnership, shall be deemed a Transfer. If a PVS Permit Holder is a corporation or limited liability company, any dissolution, merger, consolidation or other reorganization of the PVS Permit Holder, or the sale or other transfer of a controlling percentage of the capital stock or membership interests of the PVS Permit Holder, or the sale or transfer of at least fifty-one percent (51%) of the value of the assets of the PVS Permit Holder, shall be deemed a Transfer unless the ownership of the PVS Permit Holder remains controlled by the same overall corporate parent and the PVS Permit Holder is the surviving corporate entity resulting from any such transaction. The phrase controlling percentage means the ownership of, and the right to vote, stock or interests possessing at least fifty-one percent (51%) of the total combined voting power of all classes of the PVS Permit Holder's capital stock or interests issued, outstanding and entitled to vote for the election of directors. Without limiting the restrictions on asset transfers, this paragraph shall not apply to stock or limited liability company interest transfers of corporations or limited liability companies the stock or interests of which is traded through an exchange or over the counter.

c. No Release.

In no event will the Director's consent to a Transfer be deemed to be a release of a PVS Permit Holder as primary obligor under the PVS Permit or this Section 8.01.100 L.

6. Compliance with Laws.

At all times, each PVS Permit Holder shall cause its use and operations of the Airport under the PVS Permit, and the use and operations of the Airport under the PVS Permit by its Shared Vehicle Owners and Shared Vehicle Drivers to comply with all applicable Federal, state and local laws, ordinances, rules, regulations, and directives, as may be amended from time to time, whether foreseen or unforeseen, ordinary or extraordinary, including but not limited to those relating to: (i) health and safety, especially those pertaining to public safety such as safe driving practices, seat belts, child seats, and drug testing; (ii) disabled access, including the Americans with Disabilities Act, 42 U.S.C. Sections 12101, et seq., and Title 24 of the California Code of Regulations; (iii) hazardous materials; (iv) transportation; and (v) the Public Records Act. Each PVS Permit Holder shall comply and cause its Shared Vehicle Owners and Shared Vehicle Drivers to comply with the Airport Rules and Regulations and any applicable directives. The Port, the Board, its members, officers, agents, and employees of each of them, and their successors and assigns, shall have no liability and each PVS Permit Holder waives any liability for any diminution or deprivation of its rights by its compliance with this Section.

7. Waiver; Indemnity; Insurance

a. Waiver and Release.

To the fullest extent permitted by law, Port Entities shall not at any time to any extent whatsoever be liable, responsible or in any way accountable for, and each PVS Permit Holder waives and releases any claim (including any claim for contractual or implied indemnity) against the Port Entities, for Losses which (i) at any time after issuance of a PVS Permit may be suffered or sustained by the PVS Permit Holder or any Shared Vehicle Owner or Shared Vehicle Driver arising (directly or indirectly) out of the PVS Permit Holder's operations under the PVS Permit or this Section 8.01.100 L.; or (ii) are caused in whole or in part by any act or omission (whether negligent, non-negligent, or otherwise) of the PVS Permit Holder, any affiliate or subsidiary or any employee, officer, director or agent of the foregoing, or any Shared Vehicle Owner or Shared Vehicle Driver, whether or not such Losses shall be caused in part by any act, omission or negligence of the Port Entities, except if caused solely by the gross negligence or willful misconduct of the Port. Each PVS Permit Holder acknowledges that the releases contained in this Section include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims and specifically waives the benefit of California Civil Code § 1542, or any statute or other similar law now in effect. The releases contained in this Section shall survive the revocation or other termination of a PVS Permit.

b. Indemnity.

In addition to, and not in limitation of the foregoing, each PVS Permit Holder shall indemnify, save harmless, and defend (with legal counsel selected by the Port) the Port Entities from and against any and all Losses: (i) arising (directly or indirectly) out of any injury or death to a person (including, without limitation, the PVS Permit Holder, Shared Vehicle Owners, Shared Vehicle Drivers and their respective agents), or damage to property; or (ii) caused in whole or in part by (A) any act or omission of the PVS Permit Holder, any affiliate or subsidiary or any employee, officer, director or agent of the foregoing, any Shared Vehicle Owner, or any Shared Vehicle Driver and their respective agents related to the operations of the PVS Permit Holder, any Shared Vehicle Owner or Shared Vehicle Driver and their respective agents at the Airport, whether or not the conduct is compliant with the PVS Permit or this Section 8.01.100 L.; or (B) any default by the PVS Permit Holder, any affiliate or subsidiary or any employee, officer, director or agent of the foregoing, any Shared Vehicle Owner, or any Shared Vehicle Driver and their respective agents in the observance or performance of any of the terms, covenants, or conditions of the PVS Permit or this Section 8.01.100 L., whether or not any such Losses shall be caused in part by any act, omission or negligence of the Port Entities, except if caused solely by the gross negligence or willful misconduct of the Port.

c. Notice.

Without limiting the foregoing waiver and indemnity, each PVS Permit Holder shall give to the Port prompt and timely written notice of any Losses coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Port, and the Port shall have the right to participate in the defense of the same to the extent of its own interest.

d. Insurance.

Each PVS Permit Holder shall procure and maintain during the Permit Period the policies of insurance in the amounts as required by any Federal, state, or local ordinance or regulation, now in effect or hereafter enacted. Each PVS Permit Holder acknowledges and agrees that the following insurance coverages are mandatory for purposes of a PVS Permit.

The PVS Permit Holder shall maintain insurance that provides coverage for all Shared Vehicles in the following amounts:

- (1) Workers' Compensation Insurance in statutory limits with Employer's Liability limits of not less than One Million Dollars (\$1,000,000) for each accident, not less than One Million Dollars (\$1,000,000) bodily injury for each employee, and not less than One Million Dollars (\$1,000,000) policy limit for bodily injury by disease, as required by law.
- (2) Commercial General Liability Insurance shall provide limits not less than \$5,000,000 per occurrence and in aggregate for bodily injury and property damage, including contractual liability, personal injury, and products and completed operations.
- (3) Commercial Automobile Liability Insurance (primary) policies shall provide per-accident coverage for not less than \$5,000,000 combined single limit, with coverage for owned, hired and non-owned autos, and covering (among other things) accidents while a Shared Vehicle is active on the Airport premises for the purposes of being used under the Platform. As used in this sentence, active includes delivery and pickup of the vehicle by the Shared Vehicle Owner and use by the Shared Vehicle Driver, regardless of whether any computer application or app is engaged or activated, and such insurance shall apply to any claim brought against the Port arising out of the PVS Permit or Shared Vehicle regardless of location.
- (4) Excess/Umbrella Liability Insurance. Any excess or umbrella liability insurance shall strictly follow form of underlying insurance and comply with any requirements of this Section 8.01.100 L. pertaining to the underlying coverage.

In all cases, the insurance coverage shall be available to cover claims regardless of whether a Shared Vehicle Owner or Shared Vehicle Driver maintains insurance adequate to cover any portion of the claim. The PVS Permit Holder is responsible for ensuring all Shared Vehicle Owners or Shared Vehicle Drivers have the required insurance in effect, and for providing any such insurance to Port upon Port's request. If a PVS Permit Holder maintains higher limits than the minimum shown above, the Port requires and shall be entitled to the higher limits maintained by the PVS Permit Holder. If a PVS Permit Holder maintains broader coverage than the minimum shown above, the Port requires and shall be entitled to the broader coverage maintained by the PVS Permit Holder.

e. Form of Policies.

All liability insurance policies shall be endorsed or otherwise provide the following:

(1) Additional Insureds.

Name the Additional Insureds as additional insureds.

(2) Primary and Non-contributory.

Such policies shall be primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the PVS Permit, and no insurance held by Port will be called upon to contribute to a loss covered in connection with the PVS Permit, a Shared Vehicle, Shared Vehicle Driver, Shared Vehicle Owner, or the PVS Permit Holder's provision of Personal Vehicle Sharing at the Airport.

(3) Severability of Interests.

The interests of all additional insureds named in any such liability insurance policy are several and not joint, and the insurance afforded under any such liability insurance policy applies separately to each such additional insured against whom a claim is made or suit is brought.

(4) Notice of Cancellation.

All policies shall provide that the insurance company shall provide thirty (30) days prior written notice to Port of cancellation, or reduction in coverage or limits, delivered to Port at the Port's notice address identified in the PVS Permit. Prior to issuance of a PVS Permit, the PVS Permit Holder shall provide evidence to the Port of proof of insurance coverage for a minimum period of not less than ninety (90) days, or as otherwise agreed to by the Port.

(5) Airport Premises Endorsement.

Automobile Liability Policy shall contain a coverage endorsement evidencing that coverage is in place and active at all times while the Shared Vehicle is on the premises of the Airport, and shall respond to any claim.

(6) Delivery of Policies or Certificates.

On or before the Commencement Date, and before the expiration of any insurance policy thereafter, the PVS Permit Holder shall provide to the Port copies of its insurance certificates evidencing the above insurance, and, upon request, promptly provide copies of the required insurance policies.

(7) Subrogation.

Notwithstanding anything to the contrary herein, each PVS Permit Holder waives and releases any right of recovery against the Port and its commissioners, officers, agents and employees, and their successors and assigns, for any loss or damage to the extent the same is covered by the PVS Permit Holder's insurance. Each PVS Permit Holder shall obtain from its insurers, a waiver of subrogation rights the insurer may have against Port in connection with any Loss covered by the PVS Permit Holder's insurance.

(8) Review of Coverage.

At the option of the Port, the insurance required under a PVS Permit shall be subject to review by the Port Risk Manager. If the Port Risk Manager should require any change in coverage, any such change shall be noticed in writing by the Port to the PVS Permit Holder and the PVS Permit Holder shall comply with the notice of change within thirty (30) days of receipt of such notice.

8. Deposit

a. Amount of Deposit.

Upon execution of a PVS Permit, the PVS Permit Holder will deliver to the Director the PVS Security Deposit.

b. Form of Deposit.

Such PVS Security Deposit shall be in the form of: (i) a surety bond payable to Port, naming

Port as obligee, and otherwise in form satisfactory to the Port Attorney, and issued by a surety company satisfactory to the Director; (ii) a letter of credit naming Port as beneficiary, and otherwise in form satisfactory to the Port Attorney, issued by a bank satisfactory to the Director; or (iii) ACH or wire transfer to the Port. With the Director's consent, the PVS Permit Holder shall be permitted to submit as the PVS Security Deposit a treasury bond, a certificate of deposit, or a certified check, or a credit card, all in form satisfactory to the Director, in the PVS Security Deposit amount. Such bond or letter of credit shall be kept in full force and effect at all times to ensure the faithful performance by the PVS Permit Holder of all covenants, terms, and conditions of the PVS Permit and this Section 8.01.100 L., including payment of Privilege Fees. The PVS Permit Holder shall cause the surety company or bank issuing such bond or letter of credit to give the Director notice in writing by registered mail at least forty-five (45) days prior to the expiration date of such bond or letter of credit of its intention not to renew said bond or letter of credit.

c. Use of Deposit.

The Port may use, apply, or retain all or any portion of the PVS Security Deposit for the payment of any amounts owed under the PVS Permit or this Section 8.01.100 L., including (without limitation) unpaid Privilege Fees or any loss, damage, or expense for which the Port is entitled to payment or reimbursement by the PVS Permit Holder under the PVS Permit or this Section 8.01.100 L. If the Port so uses or applies all or any portion of the PVS Security Deposit, the PVS Permit Holder, within ten (10) days after demand therefore, shall deposit with the Port other security acceptable to the Director in an amount sufficient to restore the PVS Security Deposit to the full amount thereof. In the event the surety company or bank declines to renew or elects to cancel the bond or letter of credit comprising the PVS Security Deposit, the PVS Permit Holder shall, at least fifteen (15) days prior to the expiration or cancellation date thereof, replace such bond or letter of credit with another bond or letter of credit. If the PVS Permit Holder fails to do so, Port may, without notice to the PVS Permit Holder, draw on the entirety of the PVS Security Deposit and hold the proceeds thereof as security for performance under the PVS Permit and this Section 8.01.100 L. The Port shall not be required to keep the PVS Security Deposit separate from its general accounts. If the PVS Permit Holder performs all obligations hereunder, the PVS Security Deposit, or so much thereof as has not theretofore been applied by the Port, shall be returned, without payment of interest or other increment for its use, to the PVS Permit Holder (or, at the Port's option, to the last assignee, if any, the PVS Permit Holder's interest hereunder) after the revocation or termination of the PVS Permit. No trust relationship is created herein between Port and any PVS Permit Holder with respect to the PVS Security Deposit.

9. Default; Remedies; Administrative Fines

a. Events of Default.

The following events shall constitute a material breach of the PVS Permit and be Events of Default:

- (1) The PVS Permit Holder fails to timely pay the monthly Privilege Fee, or to make any other payment required under the PVS Permit or this Section 8.01.100 L., when due to the Port, and such failure continues beyond the date specified in a written notice of such breach or default from the Director, which date shall be no earlier than the third day after the effective date of such notice. Notwithstanding the foregoing, in the event there occur two defaults in the payment of monthly Privilege Fees or other payment under the PVS Permit or this Section 8.01.100 L., the PVS Permit Holder shall not be entitled to, and the Port shall have no obligation to give, notice of any further defaults in the

payment of monthly Privilege Fees or other payment. In such event, there shall be deemed to occur an Event of Default immediately upon the PVS Permit Holder's failure to timely pay Privilege Fees or other payment due under the PVS Permit or this Section 8.01.100 L.; or

- (2) The PVS Permit Holder becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property; or
- (3) A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, is filed against the PVS Permit Holder and is not dismissed within thirty (30) days after the filing thereof; or
- (4) A Transfer occurs without the prior approval of the Port, as required under Section 8.01.100 L.5. (Assignment); or
- (5) The PVS Permit Holder fails to provide the PVS Security Deposit within five (5) days after the date specified by the Director or fails to maintain in full such PVS Security Deposit at all times while the PVS Permit is in effect, and such failure shall continue for a period of more than three days after delivery by Director of written notice of such failure; or
- (6) The PVS Permit Holder fails to obtain and maintain the insurance required under the PVS Permit or this Section 8.01.100 L., or provide copies of the policies or certificates to the Port; or
- (7) The PVS Permit Holder fails to keep, perform or observe each and every other promise, covenant and agreement set forth in the PVS Permit or this Section 8.01.100 L., and such failure continues for a period of more than three days after delivery by Director of a written notice of such failure (First Notice); or if satisfaction of such obligation requires activity over a period of time, if the PVS Permit Holder fails to commence the cure of such failure within three days after receipt of the First Notice, or thereafter fails to diligently prosecute such cure, or fails to actually cause such cure within 120 days after the giving of the First Notice; or
- (8) A default occurs under any other agreement between the PVS Permit Holder and the Port, if any, and such default is not cured as may be provided in such agreement; provided, however, that nothing herein shall be deemed to imply that the PVS Permit Holder shall be entitled to additional notice or cure rights with respect to such default other than as may be provided in such other agreement.

b. Remedies.

Upon the occurrence and during the continuance of an Event of Default, the Port shall have the following rights and remedies in addition to all other rights and remedies available to the Port under the PVS Permit, the Rules and Regulations, at law, or in equity:

- (1) The Port may elect in its sole discretion to increase the PVS Security Deposit in an amount up to six months of Privilege Fees as determined by the Port and/or require prepayment of Privilege Fees. The Port will set the amount of the

prepayment based on the highest previous monthly Privilege Fee plus any other fines and charges due under the PVS Permit or this Section 8.01.100 L., which amounts shall be due in full prior to further operations under the PVS Permit;

(2) The Port may elect to terminate the PVS Permit; and/or

(3) The Port may elect to terminate any other agreement between the PVS Permit Holder and the Port. Nothing in this Section shall be deemed to limit the Port's right to revoke the PVS Permit as provided in Section 8.01.100 L.2.c. (Early Termination).

c. Port Right to Perform.

All agreements and provisions to be performed by the PVS Permit Holder under any of the terms of the PVS Permit or this Section 8.01.100 L. shall be at its sole cost and expense and without any abatement of monthly Privilege Fees. If the PVS Permit Holder fails to pay any sum of money, other than monthly Privilege Fees, required to be paid by it hereunder, or fails to perform any other act on its part to be performed hereunder and such failure continues for ten (10) days after notice thereof by the Port, the Port may, but is not obligated to, make any such payment or perform any such other act on the PVS Permit Holder's part to be made or performed as provided in the PVS Permit or this Section 8.01.100 L. without waiving or releasing the PVS Permit Holder from any obligations established herein. All sums so paid by the Port and all necessary incidental costs shall be payable to the Port on demand.

d. Cumulative Rights.

The exercise by the Port of any remedy provided in the PVS Permit or this Section 8.01.100 L. shall be cumulative and shall in no way affect any other remedy available to the Port at law or in equity.

e. Administrative Fines.

In addition to the remedies available in Section 8.01.100 L.9.b. (Remedies) and in Section 8.01.100 L.3.f. (Consequences of Engaging in Prohibited Activities), the Port may elect to impose administrative fines against a PVS Permit Holder, Shared Vehicle Owner, or Shared Vehicle Driver, as further described in Table 8.01.190 H. (Violations and Remedial Actions for Personal Vehicle Sharing Violations). The Port's right to impose the Administrative Fines shall be in addition to and not in lieu of any and all other rights and remedies under the PVS Permit, in the Rules and Regulations, or at law or in equity. The Port shall have no obligation to a PVS Permit Holder to impose the Administrative Fines on or otherwise take action against any other permittee or tenant at the Airport. Each PVS Permit Holder acknowledges and agrees that the Administrative Fines are a reasonable approximation of damages incurred by the Port because of a violation of the specified terms of the PVS Permit or this Section 8.01.100 L., which damages are impractical or impossible to determine.

10. Hazardous Materials

a. PVS Permit Holder Covenants.

Each PVS Permit Holder, Shared Vehicle Owner, and Shared Vehicle Driver shall: (i) comply with all applicable Environmental Laws; and (ii) not cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of, in, on, or about the Airport, or transported to or from the Airport except motor vehicle fuel or oils contained entirely in

Vehicles in customary amounts, and in that case, only in strict compliance with Environmental Laws.

b. Environmental Indemnity.

Each PVS Permit Holder shall indemnify, defend, and hold harmless the Port from and against any and all Losses arising during or after the Permit Period as a result of or arising from: (i) a breach by the PVS Permit Holder of its obligations contained in Section 8.01.100 L.10.a. (PVS Permit Holder Covenants); or (ii) any Release of Hazardous Material from, in, on or about the Airport caused by the act or omission of the PVS Permit Holder, any Shared Vehicle Owner, or any Shared Vehicle Driver. Within 21 days of receipt of an invoice, the PVS Permit Holder shall reimburse the Port for any fines or penalties that may be levied against the Port by any governmental agency due to the PVS Permit Holder or its agents, employees, Shared Vehicle Drivers, or Shared Vehicle Owners failure to comply with Environmental Laws.

c. Environmental Audit.

Upon reasonable notice, the Director shall have the right but not the obligation to conduct or cause to be conducted by a firm acceptable to the Port, an environmental audit or any other appropriate investigation of operations by a PVS Permit Holder, Shared Vehicle Drivers, and/or Shared Vehicle Owners for possible environmental contamination issues. The PVS Permit Holder shall pay all costs associated with said investigation in the event such investigation shall disclose any Hazardous Materials contamination as to which the PVS Permit Holder is liable hereunder.

d. Air Quality Measures.

Each PVS Permit Holder shall use best efforts to use the least polluting emission sources under the PVS Permit. Upon the Port's request, the PVS Permit Holder shall negotiate in good faith with the Port during the Permit Period to implement new air quality control measures under the PVS Permit when new technologies or other opportunities arise. To the extent applicable, the PVS Permit Holder shall use best efforts to apply for and obtain air quality-related grants or other incentive funding to obtain, or construct infrastructure to support, zero emission sources related to the PVS Permit.

e. Stormwater.

Each PVS Permit Holder shall comply with the Port Storm Water Ordinance (Port Ordinance No. 4311, as it may be amended or codified) and in accordance with any applicable storm water permits.

f. Environmental Contact.

Each PVS Permit Holder shall provide the Port with a contact for matters related to this Section.

11. Port and Other Governmental Provisions

a. No Representations.

Each PVS Permit Holder acknowledges and agrees that neither Port nor any person on behalf of the Port has made, and the Port hereby disclaims, any representations or warranties, express or implied, regarding the business venture proposed by the PVS Permit Holder at the Airport, including any statements relating to the potential success or profitability of such venture. Each PVS Permit Holder represents and warrants that it has

made an independent investigation of all aspects of the business venture contemplated by the PVS Permit.

b. Limitation on Damages.

Notwithstanding anything to the contrary herein, in no event will the Port, its commissioners, directors, officers, and employees be liable to any PVS Permit Holder, any Affiliates, or Related Parties, or any Shared Vehicle Owners or Shared Vehicle Drivers for any consequential, incidental, or special damages, or lost revenues or lost profits.

c. Sponsor Assurance Agreement.

Each PVS Permit shall be subordinate and subject to the terms of any Sponsor Assurance Agreement or any like agreement heretofore or hereinafter entered into by Port and any agency of the United States of America.

d. Airport Intellectual Property.

No PVS Permit Holder shall use the Port's intellectual property, including the Airport's name or logo, CADD designs, and copyrighted publications, unless expressly authorized by the Port in writing. No proposers, bidders, contractors, tenants, PVS Permit Holder, and others doing business with or at the Airport (including subcontractors and subtenants) may use the Airport's intellectual property, or any intellectual property confusingly similar to the Airport's intellectual property, without the Director's prior written consent.

e. General Civil Rights Provisions.

In all activities within the scope of its airport program, each PVS Permit Holder shall comply with pertinent statutes, Executive Orders, and such rules as identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

f. Drug-Free Workplace.

Each PVS Permit Holder acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on Port premises. Any violation of this prohibition by the PVS Permit Holder or any Shared Vehicle Driver or Shared Vehicle Owner shall constitute a default under the PVS Permit and this Section 8.01.100 L.

g. Compliance with the ADA.

Each PVS Permit Holder acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity, whether directly or through a contractor, must be accessible to the disabled public. Each PVS Permit Holder, Shared Vehicle Driver, and Shared Vehicle Owner shall provide the services specified in the PVS Permit and this Section 8.01.100 L. in a manner that complies with the ADA as applicable and any and all other applicable federal, state and local disability rights legislation. Each PVS Permit Holder agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the PVS Permit and this Section 8.01.100 L. and further agrees that any violation of this prohibition on the part of the PVS Permit Holder's employees, agents, or assigns shall constitute a material breach of the PVS Permit.

## Section 8.01.120 Violations

### A. General

All Persons at the Airport shall comply with the Rules and Regulations. Permit Holders (Airport Permits and Airport Taxi Permits) ~~and~~, TNC Permit Holders, PVS Permit Holders, Drivers of Ground Transportation Vehicles and Taxicabs, TNC Drivers, Shared Vehicle Owners, and Shared Vehicle Drivers shall, as a condition for maintaining their authorization to conduct business at the Airport, strictly comply with the Rules and Regulations including those provisions set forth in Section 8.01.100 as they relate to Ground Transportation Services ~~and~~, Taxicab Services, TNC Services, and Personal Vehicle Sharing requirements. All Persons, Port employees and Airport Security Badge holders must comply with all Security Regulations, including all security and safety directives, regulations and guidance documents, as outlined and referenced in the Rules and Regulations. Any Person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of the Rules and Regulations or any lawful order issued pursuant thereto in any form or manner (such conduct individually and collectively referred to in this Section as a "violation") may be denied use of and entry to the Airport by the Director or Assistant Director and shall be subject to the remedial actions, penalties, and fines, as applicable, as set forth in the Violation Tables in Sections 8.01.160—8.01.190, in addition to any and all other remedies available to the Port in equity and law.

### B. Violation Tables

#### 1. Security Violations

The Security Violation Tables 8.01.160 A.—8.01.160 E. set forth in Section 8.01.160 (Security Violation Tables) identify the potential violations of Airport security rules (Section 8.01.040, and all Security Regulations, including associated security directives, and any requirements conveyed through Port-provided SIDA training, regulations and guidance documents). The violations are further categorized as Level One Violations (less serious) in Table 8.01.160 A., Level Two Violations (low-moderate) in Table 8.01.160 B., Level Three Violations (moderately serious) in Table 8.01.160 C., and Level Four Violations (very serious) in Table 8.01.160 D., and each carry a commensurate remedial action (including penalties and fines) as enumerated in Table 8.01.160 E. in Section 8.01.160 (Security Violation Tables).

Violations of Airport security rules pose a particular risk with respect to safe and effective Airport operations. The Aviation Security Manager (as defined in Section 8.01.130) is authorized to accelerate or increase the remedial actions (including penalties and fines) associated with any security violation identified in Violation Tables 8.01.160 A.—8.01.160 E. in Section 8.01.160 (Security Violation Tables) in instances involving aggravating circumstances, including but not limited to, the alleged violator's intent, planning, premeditation involved in committing the violation, injury to person or property, cooperation throughout the administrative process, potential for recidivism, and any other national security considerations related to the violation.

#### 2. Airside Safety Violations

The Airside Safety Violation Tables 8.01.170 A.—8.01.170 E. set forth in Section 8.01.170 (Airside Safety Violation Tables) identify potential airside safety violations including violations of Airside Safety Regulations. The violations are further categorized as Level One Violations (less serious) in Table 8.01.170 A., Level Two Violations (low-moderate) in Table 8.01.170 B., Level Three Violations (moderately serious) in Table 8.01.170 C., and Level Four Violations (very serious) in Table 8.01.170 D., and each carry a commensurate remedial action (including penalties and fines) as enumerated in Table 8.01.170 E. in Section 8.01.170 (Airside Safety Violation Tables).

#### 3. Individual and Commercial Violations

The Individual and Commercial Violation Tables 8.01.180 A.—8.01.180 E. set forth in Section 8.01.180 (Individual and Commercial Violation Tables) identify potential individual and commercial violations (including, but not limited to, violations of Sections 8.01.040, 8.01.050, 8.01.060, and 8.01.110). The violations are categorized as Level One (less serious) in Table 8.01.180 A., Level Two Violations (low-

moderate) in Table 8.01.180 B., Level Three Violations (moderately serious) in Table 8.01.180 C., and Level Four Violations (very serious) in Table 8.01.180 D., and each carry a commensurate remedial action (including penalties and fines) as enumerated in Table 8.01.180 E. in Section 8.01.180 (Individual and Commercial Violation Tables).

4. Ground Transportation, Taxicab, TNC, and TNC Personal Vehicle Sharing Violations

The Violation Tables 8.01.190 A.—8.01.190 ~~GH~~. set forth in Section 8.01.190 (Ground Transportation Violation Tables) identify potential Ground Transportation, Taxicab, TNC, and TNC Personal Vehicle Sharing violations of Section 8.01.100 Tables 8.01.190 A.—8.01.190 F. apply to Ground Transportation Services and Taxicab Services: Minor Violations in Table 8.01.190 A., Level One Violations (less serious) in Table 8.01.190 B., Level Two Violations (low-moderate) in Table 8.01.190 C., Level Three Violations (moderately serious) in Table 8.01.190 D., and Level Four (very serious) in Table 8.01.190 E., and each carry a commensurate remedial action (including penalties and fines) as enumerated in Table 8.01.190 F. Table 8.01.190 G. applies to TNC Services. Table 8.01.190 H. applies to Personal Vehicle Sharing.

5. Enforcement

All violations of the Rules and Regulations shall be enforced using the Administrative Process established in Section 8.01.130, which process generally includes the issuance of a Notice of Citation followed by an NOV and the opportunity for an administrative appeal through an informal resolution process and/or a formal hearing process. The Port does not, however, waive its right to pursue any and all other remedies at law and equity, and may do so as its authorized representatives deem appropriate in any given situation.

C. Violations of Port Rules and Regulations, Federal, State and City Laws

Violations of any laws, ordinances, statutes, rules, regulations or orders of any governmental authority, whether federal, state or local, including the California Vehicle Code, Title 13 of the California Code of Regulations, Chapter 10.56 of the City Municipal Code, the Airport Ground Traffic Regulations, and the Rules and Regulations, shall be subject to the fines and penalties provided for therein, in addition to the applicable fines and penalties set forth in the Rules and Regulations.

## Section 8.01.190 Ground Transportation Violation Tables

TABLE 8.01.190 A.  
MINOR GROUND TRANSPORTATION VIOLATIONS

Violation Type	Violation Description
<b>General Violations</b>	(GT.1) Violation of Sections 8.01.100 F.1—3, regarding Professional Standards, English language, and driver identification
	(GT.2) Violation of Section 8.01.100 A.8., regarding suspension of necessary certificates from the Commission
<b>Vehicle Violations</b>	(GT.3) Violation of Sections 8.01.100 D.12 and 8.01.100 D.16, regarding Vehicle identification and transponders
	(GT.4) Violation of Section 8.01.100 A.8., regarding Vehicles operating without an equipment statement
	(GT.5) Violation of Section 8.01.090 G., regarding Vehicles parked in restricted lots
	(GT.6) Violation of Section 8.01.100 D., regarding Vehicles with expired tags
	(GT.7) Violation of Section 8.01.100 J.1.—8. (Ground Transportation, Taxicab, and TNC Insurance), regarding compliance with insurance requirements
	(GT.8) Violation of Sections 8.01.100 E.1.—9., regarding Vehicle specifications, Vehicle condition and appearance, Vehicle inspections, repair notices, Vehicles maintenance programs, Starters, Taxicab pickups, and Taxicab records
	(GT.9) Tampering with an installed AVI Transponder

TABLE 8.01.190 B.  
LEVEL ONE GROUND TRANSPORTATION VIOLATIONS

Violation Type	Violation Description
<b>General Violations</b>	(GT.10) Failure to provide the current fare schedule (Section 8.01.100 A.9.)
	(GT.11) Failure to give the proper form of receipt to customers (Section 8.01.100 A.12.)
	(GT.12) Charging customers excessive fares (Section 8.01.100 D.7.)
	(GT.13) Improper solicitation (Section 8.01.100 D.9.)
	(GT.14) Unauthorized loading/unloading (Section 8.01.100 D.10.)
	(GT.15) Unauthorized meet and greet or unattended Vehicles (Section 8.01.100 D.11.)
	(GT.16) Littering (Section 8.01.100 D.13.)
	(GT.17) Unauthorized repair/maintenance (Section 8.01.100 D.14.)
	(GT.18) False/misleading information (Section 8.01.100 D.15. (minor)
	(GT.19) Operating under more than one permit (Section 8.01.100 A.2.)
	(GT.20) Failure to provide or maintain required methods of payment (Section 8.01.100 G.2.—3.)
(GT.21) Any other failure to adhere to Section 8.01.100 (low level of severity)	

TABLE 8.01.190 C.  
LEVEL TWO GROUND TRANSPORTATION VIOLATIONS

Violation Type	Violation Description
<b>General Violations</b>	(GT.20) Refusal to transport a passenger (Section 8.01.100 D.19.)
	(GT.21) Refusal to convey scripts for seniors (Section 8.01.100 D.21.)
	(GT.22) Unauthorized use of Airport tenant facilities (Section 8.01.100 D.23.)
	(GT.23) Improper conduct such as use of profane or vulgar language, gambling or participation in other games of chance where money is involved (Section 8.01.100 D.18.a.)
	(GT.24) Refusal to convey fares (Section 8.01.100 D.19.)
	(GT.25) Failure to pay fines assessed for violation of the Rules and Regulations
	(GT.26) Unregistered Drivers (Section 8.01.100 D.2.c.)
	(GT.27) Any other failure to adhere to Section 8.01.100 (low to moderate level of severity)

TABLE 8.01.190 D.  
LEVEL THREE GROUND TRANSPORTATION VIOLATIONS

Violation Type	Violation Description
<b>General Violations</b>	(GT.28) Major Improper Conduct, including commission of a misdemeanor, defecating or urinating in public, or reckless or intentional destruction of property at the Airport (Section 8.01.100 D.18.b.)
	(GT.29) Unsafe transportation of passengers (Section 8.01.100 D.8.)
	(GT.30) False/misleading information (Section 8.01.100 D.15.) (moderate)) (e.g., using a forged parking sticker to gain access to and/or parking in restricted parking lots
	(GT.31) Failure to report accidents that occur on Airport property (Section 8.01.090 B.)
	(GT.32) Unregistered Drivers (Section 8.01.100 D.2.c.)
	(GT.33) Unattended Vehicles (Section 8.01.100 D.12.)
	(GT.34) Failure to produce a waybill, unless exempted by the CPUC (Sections 8.01.100 D.2., 8.01.100 D.10. and 8.01.100 E.9.)
	(GT.35) Any other failure to adhere to Section 8.01.100 (moderate to serious level of severity)

TABLE 8.01.190 E.  
LEVEL FOUR GROUND TRANSPORTATION VIOLATIONS

Violation Type	Violation Description
<b>General Violations</b>	(GT.36) Major Improper Conduct, including commission of a felony at the Airport - failure to cooperate with any Airport official in the performance of his or her official duties, engaging in an act of physical violence, assault or battery upon any Person at the Airport, verbal threats of imminent violence against any Person, possession of a firearm or other Weapon at the Airport without the prior written approval of the Assistant Director, or, acting in a manner intended to, or reasonably likely to, cause physical injury to any person or property or threaten the safety of any other person at the Airport (Section 8.01.100 D.18.c.)
	(GT.37) Drugs/Alcohol (Section 8.01.100 D.17)
	(GT.38) False/misleading information (Section 8.01.100 D.15.) (very severe level) (e.g., creating and/or distributing false or forged parking stickers, hang tags, or any other device used to allow parking privileges in Airport parking lots)
	(GT.39) Any other failure to adhere to Section 8.01.100 (very high level of severity)

TABLE 8.01.190 F.  
 REMEDIAL ACTIONS FOR GROUND TRANSPORTATION VIOLATIONS  
 MINOR GROUND TRANSPORTATION VIOLATIONS

<b>Violation Type</b>	<b>Number of Violations in a Two-year Period</b>	<b>Fine</b>	<b>Immediate suspension of Driver until remedies, as determined by Landside Operations Manager</b>	<b>Immediate suspension of Vehicle until remedies, as determined by Landside Operations Manager</b>
General Violation	1	\$200	X	X
General Violation	2	\$375	X	X
General Violation	3	\$500	X	X
Vehicle Violation	1	\$200	X	N/A
Vehicle Violation	2	\$375	X	N/A
Vehicle Violation	3	\$500	X	N/A

GROUND TRANSPORTATION VIOLATIONS

Violation Level	No. of Violations in a Two-Year Period	Fine	Points*	May Meet with Landside Ops. Manager to Review Violation	Shall Meet with Landside Ops. Manager to Review Violation	Suspensions									
						1 Day	2 Day	3 Day	4 Day	5 Day	1 Mo.	3 Mo.	9 Mo.	Permanent	
Level One	1	\$100	1	X		X									
Level One	2	\$200	1	X			X								
Level One	3	\$300	1		X					X					
Level One	4	\$400	2		X					X					
Level Two	1	\$200	2		X		X								
Level Two	2	\$300	2		X					X					
Level Two	3	\$400	2		X										X
Level Three	1	\$300	3		X					X					
Level Three	2	\$500	3		X										X
Level Four (with mitigating factors)	1	\$500	4		X								X		
Level Four	1	\$500	4		X										X
Level Four	2	N/A	4		X										X

Additional Remedial Actions	Immediate Suspension Forty-Eight (48) Hours	Replacement Fee to cover the cost of property	Permanent Suspension
Any act that involves physical violence and/or drugs and/or alcohol at the Airport	X		
Any act that results in the destruction of issued transponders, GPS Tracking equipment or any other device issued by the Port		X	
Individuals Who Receive <b>Six (6)</b> or More Points Within a Two-Year Period			X
<i>* All points are cumulative within any two-year period. Points expire two (2) years from the date they were imposed.</i>			

SAMPLE POINT CALCULATION FOR GROUND TRANSPORTATION VIOLATIONS

Individual Name	Level of Violation	Number of Violations in Two (2) Years	Date Committed	Points per Violation	Total Accumulated Points in Two (2) Years
John Doe	Level One	1st	01/01/2016	1	1
John Doe	Level One	2nd	01/01/2017	1	2
John Doe	Level Two	1st	01/01/2017	2	4

TABLE 8.01.190 G.

VIOLATIONS AND REMEDIAL ACTIONS FOR TNC VIOLATIONS

Section Reference(s)	Violation	Number of Violations in a Two-Year Period	Fine and/or Other Remedy
8.01.100 C.4.a	TNC Permit Holder Violations	N/A	Port's sole discretion to take one of following actions: 1. Suspend the TNC Permit until TNC Permit Holder submits increased deposit for TNC Permit in an amount up to six (6) months of Monthly Permit Fees (as determined by the Port) and/or prepays Monthly Permit Fees (set by Port based on highest previous Monthly Permit Fee plus any fines or charges due under the Rules and Regulations); or 2. Terminate the TNC Permit
8.01.100 C.4.a(11)	TNC Permit Holder Violations - Failure to accurately	1	\$100
		2 and beyond	\$500 and possible termination of TNC Permit

Section Reference(s)	Violation	Number of Violations in a Two-Year Period	Fine and/or Other Remedy
	report on the Monthly Report a TNC Trip made by a TNC Driver		
8.01.100 C.4.b	TNC Driver Major Violations	1	\$500 and possible suspension of TNC Driver's ability to provide TNC Services
		2 and beyond	\$500 and permanent revocation of TNC Driver's ability to provide TNC Services
8.01.100 C.4.c	TNC Driver Moderate Violations	1	\$250
		2	\$250 and possible suspension of TNC Driver's ability to provide TNC Services
		3 and beyond	\$250 and permanent revocation of TNC Driver's ability to provide TNC Services
8.01.100 C.4.d	TNC Driver Minor Violations	1	\$100
		2	\$100
		3	\$100
		4 and beyond	\$500 and permanent revocation of TNC Driver's ability to provide TNC Services
8.01.100 C.4.e	Violations Threatening Airport Safety or Operations	N/A	Immediate suspension or revocation of TNC Permit, or of TNC Driver's ability to provide TNC Services

TABLE 8.01.190 H.

VIOLATIONS AND REMEDIAL ACTIONS FOR PERSONAL VEHICLE SHARING VIOLATIONS

<u>Section / Reference(s)</u>	<u>Violation</u>	<u>Fine and/or Other Remedy</u>
<u>8.01.100 L.1.c.; L.3.a.; L.3.e.(1), (4), (8), (12), (14), and (16); L.3.f</u>	<u>Personal Vehicle Sharing prohibited activities, such as: field/curbside violations, including transactions outside Designated Areas, improper curbside pick up or drop off, improper staging or parking, improper use of Airport roadways, recirculation, or solicitation.</u>	<u>\$100 per violation; payment of any parking fees, fines, or other amounts owed to the Port because of the violation.</u>
<u>8.01.100 L.3.g.; L.4.c.; L.4.d.(1)–(4)</u>	<u>Failure to provide accurate reports (besides for Vehicle Sharing Transactions) or failure to timely provide required reports.</u>	<u>\$100 per inaccurate report or instance of untimely provision of report.</u>
<u>8.01.100 L.4.a.; L.4.c.; L.4.d.(5); L.9.a.(1)</u>	<u>Failure to accurately report all Personal Vehicle Sharing Transactions on required reports.</u>	<u>\$300 per inaccurate report with Personal Vehicle Sharing Transactions.</u>
<u>8.01.100 L.3.g.; L.4.d.(1)</u>	<u>Failure to provide required audit documents.</u>	<u>\$100 per day, per occurrence.</u>
<u>8.01.100 L.2.a.; L.3.h.; L.7.d.–e.; L.8; L.9.a.(5)–(7)</u>	<u>Failure to maintain required insurance, required security deposit, approved representative, or other permit condition.</u>	<u>Port may suspend or terminate the Personal Vehicle Sharing Permit until cured; Port may draw on the security deposit; additional fines and remedies available under the Rules and Regulations.</u>
<u>8.01.100 L.3.d.; L.3.e.; L.3.f.(2)–(5); L.9.e</u>	<u>Repeated, dangerous, fraudulent, criminal, or egregious conduct by a Shared Vehicle Owner or Shared Vehicle Driver, including reckless driving, acts of violence, defacing Airport property, serious property damage, injury, or failure to comply with orders of civilian or law enforcement personnel.</u>	<u>Immediate exclusion of Shared Vehicle Owner or Shared Vehicle Driver from Personal Vehicle Sharing at the Airport; towing or removal as applicable; possible suspension or termination of Personal Vehicle Sharing Permit; all other remedies available under the Rules and Regulations.</u>
<u>8.01.100 L.</u>	<u>Any other failure to adhere to Personal Vehicle Sharing requirements.</u>	<u>Fine and remedy determined by the Landside Operations Manager consistent with Section 8.01.120, Section 8.01.130, and the Rules and Regulations.</u>

### APPENDIX C-3 Airport Master Fee Schedule

POAC Section	Description	Fee
8.01.040 B.10.g.	Fine for failure to report Airport Security Badge that is lost, stolen, or for which there is no longer any Official Business Purpose	\$150
8.01.040 B.10.h.	Fine for unreturned Airport Security Badge	\$500
8.01.040 B.10.i.	Fee for replacement Airport Security Badge (supersedes any contrary provision in another duly adopted ordinance (as amended) imposing rates and charges at the Airport)	1st Replacement: \$100 2nd Replacement: \$150 3rd Replacement: \$200
8.01.100 A.4.	Airport Permit Application Fee	Qualified Operator: \$300 Partially Exempt Qualified Operator: \$222 Exempt Qualified Operator: \$444 Qualified Operator Applying for Temporary Operating Permit: \$25
8.01.100 A.5.	Operator Transponder Fee	\$50 per Vehicle
8.01.100 A.13.c.	Airport Permit Renewal Fee	Before end of Permit Period: \$200 Up to 30 days after end of Permit Period: \$250
8.01.100 B.2.a.	Taxi Permit Application Fee	\$300
8.01.100 B.3.a.	Taxi Permit Renewal Fee	Before end of Permit Period: \$200 Up to 30 days after end of Permit Period: \$250
8.01.100 B.8.	Taxi Permit Transfer Fee	\$50
8.01.100 E.2.f.	Taxi Transponder Fee	\$50
8.01.100 E.4.b.	Off-Site Vehicle Inspection Fee (distance calculated for travel using publicly accessible roadways from 1 Airport Drive, Oakland) (inspection fee is non-refundable if canceled after Port staff commenced travel to the site)	Inspection Fee for Site 30 Miles or Less: \$805 Inspection Fee for Site Over 30 Miles: \$1,525 Fee for Inspections Cancelled Without at Least Two (2) Business Days' Written Notice: \$100
8.01.100 G.1.a.	Limousine Per Trip Fee	*Non-Alternative Fuel Vehicle: \$3.70 *Alternative Fuel Vehicle: \$3.35
8.01.100 G.1.b.	Door-to-Door On-Demand Shuttle Per Trip Fee	*Non-Alternative Fuel Vehicle: \$3.70 *Alternative Fuel Vehicle: \$3.35
8.01.100 G.1.c.	Door-to-Door Reservation Shuttle and Scheduled/Charter Operator Per Trip Fee	*Non-Alternative Fuel Vehicle: \$3.70 *Alternative Fuel Vehicle: \$3.35
8.01.100 G.1.d.(1)	Hotel Courtesy Vehicle Per Trip Fee	\$3.35
8.01.100 G.1.d.(2)	Parking Courtesy Vehicle Per Trip Fee	\$3.35
8.01.100 G.1.e.	Airport Permit Dwell Time Fee	\$0.50 per minute (or portion thereof) in excess of 30 minutes, not to exceed \$50 per instance

8.01.100 G.1.f.	Partially Exempt Qualified Operator Annual Fee Exempt Qualified Operator Annual Fee	Partially Exempt Qualified Operator: \$222 Exempt Qualified Operator: \$444
8.01.100 G.2.b.	Airport Permit Security Deposit	\$500 for first five (5) Vehicles and \$50 for each Vehicle thereafter
8.01.100 G.3.a.	Taxi Per Trip Fee	*Non-Alternative Fuel Vehicle: \$3.70 *Alternative Fuel Vehicle: \$3.35
8.01.100 G.4.	Taxi Lost/Damaged Transponder Fee	\$50
Section	Description	Fee
8.01.100 G.5.a.	TNC Per Trip Fee	*Non-Alternative Fuel Vehicle: \$3.70 *Alternative Fuel Vehicle: \$3.35
8.01.100 G.5.c.	TNC Security Deposit	Amount equal to three (3) months of the Monthly Permit Fee, as determined by the Port
<u>8.01.100 L.8.a.</u>	<u>PVS Security Deposit</u>	<u>Amount equal to three (3) months of estimated Privilege Fees, as determined by the Port</u>

*\* All Vehicles shall be assumed to be Non-Alternative Fuel unless the Port determines, in its sole and reasonable discretion, that any Trips were made by Alternative Fuel Vehicles based on adequate documentation or evidence provided by the Permit Holder or TNC Permit Holder, as applicable.*