



SFO Ground Transportation Unit
P.O. Box 8097, San Francisco, CA 94128
www.flysfo.com/gtu | 650.821.3600
gtu@flysfo.com



San Francisco International Airport

COMMERCIAL GROUND TRANSPORTATION ENTRY PACKAGE (TRANSPORTATION NETWORK COMPANY)

CITY AND COUNTY OF SAN FRANCISCO AIRPORT COMMISSION

Mayor Edwin Lee

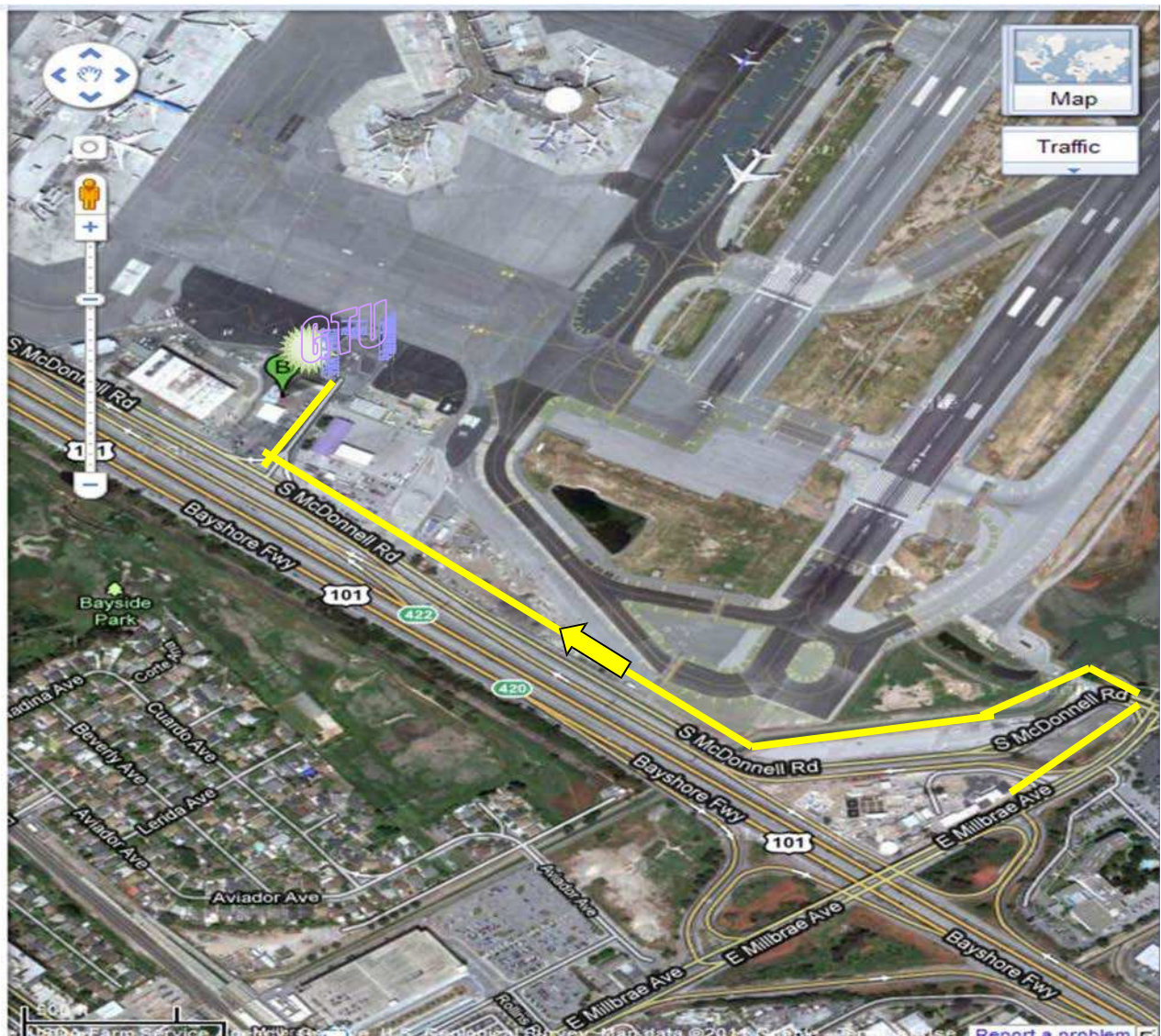
AIRPORT COMMISSION

*Hon. Larry Mazzola, President Hon.
Linda S. Crayton, Vice President Hon.
Eleanor Johns
Hon. Richard J. Guggenhime
Hon. Peter A. Stern*



DIRECTIONS TO GTU

Building 14, South Area Drive, San Francisco, CA 94128





SFO Ground Transportation Unit
P.O. Box 8097, San Francisco, CA 94128
www.flysfo.com/gtu | 650.821.3600
gtu@flysfo.com



San Francisco International Airport

TRANSPORTATION NETWORK COMPANY OPERATING PERMIT

Dear Applicant:

In response to your request, enclosed is San Francisco International Airport's Transportation Network Company (TNC) Operating Permit Pre-Operations Entry Package along with an Application.

You must complete and return all of the required documents prior to receiving authorization to conduct business on the Airport. Please use the enclosed Pre-Operations Checklist as a guide to providing all information requested and proper completion of all forms required.

Once your Permit Application has been approved, you will receive a copy of your Transportation Network Company Operating Permit signed by the Airport Director. Be advised that you will be responsible for training all of your drivers in observance of your Commercial Ground Transportation Operating Permit requirements and the Airport's Ground Transportation Rules and Regulations.

Please feel free to visit us online at <http://www.flysfo.com/gtu>, email me at derek.phipps@flysfo.com, or contact the Ground Transportation Unit at (650) 821-3600 for any questions you may have.

Very truly yours,

A blue ink signature of Derek Phipps, written over a circular stamp that partially overlaps the seal of the City and County of San Francisco.

Derek Phipps
Manager,
Ground Transportation Permit Processing Unit
Enclosures



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MANDATORY ORIENTATION

Visit <http://www.flysfo.com/gtu> for Days/Times

All new permit applicants must attend a Mandatory Orientation. The purpose of the orientation is to assist you in completing the permit application paperwork, reviewing all the required documents, discussing the Airport's Rules and Regulations and answering any questions.

The Mandatory Orientation is held in the Ground Transportation Unit (GTU) and lasts approximately one hour. There is no pre-registration required and it is free. Orientation is held every other Thursday at 10:00 A.M. You must register for the orientation. You can check out the calendar at <http://www.flysfo.com/gtu> to find the next orientation or simply call our office or email gtu@flysfo.com. Please bring the documents listed in the checklist to the Orientation for review and allow yourself adequate time to arrive before the start time of 10:00 am. If you are late, you will not be permitted to enter the orientation.

After attending Orientation, you will then be able to schedule an appointment to review your completed application in-person, by emailing gtu@flysfo.com or calling 650-821-3600. The GTU will not copy any of your documents, so make sure you provide copies. The approximate wait time for the Airport to review your permit is three (3) weeks. However in some instances, the Airport may need additional time to thoroughly evaluate the application. Once your submission has been processed, we will contact you to finalize your application. At that time, you will then be asked to submit your deposit fee.

All TNCs operating at SFO must have a current permit from the California Public Utilities Commission. All TNC vehicles must have a valid California DMV registration, and all TNC drivers must have a valid California driver's license.

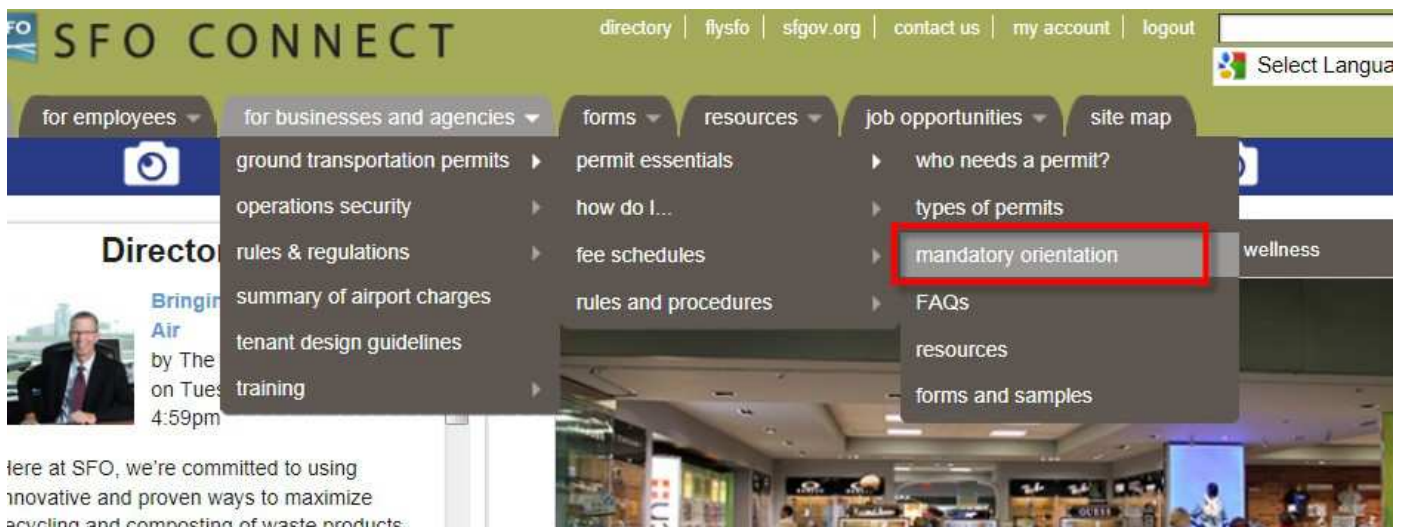


San Francisco International Airport
Ground Transportation Permit Processing Unit
Tel. No.: 650.821.3600 * Fax No.: 650.821.3606
www.flysfo.com/gtu

P.O. Box 8097
San Francisco, CA 94128
www.flysfo.com

MANDATORY ORIENTATION SCHEDULE FOR ALL NEW PERMIT APPLICANTS

Please go to SFO Connect GTU website and register for the orientation scheduling at <https://sfoconnect.com/>.





TRANSPORTATION NETWORK COMPANY PERMIT APPLICATION

1. Name of Permittee: _____
*(Person responsible or if incorporated then corporate name)**
2. Company Name: _____
(DBA-The Name on the CPUC-TCP letter)
3. Mailing Address: _____

4. Main Phone #: _____ Back Up Phone #: _____
5. **(Mandatory) Email Address:** _____ Fax #: _____

Do not submit Deposit payment until you have been notified by GTU staff that your contract has been approved.

* Unless the individual completing the TNC application is the CEO of the TNC, the person applying for the TNC permit must include a letter from the TNC's CEO on company letterhead stating that the individual completing the application is authorized to act on behalf of the TNC.

APPLICANT STATEMENT

I certify that I am legally authorized to sign on behalf of my firm and that any omissions and/or misstatements on this application may result in the immediate termination of my permit as issued by the Airport Director.

Signed: _____ Printed Name: _____

Title: _____ Date: _____ TCP #: _____



Permit Application Checklist

GTU Staff	Applicant	Explanation Section#	Documents to Submit
			Provide copies of all requested documents

- 1 Transportation Network Company Permit Application
- 2 CPUC Authorization
- 3 Corporations and Limited Liability Companies:
- 3a ____ Articles of Incorporation OR Articles of Organization
- 3b ____ Statement of Information
- 4 Insurance and SFO Endorsement
- 4a ____ Liability Insurance ACORD
- 4b ____ SFO Required endorsement
- 4c ____ Workers Compensation Certificate OR
- 4d ____ Signed Declaration of no employees
- 5 Contract: Two completed and signed contracts (ALL pages)
- 6 Monthly Credit Card Payment Application (OPTIONAL)
- 7 Color Trade Dress Photos - email to GTU@FLYSFO.com, type in subject field - "NEW APPLICANT PHOTOS - TCP#"
- 8 TNC Driver and Vehicle Certification Form
- 9 Deposit will be due when permit has been approved.



PERMIT APPLICATION SUBMISSION CHECKLIST EXPLANATION

You are required to submit a copy of each item requested on this checklist.

1. Transportation Network Company Permit Application

This application must be complete, signed by an authorized representative of the company, and include a letter from the TNC's CEO stating that the application signatory has the authority to enter into the permit agreement on behalf of the TNC.

2. California Public Utilities Commission (CPUC)

Transportation Charter Party (TCP)

If you wish to have a Transportation Network Company permit at the San Francisco International Airport (SFO), you must be licensed with the California Public Utilities Commission (CPUC) <http://www.cpuc.ca.gov/PUC/transportation/> and be granted a Transportation Charter Party certificate (TCP). The TCP allows you to transport passengers on a pre-arranged basis only.

The TCP certificate number is noted on the upper left side of the document and will list the class of authority:

- Class A – operates any points within state
- Class B – travels within 125 radius miles from home terminal
- Class P- 15 seats and under including driver

The TCP will be filed under your name if a sole proprietor, the partner's names if a partnership, a corporate name if a corporation, or members of a limited liability company. In some cases, the TCP may also include a DBA (Doing Business As). The TCP is valid for the duration set by the CPUC. The expiration date will be listed on the top of the document and in the last condition. The TCP must be active with the CPUC at all times. The TCP status can be verified on the CPUC web site: <http://www.cpuc.ca.gov/PUC/transportation/passengers/>



3. Corporations and Limited Liability Companies

All Corporations and Limited Liability Companies must be registered with and be active with the California Secretary of State.

<http://kepler.sos.ca.gov/list.html>

A. Articles of Incorporation (Corporations) or Articles of Organization – (Limited Liability Companies - LLC)

Each corporation must provide a copy of the articles of incorporation. Each limited liability company must provide a copy of the articles of organization.

B. Statement of Information – Corporations or LLCs

Submit a copy of the Statement of Information. A Statement of Information is filed with the Secretary of State every year listing the corporate officers or members.

4. Insurance and SFO Endorsement

California-based companies must provide insurance purchased through a broker licensed with the State of California. Check the producer license status with the California Department of Insurance:

<http://www.insurance.ca.gov/license-status>

All insurance provided to the San Francisco International Airport must have a rating of "A". Insurance company ratings can be found on the A. M. Best website in the Ratings and Analysis section:

<http://www.ambest.com>



A. Liability Insurance

SFO follows the insurance guidelines provided by the California Public Utilities Commission (CPUC). The Airport requires a certificate of insurance (usually ACORD) issued by the insured's broker or insurance company.

The Airport must be listed as additional insured on the certificate as follows:

***City and County, San Francisco
Airport Commission
P.O. Box 8097
San Francisco, CA 94128***

[Sample ACORD](#)

B. San Francisco International Airport Required Insurance Endorsement

This endorsement was written by the San Francisco International Airport and must accompany each automobile and general liability insurance certificate. The endorsement must be completed and signed by an authorized representative of the insurance company.

[Sample SFO Required Insurance Endorsement](#)

C & D. Worker's Compensation Insurance Waiver Declaration

Every company that has employees must provide a copy of the worker's compensation insurance certificate to the Airport. The Airport must be listed as certificate holder on the certificate:

***City and County, San Francisco
Airport Commission
P.O. Box 8097
San Francisco, CA 94128***

Worker's compensation insurance exemptions are as follows:

If a company is a corporation – all corporate officers filed with California Secretary of State are exempt from worker's compensation insurance

If a company is an LLC – all members filed with the California Secretary of State are exempt from worker's compensation insurance

If a partnership – all partners listed on TCP are exempt from worker's compensation insurance

If an individual – the spouse may drive the vehicle if filed as a driver with the California Public Utilities Commission.

Companies that do not have employees must sign and complete a Worker's Compensation Insurance Exemption Form annually.

[Sample Worker's Compensation Insurance Certificate Declaration Regarding California Workers' Compensation](#)

Additional insurance questions should be addressed to your insurance broker.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER Phone: (714) 505-2907 Fax: (714) 505-2909
MORENO & GRAHAM INSURANCE SERVICES, INC.
18062 IRVINE BOULEVARD SUITE 105
TUSTIN CA 92780

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS PROVIDING COVERAGE

NAIC #

INSURED

INSURER A: MONTEREY INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, ADD'L INSRD, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Rows include General Liability, Automobile Liability, Garage Liability, Excess/Umbrella Liability, Workers Compensation and Employers' Liability, and Other.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

SEE SUPPLEMENTAL CERTIFICATE INFORMATION
All vehicles vin# must be listed here or attached a fleet schedule.

CERTIFICATE HOLDER

CANCELLATION

AIRPORT COMMISSION
THE CITY AND COUNTY OF SAN FRANCISCO
P.O. BOX 8097
SAN FRANCISCO CA 94128

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Attention:

**SAN FRANCISCO INTERNATIONAL AIRPORT
REQUIRED INSURANCE ENDORSEMENT**

Notwithstanding any Inconsistent statement in the policy described in the certificate referenced herein or attached hereto, it is agreed as follows:

1. The City and County of San Francisco, the Airport Commission of the City and County of San Francisco and its members and all of their officers, employees and agents are hereby named as additional insured hereunder; but only with respect to liability arising out of the activities of the named insured.
2. The policy (ies) listed on this endorsement shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
3. Written notice of cancellation or of any limits reduction change in said policy shall be mailed to the Ground Transportation Permit Processing Unit, San Francisco International Airport, P.O. Box 8097, San Francisco, CA 94128, thirty (30) days in advance of the effective date thereof.
4. Insurance under the policy (ies) listed on this endorsement shall be primary insurance and no other insurance or self-insured retentions carried or held by the City and County of San Francisco shall be called upon to contribute to loss covered by insurance for the named insured.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy (ies) to which this endorsement applies.

NAMED INSURED: _____

ATTACHMENT FOR POLICY NUMBER(S): _____

DATE: _____

(Name of Insurance Company)

(Authorized Signature of Insurance Company)

(Typed/Print Name)

(Title/Telephone Number)



Declaration Regarding California Workers' Compensation

LEGAL OR DBA NAME: _____

TCP / PSC #: _____

You are required to complete this form because you have not filed a certificate regarding workers' compensation insurance with the San Francisco International Airport's Ground Transportation Unit (GTU). California law requires all employers to carry workers' compensation insurance, even if they have only one employee. If you are the sole owner and you have no employees, or if your business is an out of state corporation with no employees working in California, you may not be required to carry workers' compensation insurance. It is your responsibility to comply with the law. If you do not know whether you are required to carry workers' compensation insurance, find out by contacting the California Department of Industrial Relations ("DRE"). Information is also available on the DRE's website at <http://www.dir.ca.gov>. If you are subject to the Workers' Compensation Laws of California, you must promptly file a certificate of Workers' Compensation Insurance with the GTU. If you have a certificate of self-insurance from the DRE, you must file that certificate with the GTU. When completing this form, remember that the term "employee" includes clerical persons as well as any other persons employed by your company including drivers.

ACKNOWLEDGEMENT

_____(Initial) California Labor Code § 3700 requires employers to carry workers' compensation insurance or to obtain a certificate from the Director of Industrial Relations demonstrating that the employer is self-insured. California Labor Code § 3700.5 makes it a criminal offense for an employer to fail to secure compensation as required by the workers' compensation provisions of the Labor Code. Violation of Labor Code § 3700 is punishable by a fine of up to \$10,000 and/or imprisonment for up to one year.

_____(Initial) California Labor Code § 3710.1 provides that where an employer fails to provide compensation required under § 3700, the Director of the Department of Industrial Relations shall issue a stop order, prohibiting the employer from using employee labor until such time as the employer complies with the provisions of § 3700. Labor Code § 3710.2 makes it a criminal offense to disregard such stop orders.

_____(Initial) I acknowledge that if evidence is found that contradicts this declaration, the GTU will promptly notify all relevant state agencies to ensure full insurance compliance required by Workers' Compensation Laws of California and that my operating permit will be suspended and/or revoked.

DECLARATION REGARDING WORKERS' COMPENSATION COVERAGE

_____(Initial) I understand that California Labor Code §§ 2400 et seq requires employers to provide worker's compensation insurance coverage for any employees of my business. I hereby warrant that this business is exempt from the California Labor Code provisions regarding workers' compensation insurance because it has no employees.

_____(Initial) I agree to hold the City of San Francisco harmless for loss or liability which may arise from the failure of the above-mentioned business to comply with the laws of the State of California regarding workers' compensation insurance.

_____(Initial) If I hire employees in the future, I will immediately notify the GTU and provide a certified Workers' Compensation certificate.

CERTIFICATION

I (we) certify (or declare) under penalty of perjury that I (we) have read and understood the above stated requirements regarding Workers' Compensation and that I (we) am (are) in compliance. I (we) certify (or declare) that the forgoing is true and correct.

Date

Signature of Applicant

Print name of Applicant

Signature Owner, Officer, Director, or Partnership



5. Two Completed and Signed Original Contracts

Two contracts are provided in this packet. Applicants are required to complete, sign and submit two full contracts.

6. Monthly Credit Card Payment Application

For added convenience (which most of our tenants use), we offer a free service to charge your credit card (Visa or MasterCard) monthly for the monthly trip fees. If you are interested in this service, please fill out the form located within this packet or online at <http://www.flysfo.com/gtu>. This application can be submitted initially when turning in the application for a new permit or at a later date. You can be added to the credit card payment plan at any time.

[Monthly Credit Card Payment Application](#)

7. Color Photographs of Trade Dress

Submit color photographs of front, rear and sides of vehicle displaying the Transportation Network Company Trade Dress, along with a description of the Trade Dress location.

8. TNC Driver and Vehicle Certification Form

Consistent with the Decision of the CPUC issued on September 23, 2013, regarding TNCs, Permittee shall certify that the following safety criteria have been met:

- (i) Every TNC Driver has a valid California driver's license and valid personal automobile insurance meeting the minimum requirements for the State of California;
- (ii) Permittee has completed a DMV record check and criminal history check of each TNC Driver, consistent with the requirements in the Decision; and
- (iii) Permittee has completed the 19-point inspection described in the Decision for each TNC Vehicle.

(See form on following page.)



TNC Driver and Vehicle Certification

LEGAL OR DBA NAME: _____

TCP / PSC #: _____

DECLARATION REGARDING TRANSPORTATION NETWORK COMPANY SAFETY CRITERIA

_____(Initial) A TNC Driver is any individual who has been approved by this Transportation Network Company (TNC) to use his/her privately-owned vehicle to transport passengers whose rides are arranged through the TNC's online-enabled application.

_____(Initial) Every TNC Driver who will drive on Airport roadways under this TNC permit has a valid California driver's license and valid personal automobile insurance meeting the minimum requirements for the State of California.

_____(Initial) This TNC has completed a DMV record check and criminal history check of each TNC Driver, consistent with the requirements in the California Public Utilities Commission (CPUC) "Decision Adopting Rules and Regulations to Protect Public Safety While Allowing New Entrants to the Transportation Industry," dated September 23, 2013.

_____(Initial) This TNC has completed a 19-point inspection for each vehicle operated by a TNC Driver, consistent with the requirements in the California Public Utilities Commission (CPUC) "Decision Adopting Rules and Regulations to Protect Public Safety While Allowing New Entrants to the Transportation Industry," dated September 23, 2013.

CERTIFICATION

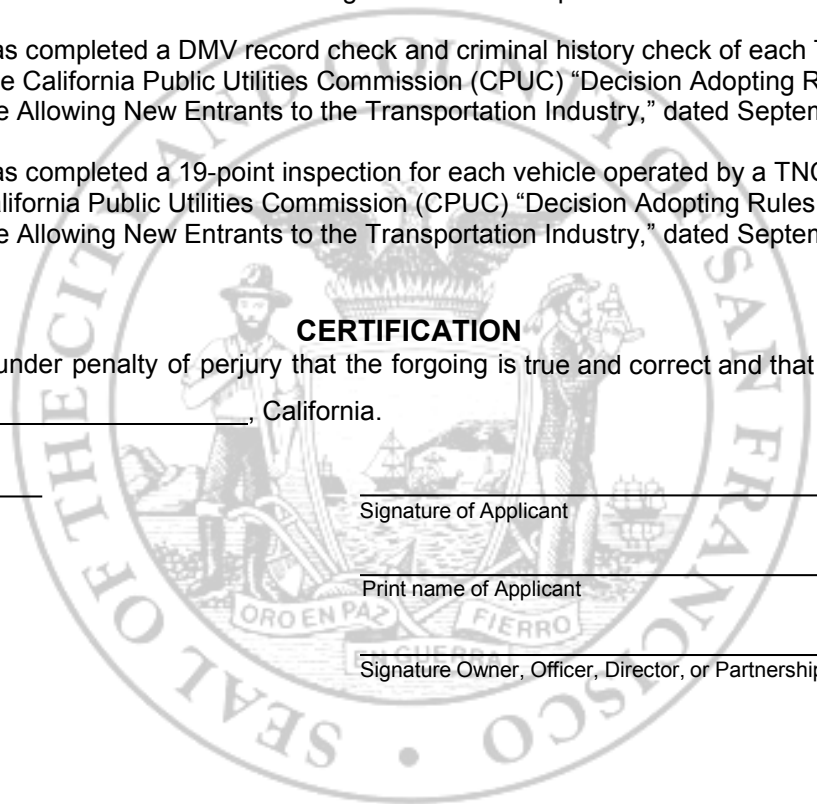
I (we) certify (or declare) under penalty of perjury that the forgoing is true and correct and that this document was executed in _____, California.

Date

Signature of Applicant

Print name of Applicant

Signature Owner, Officer, Director, or Partnership



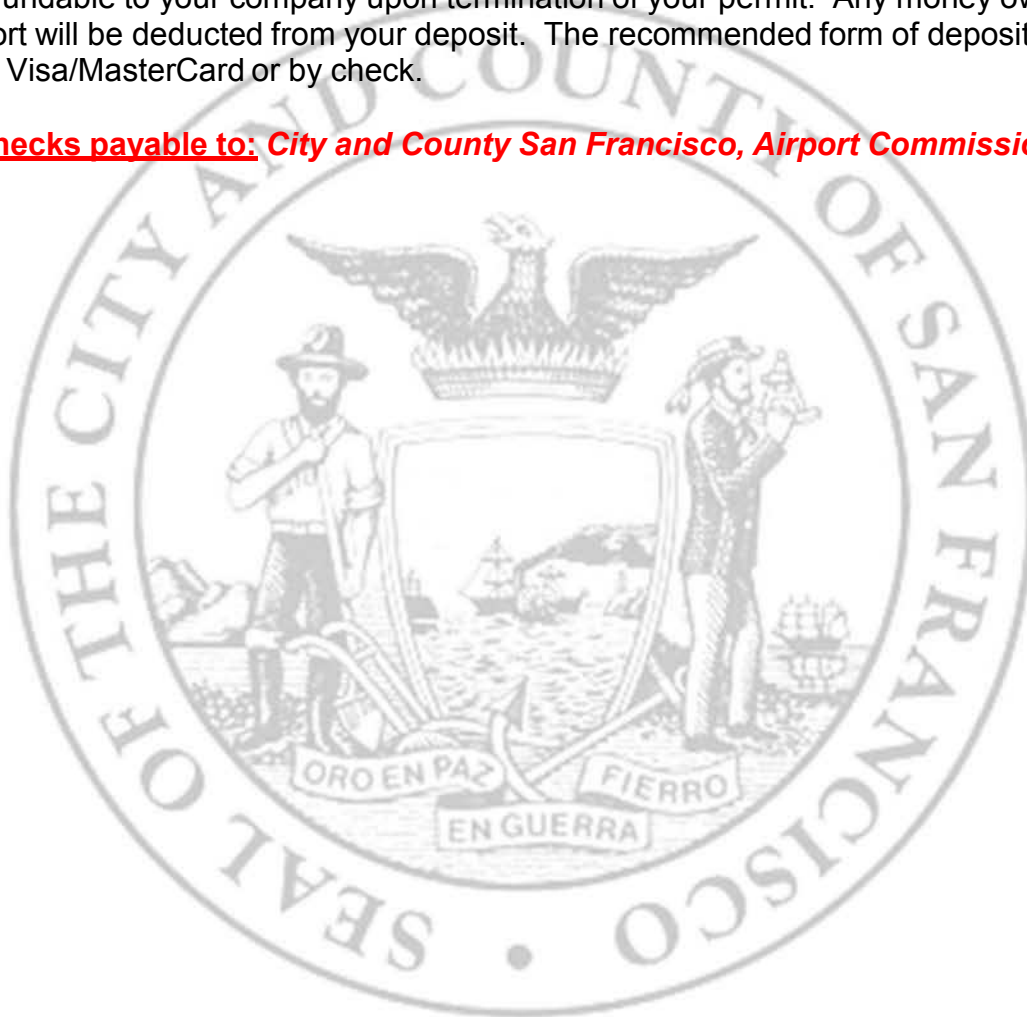


9. Deposits and Fees

Performance Deposit

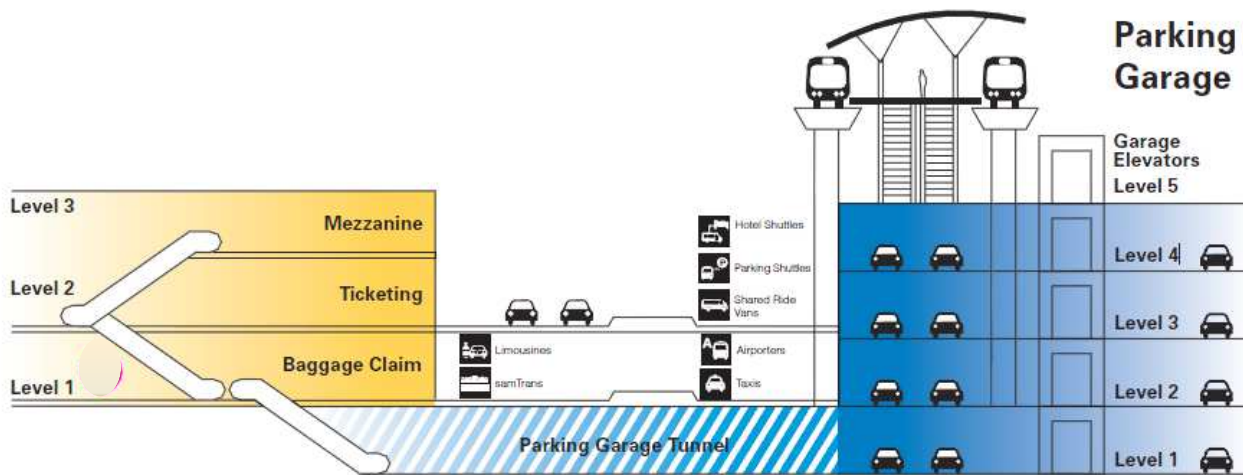
The Airport requires a security deposit to guarantee payment of monthly trip fees. The deposit is based on the equivalent of six months worth of trips. After six months, your deposit may be increased based on (1) the actual number of trips that your company made during that period or (2) continuous non-payment of monthly invoices. The deposit is refundable to your company upon termination of your permit. Any money owed to the Airport will be deducted from your deposit. The recommended form of deposit payment is by Visa/MasterCard or by check.

Make checks payable to: City and County San Francisco, Airport Commission



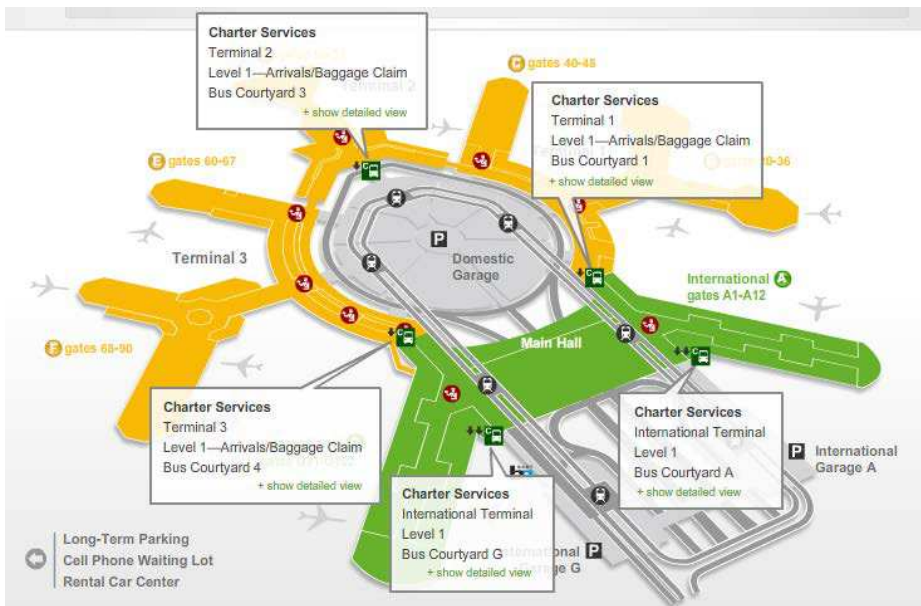
Ground Transportation

DOMESTIC TERMINALS 1, 2, 3



See Information Booths for Fares and Schedules

- Airporters - LEVEL 1
- Hotel Shuttles - LEVEL 2
- Use AirTrain via Parking Garage
- Limousines - LEVEL 1
- samTrans - LEVEL 1
- Parking Shuttles - LEVEL 2
- SFO Parking Shuttles - LEVEL 2
- Shared Ride Vans - LEVEL 2
- Taxis - LEVEL 1



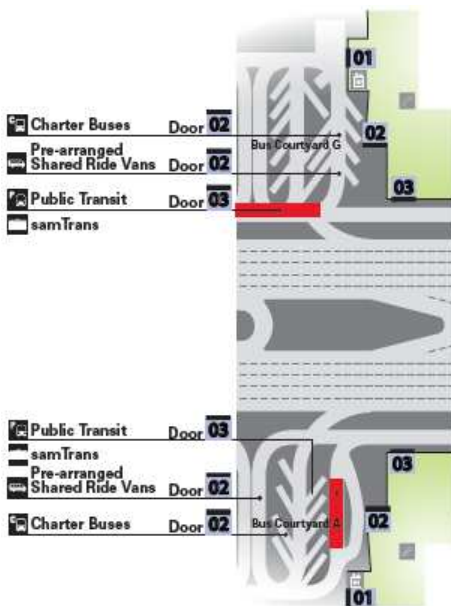
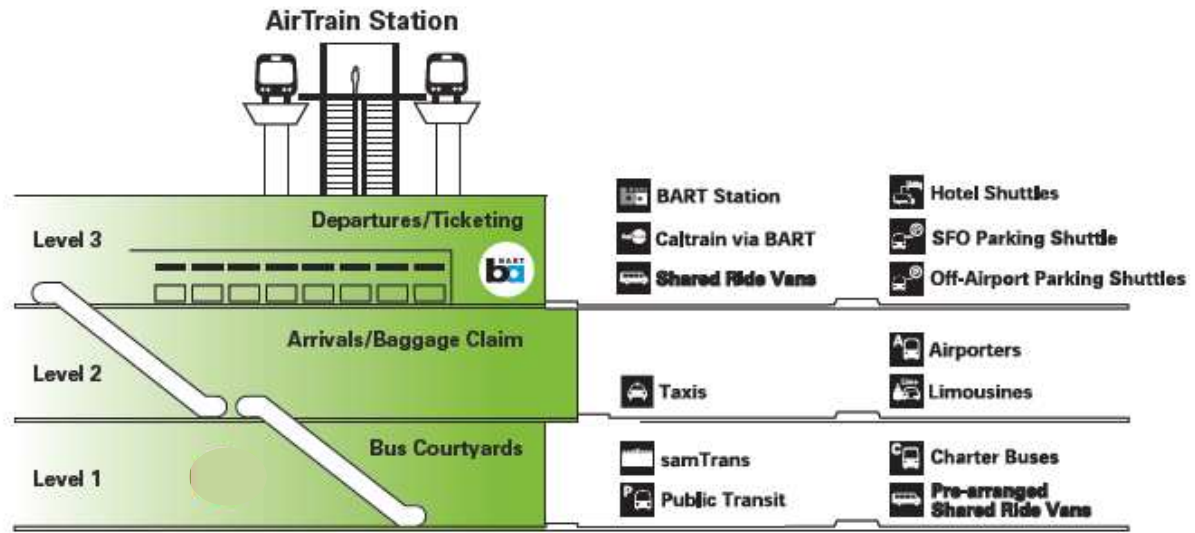
Domestic Terminals

All Domestic Flights

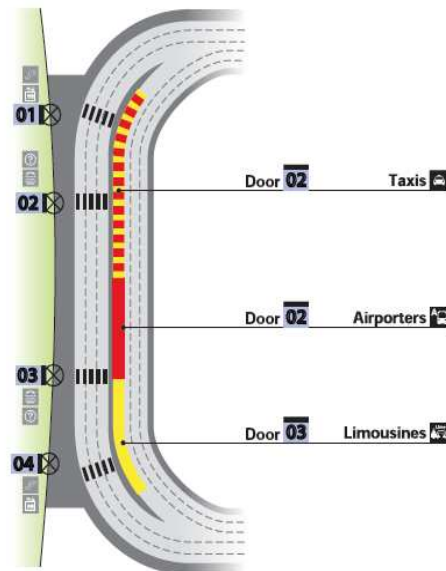
Terminal 1	Terminal 2	Terminal 3
AirTran Airways Alaska Delta Frontier Hawaiian Horizon Southwest US Airways	American Virgin America	Continental United United Express

Ground Transportation

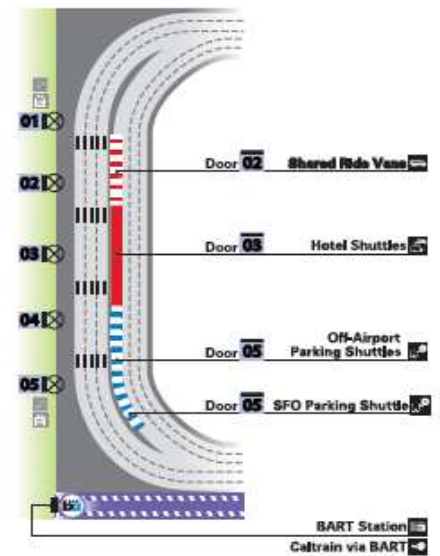
INTERNATIONAL TERMINAL



**Level 1:
Bus Courtyards**



**Level 2:
Arrivals/Baggage Claim**



**Level 3:
Departures/Ticketing**



International Terminal

All International Flights
(Except Alaska Airlines and Virgin America)

- Air Canada
- JetBlue
- SunCountry
- WestJet
- Medical Clinic



San Francisco International Airport
 Ground Transportation Permit Processing Unit
 P.O. Box 8097
 San Francisco, CA 94128
 Tel. No.: 650.821.3600
 Fax No.: 650.821.3606

Credit Card Authorization Form

(MasterCard/Visa/Discover)

TCP / PSC#: Permit#:

Company / DBA:

Billing Address: Address

City, State & Zip Code

Phone: (Area Code) Telephone Number

Email:

Monthly Trip Fees and/or One-Time Charge \$

I hereby authorize the San Francisco International Airport to charge my Credit Card.

Authorized Signature: Date:



Credit Card No:

CCV:
(last 3 digit verification numbers on back of card)

Expiration Date: MONTH/YEAR

Name on the Credit Card:

Please fax to 650-821-3607.

If you have any questions, please call the Ground Transportation Unit at 650-821-3600.

**TRANSPORTATION NETWORK COMPANY
COMMERCIAL GROUND TRANSPORTATION
NON-EXCLUSIVE OPERATING PERMIT
* PILOT PROGRAM ***

OF _____ [PERMITTEE]

dba: _____

AT SAN FRANCISCO INTERNATIONAL AIRPORT

PERMIT SUMMARY

For the convenience of Permittee and City (as such terms are defined below), this Permit Summary (this "Summary") summarizes certain terms of this Permit (as defined below). This Summary is not intended to be a detailed or complete description of the terms and conditions of this Permit, and reference must be made to the other Sections below for the particulars of this Permit. In the event of any inconsistency between the terms of this Summary and any other provision of this Permit, the provision of the Permit shall prevail. Capitalized terms used in the Permit and not defined elsewhere shall have the meanings provided in this Summary.

Reference Date: _____, 201__

[Date Permit signed by Permittee]

Permittee Name: _____

dba: _____

Notice Address: _____
(§ 12.1)

Attn: _____

Tel. No.: _____

Fax No.: _____

email: _____

City: The City and County of San Francisco, a Municipal Corporation, acting by and through its Airport Commission

City's Notice Address: San Francisco International Airport
(§ 12.1) Attn: Ground Transportation Permit Processing Unit
PO Box 8097
San Francisco, CA 94128-8097
Tel. No. (650) 821-3600
Fax No. (650) 821-3606

Designated Areas: Those drop-off areas designated from time to time by the Director for the Permitted Use. As of the date hereof, the areas so designated are described in *Exhibit A*.
(§ 1)

Permitted Use: To provide Charter Party ground transportation passenger service to airline passengers whose flights are departing from San Francisco International Airport ("SFO" or "Airport"). The Airport Director, at his discretion, may expand the permitted use to include providing service to passengers arriving at SFO.
(§ 3)

Commencement Date: The date on which the conditions precedent in Section 2. [Commencement Date] are satisfied.
(§ 2) Actual date: _____

Expiration Date This Permit shall expire at 11:59 p.m. on May 31, 2015. Permit renewal is at the sole discretion of the Director.
(§2.2)

Deposit Amount: _____ Dollars (\$ _____)
(§ 8) (subject to adjustment)

Other Agreements: None
(§ 9)

Exhibits: Exhibit A: Current Designated Areas for Passenger Drop-Off, as of the date of this Permit.

Such exhibit is hereby incorporated herein and made a part hereof.

Initials of Authorized Representative of City _____

Initials of Authorized Representative of Permittee _____

**TRANSPORTATION NETWORK COMPANY
COMMERCIAL GROUND TRANSPORTATION
NON-EXCLUSIVE OPERATING PERMIT
* PILOT PROGRAM ***

OF _____ **[PERMITTEE]**

dba: _____

AT SAN FRANCISCO INTERNATIONAL AIRPORT

THIS TRANSPORTATION NETWORK COMPANY (“TNC”) COMMERCIAL GROUND TRANSPORTATION NON-EXCLUSIVE OPERATING PERMIT – PILOT PROGRAM (“Permit”), dated as of the Reference Date, is entered into by and between Permittee, and the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission (“City”), which, in turn, acts by and through its Director. This Permit is made with reference to the following facts:

A. The City and County of San Francisco owns the San Francisco International Airport (“Airport”). The Airport is located in the County of San Mateo, State of California. The Airport Commission has charge of the management, operation, use and control of Airport property. The Airport Director (“Director”) is the chief executive officer of the Airport.

B. Under California Public Utilities Code §§ 21690.5-21690.10, the state Legislature has determined that the proper operation of the state’s publicly owned airports is essential to the welfare of the people of California; the operation of such airports is a governmental function to be discharged in the furtherance of the policy of securing the benefits of tourism and commerce for the state and its people; that such airports may grant, deny and/or limit concessions for services to the public; and that in managing its operations, publicly owned airports shall promote the development of commerce and tourism by: (1) securing a diversity of airport services, (2) avoiding wasteful duplication, (3) securing to the users of airports safe, courteous, and quality service, (4) limiting or prohibiting business competition which is destructive of the ends of promoting commerce and tourism in the state, (5) allocating limited airport resources to promote such ends, and (6) fostering California’s image as a commercial and tourist center.

C. On September 23, 2013, the California Public Utilities Commission (“CPUC”) issued its “Decision Adopting Rules and Regulations to Protect Public Safety While Allowing New Entrants to the Transportation Industry,” (“Decision”) which Decision includes, among other things, the following findings and orders:

1. A Transportation Network Company (“TNC”) is defined as an organization, whether a corporation, partnership, sole proprietor, or other form, operating in California that provides transportation services for compensation using an online-enabled application (app) or platform to connect passengers with drivers using their personal vehicles.

2. TNCs are Charter Party Carriers and must have a class P permit issued by the CPUC.
3. TNCs are not permitted to own vehicles used in their operations or to own their own fleets of vehicles.
4. Measures TNCs are required to use to ensure public safety include performing criminal background checks and California Department of Motor Vehicle checks on all drivers, and a 19-point vehicle inspection on all vehicles its drivers will use to perform TNC services.
5. TNCs must maintain commercial liability insurance providing at least \$1 million per incident coverage for incidents involving TNC drivers and vehicles engaged in TNC services.

D. Permittee desires to operate at the Airport, and Director has determined that such operations, on the terms and conditions of this Permit, would be desirable for the Airport for the duration of the Pilot Program.

E. Definitions. For purposes of this TNC Pilot Program, the following definitions shall apply:

1. Decision or CPUC Decision: The September 23, 2013 Decision by the CPUC regulating TNCs as charter party carriers. The Decision, as may be amended or supplemented while this Permit is in effect, is incorporated here by reference as if set forth in full.
2. Designated Trade Dress Location: The location on each TNC Vehicle where Permittee's Trade Dress, as described in the CPUC Decision, shall be located. The Designated Trade Dress Location shall be readily visible to the Airport's curbside enforcement team and must be approved by the Airport Director or his designee prior to Permittee commencing operations at the Airport.
3. Rules and Regulations: The Airport Rules and Regulations for, among other things, use of Airport roadways. The Airport Rules and Regulations, as may be amended or supplemented while this Permit is in effect, are incorporated here by reference as if set forth in full.
4. TNC Driver: An individual who has been approved by Permittee to use his/her privately-owned vehicle to transport passengers whose rides are arranged through the TNC's online-enabled application. For purposes of this Permit, the term "TNC Driver" applies at all times that a Permittee's driver is on Airport property by reason of the driver's relationship with the TNC Permittee, regardless of whether the TNC Vehicle is carrying a passenger.
5. TNC Permittee: The charter party carrier that has been issued a permit by the CPUC to operate in the State of California.
6. TNC Vehicle: The personal, privately-owned vehicle used by a TNC Driver, which vehicle has passed the 19-point safety inspection referenced in the CPUC Decision and is insured by the vehicle's owner and covered by the TNCs commercial liability insurance policy.

Accordingly, Permittee and City agree as follows:

1. PERMIT

1.1. Permittee's Right to Use Designated Areas. City, acting by and through Director, grants to Permittee a revocable, personal privilege to use, in common with others so authorized, the Designated Areas to provide the Permitted Use, subject to the terms and conditions hereinafter set forth. As described below, this Permit may be revoked by Director at any time, without cause. This Permit gives Permittee a license only. Nothing in this Permit shall be construed as granting or creating any franchise rights pursuant to any federal, state or local laws. Permittee's rights to use the Designated Areas shall be on a non-exclusive basis. Consistent with the terms of the CPUC Decision, the Permittee shall perform all driver background checks and vehicle safety checks required by the Decision and all TNC Drivers identified by Permittee to the Airport shall be permitted to operate under Permittee's permit, unless otherwise stated herein.

1.2. Rights of Ingress and Egress. Permittee shall have the non-exclusive rights of ingress and egress across Airport property to conduct its permitted operations hereunder provided that such ingress and egress activity: (a) shall not impede or interfere with the operation of Airport by City or the use of the Airport by its tenants, passengers, or employees; (b) shall be subject to Airport Rules and Regulations, as amended from time to time ("Airport Rules"), including those pertaining to badge, permitting, and other security requirements, and the requirements of this Permit; (c) shall be on roadways, and other areas designed by Director from time to time; and (d) may be suspended or revoked by Director in the event of an emergency or threat to the Airport.

1.3. Changes to Airport. Permittee acknowledges and agrees that: (a) City shall have the right at all times to change, alter, expand, and contract the Airport, including the terminals, roadways, and designated pick-up, drop-off, and staging areas; (b) City has made no representations, warranties, or covenants to Permittee regarding Airport design, construction, or the conditions for passenger or automobile traffic. Without limiting the generality of the preceding clauses of this paragraph, Permittee acknowledges and agrees that the Airport (i) is currently undergoing, and may from time to time hereafter undergo, renovation, construction, and other Airport modifications; and (ii) may from time to time adopt rules and regulations relating to security and other operational concerns that may affect Permittee's business.

1.4. "As-Is" Condition. Permittee accepts the Designated Areas in their present condition and "as-is," without representation or warranty of any kind, and subject to all applicable Laws (as defined below). City shall have no obligation to alter, renovate, or otherwise change the Designated Areas. City shall have no obligation to provide utility services to the Designated Areas.

1.5. Changes to Decision and/or Law. Permittee understands and agrees that the CPUC may modify the Decision from time-to-time, and/or a local, state or federal statute or regulations may be enacted that affect the requirements for TNC operation in the State of California. The terms of this Permit shall be modified to be consistent with all such Decision modifications and/or local, state and federal regulations and statutes, and all such Permit modifications shall be self-executing. For example, in the event the insurance requirements for individual drivers and/or TNCs are modified, all such modifications shall be incorporated into this Permit upon the effective date contained in the Decision modification and/or the local, state and federal regulations or statute.

2. COMMENCEMENT DATE; REVOCATION

2.1. Commencement Date. This Permit shall be effective, and the “Commencement Date” shall be deemed to occur, on the date on which all of the following conditions precedent are satisfied, in Director’s sole discretion:

- (a) Director shall have received certificates evidencing that Permittee has obtained all insurance required by this Permit.
- (b) Director shall have received the Deposit (as defined in Section 8 below), in the amount determined by Director.
- (c) Permittee shall have instructed each TNC Driver regarding the terms of this Permit, including, but not limited to the requirement that TNC Drivers shall comply with Airport Rules and Regulations, which Rules and Regulations shall be made available by Permittee to its TNC Drivers.
- (d) Permittee shall have filed with the Airport, and obtained the Director’s approval of, Permittee’s Charter Party Certificate for operation as a TNC currently authorized by the CPUC and complied with the vehicle and driver identification requirements set forth in Section 3.3 of this Permit. To the extent the Director shall have conditioned his or her approval of these items, such conditions shall be incorporated herein and Permittee shall abide by such conditions.
- (e) Permittee shall have filed with the Director all items listed in the Transportation Requirements described in Section 3.3 of this Permit.
- (f) Director shall have received two (2) duplicate originals of this Permit, fully-executed by Permittee and City.

2.2. Permit Term. This Permit shall remain in effect until 11:59 p.m., on May 31, 2015. Permit renewal is at the sole discretion of the Director. In no event shall a permit be renewed unless and until all fees owing to the Airport by the Permittee and its TNC Drivers have been paid in full.

2.3 Revocation; Termination. This Permit may be revoked or mutually terminated as follows:

- (a) This Permit is revocable at any time, in the sole and absolute discretion of Director. Such revocation shall be accomplished by giving thirty (30) days’ prior notice to Permittee. Notwithstanding the foregoing, Director may also terminate the Permit upon the occurrence of an Event of Default (as defined below) without such 30-day notice.
- (b) Permittee may terminate this Permit by giving thirty (30) days’ prior notice to Director.

3. USE

3.1. Permitted Use. Permittee may use the Designated Areas only for the Permitted Use, and shall not conduct any activity or operations on the Airport not specifically included within the Permitted Use.

3.2. No Exclusivity. Permittee acknowledges and agrees that Permittee has no exclusive right to conduct the business described herein and that Director may arrange with others for similar activities at the Airport.

3.3. Transportation Requirements. In conducting its operations consisting solely of the Permitted Use, without limiting the generality of other provisions of this Permit, Permittee shall strictly

comply with the following transportation requirements as amended from time to time by Director:

(a) TNC Driver and Vehicle Certification.

Upon issuance of this Permit, Permittee shall certify in a form determined by the Airport that the following safety criteria have been met: (i) every TNC Driver has a valid California driver's license and valid personal automobile insurance meeting the minimum requirements for the State of California; (ii) Permittee has completed a DMV record check and criminal history check of each TNC Driver, consistent with the requirements in the Decision; and (iii) Permittee has completed the 19-point inspection described in the Decision for each TNC Vehicle.

(b) TNC Driver List.

Upon issuance of this Permit, Permittee shall provide the Airport with a list of all TNC Drivers authorized by Permittee to operate under Permittee's TNC permit, including the following information: (i) name of TNC Driver, (ii) California Driver License number, and (iii) the make, model, year and license plate number of the TNC Vehicle driven by the TNC Driver. The TNC Driver list shall be provided electronically, in a form approved by the Director or his designee, and shall be updated on an ongoing basis to include all currently authorized TNC Drivers. In the event that a TNC Driver is removed from Permittee's list of drivers authorized to operate at the Airport under this Permit, Permittee shall immediately remove that individual from the TNC Driver List and shall contemporaneously provide the Airport with an updated list. A TNC Driver and TNC Vehicle must be current on the TNC Driver list when operating at the Airport.

(c) Tracking TNC Vehicles on Airport Roadways.

Prior to engaging in operations at the Airport and at Permittee's sole expense, Permittee shall provide the Airport with access to real-time and historical data about Permittee's TNC Vehicles when on Airport property, regardless of whether the TNC Vehicle is carrying a passenger. This data shall include but need not be limited to access to a real-time list of Permittee's TNC Vehicles on Airport property and access to historical data for Permittee's operations on Airport property. Access shall be provided in an agreed-upon electronic format and shall include for each TNC Vehicle the license plate number and the entry and exit times from Airport property.

(d) Trade Dress, Removable Airport Permit Identifier, and Decal.

Any TNC Vehicle on Airport property shall at all times display: (i) Trade Dress; (ii) an Airport Permit Placard; and (iii) an SFO TNC Decal. Failure of a TNC Vehicle to have all three of these TNC indicators shall be deemed a violation of this Permit.

(i) Trade Dress. Permittee shall provide the Airport with a photograph of Permittee's Trade Dress, along with a description of the Designated Trade Dress Location, which location must be approved by the Airport Director or his designee before Permittee commences operations at the Airport. While operating on Airport roadways, whether or not carrying a passenger, every TNC Vehicle operating under Permittee's permit shall display Permittee's Trade Dress in the Designated Trade Dress Location.

(ii) Placard. The Airport shall provide the Permittee with an Airport Permit Placard for each of Permittee's TNC Vehicles. The Permittee shall assign one Placard for each of its TNC Vehicles. The Permittee shall indicate the assigned TNC Vehicle on each Placard by inscribing with permanent marker the license plate number for that TNC Vehicle on the Placard. Each TNC Vehicle shall display the Placard on its dashboard. While operating on Airport roadways, whether or not carrying a passenger, every TNC Vehicle operating under Permittee's permit shall display Permittee's Placard on its dashboard.

(iii) Decal. The Airport shall provide the Permittee with an SFO TNC Decal for each of Permittee's TNC Vehicles. Each TNC Vehicle shall affix the Decal on the passenger-side, bottom corner of the front windshield. While operating on Airport roadways, whether or not carrying a passenger, every TNC Vehicle operating under Permittee's permit shall display the SFO TNC Decal on its windshield.

(iv) Removal. In the event that a TNC Vehicle is removed from Permittee's list of vehicles authorized to operate at the Airport under this Permit, Permittee shall be responsible for the permanent removal of that vehicle's Trade Dress, Placard, and Decal. Permittee must destroy the Placard and Decal for that vehicle.

(e) Pilot Program Limited to Drop-Off Only.

Permittee's operations are strictly limited to passenger drop-off. No TNC Driver may pick up any passenger on the Airport premises at any time. TNC drivers must immediately exit the Airport premises after dropping off passengers. Permittee shall effect this prohibition as necessary through its application technology, such as by blocking out Airport property as a location available for pick-up or taking other steps as necessary to inform its drivers and customers of the prohibition. The Airport Director, in his sole discretion, may elect to expand TNC operations during the Pilot Program to include both drop-off and pick-up operations. In that event, the Airport Director shall notify Permittee in writing of his election to expand TNC operations and shall designate pick-up locations. Permittee shall be prohibited from picking up passengers in any location other than those specified by the Director.

(f) Electronic Waybills.

TNC Drivers must be prepared to present an electronic waybill to any law enforcement officer or representative of the City upon request. The electronic waybill must comply with the CPUC Decision and shall include a photograph of the TNC Driver, a photograph of the TNC Vehicle, including the vehicle license plate number, and information regarding the pick-up location of the most recent passenger.

(g) TNC Driver Training.

Permittee shall be responsible for ensuring that TNC Drivers use the Designated Areas approved by the Director for passenger drop-off and that TNC Drivers comply with the provisions of this Permit and the Airport's Rules and Regulations. In addition, prior to engaging in operations under this Permit, Permittee shall attend an orientation training at an Airport location determined by the Director or his designee, and shall convey the substance of the training to each TNC Driver before each such driver operates on Airport roadways. Permittee shall make its training available to the Airport upon request.

3.4. Advertising and Promotions Prohibited. Neither Permittee nor any TNC Driver shall conduct any advertising or promotional activities on the Airport. Without limiting the generality of the preceding sentence, this prohibition includes: (a) posting any rates or transportation fares; (b) any advertising of cigarette or tobacco products, including electronic cigarettes; and/or (c) vehicle wrapping or other method of using the exterior of a TNC Vehicle to advertise or promote goods or services. Excluded from this section is Permittee's trade dress.

3.5. General Prohibited Activities. TNC Permittee and TNC Drivers shall, at all times, comply with the Airport's Rules and Regulations. In the event the administrative fines set forth in the existing Rules and Regulations do not specifically address TNC Permittees and/or TNC Drivers, the fees related to conduct of limousine drivers and/or limousine permittees shall apply. Without limiting any other provision of this Permit, Permittee and TNC Drivers shall not, without the prior written consent of Director:

- (a) cause or permit anything to be done, in or about the Designated Areas, or bring or keep anything thereon which might (i) increase in any way the rate of fire insurance on the Airport; (ii) create a nuisance; (iii) in any way obstruct or interfere with the rights of others on the Airport or injure or annoy them;
- (b) commit or suffer to be committed any waste upon the Designated Areas;
- (c) use, or allow the Designated Areas to be used, for any improper, immoral, unlawful or objectionable purpose;
- (d) place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within, or adjacent to the Terminal Building Complex or the roadways;
- (e) do or permit to be done anything in any way tending to injure the reputation of City or appearance of the Airport; or
- (f) violate any applicable Airport Rules and Regulations.

3.6. Other Prohibited Activities. Without limiting the generality of other provisions of this Permit, the following activities are prohibited by Permittee, TNC Drivers, TNC's employees or independent contractors:

- (a) Operation of a TNC Vehicle on Airport roadways by an unauthorized driver;
- (b) Transporting a TNC passenger in an unauthorized vehicle;
- (c) Picking up or discharging passengers or their baggage at any terminal level or location other than the Designated Areas;
- (d) Leaving a vehicle unattended;
- (e) Failing to maintain the interior and exterior of TNC Vehicles in a clean condition;
- (f) Littering on the Airport premises;
- (g) Failing to provide information or providing false information to law enforcement or Airport personnel;
- (h) Operating a TNC Vehicle without the Trade Dress, Placard, and Decal as provided in Section 3.3(d), above;

- (i) Soliciting passengers on Airport property;
- (j) Recirculating anywhere on Airport roadways;
- (k) Using or possessing any alcoholic beverage, or dangerous drugs or narcotic while on Airport roadways;
- (l) Failing to operate a TNC Vehicle in a safe manner as required by the California Vehicle Code;
- (m) Failing to comply with posted speed limits and traffic control signs;
- (n) Using profane or vulgar language in the presence of any member of the public;
- (o) Soliciting for or on behalf of any hotel, motel, club, nightclub or other business;
- (p) Soliciting of any activity prohibited by the California Penal Code;
- (q) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment as defined in the California Vehicle Code and the California Bureau of Automotive Repair;
- (r) Disconnecting any pollution control equipment;
- (s) Double parking on Airport roadways;
- (t) Operating a vehicle without CPUC certification or at any time during which Permittee's CPUC authority is suspended or revoked; and
- (u) Engaging in any criminal activity.

3.7. Inspections; Audit of Operations. At any time, City may conduct an inspection or audit of Permittee's operations at the Airport to confirm that such operations comply with the requirements set forth in this Permit. Permittee shall cooperate with such inspection and/or audit. In the event an inspection or audit shows that Permittee is not complying with the requirements of this Permit, without limiting City's ability to determine a default under this Permit, City may require that Permittee reimburse City for the costs of such inspection and/or audit. Permittee shall promptly remedy any noncompliance shown in any such inspection and/or audit.

3.8. Representative of Permittee. Permittee shall provide Airport with name, address, telephone and email address for at least one qualified representative authorized to represent and act for it in matters pertaining to its operation, and shall keep Director informed in writing of the identity of each such person.

4. PERMIT FEES, REPORTING, AND RECORD KEEPING

4.1. Defined Terms. For the purposes of this Section 4, the following capitalized terms shall have the following meanings:

- (a) "Trip" means each instance in which one of Permittee's vehicles drops-off a passenger. In the event that the Director allows pick-ups at any time while this Permit is in effect, then "Trip" means each instance in which one of Permittee's vehicles drops-off or picks-up. For example, if a TNC Vehicle drops-off a customer and then picks-up another customer without leaving Airport property, that would equal two trips.

(b) "Per Trip Fee" shall be \$3.75 for each drop-off through June 30, 2014. Effective July 1, 2014, the Per Trip Fee shall be \$3.85 for each drop-off. In the event the Airport Director elects to authorize Permittee to pick-up passengers, Permittee shall pay a separate Per Trip Fee for each pick-up.

(c) "Monthly Permit Fee" means the product of (a) the number of Trips conducted by Permittee's TNC Vehicles in one calendar month and (b) the Per Trip Fee then in effect.

4.2 Monthly Permit Fee.

(a) The Permittee shall pay to the Airport a Monthly Trip Fee. The Monthly Trip Fee is due in full, and received by the Airport, within fifteen calendar days of the close of any calendar month.

(b) The Monthly Permit Fee may be paid by ACH or wire transfer, check, or credit card.

(c) The Monthly Permit Fee shall be accompanied by a full reporting of the Permittee's Airport operations for the payment period, as provided in Section 4.3 below.

(d) All amounts due under this Permit, including Monthly Permit Fee, shall be paid in lawful money of the United States, free from all claims, demands, setoffs, or counterclaims of any kind. Any amounts due under this Permit, including the Monthly Permit Fee, not paid when due shall be subject to a service charge equal to the lesser of the rate of one and one-half percent (1½%) per month, and the maximum rate permitted by law. Acceptance of any service charge shall not constitute a waiver of Permittee's default on the overdue amount or prevent City from exercising any of the other rights and remedies available to City.

4.3. Monthly Report. Within fifteen calendar days of the close of any calendar month while this Permit is in effect, Permittee shall submit to the City its operations report for the previous calendar month (the "Monthly Report"). The Monthly Report shall be in an agreed-upon electronic format and shall include for each date of operations and for each Trip: (a) license plate number of the TNC Vehicle and (b) time of entry into and exit from Airport property. The Monthly Report shall also include the total number of Trips for the reporting period.

4.4. Books and Records.

(a) Audit and Inspection of Records: Permittee agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its operations under this Permit. Permittee will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, records or personnel/drivers and other data related to all other matters covered by this Permit. Permittee shall maintain such data and records in an accessible location and condition for a period of not less than five years from the expiration of the Permit or the last date of operations at the Airport, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Permit shall have the same rights conferred upon City by this Section. Permittee agrees to maintain all books, records, accounts and reports required under this Permit for a period of not less than five years after the later of: (i) the date of termination or expiration of this Permit, except in the event of litigation or settlement of claims arising from the performance of this Permit, in which case Company agrees to maintain same until the City has disposed of all such litigation, appeals, claims or exceptions related thereto.

(b) Reports: The Airport reserves the right to request any and all reports deemed necessary from the Permittee in the performance and auditing of this Permit at no cost to the Airport. These reports, which may include Permittee's gross revenues generated from its Airport operations, must be submitted within two (2) weeks from the date the request was made unless instructed otherwise in writing from the Airport. Failure to submit reports on a timely basis may be considered a material breach of the Permit and grounds for termination.

(c) Other Data. Permittee shall also maintain internal or third party information system reviews, audits, or specialized testing performed for three years (current fiscal year plus two preceding fiscal years). (e.g., Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization, from the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA)) and make such data available to the City upon request. Failure to provide complete and accurate reports on a timely basis may be considered a material breach of the Permit and subject to any remedies in law or equity including the termination of the Permit at the sole discretion of the Airport Director. The specific reports and format required may be amended from time to time upon express approval of the City.

(d) Should any examination, inspection, and audit of Permittee's books and records by City disclose an underpayment by Permittee of the consideration due, Permittee shall promptly pay City the amount of such underpayment. If such underpayment exceeds five percent (5%) of the consideration due, Permittee shall reimburse City for all costs incurred in the conduct of such examination, inspection, and audit. Without limiting the generality of Section 12.11, in the event that City deems it necessary to use the service of legal counsel in connection with collecting the reimbursement for such examination, inspection, and audit, then Permittee shall reimburse City for reasonable attorney's fees and litigation expenses as part of the aforementioned costs incurred.

5. ASSIGNMENT

5.1. No Assignment. Permittee shall not assign, encumber, or otherwise transfer, whether voluntary or involuntary or by operation of law, this Permit, or any right hereunder, without Director's prior written consent, which consent may be granted or denied in Director's sole and absolute discretion (the term "**Transfer**" shall mean any such assignment, encumbrance, or transfer). Director's consent to one Transfer shall not be deemed a consent to subsequent Transfers. Any Transfer made without Director's consent shall constitute a default hereunder and shall be voidable at Director's election.

5.2. Changes in Permittee. The merger of Permittee with any other entity or the transfer of any controlling ownership interest in Permittee, or the assignment or transfer of a substantial portion of the assets of Permittee shall constitute a Transfer. Without limiting the generality of the foregoing, if Permittee is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law of the partner or partners owning fifty-one percent (51%) or more of the partnership, or the dissolution of the partnership, or the sale or transfer of at least fifty-one percent (51%) of the value of the assets of the partnership, shall be deemed a Transfer. If Permittee is a corporation or limited liability company, any dissolution, merger, consolidation or other reorganization of Permittee, or the sale or other transfer of a controlling percentage of the capital stock or membership interests of Permittee, or the sale or transfer of at least fifty-one percent (51%) of the value of the assets of Permittee, shall be deemed a Transfer. The phrase

“controlling percentage” means the ownership of, and the right to vote, stock or interests possessing at least fifty-one percent (51%) of the total combined voting power of all classes of Permittee’s capital stock or interests issued, outstanding and entitled to vote for the election of directors. Without limiting the restrictions on asset transfers, this paragraph shall not apply to stock or limited liability company interest transfers of corporations or limited liability companies the stock or interests of which is traded through an exchange or over the counter.

5.3. No Release. In no event will Director’s consent to a Transfer be deemed to be a release of Permittee as primary obligor hereunder.

6. COMPLIANCE WITH LAWS

At all times, Permittee shall cause its use of the Airport and its operations under this Permit to comply with all applicable federal, state and local laws, ordinances, rules, regulations, and directives, as may be amended from time to time, whether foreseen or unforeseen, ordinary or extraordinary, including but not limited to those relating to (a) health and safety, especially those pertaining to public safety such as safe driving practices, such as seat belts, child seats, and drug testing; (b) disabled access, including the Americans with Disabilities Act, 42 U.S.C. Sections 12101, *et seq.*, and Title 24 of the California Code of Regulations; (c) hazardous materials (see Section 10 below); and (d) transportation. Permittee shall comply with the Airport Rules and Regulations and any applicable directives, meaning Airport Operating Bulletins of the Director, and all oral and/or written instructions given to Permittee by the Airport through Landside Operations or designated City representative. The City, the Airport Commission, its members, officers, agents, and employees of each of them, and their successors and assigns, shall have no liability and Permittee waives any liability for any diminution or deprivation of Permittee’s rights by its compliance with this Section 6.

7. WAIVER; INDEMNITY; INSURANCE

7.1. Waiver. Permittee covenants and agrees that City shall not at any time to any extent whatsoever be liable, responsible or in any way accountable for, and Permittee waives and releases any claim (including any claim for contractual or implied indemnity) against City, for Losses which (a) at any time after the Reference Date may be suffered or sustained by Permittee or any TNC Driver arising out of Permittee’s operations, or (b) are caused in whole or in part by any act or omission (whether negligent, non-negligent or otherwise) of Permittee or any Permittee Entity or TNC Driver, whether or not such Losses shall be caused in part by any act, omission or negligence of any City Entity, except if caused solely by the gross negligence or willful misconduct of City.

7.2. Indemnity. In addition to, and not in limitation of the foregoing, Permittee shall indemnify, and save harmless City and its officers, agents and employees, and, if requested, shall defend them from and against any and all Losses caused in whole or in part by (a) any act or omission of Permittee or any Permittee Entity or Permittee Driver, (b) Permittee’s operations at the Airport, or (c) any default by Permittee or any Permittee Entity or Permittee Driver in the observance or performance of any of the terms, covenants, or conditions of this Permit, whether or not any such Losses shall be caused in part by any act, omission or negligence of City or any City Entity, except if caused solely by the gross negligence or willful misconduct of City.

7.3. Losses. For purposes hereof “Losses” shall mean any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorneys’ fees, investigation costs, remediation costs, and court costs), of any kind or nature.

7.4. Notice. Without limiting the foregoing waiver and indemnity, each party hereto shall give to the other prompt and timely written notice of any Loss coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

7.5. Insurance. Permittee shall procure and maintain during the term of this Permit the following insurance:

(a) Workers' Compensation Insurance in statutory limits with Employer's Liability limits not less than \$1,000,000 each accident.

(b) Commercial liability insurance policies providing not less than One Million Dollars (\$1,000,000) per-incident coverage for incidents involving TNC Vehicles and/or TNC Drivers while on Airport property due to any TNC operation, regardless whether the TNC Vehicle is carrying a passenger at the time of the incident or whether the TNC Driver's technology application is "on" or "off". The insurance coverage shall be available to cover claims regardless of whether a TNC Driver maintains insurance adequate to cover any portion of the claim.

7.6. Form of Policies. All liability insurance policies shall be endorsed or otherwise to provide the following:

(a) Name as additional insured the City and County of San Francisco, the Airport Commission and its members, and all of the officers, agents, and employees of each of them (collectively "Additional Insureds").

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought. No other insurance effected by City will be called upon to contribute to a loss covered hereby.

(c) Severability of Interests (Cross Liability): The term "the insured" is used severally and not collectively, and the insurance afforded under the liability coverages applies separately to each insured against whom claim is made or suit is brought, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

(d) Notice of Cancellation. All policies shall provide that the insurance company shall provide thirty (30) days prior written notice to City of cancellation, or reduction in coverage or limits, delivered to City at City's Notice Address. Prior to issuance of the permit, Permittee shall provide evidence to City of proof of insurance coverage for a minimum period of not less than ninety (90) days.

7.7. Delivery of Policies or Certificates. On or before the Commencement Date, Permittee shall provide to City copies of its insurance certificates evidencing the above insurance, and, upon request, promptly provide copies of the required insurance policies.

7.8. Subrogation. Notwithstanding anything to the contrary herein, Permittee waives any right of recovery against City for any loss or damage to the extent the same is covered by Permittee's workers' compensation and property insurance. Permittee shall obtain from its insurer, if possible, a waiver of subrogation the insurer may have against City or any City Entity in connection with any Loss covered by Permittee's property insurance policy.

7.9. Coverage. At a minimum, Permittee shall carry all policies and coverages required in the CPUC Decision and any subsequent CPUC Rule or state or federal statute, or applicable local ordinance.

8. DEPOSIT

8.1. Amount of Deposit. Upon execution of this Permit, Permittee will deliver to Director a security deposit (the "Deposit") equal to the minimum Deposit amount specified in the Permit Application. As this Permit is part of the Pilot Program, the Airport Director has set an estimated Deposit as a basis for the Permit Application. The Director may, at his sole discretion, adjust the Deposit amount at any time after three months from the date the Permit is issued to establish a Deposit amount approximately equal to two months of the Monthly Permit Fee.

8.2. Form of Deposit. Such Deposit shall be in the form of: (a) a surety bond payable to City, naming City as obligee, and otherwise in form satisfactory to the City Attorney, and issued by a surety company satisfactory to Director; or (b) a letter of credit naming City as beneficiary, and otherwise in form satisfactory to the City Attorney, issued by a bank satisfactory to Director. With Director's consent, Permittee shall be permitted to submit as a Deposit a treasury bond, a certificate of deposit, or a certified check, or a credit card, all in form satisfactory to Director, in the Deposit Amount, to the extent the same is permitted by Commission policy. Such Deposit shall be reviewed and adjusted in the event this Permit is extended beyond the specified term, all at Permittee's cost, such that at all times, the Deposit is equal to the higher of (i) the minimum Deposit Amount specified in the Permit Application or (ii) six (6) months of Monthly Permit Fees estimated by Director. Such bond or letter of credit shall be kept in full force and effect at all times to ensure the faithful performance by Permittee of all covenants, terms, and conditions of this Permit, including payment of Monthly Permit Fees. Permittee shall cause the surety company or bank issuing such bond or letter of credit to give Director notice in writing by registered mail at least forty-five (45) days prior to the expiration date of such bond or letter of credit of its intention not to renew said bond or letter of credit.

8.3. Use of Deposit. If Permittee fails to pay a Monthly Permit Fee or otherwise defaults with respect to any provision of this Permit, City may use, apply or retain all or any portion of the Deposit for the payment of a Monthly Permit Fee or other charge in default or for the payment of any other sum to which City may become obligated by reason of Permittee's default or to compensate City for any loss or damage which City may suffer thereby. If City so uses or applies all or any portion of the Deposit, Permittee, within ten (10) days after demand therefor, shall deposit other security acceptable to Director with City in an amount sufficient to restore the Deposit to the full amount thereof. In the event the surety company or bank declines to renew or elects to cancel the bond or letter of credit comprising the Deposit, Permittee shall, at least fifteen (15) days prior to the expiration or cancellation date thereof, replace such bond or letter of credit with another bond or letter of credit. If Permittee fails to do so, City may, without notice to Permittee, draw on the entirety of the Deposit and hold the proceeds thereof as security hereunder. City shall not be required to keep the Deposit separate from its general accounts. If Permittee performs all of Permittee's obligations hereunder, the Deposit, or so much thereof as has not theretofore been applied by City, shall be returned, without payment of interest or other increment for its use, to Permittee (or, at City's option, to the last assignee, if any, Permittee's interest hereunder) upon the revocation or termination of this Permit. No trust relationship is created herein between City and Permittee with respect to the Deposit.

9. DEFAULT; REMEDIES

9.1. Event of Default. The occurrence of any one or more of the following events shall constitute a material breach of this Permit and an “Event of Default”:

- (a) Permittee shall fail duly and punctually to pay Monthly Permit Fees, or to make any other payment required under this Permit, when due to City, and such failure shall continue beyond the date specified in a written notice of such breach or default from Director, which date shall be no earlier than the third day after the effective date of such notice. Notwithstanding the foregoing, in the event there occur two defaults in the payment of Monthly Permit Fees or other payment under this Permit, Permittee shall not be entitled to, and City shall have no obligation to give, notice of any further defaults in the payment of Monthly Fees or other payment. In such event, there shall be deemed to occur an “Event of Default” immediately upon Permittee’s failure to duly and punctually pay Monthly Fees or other payment due under this Permit; or
- (b) Permittee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property; or
- (c) A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, is filed against Permittee and is not dismissed within thirty (30) days after the filing thereof; or
- (d) A Transfer occurs without the prior approval of the City (Section 5); or
- (e) Permittee fails to provide the Deposit within five (5) days after the Reference Date or fails to maintain in full such Deposit at all times while the Permit is in effect, and such failure shall continue for a period of more than three days after delivery by Director of written notice of such failure; or
- (f) Permittee fails to obtain and maintain the insurance required under this Permit, or provide copies of the policies or certificates to City; or
- (g) Permittee fails to keep, perform and observe each and every other promise, covenant and agreement set forth in this Permit, and such failure continues for a period of more than three days after delivery by Director of a written notice of such failure (the “First Notice”); or if satisfaction of such obligation requires activity over a period of time, if Permittee fails to commence the cure of such failure within three days after receipt of the First Notice, or thereafter fails to diligently prosecute such cure, or fails to actually cause such cure within one hundred twenty (120) days after the giving of the First Notice; or
- (h) During the course of transporting passengers to the Airport, Permittee, TNC Drivers, Permittee’s employees or independent contractors engage in criminal activity; or
- (i) A default occurs under any other agreement between Permittee and City, including the Other Agreements, if any, and such default is not cured as may be provided in such

agreement; provided, however, that nothing herein shall be deemed to imply that Permittee shall be entitled to additional notice or cure rights with respect to such default other than as may be provided in such other agreement.

9.2. Remedies. Upon the occurrence and during the continuance of an Event of Default, City shall have the following rights and remedies in addition to all other rights and remedies available to the City under this Permit, at law, or in equity:

(a) City may elect in its sole discretion to increase the Deposit in an amount equal to six months of Monthly Permit Fees as determined by the Airport and/or require prepayment of Monthly Permit Fees. The City will set the amount of the prepayment based on the highest previous Monthly Permit Fee plus any other fines and charges due under this Permit, which amounts shall be due in full prior to further operations under this Permit;

(b) City may elect to terminate this Permit; and

(c) City may elect to terminate any other agreement between Permittee and City, including the Other Agreements, if any. Nothing in this Section shall be deemed to limit City's right to revoke this Permit as provided in Section 2 [Commencement Date; Revocation] of this Permit.

9.3. City's Right to Perform. All agreements and provisions to be performed by Permittee under any of the terms of this Permit shall be at its sole cost and expense and without any abatement of Monthly Permit Fees. If Permittee shall fail to pay any sum of money, other than Monthly Permit Fees, required to be paid by it hereunder, or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for ten (10) days after notice thereof by City, City may, but shall not be obligated to do so, and without waiving or releasing Permittee from any obligations of Permittee, make any such payment or perform any such other act on Permittee's part to be made or performed as provided in this Permit. All sums so paid by City and all necessary incidental costs shall be payable to City on demand.

9.4. Cumulative Rights. The exercise by City of any remedy provided in this Permit shall be cumulative and shall in no way affect any other remedy available to City under law or equity.

9.5. Fines.

(a) As provided in the Airport Rules and Regulations, the Airport may impose or levy fines against Permittee, and/or TNC Drivers, for engaging in prohibited conduct. Specific fines for specific prohibited conduct are described in the Rules and Regulations.

(b) If Permittee defaults under any of the Permit terms specified below, City may elect to impose administrative fines described below on the basis of per violation:

///

Violation	Section	Fine
Failure to adhere to transportation requirements	3	\$200
Failure to Pay Monthly Permit Fees	4	\$100
Failure to provide required reports	4	\$100
Failure to maintain required insurance certificates	7	\$100
Failure to accurately report a TNC Trip	4	\$300
Engaging in other prohibited activities	3	\$100

City's right to impose the foregoing fines shall be in addition to and not in lieu of any and all other rights hereunder, in the Airport Rules and Regulations, or at law or in equity. City shall have no obligation to Permittee to impose fines on or otherwise take action against any other permittee or tenant at the Airport.

THE PARTIES ACKNOWLEDGE AND AGREE THAT A VIOLATION OF ANY OF THE ABOVE TERMS SHALL RESULT IN CITY INCURRING DAMAGES WHICH ARE IMPRACTICAL OR IMPOSSIBLE TO DETERMINE. THE PARTIES AGREE THAT THE ABOVE FINES ARE A REASONABLE APPROXIMATION OF SUCH DAMAGES.

10. HAZARDOUS MATERIALS

10.1. Definitions. As used herein, the following terms shall have the meanings hereinafter set forth:

- (a) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.
- (b) "Hazardous Materials" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and any materials listed in the Airport's Terminal Improvement Guide.

(c) "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or any property.

10.2. Permittee's Covenants. Neither Permittee nor any TNC Driver nor Permittee Entity shall cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport.

10.3. Environmental Indemnity. Permittee shall indemnify, defend, and hold harmless City from and against any and all Losses arising during or after the term of this Permit as a result of or arising from: (a) a breach by Permittee of its obligations contained in the preceding Section 10.2, or (b) any Release of Hazardous Material from, in, on or about the Airport caused by the act or omission of Permittee, TNC Drivers or any Permittee Entity.

10.4. Environmental Audit. Upon reasonable notice, Director shall have the right but not the obligation to conduct or cause to be conducted by a firm acceptable to City, an environmental audit or any other appropriate investigation of Permittee's operations for possible environmental contamination issues. Permittee shall pay all costs associated with said investigation in the event such investigation shall disclose any Hazardous Materials contamination as to which Permittee is liable hereunder.

11. CITY AND OTHER GOVERNMENTAL PROVISIONS

11.1. Charter. The terms of this Lease shall be governed by and subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco.

11.2. Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco urges contractors not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood or virgin redwood product.

11.3. No Representations. Permittee acknowledges and agrees that neither City nor any person on behalf of City has made, and City hereby disclaims, any representations or warranties, express or implied, regarding the business venture proposed by Permittee at the Airport, including any statements relating to the potential success or profitability of such venture. Permittee represents and warrants that it has made an independent investigation of all aspects of the business venture contemplated by this Permit.

11.4. Limitation on Damages. Notwithstanding anything to the contrary herein, in no event will City or any City Entity be liable to Permittee or any Permittee Entity for any consequential, incidental, or special damages, or lost revenues or lost profits.

11.5. Sponsor's Assurance Agreement. This Permit shall be subordinate and subject to the terms of any "Sponsor's Assurance Agreement" or any like agreement heretofore or hereinafter entered into by City and any agency of the United States of America.

11.6. Federal Nondiscrimination Regulations. Permittee understands and acknowledges that City has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A - Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to City for certain Airport programs and activities, and that City is required under said Regulations to include in every agreement or concession pursuant to which any person or persons other than City, operates or has the right to

operate any facility on the Airport providing services to the public, the following covenant, to which Permittee agrees as follows: "Permittee in its operation at and use of San Francisco International Airport, covenants that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the grantee, licensee, permittee, etc., shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended."

11.7. Federal Affirmative Action Regulations. Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Permittee assures that it will require that its covered sub-organizations provide assurances to Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

11.8. Nondiscrimination Requirements. In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), height or weight against any employee of, any City Employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee. Permittee shall include in any subcontracts permitted hereunder a non-discrimination clause applicable to the subcontractor in substantially the form of this Section 11.8.

11.9. Conflict of Interest. Permittee states that it is familiar with the provisions of Paragraph 15.103 of the City's Charter; Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code and Paragraph 87100 et seq. and Paragraph 1090, *et seq.* of the Government Code of the State of California and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Permit.

11.10. Declaration Regarding Airport Private Roads. Permittee hereby acknowledges and agrees that all roads existing at the date of execution hereof within the boundaries of the Airport, as shown on the current official Airport plan and as it may be revised, are the private property and private roads of the City and County of San Francisco, with the exception of that portion of the old Bayshore Highway which runs through the southern limits of the City of South San Francisco and through the northern portion of the Airport to the intersection with the North Airport Road as shown on said Airport Plan, and with the exception of that portion of the North Airport Road which runs from the off and on ramps of the State Bayshore Freeway to the intersection with said old Bayshore Highway as shown on said Airport Plan. It further

acknowledges that any and all roads hereafter constructed or opened by City within the Airport boundaries will be the private property and road of City, unless otherwise designated.

11.11. Drug-Free Workplace. Permittee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on City premises. Any violation of this prohibition by Permittee, TNC Driver or any Permittee Entity shall constitute a default hereunder.

11.12. Compliance with Americans With Disabilities Act. Permittee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity, whether directly or through a contractor, must be accessible to the disabled public. Permittee shall provide the services specified in this Permit in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Permittee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Permit and further agrees that any violation of this prohibition on the part of Permittee, its employees, agents or assigns shall constitute a material breach of this Permit.

11.13. Pesticide Prohibition. Permittee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage, and (iii) require Permittee to submit to the Director an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Premises during the term of this Permit, (b) describes the steps Permittee will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (c) identifies, by name, title, address, and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. In addition, Permittee shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

11.14. Airport Intellectual Property. Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. No proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Director's prior written consent.

12. GENERAL PROVISIONS

12.1. Notices. Except as otherwise specifically provided in this Permit, any notice, demand, or other correspondence given under this Permit shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or Express Mail, return receipt requested, with postage prepaid, to: (a) Permittee at Permittee's Notice Address; or (b) City at City's Notice Address; or (c) such other address as either Permittee or City may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received and effective two (2) days after the date when it is mailed, if sent by first-class, certified mail; one day after the date when it is mailed if sent by Express Mail; or upon the date personal delivery is made. For convenience of the parties, copies of notices may

also be given by facsimile to the number set forth in the Summary or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

12.2. No Implied Waiver. No failure by either party to insist upon the strict performance of any obligation of the other party under this Permit or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such term, covenant or condition. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver.

12.3. Entire Agreement. The parties intend that this Permit (including all of the attached exhibits, which are made a part of this Permit) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Permit shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Permit.

12.4. Amendments. Except as specifically provided herein, neither this Permit nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

12.5. Interpretation of Permit. The captions preceding the articles and sections of this Permit have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Permit. This Permit has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Permit. Provisions in this Permit relating to number of days shall be calendar days. Use of the word "including" shall mean "including, without limitation." References to statutes, sections, ordinances or regulations are to be construed as including all statutory, ordinance, or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section, ordinance or regulation.

12.6. Successors and Assigns. Subject to the provisions of Section 5 [Assignment], the terms, covenants and conditions contained in this Permit shall bind and inure to the benefit of Permittee and City and, except as otherwise provided herein, their personal representatives and successors and assigns.

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

12.8. No Joint Venture. It is expressly agreed that City is not, in any way or for any purpose, a partner of Permittee in the conduct of Permittee's business or a member of a joint enterprise with Permittee, and does not assume any responsibility for Permittee's conduct or performance of this Permit.

12.9. Severability. If any provision of this Permit or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Permit shall be valid and be enforceable to the full extent permitted by law.

12.10. Governing Law. This Permit shall be construed and enforced in accordance with the laws of the State of California.

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

12.12. Joint and Several Liability. The liabilities hereunder of the entities and/or person(s) comprising Permittee shall be joint and several.

12.13. Authority. If Permittee signs as a corporation, a limited liability company, or a partnership, each of the persons executing this Permit on behalf of Permittee does hereby covenant and warrant that Permittee is a duly authorized and existing entity, that Permittee has and is duly qualified to do business in California, that Permittee has full right and authority to enter into this Permit, and that each and all of the persons signing on behalf of Permittee are authorized to do so. Upon City's request, Permittee shall provide City evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

12.14. Counterparts. This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Permit as of the Reference Date.

PERMITTEE: _____,

dba: _____

By: _____

Name (Print): _____

Title: _____

CITY AND COUNTY OF SAN FRANCISCO
AIRPORT COMMISSION

BY: _____

JOHN L. MARTIN, Airport Director

Recommended:

By: _____

Abubaker Azam
Assistant Deputy Airport Director
Operations – Airport Services

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____

Deputy City Attorney

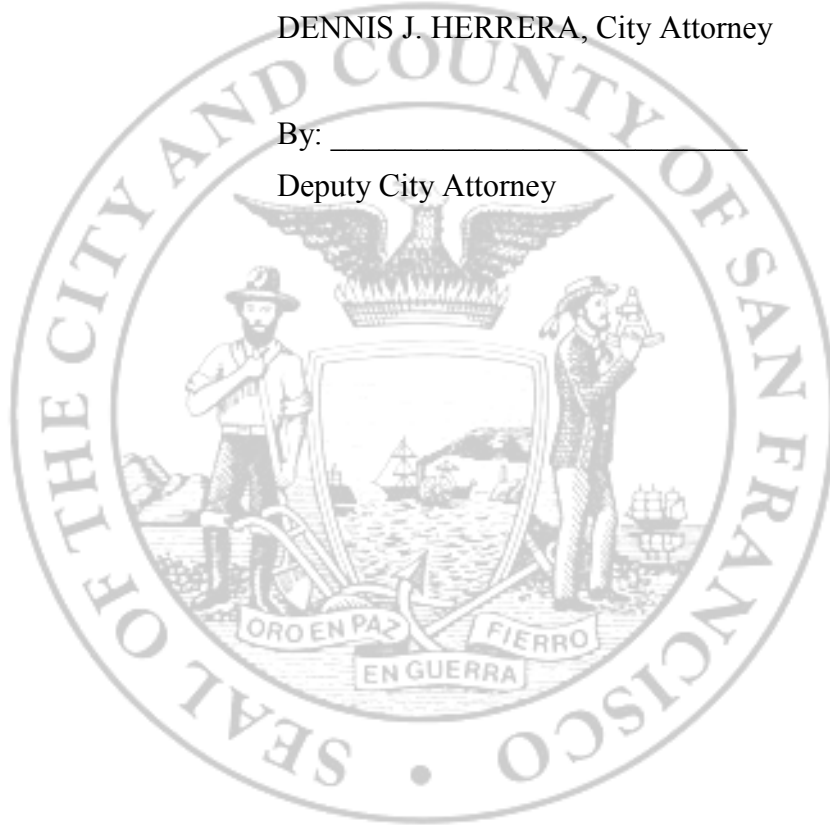


EXHIBIT A
Designated Areas of Operation

Passenger Drop-Offs

Passenger Pick-Ups

Domestic Terminals:

Domestic Terminals:

Terminal curb White zones
on Level 2 (Departures).

Not Authorized

Active unloading only.

TNC vehicles are not
allowed to stage at the curb.

International Terminal:

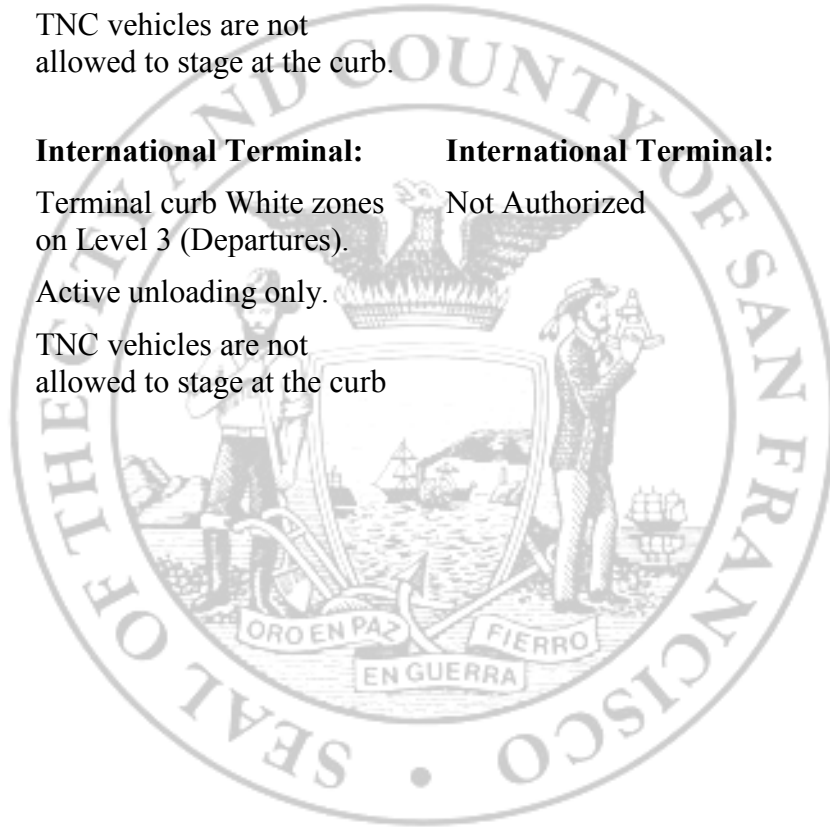
International Terminal:

Terminal curb White zones
on Level 3 (Departures).

Not Authorized

Active unloading only.

TNC vehicles are not
allowed to stage at the curb



**TRANSPORTATION NETWORK COMPANY
COMMERCIAL GROUND TRANSPORTATION
NON-EXCLUSIVE OPERATING PERMIT
* PILOT PROGRAM ***

OF _____ [PERMITTEE]

dba: _____

AT SAN FRANCISCO INTERNATIONAL AIRPORT

PERMIT SUMMARY

For the convenience of Permittee and City (as such terms are defined below), this Permit Summary (this "Summary") summarizes certain terms of this Permit (as defined below). This Summary is not intended to be a detailed or complete description of the terms and conditions of this Permit, and reference must be made to the other Sections below for the particulars of this Permit. In the event of any inconsistency between the terms of this Summary and any other provision of this Permit, the provision of the Permit shall prevail. Capitalized terms used in the Permit and not defined elsewhere shall have the meanings provided in this Summary.

Reference Date: _____, 201__

[Date Permit signed by Permittee]

Permittee Name: _____

dba: _____

Notice Address: _____
(§ 12.1)

Attn: _____

Tel. No.: _____

Fax No.: _____

email: _____

City: The City and County of San Francisco, a Municipal Corporation, acting by and through its Airport Commission

City's Notice Address: San Francisco International Airport
(§ 12.1) Attn: Ground Transportation Permit Processing Unit
PO Box 8097
San Francisco, CA 94128-8097
Tel. No. (650) 821-3600
Fax No. (650) 821-3606

Designated Areas: Those drop-off areas designated from time to time by the Director for the Permitted Use. As of the date hereof, the areas so designated are described in *Exhibit A*.
(§ 1)

Permitted Use: To provide Charter Party ground transportation passenger service to airline passengers whose flights are departing from San Francisco International Airport ("SFO" or "Airport"). The Airport Director, at his discretion, may expand the permitted use to include providing service to passengers arriving at SFO.
(§ 3)

Commencement Date: The date on which the conditions precedent in Section 2. [Commencement Date] are satisfied.
(§ 2) Actual date: _____

Expiration Date This Permit shall expire at 11:59 p.m. on May 31, 2015. Permit renewal is at the sole discretion of the Director.
(§2.2)

Deposit Amount: _____ Dollars (\$ _____)
(§ 8) (subject to adjustment)

Other Agreements: None
(§ 9)

Exhibits: Exhibit A: Current Designated Areas for Passenger Drop-Off, as of the date of this Permit.

Such exhibit is hereby incorporated herein and made a part hereof.

Initials of Authorized Representative of City _____

Initials of Authorized Representative of Permittee _____

**TRANSPORTATION NETWORK COMPANY
COMMERCIAL GROUND TRANSPORTATION
NON-EXCLUSIVE OPERATING PERMIT
* PILOT PROGRAM ***

OF _____ **[PERMITTEE]**

dba: _____

AT SAN FRANCISCO INTERNATIONAL AIRPORT

THIS TRANSPORTATION NETWORK COMPANY (“TNC”) COMMERCIAL GROUND TRANSPORTATION NON-EXCLUSIVE OPERATING PERMIT – PILOT PROGRAM (“Permit”), dated as of the Reference Date, is entered into by and between Permittee, and the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission (“City”), which, in turn, acts by and through its Director. This Permit is made with reference to the following facts:

A. The City and County of San Francisco owns the San Francisco International Airport (“Airport”). The Airport is located in the County of San Mateo, State of California. The Airport Commission has charge of the management, operation, use and control of Airport property. The Airport Director (“Director”) is the chief executive officer of the Airport.

B. Under California Public Utilities Code §§ 21690.5-21690.10, the state Legislature has determined that the proper operation of the state’s publicly owned airports is essential to the welfare of the people of California; the operation of such airports is a governmental function to be discharged in the furtherance of the policy of securing the benefits of tourism and commerce for the state and its people; that such airports may grant, deny and/or limit concessions for services to the public; and that in managing its operations, publicly owned airports shall promote the development of commerce and tourism by: (1) securing a diversity of airport services, (2) avoiding wasteful duplication, (3) securing to the users of airports safe, courteous, and quality service, (4) limiting or prohibiting business competition which is destructive of the ends of promoting commerce and tourism in the state, (5) allocating limited airport resources to promote such ends, and (6) fostering California’s image as a commercial and tourist center.

C. On September 23, 2013, the California Public Utilities Commission (“CPUC”) issued its “Decision Adopting Rules and Regulations to Protect Public Safety While Allowing New Entrants to the Transportation Industry,” (“Decision”) which Decision includes, among other things, the following findings and orders:

1. A Transportation Network Company (“TNC”) is defined as an organization, whether a corporation, partnership, sole proprietor, or other form, operating in California that provides transportation services for compensation using an online-enabled application (app) or platform to connect passengers with drivers using their personal vehicles.

2. TNCs are Charter Party Carriers and must have a class P permit issued by the CPUC.
3. TNCs are not permitted to own vehicles used in their operations or to own their own fleets of vehicles.
4. Measures TNCs are required to use to ensure public safety include performing criminal background checks and California Department of Motor Vehicle checks on all drivers, and a 19-point vehicle inspection on all vehicles its drivers will use to perform TNC services.
5. TNCs must maintain commercial liability insurance providing at least \$1 million per incident coverage for incidents involving TNC drivers and vehicles engaged in TNC services.

D. Permittee desires to operate at the Airport, and Director has determined that such operations, on the terms and conditions of this Permit, would be desirable for the Airport for the duration of the Pilot Program.

E. Definitions. For purposes of this TNC Pilot Program, the following definitions shall apply:

1. Decision or CPUC Decision: The September 23, 2013 Decision by the CPUC regulating TNCs as charter party carriers. The Decision, as may be amended or supplemented while this Permit is in effect, is incorporated here by reference as if set forth in full.
2. Designated Trade Dress Location: The location on each TNC Vehicle where Permittee's Trade Dress, as described in the CPUC Decision, shall be located. The Designated Trade Dress Location shall be readily visible to the Airport's curbside enforcement team and must be approved by the Airport Director or his designee prior to Permittee commencing operations at the Airport.
3. Rules and Regulations: The Airport Rules and Regulations for, among other things, use of Airport roadways. The Airport Rules and Regulations, as may be amended or supplemented while this Permit is in effect, are incorporated here by reference as if set forth in full.
4. TNC Driver: An individual who has been approved by Permittee to use his/her privately-owned vehicle to transport passengers whose rides are arranged through the TNC's online-enabled application. For purposes of this Permit, the term "TNC Driver" applies at all times that a Permittee's driver is on Airport property by reason of the driver's relationship with the TNC Permittee, regardless of whether the TNC Vehicle is carrying a passenger.
5. TNC Permittee: The charter party carrier that has been issued a permit by the CPUC to operate in the State of California.
6. TNC Vehicle: The personal, privately-owned vehicle used by a TNC Driver, which vehicle has passed the 19-point safety inspection referenced in the CPUC Decision and is insured by the vehicle's owner and covered by the TNCs commercial liability insurance policy.

Accordingly, Permittee and City agree as follows:

1. PERMIT

1.1. Permittee's Right to Use Designated Areas. City, acting by and through Director, grants to Permittee a revocable, personal privilege to use, in common with others so authorized, the Designated Areas to provide the Permitted Use, subject to the terms and conditions hereinafter set forth. As described below, this Permit may be revoked by Director at any time, without cause. This Permit gives Permittee a license only. Nothing in this Permit shall be construed as granting or creating any franchise rights pursuant to any federal, state or local laws. Permittee's rights to use the Designated Areas shall be on a non-exclusive basis. Consistent with the terms of the CPUC Decision, the Permittee shall perform all driver background checks and vehicle safety checks required by the Decision and all TNC Drivers identified by Permittee to the Airport shall be permitted to operate under Permittee's permit, unless otherwise stated herein.

1.2. Rights of Ingress and Egress. Permittee shall have the non-exclusive rights of ingress and egress across Airport property to conduct its permitted operations hereunder provided that such ingress and egress activity: (a) shall not impede or interfere with the operation of Airport by City or the use of the Airport by its tenants, passengers, or employees; (b) shall be subject to Airport Rules and Regulations, as amended from time to time ("Airport Rules"), including those pertaining to badge, permitting, and other security requirements, and the requirements of this Permit; (c) shall be on roadways, and other areas designed by Director from time to time; and (d) may be suspended or revoked by Director in the event of an emergency or threat to the Airport.

1.3. Changes to Airport. Permittee acknowledges and agrees that: (a) City shall have the right at all times to change, alter, expand, and contract the Airport, including the terminals, roadways, and designated pick-up, drop-off, and staging areas; (b) City has made no representations, warranties, or covenants to Permittee regarding Airport design, construction, or the conditions for passenger or automobile traffic. Without limiting the generality of the preceding clauses of this paragraph, Permittee acknowledges and agrees that the Airport (i) is currently undergoing, and may from time to time hereafter undergo, renovation, construction, and other Airport modifications; and (ii) may from time to time adopt rules and regulations relating to security and other operational concerns that may affect Permittee's business.

1.4. "As-Is" Condition. Permittee accepts the Designated Areas in their present condition and "as-is," without representation or warranty of any kind, and subject to all applicable Laws (as defined below). City shall have no obligation to alter, renovate, or otherwise change the Designated Areas. City shall have no obligation to provide utility services to the Designated Areas.

1.5. Changes to Decision and/or Law. Permittee understands and agrees that the CPUC may modify the Decision from time-to-time, and/or a local, state or federal statute or regulations may be enacted that affect the requirements for TNC operation in the State of California. The terms of this Permit shall be modified to be consistent with all such Decision modifications and/or local, state and federal regulations and statutes, and all such Permit modifications shall be self-executing. For example, in the event the insurance requirements for individual drivers and/or TNCs are modified, all such modifications shall be incorporated into this Permit upon the effective date contained in the Decision modification and/or the local, state and federal regulations or statute.

2. COMMENCEMENT DATE; REVOCATION

2.1. Commencement Date. This Permit shall be effective, and the “Commencement Date” shall be deemed to occur, on the date on which all of the following conditions precedent are satisfied, in Director’s sole discretion:

- (a) Director shall have received certificates evidencing that Permittee has obtained all insurance required by this Permit.
- (b) Director shall have received the Deposit (as defined in Section 8 below), in the amount determined by Director.
- (c) Permittee shall have instructed each TNC Driver regarding the terms of this Permit, including, but not limited to the requirement that TNC Drivers shall comply with Airport Rules and Regulations, which Rules and Regulations shall be made available by Permittee to its TNC Drivers.
- (d) Permittee shall have filed with the Airport, and obtained the Director’s approval of, Permittee’s Charter Party Certificate for operation as a TNC currently authorized by the CPUC and complied with the vehicle and driver identification requirements set forth in Section 3.3 of this Permit. To the extent the Director shall have conditioned his or her approval of these items, such conditions shall be incorporated herein and Permittee shall abide by such conditions.
- (e) Permittee shall have filed with the Director all items listed in the Transportation Requirements described in Section 3.3 of this Permit.
- (f) Director shall have received two (2) duplicate originals of this Permit, fully-executed by Permittee and City.

2.2. Permit Term. This Permit shall remain in effect until 11:59 p.m., on May 31, 2015. Permit renewal is at the sole discretion of the Director. In no event shall a permit be renewed unless and until all fees owing to the Airport by the Permittee and its TNC Drivers have been paid in full.

2.3 Revocation; Termination. This Permit may be revoked or mutually terminated as follows:

- (a) This Permit is revocable at any time, in the sole and absolute discretion of Director. Such revocation shall be accomplished by giving thirty (30) days’ prior notice to Permittee. Notwithstanding the foregoing, Director may also terminate the Permit upon the occurrence of an Event of Default (as defined below) without such 30-day notice.
- (b) Permittee may terminate this Permit by giving thirty (30) days’ prior notice to Director.

3. USE

3.1. Permitted Use. Permittee may use the Designated Areas only for the Permitted Use, and shall not conduct any activity or operations on the Airport not specifically included within the Permitted Use.

3.2. No Exclusivity. Permittee acknowledges and agrees that Permittee has no exclusive right to conduct the business described herein and that Director may arrange with others for similar activities at the Airport.

3.3. Transportation Requirements. In conducting its operations consisting solely of the Permitted Use, without limiting the generality of other provisions of this Permit, Permittee shall strictly

comply with the following transportation requirements as amended from time to time by Director:

(a) TNC Driver and Vehicle Certification.

Upon issuance of this Permit, Permittee shall certify in a form determined by the Airport that the following safety criteria have been met: (i) every TNC Driver has a valid California driver's license and valid personal automobile insurance meeting the minimum requirements for the State of California; (ii) Permittee has completed a DMV record check and criminal history check of each TNC Driver, consistent with the requirements in the Decision; and (iii) Permittee has completed the 19-point inspection described in the Decision for each TNC Vehicle.

(b) TNC Driver List.

Upon issuance of this Permit, Permittee shall provide the Airport with a list of all TNC Drivers authorized by Permittee to operate under Permittee's TNC permit, including the following information: (i) name of TNC Driver, (ii) California Driver License number, and (iii) the make, model, year and license plate number of the TNC Vehicle driven by the TNC Driver. The TNC Driver list shall be provided electronically, in a form approved by the Director or his designee, and shall be updated on an ongoing basis to include all currently authorized TNC Drivers. In the event that a TNC Driver is removed from Permittee's list of drivers authorized to operate at the Airport under this Permit, Permittee shall immediately remove that individual from the TNC Driver List and shall contemporaneously provide the Airport with an updated list. A TNC Driver and TNC Vehicle must be current on the TNC Driver list when operating at the Airport.

(c) Tracking TNC Vehicles on Airport Roadways.

Prior to engaging in operations at the Airport and at Permittee's sole expense, Permittee shall provide the Airport with access to real-time and historical data about Permittee's TNC Vehicles when on Airport property, regardless of whether the TNC Vehicle is carrying a passenger. This data shall include but need not be limited to access to a real-time list of Permittee's TNC Vehicles on Airport property and access to historical data for Permittee's operations on Airport property. Access shall be provided in an agreed-upon electronic format and shall include for each TNC Vehicle the license plate number and the entry and exit times from Airport property.

(d) Trade Dress, Removable Airport Permit Identifier, and Decal.

Any TNC Vehicle on Airport property shall at all times display: (i) Trade Dress; (ii) an Airport Permit Placard; and (iii) an SFO TNC Decal. Failure of a TNC Vehicle to have all three of these TNC indicators shall be deemed a violation of this Permit.

(i) Trade Dress. Permittee shall provide the Airport with a photograph of Permittee's Trade Dress, along with a description of the Designated Trade Dress Location, which location must be approved by the Airport Director or his designee before Permittee commences operations at the Airport. While operating on Airport roadways, whether or not carrying a passenger, every TNC Vehicle operating under Permittee's permit shall display Permittee's Trade Dress in the Designated Trade Dress Location.

(ii) Placard. The Airport shall provide the Permittee with an Airport Permit Placard for each of Permittee's TNC Vehicles. The Permittee shall assign one Placard for each of its TNC Vehicles. The Permittee shall indicate the assigned TNC Vehicle on each Placard by inscribing with permanent marker the license plate number for that TNC Vehicle on the Placard. Each TNC Vehicle shall display the Placard on its dashboard. While operating on Airport roadways, whether or not carrying a passenger, every TNC Vehicle operating under Permittee's permit shall display Permittee's Placard on its dashboard.

(iii) Decal. The Airport shall provide the Permittee with an SFO TNC Decal for each of Permittee's TNC Vehicles. Each TNC Vehicle shall affix the Decal on the passenger-side, bottom corner of the front windshield. While operating on Airport roadways, whether or not carrying a passenger, every TNC Vehicle operating under Permittee's permit shall display the SFO TNC Decal on its windshield.

(iv) Removal. In the event that a TNC Vehicle is removed from Permittee's list of vehicles authorized to operate at the Airport under this Permit, Permittee shall be responsible for the permanent removal of that vehicle's Trade Dress, Placard, and Decal. Permittee must destroy the Placard and Decal for that vehicle.

(e) Pilot Program Limited to Drop-Off Only.

Permittee's operations are strictly limited to passenger drop-off. No TNC Driver may pick up any passenger on the Airport premises at any time. TNC drivers must immediately exit the Airport premises after dropping off passengers. Permittee shall effect this prohibition as necessary through its application technology, such as by blocking out Airport property as a location available for pick-up or taking other steps as necessary to inform its drivers and customers of the prohibition. The Airport Director, in his sole discretion, may elect to expand TNC operations during the Pilot Program to include both drop-off and pick-up operations. In that event, the Airport Director shall notify Permittee in writing of his election to expand TNC operations and shall designate pick-up locations. Permittee shall be prohibited from picking up passengers in any location other than those specified by the Director.

(f) Electronic Waybills.

TNC Drivers must be prepared to present an electronic waybill to any law enforcement officer or representative of the City upon request. The electronic waybill must comply with the CPUC Decision and shall include a photograph of the TNC Driver, a photograph of the TNC Vehicle, including the vehicle license plate number, and information regarding the pick-up location of the most recent passenger.

(g) TNC Driver Training.

Permittee shall be responsible for ensuring that TNC Drivers use the Designated Areas approved by the Director for passenger drop-off and that TNC Drivers comply with the provisions of this Permit and the Airport's Rules and Regulations. In addition, prior to engaging in operations under this Permit, Permittee shall attend an orientation training at an Airport location determined by the Director or his designee, and shall convey the substance of the training to each TNC Driver before each such driver operates on Airport roadways. Permittee shall make its training available to the Airport upon request.

3.4. Advertising and Promotions Prohibited. Neither Permittee nor any TNC Driver shall conduct any advertising or promotional activities on the Airport. Without limiting the generality of the preceding sentence, this prohibition includes: (a) posting any rates or transportation fares; (b) any advertising of cigarette or tobacco products, including electronic cigarettes; and/or (c) vehicle wrapping or other method of using the exterior of a TNC Vehicle to advertise or promote goods or services. Excluded from this section is Permittee's trade dress.

3.5. General Prohibited Activities. TNC Permittee and TNC Drivers shall, at all times, comply with the Airport's Rules and Regulations. In the event the administrative fines set forth in the existing Rules and Regulations do not specifically address TNC Permittees and/or TNC Drivers, the fees related to conduct of limousine drivers and/or limousine permittees shall apply. Without limiting any other provision of this Permit, Permittee and TNC Drivers shall not, without the prior written consent of Director:

- (a) cause or permit anything to be done, in or about the Designated Areas, or bring or keep anything thereon which might (i) increase in any way the rate of fire insurance on the Airport; (ii) create a nuisance; (iii) in any way obstruct or interfere with the rights of others on the Airport or injure or annoy them;
- (b) commit or suffer to be committed any waste upon the Designated Areas;
- (c) use, or allow the Designated Areas to be used, for any improper, immoral, unlawful or objectionable purpose;
- (d) place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within, or adjacent to the Terminal Building Complex or the roadways;
- (e) do or permit to be done anything in any way tending to injure the reputation of City or appearance of the Airport; or
- (f) violate any applicable Airport Rules and Regulations.

3.6. Other Prohibited Activities. Without limiting the generality of other provisions of this Permit, the following activities are prohibited by Permittee, TNC Drivers, TNC's employees or independent contractors:

- (a) Operation of a TNC Vehicle on Airport roadways by an unauthorized driver;
- (b) Transporting a TNC passenger in an unauthorized vehicle;
- (c) Picking up or discharging passengers or their baggage at any terminal level or location other than the Designated Areas;
- (d) Leaving a vehicle unattended;
- (e) Failing to maintain the interior and exterior of TNC Vehicles in a clean condition;
- (f) Littering on the Airport premises;
- (g) Failing to provide information or providing false information to law enforcement or Airport personnel;
- (h) Operating a TNC Vehicle without the Trade Dress, Placard, and Decal as provided in Section 3.3(d), above;

- (i) Soliciting passengers on Airport property;
- (j) Recirculating anywhere on Airport roadways;
- (k) Using or possessing any alcoholic beverage, or dangerous drugs or narcotic while on Airport roadways;
- (l) Failing to operate a TNC Vehicle in a safe manner as required by the California Vehicle Code;
- (m) Failing to comply with posted speed limits and traffic control signs;
- (n) Using profane or vulgar language in the presence of any member of the public;
- (o) Soliciting for or on behalf of any hotel, motel, club, nightclub or other business;
- (p) Soliciting of any activity prohibited by the California Penal Code;
- (q) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment as defined in the California Vehicle Code and the California Bureau of Automotive Repair;
- (r) Disconnecting any pollution control equipment;
- (s) Double parking on Airport roadways;
- (t) Operating a vehicle without CPUC certification or at any time during which Permittee's CPUC authority is suspended or revoked; and
- (u) Engaging in any criminal activity.

3.7. Inspections; Audit of Operations. At any time, City may conduct an inspection or audit of Permittee's operations at the Airport to confirm that such operations comply with the requirements set forth in this Permit. Permittee shall cooperate with such inspection and/or audit. In the event an inspection or audit shows that Permittee is not complying with the requirements of this Permit, without limiting City's ability to determine a default under this Permit, City may require that Permittee reimburse City for the costs of such inspection and/or audit. Permittee shall promptly remedy any noncompliance shown in any such inspection and/or audit.

3.8. Representative of Permittee. Permittee shall provide Airport with name, address, telephone and email address for at least one qualified representative authorized to represent and act for it in matters pertaining to its operation, and shall keep Director informed in writing of the identity of each such person.

4. PERMIT FEES, REPORTING, AND RECORD KEEPING

4.1. Defined Terms. For the purposes of this Section 4, the following capitalized terms shall have the following meanings:

- (a) "Trip" means each instance in which one of Permittee's vehicles drops-off a passenger. In the event that the Director allows pick-ups at any time while this Permit is in effect, then "Trip" means each instance in which one of Permittee's vehicles drops-off or picks-up. For example, if a TNC Vehicle drops-off a customer and then picks-up another customer without leaving Airport property, that would equal two trips.

(b) "Per Trip Fee" shall be \$3.75 for each drop-off through June 30, 2014. Effective July 1, 2014, the Per Trip Fee shall be \$3.85 for each drop-off. In the event the Airport Director elects to authorize Permittee to pick-up passengers, Permittee shall pay a separate Per Trip Fee for each pick-up.

(c) "Monthly Permit Fee" means the product of (a) the number of Trips conducted by Permittee's TNC Vehicles in one calendar month and (b) the Per Trip Fee then in effect.

4.2 Monthly Permit Fee.

(a) The Permittee shall pay to the Airport a Monthly Trip Fee. The Monthly Trip Fee is due in full, and received by the Airport, within fifteen calendar days of the close of any calendar month.

(b) The Monthly Permit Fee may be paid by ACH or wire transfer, check, or credit card.

(c) The Monthly Permit Fee shall be accompanied by a full reporting of the Permittee's Airport operations for the payment period, as provided in Section 4.3 below.

(d) All amounts due under this Permit, including Monthly Permit Fee, shall be paid in lawful money of the United States, free from all claims, demands, setoffs, or counterclaims of any kind. Any amounts due under this Permit, including the Monthly Permit Fee, not paid when due shall be subject to a service charge equal to the lesser of the rate of one and one-half percent (1½%) per month, and the maximum rate permitted by law. Acceptance of any service charge shall not constitute a waiver of Permittee's default on the overdue amount or prevent City from exercising any of the other rights and remedies available to City.

4.3. Monthly Report. Within fifteen calendar days of the close of any calendar month while this Permit is in effect, Permittee shall submit to the City its operations report for the previous calendar month (the "Monthly Report"). The Monthly Report shall be in an agreed-upon electronic format and shall include for each date of operations and for each Trip: (a) license plate number of the TNC Vehicle and (b) time of entry into and exit from Airport property. The Monthly Report shall also include the total number of Trips for the reporting period.

4.4. Books and Records.

(a) Audit and Inspection of Records: Permittee agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its operations under this Permit. Permittee will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, records or personnel/drivers and other data related to all other matters covered by this Permit. Permittee shall maintain such data and records in an accessible location and condition for a period of not less than five years from the expiration of the Permit or the last date of operations at the Airport, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Permit shall have the same rights conferred upon City by this Section. Permittee agrees to maintain all books, records, accounts and reports required under this Permit for a period of not less than five years after the later of: (i) the date of termination or expiration of this Permit, except in the event of litigation or settlement of claims arising from the performance of this Permit, in which case Company agrees to maintain same until the City has disposed of all such litigation, appeals, claims or exceptions related thereto.

(b) Reports: The Airport reserves the right to request any and all reports deemed necessary from the Permittee in the performance and auditing of this Permit at no cost to the Airport. These reports, which may include Permittee's gross revenues generated from its Airport operations, must be submitted within two (2) weeks from the date the request was made unless instructed otherwise in writing from the Airport. Failure to submit reports on a timely basis may be considered a material breach of the Permit and grounds for termination.

(c) Other Data. Permittee shall also maintain internal or third party information system reviews, audits, or specialized testing performed for three years (current fiscal year plus two preceding fiscal years). (e.g., Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization, from the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA)) and make such data available to the City upon request. Failure to provide complete and accurate reports on a timely basis may be considered a material breach of the Permit and subject to any remedies in law or equity including the termination of the Permit at the sole discretion of the Airport Director. The specific reports and format required may be amended from time to time upon express approval of the City.

(d) Should any examination, inspection, and audit of Permittee's books and records by City disclose an underpayment by Permittee of the consideration due, Permittee shall promptly pay City the amount of such underpayment. If such underpayment exceeds five percent (5%) of the consideration due, Permittee shall reimburse City for all costs incurred in the conduct of such examination, inspection, and audit. Without limiting the generality of Section 12.11, in the event that City deems it necessary to use the service of legal counsel in connection with collecting the reimbursement for such examination, inspection, and audit, then Permittee shall reimburse City for reasonable attorney's fees and litigation expenses as part of the aforementioned costs incurred.

5. ASSIGNMENT

5.1. No Assignment. Permittee shall not assign, encumber, or otherwise transfer, whether voluntary or involuntary or by operation of law, this Permit, or any right hereunder, without Director's prior written consent, which consent may be granted or denied in Director's sole and absolute discretion (the term "**Transfer**" shall mean any such assignment, encumbrance, or transfer). Director's consent to one Transfer shall not be deemed a consent to subsequent Transfers. Any Transfer made without Director's consent shall constitute a default hereunder and shall be voidable at Director's election.

5.2. Changes in Permittee. The merger of Permittee with any other entity or the transfer of any controlling ownership interest in Permittee, or the assignment or transfer of a substantial portion of the assets of Permittee shall constitute a Transfer. Without limiting the generality of the foregoing, if Permittee is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law of the partner or partners owning fifty-one percent (51%) or more of the partnership, or the dissolution of the partnership, or the sale or transfer of at least fifty-one percent (51%) of the value of the assets of the partnership, shall be deemed a Transfer. If Permittee is a corporation or limited liability company, any dissolution, merger, consolidation or other reorganization of Permittee, or the sale or other transfer of a controlling percentage of the capital stock or membership interests of Permittee, or the sale or transfer of at least fifty-one percent (51%) of the value of the assets of Permittee, shall be deemed a Transfer. The phrase

“controlling percentage” means the ownership of, and the right to vote, stock or interests possessing at least fifty-one percent (51%) of the total combined voting power of all classes of Permittee’s capital stock or interests issued, outstanding and entitled to vote for the election of directors. Without limiting the restrictions on asset transfers, this paragraph shall not apply to stock or limited liability company interest transfers of corporations or limited liability companies the stock or interests of which is traded through an exchange or over the counter.

5.3. No Release. In no event will Director’s consent to a Transfer be deemed to be a release of Permittee as primary obligor hereunder.

6. COMPLIANCE WITH LAWS

At all times, Permittee shall cause its use of the Airport and its operations under this Permit to comply with all applicable federal, state and local laws, ordinances, rules, regulations, and directives, as may be amended from time to time, whether foreseen or unforeseen, ordinary or extraordinary, including but not limited to those relating to (a) health and safety, especially those pertaining to public safety such as safe driving practices, such as seat belts, child seats, and drug testing; (b) disabled access, including the Americans with Disabilities Act, 42 U.S.C. Sections 12101, *et seq.*, and Title 24 of the California Code of Regulations; (c) hazardous materials (see Section 10 below); and (d) transportation. Permittee shall comply with the Airport Rules and Regulations and any applicable directives, meaning Airport Operating Bulletins of the Director, and all oral and/or written instructions given to Permittee by the Airport through Landside Operations or designated City representative. The City, the Airport Commission, its members, officers, agents, and employees of each of them, and their successors and assigns, shall have no liability and Permittee waives any liability for any diminution or deprivation of Permittee’s rights by its compliance with this Section 6.

7. WAIVER; INDEMNITY; INSURANCE

7.1. Waiver. Permittee covenants and agrees that City shall not at any time to any extent whatsoever be liable, responsible or in any way accountable for, and Permittee waives and releases any claim (including any claim for contractual or implied indemnity) against City, for Losses which (a) at any time after the Reference Date may be suffered or sustained by Permittee or any TNC Driver arising out of Permittee’s operations, or (b) are caused in whole or in part by any act or omission (whether negligent, non-negligent or otherwise) of Permittee or any Permittee Entity or TNC Driver, whether or not such Losses shall be caused in part by any act, omission or negligence of any City Entity, except if caused solely by the gross negligence or willful misconduct of City.

7.2. Indemnity. In addition to, and not in limitation of the foregoing, Permittee shall indemnify, and save harmless City and its officers, agents and employees, and, if requested, shall defend them from and against any and all Losses caused in whole or in part by (a) any act or omission of Permittee or any Permittee Entity or Permittee Driver, (b) Permittee’s operations at the Airport, or (c) any default by Permittee or any Permittee Entity or Permittee Driver in the observance or performance of any of the terms, covenants, or conditions of this Permit, whether or not any such Losses shall be caused in part by any act, omission or negligence of City or any City Entity, except if caused solely by the gross negligence or willful misconduct of City.

7.3. Losses. For purposes hereof “Losses” shall mean any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorneys’ fees, investigation costs, remediation costs, and court costs), of any kind or nature.

7.4. Notice. Without limiting the foregoing waiver and indemnity, each party hereto shall give to the other prompt and timely written notice of any Loss coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

7.5. Insurance. Permittee shall procure and maintain during the term of this Permit the following insurance:

(a) Workers' Compensation Insurance in statutory limits with Employer's Liability limits not less than \$1,000,000 each accident.

(b) Commercial liability insurance policies providing not less than One Million Dollars (\$1,000,000) per-incident coverage for incidents involving TNC Vehicles and/or TNC Drivers while on Airport property due to any TNC operation, regardless whether the TNC Vehicle is carrying a passenger at the time of the incident or whether the TNC Driver's technology application is "on" or "off". The insurance coverage shall be available to cover claims regardless of whether a TNC Driver maintains insurance adequate to cover any portion of the claim.

7.6. Form of Policies. All liability insurance policies shall be endorsed or otherwise to provide the following:

(a) Name as additional insured the City and County of San Francisco, the Airport Commission and its members, and all of the officers, agents, and employees of each of them (collectively "Additional Insureds").

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought. No other insurance effected by City will be called upon to contribute to a loss covered hereby.

(c) Severability of Interests (Cross Liability): The term "the insured" is used severally and not collectively, and the insurance afforded under the liability coverages applies separately to each insured against whom claim is made or suit is brought, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

(d) Notice of Cancellation. All policies shall provide that the insurance company shall provide thirty (30) days prior written notice to City of cancellation, or reduction in coverage or limits, delivered to City at City's Notice Address. Prior to issuance of the permit, Permittee shall provide evidence to City of proof of insurance coverage for a minimum period of not less than ninety (90) days.

7.7. Delivery of Policies or Certificates. On or before the Commencement Date, Permittee shall provide to City copies of its insurance certificates evidencing the above insurance, and, upon request, promptly provide copies of the required insurance policies.

7.8. Subrogation. Notwithstanding anything to the contrary herein, Permittee waives any right of recovery against City for any loss or damage to the extent the same is covered by Permittee's workers' compensation and property insurance. Permittee shall obtain from its insurer, if possible, a waiver of subrogation the insurer may have against City or any City Entity in connection with any Loss covered by Permittee's property insurance policy.

7.9. Coverage. At a minimum, Permittee shall carry all policies and coverages required in the CPUC Decision and any subsequent CPUC Rule or state or federal statute, or applicable local ordinance.

8. DEPOSIT

8.1. Amount of Deposit. Upon execution of this Permit, Permittee will deliver to Director a security deposit (the "Deposit") equal to the minimum Deposit amount specified in the Permit Application. As this Permit is part of the Pilot Program, the Airport Director has set an estimated Deposit as a basis for the Permit Application. The Director may, at his sole discretion, adjust the Deposit amount at any time after three months from the date the Permit is issued to establish a Deposit amount approximately equal to two months of the Monthly Permit Fee.

8.2. Form of Deposit. Such Deposit shall be in the form of: (a) a surety bond payable to City, naming City as obligee, and otherwise in form satisfactory to the City Attorney, and issued by a surety company satisfactory to Director; or (b) a letter of credit naming City as beneficiary, and otherwise in form satisfactory to the City Attorney, issued by a bank satisfactory to Director. With Director's consent, Permittee shall be permitted to submit as a Deposit a treasury bond, a certificate of deposit, or a certified check, or a credit card, all in form satisfactory to Director, in the Deposit Amount, to the extent the same is permitted by Commission policy. Such Deposit shall be reviewed and adjusted in the event this Permit is extended beyond the specified term, all at Permittee's cost, such that at all times, the Deposit is equal to the higher of (i) the minimum Deposit Amount specified in the Permit Application or (ii) six (6) months of Monthly Permit Fees estimated by Director. Such bond or letter of credit shall be kept in full force and effect at all times to ensure the faithful performance by Permittee of all covenants, terms, and conditions of this Permit, including payment of Monthly Permit Fees. Permittee shall cause the surety company or bank issuing such bond or letter of credit to give Director notice in writing by registered mail at least forty-five (45) days prior to the expiration date of such bond or letter of credit of its intention not to renew said bond or letter of credit.

8.3. Use of Deposit. If Permittee fails to pay a Monthly Permit Fee or otherwise defaults with respect to any provision of this Permit, City may use, apply or retain all or any portion of the Deposit for the payment of a Monthly Permit Fee or other charge in default or for the payment of any other sum to which City may become obligated by reason of Permittee's default or to compensate City for any loss or damage which City may suffer thereby. If City so uses or applies all or any portion of the Deposit, Permittee, within ten (10) days after demand therefor, shall deposit other security acceptable to Director with City in an amount sufficient to restore the Deposit to the full amount thereof. In the event the surety company or bank declines to renew or elects to cancel the bond or letter of credit comprising the Deposit, Permittee shall, at least fifteen (15) days prior to the expiration or cancellation date thereof, replace such bond or letter of credit with another bond or letter of credit. If Permittee fails to do so, City may, without notice to Permittee, draw on the entirety of the Deposit and hold the proceeds thereof as security hereunder. City shall not be required to keep the Deposit separate from its general accounts. If Permittee performs all of Permittee's obligations hereunder, the Deposit, or so much thereof as has not theretofore been applied by City, shall be returned, without payment of interest or other increment for its use, to Permittee (or, at City's option, to the last assignee, if any, Permittee's interest hereunder) upon the revocation or termination of this Permit. No trust relationship is created herein between City and Permittee with respect to the Deposit.

9. DEFAULT; REMEDIES

9.1. Event of Default. The occurrence of any one or more of the following events shall constitute a material breach of this Permit and an “Event of Default”:

- (a) Permittee shall fail duly and punctually to pay Monthly Permit Fees, or to make any other payment required under this Permit, when due to City, and such failure shall continue beyond the date specified in a written notice of such breach or default from Director, which date shall be no earlier than the third day after the effective date of such notice. Notwithstanding the foregoing, in the event there occur two defaults in the payment of Monthly Permit Fees or other payment under this Permit, Permittee shall not be entitled to, and City shall have no obligation to give, notice of any further defaults in the payment of Monthly Fees or other payment. In such event, there shall be deemed to occur an “Event of Default” immediately upon Permittee’s failure to duly and punctually pay Monthly Fees or other payment due under this Permit; or
- (b) Permittee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property; or
- (c) A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, is filed against Permittee and is not dismissed within thirty (30) days after the filing thereof; or
- (d) A Transfer occurs without the prior approval of the City (Section 5); or
- (e) Permittee fails to provide the Deposit within five (5) days after the Reference Date or fails to maintain in full such Deposit at all times while the Permit is in effect, and such failure shall continue for a period of more than three days after delivery by Director of written notice of such failure; or
- (f) Permittee fails to obtain and maintain the insurance required under this Permit, or provide copies of the policies or certificates to City; or
- (g) Permittee fails to keep, perform and observe each and every other promise, covenant and agreement set forth in this Permit, and such failure continues for a period of more than three days after delivery by Director of a written notice of such failure (the “First Notice”); or if satisfaction of such obligation requires activity over a period of time, if Permittee fails to commence the cure of such failure within three days after receipt of the First Notice, or thereafter fails to diligently prosecute such cure, or fails to actually cause such cure within one hundred twenty (120) days after the giving of the First Notice; or
- (h) During the course of transporting passengers to the Airport, Permittee, TNC Drivers, Permittee’s employees or independent contractors engage in criminal activity; or
- (i) A default occurs under any other agreement between Permittee and City, including the Other Agreements, if any, and such default is not cured as may be provided in such

agreement; provided, however, that nothing herein shall be deemed to imply that Permittee shall be entitled to additional notice or cure rights with respect to such default other than as may be provided in such other agreement.

9.2. Remedies. Upon the occurrence and during the continuance of an Event of Default, City shall have the following rights and remedies in addition to all other rights and remedies available to the City under this Permit, at law, or in equity:

(a) City may elect in its sole discretion to increase the Deposit in an amount equal to six months of Monthly Permit Fees as determined by the Airport and/or require prepayment of Monthly Permit Fees. The City will set the amount of the prepayment based on the highest previous Monthly Permit Fee plus any other fines and charges due under this Permit, which amounts shall be due in full prior to further operations under this Permit;

(b) City may elect to terminate this Permit; and

(c) City may elect to terminate any other agreement between Permittee and City, including the Other Agreements, if any. Nothing in this Section shall be deemed to limit City's right to revoke this Permit as provided in Section 2 [Commencement Date; Revocation] of this Permit.

9.3. City's Right to Perform. All agreements and provisions to be performed by Permittee under any of the terms of this Permit shall be at its sole cost and expense and without any abatement of Monthly Permit Fees. If Permittee shall fail to pay any sum of money, other than Monthly Permit Fees, required to be paid by it hereunder, or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for ten (10) days after notice thereof by City, City may, but shall not be obligated to do so, and without waiving or releasing Permittee from any obligations of Permittee, make any such payment or perform any such other act on Permittee's part to be made or performed as provided in this Permit. All sums so paid by City and all necessary incidental costs shall be payable to City on demand.

9.4. Cumulative Rights. The exercise by City of any remedy provided in this Permit shall be cumulative and shall in no way affect any other remedy available to City under law or equity.

9.5. Fines.

(a) As provided in the Airport Rules and Regulations, the Airport may impose or levy fines against Permittee, and/or TNC Drivers, for engaging in prohibited conduct. Specific fines for specific prohibited conduct are described in the Rules and Regulations.

(b) If Permittee defaults under any of the Permit terms specified below, City may elect to impose administrative fines described below on the basis of per violation:

///

Violation	Section	Fine
Failure to adhere to transportation requirements	3	\$200
Failure to Pay Monthly Permit Fees	4	\$100
Failure to provide required reports	4	\$100
Failure to maintain required insurance certificates	7	\$100
Failure to accurately report a TNC Trip	4	\$300
Engaging in other prohibited activities	3	\$100

City's right to impose the foregoing fines shall be in addition to and not in lieu of any and all other rights hereunder, in the Airport Rules and Regulations, or at law or in equity. City shall have no obligation to Permittee to impose fines on or otherwise take action against any other permittee or tenant at the Airport.

THE PARTIES ACKNOWLEDGE AND AGREE THAT A VIOLATION OF ANY OF THE ABOVE TERMS SHALL RESULT IN CITY INCURRING DAMAGES WHICH ARE IMPRACTICAL OR IMPOSSIBLE TO DETERMINE. THE PARTIES AGREE THAT THE ABOVE FINES ARE A REASONABLE APPROXIMATION OF SUCH DAMAGES.

10. HAZARDOUS MATERIALS

10.1. Definitions. As used herein, the following terms shall have the meanings hereinafter set forth:

- (a) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.
- (b) "Hazardous Materials" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and any materials listed in the Airport's Terminal Improvement Guide.

(c) "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or any property.

10.2. Permittee's Covenants. Neither Permittee nor any TNC Driver nor Permittee Entity shall cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport.

10.3. Environmental Indemnity. Permittee shall indemnify, defend, and hold harmless City from and against any and all Losses arising during or after the term of this Permit as a result of or arising from: (a) a breach by Permittee of its obligations contained in the preceding Section 10.2, or (b) any Release of Hazardous Material from, in, on or about the Airport caused by the act or omission of Permittee, TNC Drivers or any Permittee Entity.

10.4. Environmental Audit. Upon reasonable notice, Director shall have the right but not the obligation to conduct or cause to be conducted by a firm acceptable to City, an environmental audit or any other appropriate investigation of Permittee's operations for possible environmental contamination issues. Permittee shall pay all costs associated with said investigation in the event such investigation shall disclose any Hazardous Materials contamination as to which Permittee is liable hereunder.

11. CITY AND OTHER GOVERNMENTAL PROVISIONS

11.1. Charter. The terms of this Lease shall be governed by and subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco.

11.2. Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco urges contractors not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood or virgin redwood product.

11.3. No Representations. Permittee acknowledges and agrees that neither City nor any person on behalf of City has made, and City hereby disclaims, any representations or warranties, express or implied, regarding the business venture proposed by Permittee at the Airport, including any statements relating to the potential success or profitability of such venture. Permittee represents and warrants that it has made an independent investigation of all aspects of the business venture contemplated by this Permit.

11.4. Limitation on Damages. Notwithstanding anything to the contrary herein, in no event will City or any City Entity is liable to Permittee or any Permittee Entity for any consequential, incidental, or special damages, or lost revenues or lost profits.

11.5. Sponsor's Assurance Agreement. This Permit shall be subordinate and subject to the terms of any "Sponsor's Assurance Agreement" or any like agreement heretofore or hereinafter entered into by City and any agency of the United States of America.

11.6. Federal Nondiscrimination Regulations. Permittee understands and acknowledges that City has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A - Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to City for certain Airport programs and activities, and that City is required under said Regulations to include in every agreement or concession pursuant to which any person or persons other than City, operates or has the right to

operate any facility on the Airport providing services to the public, the following covenant, to which Permittee agrees as follows: "Permittee in its operation at and use of San Francisco International Airport, covenants that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the grantee, licensee, permittee, etc., shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended."

11.7. Federal Affirmative Action Regulations. Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Permittee assures that it will require that its covered sub-organizations provide assurances to Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

11.8. Nondiscrimination Requirements. In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), height or weight against any employee of, any City Employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee. Permittee shall include in any subcontracts permitted hereunder a non-discrimination clause applicable to the subcontractor in substantially the form of this Section 11.8.

11.9. Conflict of Interest. Permittee states that it is familiar with the provisions of Paragraph 15.103 of the City's Charter; Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code and Paragraph 87100 et seq. and Paragraph 1090, *et seq.* of the Government Code of the State of California and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Permit.

11.10. Declaration Regarding Airport Private Roads. Permittee hereby acknowledges and agrees that all roads existing at the date of execution hereof within the boundaries of the Airport, as shown on the current official Airport plan and as it may be revised, are the private property and private roads of the City and County of San Francisco, with the exception of that portion of the old Bayshore Highway which runs through the southern limits of the City of South San Francisco and through the northern portion of the Airport to the intersection with the North Airport Road as shown on said Airport Plan, and with the exception of that portion of the North Airport Road which runs from the off and on ramps of the State Bayshore Freeway to the intersection with said old Bayshore Highway as shown on said Airport Plan. It further

acknowledges that any and all roads hereafter constructed or opened by City within the Airport boundaries will be the private property and road of City, unless otherwise designated.

11.11. Drug-Free Workplace. Permittee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on City premises. Any violation of this prohibition by Permittee, TNC Driver or any Permittee Entity shall constitute a default hereunder.

11.12. Compliance with Americans With Disabilities Act. Permittee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity, whether directly or through a contractor, must be accessible to the disabled public. Permittee shall provide the services specified in this Permit in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Permittee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Permit and further agrees that any violation of this prohibition on the part of Permittee, its employees, agents or assigns shall constitute a material breach of this Permit.

11.13. Pesticide Prohibition. Permittee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage, and (iii) require Permittee to submit to the Director an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Premises during the term of this Permit, (b) describes the steps Permittee will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (c) identifies, by name, title, address, and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. In addition, Permittee shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

11.14. Airport Intellectual Property. Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. No proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Director's prior written consent.

12. GENERAL PROVISIONS

12.1. Notices. Except as otherwise specifically provided in this Permit, any notice, demand, or other correspondence given under this Permit shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or Express Mail, return receipt requested, with postage prepaid, to: (a) Permittee at Permittee's Notice Address; or (b) City at City's Notice Address; or (c) such other address as either Permittee or City may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received and effective two (2) days after the date when it is mailed, if sent by first-class, certified mail; one day after the date when it is mailed if sent by Express Mail; or upon the date personal delivery is made. For convenience of the parties, copies of notices may

also be given by facsimile to the number set forth in the Summary or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

12.2. No Implied Waiver. No failure by either party to insist upon the strict performance of any obligation of the other party under this Permit or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such term, covenant or condition. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver.

12.3. Entire Agreement. The parties intend that this Permit (including all of the attached exhibits, which are made a part of this Permit) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Permit shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Permit.

12.4. Amendments. Except as specifically provided herein, neither this Permit nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

12.5. Interpretation of Permit. The captions preceding the articles and sections of this Permit have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Permit. This Permit has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Permit. Provisions in this Permit relating to number of days shall be calendar days. Use of the word "including" shall mean "including, without limitation." References to statutes, sections, ordinances or regulations are to be construed as including all statutory, ordinance, or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section, ordinance or regulation.

12.6. Successors and Assigns. Subject to the provisions of Section 5 [Assignment], the terms, covenants and conditions contained in this Permit shall bind and inure to the benefit of Permittee and City and, except as otherwise provided herein, their personal representatives and successors and assigns.

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

12.8. No Joint Venture. It is expressly agreed that City is not, in any way or for any purpose, a partner of Permittee in the conduct of Permittee's business or a member of a joint enterprise with Permittee, and does not assume any responsibility for Permittee's conduct or performance of this Permit.

12.9. Severability. If any provision of this Permit or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Permit shall be valid and be enforceable to the full extent permitted by law.

12.10. Governing Law. This Permit shall be construed and enforced in accordance with the laws of the State of California.

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

12.12. Joint and Several Liability. The liabilities hereunder of the entities and/or person(s) comprising Permittee shall be joint and several.

12.13. Authority. If Permittee signs as a corporation, a limited liability company, or a partnership, each of the persons executing this Permit on behalf of Permittee does hereby covenant and warrant that Permittee is a duly authorized and existing entity, that Permittee has and is duly qualified to do business in California, that Permittee has full right and authority to enter into this Permit, and that each and all of the persons signing on behalf of Permittee are authorized to do so. Upon City's request, Permittee shall provide City evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

12.14. Counterparts. This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Permit as of the Reference Date.

PERMITTEE: _____,

dba: _____

By: _____

Name (Print): _____

Title: _____

CITY AND COUNTY OF SAN FRANCISCO
AIRPORT COMMISSION

BY: _____

JOHN L. MARTIN, Airport Director

Recommended:

By: _____

Abubaker Azam
Assistant Deputy Airport Director
Operations – Airport Services

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____

Deputy City Attorney

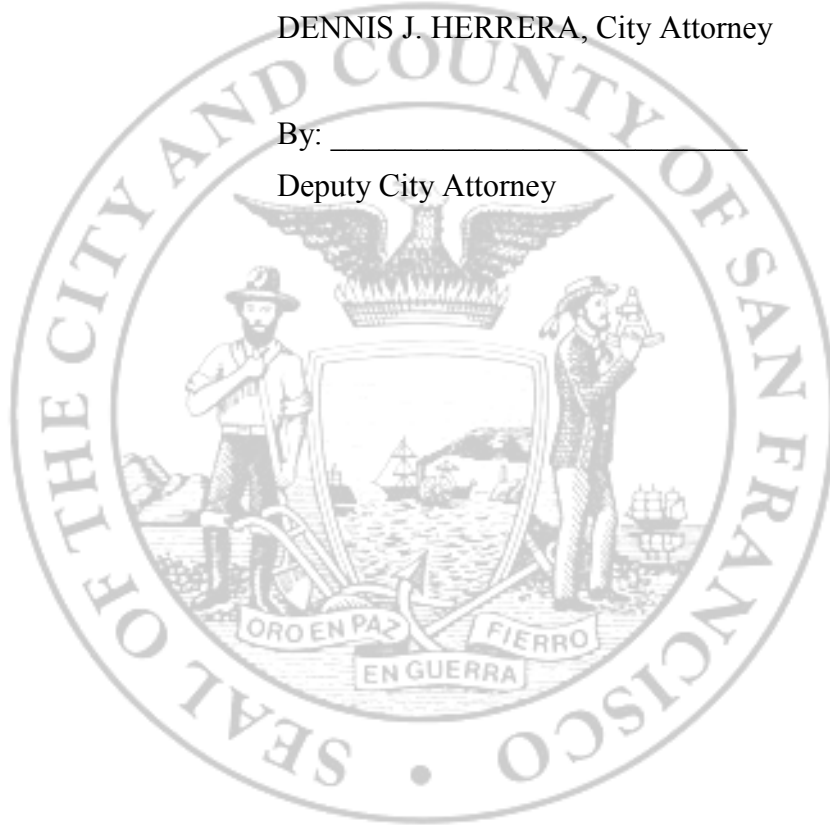


EXHIBIT A
Designated Areas of Operation

Passenger Drop-Offs

Passenger Pick-Ups

Domestic Terminals:

Domestic Terminals:

Terminal curb White zones
on Level 2 (Departures).

Not Authorized

Active unloading only.

TNC vehicles are not
allowed to stage at the curb.

International Terminal:

International Terminal:

Terminal curb White zones
on Level 3 (Departures).

Not Authorized

Active unloading only.

TNC vehicles are not
allowed to stage at the curb

