

APPENDIX "P"



JAA
Jacksonville
Aviation
Authority

14201 Pecan Park Road
Jacksonville, Florida 32218
Phone: 904.741.2000
www.flyjacksonville.com

COMMERCIAL GROUND TRANSPORTATION POLICY

JACKSONVILLE INTERNATIONAL AIRPORT
JACKSONVILLE, FLORIDA
(JAX)

Table of Contents

Section	Page Number
Introduction And General Provision	1
Definitions	2
Commercial Vehicles: Permit Required	6
Fees And Annual Reports	10
Security Deposit And Insurance	14
General Provisions Governing Solicitation	16
Other Provisions Governing Ground Transportation Operations	18
Suspension Or Revocation	22
Definitions Applicable Only To Off-Airport RAC & Parking Operators	24
Other Provisions Governing TNCS	29
Appendix “A”	33
Appendix “B”	45
Appendix “C”	47
Appendix “D”	50
Appendix “E”	55
Appendix “F”	57

SECTION 1

INTRODUCTION AND GENERAL PROVISION

1. Objective. The objective of these Rules and Regulations is to promote high quality and reasonably priced Ground Transportation Services consistent with public safety and convenience, to ensure the efficient movement of passengers to and from the Airport, to foster respectful competition among providers of Ground Transportation Services, and to develop revenues for support of the Airport.
2. Adoption of Rules and Regulations Shall Not Constitute Grant of Rights. The adoption of these Rules and Regulations is not intended to and shall not be construed to; grant any property right or expectation to any person whomsoever. The JAA expressly reserves the right to amend these Rules and Regulations at any time and in any respect, as well as the right to amend concession agreements entered into by the JAA and its concessionaires. Additionally, the JAA reserves the right to limit or restrict access to any area of the Airport without the issuance of prior notice, for reasons including, but not limited to, safety and security of the general public, construction or renovation work at the Airport, or acts of God. Any person who determines to invest time or financial resources in Ground Transportation Operations at the Airport does so with full knowledge of the foregoing provisions, and shall have no right or standing to make any claim whatsoever against the JAA by reason of any subsequent amendment to these Rules and Regulations, any amendment to a concession agreement or any limitation or restriction of access to the Airport as aforesaid.
3. Severability. Any and all provisions, and any and all portions of provisions of these Rules and Regulations, are severable from all other provisions or portions of provisions of these Rules and Regulations. If any one or more provisions or portions of provisions of these Rules and Regulations are declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining provisions or portions of provisions of these Rules and Regulations.
4. Discretion. Whenever any provision of these Rules and Regulations provides that certain action may be taken only with the consent or approval of the JAA Chief Executive Officer or a specific JAA representative, or if a determination or judgment is to be made by the JAA Chief Executive Officer or a specific JAA representative, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole and absolute discretion of the JAA Chief Executive Officer or a specific JAA representative.
5. Observation of All Laws. Operators, Permit Holders, Drivers and Affiliates shall at all times comply with the provisions of these Rules and Regulations, all other rules, regulations and policies of the JAA, City of Jacksonville, Chapter 220 of the City Ordinance, and all other applicable federal, state and local laws, rules, regulations and ordinances. The JAA may conduct or contract with a third party to conduct investigative actions or Commercial Vehicle inspections on Airport property to ascertain compliance with these Rules and Regulations, all other rules, regulations and policies of the JAA, Chapter 220 of the City Ordinance, and all other applicable federal, state, and local laws, rules, regulations and ordinances.

SECTION 2

DEFINITIONS

1. Airport. All areas and improvements within the territorial boundaries of the Jacksonville International Airport.
2. Airport Based On-Demand Transportation Services Concessionaire. Operated pursuant to a concession agreement issued by the JAA.
3. Airport Facility. Any facility of a Permit Holder or Operator located within eight (8) miles of the Airport.
4. Airport Police. The organization authorized by the appropriate governmental entities responsible for administering the continuing enforcement of the rules, regulations, and procedures applicable to the Airport and its operations and acting under the direction of the Chief Executive Officer, or his designee.
5. Approval. The written approval of the Chief Executive Officer, or his designee.
6. Authority or JAA. The Jacksonville Aviation Authority.
7. Bus. A commercial vehicle with a length of 25 feet or more and a seating capacity of 18 or more passengers, excluding the driver, which has valid operating authority (permits, licenses, certificates, etc.) from the appropriate governmental agency or agencies.
8. Chauffeur. Person holding a valid license from the state to operate a motor vehicle for hire.
9. Commercial Lane. The area designated by the JAA for use by Commercial Ground Transportation operators for the purpose of picking up deplaning passengers.
10. Commercial Vehicle. Any vehicle engaged in transporting passengers for a commercial entity, regardless of whether the charge for such service is paid for directly, indirectly, or at all by the passengers being transported, excluding those operated by a governmental entity.
11. Courtesy Vehicle. Any commercial vehicle engaged in transporting passengers between the Airport and any facility of a Permit Holder without any direct charge to the passengers.
12. Cruising. Any commercial vehicle driving on, over or along the streets and around the Airport soliciting passengers for hire or parking for the purpose of soliciting fares.
13. Customers with Pre-Arranged Transportation. Prearranged means transportation provided by an authorized Ground Transportation business from points within the City, other than from the Airport, in which the name of the prospective passenger and other required information are listed on the vehicle driver's manifest, mobile phone application, text, email or web-based reservation by advance reservation.

14. Destination Management Company. A company/person whose main business is the design and implementation of events, activities, tours, transportation and program logistics for groups and conventions authorized to conduct Passenger Meet and Greet services at the Airport, in accordance with the Meet and Greet Guidelines in Section 7.
15. Digital Network. Any online-enabled technology application service, website, or system offered or used by a TNC which enables the prearrangement of rides between Riders who need a ride and TNC Drivers.
16. Dispatch Service. A business or company that contracts with a licensed vehicle-for-hire business or company to provide digital dispatch service of limousines, sedans or prearranged contractual carriers to members of the public who seek transportation service, via a computer, a mobile phone application, text, email or web-based reservation, by advance reservation.
17. Driver. The person who is in actual control of a motor vehicle and holding a valid driver's license.
18. Chief Executive Officer. The Chief Executive Officer of the JAA or such other person as the Chief Executive Officer may designate from time to time. When this procedure states that a decision is to be made or approval may be granted by the Chief Executive Officer, it means that the decision will be made in their sole and absolute discretion. In the event of a dispute in regard to any matter between Operator and the JAA, the Chief Executive Officer may resolve the dispute. The Chief Executive Officer's decision shall be final in all such matters.
19. For-Hire Driver. A person holding a valid driver's license and insurance.
20. Gross Revenues. The term "Gross Revenues" when used with respect to Off-Airport Rental Car and Off-Airport Parking Operators, shall have the meaning set forth in Section 9.
21. Ground Transportation Booth. The designated area where passengers obtain assistance with Ground Transportation matters.
22. G.T. Operations. The provision of being at the Airport for the purpose of performing Commercial Ground Transportation activity at the Airport.
23. Limousine. A specialized vehicle not equipped with a taximeter and for hire only by prearrangement at a rate charged per hour, or fixed in advanced, and provided also that each such vehicle for hire is: (1) chauffeured (2) a luxury class passenger vehicle built or modified for the purpose of a limousine as defined and recognized by the limousine industry; and (3) operated on a reserved, hourly basis for a continuous period. A vehicle which is held out to be a limousine or which has an appearance deceptively similar to a limousine is a limousine for the purposes of these operating procedures. Limousines operating to and from the Airport must be in accordance with valid operating authority (permits, licenses, certificates, etc.) from the appropriate governmental agency or agencies.
24. Loading Zones. The designated spaces in the Commercial Lane and G.T. Facility for the loading of passengers or property into commercial vehicles. The Commercial Lane is a "10 Minute Idling Zone" and G.T. Facility curbside loading zone is limited to ten (10) minutes.

25. Meet and Greet. The act of meeting a passenger whose transportation has been pre-arranged prior to the passenger, driver or affiliate's entry onto Airport property.
26. Operations Department. The aviation department authorized to oversee the day-to-day operations of the Airport.
27. Operator. Any person who operates any type or kind of vehicle used for the commercial purpose of transporting passengers, operating to and from the Airport.
28. Park. To put or leave or let a motor vehicle stand or stop in any location, whether the driver thereof leaves or remains in the vehicle.
29. Parking Management Company. The company who manages and operates the Airport Public Parking Facilities and Ground Transportation Operations at the Airport.
30. Passenger. The individual, customer, client, guest or family member being transported to or from the Airport, or any individual at the Airport that inquires, seeks, or receives transportation at the Airport.
31. Permit. An authorization by the JAA to conduct Commercial Ground Transportation activities at the Airport.
32. Permit Decal. A sticker issued by the JAA to a Permit Holder indicating that a Commercial Vehicle is part of a Permit Holder's fleet authorized to operate at the Airport.
33. Permit Holder. An Operator to whom the JAA has issued a permit, including, but not limited to, the company owner, officer, director, shareholder, partner, or driver.
34. Person. Any corporation, individual, partnership, joint venture, or other legal entity.
35. Per Trip Fee. A fee charged to the operator in the amount established by the JAA for each trip a vehicle makes from the Airport in conjunction with its service as specified in APPENDIX "C".
36. Pre-Arranged Ground Transportation Facility. (G.T. Facility) The area designated by the JAA for use by Commercial Ground Transportation Operators for the purpose of picking up pre-arranged deplaning passengers on the north side of the Terminal Building.
37. Pre-Arranged Ride. The provision of transportation by a TNC Driver to a Rider, beginning when a TNC Driver accepts a ride requested by a Rider through a Digital Network operated by a TNC, continuing while the TNC Driver transports the Rider, and ending when the last Rider exits from and is no longer occupying the TNC Vehicle. The term does not include a taxicab or street hail service, as that term is defined in Section 627.748(1)(d), Florida Statutes, as may be revised from time to time, and does not include ridesharing as defined in Section 341.031, Florida Statutes, carpool as defined Section 450.28, Florida Statutes, as may be revised from time to time, or any other type of service in which the driver receives a fee that does not exceed the driver's cost to provide the ride.
38. Pre-Arranged Transportation. The transportation of passenger(s), whereby the operator of the commercial vehicle knows the name(s) of the passenger(s) he is picking up, and/or the destination

to which the passenger(s) are being transported; and this knowledge is secured prior to the passenger(s) making contact with the driver of the commercial vehicle.

39. Prematch. A predictive algorithm to dispatch vehicles from the staging lot outside the geo-fence to the pick-up location with drivers getting matched enroute to the pick-up area.
40. Private Vehicle. Any vehicle which is not a commercial vehicle.
41. Privilege Fee. A fee, inclusive of any applicable Florida sales tax, charged for the privilege of accessing the Airport such as Off-Airport Rental Car and Parking Operators as specified in APPENDIX “C”.
42. Proximity Card. A Proximity Card issued by the JAA for each commercial vehicle belonging to Operators authorized to provide commercial ground transportation services at the Airport for the purpose of recording Per Trip Fee activity of the vehicle.
43. Rematch. Instantly connects a TNC Driver who has just dropped off a passenger with a pick-up request to improve service. The TNC Driver shall not remain inside the geo-fence if they are not instantly connected to a new trip.
44. Revocation. The discontinuance of a driver or firm’s privileges to operate at the Airport, with reinstatement of operating privileges to be permitted only upon written approval of the Chief Executive Officer.
45. Rider. An individual who uses a Digital Network to connect with a TNC Driver in order to obtain a Prearranged Ride in the TNC Driver’s TNC Vehicle between points chosen by the Rider, originating from the Airport.
46. Shared Ride Van or “Van”. A full size vehicle for hire with a seating capacity of not less than eight persons, including the driver and operating to and from fixed points of pickup and discharge for a fixed rate or fare, which is not equipped with a taximeter and is not used as a taxicab, whereby the operator of the Van does not know the passenger(s) name and/or the destination sought by the passenger(s), prior to the passenger(s) making contact with the driver of the Van.
47. Skycap. An individual employed or contracted by an airline to provide luggage, wheelchair, or other assistance to arriving or departing passengers.
48. Solicitation. Directly or subtly, to ask or endeavor to obtain by asking, requesting, imploring, pleading for, negotiating a fare, importuning, seeking or trying to obtain passengers for a Ground Transportation Service.
49. Suspension. The temporary discontinuance (from one (1) calendar day up to six (6) months) of a driver or firm’s privileges to operate at the Airport.
50. Taxicab or “Taxi”. A chauffeur-driven, metered, passenger vehicle engaged in the general for fare transportation of persons not on regular schedules, with the routes traveled or the destinations determined by the passengers, and whose fare is based on the use of the vehicle without regard to the number of passengers carried.

51. Transportation Network Company. The term “Transportation Network Company” or “TNC” shall have the meaning provided in 627.748, Florida Statutes, as may be revised from time to time.
52. Transportation Network Company License Agreement. The term “Transportation Network Company License Agreement” or “TNC License Agreement” means a Ground Transportation Operating Agreement entered between the JAA and a Transportation Network Company in accordance with section 627.748, Florida Statutes. The provisions for TNC’s are governed under Section 10.
53. Transportation Network Company Driver or TNC Driver. An individual who: (a) receives connections to potential riders and related services from a transportation network company; and (b) in return for compensation uses a TNC vehicle to offer or provide a prearranged ride to a rider upon connection through a digital network. For the purposes of this agreement, TNC Drivers shall not be considered “subcontractors.
54. Transportation Network Company Vehicle or TNC Vehicle. A vehicle that is not a taxicab or jitney, as defined in Section 627.748(2)(h) Florida Statutes, and that is (a) used by a TNC Driver to offer or provide a prearranged ride; and (b) owned, leased or otherwise authorized to be used by the TNC Driver.
55. Vehicle for Hire Ordinance. All taxicabs, shuttle, pre-arranged limousine, digital dispatch and any other vehicles for hire must comply with Jacksonville’s Vehicle for Hire Ordinance—Municipal Code Chapter 220, as the same may be amended from time to time.

SECTION 3

COMMERCIAL VEHICLES: PERMIT REQUIRED

- 1 Permit Required. Each Operator that desires to pick up or drop off passengers at the Airport or conduct off-airport rental car operations or off-airport parking operations at the Airport, are required to obtain an annual permit issued by the JAA, unless under a concession agreement issued by the JAA.
- 2 Types of Permits. Operators may apply for one or more of the following classes of permits:
 - A. Off-Airport Rental Car Operator Permit. A permit issued to Off-Airport Rental Car Operators that transport patrons of Off-Airport Rental Car Facilities to or from the Airport.
 - B. Off-Airport Parking Operator Permit. A permit issued to Off-Airport Parking Operators of courtesy vehicles that transport patrons of Off-Airport Parking Facilities to or from the Airport.
 - C. Vehicle-for-Hire Permit. A permit issued to Vehicles-for-Hire Operators with unmetered rates predetermined on a point-to-point basis.
 - D. Hotel/Motel Permit. A permit issued to Hotel/Motel Operators of courtesy vehicles owned or operated by hotels or motels that transport patrons to or from the Airport.

Note: In the event, the Hotel/Motel Operator offers parking to guests absent an overnight stay, the Operator shall be assessed a permit fee applicable to Off-Airport Parking Operators.

- E. Non-Vehicle-for-Hire Permit. A permit issued to Operators to operate Commercial Vehicles other than Vehicles-for-Hire. The exceptions would be overnight delivery companies FedEx, United Parcel Service and U.S. Postal Service.
 - F. Crew Transit Permit. A permit issued to Crew Transit Operators having agreements with air carriers to transport air carrier personnel to or from the Airport and courtesy vehicles that transport personnel to or from the Airport to JAXPORT to work on cruise ships or cargo ships.
- 3 Term of Permits. The term of the first permit issued to an Operator shall be for a period from the date the Operator becomes a Permit Holder until midnight on September 30th. The term of the second and each succeeding permit shall be a period from 12:00 a.m. on the first day of October, until midnight of the 30th day of September. From time to time, the JAA, at its sole option, may extend the term of a permit to facilitate Airport requirements.
- 4 Permit Application. Each Operator desiring to obtain or renew a permit shall submit to the JAA's Parking Management Company office a Permit Application, which form shall be established by the JAA and may be amended from time to time by the JAA. If an Operator fails to disclose complete and accurate information on the permit application, the JAA may revoke or suspend the permit of the Operator or Permit Holder. In addition to any other requirement established by the JAA on such form, each permit application shall include at a minimum the following requirements:
- A. Fee. Annually, for new or renewal permit, or for any ownership change of an existing permit, a non-refundable Permit application fee as established on APPENDIX "C" due at the time of renewal. An additional non-refundable late fee as established on APPENDIX "C" will be applied to a Permit Holder that fails to complete a Permit Application by the due date.
 - B. Insurance. One or more current insurance policies for coverage within the State of Florida that satisfies all requirements as specified on APPENDIX "B".
 - C. Good Standing Certificate. If the Operator is a corporation or a limited partnership, the JAA will verify a certificate evidencing that the Operator is either a Florida corporation or limited partnership in good standing in the State of Florida or is a foreign corporation or limited partnership authorized to transact business in the State of Florida.
 - D. Fictitious Name. If the Operator (including a sole proprietorship) operates under a fictitious name, the JAA will verify the Operator's fictitious name registration with the State of Florida.
 - E. Local Business Tax Receipt. A copy of the Jacksonville/Duval County Local Business Tax Receipt. Any person doing business in Jacksonville/Duval County must obtain a Local Business Tax Receipt.
 - F. Registrations. A copy of the State of Florida or Georgia registration for each vehicle that the Operator desires to operate under its permit.

G. Driver License. A copy of the State of Florida or Georgia driver's license for each driver that the Operator desires to operate under its permit. Each driver's license will be verified by the Authority using the following websites:

1. Florida (<https://mydmvportal.flhsmv.gov/home/en/publicweb/dlcheck/>) or Georgia Department of Highway Safety and Motor Vehicles (https://dds.drives.ga.gov/_/);
2. The United States Department of Justice National Sex Offender Public Website (<https://www.nsopw.gov/en/Search/Verification>); and
3. Florida Department of Law Enforcement Sexual Offenders and Predators Search (<https://offender.fdle.state.fl.us/offender/sops/home.jsf>).

H. Certified Reporting. The JAA reserves the right to verify that each Vehicle for Hire Operator is following the Driver Background Checks and Insurance requirements, per Jacksonville's Vehicle for Hire Ordinance, Municipal Code Chapter 220, as the same may be amended from time to time.

I. Address and Telephone Contact. Each Permit Holder is required to have a verifiable physical address for the Permit Holder business address; a P.O. Box will be allowable as a mailing address but not allowable as a business address, and a listed and working telephone number of JAA contact.

J. Information Changes. The Permit Holder shall be responsible for providing immediate written notice to the JAA for any and all changes pertaining to Section 3. The written notice shall be delivered by mail, email or facsimile to the JAA.

5 Issuance of Permit. The JAA shall issue permits only to Operators that submit executed applications that the JAA determines are complete and satisfactory holders of city permits, if applicable. At the discretion of the JAA, there may be a moratorium placed on the issuance of new permits.

6 Time for Becoming Permit Holder. An Operator shall be deemed a Permit Holder pursuant to satisfying the requirements of this Section 3 and upon issuance by the Authority of Permit Decals. Each new Permit Holder will be required to complete to the satisfaction of the JAA.

7 Refusal to Issue or Renew Permit. The JAA may refuse to approve an application and/or issue a renewal permit if the applicant has violated and/or is currently in violation of any conduct prohibited or requirement contained in this policy. The JAA will neither issue a permit to, nor renew a permit of, any Operator or Permit Holder either owing money to the JAA or under a period of suspension until full payment of such money and expiration of all applicable suspension periods. In addition, the JAA will not issue a permit to any owner, officer, director, shareholder, partner or authorized representative for JAA purposes that is (i) A Permit Holder or, (ii) within the three (3) year period immediately prior to the Operator's application for a permit or Permit Holder's application for a renewal permit, was an officer, director, shareholder, partner or authorized representative of a Permit Holder's either owing money to the JAA or under a period of suspension, until full payment of such money and expiration of all applicable suspension periods.

- 8 Permit Decals. The JAA shall issue a number of permit decals at no cost to a Permit Holder equal to the number of vehicles the Permit Holder has requested and is authorized to operate at the Airport. Permit decals mailed to the Permit Holder in accordance with the mailing requirements as specified in Section 3 shall be deemed conclusive evidence of compliance with requirements of this Section 3.
- 9 Permit Decal Displayed. Each permit decal shall be permanently affixed to the vehicle for which it was issued and, in the manner, prescribed by the JAA. An Operator or Permit Holder is prohibited from operating any vehicle in a commercial manner unless said vehicle has a valid permit decal, which is to be visible and displayed on the vehicle dashboard on the driver's side windshield, with the exception of a floating permit decal.
- 10 Addition or Reduction of Vehicles. A Permit Holder may add or reduce the number of vehicles in its fleet if it submits to the JAA for each vehicle it is adding or reducing, written evidence as provided in Section 3 that the vehicle has been added to or removed from the Permit Holder's insurance policy, with a copy of any lease agreement for the added vehicle, a copy of the vehicles registration.
- 11 Renewal of Permit. If a Permit Holder is not disqualified from renewal by Section 3, the JAA or Parking Management Company shall renew a permit upon receipt and satisfactory review of a new Permit Application completed pursuant to Section 3. The JAA or Parking Management Company will email a renewal notice to each Permit Holder. Each Permit Holder that desires to renew its permit shall obtain a Permit Application from the Parking Management Company office and shall return the completed Permit Application on or before the date specified in the renewal notice which date shall be not less than thirty (30) days after the date of the renewal notice. Any Permit Holder that fails to properly complete and return the renewal Permit Application on or before the date specified shall pay a non-refundable late fee as established on APPENDIX "C" before the Permit Holder is issued a renewal permit.
- 12 Permit Non-Transferable. No Permit or Permit Decal may be transferred, assigned, or loaned, and no Permit or Permit Decal may be used by any person other than the Permit Holder to whom such Permit or Permit Decal was issued.
- 13 Permit Decals and Proximity Cards Remain Property of the JAA. All Permit Decals and Proximity Cards issued by the JAA to a Permit Holder shall at all times remain the property of the JAA. All Permit Decals and Proximity Cards issued to a Permit Holder shall be returned to the JAA on demand.
- 14 Out of Business Permit Holder. If a Permit Holder decides to cease operations at the Airport, Permit Holder shall provide written notice to the Authority within thirty (30) calendar days' of terminating.

SECTION 4

FEES AND ANNUAL REPORTS

- 1 Payment of Fees. Each Permit Holder shall pay all applicable Per Trip and Privilege Fees.
 - A. Payment of Per Trip Fees. All Permit Holders must pay Per Trip Fees on a monthly basis based on Commercial Lane or G.T. Facility activity monitored by their Proximity Card. For each Permit Holder paying Per Trip Fees, the Permit Holder will be required to have a Proximity Card for each vehicle for the purpose of collecting revenue control information.
 - B. Payment of Privilege Fees. All Permit Holders must pay Privilege Fees on a monthly basis based on Commercial Lane activity monitored by their Proximity Card. For each Permit Holder paying Privilege Fees, the Permit Holder will be required to have a Proximity Card for each vehicle for collecting revenue control information.
 - C. Proximity Card. Each Proximity Card should be kept by the individual driver of the appropriate operator which it was issued in the manner prescribed by the JAA. If a Permit Holder loses or destroys their Proximity Card, or has a Proximity Card stolen or destroyed, the card shall be replaced solely at the Permit Holder's cost and expense for a non-refundable fee established on APPENDIX "C". Permit Holders must immediately notify the Parking Management Company if their Proximity Card is lost, destroyed, or stolen and the Permit Holder will be responsible for any and all fees until such time as notification is received.
 - D. Fee Adjustment. It is the policy of the JAA to review the fees and charges set forth in APPENDIX "C" of this policy on an annual basis and to adjust such fees as deemed appropriate.
- 2 Evading Fees/Property Damage. Drivers are prohibited from committing or attempting to commit any act that causes the JAA revenue control system to fail to detect the presence of such driver's vehicle in the Commercial Lane or the G.T. Facility. Destroying, damaging, injuring, defacing, disturbing, or tampering with property is prohibited. Any and all property damaged or destroyed shall be replaced (or replacement shall be paid for) by the company responsible for such damage or destruction.
- 3 Per Trip Fees and Privilege Fees. Permit Holders shall pay Per Trip Fees or Privilege Fees as established on APPENDIX "C".
 - A. Cash Payment of Per Trip Fees. In certain cases, involving a vehicle without a Permit Decal or Proximity Card, the Parking Management Company may grant a **one-time** exception to Section 4 and authorized the Operator to pay the applicable Per Trip Fee as established on APPENDIX "C". Operator must call the Parking Management Company prior to arriving to the Airport at 904-741-2277.
 - B. Special Move Permit Request. Bus and minibus vehicles requesting entry onto Airport property without a permit will be required to complete a Special Move Permit at least 48 hours prior to your request and email to the Parking Management Company as directed on form and pay the bus fee by credit card as established on APPENDIX "E".

C. Dual Permit Holder Operations. A Permit Holder is restricted from providing other G.T. Operations at the Airport that is not authorized and in accordance with the Permit Holder's Permit Application with the JAA. Permit Holders are required to disclose such other G.T. Service to the JAA at the time the permit was authorized, and the Permit Holder will be required to obtain any and all other required permits. The JAA reserves the right to immediately revoke the permit of an Operator that fails to disclose G.T. Services as requested or fails to comply with this Section 4.

4. Monthly Billing and Time for Payment. Each Permit Holder paying Per Trip Fees or Privilege Fees on a monthly basis shall pay all such fees as follows:

A. Billing of Per Trip Fees. Each Permit Holder will be billed monthly for fees incurred during the prior month.

B. Automatic Payment of Per Trip Fees. Each Permit Holder will be required to furnish the JAA with a credit card or designated bank account, to be charged immediately after invoicing the monthly Per Trip Fees for the previous months' activity. In case of questions or errors about payments or other billing transactions, the Permit Holder shall notify the JAA, in writing within ten (10) calendar days of the payment, so JAA can investigate your request. In the event the Permit Holder was charged in error for trip fees that were not responsibility of the Permit Holder, the credit card or designated bank account will be credited for the charges. **In the event the credit card or designated bank account is declined, the Permit Holder has ten (10) days from the date the JAA contacts the Permit Holder by phone, email, or facsimile to provide correct information or account will be placed on suspension until paid.**

C. Habitual Default. Notwithstanding the foregoing, in the event that the Permit Holder is defaulted for non-payment of fees, in any amount, more than three times, regardless of whether the Permit Holder has cured each individual condition of default, the Permit Holder may be determined by the Authority to be a "habitual violator". At the time that such determination is made, the Authority shall issue to the Permit Holder a written notice advising of such determination and shall require the Permit Holder to provide a cash deposit up to one (1) years' worth of Per Trip Fees. Such notice shall also advise Permit Holder that there shall not be further notice or grace periods to correct any subsequent defaults and that any subsequent defaults, shall be considered cumulative, and collectively shall constitute a condition of non-curable default and grounds for immediate termination of the Permit. In the event of any such subsequent default, the Authority may terminate this Permit upon the giving of written notice of termination to the Permit Holder, such termination to be effective upon delivery of the notice to the Permit Holder.

D. Billing of Privilege Fees.

- i. Off-Airport Rental Car Operators. On or before the 15th day of each calendar month, each Off-Airport Rental Car Operator shall remit its Privilege Fees due with respect to the immediately preceding calendar month, together with a Statement of Gross Revenues for the immediately preceding calendar month. The Off-Airport Rental Car Operator shall submit a Statement of Gross Revenues as established on APPENDIX "D" even if such Off-Airport Rental Car Operator earned no Airport Gross Revenues

during the immediately preceding calendar month. The monthly Privilege Fees shall be paid as established on APPENDIX “C” of Operator’s monthly Gross Revenues.

- ii. Off-Airport Parking Operators. On or before the 15th day of each calendar month, each Off-Airport Parking Operator shall remit its Privilege Fees due with respect to the immediately preceding calendar month, together with a Statement of Gross Revenues for the immediately preceding calendar month. The Off-Airport Parking Operator shall submit a Statement of Gross Revenues as established on APPENDIX “D” even if such Off-Airport Parking Operator earned no Airport Gross Revenues during the immediately preceding calendar month. The monthly Privilege Fees shall be paid as established on APPENDIX “C” of Operator’s monthly Gross Revenues
- iii. Failure to Furnish Information. If an Off-Airport Rental Car Operator or Off-Airport Parking Operator fails to furnish to the JAA any monthly Statement of Gross Revenues within the time required by Section 4, the Rental Car and Parking Operator shall pay within ten (10) days of the date of the demand letter or email by the JAA.
- iv. Failure to Furnish Annual Report. If an Off-Airport Rental Car Operator or Off-Airport Parking Operator fails to furnish to the JAA any annual report within the time required by Section 4.7A, the Rental Car and Parking Operator may be subject to default or suspension. Operator shall submit annual report within ten (10) days of the date of the demand letter or email by the JAA.

5. Place of Payment. Remittance of any Per Trip Fees or Privilege Fees shall be mailed to: Jacksonville Aviation Authority, 14201 Pecan Park Road, Jacksonville, FL 32218.

6. Failure to Pay Fees. No Permit Holder may operate at the Airport unless the Permit Holder has timely paid all applicable Per Trip Fees or Privilege Fees. The Permit Holder shall pay to the JAA, in addition to any and all other late fees and penalties, interest on any overdue sum which shall accrue at the rate of the lesser of eighteen percent (18%) per annum or the maximum rate of interest allowed by law from the last day on which the sum should have been paid. Operator shall pay within ten (10) days of the date of the demand letter or email by the JAA.

A. Non-Sufficient Fund Fee. A non-refundable fee will be applied to a Permit Holder that remits a check that is returned to the JAA, for non-sufficient funds and the Permit Holder will be immediately placed on suspension until all applicable fees, late fees, and penalties are paid in full.

7. Annual Report by Off-Airport Rental Car and Parking Operators.

A. Annual Report. Within ninety (90) calendar days following the end of the permit term, each Off-Airport Rental Car and Parking Operator without demand and at its own cost and expense, shall provide the JAA an annual report that covers all Gross Revenues from Permit Holder operations and the operations of any subcontractors or management companies of Permit Holder at the Airport. The annual report shall be prepared and certified by the Chief Financial Officer of Permit Holder when payments made by the Permit Holder are less than Seventy-Five Thousand Dollars (\$75,000.00) during the permit year, or the annual report shall be prepared and certified by a Certified Public Accountant in accordance with the

provisions of the Codification of Statements on Auditing Standards when the payments are Seventy-Five Thousand Dollars (\$75,000.00) or more during the permit year. The annual report shall be filed with the JAA within ninety (90) calendar days after the end of each permit year and within ninety (90) calendar days following the expiration or any termination of this permit. The annual report shall include the following:

- i. A schedule of all revenues by category and by month;
 - ii. A schedule of revenues by category upon which the monthly payments to the JAA are computed and a list of the payments to the JAA for the permit year;
 - iii. A calculation to determine the fees payable to the JAA during the permit year covered by the report; and
 - iv. Such other information as may be required by the JAA to verify Gross Revenues, additional usage fees, and any administrative charge.
- B. Adverse Report Opinion and Insufficient Payment. Permit Holder submission of an annual report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto shall be a violation of this permit. If the annual report indicates that the amount of Permit Fees (together with any sales taxes thereon) due and owing for any permit year is greater than the amount paid by Permit Holder to the JAA during said permit year, the Permit Holder shall pay the difference to the JAA concurrent with its submission of the annual report.
- C. Refund of Overpayment. If the Privilege Fees actually paid by a Permit Holder during a permit term exceed the Privilege Fees such Permit Holder actually incurred, then the Permit Holder shall be entitled to a credit in the amount of the excess against the Privilege Fees. If the Permit Holder does not renew its permit, then the JAA shall refund the difference to the Permit Holder within thirty (30) days of the JAA's receipt of the Permit Holder's annual report.
- D. Audit by JAA. Notwithstanding any provision in this permit to the contrary, the JAA or its representative(s) may at any time perform audits of all or selected operations performed by Permit Holder under the terms of this permit. To facilitate the audit performed by the JAA, Permit Holder shall arrange with the Certified Public Accountant, who is responsible for preparing the annual report on behalf of Permit Holder pursuant to Section 4 above, to make available to the JAA or its representative(s) any and all working papers relevant to the audit performed by the Certified Public Accountant. The JAA or its representative(s) shall provide Permit Holder a copy of the audit report prepared by or on behalf of the JAA. Permit Holder shall have thirty (30) days from the date of receipt of the audit report to submit a written response to the conclusions of the JAA's audit report. Permit Holder's failure to submit a written response to the JAA within the thirty (30) day period shall constitute Permit Holder acceptance of the audit report as issued.
- E. Permit Recoupment Fee. JAA will not prohibit Permit Holder from charging each of its customers the Concession Fees paid by Permit Holder to Authority (a "Permit Recoupment Fee") attributable to the customer's transaction. Permit Recoupment Fees shall be collected

as a percentage of all items leased or sold and services provided to Permit Holders' customers, which fall within the definition of Gross Revenues. Permit Holder acknowledges and understands that JAA does not require or endorse the practice of charging or collecting a Permit Recoupment Fee. Notwithstanding the foregoing, in the event Permit Holder charges a Permit Recoupment Fee to its customers, Permit Holder shall clearly identify the charge in a separate line item on customer invoices as a "Permit Recoupment Fee". Permit Holder shall not refer to or imply the Permit Recoupment Fee is a tax, or governmental fee or charge on any customer's invoice nor shall Permit Holder or any of its employees, including its counter personnel and reservation agents, identify, imply or refer to the Permit Recoupment Fee as a tax, or governmental fee or charge, or Authority or Airport-imposed charge. Permit Holder agrees that it shall only be entitled to charge and collect a Permit Recoupment Fee to its customers in accordance with the requirements of this Article. Failure to comply with the requirements of this Section 4 shall be deemed a material default of this Permit.

- F. Company Records. Permit Holder shall keep all books of accounts and records customarily used in this type of operation in accordance with Generally Accepted Accounting Principles prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Said books of accounts and records shall be retained and be available to the JAA for five (5) years from the end of each permit year, including five (5) years following the expiration or termination of this permit. The JAA shall have the right to audit and examine during normal business hours all such books of accounts and records relating to Permit Holder operations herein. Permit Holder shall maintain a numerical sequence of contracts, both issued and non-issued. Permit Holder shall store its books of accounts and records sequentially, or in such other manner approved by the JAA to provide reasonable and expeditious access for audit purposes herein. If Permit Holder keeps its books of accounts and records at locations outside Jacksonville, Florida Permit Holder shall, at its sole cost and expense, arrange for them to be brought to a location convenient to the JAA's auditors for the JAA to conduct the audits and inspections as set forth in this Section 4. The obligations arising under this Section 4 shall survive the expiration or terminate of this permit.
- G. Vehicle Parking and Customer Records. For each transaction, Permit Holder shall maintain a record of customer and the service(s) provided. Said records shall be retained and be available to the JAA for five (5) years from the end of each permit year, including five (5) years following the expiration or termination of this permit. Permit Holder shall maintain a daily log of all customer vehicles parked at Permit Holder's facility. The obligations arising under this Section 4 shall survive the expiration or termination of this permit.

SECTION 5

SECURITY DEPOSIT AND INSURANCE

- 1 Security Deposit. Permit Holder shall submit a security deposit to the JAA simultaneous to the submission of its executed permit, provide the JAA with a security deposit in the form of cash, a bond, or a letter of credit (collectively referred to as "Security Deposit").
- A. Off-Airport Rental Car and Off-Airport Parking Operator Permit Holders. Each Off-Airport Rental Car or Off-Airport Parking Operator Permit Holder shall provide the JAA a security deposit in an amount equal to two (2) times the average monthly total of Privilege Fees that the Permit Holder owed the JAA as calculated using previous operating reports. If the Permit

Holder has never held a permit or is not otherwise renewing such a permit, the security deposit shall be in an amount of \$3,000.00.

- B. Vehicle-for-Hire, Hotel/Motel, Non-Vehicle-for-Hire and Crew Transit Permit Holders. Each Vehicle-for-Hire, Hotel/Motel, Non-Vehicle-for-Hire and Crew Transit Permit Holders shall provide the JAA a security deposit in an amount equal to two (2) times the average monthly total of Trip Fees that the Permit Holder owed the JAA as calculated using previous operating reports. If the Permit Holder has never held a permit or is not otherwise renewing such a permit, the security deposit shall be in an amount of \$100.00.
- C. If a Letter of Credit is posted, then the term and all renewal terms of the Letter of Credit shall be for a period of not less than one (1) year, and the Letter of Credit shall be kept in full force and effect throughout the term of this agreement, and for a period of thirty (30) days following the expiration or termination date of this lease. If a bond is posted, then the bond shall be kept in full force and effect throughout the term of this lease and for a period of thirty (30) days following the expiration or termination date of this lease. If Permit Holder posts a cash deposit, then such cash deposit shall be retained by the JAA throughout the term of this lease and for a period of thirty (30) days following the expiration or termination date of this lease.
- D. If applicable, not less than sixty (60) calendar days prior to any expiration date of the Letter of Credit or bond, the Permit Holder shall submit evidence in form satisfactory to the JAA that said security instrument has been renewed. A failure to renew the Letter of Credit or bond, as applicable, or to increase the amount of same if required by the JAA, shall (i) entitle the JAA to draw against the full amount of such security deposit, and (ii) be a default of this permit, entitling the JAA to all available remedies, including without limitation, Permit Holder's forfeiture of the security deposit to the extent Permit Holder remains in default for more than 60 days after written notice of the same. The security deposit shall not be returned to Permit Holder until all obligations under this permit are performed and satisfied. The obligations arising under this Section 5 shall survive the expiration or termination of this permit.
- E. Additional Security Deposit. The JAA reserves the right to require additional security deposit from a Permit Holder upon thirty (30) days' prior written notice to the Permit Holder, based on actual monies paid to the JAA under this permit equal to two (2) months of reported Permit Fees that are at least twenty-five percent (25%) more than the actual posted payment security amount. If Permit Holder fails to pay any sums to the JAA when due or fails to perform any of its obligations under this permit or is otherwise in violation of this permit, then, in addition to any other rights and remedies available to the JAA at law or in equity.
- F. Application and Restoration of Security Deposit. Any security deposit provided by a Permit Holder may be applied by the JAA against any amount charged to a Permit Holder under these Rules and Regulations. If the JAA applies any amount from security deposit in its possession, the Permit Holder shall restore its security deposit to the full amount required within ten (10) days from the date of the demand letter by the JAA.
- G. Return of Security Deposit. If a Permit Holder fails to renew its permit by the later of November 1st of each year or the date specified in the renewal notice and the Permit Holder is not obligated to the JAA for any amount charged to the Permit Holder, the JAA shall return

the Permit Holder's security deposit to the Permit Holder.

If an Off-Airport Rental Car or Parking Operator fails to submit their annual report per Section 4.7A. within ninety (90) calendar days after permit termination and notifying the JAA in writing of closing out their business with the JAA will result in forfeiture of any security deposit remaining after the JAA deducts for unpaid amounts due the JAA including Privilege Fees and any other amounts due but not paid the Authority.

- 2 Minimum Insurance Requirements. Permit Holders shall maintain Minimum Insurance Requirements established by the JAA in APPENDIX "B" of the Commercial Ground Transportation Policy; however should agencies of the United States Federal Government, the state of Florida or other governmental agencies require or modify insurance requirements to amounts greater than those set by the JAA, it shall be the Permit Holder's responsibility to obtain such coverage as may be required without notification from the JAA.
- 3 Insurance Violations. Upon the expiration or cancellation without renewal of a Permit Holder's policy of insurance the Chief Executive Officer of the Airport, or his designee, immediately suspend the Permit Holder's Permit. The Chief Executive Officer or his designee shall notify the Permit Holder of the suspension by telephone and email. Any unexpired Permit shall be immediately reinstated upon providing proof, satisfactory to the Chief Executive Officer or his designee, that the Permit Holder has the insurance required by these Rules and Regulations.

SECTION 6

GENERAL PROVISIONS GOVERNING SOLICITATION

- 1 Solicitation. No Operator or any other person may engage in solicitation at the Airport. Except as provided in Section 6, Operators and other persons are prohibited from offering transportation services or transporting passengers whose transportation is not arranged prior to the passenger's and Operator's or other person's entry onto Airport property. If a passenger asks for transportation services or transportation information, the Operator shall direct the requesting passenger to any information center designated by the JAA for the provision of Ground Transportation Information or On-Demand Transportation Services Booth located outside the Baggage Claim area for further assistance. If a passenger asks a Skycap for transportation services or transportation information, the Skycap is required to direct the passenger to the appropriate Information Center designated by the JAA for the provision of Ground Transportation information or On-Demand Transportation Services Booth located outside the Baggage Claim area for further assistance. Each Operator and other person performing a Meet and Greet shall be solely responsible for verifying that his or her passenger is pre-arranged; incorrect belief that a passenger is pre-arranged shall not be a defense to a charge of solicitation.
 - A. Advertising on the JAA's Website. No Permit Holder or any other person may link from the JAA's website without the express consent of the JAA. The JAA reserves the right to immediately remove any company from the JAA's website, with or without cause.
 - B. Advertising on the JAA's Welcome Center Digital Displays and Other Advertising Displays. Permitted Operators or License Transportation Network Companies shall be authorized to advertise on the JAA's Welcome Center Digital Displays and other advertising displays. Additionally, Permitted Operators or License Transportation Network Companies authorized

to advertise on the JAA's Welcome Center Digital Displays and other advertising displays will be prohibited from soliciting customers by advertising rates. The number of advertisements displayed at any one time should be within reason per the Authority. The Chief Executive Officer reserves the right to immediately remove any company from the JAA's Welcome Center Digital Displays for violating this Section 6.

- 2 Actions That Constitute Solicitation. It is a violation of solicitation for any Permit Holder, Driver, Skycap, Cruise Line Operator, Ground Transportation Service Provider to arrange or provide transportation for a passenger unless the transportation was arranged prior to the passenger's initial meeting with the Operator at the Airport. Additionally, except as described in Section 6.3 below, unless a passenger's transportation has been arranged prior to the passenger's and Permit Holder's, driver's, affiliate's or other person's entry onto Airport property, the following actions of a Permit Holder, Driver, Skycap, Cruise Line Operator, Ground Transportation Service Provider, affiliate or other person constitute solicitation:
- A. Engaging in a conversation regarding GT Operations with any passenger on Airport property for the purpose of, arranging for the transportation of the passenger or providing, transportation to a non-prearranged passenger;
 - B. Employing, inducing, arranging for or allowing any person to initiate or engage in a conversation regarding GT Operations with any passenger on Airport property for the purpose of arranging or providing transportation for a passenger or providing transportation to a non-prearranged passenger;
 - C. Offering Ground Transportation Services on Airport property to any passenger;
 - D. Displaying or carrying a sign that advertises transportation services;
 - E. Distributing literature on Airport property that discusses or describes Ground Transportation Operations;
 - F. Except as provided in Section 6.3 below, transporting any person at the Airport who is not a prearranged passenger;
 - G. The action of a Skycap discussing, offering or directing passengers to Ground Transportation Services other than those provided by the Airport based On-Demand Transportation Services;
 - H. The action of a Skycap employing, inducing or arranging Ground Transportation Services for a passenger other than that which was pre-arranged by the passenger;
 - I. A Skycap receiving, or agreeing to receive compensation from any Permit Holder or other person for offering or arranging Ground Transportation Services for a passenger;
 - J. Unauthorized leasing of a Welcome Center Digital Displays, other advertising displays, or unauthorized link to the JAA's website.
 - K. Operators in the Terminal without a valid Permit issued by JAA. Airport Police will be notified immediately for removal of unauthorized Operators.

- 3 Actions That Do Not Constitute Solicitation. The following actions do not constitute solicitation:
- A. Actions by an Airport Based On-Demand Transportation Services Starter that would otherwise be considered solicitation so long as such action are in accordance with these Rules and Regulations and such actions occur while the Starter is in the On-Demand Transportation Services Loading Zone or any other location approved by the JAA in writing and is working as a On-Demand Transportation Services Starter while arranging transportation for On-Demand Transportation Services Operators;
 - B. Actions by an employee of a Rental Car Operator who is working behind a service counter leased from the JAA by such Rental Car Operator that would otherwise be considered solicitation, so long as such actions occur while the employee is behind the service counter;
 - C. Actions by employees of any airline in arranging for transportation for any passenger of such airline;
 - D. Conducting a Meet and Greet in accordance with these Rules and Regulations.

SECTION 7

OTHER PROVISIONS GOVERNING GROUND TRANSPORTATION OPERATIONS

- 1 Driver Appearance and Conduct. All Operators, while operating at the Airport, must be clean and neatly groomed in the appropriate business uniform to make a professional appearance, and shall always be courteous to all customers. In addition, all drivers must possess a valid driver's license and shall produce such driver's license upon request by the JAA or Parking Management Company. Drivers must be able to communicate in English. Operators shall not engage in boisterous conversations, profanity, gambling, or fighting at the Airport, nor shall they provide misleading information concerning other Ground Transportation Services. Operators shall not use offensive, abusive, obscene language or gestures. No Operator shall be or become intoxicated or drunk, commit any act of nuisance, engage in or conduct any form of gambling, nor violate any federal, state, or local law on Airport property. Costume or character apparel is prohibited. Operators operating privileges may be revoked at the discretion of the Chief Executive Officer or his designee.
- 2 Traffic Control and Enforcement. The orderly flow of traffic is important to all Operators. Operators must obey all rules of driving courtesy, speed and safe operation at all times. All Operators shall be subject to on-site inspection by authorized Police Department Officers, Operations or such other personnel as may be designated by the Chief Executive Officer or designated representative.
- 3 Designated Passenger Loading and Unloading Area. The Commercial Lane and G.T. Facility are designated passenger loading areas for Commercial Vehicles and Buses. The JAA under special circumstances associated with an operational problem or inconvenience, can designate an alternate passenger loading or unloading area other than the Commercial Lane or G.T. Facility for any and/or all types of Operators. No Commercial Vehicle may load or unload in the Parking Garages, except for a passenger request with a current reservation with a Rental Car Operator. Commercial Vehicles and Buses must unload passengers and luggage in the first (preferred) or

second lane from the terminal curb. Unloading in either the third, fourth or fifth lane from the curb constitutes an unauthorized unloading violation.

- 4 Cruising. Cruising by all Commercial Vehicles is prohibited. No Driver shall cruise Airport roadways in search of passengers.
- 5 Engine Idling. Unless a commercial vehicle is engaged in active loading/unloading, a Driver shall not allow his or her vehicle engine to idle and shall turn the engine off.
- 6 Unauthorized Parking/Staging Area. Commercial vehicles shall not be left unattended on Airport property without authorization from the JAA. A staging area is available for those Operators who have a need to remain at the Airport away from the Commercial Lane or G.T. Facility. The staging area is located at 14201 Pecan Park Road (Cell Phone Lot). No commercial vehicle shall be allowed to remain in the G.T. Facility for more than two (2) hours.
- 7 Commercial Vehicle Identification. Unless otherwise authorized by the JAA, each commercial vehicle shall be clearly identified with the name of the business on the outside of the vehicle to enable passengers to identify the company.
- 8 Vehicle Operating Condition and Appearance. All commercial vehicles shall be kept clean and in first-class running condition. The JAA reserves the right of inspection and removal from service of any vehicle that is deemed unsafe or is unkempt in appearance.
- 9 Ground Transportation Complaints/Violations/Problems. All complaints, violations, and problems concerning Ground Transportation Services will be handled through the Parking Management Company.
- 10 Refund of No-Shows. Fees charged by the JAA are for the access and use of the Commercial Lane or G.T. Facility. No fees will be refunded for no-shows.
- 11 Ground Transportation Operators Contracting Out Commercial Services. Permit Holders may sub-contract transportation services to other Permit Holders only. All subcontractors will be liable for all appropriate charges, no exceptions.
- 12 Vehicle-for-Hire Driver Identification. Each Vehicle-for-Hire Driver shall, at all times while on duty and in any area of Airport property, have his or her valid driver's license and shall produce such driver's license upon request by the JAA or Parking Management Company.
- 13 Meet and Greet Guidelines. The following information summarizes Meet and Greet guidelines for the Baggage Claim Area and Courtyard Welcome Kiosk:
 - A. Baggage Claim Area. Pre-Arranged Permitted Operators and Destination Management Companies may perform Meet and Greet activity in the Baggage Claim Meet and Greet Area as depicted in APPENDIX "F".
 - i. Meet and Greet Time Limits. When performing a Meet and Greet, Operators may enter Baggage Claim not more than fifteen (15) minutes prior to the arrival of a domestic flight and five (5) minutes prior to the arrival of an international flight. The

Operator may remain in Baggage Claim not more than thirty (30) minutes after the arrival of a domestic flight and one (1) hour after the arrival of an international flight. Flight arrival times shall be determined utilizing the JAA's Flight Monitors posted in Baggage Claim Meet and Greet Area.

- ii. Baggage Claim Meet and Greet Area. Except as provided in Section 7.13.A.iv, Operators performing Meet and Greets in the Baggage Claim shall stand only in the Baggage Claim Meet and Greet Area while waiting to meet their passengers. If an Operator believes that he or she missed the passenger or group he or she was meeting, such, Operator may continue to wait in the Baggage Claim Meet and Greet Area in accordance with Section 7.13A. No Operator performing a Meet and Greet may meet his or her passenger at or around any Baggage Claim carousel. At no time, shall the Operator interfere with the operations of the Visitors Convention Bureau Booth, G.T. Information Booth or On-Demand Transportation Services Dispatcher Booth.
- iii. Meet and Greet activity for transportation services is prohibited in any other location except for authorized organization events approved by the JAA.
- iv. Persons in Baggage Claim and Outside Meet and Greet Area. No Operator may be in Baggage Claim or Outside the Baggage Claim Meet and Greet Area unless he or she:
 - 1. Is in the company of his or her pre-arranged passenger for the purpose of assisting with luggage;
 - 2. Is en route to or from the Baggage Claim Meet and Greet Area;
 - 3. Is en route to or from the Baggage Claim exits;
 - 4. Is performing a Meet and Greet for a passenger who is in a wheelchair;
or
 - 5. Is a person/company conducting operations from meet and greet desk.
- v. Personal Business in Baggage Claim. An Operator may meet friends and relatives arriving at the Airport if the Operator conducts himself or herself as if he or she were meeting a passenger in a commercial capacity and performs such actions in accordance with this Section 7. Permit Holder shall pay all applicable Per Trip Fees associated with this Meet and Greet.
- vi. Meet and Greet Desk. The Meet and Greet Desk is available on a first come, first basis. Other Meet and Greet requests may be available to reserve by phoning the Parking Management Company at 904-741-2277, no later than 48-hours in advance prior to renting. The desk is in the North Baggage Claim area of the Terminal as depicted in APPENDIX "F".
 - 1. The meet and greeter can escort their customers outside and assist with directions to vehicles and drivers.
 - 2. The meet and greeter can coordinate baggage arrangements with Airport Skycaps.
 - 3. During non-incoming flights, to counter the perception of "solicitation" by other transportation companies, the Meet and Greeter shall inform the Parking Management Company of the intended activities.

- B. Courtyard Welcome Kiosk. Destination Management Companies or other companies approved by the Chief Executive Officer, or his designee, may perform Meet and Greet activity in the pre-security Courtyard Welcome Kiosk Area as depicted in APPENDIX “F”.
- i. Meet and Greet Welcome Kiosk Rental. The Meet and Greet Welcome Kiosk is available to rent on a reserved basis only by phoning the Business Development Office at 904-741-2043 or 904-741-3628, no later than 7 days in advance prior to renting. Rental fee is based on per company, per day basis, per APPENDIX “C”. The standalone kiosk with digital display may be utilized by conference or event staff to display information, answer questions, meet/greet attendees, and/or offer information packets.
1. Sales of any kind are strictly prohibited.
 2. Food and/or beverages are strictly prohibited.
 3. The use of the kiosk may be from 1-7 days prior to the event, including the event day(s).
 4. Digital displays must not play audio and must be pre-approved in writing by the JAA.
 5. Conference/event staff member must be present for the duration while materials are displayed. If the kiosk is unmanned, all materials must be removed.
 6. Use of the kiosk must be approved in writing by the JAA and agreement must be signed prior to any materials being displayed.
 7. Conference/event staff member must check in/out daily by calling the Parking Management Company at 904-741-2277.
- C. G.T. Facility. Operators doing business as a Vehicle-for-Hire Operator and Non-Vehicle-for-Hire Operators may only enter the G.T. Facility to conduct Pre-Arranged Transportation Operations.
- D. Commercial Lane. Operators doing business as an Airport Based On-Demand Transportation Services, Hotel-Motel Operators, Off-Airport Parking Operators, Off-Airport Rental Car Operators and Crew Transit Operators to conduct courtesy transportation. Operators may only use the Commercial Lane to load passenger(s) and should not be construed as authorization to park and wait for passengers. There shall be no unattended vehicles in the Commercial Lane.
- E. Ground Transportation Service Providers. Must park in the public parking facilities and pay posted rates to conduct GT Operations.
- F. Sign Requirement. Handheld professional quality signs may not exceed 10” X 12” in size. Signs must have either; the name of the passenger or group being met. The sign is to be of professional quality, displayed on a smartphone or electronic computer device. Signs shall be removed prior to departing the Airport.
- G. Meet and Greet Without Sign. Operators may perform a Meet and Greet without the use of a sign if the Operator obtains prior authorization from the JAA, which such

authorization shall be granted only in cases where the Operator demonstrates to the satisfaction of the JAA that the use of a sign would present a crowd control hazard or a security risk.

- H. Additional Information. If a Meet and Greet sign contains the name of a group, the Operator must carry and be able to provide either the name and flight information for each passenger in the group or a copy of a contractual agreement for transportation with the group.
- I. Provision of Meet and Greet Information. Operators performing a Meet and Greet while at the Airport must provide upon request of the JAA or Parking Management Company, the name of the Permit Holder for who the Operator is operating, together with verifiable information concerning the passenger's name, arrival date, airline, flight number and flight arrival time, or a copy of a contractual agreement for the provision of Meet and Greet Services in accordance with Section 7. An Operator refusal to respond when asked if he or she has a Meet and Greet shall be deemed an admission that the Operator has a Meet and Greet and shall constitute a failure to provide the required information, and the JAA or the Parking Management Company may escort or direct the Operator out of the Airport.

SECTION 8

SUSPENSION OR REVOCATION

- 1 Operators are responsible for the conduct and actions of their drivers, including compliance with all operating procedures. In considering any fine, suspension or revocation of operating privilege, the JAA may consider actions taken by the operator to act responsibly, take disciplinary measures, mitigate damage, or otherwise take appropriate corrective action. Nevertheless, Operators are ultimately accountable for the action of their employees and drivers as it relates to this Commercial Ground Transportation Policy.

The JAA's Chief Executive Officer or their designee(s) may impose suspension or revocation upon any Operator or of any Commercial Vehicle who, after due investigation, is found to have violated any of the procedures contained herein.

A. Violation of Permit.

Any violation of the Commercial Ground Transportation Policy, and the Rules and Regulations contained herein, will be considered a violation of the terms of the permit issued by the JAA.

B. Suspension.

In addition of all remedies provided by law, suspension may be imposed for a period of between one (1) and one hundred eighty (180) days and may be imposed for any of the following violations:

- i. Non-compliance with laws, regulations, ordinances or rules.
- ii. Failure to obtain/maintain required permits and licenses.
- iii. Failure to obey instructions of the JAA's representatives or agents or law enforcement personnel.

- iv. Loading/unloading in unauthorized locations.
- v. Solicitation or stationing unauthorized persons on the Airport.
- vi. Failure to pay Per Trip Fees, Privilege Fees or non-sufficient funds.
- vii. Failure to maintain any required insurance, security deposit, bond or letter of credit.
- viii. Unattended vehicles in the Commercial Lane or G.T. Facility without authorization from the JAA.
- ix. Unauthorized parking.
- x. Cruising.
- xi. Refusal of fares, except under authorized conditions.
- xii. Exceeding allowable parking time in the G.T. Facility for more than two (2) hours.
- xiii. Unprofessional or discourteous conduct and or use of profane language.
- xiv. Providing misleading information about other G.T. Services.
- xv. Operators are prohibited from committing or attempting to commit any act that causes the JAA's revenue control system to fail to detect the presence of such driver's commercial vehicle.
- xvi. Operators causing damage to any JAA property or equipment.
- xvii. Littering.
- xviii. Unsafe vehicle operation.
- xix. Driving in an unsafe manner, including without limitation, speeding, and improper backing of vehicle in the Commercial Lane or G.T. Facility, stopping in crosswalks to load or unload or failure to yield to pedestrians.
- xx. Continuing to conduct Commercial G.T. Operations when privileges have been suspended.
- xxi. Violation of Meet/Greet rules.
- xxii. Any other violation of the policy, the Rules and Regulation, laws, statues or ordinances of any government agency.

C. Revocation.

Revocation of operating privileges is for an indefinite period of time – specified at the time of revocation – and may be imposed for any of the following violations:

- i. Failure to pay required fees within 30 days of suspension.
- ii. Conducting illegal activities at the Airport, which result in a misdemeanor or felony conviction.
- iii. Any violations of the Rules and Regulations or these Operating Procedures after two (2) suspensions have been imposed within a twelve (12) month period.

D. Operations by Person that is not a Permit Holder.

Any Person(s) issued a trespass warning or arrested by Jacksonville Aviation Authority Police Department for operating without a Permit will be denied operating privileges indefinitely.

E. Personal Business at Airport.

If a Person subject to a trespass warning or other immediate suspension pursuant to Section 8 needs to utilize the Airport for personal business, such Person shall advise the Director of Public Safety and Security Police of his or her need to be present on Airport property, the time when such Person will be present on Airport property and the reason for his or her presence on Airport property. If approved by the Director of Public Safety

and Security, presence on Airport Property after such Person has received authorization and provided such notice shall not be deemed a violation of the trespass warning.

2. Imposition and Review of Suspension and Revocations.

Upon the imposition of a suspension or the revocation of an operating privilege, the Operator may dispute the imposition of the administrative action or revocation of the operating privilege in writing to the Chief Executive Officer of the Airport, or his designee, provided that notice of such dispute is provided within three (3) business days of the imposition of the suspension or revocation. The Chief Executive Officer, or his designee, will advise the Operator or Driver of the time, date and place of the review, will review any matters submitted by the Operator or Driver and will thereafter provide notice to the Operator or Driver of any action taken after the review, which may include a decision not to impose any suspension, imposition of a lesser suspension or other action appropriate under the circumstances. The determination of the Chief Executive Officer shall constitute the final decision of the JAA.

SECTION 9
DEFINITIONS APPLICABLE ONLY TO
OFF-AIRPORT RENTAL CAR AND PARKING OPERATORS

- 1 Off-Airport Rental Car Airport Gross Revenues. Means Gross Revenues derived from, or in connection with, any rental of an Automobile to a customer who, at any Airport Facility of an Off-Airport Rental Car Operator operated in connection under the terms of the Ground Transportation Rules and Regulations, within forty-eight (48) hours following customer's deplaning at the Airport, either (i) executes an agreement to rent an Automobile from an Off-Airport Rental Car Operator, or (ii) takes delivery of an Automobile rented from an Off-Airport Rental Car Operator. The Authority shall presume that one hundred percent (100%) of all Gross Revenues earned by an Off-Airport Rental Car Operator are Airport Gross Revenues unless the Off-Airport Rental Car Operator demonstrates otherwise to the satisfaction of the Chief Executive Officer. Such one hundred percent (100%) presumption shall apply, without limitation, for purposes of the monthly statement, the payment requirements, and the certification requirements of this Section 9. In order to establish that less than one hundred percent (100%) of all Gross Revenues are Airport Gross Revenues, the Off-Airport Rental Car Operator, at a minimum, shall segregate and maintain all rental agreements made with local residents or other customers who did not arrive at the Airport within such 48-hour period, together with a statement (which shall be included in the rental agreement or attached thereto) completed by such customer, in the following form:

I hereby certify that I did not deplane at Jacksonville International Airport within 48 hours prior to renting the automobile described in this agreement.

Signature: _____

Printed Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Date: _____

The Gross Revenues derived by an Off-Airport Rental Car Operator pursuant to any rental Automobile agreement that does not contain, or have attached thereto, such fully executed statement, shall be deemed Airport Gross Revenues. A report of all local rental Automobile transactions setting forth such transactions and receipts which are deducted shall accompany the monthly Statement of Gross Revenues, attached hereto as APPENDIX “D” and the annual report.

- 2 Off-Airport Rental Car Operators Gross Revenues. Gross Revenues, means all monies due Operator, whether paid or unpaid, from any and all customers for the use, rental or lease of vehicles and any additional services, sales, or accessories contracted for, delivered, supplied or rented at or in connection with the Airport regardless of where, how (cash, credit, barter or otherwise) or by whom payment is made; whether the customer is transported from the Airport to an off-airport place of business; or where the vehicle is picked up or returned. Unless revenues are expressly and specifically excluded by this Permit from Gross Revenues, all revenues derived from, arise out of or become payable on account of the Operator, whether directly or indirectly, shall be included in Gross Revenues.

Gross Revenues shall not include:

- a. the amount of any sales taxes or other taxes, fees or charges now or hereafter levied or imposed, which are separately stated and collected from customers and forwarded to governmental authorities;
- b. documented credits and refunds to customers, including, but not limited to, such documented credits and refunds made in response to customer complaints, customer service or satisfaction;
- c. any sums received by Operator as insurance proceeds, or payments from Operator’s customers or insurers for damage to vehicles or Operator’s property or premises from loss, conversion, or abandonment of vehicles (without mark-up or additional fees). However, this exclusion does not include any sums received by Operator in lieu of rent for those vehicles;
- d. sums received from the sale of vehicles or other equipment used in the operation of the Off-Airport Rental Car, the use of which Operator wishes to discontinue;
- e. sums received by Operator for pass-through charges collected by Operator’s from its airport customers, including all associated administrative charges, for traffic tickets, parking tickets, towing charges, impound fees, and other similar governmental fines and charges actually paid by Operator on behalf of such airport customers and with respect to damage repair, parts replacement, extraordinary cleaning of vehicles, towing and transporting of damaged vehicles rented by such airport customers, and replacement of keys for such vehicles (without mark-up or additional fees);
- f. all tolls passed through by Operator or third-party vendor or paid by Operator or third-party vendor directly to the Florida Department of Transportation or similar government entities.
- g. Amounts charged to customers who did not deplane at the Airport within 48-hours prior to renting the automobile. ***A report of all local rental Automobile transactions setting forth such transactions and receipts which are deducted shall accompany the monthly Statement of Gross Revenues, attached hereto as APPENDIX “D” and the annual***

report.

Gross Revenues shall include, but shall not be limited to:

- h. all the time and/or mileage revenues, after discounts, assessed by Operator to its customers;
- i. all revenues from the sale of liability damage waiver, personal accident insurance, personal effects, cargo insurance, life insurance and any other insurance sold in connection with a vehicle rental;
- j. sums received from customers for Collision Damage Waiver (CDW) protection and Loss Damage Waiver (LDW) protection, or similar charges, including any sums received by Operator in lieu of rent for those vehicles.
- k. all revenue relating to furnishing and/or replacing fuel provided by Operator at the commencement or conclusion of the rental transaction;
- l. all tolls collected by Operator;
- m. any administrative fees or tolls charged by a third-party vendor;
- n. daily and weekly service fees for toll transponders or similar license plate recognition services;
- o. global positioning navigation systems (GPS) and/or service and satellite service;
- p. child restraints;
- q. drop charges;
- r. additional driver fees;
- s. underage or overage driver fees;
- t. vehicle upgrade charges;
- u. guaranteed reservation fees;
- v. early or late return fees;
- w. third party vehicle comps for promotional services rendered as a travel promoter, agent, or otherwise;
- x. vehicle sharing and/or valet services;
- y. all time and revenue related to car-sharing or other similar type services including any and all membership fees;
- z. all revenue derived from, or in connection with, the extension or renewal of any rental agreement entered into on the Assigned Premises or elsewhere on the Airport, regardless of the location at which the rental agreement is renewed or extended, or rental exchanged or returned.
- aa. All amounts billed to or received from customers, including reservations, of any affiliate of the Off-Airport Rental Car Operator or any contractor/subcontractor, including but not limited to, internet airport rental reservation sites, used by Off-Airport Rental Car Operator, to provide rental or lease of vehicles and any additional services regardless of

what portion, if any, of such amounts are received or retained by the Off-Airport Rental Car Operator;

bb. Recovery of Permit Fees payable hereunder, including, but not limited to, the Fees Section 4; and

cc. all other revenues paid or due to Operator arising out of or in connection with its operations at the Airport unless expressly excluded by this Permit.

For purposes of calculating Gross Revenues, it shall be conclusively presumed that all customers leasing vehicles at Operator's Assigned Premises arrived through operations of the Airport prior to leasing the vehicle.

3 It is understood and agreed that all losses or chargebacks (including bad debt expenses) are to be born solely by Operator, and Authority is to be paid on Gross Revenues without charge or reduction for costs of losses. As indicated above, sums received by Operator as insurance proceeds, or payments from Operator's customers or insurers in lieu of rental fees and charges for those vehicles are considered Gross Revenues.

4 Operator shall not modify its accounting treatment or rename or redefine services or products which under the terms of this Permit would be subject to the Privilege Fee unless approved in writing by the Authority.

5 Off-Airport Parking Operators Airport Gross Revenues. With respect to Off-Airport Parking Operators, the term "Airport Gross Revenues" means Gross Revenues of an Off-Airport Parking Operator derived in connection with parking, shuttle transportation or Courtesy Vehicle transportation provided to a Person who parks a motor vehicle at any Airport Facility of that Off-Airport Parking Operator and is transported to or from the Airport by any Commercial Vehicle. It shall be presumed that all Gross Revenues of an Off-Airport Parking Operator are Airport Gross Revenues unless the Off-Airport Parking Operator demonstrates otherwise to the satisfaction of the Chief Executive Officer. In order to establish that less than all Gross Revenues are Airport Gross Revenues, the Off-Airport Parking Operator shall, at a minimum, segregate and maintain records of all parking transactions for Persons who did not use the Airport, together with a statement (which shall be included in the parking agreement or attached thereto) completed and separately signed by such customer for each reporting month the vehicle is stored on the Off-Airport Parking Operators Parking Facility, in the following form:

I hereby certify that I did not use Jacksonville International Airport during the time period my vehicle was parked at this facility.

Signature: _____

Printed Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Date: _____

The Gross Revenues derived by an Off-Airport Parking Operator pursuant to any parking agreement that does not contain or have attached thereto such statement separately signed by

the customer shall be deemed Airport Gross Revenues. A report of all local rental Automobile transactions setting forth such transactions and receipts which are deducted shall accompany the monthly Statement of Gross Revenues, attached hereto as APPENDIX “D” and the annual report.

- 6 Gross Revenues Off-Airport Parking Operators. With respect to Parking Operators, the term “Gross Revenues” means all amounts billed or received by an Off-Airport Parking Operator or an affiliate of the Off-Airport Parking Operator or any contractor/subcontractor from or in connection with the parking of vehicles at any airport facility of that Off-Airport Parking Operator, or the provision of shuttle transportation or courtesy vehicle transportation between such airport facility and the Airport.

Gross Revenues shall not include:

- a. The amount of any sales taxes or other taxes, fees or charges now or hereafter levied or imposed, which are separately stated and collected from customers and forwarded to governmental authorities;
- b. Any sums received as insurance proceeds, or payments from Off-Airport Parking Operator’s customers or insurers for damage to vehicles or other property of Operator.
- c. Amounts separately stated and received from the sale of any product or service other than parking service, shuttle transportation, or courtesy vehicle transportation;
- d. Amounts of documented credits and refunds separately stated and actually made to customers; or proceeds from the sale of capital assets.
- e. Amounts charged to customers who did not use the Jacksonville International Airport during the time their vehicle was parked or stored at an Off-Airport Parking Operator’s facility. *A report of all local rental Automobile transactions setting forth such transactions and receipts which are deducted shall accompany the monthly Statement of Gross Revenues, attached hereto as APPENDIX “D” and the annual report.*

Gross Revenues shall include, but shall not be limited to:

- f. All amounts billed to or received from customers, including reservations, transportation, of any affiliate of the Off-Airport Parking Operator or any contractor/subcontractor, including but not limited to hotel/motel courtesy transportation parking services, internet airport parking reservation sites, used by Off-Airport Parking Operator, to provide parking service, shuttle transportation, or courtesy vehicle transportation regardless of what portion, if any, of such amounts are received or retained by the Off-Airport Parking Operator;
- g. Amounts paid or payable in exchange for coupons or vouchers which are redeemed at an airport facility;
- h. Amounts of discounts given to any customer resulting from a trade or swap of products or services for parking service or from the customer’s purchase or promise to purchase any service or product from any person other than or in addition to parking service, shuttle transportation or courtesy vehicle transportation;
- i. Charges customarily made for parking service, shuttle transportation, or courtesy vehicle transportation even though not actually collected;
- j. Complimentary parking, including parking provided to Tour Operators, their representatives, or other third parties for the promotion of business or vehicles otherwise

- provided in exchange for goods, services or accommodations are included in Gross Revenues; and
- k. Recovery of the Permit Fees payable hereunder, including, but not limited to, the fees referred to in Section 4.

SECTION 10

OTHER PROVISIONS GOVERNING TNCS

- 1 Inapplicability of Other Provisions of Rules and Regulations. Section 3 of these Rules and Regulations do not apply to TNCs, by being pre-empted by Section 627.748, Florida Statutes. The Rules and Regulations that do apply to TNCs relate to the fees the Authority is allowed to charge for the privilege of operating at the Airport and to the Authority's right to designate locations for staging, pickup, and other similar operations at the Airport.
- 2 Registration. Each TNC that desires to pick up Passengers at the Airport shall complete a Transportation Network Company License Agreement with JAA.
- 3 Insurance. Each TNC must provide certificates evidencing compliance with the insurance requirements of Section 627.748, Florida Statutes.
- 4 Background Checks. Each TNC must provide evidence of compliance with the background check requirements of Section 627.748, Florida Statutes.
- 5 Tracking TNC Vehicles on Airport. A TNC must have a method for the Authority to track its Vehicles on Airport. This requirement is satisfied in one of the ways described below.
 - a. Geo-fence. Prior to engaging in operations at the Airport and at Company's sole expense, Company shall work with assigned Airport personnel to develop a vehicle tracking protocol based on a geo-fence established by the Airport and consistent with the Data Interface Agreement set forth in the Transportation Network Company License Agreement.
 - b. The TNC will use the geo-fence and other tools, as appropriate, to manage its Airport business, comply with the terms and conditions of this Agreement, and to transmit live data regarding its operations at the Airport.
 - c. The TNC shall notify TNC Drivers about the geo-fence and use thereof.
 - d. The TNC shall be required to submit all TNC Vehicle activities at the Airport to the Aviation Authority's Ground Transportation Management System via the Transportation Security Clearinghouse Services.
 - e. The geo-fence will be comprised of one (1) or more polygons whose points are geographic coordinates defined by the JAA on JAA owned property.
 - f. All TNC Vehicles shall be identified electronically for each trip by a unique number and the license plate number.
 - g. The unique number shall be linked by TNC through its Digital Network to the TNC Driver in a manner that allows Authority to audit the TNC's compliance with the Transportation Network Company License Agreement. Consistent with the auditing provisions in the Transportation Network Company
 - h. Agreement, Authority will periodically audit the TNC's records with respect to its operations at the Airport.
 - i. TNC Vehicle Prearranged Rides shall be tracked at various stages based on the transaction type (either pick-ups, drop-offs, upon entry and upon exiting. For each transaction type, the

TNC shall provide the unique trip number, transaction type, date, time, geographical location, TNC Driver unique identifier, and TNC Vehicle license plate number.

- 6 TNC Staging Area. All TNC Vehicles not actively loading or unloading passengers shall immediately leave the Airport. No TNC Vehicles shall stage, wait or park in any other areas of the Airport, nor shall TNC Vehicles loop around terminal roadways or any other Airport roadways while waiting for a pick-up.
- 7 TNC Pick-Up Area. Such TNC Vehicles that have received a request for a Prearranged Ride shall load Passengers at the area designated as a TNC Pick-Up Area, currently located on the terminal curb on Level 1 (Arrivals) on the south side of the Terminal, outside Door “3” but subject to change from time to time. There is no parking or waiting on any TNC Pick-Up Area. Only active loading allowed.
- 8 TNC Drop-Off Area. Such TNC Vehicles that have received a request for a Prearranged Ride shall drop-off Passengers at the area designated as a TNC Drop-Off Area, currently located on the terminal curb on Level 2 (Departures) but subject to change from time to time. There is no parking or waiting on any TNC Drop-Off Area. Only active unloading allowed.
- 9 Trade Dress. TNC Vehicles will be identified with the trade dress (name and logo) of the TNC any time a TNC Driver is on the Airport and is logged on to the TNC’s Digital Network. Other than trade dress, TNC Vehicles will not be painted or display signage that is meant to advertise or solicit business on the Airport.
- 10 TNC Driver Remains Connected to Digital Network. The TNC Driver must always remain connected to the TNC’s Digital Network while on Airport property.
- 11 Fees. Authority shall charge all TNC’s a Per Trip Fee for every Trip from the Airport.
- 12 Prohibited Activities. The following activities are prohibited by TNC Companies, TNC Drivers, TNC Employees or independent contractors:
 - a. Turning off or disabling the Digital Network when a TNC Vehicle is on Airport Property; unless the TNC Driver is departing the Airport after a drop-off;
 - b. Allowing the operation of a TNC Vehicle at the Airport by an unauthorized TNC driver;
 - c. Transporting a Rider in an unauthorized vehicle;
 - d. Picking-up or dropping-off Riders or their baggage at any location other than the Designated Areas;
 - e. Leaving a TNC Vehicle unattended;
 - f. Failing to maintain the TNC Vehicle interior and exterior in an appropriately clean condition;
 - g. Littering on Airport property;
 - h. Failing to provide information, or providing false information to authorized Airport Staff or Law Enforcement;

- i. Soliciting riders on Airport Property;
- j. Re-circulating anywhere at the Airport unless immediately prompted by ReMatch;
- k. Using or possessing any alcoholic beverage, narcotic, or controlled substance (unless pursuant to a valid prescription) while on Airport property or while carrying a Rider;
- l. Failing to operate a TNC vehicle in a safe manner;
- m. Failing to comply with posted speed limits and traffic control signs;
- n. Failing to comply with instructions or directions given by the Airport Staff or Law Enforcement;
- o. Using profane or vulgar language in the presence of any member of the public or Airport Staff;
- p. Any soliciting or advertising whatsoever without authorization from the Authority;
- q. Operating a TNC vehicle which is not in a safe mechanical condition, or which lacks mandatory safety equipment;
- r. Engaging in any criminal activity;
- s. Failing to give, upon a Rider's request, the TNC Driver's correct name, the name of the TNC Company, the Driver's TNC identification number or vehicle number, if any;
- t. Failing to immediately comply with requests from Airport Staff or Law Enforcement, to see proof of insurance, license and registration, prearranged Waybill or confirmation that TNC application is activated while on Airport Property or within the geo-fence tracking area;
- u. Operating on Airport Property without an activated TNC Application or approved TNC Trade Dress;
- v. Engaging in any conduct or activity intended to or apparently intended to ask, implore or persuade a passenger to alter his or her previously chosen mode of ground transportation or specific ground transportation operator, except as otherwise provided by License Agreement with the Airport;
- w. Waiting for a Rider match while in any areas of the Airport property (including but not limited to, Airport parking lots, Cell Phone Lot, garages or roadways) unless prompted to do so by the TNC Application through Prematch or ReMatch. Notwithstanding anything in the License Agreement to the contrary, **TNC Drivers are prohibited from scheduling Rider pick-ups while in any areas of the Airport property, unless otherwise authorized in writing by Authority Staff;**
- x. Accepting a Prearranged Ride for compensation other than from a Rider arranged through TNC Digital Network;
- y. Violate any applicable Airport Rules and Regulations, TNC Operating Guidelines or TNC License Agreement;
- z. Violations of Prohibited Activities. Violations by TNC Company or a TNC Driver which are not addressed by TNC Company or the TNC Driver, as applicable,

within a reasonable time after a request by the Authority to do so, may result in suspension or termination of the License Agreement.

13 Violations by TNC Drivers:

TNC Companies and TNC Drivers must abide by all policies and rules contained herein, including without limitation, all of the terms and conditions of the License Agreement, the Rules and Regulations and including but not limited to the TNC Operating Guidelines of the Authority. TNC Companies shall be notified of TNC Drivers affiliated with TNC Companies who have been warned but continue to violate this Permit, or the Authority's Rules and Regulations, including but not limited to, parking or traffic violations. TNC Companies agrees to block any such TNC Driver from accepting trip requests through the TNC Application from a Passenger seeking a pick-up or drop-off at the Airport as follows:

The Authority reserves the right to immediately suspend the operating privileges of any TNC Driver accused of committing any crime, whether felony or misdemeanor, while on Airport property, while transporting a Passenger for drop-off at the Airport or while transporting a Passenger after pick-up at the Airport, and, upon reasonable notice, Permittee agrees to immediately block any suspended TNC Driver from accepting trip requests through the TNC Application from a Passenger seeking a pick-up or drop-off at the Airport. TNC Drivers found operating during any suspension period will be subject to legal action.

Upon the imposition of a suspension or the revocation of an operating privilege, the TNC Driver may dispute the imposition of the administrative action or revocation of the operating privilege in writing to the Chief Executive Officer of the Airport, or his designee, provided that notice of such dispute is provided within three (3) business days of the imposition of the suspension or revocation. Any claim not timely submitted to the Chief Executive Officer of the Airport is deemed to be waived. The Chief Executive Officer, or his designee, will advise the TNC Driver of the time, date and place of the review, will review any matters submitted by the TNC Driver and will thereafter provide notice to the TNC Driver of any action taken after the review, which may include a decision not to impose any suspension, imposition of a lesser suspension or other action appropriate under the circumstances. The determination of the Chief Executive Officer shall constitute the final decision of the JAA.

Remainder of Page Left Blank Intentionally

APPENDIX “A”

COMMERCIAL GROUND TRANSPORTATION OPERATORS PERMIT APPLICATION OCTOBER 1, 2024 – SEPTEMBER 30, 2025

**JACKSONVILLE AVIATION AUTHORITY
JACKSONVILLE INTERNATIONAL AIRPORT
COMMERCIAL GROUND TRANSPORTATION OPERATORS
PERMIT APPLICATION
OCTOBER 1, 2024 – SEPTEMBER 30, 2025**



PERMIT APPLICATION RENEWAL DEADLINE DUE BY: SEPTEMBER 15, 2024

Please read all the items listed below.
Follow all instructions and provide all documents or information requested.

New Permit Application ☐ Renewal Permit Application ☐ Type of Permit _____

1. COMPANY DATA:

Name of Company: _____

d.b.a. Name (If applicable): _____

Business Address: _____

(Must be Physical address
NO P.O. BOX):

Mailing/Billing Address same as above: Yes ☐ No ☐

If No, Please Indicate Mailing/Billing Address:

Owner's or Registered Agent (President/Vice President) _____

List Other Owners, Officers, Partners: _____

Manager's Name: _____

Business Telephone: _____ Cell Phone: _____

Fax #: _____

Email Address: _____

Note: The Permit Holder shall be responsible for providing immediate written notice to the Authority for any and all company and vehicle changes. The written notice shall be delivered by mail, fax, email, or hand delivered to the Parking Office.

2. **APPLICATION FEE:** For new or renewal Permit, or for any ownership change of an existing Permit, there will be a non-refundable application fee of \$100.00. Make checks payable to the "Jacksonville Aviation Authority" (JAA).
3. **VEHICLE INFORMATION:**
 - A. Provide the information requested on the attached "Vehicle Schedule" form for each vehicle for which you desire a permit and Proximity Card. Complete additional forms, as required. Information must also be provided in writing each time a vehicle is added or deleted from the fleet;
 - B. Provide (email, deliver, fax or mail) a copy of the current vehicle registration for EACH VEHICLE listed on your attached schedule;
 - C. Vehicle **MUST** be registered under the company name listed above as a commercial vehicle; or
 - D. If vehicle is leased, attach a copy of the leasing agreement (contract or notarized document required) for each leased vehicle including the term of the lease;
 - E. Permit Holder must provide a valid driver's license for each driver.
4. **INSURANCE:** Provide a copy of the Certificate of Insurance covering every vehicle described in your vehicle schedule that meets the following requirements:
 - A. Unless "Any Auto" is specified, a schedule (year, make, entire VIN) of each vehicle covered by the policy must accompany the Certificate of Insurance;
 - B. Minimum coverage for each vehicle shall be \$125,000/\$250,000/\$50,000 or \$300,000 Combined Single Limit;
 - C. The company name, as listed above, must be stated on the Certificate of Insurance, as well as, the policy number;
 - D. The Jacksonville Aviation Authority must be listed as additionally insured on the Certificate of Insurance;
 - E. Each insurance policy shall provide that it may not be canceled until the expiration of thirty (30) days after the notice of its intended cancellation has been given in writing to the Authority by registered mail or personal delivery.
 - F. **Insurance Violations.** Upon the expiration or cancellation without renewal of a Permit Holder's policy of insurance the Chief Executive Officer of the Airport, or his designee, immediately suspends the Permit Holder's Permit. The Chief Executive Officer or his designee shall notify the Permit Holder of the suspension by telephone and email. Any unexpired Permit shall be immediately reinstated upon providing proof, satisfactory to the Chief Executive Officer or his designee, that the Permit Holder has the insurance required by these Rules and Regulations.
5. **GOOD STANDING:** If the Permit Holder is a corporation or limited partnership, the Authority will verify a certificate evidencing that the Permit Holder is either a Florida corporation or limited partnership in good standing in the State of Florida or is a foreign corporation or limited partnership authorized to transact business in the State of Florida.
6. **FICTITIOUS NAME:** If the Permit Holder (including a sole proprietorship) operates under a fictitious name, the Authority will verify the Permit Holder's fictitious name registration with the State of Florida.
7. **LOCAL BUSINESS TAX RECEIPT:** If the Permit Holder is doing business in Jacksonville/Duval County, the Authority will verify the Permit Holder's local business tax receipt with the City of Jacksonville.

8. **SECURITY DEPOSIT:** The Permit Holder must be in full compliance with the security deposit required by the Commercial Ground Transportation Policy. In the event of the sale or transfer of a company who is a Permit Holder, the exact security deposit amount on file with the Jacksonville Aviation Authority must be listed in the contract for such sale or ownership transfer and will include legal verbiage that specifies the person(s) or company that will retain ownership of the security deposit. Further, the new Permit holder or company owner(s) must provide the security deposit specified in the Authority's Commercial Ground Transportation Policy to the Jacksonville Aviation Authority prior to being authorized to operate as a valid Permit holder.
9. **AFFIXING PERMIT DECALS AND PROXIMITY CARDS:** Permit decals issued pursuant to this application are to be affixed to vehicles on the inside lower corner of the windshield on the driver side. Proximity cards must be presented each time a vehicle enters and exits the facility. Permit decals and Proximity cards are assigned to a specific vehicle and are non-transferable. Contact the Parking Office for additional or replacement permit decals or proximity cards.
10. **IDENTIFICATION OF PERMIT HOLDER ON VEHICLE:** All vehicles must display identification of the name, or the fictitious name registered with the State of Florida of the Permit Holder on the exterior side of the vehicle or on the front license plate of the commercial vehicle. In the case of a Vehicle displaying the name of another Operator or Permit Holder that contracted transportation services from the Permit Holder, the name, or the fictitious name registered with the State of Florida, of the permit Holder of the Vehicle providing transportation must be displayed on the Vehicle dashboard, adjacent to the Permit Decal, and must be visible from the outside the Vehicle.
11. **PAYMENT OF FEES:** No Permit holder may operate at the Airport unless the Permit holder has timely paid all applicable fees. A non-refundable fee will be charged for non-sufficient fund checks and Permit Holder will be immediately placed on suspension until all applicable fees, late fees, and penalties are paid in full.
12. **The mailing address of the Authority is:**
- Jacksonville Aviation Authority
Attn: Business Development Department
14201 Pecan Park Road
Jacksonville, FL 32218
13. **NONDISCRIMINATION REQUIREMENTS:** Permit Holder shall not on the grounds of race, color, gender, age, sexual orientation, marital status or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws or regulations. The Permit Holder shall notify all Drivers that they are to accept any and all passengers desiring transportation services without discrimination of any kind. The Permit Holder agrees that any violation by Drivers operating under this Permit shall be cause for denying such Drivers the privilege to come upon the Airport to do business providing transportation services. Permit Holder agrees to comply with the nondiscrimination requirements set forth in Attachment I, attached hereto and made a part hereof, to the extent these requirements apply to the Permit Holder as a matter of law.

NOTE: Failure to complete the permit renewal process prior to the due date of (SEPTEMBER 16, 2024) will result in a non-refundable late fee of \$50.00.

Complete the attached "Statement of Receipt, Acknowledgement and Understanding of the Ground Transportation Rules & Regulations".

The above named company, its representatives and the employees agree to operate within the guidelines of the Rules and Regulations at Jacksonville International Airport, Jacksonville, Florida, as established and adopted by the Jacksonville Aviation Authority Board on or as thereafter amended. As the authorized representative of the permitted ground transportation company listed below, I acknowledge that I have a responsibility to obtain the latest version of the Commercial Ground Transportation Rules and Regulations at Jacksonville International Airport. I certify that I have received a copy of the above referenced Commercial Ground Transportation Rules and Regulations and I understand it is the Permit Holder's responsibility to inform all current and future employees of these Rules and Regulations. Furthermore, as the authorized representative, I acknowledge that the below listed ground transportation company (Permit Holder) is responsible for the actions of its drivers, employees, affiliates, or any other person provided or attempting to provide ground transportation service.

I understand any violations of the Commercial Ground Transportation Rules and Regulations, or the contractual obligations contained in the agreement, may result in financial penalties and/or in the suspension and/or revocation of my company's operating privileges at Jacksonville International Airport.

Further, I understand it is my obligation to pay all fees, late fees, financial penalties, interest and security deposit requirements as required in the Commercial Ground Transportation Rules and Regulations. I acknowledge failure to fulfill financial obligations will result in the suspension of operating privileges for my company.

I certify that all information provided on this application is true and correct.

Company Name

Printed Name of Permit Holder

Signature of Permit Holder

Date

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date

MUST BE TYPED OR PRINTED

Instructions: Provide the following information for each vehicle to be used to provide service; please use additional pages as necessary.

Please notate wheelchair accessible (ADA) vehicles with an asterisk (*) in ADA Applicability column
JAA will complete the Decal column.

[illegible]

MUST BE TYPED OR PRINTED

Instructions: Provide the following information for each driver; please use additional pages as necessary.

Driver's Name	Driver License No.	Date of Issue	Expires

APPENDIX A
TITLE VI AND OTHER FAA REQUIRED PROVISIONS FOR OPERATORS:
(Operator must incorporate these provisions into all subconsultant / subcontractor agreements)

A. Title VI and Discrimination Federally Required Provisions:

1. **Civil Rights – 49 USC § 47123:** In all its activities within the scope of its airport program, the Operator agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in 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.
2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Operator, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices and facilities (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Jacksonville Aviation Authority (Authority or JAA) will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) withholding payments to the Operator under the contract until the Operator complies; and/or (ii) cancelling, terminating, or suspending a contract, in whole or in part.
3. **Title VI and Related Law Compliance:** The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award. During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Operator, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
 - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of

- 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
 - l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
4. **Incorporation of Provisions:** As a condition precedent to payment hereunder, Operator will: (i) include and provide Authority evidence of including the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Operator may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

B. Non-Title VI Federally Required Provisions:

1. **Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.:** All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Operator has full responsibility to monitor compliance to the above-referenced statute and regulation. Operator must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. Operator or subcontractor shall insert in any subcontracts this clause and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts.

2. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by Operator for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Operator of the Operator's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Operator will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Operator to the same extent Operator is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Operator's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Operator shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.
3. **Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Operator must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Operator retains full responsibility to monitor its compliance and its sub-Contractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Operator must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
4. **Information and Reports:** The Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Operator under the contract until the Operator complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Veteran's Preference:** In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
7. **Clean Air and Water Pollution Control:** To the extent applicable, Operator agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Operator agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Operator must include this requirement in all subcontracts that exceed \$150,000.00.

8. **Copeland “Anti-Kickback” Act:** Operator must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Operator and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Operator and each Subcontractor must submit to JAA, a weekly statement on the wages paid to each employee performing on covered work during the prior week.
9. **DAVIS-BACON Requirements:** To the extent applicable, Operator and its subcontractors will comply with all David-Bacon Act requirements, including without limitation the minimum wage requirement that all laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Operator and such laborers and mechanics.
10. **Certification of Offeror/Bidder Regarding Debarment:** By submitting a bid/proposal under this solicitation, Operator certifies that neither it nor its principals nor its subcontractors are presently debarred or suspended by any Federal department or agency from participation in this transaction.
11. **Texting When Driving and Video Surveillance and Telecommunication:** In accordance with Executive Order 13513 and DOT Order 3902.10, JAA encourages the Operator to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Operator must include the substance of this clause in all subcontractor contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project. Operator and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act.
12. **Safe Work Environment:** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
13. **Tax Delinquency And Felony Convictions:** By submitting a bid / proposal under this solicitation, Operator certifies that neither it nor its subcontractors has: (i) had any unpaid Federal tax liability assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (ii) not been convicted of a criminal violation under any Federal law within the preceding 24 months.
14. **Trade Restriction Certification:** By submitting a bid / proposal under this solicitation, Operator certifies that neither it nor its subcontractors: (i) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR); (ii) has knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and (iii) has entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR. Operator agrees that, if awarded a contract resulting from this solicitation, it will: (i) incorporate this provision for

certification without modification in all lower tier subcontracts; and (ii) provide immediate written notice to JAA if Operator learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Operator or its subcontractors knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through JAA cancellation of the contract or subcontract for default at no cost to JAA or FAA.

- 15. Buy American and Domestic Preference:** By submitting a bid / proposal under this solicitation, Operator certifies that, to the greatest extent practicable, it and its subcontractors have provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322. To the extent applicable, Operator certifies that: (i) its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list (Operator must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer; otherwise, JAA may reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA); and (ii) all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

APPENDIX “B”

MINIMUM INSURANCE REQUIREMENTS FOR VEHICLE FOR HIRE COMPANIES

14201 Pecan Park Road
Jacksonville, FL 32218
Phone: (904) 741-2043

APPENDIX “B”

MINIMUM INSURANCE REQUIREMENTS FOR COMMERCIAL VEHICLES

Automobile Liability Minimum Coverage for Each Vehicle:

\$125,000 Single Injury / Each Accident
\$250,000 Multi Injuries / Each Accident
\$50,000 Property Damage

OR

\$300,000 Combined Single Limit

CERTIFICATE HOLDER INFO:

The Jacksonville Aviation Authority (JAA), as Additional Insured

Jacksonville Aviation Authority
Attn: Business Development
14201 Pecan Park Road
Jacksonville Florida 32218

Email: COI@flyjax.com

CANCELLATION NOTICE:

30 Days

APPENDIX “C”

SCHEDULE OF COMMERCIAL GROUND TRANSPORTATION OPERATORS FEES AND CHARGES

BUSINESS PRACTICE: Ground Transportation Fees and Charges

DATE: July 26, 2023

REVISED DATE: October 1, 2023

STATEMENT OF POLICY:

To establish fees and charges for Commercial Ground Transportation Operators to comply with the guidelines established by the Airport Rules and Regulations at Jacksonville International Airport (JAX).

A. Permit Application:

	<u>Fee</u>
1. New or renewal permit.....	\$100.00
2. Late fee for renewal permit.....	\$50.00
3. Issuance of initial Proximity Card.....	\$20.00
4. Replacement, lost, damaged or stolen Proximity Card.....	\$20.00

B. Commercial Lane Fees:

1. On-Demand Transportation Per Trip Fee.....	\$4.00
2. Hotel/Motel Operators Per Trip Fee.....	\$4.00
3. Crew Transit Operators Per Trip Fee.....	\$4.00

C. Pre-Arranged Ground Transportation Facility:

1. Per Trip Fee.....	\$4.00
2. Time of Use Charge.....	No charge for 1 st hour
3. Time of Use Charge.....	\$1.00 for the next 30 minutes or any portion thereof
4. Time of Use Charge.....	\$5.00 for each successive 30 minutes or any portion thereof
5. Motor Coaches & Buses (18 pax and above)	\$20.00
6. Casual/Infrequent One Time Only Access	\$20.00

D. Meet/Greet Fees:

1. Welcome Kiosk Courtyard rental per company/per day.....	\$50.00
--	---------

E. Off-Airport Parking Operators.....10% per month of gross revenue

F. Off-Airport Car Rental Operators.....10% per month of gross revenue, with allowable exclusions

G. Transportation Network Companies Per Pick-Up Fee.....\$4.00

H. All above fees are non-refundable.

AUTHORITY AND

INTERPRETATION: The Business Development Department is responsible for the official interpretation of this practice. Questions regarding the application of this business practice should be directed to the Business Development Department. The Jacksonville Aviation Authority reserves the right to revise, amend, or modify this practice at any time with or without notice.

APPROVED:

Signature
Mark VanLoh
Chief Executive Officer

Date

APPENDIX “D”

STATEMENT OF GROSS REVENUES OFF-AIRPORT RENTAL CAR AND PARKING OPERATORS



**JACKSONVILLE AVIATION AUTHORITY
OFF-AIRPORT RENTAL CAR COMPANY
GROSS REVENUE MONTHLY REPORT**

COMPANY: _____

MONTH: _____

YEAR: _____

GROSS REVENUE OFF-AIRPORT RENTAL CAR: \$ _____ -

**LESS DEDUCTION FOR NON-AIRPORT USER (Attach Signed Non-Airport
User Forms & Detail Non-Airport Revenue Report)** \$ _____ -

TOTAL GROSS REVENUE: \$ _____ -

0.10

PRIVILEGE FEE DUE: \$ _____ -

DUE BY THE 15TH DAY OF THE MONTH FOLLOWING THE REPORT MONTH.

*See Section 9 of the Ground Transportation Rules & Regulation for the definition of Gross Revenues.

I do hereby certify that, as an authorized representative for the Off-Airport Rental Car Operator, the above receipts report is in accordance with the terms of the Ground Transportation Rules & Regulations, and is true and correct and reflects an accurate accounting of revenues and expenses for this reporting period.

**Authorized
Signature** _____

Printed Name _____

Title _____

Phone Number _____

Date _____

SEND THIS ORIGINAL REPORT WITH PAYMENT TO:

JACKSONVILLE AVIATION AUTHORITY

ATTN: FINANCE

14201 Pecan Park Road

Jacksonville, FL 32218

(O) 904-741-3579

concessionreporting@flyjacksonville.com



**JACKSONVILLE AVIATION AUTHORITY
OFF-AIRPORT RENTAL CAR COMPANY
NON-AIRPORT RENTERS**

RENTAL CAR COMPANY: _____

**I hereby certify that I did not deplane at Jacksonville International Airport
within 48 hours prior to renting the automobile described in this agreement.**

Signature: _____

Printed Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Dates: _____

ATTACH THIS NON-AIRPORT CAR RENTER FORM WITH MONTHLY REPORT



**JACKSONVILLE AVIATION AUTHORITY
OFF-AIRPORT PARKING COMPANY
GROSS REVENUE MONTHLY REPORT**

COMPANY: _____

MONTH: _____

YEAR: _____

GROSS REVENUE OFF-AIRPORT PARKING: \$ _____ -

**LESS DEDUCTION FOR NON-AIRPORT USER (Attach Signed Non-Airport
User Forms & Detail Non-Airport Revenue Report)** \$ _____ -

TOTAL GROSS REVENUE: \$ _____ -

0.10

PRIVILEGE FEE DUE: \$ _____ -

DUE BY THE 15TH DAY OF THE MONTH FOLLOWING THE REPORT MONTH.

*See Section 9 of the Ground Transportation Rules & Regulation for the definition of Gross Revenues.

I do hereby certify that, as an authorized representative for the Off-Airport Parking Operator, the above receipts report is in accordance with the terms of the Ground Transportation Rules & Regulations, and is true and correct and reflects an accurate accounting of revenues and expenses for this reporting period.

Authorized
Signature _____

Printed Name _____

Title _____

Phone Number _____

Date _____

SEND THIS ORIGINAL REPORT WITH PAYMENT TO:

JACKSONVILLE AVIATION AUTHORITY

ATTN: FINANCE

14201 Pecan Park Road

Jacksonville, FL 32218

(O) 904-741-3579

concessionreporting@flyjacksonville.com



**JACKSONVILLE AVIATION AUTHORITY
OFF-AIRPORT PARKING COMPANY
NON-AIRPORT PARKERS FOR VEHICLE STORAGE**

PARKING COMPANY: _____

I hereby certify that I did not use Jacksonville International Airport during the time period my vehicle was parked at this facility.

Signature: _____

Printed Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Dates: _____

ATTACH THIS NON-AIRPORT PARKING RENTER FORM WITH MONTHLY REPORT

APPENDIX “E”

SPECIAL MOVE PERMIT REQUEST

14201 Pecan Park Road, Jacksonville, FL 32218
Phone: (904) 741-2043

APPENDIX "E"

Special Move Permit Request

Please send the following information for a special move permit request at least 48 hours prior to your request.

Please email your request to kknighton@spplus.com

Cost: \$20 per pick up trip.

1. Company name: _____
Owners name: _____
2. Address: _____ City: _____
3. State: _____ ZIP: _____
4. Phone #: _____ Fax #: _____
5. Email: _____
6. Contact Person & Phone #: _____
7. Date of Pick up: _____
8. Time of Pick up: _____
9. Description of Vehicle: _____
10. License Tag number: _____
11. Airline & Flight #: _____
12. Group Name: _____

Please provide a copy of vehicle registration and a copy of your Liability Insurance certificate.

APPENDIX “F”

MEET AND GREET AREAS:
BAGGAGE CLAIM – MEET/GREET DESK
COURTYARD – WELCOME KIOSK



