

COMMERCIAL GROUND TRANSPORTATION RULES AND REGULATIONS

TRI-CITIES REGIONAL AIRPORT, TN/VA



As Approved by

Tri-Cities Airport Commission

**January 19, 2006
Amended June 2010**

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RULES AND REGULATIONS
COMMERCIAL GROUND TRANSPORTATION**

The Tri-Cities Airport Commission (TCAC) has established a strategic initiative to meet and exceed passenger and related customer expectations by providing attractive, efficient, user friendly facilities and services. Quality ground transportation service is an integral part of the expected services available to the users of the Tri-Cities Regional Airport, TN/VA (TCRA).

TCAC has established the Rules and Regulations set forth herein which shall apply to all persons who provide, or propose to provide, ground transportation services to the public using the roadways, curbside areas, terminal space or other premises of the TCRA.

I. DEFINITIONS

“Bus” means a vehicle with a capacity of not less than fifteen (15) passengers, authorized to transport passengers for hire over public roads. This type vehicle can also be identified as a trolley coach or motor coach.

“Commercial Ground Transportation Service” means taxicab, off-airport limousine, shuttle/van, bus, courtesy vehicle, common for-hire carrier, or contract carrier services provided to the public to or from Tri-Cities Regional Airport, TN/VA by or on behalf of an operator of such a business.

“Commission” is the Tri-Cities Airport Commission.

“Common Carrier” of passengers means any operator who provides or proposes to provide on demand for hire motor vehicle transportation for compensation over regular and/or irregular routes.

Common Carrier will be required to lease floor space at TCRA.

“Contract Carrier” means any operator who provides or proposes to provide transportation of property or passengers by motor vehicle for compensation as provided in a written contract between the carrier and a specific company.

“Courtesy Vehicle Service” means operation of a motor vehicle providing free ground transportation to patrons of Provider’s business between the Airport and the Provider’s place of business, specifically including but without limitation: (a) a motor vehicle owned or operated by or on behalf of a hotel or motel used exclusively for the transportation of hotel or motel patrons between that hotel or motel and the Airport; or (b) a motor vehicle operated by an off-airport rental car or parking lot provider.

“Driver” shall include the Provider, as well as Provider’s employees and/or agents who drive any vehicle for commercial hire coming on the Airport.

“Holding Area” means any Airport premises designated by the Executive Director for the parking of shuttle vehicles, taxicabs, courtesy vehicles, with respect to times when such vehicles are not engaged in loading or unloading passengers. The Holding Areas shall be identified by the Commission on a diagram, and that diagram (and any update or change) shall be made

available to each appropriate Operator.

“Limousine” is any motor vehicle except a taxicab or sedan designed or constructed to accommodate and transport passengers for hire, with an extended wheel base and expanded seating capacity designed for the transport of persons. This vehicle will have additional rear seating capacity and comforts; and shall be designed to transport not more than fourteen (14) in number, exclusive of the driver.

“Loading/Unloading Zone” means, when possible, any Airport premises designated for the parking of vehicles when such vehicles are actively engaged in loading or unloading passengers or baggage, or where vehicles are parked in anticipation of such activities. The Loading/Unloading Zone shall be identified by the Commission on a diagram, and that diagram (and any update or change) shall be made available to each Operator.

“Minivan” is any motor vehicle used by a Provider to provide on-demand, for hire, for profit, transportation with a seating capacity of six, exclusive of the driver.

“Off-Airport Contract Carrier” is any operator who provides or proposes to provide transportation of property or passengers by motor vehicle for compensation as provided in a written contract between the carrier and a specific company and does not lease floor space at TCRA.

“Off-Airport Limousine” is any non-tenant operator who provides or proposes to provide transportation of passengers by limousine for compensation.

“On-Airport Contract Carrier” is any operator who provides or proposes to provide transportation of property or passengers by motor vehicle for compensation as provided in a written contract between the carrier and a specific company and leases floor space at TCRA.

“Owners” means the owners of TCRA which are the Cities of Bristol, Kingsport, and Johnson City, Tennessee, Sullivan County, Tennessee, Washington County, Tennessee, and the City of Bristol, Virginia.

“Permitted Provider” means an operator who provides or proposes to provide transportation of passengers as a Common Carrier, On-Airport Contract Carrier, or Shuttle Vehicle Service Provider.

“Pre-arranged Fare” means a passenger, or a group of passengers from an organization, that has hired Provider for a particular trip, whether such hiring occurs prior to the passenger’s arrival at the Airport or by telephone after arrival.

“Provider” wherever used in these Rules and Regulations, shall refer to and mean a person or legal entity providing or proposing to provide ground transportation services at the Airport.

“Property Carrier” means any operator who transports property (including baggage) by motor vehicle as part of a continuous movement which, prior or subsequent to such part of the continuous movement has been or will be transported by an air carrier.

“Sedan” is any four-door motor vehicle, except a limousine, minivan, or taxicab, designed or

constructed to accommodate and transport passengers for hire which does not have an extended wheel base or an expanded seating capacity designed for the transport of persons. This vehicle will have no additional rear seating capacity, area or comforts, and shall be designed to transport not more than five (5) passengers, including the driver.

“Shuttle” means any motor vehicle designed or constructed to accommodate and transport passengers for hire, not more than fifteen (15) in number, exclusive of the driver, and the principal operation of which is on a fixed route or schedule.

“Shuttle Vehicle Service” means operation of a motor vehicle other than a taxicab, providing pre-arranged, ticketed and/or scheduled transportation of multiple passengers between the Airport and multiple destinations for compensation.

“Taxicab” means a motor vehicle except a limousine, or sedan, designed or constructed to accommodate and transport passengers for hire, not more than nine (9) in number, exclusive of the driver, and the principal operation of which is confined to the area within the corporate limits of cities and suburban territory adjacent thereto, and not operated on a fixed route or schedule.

“Taxicab Service” means operation of a taxicab for-hire or for compensation, providing transportation to the public.

“Terminal” means the passenger terminal building at Tri-Cities Regional Airport, TN/VA.

II. PERMIT REQUIREMENTS

Any person proposing to provide commercial ground transportation services at TCRA as a Common Carrier, on-airport Contract Carrier, or a Shuttle Vehicle Service must obtain a permit from the Commission prior to providing any ground transportation service to the public at the Airport. Both Permitted and Non-Permitted providers are subject to the rules and regulations set forth herein. Issuance of a permit shall convey the right and privilege of operating a ground transportation service at the Airport, and the use of certain Airport premises associated with such services. Issuance of a permit shall not be construed as authorization for Provider to operate any ground transportation service other than the service for which that permit is granted. Following issuance of any permit, the Commission shall retain the right to grant to persons other than that Provider the same rights and privileges, as well as the right to grant to other persons the right and privilege to provide ground transportation service different in nature from the Provider’s. TCAC reserves the right to grant an exclusive operating agreement with a common carrier who is a tenant of TCRA, the term of which will be established for a period set by TCAC with annual review of services and issuance of annual permit.

Providers of transportation as a taxicab, courtesy vehicle, or property carrier service are not currently required to operate as a Permitted provider. TCAC reserves the right to implement a permit requirement for these service providers in the future if, at its sole discretion, TCAC feels a permit is required in the best interest of the public or the Airport.

III. AIRPORT FEES AND CHARGES

- A. A \$100.00 fee for the initial permit shall be paid by the applicant as part of the permit issuance process. The fee, determined by the Commission, will also be charged for each annual renewal. The Commission reserves the right to periodically adjust the fee.
- B. Unless otherwise provided for by these Rules and Regulations, Airport permits authorizing the provision of any ground transportation services shall be granted for a twelve (12) month period. Should a term exceeding a 12-month period be established, an annual review of services and annual renewal will be required.

IV. RULES AND REGULATIONS OF GENERAL APPLICABILITY

- A. Provider agrees that it shall keep and hold harmless the Tri-Cities Airport Commission, its owners, officials, agents and employees from and against any and all claims, demands, actions, judgements, costs and expense, including attorney's fees, asserted by any person or persons, including Provider, its officials, agents and employees, by reason of the death of or injury to persons, and loss or damage to property resulting from Provider's operations, or sustained in or upon Airport premises as the result of any action or omission of Provider, its agents or employees.
- B. Provider shall obtain all licenses, permits, certificates and/or registrations(s) required by the State of Tennessee, any adjacent Commonwealth or States, and any political subdivision thereof in which Provider does business, applicable to the conduct of its activities. In providing ground transportation services to the public at the Airport, Provider shall comply with all applicable laws and regulations (including local, state or federal laws and regulations). If there is a disparity between Airport Rules and Regulations and the Federal Motor Carriers Safety Act or the Tennessee Department of Safety Motor Carrier requirements, the federal and/or Tennessee regulations shall prevail.
- C. Provider shall not engage in any discrimination, either in employment or in providing ground transportation service, on the basis of race, color, religion, sex, age, socioeconomic status, handicapping condition, or national origin as provided in Title 49, C.F.R. Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Title VI of the Civil Rights Act of 1964, and all federal regulations promulgated to achieve non-discrimination with respect to such services.
- D. All notices, written requests and/or correspondence required by these rules and regulations, or pertaining to any permit issued under these Rules and Regulations, shall be either hand-delivered or mailed to the Commission by first-class mail, postage prepaid, and shall be addressed as follows: "Executive Director, Tri-Cities Regional Airport, TN/VA, P.O. Box 1055, Blountville, Tennessee 37617". Notices mailed by the Commission to a Provider shall be mailed to the address given by Provider on its most recent permit application.
- E. The exterior and interior of all service vehicles must be kept clean. The interiors of all vehicles shall be free of paper, food, and/or other debris. All of Provider's vehicles shall be maintained, at Provider's sole expense, in good operating condition, free

from mechanical defects as well as substantial body damage or rust. Provider shall insure that all vehicles operating at the Airport are in good repair and therefore reliable to provide safe, prompt and efficient service adequate to meet all reasonable demands for the transportation offered by the Provider to and from the Airport. Whether or not a particular vehicle meets the standards set by this paragraph shall be determined in the sole judgement of the Commission's representative.

- F. The Commission may from time to time amend or modify these Rules and Regulations and shall endeavor to give Permitted Providers a fourteen (14) day advance notice of a proposed amendment or modification, unless circumstances require immediate action, as determined by the Executive Director. Non-Permitted providers can receive a copy of the most recent Rules and Regulations from the Administrative office of TCAC.
- G. Provider is not to attempt to harass or confront the general public in any attempt to deter the public's use of any other service Provider. Providers are prohibited from attempting to interfere with the efforts of other providers in performing their services.
- H. Provider is prohibited from confronting the public, or drivers and employees of other providers in an effort to enforce any of these Rules and Regulations. Providers are not authorized to direct traffic or vehicles of either the general public or other Providers. In the event, a Provider feels any other Provider has violated a specific rule or regulation, the Provider may notify the Airport Public Safety Department of the specific incident. If requested by the Airport Public Safety Department, the exact date, time, and description of an alleged violation should be provided.

V. APPLICATIONS AND PERMITS FOR COMMON CARRIER, ON-AIRPORT CONTRACT CARRIER, OR SHUTTLE VEHICLE SERVICES

Every person who seeks a permit, as required by the Commission, to provide ground transportation service at TCRA shall supply the following information with the Application for Permit:

- A. The complete business name and the address of the Provider's principle office, or a home address if Provider works from home. Provider must identify a street address, since a post office box will not be sufficient; however, if Provider desires for any correspondence or other written notices to be sent to a post office box, the Provider may also supply a post office box address for that purpose. If Provider owns any vehicle(s) under a name different than the name under which ground transportation service will be operated, Provider shall submit both names to the Commission. If Provider operates under a business name, Provider shall also provide the Commission with the correct legal name of the business. Only a duly authorized proprietor, partner or other corporate officer may apply for a permit or enter into an agreement under these Rules and Regulations.
- B. Provider shall list, on a form provided by the Commission (which shall be referred to as "Exhibit A" to the Provider's permit) each vehicle proposed to be used in the provision of ground transportation services at the Airport. Provider shall be the legal owner or lessee of all vehicles listed on Exhibit A. Except as may be provided

elsewhere in this section, only vehicles listed on a Provider's most current Exhibit A on file with the Commission shall be used in the provision of any ground transportation service at the Airport. Provider's Exhibit A may be amended to add additional vehicles or to delete or substitute vehicles, with the written approval of the Executive Director or his/her designated representation, and after fulfilling all applicable requirements.

- C. Provider shall list the name, address and driver's license number for each driver the business will use at TCRA and certify that a check of the individual's motor driving record for the past five (5) years has been completed and the driver meets the requirements of the Tennessee Department of Transportation for operation of vehicles for passenger transport.
- D. Provider will provide a listing of the proposed operating schedule.
- E. Provider must include a basic rate structure of fares along with any specific surcharges, etc. in the application process. Provider will provide current fares to specific destinations upon request from the Executive Director or his/her designated representative.
- F. Provider will provide a current Financial Statement prepared by an independent certified public accountant. If a newly-formed company, the Provider will include a pro-forma statement.
- G. The Provider will supply proof of all business and motor vehicle permits required by Federal, State and local agencies and local counties and cities served.
- H. Prior to commencing operations at TCRA, the Provider shall submit a Certificate of Insurance to the Commission on a form provided by or acceptable to the Commission verifying general public liability insurance coverage and commercial automobile insurance with respect to each and every vehicle operated by Provider at the Airport and the operation of such vehicles by Provider's drivers, herein referred to as "Required Insurance". Common Carrier and Contract Carrier must comply with the requirements set forth in the Federal Motor Carrier Safety Regulations in Rule 1340-6-1-.19.

In addition, ground transportation providers who lease premises at TCRA are required to provide a certificate of insurance as evidence of coverage of general liability in the amount of a combined single limit of \$1 million.

- 1. All required insurance policies shall be issued by an insurance company licensed to conduct business within the State of Tennessee.
- 2. The Provider will name the Owners of TCRA, the Tri-Cities Airport Commission, its officers, officials, employees and agents as additional insured parties.

- I. Any Provider desiring to lease floor space at TCRA will execute a separate Lease Agreement with the Commission.
- J. When any permit expires, the Permitted Provider will be governed solely by these Rules and Regulations until a new permit becomes effective.
- K. By the signature of Permitted Provider or Provider's duly authorized officer in receiving its permit or executing its agreement, Provider certifies that he/she has read and understands the provisions of the rules of the Commission governing the operation of ground transportation vehicles on Airport premises, and that all ground transportation vehicles offered to the public by the Provider shall be operated in accordance with these Rules and Regulations.
- L. Permitted Provider shall have the right to terminate its permit at any time upon sixty (60) days' written notice to the Commission. The Commission shall have the right to terminate Provider's permit at any time upon sixty (60) days' notice to Provider. The Commission's right to terminate any permit for violation of any of these rules and regulations shall be as specifically provided herein.

VI. GENERAL CONDUCT OF BUSINESS FOR PERMITTED SERVICE PROVIDERS

- A. Provider's permit shall at all times be expressly conditioned upon Provider's having the Required Insurance. Provider shall provide the Commission with a new Certificate, on or prior to the expiration date of any policy of Required Insurance, and upon the renewal, amendment, endorsement or alteration(s) of any Required Insurance policy.
- B. Provider shall be required to submit and keep current, during all times that the Airport permit remains in effect, proof of licenses and permits authorizing Provider to do business and to operate the ground transportation services in question.
- C. Common Carriers must accept at least three (3) major credit cards as payment for services rendered.
- D. Each of the Provider's drivers shall carry each of the licenses and permits required by these Rules and Regulations at all times while on Airport premises. Upon request of any law enforcement officer, the Commission's Executive Director or his/her designated representative, the driver shall produce the licenses and permits for inspection.
- E. Provider shall establish, to the satisfaction of the Commission, that each and every driver operating Provider's vehicles on or at the Airport is: (a) a bona fide employee or agent of Provider; (b) possesses a valid and current driver's license; and (c) possesses any other licenses or permits for operation of commercial ground transportation services required by any states or municipalities in which Provider operates.

- F. Any proposed deviation from these rules and regulations for a major special event such as NASCAR, National Storytelling Festival, sports event, etc. must be submitted to the Executive Director for review and approval no less than ten (10) days prior to the effective change. These changes may include detail as to the number and identification of service vehicles and/or additional drivers. Vehicles temporarily placed into service must be properly marked and verification of insurance coverage provided.

VII. REQUIREMENTS FOR VEHICLES IN SERVICE ON AIRPORT PREMISES BY PERMITTED SERVICE PROVIDER

- A. TCAC has determined that use of any motor vehicle on Airport premises by Permitted Provider for providing ground transportation service exceeding the age of ten (10) years from manufacturer's build date will require individual acceptance by the Executive Director or his/her designated representative.
- B. All Common Carrier vehicles shall be of a color acceptable to TCAC, and each Provider shall submit to the Commission a written description of its vehicles' color. Provider shall not be allowed to operate any vehicle at the Airport which has been deemed unacceptable to TCAC. Each vehicle shall have standard lettering, at least three inches in height depicting the company name and telephone number of the service provider. All lettering shall be of contrasting color and shall be either professionally painted or vinyl lettering professionally installed. Additionally, Provider must comply with regulations of Federal or State regulating agencies regarding vehicle markings.
- C. By listing a vehicle on Exhibit A, the provider is certifying that the vehicle meets all federal, state, and local safety and regulatory standards and has, at a minimum, the following functioning equipment:
 - Headlights
 - Directional Signals
 - Brakes (including Parking Brake) and Brake Lights
 - Seat belts or safety belts for the Driver and all passengers
 - Safe Tires, Wheels and Rims
 - Suspension Components
 - Windshield Wipers and Defroster Interior Heat and Air Conditioning
 - Rear-view and Side-view Mirrors No Cracked Glass
 - Free from any gas or exhaust leak Free from substantial oil or fluid leaks
 - Upholstery without significant damage Valid License Plates

Said certification of each vehicle will be submitted to the Commission prior to the start of service of that vehicle or at any time as deemed necessary by the Executive Director.

The Commission specifically reserves the right for the Executive Director or his/her designated representative to temporarily ban, at any time and without penalty, a specific vehicle from the Airport premises if, at the Executive Director's sole discretion, circumstances require such action to assure the safe and efficient operation of the Airport.

- D. Upon the Commission's issuance of a permit to Provider, the Provider's authorization to operate a particular vehicle at the Airport will be evidenced by a decal issued by the Commission for that vehicle. The decal shall be and remain the property of the Commission. The Provider shall be issued one decal for each vehicle listed on its Exhibit A. This decal shall be affixed to the upper left hand corner of the front windshield of the vehicle, or to another suitable location on the vehicle as designated by the Commission. Provider may request permission to transfer a decal by contacting the Executive Director or his/her designated representative. Provider nor any of its drivers, employees, agents, or representatives shall obtain and/or transfer any Airport decal from the vehicle for which it was approved without the prior written consent of the Commission. Expired decals shall be removed by Provider prior to the Commission's issuance of a new decal. Provider shall pay a charge of \$5.00 for each replacement decal issued by the Commission.
- E. In the event that Provider wishes to remove a vehicle listed in its Exhibit A from service and replace it with another vehicle, Provider shall obtain the Commission's permission in advance for the replacement by submitting a written request to the Commission stating the reason for the requested change, and specifically identifying the vehicle(s) involved in the transaction. The Commission's authorization for the requested change shall be evidenced by its written endorsement of the notice submitted to it by Provider.
- F. It shall be the responsibility of Provider to keep Exhibit A current with respect to its operations at the Airport. Provider's failure to comply with the requirements of this section and to keep Exhibit A up-to-date with respect to its operations shall be deemed a major violation of these Rules and Regulations.
- G. Provider shall supply an approved child safety seat for each of Provider's vehicles, or have timely access to an approved child safety seat when requested by a passenger.

VIII. GENERAL CONDUCT OF BUSINESS FOR PROPERTY CARRIERS

In addition to the rules and regulations herein set forth for all ground transportation providers, the following rules and regulations shall apply specifically to a Property Carrier.

- A. Property Carrier will not be allowed to transport passengers for hire without approval by the Commission for operation in compliance with sections V, VI, and VII above.
- B. A non-tenant Property Carrier who is a sub-contractor to one or more airlines at TCRA will be required to provide TCAC with certification that the limits of insurance liability as set forth by each airline have been met. A non-tenant Property Carrier who enters into a sub-contractor agreement with drivers must also provide certification to TCAC that the driver complies with insurance requirements regarding use of personal vehicles for business.

- C. Property Carrier is responsible for parking and access fees assessed by TCAC for use of spaces in the Employee Parking Lot. One hanging vehicle tag will be provided to each driver and will be displayed on the vehicle at all times when on Airport premises. Access into the designated area will be by use of ID badge or access card. The Commission reserves the right to designate an alternate location for parking of property carrier's vehicle(s).
- D. Operator is responsible for fingerprinting/background check charge for employees to be badged.
- E. Only one (1) service vehicles will be allowed per driver and authorized to park in the Employee Parking Lot. Prior authorization by TCAC must be granted for parking of any additional service vehicles. There will be a \$25.00 per month parking fee for each vehicle. The Commission reserves the right to periodically adjust the parking fees.
- F. Property Carrier drivers will use the curb in front on the airline ticket counters to load luggage/baggage. Vehicles using this area will be limited to fifteen (15) minutes to complete the loading process.
- G. Drivers will park in the Employing Parking Lot or alternate designated lot until such time as baggage is available for loading on the front curb.
- H. Property Carrier will comply with Section VII, (D), (E), (F) in regard to vehicle decals.
- I. If conditions warrant, an Airport Public Safety Officer may request a vehicle to relocate prior to the expiration of the fifteen minute limit.

IX. PASSENGER UNLOADING ZONE

- A. Any Provider of ground transportation services at TCRA will be allowed to use the designated area of the curb for the purpose of actively **unloading** passengers for a maximum of ten (10) minutes.
- B. To relieve congestion in the Ground Transportation Parking Lot, Courtesy Vehicles will be allowed to use the designated area of the curb for the purpose of actively loading and unloading passengers for a maximum of ten (10) minutes.
- C. Unless otherwise authorized, vehicles will not be allowed to be left unattended on the front curb for longer than five (5) minutes.
- D. Exhibit "B" provides specific locations designated for loading and unloading of passengers of each category or provider of ground transportation services.

X. VEHICLE LOADING AND VEHICLE HOLDING AREAS

- A. The Commission has designated parking spaces in the Ground Transportation Parking Lot for common use by non-tenant ground transportation providers to include taxicabs or shuttles for the purpose of waiting for arrival of a pre-arranged fare. Common use spaces are not available for parking of Airport tenant vehicles. Common use spaces are available on a first come, first served basis, and the Commission cannot guarantee availability of a parking space to non-tenants. Parking in a common use space will not exceed thirty (30) minutes. Wait times exceeding 30 minutes will require the vehicle to be moved to the public parking lot, and the operator will pay the applicable parking fees as charged to the general public.
- B. Service providers must park in a space designated as "Taxi/Limo" in the Ground Transportation Parking lot located at the end of the terminal building. Driver will enter the terminal, greet the fare and either escort the passenger out the end entrance into the parking area or position the client curbside. The driver will then move the vehicle from the designated parking space to the terminal front curb or Ground Transportation Parking Lot loading area and complete the loading process, not to exceed five (5) minutes. The driver will need to stay with the vehicle when parked in the applicable loading area.
- C. If a designated space is not available in the Ground Transportation Parking Lot, the vehicle must be parked in the Public Parking Lot and pay the applicable parking fees as charged to the general public.
- D. Ground transportation service providers are not authorized to park in any other space in the Ground Transportation Parking Lot except those spaces specifically identified for the providers' class of service (i.e., taxis may not park in a rental car space). Violation of these rules and regulations may result in a service provider forfeiting the privilege of using spaces in the Ground Transportation Parking Lot.
- E. The designated common-use parking spaces cannot be used to stage a vehicle in an attempt to solicit business.
- F. Service providers cannot park on the terminal front curb for the purpose of locating a prearranged fare. If a pre-arranged fare is standing at curbside awaiting pick up, the provider can park to actively load/unload the fare with a time not to exceed five (5) minutes.
- G. Service providers are not authorized to park on the terminal front curb for convenience while conducting business in the terminal building.
- H. No vehicle can be parked on the terminal front curb in an effort to solicit business or advertise a company's services.

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- I. Upon arrival of a pre-arranged fare, the vehicle may be moved from the designated parking space to the passenger loading zone in the Ground Transportation Parking Lot and a five (5) minute loading time allowed.
- J. Airport tenants will be allowed to park **only** service vehicles with a decal attached as set forth in Section VII (D) in the assigned parking spaces in the Ground Transportation Parking lot.
- K. The Commission is not obligated to provide on-airport parking space for extended wheel-base vehicles that cannot be safely parked in a marked space assigned to a service provider. Unless prior authorized by the Commission, extended wheel-base vehicles will not be allowed to park in the Ground Transportation Parking Lot.
- L. Extended wheel-base vehicles will be allowed to load passengers on the front curb for a period not to exceed twenty (20) minutes at the location shown on Exhibit B. If traffic conditions warrant, an Airport Public Safety Officer can direct vehicles to an alternate parking location. If the vehicle needs to be parked for a period exceeding twenty minutes, the extended wheel-base vehicle must relocate to the public parking lot and pay the applicable parking fees as charged to the general public.
- M. The Commission accepts no responsibility or liability for the security or safety of vehicles parked in the Ground Transportation Parking Lot.
- N. Parking and/or loading of a bus, motor coach, or trolley coach, will be coordinated by an Airport Public Safety Officer on an individual case basis.
- O. Violation of these Rules and Regulations can result in the immediate revocation of a service provider's privilege of drop-off and pick-up on the terminal front curb or its Airport operating privileges.

XI. RULES OF DRIVER CONDUCT

Provider and each of Provider's drivers, employees, agents, and/or other representatives, while on Airport premises, shall comply with certain rules of conduct designed to ensure the safe, orderly and efficient provision of ground transportation to the public at the Airport. Upon failure of Provider or any of Provider's Drivers, employees, agents, or other representatives to comply with these rules of conduct, Provider agrees that it and its drivers, employees, agents, or other representatives shall be subject to disciplinary action as imposed by the Provider and/or the Executive Director or his/her designated representative. If so deemed necessary, the Executive Director shall obtain direction from the appropriate Committee of the Commission.

- A. Drivers shall be fully, neatly and appropriately dressed in clean clothes and shoes, all in good repair, and shall practice good hygiene. Buttoned or zippered shirts shall be appropriately buttoned/zippered. Examples of inappropriate and unacceptable clothing include, but are not limited to shorts, tee shirts (all types), tank tops, flip-flops and other open-toed or backless shoes, cutoffs, and any ripped or torn clothing of any nature. Drivers of Common Carriers must wear a standard uniform acceptable to TCAC.

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- B. Drivers shall not litter the buildings, grounds or sidewalks of Airport property.
- C. Drivers shall not loiter, sleep or loaf on any part of the Airport property. Drivers are prohibited from sitting on the hoods or trunks of vehicles, regardless of who those vehicles are owned by, and from sitting in the open doorway of a side-opening van. Drivers are prohibited from playing games such as cards, checkers, backgammon, etc. outside of vehicles, or inside a side-opening vehicle with the side door of the vehicle open. All food items must be consumed within the restaurant/café facilities or carried back to the vehicles for consumption.
- D. Drivers shall not load or unload passengers in any area of the Airport other than those designated by the Commission for this activity.
- E. Drivers shall observe all vehicle parking regulations. Any vehicle not properly displaying the required decal will be removed from the area designated for authorized vehicles only.
- F. Drivers shall be courteous at all times and, to the extent possible, assist passengers with loading and unloading baggage into and out of driver's vehicle.
- G. Provider and its drivers shall not unlawfully discriminate against any person in the provision of the transportation services offered by Provider. However, Provider and its drivers may refuse any passenger who is disorderly, who declines to offer payment for transportation, or whose proposed destination is outside the Provider's approved or routinely practiced routes.
- H. Provider and its drivers shall not carry in any vehicle, at any one time, more persons (including the driver) than the seating capacity of the vehicle, as rated by the manufacturer, or than the number of seatbelts provided. No driver shall transport any nonpaying passenger(s) with any paying passenger(s), except officers or employees of Provider being transported for bona fide business purposes, such as driver trainees.
- I. Neither the Provider nor its employees, agents, drivers or other representatives shall conduct or engage in any form of solicitation of business anywhere on Airport premises other than behind the counter leased by Provider from the Commission. Signs advertising Provider's business shall be allowed only in Terminal Building locations approved in advance by the Commission.
- J. The Loading/Unloading Zone and Hold Areas shall be as set forth in the Definitions provided in Paragraph I of these Rules and Regulations. Drivers of non-permitted providers must remain with their vehicle except as follows: (a) while locating a pre-arranged fare; (b) an emergency requiring a driver to leave the area; (c) the period of time a driver is loading or unloading passengers and their baggage; and (d) while parked in the Hold Area and the driver is using an Airport comfort station or telephones, providing those activities are accomplished in a timely fashion and the drivers return to the Hold Area expeditiously thereafter.

- K. No driver shall fight (the term "fight" shall refer to any physical or verbal altercation) with any other person, including any other driver; such activity is strictly prohibited.
- L. Drivers shall not engage in boisterous or rowdy conduct. Drivers shall not use any profane language or make any profane gestures. Drivers shall not use abusive or threatening language in addressing any persons while on Airport premises.
- M. Neither Provider nor any of Provider's drivers, employees, agents or other representatives shall be or become intoxicated or drink or be otherwise impaired, commit any act of nuisance, engage in any form of gambling, or violate any federal, state or local law on Airport property.
- N. Provider and its Drivers are prohibited from having weapons of any type, either on their persons or in their vehicles.
- O. Neither Provider nor any of Provider's drivers, employees, agents or other representatives shall interfere with the use or quiet enjoyment of any Airport premises by any other Airport tenant or users. Any disputes between Provider and its drivers, employees, agents or other representatives and any other Airport tenants or users shall be addressed by the Executive Director or his/her designated representative with the assistance of an Airport Public Safety Officer, if necessary.
- P. Drivers shall immediately obey all directions of any Airport Public Safety Officer, any other law enforcement officers, and any other authorized Airport official, including requests for the Driver to temporarily leave Airport premises.
- Q. Drivers shall obey all rules and regulations of the Commission, as well as all other applicable federal, state or local laws while operating on Airport premises. In addition to any disciplinary action by TCAC, violators are subject to the penalties established by local, state, and federal law enforcement officers.
- R. The driver of any non-tenant vehicle parked in a common-use space of the Ground Transportation Parking Lot should be in the terminal to greet the pre-arranged fare, and will be expected to provide, upon request by an Airport Public Safety Officer, the Executive Director or his/her designated representative, a copy of the dispatch sheet noting the name, time due in, and flight number of the expected passenger. Also, driver will meet the pre-arranged fare with an 8 ½" x 11" sign displaying the passenger or company name expected. Driver shall not loiter or solicit business while in the terminal building.
- S. If a Permitted Provider has posted a Commission-approved sign at its counter in the Terminal Building which clearly identifies any form(s) of payment the Provider can accept, and a passenger offers payment in a form other than that listed on said posted sign, then the Provider may decline to transport the passenger without violating this paragraph.
- T. Provider shall make available, upon request, a fare receipt to a passenger.

XII. VIOLATIONS/REVOCAION OF A PERMIT OR OPERATING PRIVILEGE

- A. Provider shall be notified within 48 hours of any investigation by the Commission of a possible violation. The Executive Director or his/her designated representative shall investigate the alleged violation within ten (10) business days of receiving a report of the Violation. Upon completion of the investigation, the Executive Director or his/her designated representative will issue a written notice of confirmation and what corrective action is required. Penalties can include up to and including revocation of any Permit or termination of any operating privilege.
- B. If Provider violates these Rules and Regulations in a way other than those identified herein, and fails to commence reasonable action to correct the violation(s) within a period of forty-eight (48) hours after delivery of written notice of the violation from the Executive Director, the Commission shall have the right to immediately terminate the Provider's permit and/or operating privilege.
- C. No notice of default/breach, or any termination of this Agreement shall be deemed as being in lieu of any other action to which the Commission may be entitled with respect to the Provider or its drivers.
- D. The Commission specifically reserves the right for the Executive Director or his/her designated representative to temporarily ban, at any time and without penalty, the Provider, Provider's driver, or specific vehicle from the Airport premises if, at the Executive Director's sole discretion, circumstances require such action to assure the safe and efficient operation of the Airport.
- E. Non-compliance of any rule or regulation as determined by the Executive Director or his/her designated representative to constitute a material breach of the Permit or operating privilege entitles the Commission to immediately terminate a Provider's permit and any operating privilege. Alternately, the Commission may elect, at its sole discretion, to temporarily suspend the Provider's permit and operating privilege until said violation is corrected as specified by the Executive Director.

XIII. APPEAL PROCESS

- A. Within ten (10) calendar days of the date of the written notice of a violation or revocation, whether temporary or permanent, Provider may request in writing that the Airport Commission review the action taken through an appropriate standing or ad hoc committee of the Commission. The failure by the Provider to request a review within the ten days shall constitute a waiver by Provider of the right to appeal the Violation, in which case the Commission shall have the right to immediately impose a penalty.
- B. An appeal properly and timely requested shall be heard at the next regularly scheduled meeting of the appropriate Committee of the Commission. A written decision will be rendered within seven (7) calendar days of the appeal hearing, and shall be final and binding.