

GROUND TRANSPORTATION RULES AND REGULATIONS
MONTROSE REGIONAL AIRPORT

Montrose, Colorado

Revision Date: 1/22/01

Table of Contents.....2-3

I. Definitions

- 1.1 Airport Administration.....4
- 1.2 Commercial Vehicle.....4
- 1.3 Courtesy Vehicle.....4
- 1.4 Employee and/or Independent Contractor Drivers.....4
- 1.5 Bus.....4
- 1.6 Large Bus.....4
- 1.7 Person.....4
- 1.8 Provider.....4
- 1.9 Small Bus.....4
- 1.10 Solicitation.....4
- 1.11 Taxi.....4
- 1.12 Terminal.....5

II. Use of Airport Facilities

- 2.1 Grant of Exclusive Use.....5
- 2.2 Grant of Non-Exclusive Use.....5
- 2.3 Right of Ingress and Egress.....5
- 2.4 Limitation on Use.....6

III. Obligations of Provider

- 3.1 Payment of Fees.....6
- 3.2 Terms and Conditions of Payment.....7
- 3.3 Insurance.....7
- 3.4 Indemnification of Airport and Montrose County.....7
- 3.5 Parking and Operation of Vehicles.....7
- 3.6 Provision of Information.....8
- 3.7 Rate Cards.....8
- 3.8 Conduct and Qualification of Employees.....8
- 3.9 Registration of Commercial Vehicles.....9

IV. Termination, Surrender and Damages

- 4.1 Termination by Provider.....10
- 4.2 Termination or Suspension by Airport or Montrose County.....10
- 4.3 Delayed Termination or Suspension.....10

V. Miscellaneous

- 5.1 Subordination.....11
- 5.2 Non-Discrimination.....11
- 5.3 Headings.....11
- 5.4 Non-Waiver.....11
- 5.5 Modification of Rules and Regulations.....11
- 5.6 Incident Report.....11

Vehicle Registration Sheet, Attachment 1.....12
Authorized Driver Listing, Attachment 2.....13
Incident Report Form, Attachment 3.....14

**GROUND TRANSPORTATION RULES AND REGULATIONS
MONTROSE REGIONAL AIRPORT**

I. DEFINITIONS

- 1.1 “Airport Administration” shall mean a member of management of the Montrose Regional Airport or any individual designated by the Airport Administration to act in his/her behalf, including designated Ground Transportation Coordinators.
- 1.2 “Commercial Vehicle” shall mean any vehicle that provides for the carriage of persons and property to and from the Airport for which the passenger, either directly or indirectly, pays a charge, excluding rental vehicles driven by the consumer.
- 1.3 “Courtesy Vehicle” shall mean a vehicle, regardless of size, which regularly carries persons between the Airport and off Airport locations for which no charge is paid directly by passenger.
- 1.4 “Employee” and/or “Independent Contractor Driver” shall mean any employee, independent contractor driver, officer, or director of a Provider, or any other individual who operates a Commercial Vehicle or provides other service at the Airport for a Provider, and includes an individual Provider.
- 1.5 “Bus” shall mean any vehicle that provides for the carriage of persons and property to and from the Airport designed to carry 26-40 passengers.
- 1.6 “Large Bus” shall mean any vehicle that provides for the carriage of persons and property to and from the Airport designed to carry in excess of 40 passengers.
- 1.7 “Person” shall mean any individual, partnership, corporation, joint venture, or other legal entity.
- 1.8 “Provider” shall mean the owner or operator of a Commercial Vehicle. Corporations, partnerships, and other entities controlled by the same individual or group of individuals shall, for purposes of the Policy, be considered to be a single Provider. The actions and omissions of all employees, independent contractor driver, officers, directors, and agents of a Provider shall be deemed to be the acts or omissions of the Provider. Whenever an obligation, condition or requirement applies to a Provider, it shall apply equally to the Provider’s employees, officers, directors and agents.
- 1.9 “Small Bus” or “Van” shall mean a vehicle designed to carry 26 or fewer passengers.

- 1.10 “Solicitation” shall mean communication or attempted communication for the purpose of encouraging a potential customer to engage a Provider for transportation in a Commercial Vehicle. Solicitation includes, but is not limited to, distribution of handbills, mime and oral communication, and the display of signs by drivers in the terminal building.
- 1.11 “Taxi” shall mean a chauffeur-driven vehicle for hire having a capacity of eight passengers or less and which operates on demand over routes determined by the destination of the passenger.
- 1.12 “Terminal” shall mean the passenger terminal building at the Airport for scheduled air carriers.

II. USE OF AIRPORT FACILITIES

- 2.1 Grant of Exclusive Use. Subject to terms, limitations and conditions of, and to the extent Provider is authorized by an executed Agreement, Terminal Franchises have the right to do business within and upon the Airport facilities designated and leased by the same.
- 2.2 Grant of Non-Exclusive Use. Subject to the terms, limitations and conditions of, and to the extent Provider is authorized by an executed Agreement to operate a class or classes of Commercial Vehicles at the Airport, Provider is granted the use, in common with others similarly authorized, of the non-exclusive loading, unloading, and parking areas by reference to the Parking Area Layout Plan (the “Layout”), additional copies of which can be obtained through the Airport Administration Office.

2.2.1 Rental cars shall be parked only in assigned spaces or within the designated gravel lot at the north end of the Terminal driveway. Employees of rental car companies may drive a rental car to the front curb to pick up the customer, abiding by the 5-minute limitation. At no time is a rental car to be left unattended at the front curb.

2.2.2 All ground transportation vehicles shall unload passengers only in the areas designated “Ground Transport Drop-Off”. The 5-minute” area on the curb may be used up to twenty feet (20’) past the south entry doors if, and only if, that curb space is otherwise completely empty of non-commercial traffic.

All ground transportation vehicles shall load passengers only in the areas designated “Ground Transport Pick-up”.

Ground transportation vehicles may be stopped no more than two (2) deep, parallel to the curb, but may, if no impedance is made to traffic, back to the curb at a 45° angle. At no time is any ground transportation vehicle to be left unattended at the front curb. An exception will be made, only on a pre-

arranged basis with the Airport Administration, for assisting handicapped or elderly persons with baggage. If at any time the designated curbside areas are already at maximum capacity, ground transportation vehicles may utilize the Southwest edge of the Gravel Lot designated as "Employee Parking" for a time period not to exceed two (2) hours.

2.3 Right of Ingress and Egress. Provider, its employees, independent contractor drivers, and customers, shall have at all times the right of ingress to and egress from the spaces designated for their use over the access routes set forth on the Layout.

2.4 Limitation on Use.

2.4.1 Provider's use of the Airport authorized and granted herein shall be limited to the operation of a ground transportation service for the carriage of persons and property.

2.4.2 Each Provider must have in force an executed Agreement; no Provider shall be allowed to sublease or do business through another Provider or Terminal Franchise.

2.4.3 Each Provider shall have the right at their option and expense to advertise within the facility and provide phone board service for their customers through the Airport's designated agent.

2.4.4 Provider's use of the Airport or any portion thereof, including exclusive use spaces, may be temporarily restricted by the Airport Administration to the extent the administration deems necessary to protect or enhance public health or safety, in the event of emergency or as necessary for security.

III. OBLIGATIONS OF PROVIDER

3.1 Payment of Fees. Provider agrees to pay the County fees for the uses, services, and privileges granted hereunder, according to the following schedule:

3.1.1 Terminal Franchises:

-shall pay the appropriate rent as set forth in an executed Lease Agreement with the County.

3.1.2 Curb Permit Franchises:

-are required to pay in advance on an annual basis as follows:

A. \$500.00 per taxi per year (defined in paragraph 1.11)

B. \$700.00 per van per year (defined in paragraph 1.9)

C. \$900.00 per bus per year (defined in paragraphs 1.5 and 1.6)

-are required to pay on a monthly basis 10% of all yearly gross income*.

3.1.3 Special Events: Special Event permits are available for Providers who wish to operate a bus or large bus at the Montrose Regional Airport on a very limited basis (i.e. diversion of flights, charters, etc.), pursuant to a written agreement between the Provider and the county. The fee for each single trip shall be paid at the rate of \$100.00 per vehicle.

3.1.4 Off-site car rentals:

-are required to pay as follows:

A. \$500.00 per year permit fee.

B. 15% of all yearly gross income*, payable on a monthly basis.

3.1.5 Courtesy Vehicles: Lessee's agents may, if utilizing the paid parking lot, enter the terminal and stand within twenty feet (20') of the north entry doors to display a sign bearing only the name(s) of the passenger(s). Arriving passengers may locate their assigned agent and escort them back to the baggage claim area to assist with baggage identified by passenger as their own; Lessee's agents may not wait for passengers within the baggage claim area. Solicitation of passengers is not allowed. At not time is any ground transportation vehicle to be left unattended at the front curb. An exception will be made, only on a pre-arranged basis with the Airport Administration, for assisting handicapped or elderly persons with baggage. Courtesy vehicle companies utilizing Montrose Regional Airport are required to provide proof of insurance upon request, complete a curb permit agreement annually, and pay an annual fee of \$500.00 to operate vehicles at the facility.

*Gross sales are defined as time and mileage revenues for car rental franchises, and in all other cases, the aggregate gross selling price of all goods and services and receipts of all transactions, at, from, within or from any part of the Airport facility.

3.2 Terms and Conditions of Payment.

3.2.1 All annual fees due the Airport under Paragraph 3.1.1 through 3.1.5 above shall be paid by the Provider at the time of execution of an Agreement.

3.2.2 All monthly fees due the Airport under Paragraph 3.1.1 through 3.1.5 above shall be submitted by Provider, along with a statement detailing information on the number, destination and/or origin of passengers transported to and from the Airport, by the 10th day of the month for each preceding month throughout the Term. A statement must be submitted by the 10th day of each month even if the income from operations at the Airport is \$0.00 (zero dollars).

3.3 Insurance. Provider shall have the obligation to insure, at Provider's expense for general public liability with liability limits of at least \$100,000 single limit per person and \$300,000 (\$500,000 for Bus with 20 passenger or greater capacity) single limit per occurrence for bodily injury and, separately, \$25,000 single limit for property damage, with respect to Provider's use of each vehicle operated at the Airport, Said policy shall

include an endorsement covering the indemnity owed by Provider to the Airport under this Agreement. Provider shall, at the Airport Administration's request, furnish current certificates of insurance to the Airport.

3.4 Indemnification of Airport and Montrose County. Provider agrees to indemnify the Airport and Montrose County against all liability for injuries to persons or damage to property caused by Provider's negligent operations to, from and at the Airport, other than injuries or damage caused by the gross negligence or willful misconduct of the Airport.

3.5 Parking and Operation of Vehicles. Provider agrees to observe the following requirements with respect to parking and operation of Commercial Vehicles at the Airport:

3.5.1 Provider shall not park Commercial Vehicles at the Airport overnight, unless specifically authorized by agreement with the Airport Administration in pre-arranged specific areas.

3.5.2 Provider shall load and unload passengers and property and shall park Commercial Vehicles only in areas designated for that class of Commercial Vehicle and for Provider's use.

3.5.3 Reservations may be picked up out-of-turn by taxis as long as the taxi driver has the name(s) of the arriving passenger(s), and there is sufficient time and space to load passenger(s) without obstructing traffic.

3.5.4 Provider shall adhere to traffic laws, posted signs, and pavement markings.

3.5.5 Commercial Vehicles shall not be left unattended in loading and unloading spaces except as may be necessary to assist a passenger with baggage (which shall only be with prior authorization from Airport Administration pursuant to Paragraph 2.1.2).

3.5.6 Provider/Employee shall not operate any Commercial Vehicle to, at, or from the Airport which is unsafe or which fails to meet safety standards applicable to such vehicle.

3.5.7 Provider shall at all times obey the lawful instructions of the Airport Administration with respect to the loading, unloading, parking and operation of Commercial Vehicles upon the Airport and the conduct of Employees and/or Independent Contractor Drivers at the Airport.

3.6 Provision of Information. Provider shall submit to the Airport Administration, upon request, copies of current city, county, state or other permits and insurance pertaining to transportation of passengers and/or freight.

- 3.7 Rate Cards. Provider will cause a rate card to be posted and displayed in each commercial vehicle at all times when it is being operated to, at or from the Airport. The rate card shall be in a reasonable form and posted in a location determined by the Airport Administration or by other applicable governing entity.
- 3.8 Conduct and Qualification of Employees and/or Independent Contractor Drivers.
- 3.8.1 Provider shall make all Employees and/or Independent Contractor Drivers aware of Provider's responsibilities under these Rules and Regulations and its executed Agreement.
- 3.8.2 Provider and its Employees and/or Independent Contractor Drivers shall not engage in solicitation other than allowed by their contract at the Airport. The Provider and its Employees and/or Independent Contractor Drivers are expressly forbidden from engaging in any form of solicitation with individuals or groups other than the pre-arranged reservation and shall not loiter in the Terminal or its environs nor enter the security screening or baggage areas. A driver may utilize the restroom facilities of the Airport, while abiding by all other Rules and Regulations. During such time, ground transportation vehicles may utilize the Southeast edge of the Gravel Lot designated as "Employee Parking".
- 3.8.3 Only Employees and/or Independent Contractor Drivers who are properly licensed and qualified with respect to the Commercial Vehicle operated shall be permitted by Provider to operate such vehicle upon the Airport. Provider shall submit to Airport Administration its list of authorized drivers (see Attachment 2); any changes to this list must be submitted within five (5) days of the change. This listing must be submitted with the executed Agreement.
- 3.8.4 Employees and/or Independent Contractor Drivers shall at all times have a neat, clean and modest appearance. Clothing shall include shoes and shirts and may bear reasonable insignia indicating affiliation with Provider.
- 3.8.5 Employees and/or Independent Contractor Drivers of Providers may not meet reservations at baggage pickup area, airline counter, or any other area than that specified by the Airport Administration.
- 3.8.6 At the discretion of Airport Management, first time violators of the above rules and regulations will be prohibited from conducting further business at Montrose Regional Airport for a period of 30 days. Second time or habitual violators may be permanently barred from conducting business at the Montrose Regional Airport. This may be applied to either an individual driver or to a Provider as a whole.

- 3.8.7 Provider shall ensure that all Employees and/or Independent Contractor Drivers attend orientation sessions that the Airport Administration may schedule from time to time.
- 3.8.8 Provider and its Employees and/or Independent Contractor Drivers shall at all times obey the lawful instructions of the Airport Administration with respect to the loading, unloading, parking and operation of Commercial Vehicles upon the Airport, and the conduct of Employees and/or Independent Contractor Drivers at the Airport.

3.9 Registration of Commercial Vehicles.

- 3.9.1 Provider agrees to register with the Airport Administration each Commercial Vehicle it utilizes in providing service at the Airport, and not to use any unregistered vehicle to provide such service (see Attachment 1). This registration must be submitted with the executed Agreement.
- 3.9.2 Provider agrees that prior to using at the Airport any Commercial Vehicle not registered above, said vehicle will be brought to the Airport for category determination and registration by the Airport Administration.
- 3.9.3 Provider must submit written notice of change of registration of vehicles to the administration office within 10 days of change.
- 3.9.4 At the discretion of the Airport Administration, decals may be issued by the Airport Administration that shall be displayed at all times in the lower right hand corner of the front windshield of each Commercial Vehicle operating at the Airport that does not display a current decal, without Airport Administration's prior approval.
- 3.9.5 Each Commercial Vehicle operated at the Airport, with the exception of "luxury limos" shall bear a sign that clearly discloses the identity of Provider or of a trade name under which Provider does business at the Airport.

IV. TERMINATION, SURRENDER AND DAMAGES

- 4.1 Termination by Provider. Provider may terminate its executed Agreement by providing written notice to the Airport. Termination shall not entitle Provider to a refund of fees paid in advance.
- 4.2 Termination or Suspension by Airport or Montrose County.
 - 4.2.1 If Provider fails to make any payment due hereunder within ten (10) days after notice of the overdue payment is sent to Provider at the address set forth

- for Provider, Airport may, at its option, and in addition to other remedies, terminate the executed Agreement with Provider.
- 4.2.2 The Airport shall have the right to terminate any Agreement in the event of the appointment of receiver of Provider's assets or the default by Provider in the performance of any covenant or agreement herein required to be performed by Provider other than the payment of money, and the failure of Provider to remedy such default for a period of twenty (20) days after receipt from Airport of written notice to remedy the same.
- 4.2.3 Notwithstanding the provisions of paragraph 4.2.2 above, if Provider fails to observe its obligations under Paragraphs 3.5.1 through 3.5.7 of these Rules and Regulations or any written Agreement between the parties, the Airport, through the Airport Administration may:
- 4.2.3.1 Issue written warnings to the Provider;
 - 4.2.3.2 Suspend, by written order, the Provider's authority under this Agreement to operate to, from and upon the Airport for any period of up to 30 days for each such violation, or;
 - 4.2.3.3 Suspend, by written order, an Employee's and/or Independent Contractor Driver's authority to operate a commercial vehicle to, from and upon the Airport for any period of up to 30 days for each such violation, or;
 - 4.2.3.4 Terminate by written order, the Provider's authority under this agreement to operate from and upon the Airport for multiple violations within the same contract year.
- 4.3 Delayed Termination or Suspension. In the event of default by Provider, the Airport Administration in his/her discretion may impose termination or suspension of authority immediately, as set forth in Section 5.1 above, or delay such suspension or termination for imposition during the next period in which Airport enplanements again approximate the period during which the violation(s) occurred. Violations and defaults under this Agreement may be considered by the Airport Administration in imposing suspensions or termination under any successor agreement.

V. MISCELLANEOUS

- 5.1 Subordination. These Rules and Regulations are expressly subject to the terms and conditions of all applicable federal, state and local laws, rules and regulations.
- 5.2 Non-Discrimination. The Provider, in operations at and use of the Airport, shall not, on the grounds of race, color, national origin or sex, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable law. The Provider shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964.

- 5.3 Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- 5.4 Non-Waiver. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of these Rules and Regulations shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.
- 5.5 Modification of Rules and Regulations. These Rules and Regulations may be altered, modified, or changed at the discretion of the Airport Administration. If any change is made herein, notification will be sent to all current Permit Holders.
- 5.6 Incident Report. Employees and/or Independent Contractor Drivers of a Provider may submit a written account to the Airport Administration of rule violations or ethical, professional, or safety issues (see Attachment 3).

**ATTACHMENT 1
MONTROSE REGIONAL AIRPORT
VEHICLE REGISTRATION SHEET**

	MAKE	CLASSIFICATION	CAPACITY	TAG NO.
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

PROVIDER: _____

BY (NAME/TITLE): _____ **DATE:** _____

**ATTACHMENT 2
MONTROSE REGIONAL AIRPORT
AUTHORIZED DRIVER LIST**

PLEASE PRINT OR TYPE NAMES

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

13.

14.

15.

PROVIDER: _____

BY (NAME/TITLE): _____

DATE: _____

**ATTACHMENT 3
MONTROSE REGIONAL AIRPORT
INCIDENT REPORT FORM**

Date _____ Page _____ of _____

Location of Occurrence _____

Date and Time Incident Occurred _____

Type of Incident _____

Reporting Party (Witness)

Name _____

Company Affiliation _____

Business Phone _____ Home Phone _____

Description of Incident: _____

Signature _____ Date _____