



February 2023

**Welcome to the Port of Seattle!**

Attached is the Charter Bus Operating Agreement packet for the Port of Seattle. Please submit the following documents in order for your company to be in compliance to operate at Seattle-Tacoma International Airport in Seattle, Washington.

- Charter Bus Operating Agreement
- Current Certificate of Insurance (See agreement for specific requirements).
- Vehicle Registration for each vehicle showing the Vehicle Identification Number (VIN) and vehicle license plate number.
- The dimension of each vehicle including weight, height and overall dimension, including a unique vehicle number (if so designated in your operation) for each vehicle.
- Completed Information Form
- Authorize with the U.S. Department of Transportation Federal Motor Coach Carrier Safety Administration (FMCSA).

Below are methods in which you may submit your agreement and documents:

**Mail:** Port of Seattle  
Attn: GT Krista  
PO Box 68727  
Seattle, WA 98168

**Email:** [crosby.k@portseattle.org](mailto:crosby.k@portseattle.org) and [anderson.j2@portseattle.org](mailto:anderson.j2@portseattle.org)

Each time your company picks up passengers we charge a fee. An invoice will be mailed to the company for payment the month after the trip(s) is completed. Please note, we do not charge a fee to submit the agreement paperwork nor for dropping off passengers.

We appreciate the opportunity to work with you and cooperation in this effort.

Krista Crosby  
Landside Billing Specialist  
206 787-7112

JJ Anderson  
GT Controller-Lead  
206 787-7143



[www.portseattle.org/page/ground-transportation-commercial-operators](http://www.portseattle.org/page/ground-transportation-commercial-operators) provides information, construction notices, operating directions and requirements. Or [www.portseattle.org](http://www.portseattle.org) click on each to find the GT operator's specific page: SEA Airport → Ground Transportation → Commercial Ground Transportation Operators (for Commercial Operators Only).



March 15, 2023

To: All Ground Transportation Operators

Subject: Notification of New Operating Agreement Requirements

We are writing to notify All Ground Transportation Operators of a requirement to renew your airport operating agreements. While significant changes are not included in the new agreement, we encouraged to carefully review the documents to ensure a full understanding of your obligations.

Pursuant to our requirements to operate at SeaTac Airport, you **must sign and submit new agreements no later than Friday, April 28, 2023**. New agreement packets will be distributed and emailed or mailed to all current operators.

<b>Online</b>	<a href="http://www.portseattle.org/page/ground-transportation-commercial-operators">www.portseattle.org/page/ground-transportation-commercial-operators</a> or <a href="http://www.portsesattle.org">www.portsesattle.org</a> click on each to find the GT operator's specific page: SEA Airport → Ground Transportation → Commercial Ground Transportation Operators (for Commercial Operators Only).
<b>Office</b>	Ground Transportation Office located on the 3 <sup>rd</sup> floor airport parking garage.

Below are methods in which you may **submit** your new agreement:

<b>Email</b>	<a href="mailto:anderson.j2@portseattle.org">anderson.j2@portseattle.org</a> (JJ Anderson) and <a href="mailto:crosby.k@portseattle.org">crosby.k@portseattle.org</a> (Krista Crosby)
<b>Mail</b>	Port of Seattle Attn: Ground Transportation / Agreement PO Box 68727 Seattle, WA 98168
<b>Drop Off</b>	Ground Transportation Office located on the 3 <sup>rd</sup> floor airport parking garage.

We highly encourage you to submit the agreement as early as possible before the **Friday, April 28<sup>th</sup> deadline**. To operate at SeaTac Airport, we need to have all required forms on file. If we do not receive all the completed forms by the deadline, we may deny operating privileges until you are in compliance. Note, companies with outstanding fines owed, will not be approved to operate until paid in full.

If you have any questions or concerns, please contact JJ, Krista or the Ground Transportation booth at 206 787-5906 or online [www.portseattle.org/page/ground-transportation-commercial-operators](http://www.portseattle.org/page/ground-transportation-commercial-operators). We appreciate the opportunity to work with you and your cooperation in this effort.

**REQUIRED TO SUBMIT**

### Airporters

- Agreement signed by the Company Owner
- Current Certificate of Insurance (See page 12 of agreement for specific details)
- Evidence of the Vehicle Registration for each vehicle showing the Vehicle Identification Number (VIN) and vehicle license plate number
- The dimensions of each vehicle including weight, height, and overall dimension, including a unique vehicle number (is so designated in your operation) for each vehicle.
- Authorized with the U.S. Department of Transportation Federal Motor Coach Carrier Safety Administration
- Company Information Form

### Charter Bus Operators

- Agreement signed by the Company Owner
- Current Certificate of Insurance (See page 12-13 of agreement for specific details)
- Evidence of the Vehicle Registration for each vehicle showing the Vehicle Identification Number (VIN) and vehicle license plate number
- The dimensions of each vehicle including weight, height, and overall dimension, including a unique vehicle number (is so designated in your operation) for each vehicle.
- Authorized with the U.S. Department of Transportation Federal Motor Coach Carrier Safety Administration
- Company Information Form

### Crew Van Operators

- Agreement signed by the Company Owner
- Current Certificate of Insurance (See page 13 of agreement for specific details)
- Companies with more than one vehicle need to provide an endorsement for the commercial general liability insurance that shows the POS as an additional insured.
- Evidence of the Vehicle Registration for each vehicle showing the Vehicle Identification Number (VIN) and vehicle license plate number
- The dimensions of each vehicle including weight, height, and overall dimension, including a unique vehicle number (is so designated in your operation) for each vehicle.
- Company Information Form

### Courtesy Vehicles

- Agreement signed by the Company Owner
- Current Certificate of Insurance (See page 12 of agreement for specific details)
- Evidence of the Vehicle Registration for each vehicle showing the Vehicle Identification Number (VIN) and vehicle license plate number
- The dimensions of each vehicle including weight, height, and overall dimension, including a unique vehicle number (is so designated in your operation) for each vehicle.
- Company Information Form
- Every vehicle must have an AVI affixed to the windshield.

### Belled-In Operators\*

- Agreement signed by the Company Owner
- Current Certificate of Insurance naming the Port of Seattle as an additional certificate holder
- Current Vehicle Registration Certificate signed by the legal owner.
- Current Department of Licensing Certificate with the current UBI Number
- Current Driver License King Country For-Hire License
- Copies of Current King County For-Hire License for all Drivers

- Commercial Guaranty
- Company Information Form

**Parcel Operators\***

- Agreement signed by the Company Owner
- Current Certificate of Insurance
- Company Information Form

**Prearranged Limousine Operators\***

- Agreement signed by the Company Owner
- Current Certificate of Insurance naming the Port of Seattle as an additional certificate holder
- Companies with more than one vehicle need to provide an endorsement for the commercial general liability insurance that shows the POS as an additional insured.
- Current Vehicle Registration Certificate signed by the legal owner.
- Current Department of Licensing Certificate with the current UBI Number
- Current Driver License and Chauffeur Credentials / King country For-Hire License
- Copies of Current Chauffeur Credentials / King County For-Hire License for all Drivers
- Commercial Guaranty
- Company Information Form

*\*Note: Belled-In, Parcel and Prearranged Limousine operators will not have a deadline. Companies will need to submit all required documents at the time of purchasing permit(s) / expired DOL.*



**Port of Seattle 2023 Company Information Form** Fill out completely and print clearly.

<b>Company Name</b>	
<b>DBA</b>	
<b>Name on Vehicle (if applicable)</b>	

<b>COMPANY PHYSICAL ADDRESS</b>		
<b>Street:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>

<b>COMPANY BILLING ADDRESS</b>		
<b>Attention:</b>		
<b>Street:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>

<b>COMPANY CONTACT INFO</b>	
<b>Company Phone Number</b>	
<b>Company Email Address</b>	
<b>Company Website Address</b>	
<b>Contact Name &amp; Title</b>	
<b>Contact Phone Number</b>	
<b>Contact Email Address</b>	

<b>STATE REGULATORY AGENCY NUMBER / EXAMPLE: WA REQUIRES WUTC# AND DOT#</b>

<b>PORT STAFF TO FILL OUT</b>			
<b>Customer #</b>		<b>UBI #</b>	



# 2023 Ground Transportation Vehicle Dimensions Information

<b>Company Name:</b>	<b>Customer Number:</b>	<b>Current Date:</b>
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License Plate	VIN Number	Vehicle Number	Weight	Height	Overall Dimension

**To:** GT Operators  
**From:** Ground Transportation (GT)  
**Subject:** Automated Vehicle Identification (AVI) Tags, Invoices & E-Bill Payments

As you know, the Port of Seattle Ground Transportation Department affixes AVI tags on various commercial vehicles to track and bill users for airport access. The GT staff is responsible to review current year activity against prior year activity. To ensure AVI tags are in working order, they routinely make site visits. Companies are subject to back billing for trips not recorded by the AVI tag(s).

**AVI TAG REMINDERS**

**Add Vehicle(s)** to fleet contact GT right away and we will affix an AVI tag to the vehicle and update the information in our system.

**Remove Vehicle(s)** from fleet contact GT right away and we will remove the AVI tag from the vehicle and update the information in our system. If not removed, tag(s) will/may still read, and your company will be responsible to pay invoice for each trip made.

**Rental/Loaner Vehicle(s)** to fleet, regardless of duration, GT must be notified promptly. We will affix an AVI tag to the vehicle and update the information in our system. Once you no longer need to use a rental/loaner please contact GT and the AVI tag will be removed and inactivated in our system.

Reminder do not remove the AVI tag(s). We will replace, and check AVI tags. Each vehicle receives a new tag; therefore, tags cannot be moved or placed into another vehicle. Each tag is assigned to a vehicle and our system needs to reflect this. Removing of an AVI tag will be subject to a fee.

New company owners must contact GT immediately to complete required paperwork, to update the system and transfer tag information to the new owner’s vehicle. For billing purposes contact the GT Billing Specialist with any special request for invoices prior to billing on the 1<sup>st</sup> business day of each month.

GT requests each company keeps track of trips made to the airport. If a problem arises with the AVI tag, GT will request a list of total trips. If not provided, GT will work with the company to invoice the correct number of trips made, that were not recorded. We encourage you to communicate with us, as no response will result in an invoice based on average numbers of trips with no further adjustments.

AVI TAG REPLACEMENTS	GROUND TRANSPORTATION – LEADS
Ground Transportation Booth   3 <sup>rd</sup> Floor Garage 206 787-5904 or 206 787-5906 <a href="mailto:groundtransportationSEA@portseattle.org">groundtransportationSEA@portseattle.org</a>	JJ Anderson 206 787-7143 <a href="mailto:anderson.j2@portseattle.org">anderson.j2@portseattle.org</a> Kim Ludviksen 206 431-5904 <a href="mailto:ludviksen.k@portseattle.org">ludviksen.k@portseattle.org</a>

**PAYMENTS**

## OPTION 1: PORT OF SEATTLE E-BILL EXPRESS ONLINE

E-Bill Express is a web-based payment service [www.portseattle.org/business/pay-your-bills](http://www.portseattle.org/business/pay-your-bills) with Wells Fargo Bank that allows you to receive, review, and pay your invoice(s) online. Each billing period, you will receive an email with a notification that you have a new invoice. The email will contain a link to your online account where you can view and pay your invoice. For detailed information review, within link, E-Bill Express FAQs page.

- ➔ To enroll in E-Bill Express, you will need to have a recent paper invoice containing required information needed during the enrollment process, and a valid email address. Your information will be securely transmitted and processed for payment purposes only.
- ➔ To pay as a guest without enrollment, click the "Pay Now" tab to the right of the "Login" tab, enter your customer number and zip code as it appears on your invoice, and proceed to the payment screen.
- ➔ Following forms of payment will be accepted: Checking/Savings account, or Visa, MasterCard, or American Express. Card payments will add a 2.3% service fee

## OPTION 2: MAIL PAYMENT

- ➔ Port of Seattle Attn: Accounts Receivable PO Box 24507 Seattle, WA 98124-0507
- ➔ Check, Cashier's Check or Money Order accepted. Provide Company Name, Customer Number and Invoice GRACC Number with payment.

Operators shall remit payment required under the then-current tariff with the report of its prior month's trips. Any other payments/monies owed by the Operator pursuant to the Agreement shall be paid to the Port within the time specified on the invoice.

If any fees or any other sum due from Operator shall not be received by the Port when due, the Operator shall be subject to interest and/or late charges (OC charges) as provided in SEA Airport Tariff No. 1\*, as the same may be revised or replaced from time to time. Failure to pay balance may result in being denied to pick-up/drop-off, sent to collection agency, without notice, as well, subject to citation and will not be allowed to operate until full payment is received and confirmed by accounts receivable.

\*Collection fee summary and verbiage from the Tariff: Collection Fees on Delinquent Accounts. Delinquent accounts will be subject to an additional charge to cover the Port's cost of collection as follows:

When Amount Due is:	Additional Charge Shall be:
\$0 - \$500.00	50% of amount due
\$500.01 - \$1,000.00	25% of amount due
\$1,000.01 - \$2,000.00	20% of amount due
\$2,000.01 and up	15% of amount due

INVOICE QUESTIONS	E-BILL & PAYMENT QUESTIONS
Krista Crosby – Landside Billing Specialist 206 787-7112   <a href="mailto:crosby.k@portseattle.org">crosby.k@portseattle.org</a>	<a href="mailto:av-cust-inquiry@portseattle.org">av-cust-inquiry@portseattle.org</a>

We hope this information is helpful and appreciate your cooperation.

Ground Transportation Staff



[www.portseattle.org/page/ground-transportation-commercial-operators](http://www.portseattle.org/page/ground-transportation-commercial-operators) provides information, construction notices, operating directions and requirements. Or [www.portseattle.org](http://www.portseattle.org) click on each to find the GT operator's specific page: SEA Airport → Ground Transportation → Commercial Ground Transportation Operators (for Commercial Operators Only).



**GROUND TRANSPORTATION OPERATING AGREEMENT**

This Ground Transportation Operating Agreement is made and entered into between the Port of Seattle (hereinafter called the "Port") and the Ground Transportation Operator identified below (hereinafter called "Operator").

**WHEREAS**, the Port owns and operates the Seattle-Tacoma International Airport (hereinafter "the Airport"), located in the County of King, City of SeaTac, State of Washington; and

**WHEREAS**, Operator desires to operate or facilitate ground transportation services from the Airport, and the Port is prepared to allow Operator to do so on the terms set forth in this Operating Agreement; and

**WHEREAS**, both the Port and the Operator acknowledge that during the term of this Agreement there will be significant construction activity at the Airport, which may require alteration or relocation of the facilities affecting the Operator;

**NOW, THEREFORE**, in consideration of their mutual promises, the parties hereby agree that the Operator's activities at the Airport shall be governed by the following terms and conditions:

1. The Port hereby permits Operator to operate, or to facilitate the operation of, one or more vehicles to pick-up and deliver passengers at the Airport as more particularly set forth in this Operating Agreement. To the extent required by the Terms and Conditions of this Operating Agreement or the Operating Instructions, Operator shall obtain individual permits for each vehicle Operator operates under this Agreement.
2. Operator and Operator's operations must, at all times, be in compliance with State of Washington, King County, City of Seattle, City of SeaTac and all federal laws and regulations, as applicable.
3. Operator shall comply with the Terms and Conditions of this Operating Agreement and the Operating Instructions applicable to the Operator and its particular class of service. The Terms and Conditions and current Operating Conditions are attached hereto and incorporated herein. Together with this Operating Agreement, the Terms and Conditions and Operating Instructions are called the "Agreement."
4. Operator shall also comply with the then-current Port tariffs, rules and regulations, and procedures and directives pertaining to the operation of vehicles at the Airport. Operator may obtain copies of the current Operating Instructions, tariffs, rules and regulations, and procedures and directives from the Ground Transportation Information Booth at the Airport or online at [www.portseattle.org/gtoperators](http://www.portseattle.org/gtoperators).
5. Violation of any of the above may result in monetary fines and/or suspension and/or revocation of the Agreement and any and all permits.

Date: \_\_\_\_\_  
 Operator: \_\_\_\_\_  
 DBA: \_\_\_\_\_  
 US DOT Number: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**PORT OF SEATTLE:**  
 Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Aviation Operations - Landside  
 Seattle-Tacoma International Airport  
 17801 International Blvd  
 PO Box 68727  
 Seattle, WA 98168-0727

**TERMS AND CONDITIONS OF OPERATING AGREEMENT**

**1. DEFINITIONS**

The following terms when used in the Agreement shall have the meanings set forth below:

- A. Airport:** Seattle-Tacoma International Airport.
- B. Airporter:** A Ground Transportation service, authorized by the Washington Utilities and Transportation Commission (WUTC) pursuant to Chapter 81.68 of the Revised Code of Washington, in which the Operator carries passengers for compensation over any public highway in Washington between fixed termini or over a regular route (and not operating exclusively within the incorporated limits of any city or town) in a motor vehicle having a seating capacity of seven (7) or more persons (excluding the driver). Airporter also includes similar transportation services engaged in interstate transportation and subject to regulation by the National Motor Carrier Safety Administration.
- C. Belled-In Taxi:** A taxi or for-hire vehicle service, authorized by King County pursuant to Chapters 46.72 and/or 81.72 of the Revised Code of Washington, where the Operator transports passengers that pre-arrange transportation from the Airport, which pre-arrangement is either made directly with the Driver or dispatched from a taxi company dispatch center.
- D. Business Day:** Weekdays Monday through Friday, excluding Port Holidays.
- E. Charter Bus:** A Ground Transportation service, authorized by the Washington Utilities and Transportation Commission (WUTC) pursuant to Chapter 81.70 of the Revised Code of Washington, in which the Operator transports a group of persons to and/or from the Airport, pursuant to a common purpose and under a single contract in a motor vehicle having a seating capacity of seven (7) or more persons (excluding the driver). Charter Bus specifically includes excursion carriers. Charter Buses may be divided by the Port into separate classes based on the passenger capacity of the vehicle.
- F. Courtesy Car:** A Ground Transportation service in which the Operator transports airline passengers to and from the Airport at no charge to the customers.
- G. Crew Van:** A Ground Transportation service in which the Operator transports airline crews (e.g. flight attendants and pilots) to and from the Airport at no charge to the customers.
- H. Door to Door Shuttle:** A ground transportation service, authorized by the Washington Utilities and Transportation Commission pursuant to Chapter 81.68 of the Revised Code of Washington, in which the Operator carries passengers for compensation over any public highway in Washington in a motor vehicle (authorized by the WUTC and allowed by express written agreement of the Port) having a seating capacity of seven (7) or more persons (excluding the driver) and their reasonable luggage. Door-to-door service is provided between a location identified by the passenger and a fixed termini identified by the Operator in its operating certificate

- I. Driver:** Any driver actually providing transportation services to a customer under the terms of, and authorization granted by, this Ground Transportation Agreement. The term Driver specifically includes employees, independent contractors, and any other person, without regard to the particular contractual relationship between Operator and Driver, who actually provides the transportation services. The term Driver is likewise intended to extend to anyone present on or about the Airport providing assistance to or otherwise accompanying any Driver.
- J. Landside Operations Manager (LOM)** The Port's Landside Operations Manager or his/her designee.
- K. Operator:** The Operator executing the Ground Transportation Agreement to which these Terms and Conditions are attached. Operator specifically includes the owner or operator of the ground transportation service, its employees and agents, and any Drivers.
- L. Parcel Carrier:** A Ground Transportation service, authorized by the Washington Utilities and Transportation Commission (WUTC) under Chapter 81.80 of the Revised Code of Washington or by Interstate Common Carrier permit, in which the Operator transports property for hire. Parcel Carrier includes luggage carriers.
- M. Pre-Arranged Limousine** A Ground Transportation service, authorized by Department of Licensing pursuant to Chapter 46.72A of the Revised Code of Washington, in which the Operator transports, in un-metered, un-marked luxury motor vehicles, customers that pre-arrange transportation to and/or from the Airport, which pre-arrangement is made from the Operator's fixed place of business.
- N. Special Needs** Special needs include passengers with a disability recognized under the Americans with Disabilities Act (ADA), passengers that are elderly and have health problems, passengers that are mobility impaired, or single passengers traveling with infant children and excessive possessions, including baby seat and luggage.
- O. Solicit or Solicitation:** Engaging in any in-person activities at the Airport intended to persuade members of the public to use Operator's service.
- P. Suspension:** A period of time in which an Operator and/or Driver cannot operate at the Airport.
- Q. Vehicle** Any vehicle actually used in providing transportation services to a customer under the terms of, and authorization granted by, this Ground Transportation Agreement. Vehicle includes any vehicle owned, leased, or otherwise operated by Operator or any of its Drivers.
- R. Infraction:** Any failure to abide by the terms of the Agreement identified separately on a Citation form provided by the Port to the Operator or its Drivers.

2. **TERM**

This Agreement, and any operating permit issued under it, shall become effective upon signing by both parties and shall continue thereafter for a period of 12 months from the date the Agreement is signed by both parties. Unless terminated or superseded, the Agreement shall – upon the reissuance of any necessary operating permit for the next permit year – automatically extend for such period and shall continue to extend for each subsequent issuance of a valid operating permit. In the event there are no operating permits issued in relation to this Agreement, this Agreement shall automatically continue for one (1) additional year. Notwithstanding the initial or extended term, however, the Agreement may be cancelled at any time in advance of the then-current expiration upon at least thirty (30) days written notice by either party to the other.

3. **GRANT TO COMPANY; NON-EXCLUSIVE RIGHTS**

- A. Operator's rights under this Agreement are non-exclusive. Nothing in this Agreement shall prevent the Port from entering one or more similar agreements with other operators for ground transportation services or permitting other operators to utilize the same facilities as Operator. Likewise, nothing in this Agreement shall prevent any other ground transportation operator from rendering the same type of service as Operator.
- B. Operator shall use only such portions of the Airport premises including any loading/staging areas as the Port, in its discretion, may from time to time designate in writing, subject to all of the terms, conditions and covenants contained in this Agreement. The Port does not hereby grant to Operator any particular loading/staging area rights.
- C. Nothing in this Paragraph 3 shall be construed to grant any rights to any third parties or to restrict in any way the Port's rights to deny or control uses of the Airport property. This Agreement does not authorize Operator to perform any services for the account, or on behalf, of the Port; all services authorized by this Agreement are to be performed by Operator to and for its own account or those of its Drivers.

4. **FEE/CHANGE IN FEE**

- A. Operator shall pay a fee as set forth in the then-current Airport tariff for the rights granted under this Agreement. The fee is specifically subject to change over the life of this Agreement upon thirty (30) days' written notification to Operator. **Fees will not be prorated nor will there be any refunds.**
- B. Certain Operators, as set forth in the then-current Airport tariff, may be subject to an activation or initiation fee. If one is imposed, any such fee shall be paid prior to the date on which the Operator commences operations.
- C. Fines for Infractions shall also be as set forth in the then-current Airport tariff. Fines are specifically subject to change over the life of this Agreement upon thirty (30) days' written notification to Operator. Fines may be assessed against the Operator and its employees, agents and Drivers.

5. **BILLING**

- A. To the extent that Operator is subject to a per-trip fee under the then-current tariff and the number of trips is measured by the Port's AVI system, Operator will be invoiced by the tenth (10<sup>th</sup>) day of each month according to the number of trips for the previous month, as generated from the AVI system. The only exception to this is for Charter operators whose monthly billing will be based on the number of driver check-in slips. If Operator is subject to a per-trip fee under the then-current tariff and is required to report

the number of its trips, Operator shall provide any required report identifying the number of trips for the previous month no later than the fifteen (15<sup>th</sup>) day of each month.

- B. Invoices shall be payable upon receipt. For those Operators that self-report the number of monthly trips, the Port will not invoice Operator; instead, Operator shall remit the payment required under the then-current tariff with the report of its prior month's trips. Any other payments/monies owed by the Operator pursuant to the Agreement shall be paid to the Port within the time specified on the invoice.

## 6. ADDITIONAL OBLIGATIONS OF COMPANY

- A. Operator's employees, agents and Drivers performing services at the Airport shall be neat, clean and courteous, and Operator shall not permit its employees, agents or Drivers to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to Solicit business in any manner whatsoever.
- B. Operator shall not disturb the Port or any tenant, guest, invitee or other person using the Airport by making or permitting any unusual disturbance, noise vibration, or other condition on or at the Airport
- C. As noted in the Operating Agreement, Operator shall abide by, and be subject to, all then-current Port tariffs, rules and regulations, and procedures and directives that have been communicated to Operator by the Port and which pertain to the operation of vehicles at the Airport.
- D. Prior to execution, and continuing throughout the like of this Operating Agreement, Operator shall provide to the Port all documents relating to the necessary startup of operations (Startup Documents). The Startup Documents include: required insurance under this Operating Agreement; required documents for Operating Permit, if applicable; vehicle dimension sheet, charter bus information sheet; operator contact information sheet; evidence of vehicle registration for each vehicle, showing Vehicle Identification Number (VIN) and vehicle license plate number; documentation showing Operator is authorized to operate by the U.S. Department of Transportation Federal Motor Coach Carrier Safety Administration, if applicable; this Operating Agreement signed by the Operator; and, any other documentation required by the Port to establish operations at the Airport.
- E. Failure to provide any of the Startup Documents, or provide any required documentation during the Agreement, including, but not limited to, insurance when requested by the Port, the Operator will be placed on an operationally suspended list (Denied List). The Denied List shall be maintained by Ground Transportation and shall mean the Operator has failed to provide one or more documents required under this Operating Agreement and the Port shall prohibit the Operator from conducting operations. Furthermore, failure to cure placement on the Denied List shall be subject to Liquidated Damages, as defined on Exhibit D, which is incorporated hereto with this reference. The Port shall notify Operator of placement on the Denied List via provided electronic mail and shall include the reason and requirements to cure. The Port shall also notify Operator, via electronic mail, of cure by the Operator and whether Liquidated Damages, as described on Exhibit D, are applicable. Liquidated Damages, if applicable, shall be invoiced by the Port and payable by Operator upon demand.

## 7. INSPECTION

Operator shall make its employees, agents, Drivers and Vehicles available for inspection and review by representatives of the Port at any time while on Port property. The Port may inspect employees, agents, Drivers and Vehicles at any time for compliance with the standards in this Agreement. Operator's Vehicles may be inspected for cleanliness, proper equipment, good appearance, safe operating condition and violations of any laws, ordinances, the terms of this Agreement (specifically including the then-current Port tariffs,

rules and regulations, and procedures and directives pertaining to the operation of vehicles at the Airport). Operator's employees, agents and Drivers may be inspected for cleanliness, good appearance, and violations of any laws, ordinances, or the terms of this Agreement (specifically including the then-current Port tariffs, rules and regulations, and procedures and directives pertaining to the operation of vehicles at the Airport). The Port shall not, however, be obligated to undertake any inspection or review, and the fact of an inspection (or the failure to undertake any inspection) shall not be constitute a certification, representation or warranty that Operator is in compliance with any obligation required under this Agreement.

## 8. RIGHT TO DEVELOP AIRPORT; INTERRUPTIONS IN USE

- A. The Port reserves the right to repair, develop and/or improve the Airport and roads, landing areas, taxiways, and terminal areas as it may see fit, free from any and all liability to Operator for loss of business or damage of any nature whatsoever sustained by Operators that arise from or relate to such repairs, alterations or additions.
- B. If the Port shall be unable for any reason to allow Operator the use of the Airport drives, or any portion thereof, at the time of commencement of the term of this Agreement or at any time during the term of this Agreement, the Port shall not be liable for any damage caused thereby to Operator, nor shall this Agreement thereby become void or avoidable, nor shall the term specified herein be in any way extended, and Operator shall not be subject to any refund or proration of fees paid under this Agreement and shall remain liable for all fees arising from Operator's continued operation and required by this Agreement.

## 9. INDEMNIFICATION

- A. The Port, its officers, employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Operator or Operator's officers, agents, employees, Drivers, contractors, subcontractors, licensees or invitees, as a result of any condition (including existing or future defects in the portions of the Airport utilized by Operator) or occurrence (including failure or interruption of utility service) whatsoever related in any way to Operator's use or occupancy of the Airport and of areas adjacent thereto.
- B. Operator shall defend (with counsel acceptable to the Port), fully indemnify, and hold entirely free and harmless the Port and its Commissioners, officers, agents and employees from any and all loss, damages, expenses, attorneys' fees, consultants' fees, court costs and other costs for or from: (a) any accident, injury, death or damage to any third party arising from Operator's operations on or about the Airport, whether or not caused by the negligence of Operator or any third party; and (b) any fault or negligence by Operator, any licensee, invitee or concessionaire of Operator, or of any officer, agent, employee, Driver, guest or invitee of any such person; and (c) any failure on Operator's part to comply with any of the covenants, terms and conditions contained in this Agreement; *provided, however*, nothing herein shall require Operator to defend, indemnify, or hold harmless the Port from any accident, injury, death or damage arising out of the sole negligence of the Port or its Commissioners, officers, agents and employees.
- C. Operator agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus Operator expressly waives its immunity under industrial insurance, Title 51, as necessary to effectuate this indemnity. **TENANT AND PORT AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION.**

**10. INSURANCE**

- A. Operator shall, at its own expense, comply with the insurance requirements set forth on **Exhibit A** to these terms and conditions.
- B. The insurance requirements set forth on Exhibit A shall not operate to limit Operator's liability separate from, or in excess of, the forms of insurance and policy limits set forth. Furthermore, the minimum policy forms and limits required do not indicate that the Port has assessed the risks that may be applicable to Operator under this Agreement. The Port makes absolutely no representations or warranties that the forms or limits of coverage of insurance specified are adequate to cover Operator's property or Operator's liabilities or obligations under this Agreement.

**11. TAXES**

Operator shall be liable for, and shall pay throughout the term of this Agreement, all license fees and all taxes payable for, on account of, or related to its activities conducted at the Airport, whether imposed on Operator or on the Port. Operator shall reimburse the Port for all such taxes paid or payable by the Port. All tax amounts for which the Port is or will be entitled to reimbursement from Operator shall be payable by Operator at least fifteen (15) days prior to the due dates of the respective tax amounts involved; provided, that Operator shall be entitled to a minimum of ten (10) days' written notice of the amounts payable by it.

**12. LATE CHARGES**

All fees, payments or amounts owed by Operator to the Port shall be due as provided in this Pilot Program Agreement. If any fees or any other sum due from Operator shall not be received by the Port when due, the Operator shall be subject to interest and/or late charges as provided in Seattle-Tacoma International Airport, Airport Tariff No. 1, as the same may be revised or replaced from time to time. Acceptance of such interest and/or late charges by the Port shall in no event constitute a waiver of Operator's default with respect to such overdue amount, nor prevent the Port from exercising any of the other rights and remedies granted hereunder.

**13. ASSIGNMENT**

Operator shall not assign or transfer this Agreement or any interest therein without first obtaining the Port's written consent, nor shall this Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise without the prior written consent of the Port. Any attempt to enter into any operating agreement, license or other agreement under which a third party is given rights or privileges to utilize portions of the Premises shall be an attempted assignment or subletting within the meaning of this paragraph; provided, however, this restriction shall not operate to limit an Operator that utilizes a model of delivering ground transportation services that utilizes independent contractors or other contractual relationships with the Drivers actually providing the ground transportation services so long as Operator remains fully responsible for the performance of the ground transportation services under this Agreement and individually permits each of the Drivers and Vehicles providing service hereunder.

**14. NONWAIVER**

The failure of the Port to insist in any one or more instances, upon a strict performance of any of the covenants or requirements of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver of or relinquishment for the future of the performance of such covenant or requirement, or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by the Port of any fees or fines, with knowledge of the breach of any covenant or requirement of this Agreement, shall not be deemed

a waiver of such breach, and no waiver by the Port of any provision or requirement hereof shall be deemed to have been made unless expressed in writing and signed by the Port. The consent or approval of the Port to or of any act by Operator requiring the Port's consent or approval shall not be deemed to waive or render unnecessary the Port's consent or approval to or of any subsequent similar acts by Operator.

**15. NONDISCRIMINATION**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation's regulations, 49 CFR Part 21. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, religion, national origin, age, disability, genetic information, or sex in connection with the award or performance of any concession agreement, management contract, subcontract, purchase or lease agreement or other agreement covered by 49 CFR part 21. Furthermore, during the performance of this Agreement, Operator, for itself, its assignees, and successors in interest (for purposes of this Section and its referenced exhibits only, "contractor") agrees to both (i) comply with the covenants set forth on **Attachment B** and (ii) comply with the non-discrimination statutes and authorities set forth on **Attachment C**, both of which are incorporated hereby this reference.

**16. COMPLIANCE WITH LAWS**

Operator agrees to comply with all applicable rules and regulations of the Port now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Operator further agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations.

**17. JOINT AND SEVERAL LIABILITY**

Each and every party who signs this Agreement, other than in a representative capacity, shall be jointly and severally liable hereunder.

**18. LABOR DISPUTES**

Operator agrees to use its best efforts to avoid disruption to the Port, its tenants or members of the public, arising from labor disputes involving Operator, and in the event of a strike, picketing, demonstration or other labor difficulty involving Operator, to use its good offices, including the utilization of available legal remedies, to minimize and/or eliminate any disruption to the Port, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

**19. GOVERNING LAW; VENUE**

This Agreement shall be construed according to Washington State law without regard to its choice of law principles. Jurisdiction and venue for any suit arising under this Agreement shall be exclusively in the state of federal courts located in King County, Washington.

**20. INVALIDITY OF PARTICULAR PROVISIONS**

If any term or provision of the Agreement or its application to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected and will continue in full force and effect.



**21. CAPTIONS**

The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

**22. SURVIVAL OF INDEMNITIES**

All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Operator shall, at the Port's option, defend the Port at Operator's expense by counsel reasonably acceptable to the Port.

**23. TERMINATION BECAUSE OF COURT DECREE**

In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this Agreement, then either party hereto may terminate this Agreement by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Operator is not in default under any of the provisions of this Agreement on the effective date of such termination, any fees prepaid by Operator shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Operator.

**24. TERMINATION FOR DEFAULT**

- A. Time is of the essence of this Agreement, and in the event of the failure of Operator to pay any fees or fines, or any other amounts required hereunder at the time and in the manner herein specified, to modify its operations forthwith at the request of the Port whenever the Port shall have determined in its discretion that the standards established herein are not being followed or to keep any of the covenants or agreements herein set forth to be kept and performed (including those within the Operating Instructions, the tariff, rules and regulations, and procedures and directives), the Port may elect to terminate this Agreement; provided however, that Operator shall be given fifteen (15) days notice in writing stating the nature of the default in order to permit such default to be remedied by Operator within said fifteen (15) day period. The Port may, for violations that it, in its discretion, considers serious, suspend Operator's activities at the Airport immediately and until such time as any deficiencies in performance under this Agreement have been remedied.
- B. If Operator shall file a petition in bankruptcy, or if Operator shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of the Operator shall be appointed in any proceeding brought by or against Operator, or if Operator shall make an assignment for the benefit of creditors, or if any proceeding shall be commenced to foreclose any lien on Operator's interest in any personal property kept or maintained at the Airport, the Port may, at its option, terminate this Agreement.
- C. No termination shall relieve Operator of any obligations already incurred or which are intended to survive termination.

**25. SUSPENSION OF AGREEMENT**

In the event that the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to materially interfere with Operator's services and operations, or in the event of destruction by fire or other cause of all, or a material portion of the Airport or Airport facilities, or any

other circumstances which are beyond the control of the Port or the Operator, either party may suspend this Agreement for the periods of such disability.

**26. ATTORNEYS' FEES**

In the event that either party shall be required to bring any action to enforce any of the provisions of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the substantially prevailing party's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Port by public or in-house attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Seattle.

**27. AMENDMENT**

Subject to Operator's right to terminate this Agreement, any and/or all parts of this agreement may be amended by the Port upon thirty (30) days prior notice to the Operator.

**28. NOTICES**

All notices hereunder may be delivered or mailed. If delivered by messenger or courier, they shall be deemed delivered when received. If delivered by mail, they shall be deemed delivered one (1) day following mailing. All notices to the Port or Operator shall be sent to the address specifically set forth on the Operating Agreement. Either party may change the notice address by providing advance, written notice of the change to the other party.

**29. SUBORDINATION TO AIRPORT OPERATOR ASSURANCES**

This Ground Transportation Operating Agreement shall be subject and subordinate to the terms of any Airport Sponsor assurance agreement or other, similar agreement that the Port may, as operator of the Airport, be required to furnish to the Federal Aviation Administration or otherwise adhere.

**30. COUNTERPARTS**

**Electronic Signatures.** This Operating Agreement may be executed in counterparts, each of which will be deemed an original, and all of which, together, will constitute one and the same instrument. This Operating Agreement may be accepted and signed in electronic form (e.g., by a physically signed document, scanned and transmitted via electronic mail) and each party's electronic acceptance and signature will be deemed binding between the parties. Each party acknowledges and agrees it will not contest the validity or enforceability of this Operating Agreement, including under any applicable statute of frauds, because it was accepted and/or signed in electronic form. Further, each party shall, upon the request of the other party, promptly provide the requesting party, via United States mail or overnight courier, an originally executed copy of the executed document that it signed in electronic form.

**EXHIBIT A**

**– INSURANCE REQUIREMENTS –**

- A. Prior to commencement of this Agreement, Operator shall procure and maintain insurance coverage to be kept in force for the term of this Agreement as determined by Table No. 1 of this Exhibit A. Insurance shall be procured from authorized or eligible surplus lines insurance carriers with a current A.M. Best's rating of no less than "A Minus VI".
- B. Coverage shall be continuous and shall not lapse or be terminated during the Term of this Agreement without written notification to the Port by Operator's or Operator's insurance agent or broker, which written notification shall be provided no less than thirty (30) days prior to any such lapse or termination. Operator additionally agrees to notify the Port upon any reduction in limits.
- C. All deductibles or self-insurance retentions are the responsibility of the Operator. Operator may meet required insurance limits through a combination of primary and umbrella or excess insurance. Any insurance the Port may carry will apply strictly on an excess basis over any applicable insurance the Operator may carry.
- D. Operator shall provide evidence of insurance, specifically including the proper forms and endorsements identified in Table No. 1, at the inception of the Term and at least annually thereafter, or within five days upon request by the Port. Failure to provide evidence of insurance shall be construed as a breach of the terms of this Agreement and give the Port the right to terminate this Agreement in accordance with termination clause of this Agreement.
- E. The Operator shall provide to the Port, if requested, a copy of any insurance policy required under this Agreement, including a copy of the redacted policy declarations, binder, all endorsements, and any policy amendments, all of which shall be Confidential Information of Operator as defined in the Operating Agreement.
- F. The Port's review of the Operator's evidence of insurance shall not be construed as confirmation that the Operator is in compliance with any governing Local, State, or Federal mandatory insurance or financial responsibility law. The Port's failure to obtain and review any required insurance documentation as listed in Table No. 1 from the Operator is not to be construed as a waiver by the Port of any required insurance or the provisions of any State or Federal financial responsibility law or insurance related to motor vehicle and for-hire vehicle operations. Operator bears all costs and liabilities if it fails to comply with any such insurance requirement or financial responsibility law. Whether or not the Port receives, collects, or requests evidence of insurance compliance as required within this Operating Agreement, compliance with the insurance requirements is the duty and sole obligation of the Operator.
- G. Operator is fully responsible for complying with the industrial insurance laws that apply to this Agreement or its employees, including Revised Code of Washington, Title 51 Industrial Insurance, for Operator and its employees as well as any applicable Federal industrial insurance laws for workers compensation.

**TABLE NO. 1 - AUTOMOBILE AND OTHER LIABILITY INSURANCE REQUIREMENTS**

Description	Insurance Required by Operator		
Vehicle Type	Commercial General Liability	Automobile Liability Insurance	Required Evidence of Insurance at Inception and Annually
Airporters (or any transportation company transporting passengers in State of WA)  Seating 15 or less including the driver	Not Required	\$1,500,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or company) has filed a Form E of insurance with the WUTC. Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Airporters (or any transportation company transporting passengers in State of WA)  Seating 16 or more including the driver	Not Required	\$5,000,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or company) has filed a Form E of insurance with the WUTC. Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Belled in Taxis	Not Required	Auto insurance of not less than \$325,000 per occurrence on a combined single limit.	Certificate of insurance showing Port of Seattle as Certificate Holder. Evidence of insurance provided annually at GT booth for permit renewal.
Courtesy Vehicles (Assume no buses or vehicles that seat more than 15 including driver).	Not Required.	\$1,000,000 combined single limit (bodily injury/property damage);	Certificate of insurance showing Port of Seattle as Certificate Holder; Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Charters Seating capacity of 15 and less including driver.	Not Required.	\$1,500,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or

**TABLE NO. 1 - AUTOMOBILE AND OTHER LIABILITY INSURANCE REQUIREMENTS**

Description		Insurance Required by Operator	
Vehicle Type	Commercial General Liability	Automobile Liability Insurance	Required Evidence of Insurance at Inception and Annually
			company) has filed a Form E of insurance with the WUTC. Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Charters (Seating capacity of 16 and more including driver	Not Required.	\$5,000,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or company) has filed a Form E of insurance with the WUTC. Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Crew Vans (no vans or buses with seating capacity of 16 or more including driver).	Not Required	\$1,000,000 combined single limit (bodily injury/property damage);	Certificate of insurance showing Port of Seattle as Certificate Holder; Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Parcel Carriers	Not Required.	\$1,000,000 combined single limit (bodily injury/property damage);	Certificate of insurance showing Port of Seattle as Certificate Holder. Evidence of insurance provided annually at GT booth for permit renewal.
Pre-Arranged Limos – Chauffeur	Not Required.	As defined in WAC 308-83-115 but no less than \$1,050,000 combined single limit in any one accident for bodily injury and property damage.	Certificate of insurance showing Port of Seattle as Certificate Holder. Evidence of insurance provided annually at GT booth for permit renewal.
Door-to-Door	Not Required	\$1,500,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or company) has filed a Form E of insurance with the WUTC.

**EXHIBIT B**

**– ADDITIONAL NON-DISCRIMINATION COVENANTS –**

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**EXHIBIT C**

**–PERTINENT NON-DISCRIMINATION AUTHORITIES–**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**EXHIBIT D**  
**- SCHEDULE OF LIQUIDATED DAMAGES -**

<b>Schedule 1 Liquidated Damages</b>	
Denied List for 30-days <sup>1</sup>	\$100.00
Denied List for 60-days <sup>1</sup>	\$250.00
Denied List for 90-days <sup>12</sup>	\$500.00

The specified liquidated damages amounts are in addition to, and not in lieu of, any other charge or amount that may be due for the conduct giving rise to the violation. Without limiting the generality of the foregoing, this includes late fees and interest as well as fines set forth in the Seattle-Tacoma International Airport Rules and Regulations, Ground Transportation Rules & Regulations, or other Port Standards.

<b>Schedule 1 Violations:</b>
Insurance Documentation, including (but not limited to): <ul style="list-style-type: none"> <li>• Certificate of Insurance</li> <li>• Additional Insured Endorsement (if required)</li> </ul>
Startup Documents
Other Operating Standards

<sup>1</sup> Days on Denied List shall mean consecutive days without providing compliant documentation to the Port.

<sup>2</sup> Failure to cure after 90-days shall automatically terminate this Operating Agreement. Liquidated Damages assessed shall remain payable and due to the Port.



# GROUND TRANSPORTATION DRIVER RULES & INSTRUCTIONS



# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Table of Contents

### **I. Introduction**

- Welcome
- Objective
- Definitions

### **II. Ground Transportation Operating Instructions**

- Ground Transportation Operating Instructions
- Permit Fees/Trip Fees/Citation Charges
- Use of Premises
- Equipment
- Permits/AVI Tags
- Conduct of the Operator
- Enforcement
- Citation Appeal Process
- Amendments
- Specific Operating Requirements
  - Air Crew Transportation Operating Instructions
  - Airporter Operating Instructions
  - Belled-In Taxi Operating Instructions
  - Charter Buses Operating Instructions
  - Courtesy Car Operating Instructions
  - Door to Door Shuttle Operating Instructions
  - Parcel /Luggage Hauler Operating Instructions
  - Pre-Arranged Limousine Operating Instructions
  - Transportation Network Companies Operating Instructions
- Lost and Found Procedures
- Customer Comments
- Emergencies at the Airport

### **III. Appendix**

- Maps of Load/Unload Areas
- Ground Transportation Lots

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## **Welcome**

Ground Transportation at Seattle-Tacoma International Airport (“Airport” or “SEA”) has three major components: The Airport customers, Ground Transportation Operators (drivers and owners), and the Airport employees.

For a majority of the Airport’s customers, their first and last impression of the Northwest may be formed by their experience with Airport Ground Transportation services.

Each Ground Transportation Operator should offer the highest level of customer service while acting in a courteous and professional manner. Together we will continue to function as one of the best Ground Transportation operation in the country. This Ground Transportation Rules and Instructions (“Operating Instructions”) outlines certain requirements and obligations of ground transportation providers.

## **Objective**

The purpose of the Ground Transportation Department at Seattle-Tacoma International Airport is to promote high quality, safe and convenient Ground Transportation services for the traveling public. Through our customer service efforts with the Ground Transportation operators we will ensure that they are able to offer a high-quality product that is in accordance with the rules and regulations imposed by the Washington State Department of Licensing, Washington Utilities and Transportation Commission, City of Seattle, King County, Federal Motor Carrier Safety Administration, and the Port of Seattle Airport Operations Department.

The Ground Transportation booth is located on the 3<sup>rd</sup> floor of the Seattle-Tacoma International Airport parking garage. Ground Transportation Staff is available to answer your questions seven days per week 0500A.M. - 0200A.M.

Port of Seattle Ground Transportation  
Seattle-Tacoma International Airport  
P.O. Box 68727  
Seattle, WA 98168

(206) 787-5904  
(206) 787-5906

[www.portseattle.org/gtoperators](http://www.portseattle.org/gtoperators)

## **Definitions**

The definitions set forth in the Terms and Conditions shall apply in these Operating Instructions.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Ground Transportation Operating Instructions

Except as noted, the following Operating Instructions apply to Ground Transportation Operators and their employees, agents and drivers when operating at Seattle-Tacoma International Airport. These Operating Instructions do not apply to vehicles operating as part of the On-Demand Taxi/For Hire Pilot Program.

Authorized Ground Transportation Operators, with a Port of Seattle Operating Agreement are granted permission to operate their service at Seattle-Tacoma International Airport in accordance with these Operating Instructions and all applicable law and regulations, specifically including, applicable Port tariffs, rules and regulations, and procedures and directives. Operators may obtain copies of applicable tariffs, rules and regulations, and procedures and directives at the Airport Ground Transportation Booth.

## Permit Fees/Trip Fees/Violations Charges

Refer to: Seattle-Tacoma International Airport - Tariff No. 1 – Page 19

➤ <https://www.portseattle.org/sea-tac/airport-employees> (under Other Documents)

## Use of Premises

- A. The Port will designate and identify all loading/unloading, staging, and holding areas and reserves the right to change, designate, re-locate or abolish these areas. Except for cases of an emergency or urgent operational need, the Port will notify Operator thirty (30) days before implementation of any changes, relocation or abolishment of areas using reasonable best efforts.. (See Exhibit A) Operators must promptly comply with instructions regarding vehicle use from Ground Transportation Staff.
- B. Passengers may be loaded or unloaded only in designated locations. Those locations are generally designated in this Operating Rules Instructions but may be changed, at any time, by the direction of the Landside Operations Manager. Unless specified, the Variable Message Signs (VMS) located on the airport freeway are designated to direct the traveling public and commercial operators.
- C. Operator shall not solicit or engage in any activities at the Airport intended to persuade members of the public to utilize Operator's vehicles and/or services.
- D. Operator shall not restrict, block, or impede the movement of any vehicular or pedestrian traffic at the Airport.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Equipment

- A. Vehicles shall be in good operating order, free from mechanical defects, and in clean, neat, and attractive condition both inside and outside as determined by the Ground Transportation Office. Operator's Vehicles must pass inspection by the WUTC, City of Seattle, King County, a City or County-approved ASE (Automotive Service Excellence) certified mechanic, or a Washington State-approved agency, whichever is applicable. Operator is specifically prohibited from performing any maintenance at the Airport.
- B. At the time of executing an Operating Agreement with the Port, Operator must prepare and deliver to the Port a list of the total number of Vehicles available for use and service. The list will contain but not be limited to, the following:
  - 1. License plate; van/bus number
  - 2. Make and model of vehicle
  - 3. Year of manufacture of each vehicle
  - 4. Seating Capacity

Operator must update this list whenever vehicles change and must, within two days of the Port's request; provide a restated list of the Vehicles then available for use and service.

## Permits/AVI Sticker Tags

- A. If applicable, current legible Port permits must be clearly displayed on the inside of the vehicle windshield. There will be a replacement fee if permit is lost or stolen (credit or debit card only). Permits are nontransferable and may be used with only a single Vehicle.
- B. Operator must participate in the Automatic Vehicle Identification (AVI) program, if requested by Landside Operations Manager (LOM). Port staff will affix an AVI tag to the inside of the Vehicle's windshield below the rearview mirror.
- C. The Port reserves the right to deny sale of permit, and /or AVI tag for any Vehicle that does not meet Port standards.

## Conduct of the Operator

Operator's employees, agents and Drivers shall, at all times when on duty, be in proper uniform be neatly and cleanly dressed, conduct themselves in a professional manner, be courteous and polite to the public and Port employees, and not engage in any disorderly or offensive conduct. Operator shall discharge its duties in an efficient manner in order to maintain a high standard of service to the public.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Enforcement

- A.** Violation of the Operating Agreement or these Operating Instructions may, in addition to any other remedies provided within the Operating Agreement, result in a monetary fine, suspension of the right to operate, and/or termination of the Operator, Driver and/or Vehicle according to the provisions below.
- B.** Ground Transportation staff that observe an infraction of the Port's Rules and Regulations, the Operating Agreement, or any of these Operating Instructions shall have the right to issue a citation notice. Port Ground Transportation staff may also investigate any reported infraction. If it is apparent that an infraction occurred following any such investigation, Port staff may also issue a citation notice at the conclusion of the investigation.
- C.** Fines for any citation shall be as set forth in the Sea-Tac International Airport, Airport Tariff No. 1, as the same may be revised or replaced from time to time. Subject only to a right of appeal (as set forth below), all fines shall be paid within ten (10) business days of the date the Port issues the citation notice. If an infraction is committed by a driver, employee or agent of the vehicle Owner or Company owner, the Owner or Company owner shall be primarily responsible for payment.
- D.** If fine is not paid as required by these Operating Instructions, the Port shall have the right to immediately suspend and/or revoke the Operator's Operating Agreement or the ability of any particular Driver or Vehicle to operate to or from the Airport.
- E.** The Landside Operations Manager, or designee, shall have the ability to immediately suspend an Operator and/or Driver for serious infractions, including but not limited to the following:
  - 1. Fighting;
  - 2. Misrepresenting fare to a customer;
  - 3. Acting in a rude, offensive or otherwise unprofessional manner with customers, the public, or Port staff;
  - 4. Soliciting;
  - 5. Reckless driving and reckless endangerment of the public on Port Premises;
  - 6. Commission of any gross misdemeanor or felony or related to driving or public safety;
  - 7. Lack of compliance with rules or requirements of regulatory bodies (e.g. DOL, WUTC, Seattle/King County) over the Operator and/or its Drivers.
- F.** The Operator is responsible for ensuring any Driver or Vehicle that is suspended from operation abides by the suspension for its duration.
  - a.** In cases of TNC driver suspensions, the Port will notify Operator regarding citations received by a Driver, indicating the required action to be taken if any.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

Operator will endeavor to enact the requested suspension immediately, and shall suspend Driver's ability to access Airport trips for the time period set forth above within 48-hours of receiving notice from the Port

- G. Failure to make timely payment or comply within the obligations of any suspension within the time period provided shall constitute an additional infraction and be subject to the provisions herein.

## Citation Appeal Process

- A. Citations are mailed to the registered owner of the vehicle in which the infraction occurred.
- B. Operator or any affected driver shall have the right to appeal any citations identified by the Port and any fines or suspensions assessed by the Port. Without regard to the particular penalty imposed or specific citations identified, there shall only be one appeal for each notice of citation issued by the Port.
- C. In the event that Owner or Company Owner requests to appeal a citation, the Owner or Company Owner must submit a written notice of appeal within ten (10) business days of the date the Port issues the citation notification letter. Appeal request must include the following information;
  - a. Citation Number
  - b. Company Name
  - c. Driver Name
  - d. Contact information (e-mail, phone, etc)
- D. All appeals requests must be in writing and submitted within ten (10) business days of receipt of letter of citation. Appeal requests made over the phone will not be accepted.

### E.

Email: [GTappeals@portseattle.org](mailto:GTappeals@portseattle.org)

Write to: Port of Seattle  
Ground Transportation Appeals Board  
P.O. Box 68727  
Seattle, WA 98168

Information Line: 206-787-3722 (recording only)

- F. The timely filing of an appeal will toll the deadline for payment of any fine and will, except for suspensions issued for serious infractions, temporarily reinstate Operator's

## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

and/or Driver's ability to operate pending decision on the appeal.

- G.** Following receipt of a timely notice of appeal, a hearing will be held before a panel consisting of at least three persons from the Port of Seattle or other designees of the Landside Operations Manager. The Operator and/or Driver, on their own or through a representative of their choosing, will be allowed to present evidence and/or testimony to counter the facts upon which the citation, fine or suspension is based. The citation notice and associated records shall, however, constitute apparent evidence of the infraction.
- H.** Owners are allowed to reschedule their appeal hearings only once. Port must receive the reschedule request 24 hours prior to your original scheduled appeal date and time. Rescheduled appeal hearing will be postponed to the next available appeal date. We will not postpone your scheduled appeal time due to travel.
- I.** Owners who do not arrive at their scheduled appeal hearing time waive the right to an appeal hearing. In this event, citation(s) will automatically be upheld and invoiced for the full amount of the citation.
- J.** Following the hearing, the panel will issue a written finding. If the panel upholds the fine or suspension, the appealing party shall pay the fine within five (5) business days following mailing of the panel's decision or begin the suspension pursuant to the direction of the Landside Operations Manager. This provision is not intended to limit or bar any other remedies available to the Port under this Agreement.

### **Amendments**

The Port may amend any and all of these Operating Instructions, exhibits, and/or attachments at any time following ten (10) business days written notice, including through electronic mail, if an email address was provided by Operator on Operating Agreement. In the event of an emergency, as determined by the Port, instructions may be issued by the Port and shall be effective immediately and throughout the duration of said emergency.



# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## **Crew Van Transportation Operating Instructions**

All passengers loading and unloading will be done in the areas designated by the Port of Seattle (Appendix A).

- A.** The operating area for Crew Vans is on the 3<sup>rd</sup> floor of the parking garage, at Island #3 under Skybridge #1. The height restriction in the garage is 10', All vehicles used for crew van operations must be able to operate in the parking garage.
- B.** The Crew Van Loading area is just east of the Ground Transportation Plaza, Island #3 under Sky Bridge #1. Drivers must remain with their vehicles at all times unless ground Transportation provides approval. The maximum allowable dwell time at Island #3 is 10 minutes. Vehicles using Island #3 must follow these safety rules.
  - 1. Headlights must be on at all times
  - 2. Do not exceed the posted speed limit of 10 m.p.h.
  - 3. All vehicles must stop at crosswalks for pedestrians
  - 4. No loading /unloading in thru lanes
  - 5. The maximum allowable dwell time at Island #3 is 30 minutes.
  - 6. The maximum idle time for all vehicles at Island #3 is 1 minute.
- C.** The Crew Van Unloading is restricted to the Departures Level (upper level) or the designated Loading Zones unless approved in advance by Ground Transportation.
  - 1. All vehicles must park as close to the curb as possible
  - 2. Vehicles must be actively unloading passengers
- D.** Ground Transportation must approve any exceptions, including passengers with special needs, in advance.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Airporter Operating Instructions

### Airporter Zone Door #02

- A. All Passenger loading and unloading will be done in the areas designated by the Port of Seattle
  - 1. Airporter Buses- Loading zones are on the south end of the Arrivals Drive (lower drive) near Door #02. Unloading zones are on the Departures Drive (upper drive) in the designated bus zones. Drivers must remain with their vehicle at all times. Airporter vehicles cannot be left unattended on the drives at any time.
  - 2. Airporters Buses may occupy a stall outside Door #02 in the Airporter Zone for a maximum of 20 minutes prior to their scheduled departure time.
  - 3. Staging is provided at the Charter Bus Lot at South 28<sup>th</sup> Street for all Airporter services.
  - 4. Paging systems are available in each area and should be used to announce only the departure of your service. Individual, already booked, passengers may be paged by name to your service.

### Downtown Airporter-Island #2

- B. Downtown Airporter - Loads passengers from designated loading zones on the 3rd floor parking garage, at Island 2. Vehicles using Island 2 within the 3<sup>rd</sup> floor of the Parking Garage must follow these safety rules:
  - 1. Headlights must be on at all times
  - 2. Do not exceed the posted speed limit of 10 m.p.h
  - 3. All vehicles must stop at crosswalks for pedestrians
  - 4. No loading/unloading in thru lanes
  - 5. The maximum allowable dwell time at Island 2 is 30 minutes.
  - 6. The maximum idle time for all vehicles at Island 2 is 1 minute.
- C. All Airporter Companies are required to update vehicle information prior to first trip conducted at the airport.
- D. All Airporter vehicles must have a working AVI sticker tag transponder (Automatic Vehicle Identification Tag) displayed in the window at all times while on Airport property.
- E. Wheelchair Accommodation/Special Needs Requests: Operator shall not deny a pick-up or Drop-off trip from customers with wheelchairs or other Special Needs, such as passengers with guide dogs or children requiring a car seat, provided that the passenger is

## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

able to properly install that car seat, etc. Pick-up or Drop-Off Special Needs trips must be fulfilled by Operator or must be referred to a similar service provider for fulfillment.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## **Belled-In Taxi Operating Instructions**

- A.** All unloading of passenger is restricted to the Departures Level Drive (upper drive).
  - 1. All vehicles must park as close to the curb as possible
  - 2. Vehicles must be actively unloading passengers
  
- B.** All prearranged passenger pick-ups will be conducted on the Arrivals Level (lower level)
  - 1. All vehicles must park as close to the curb as possible;
  - 2. Vehicles must be actively loading passengers. No waiting is permitted.
  - 3. Vehicles must have a current King County Plate to operate at the Airport along with a Belled-In Port of Seattle Permit.
  
- C.** Ground Transportation must approve any exception, including passengers with special needs, in advance.
  
- D.** Wheelchair Accommodation/Special Needs Requests: Operator shall not deny a pick-up or Drop-off trip from customers with wheelchairs or other Special Needs, such as passengers with guide dogs or children requiring a car seat, provided that the passenger is able to properly install that car seat, etc. Pick-up or Drop-Off Special Needs trips must be fulfilled by Operator or must be referred to a similar service provider for fulfillment.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Charter Bus Operating Instructions/Cruise Ship Season

- A.** All Charter Bus Companies must have an active Agreement on file with the Port of Seattle prior to pick up. This is to include but not limited to;
- a. Companies that have an agreement, contract, and/or lease for schools or travel agencies fall in line with Charter Bus Operator requirements and will need to have an agreement on file.
  - b. Companies will be invoiced the tariff rate.
- B.** Drivers will use the instructions listed below to the Charter Bus holding lot and the Northeast Ground Transportation Lot (NEGTL). Driver will enter the building at the holding lot and fill out a Charter Bus receipt, then use phone provided in the building dialing 5906 this will connect to the Ground Transportation dispatch.
- C.** Drivers will provide the following information:
1. Bus Company
  2. Bus number
  3. Name of Group they are picking up
  4. Airline
  5. Flight number
- D.** ETA for the flight arrival Operators cannot pick up groups from the Northeast GT Lot without first using the 28<sup>th</sup> St. Lot. Operators are allowed to load in the Northeast GT Lot when the tour group is prepared for loading and baggage is waiting in the Northeast GT Lot. Otherwise, buses must wait in the 28<sup>th</sup> St. Lot. The Bus and driver will stay in the holding lot until the group has contacted either Ground Transportation or the Drivers cell phone. If the group calls the driver the driver will call Ground Transportation Dispatch and inform them of the arrival of the group. The bus will then be released to proceed to the Northeast Ground Transportation Lot (Charter Bus Pick Up Lot). Vehicles may not be left overnight in the 28<sup>th</sup> holding lot without the approval of Ground Transportation staff.
- E.** Operators must complete a trip receipt when checking in at the 28<sup>th</sup> Street lot.

## Trip Receipt Form

- F.** Trip Receipt is required to be filled out completely and turned in prior to each pick-up. The trip receipt is a carbon-copy form. Operator should place the white/original copy in the locked box which will be submitted to the Ground Transportation administrative office. The yellow copy is for the company's Accounts Payable Department.
- i. Class 1 and 2: Class 1 is a van-Vehicle Capacity of less than 30. Class 2 is a coach-Vehicle Capacity of 30 or more. The vehicle Class must be marked. Vehicle size definitions are posted on the bulletin board, or

## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

driver can contact the GT office at 206-787-5904. If vehicle size is not marked, company will be billed at the Class 2 rate.

- ii. Date: Date of pick-up must be noted on the trip receipt.
- iii. Group Arrival Time: Scheduled flight arrival time of passengers.
- iv. Company Name: Must be written complete and clearly on the form. Companies with multiple locations will need to specify which location the Bus Company is from at the time of pick-up.
- v. Bus Number: Bus number will need to be listed on the form, if your bus does not have a bus number please list your license plate.
- vi. Business Address: Must be listed on each trip receipt, to include city, state and zip code.
- vii. Email: Email of administrative contact.
- viii. Office Phone Number: Company business phone number or point of contact for business.
- ix. Driver Name: Must be filled out clearly and completely.
- x. Group/Tour Name: Name of passenger or group name given.
- xi. Airline: Schedule airline of passengers.

**G.** Loading is limited to the Northeast Ground Transportation Lot (Charter Bus Pick up Lot). Each bus must check in at the 28<sup>th</sup> Bus Holding Lot prior to being dispatched by Ground Transportation staff to the Northeast GT Lot to pick up their assembled group. Drivers must park in assigned stall and must remain with their vehicles at all times unless Ground Transportation provides approval. The maximum wait time in the NEGTL may not exceed 20 minutes. Self-dispatching to pick up the party will result in a violation issued by Ground Transportation.

**H.** The Driver will exit the 28<sup>th</sup> Holding Lot and proceed to the Northeast GT Lot for pickup. Driver will then contact Ground Transportation Dispatch on the Intercom allowing the bus to access the Northeast GT Lot.

<u>28<sup>th</sup> St. Bus Holding lot directions</u>	<u>Northeast GT Lot directions</u>
From I-5: Take exit #152 / South. 188 <sup>th</sup> Street. Go West on South. 188 <sup>th</sup> Turn left at 28 <sup>th</sup> Avenue South Turn right at South 190 <sup>th</sup> – 433 feet Bus lot is on the right	Turn right from 190nd street to 28th Ave S. Turn left on 192nd St. Turn left onto International Blvd. Drive from 28 <sup>th</sup> St. Lot to Pacific Hwy. S. -Turn right from 192 <sup>nd</sup> St. to 28 <sup>th</sup> Ave. S.

## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

	<ul style="list-style-type: none"><li>-Turn left on 192<sup>nd</sup> St.</li><li>-Turn left onto International Blvd.</li><li>-Turn left on 182<sup>nd</sup> St. to Airport Expressway</li><li>-Travel on Airport Expressway and follow the sign to "Terminal/Parking"</li><li>-After going around loop, follow the sign to "Arrivals/ Parking"</li><li>-As the roads heads towards the parking garage, the entrance to the NE GT Lot is on the right.</li><li>-The route takes about 10 minutes.</li></ul> <p>Press the intercom on the keypad to access the lot</p>
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# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Courtesy Van Operating Instructions

- A.** All loading and unloading of passenger is restricted to Island 1 and Island 3 on the Courtesy Van Lanes within the 3<sup>rd</sup> Floor of the Parking Garage (see Appendix A). The following safety rules must also be followed:
1. Headlights must be on at all times
  2. Do not exceed the posted speed limit of 10 m.p.h.
  3. All vehicles must stop at crosswalks for pedestrians
  4. No loading/unloading in thru lanes
  5. All vehicles must park as close to the curb as possible
  6. Vehicles must be actively loading or unloading passengers
  7. The maximum allowable dwell time at Island 2 is 30 minutes.
  8. The maximum idle time for all vehicles at Island 2 is 1 minute.
- B.** There is no staging of vehicles on Airport property.
- C.** Ground Transportation must approve any exceptions, including passenger with Special Needs, in advance. Prior to your arrival at SEA, please call Ground Transportation (206) 787-5906 to request permission for use of the curbside Special Needs Drop Off/Pick-Up. Drop Off/Pick Ups must be done only at the requested airline location.
- D.** Wheelchair Accommodation/Special Needs Requests: Operator shall not deny a pick-up or Drop-off trip from customers with wheelchairs or other Special Needs, such as passengers with guide dogs or children requiring a car seat, provided that the passenger is able to properly install that car seat, etc. Pick-up or Drop-Off Special Needs trips must be fulfilled by Operator or must be referred to a similar service provider for fulfillment.
- E.** All Courtesy Van vehicles must have a working AVI sticker tag transponder (Automatic Vehicle Identification Tag) displayed in the window at all times while on Airport property.
- F.** All Courtesy Van Operators must review and sign the attached **Exhibit D-1**, which is incorporated herein with this reference.



# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Door-to-Door Shuttle Operating Instructions

- A.** All Passenger loading and unloading will be done in the areas designated by the Port of Seattle (Appendix A)
1. Loading passengers is restricted to the Ground Transportation Plaza area
  2. Unloading passengers is restricted to the bus zones on the Departure level unless approved in advance by Ground Transportation.
  3. Vehicles shall not wait or park at the curbside on the drives unless the drivers are actively unloading passengers on the Departure (upper) drive only.
  4. Vehicles shall not be left unattended on the drives or in the Ground Transportation lots.
- B.** Vehicles using the 3<sup>rd</sup> floor of the Parking Garage must follow these safety rules:
1. The height restriction in the garage is 10'
  2. Headlights must be on at all times
  3. Do not exceed the posted speed limit of 10 m.p.h
  4. All vehicles must stop at crosswalks for pedestrians
  5. No loading/unloading in thru lanes
  6. The maximum allowable dwell time at Island 2 is 30 minutes.
  7. The maximum idle time for all vehicles at Island 2 is 1 minute
- C.** Door-to-Door Shuttles cannot occupy their assigned loading zones earlier than 10 minutes prior to their scheduled departure.
- D.** Staging is provided at the South 28<sup>th</sup> Street Bus Holding lot for all Door-to-Door services.
- E.** All Door-to-Door Shuttle vehicles must have a working AVI sticker tag transponder (Automatic Vehicle Identification Tag) displayed in the window at all times while on Airport property.
- F.** Wheelchair Accommodation/Special Needs Requests: Operator shall not deny a pick-up or Drop-off trip from customers with wheelchairs or other Special Needs, such as passengers with guide dogs or children requiring a car seat, provided that the passenger is able to properly install that car seat, etc. Pick-up or Drop-Off Special Needs trips must be fulfilled by Operator or must be referred to a similar service provider for fulfillment.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## **Parcel/Luggage Hauler Operating Instructions**

- A.** Parking for the purposes of picking up parcels, luggage, or making deliveries is limited to the authorized stalls on the 3rd floor of the Parking Garage, just east of the Ground Transportation Plaza.
- B.** All Parcel/Luggage hauler vehicles must be marked with the company's logo at all times while on Airport property.
- C.** All Parcel/Luggage hauler vehicles must have a valid parcel carrier permit adhered to the front windshield at all times while on Airport property.
- D.** Vehicles using the stalls within the 3<sup>rd</sup> floor of the Parking Garage must follow these safety rules:
  - 1. Headlights must be on at all times
  - 2. Do not exceed the posted speed limit of 10 m.p.h.
  - 3. All vehicles must stop at crosswalks for pedestrians
- E.** Parking is limited to 2 hours for those operators designated as Parcel Carriers or Luggage Haulers or Baggage Delivery Services. Extensions of these times will not be granted.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Pre-arranged Limousine Operating Instructions

- A.** All passengers unloading will be done on the Departure Level (upper) only. Passengers must be directed to Arrival Level (lower) for pick-up.
- B.** A driver choosing to use the assigned parking stalls in the 3<sup>rd</sup> floor GT Plaza must check in with the GT Booth on the 3<sup>rd</sup> Floor prior to departing with passengers regardless of how they are dispatched, by using the Self-Serve Drivers Check in Computer. Drivers must enter their current For Hire ID badge or Chauffeur Credential Identification badge to obtain a driver pass.
- C.** Driver must enter the following information into the Self-Serve Driver's Pass keyboard:
1. License plate number - Correct license plate of vehicle you are currently driving.
    - a. Driver's King County For-Hire License/Permit or authorized Chauffeur Credential  
  
(Drivers may not access Port premises designated as staging area and terminal drives for pick-up of passengers without having in his/her possession a current For Hire ID badge or Chauffeur Credential Identification badge must be displayed on the outer-most garment above the waist at all times).
    - b. Passenger's name - A full name of the passenger is required. If the name of your passenger is not available, you must put the complete company name you are receiving the pre-arranged fare from; i.e.; Shuttle Express, Uber, etc.
    - c. Name of airlines and flight number - Information must be accurate.
    - d. Flight arrival time
    - e. Stall number vehicle is parked in.  
Driver's Pass must be displayed on the vehicle's dashboards and readable, prior to entering the terminal. Sixty (60) minutes of parking will be authorized in the 3<sup>rd</sup> Floor GT Plaza. If a time extension is needed, you must call GT for authorization, please note the time, date, and the Controller who gave authorization, or you may return to the GT booth to fill out a paper pass.
- D.** Vehicles using the stalls within the 3<sup>rd</sup> Floor of the Parking Garage must follow these safety rules:
1. Headlights must be on at all times
  2. Do not exceed the posted speed limit of 10 m.p.h.
  3. All vehicles must stop at crosswalk for pedestrians
  4. No loading/unloading in thru lanes
- E.** Drivers may not loiter, solicit, wait or park on Airport Drives, including inside the terminal and parking garage. Drivers may not wait or meet customers in the seating and counter area of the 3<sup>rd</sup> floor of the parking garage.

## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

- F.** All Prearranged Limousine vehicles must have a valid limousine permit displayed in the window at all times while on Airport property.
- G.** To access the Main Terminal, limousine drivers must have a hand held sign that cannot exceed 15" by 15" or be less than 8.5 by 11 in size or as otherwise approved by the Landside Operations Manager or designee, hereinafter "LOM" hand held signs must have either the name of the individual, group or company being met. The name /logo of the Company must be on the sign, must not exceed 25% of the sign, and be of a professional quality. The Company phone number may not be on sign.
- H.** There are no staging facilities for Pre-Arranged Limousine services on airport premises. The 3rd Floor Limousine Parking area is for active customer loading/unloading only. Personal or other business uses are not allowed.
- I.** Staging in the cell phone lot is not permitted at any time.
- J.** Wheelchair Accommodation/Special Needs Requests: Operator shall not deny a pick-up or Drop-off trip from customers with wheelchairs or other Special Needs, such as passengers with guide dogs or children requiring a car seat, provided that the passenger is able to properly install that car seat, etc. Pick-up or Drop-Off Special Needs trips must be fulfilled by Operator or must be referred to a similar service provider for fulfillment.

## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

### **Transportation Network Companies Operating Instructions**

- A.** Transportation Network Company Drivers (TNC Drivers), in approved Transportation Network Company Vehicles (TNC Vehicles), may transport passengers with their personal baggage on to and off of Airport property. TNC Drivers shall only accept rides booked through the Transportation Network Company's mobile application.
- B.** Unless otherwise changed, relocated or abolished by the Port, all passenger unloading shall be done on the Departure Level only and all passenger loading shall be done in designated stalls in the 3rd floor GT Plaza. During periods of high traffic, or as may be necessary for operational purposes, TNC Vehicles may be directed to temporary alternative drop-off locations through use of Variable Message Signs (VMS) or other methods. Notwithstanding the foregoing, in the event that ride is requested or terminates at the Consolidated Rental Car Facility (RCF), the Driver may perform passenger loading and unloading in the designated and marked unloading/loading areas on the south end of the RCF's Customer Service Building.
- C.** TNC Use of Premises. The Port will designate and identify all loading/unloading, staging, and holding areas and reserves the right to change, designate, relocate or abolish these areas or portions thereof at any time. TNC Exhibits A, B, C, and D which are incorporated herein with this reference, outlines specific areas covered under these Operating Instructions. Subject to change, relocation or abolishment, the staging for TNC Vehicles will be at the GT lot on S. 160<sup>th</sup> Street. In the event the designated staging area is full, TNC Driver must exit Airport property. The 3<sup>rd</sup> floor loading area is for active customer loading only and passengers may be loaded or unloaded only in designated locations. Except for the designated staging area on S. 160<sup>th</sup> Street, stopping, parking, or staging in the cell phone lot or elsewhere within the boundaries of the established Geofence (as defined below) is not permitted at any time. Looping or cruising within the boundaries of the Geofence is also not permitted at any time. Operator shall also ensure that its Drivers and Vehicles do not have a negative impact on any streets surrounding the Airport outside the Geofence. In the event that the Port receives complaints from any neighboring jurisdiction about adverse impacts from TNC Drivers and/or Vehicles as they await rides from the Airport, the Operator agrees to work with the Port and neighboring

## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

jurisdiction(s) to mitigate such adverse impacts, including through the implementation of virtual queues. TNC Drivers may not restrict, block, or impede the movement of any vehicular or pedestrian traffic at the Airport.

- D.** All TNC Vehicles using the designated stalls within the 3rd floor of the GT Plaza must follow these safety rules:
- a. Headlights must be on at all times
  - b. Do not exceed the posted speed limit of 10 MPH
  - c. All vehicles must stop at crosswalk(s) for pedestrians
  - d. No loading/unloading in thru lanes
  - e. All vehicles must be actively loading in designated stall unless otherwise authorized by the Port
  - f. Per Washington State RCW 46.16A.200, A license plate shall be displayed on front and back of vehicle.
- E.** The Transportation Network Company shall at all times ensure, and certify as reasonably requested by the Landside Operations Manager, that: (i) every TNC Driver has a valid driver's license and valid automobile insurance that meets the minimum legal requirements, whether imposed by Washington law, the City of Seattle or King County, (ii) it has completed a Department of Motor Vehicles record check and criminal history check of each TNC Driver, as required by City of Seattle and King County ordinances, and (iii) each TNC Vehicle meets all of the operating and safety requirements required by the City of Seattle and King County ordinances.
- F.** Credential and Driver Requirements. TNC Drivers must comply with the following credential requirements: (i) Driver must have a valid For-Hire permit, a TNC vehicle decal and TNC Trade Dress (see Trade Dress below) to operate on Airport Property; (ii) Driver must use the TNC's Driver App to properly record the activities and status of the driver and passenger; (iii) Driver must have valid driver's and For-Hire licenses present at all times while operating at the Airport; and (iv) Driver must present information, including For-Hire permit, viewing the Driver's ride confirmation on the Driver's cellular phone, or any other method to validate the Driver's purpose for being on Airport property, upon request by Airport personnel. While at Airport for purposes other than operating for Operator, Driver must have TNC's Driver App turned off.

## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

### **G.** Trade Dress.

- a. All TNC vehicles shall be prominently marked with appropriate trade dress. The TNC shall provide the Landside Operations Manager with a photograph of the TNC's Trade Dress along with a description of the designated location for the display of this trade dress on TNC Vehicles, all of which shall be subject to the prior, written approval of the Landside Operations Manager. Trade Dress cannot subsequently be modified without the prior, written approval of the Landside Operations Manager.
- b. TNC's Trade Dress must be distinguishable by the Landside Operations Manager and other Airport officials at a distance of no less than fifty (50) feet.
- c. Trade Dress shall include, but not limited to, at least one identifiable symbols and/or signs on vehicle dashboard. Window clings and removable magnetic Trade Dress is also acceptable. Removable magnetic and/or window cling Trade Dress must be affixed to the front windshield.
- d. While operating within the boundaries of the Geofence, whether or not carrying a passenger, every TNC Vehicle shall display the Transportation Network Company's Trade Dress in the designated trade dress location. Beacon lights, if applicable, used for Trade Dress must be turned on and properly mounted on front dashboard. TNC Drivers may not install, alter, or remove the designated trade dress while within the boundaries of the Geofence.

### **H.** Driver/Vehicle ID. Operator shall, upon request by the Port, validate that a Driver and/or Vehicle are associated with and otherwise approved for operation by Operator. Operator shall provide the Port with a designated point of contact that can, upon request, provide the Landside Operations Manager, or other authorized Port staff the following information, in a form reasonably acceptable to the LOM, at any time:

- a. Driver Identity and color photo
- b. Vehicle make, model, and color photo
- c. License plate number and issuing state
- d. Certificates of Insurance
- e. Virtual waybill for a current, validated trip that starts or ends at the Airport, which trip allows the TNC Driver and TNC Vehicle to be within the boundaries of the Geofence at that time.

## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

- I. Geofence.** Transportation Network Company shall, at all times, maintain Airport-approved monitoring software that, in conjunction with the TNC's location-aware mobile application, allows Operator to track TNC Drivers entrance into, travel within, and exit from the boundaries of the Airport (the "Geofence"), which boundaries shall be as identified by the Landside Operations Manager. The TNC will use the Geofence to monitor and track TNC Drivers to ensure that: (i) Drivers are, except when located within the designated staging area on S. 160<sup>th</sup> Street or any other private staging area approved by the Port, unable to accept a request for an outbound trip from passenger/customer located within the boundaries of the Geofence; provided that this requirement does not prohibit (a) acceptance of a trip request by a second or subsequent rider using a carpooling feature, (b) acceptance of a trip request by a TNC Driver who is enroute to conduct a drop-off at the Airport but who has not yet dropped off their passenger, or (c) acceptance of a trip request pursuant to the parameters of Rematch, as defined below; (ii) Drivers do not enter the boundaries of the Geofence except when dropping off a passenger/customer at Airport, picking up a passenger/customer in response to a request accepted by the TNC Driver outside the boundaries of the Geofence or from within the designated staging area on S. 160<sup>th</sup> Street Lot, or through Rematch, or proceeding to the designated staging area on S. 160<sup>th</sup> Street or other, approved private staging area; and (iii) TNC Drivers do not cruise or loiter within the boundaries of the Geofence while waiting for a passenger/customer request for a ride. The Geofence information shall also be used for reporting to the Port as required by the terms of the Operating Agreement, and shall be available to the Port for audit at any time. Nothing in this requirement related to a Geofence shall, however, limit the Port's right to require future software integration as allowed by the terms of the Operating Agreement.
- J. Wheelchair Accommodation/Other Special Ride Requests:** TNC shall not deny a pick-up request from customers with wheelchairs or other special needs, such as passengers with guide dogs or children requiring a car seat, provided that the passenger is able to properly install that car seat, etc. Pick-up requests must be fulfilled by TNC or must be referred to a similar service provider for fulfillment.
- K. Customer Feedback Mechanism.** TNC shall make available to customers a platform (ideally within their smartphone application) which allows



## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

customers to provide feedback regarding their experience/ride directly to the Port of Seattle.

- L. Future Innovations/Products: Operator may, from time to time, propose to the Port the testing, experimentation, and implementation of specific new products or features designed to enhance TNC operations at the Airport as long as such products and features are generally consistent with the Port's existing concession and permit framework. Upon the Port's express approval, such testing, experimentation, or implementation may commence without requiring further modification to the underlying Agreement. The Port reserves the right to revoke its approval for testing, experimentation, or implementation of specific new products or features.
  
- M. Rematch. A "Rematch" occurs when a TNC Driver/Vehicle, following a completed transaction and customer drop-off on the Airport's Departure drives, is immediately dispatched for a customer pick-up and enters the parking garage via the South or North entry, bypassing the need to return to the staging area for pick-up dispatch ("Rematch"). The Port may revoke, alter drive patterns/entries, or otherwise modify TNC Rematch programs at any time. TNCs desiring to utilize a Rematch program, if permissible by the Port under these Operating Instructions, must comply with the following requirements:
  - a. Written notice provided to the Port of TNC intention to participate in a Rematch program;
  - b. TNC Drivers will be dispatched for a pick-up within a maximum of two (2) minutes following drop-off, otherwise TNC Driver will not be considered for a Rematch and must return to the designated staging area or depart Airport property;
  - c. Once dispatched for a Rematch pick-up, drivers will continue off the Airport drives via the return to terminal loop and immediately enter the parking garage South entry plaza, following the signs for Rematch via the Terminal Direct bypass, or via the North entry through the Ground Transportation vehicle entry;
  - d. TNC Drivers without a pick-up dispatch will not enter the TNC pick-up area in the garage;
  - e. TNCs must end the Rematch program if the Port, based on its sole discretion, determines that the TNC is not complying with the parameters for the Rematch program;

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

i.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Lost and Found Procedures

Articles found on Airport property must be turned into the Ground Transportation Booth on the 3<sup>rd</sup> Floor of the Parking Garage. These articles will be delivered to the Airport Lost and Found Office at the beginning of the following workday.

Customers who have had their article turned into the Ground Transportation Booth should be directed to the Airport Lost and Found Office.

<p>Airport Lost and Found Seattle-Tacoma International Airport P.O. Box 68727 Seattle, WA 98166 (206) 787-5312</p> <p><a href="https://www.portseattle.org/services-amenities/lost-and-found">https://www.portseattle.org/services-amenities/lost-and-found</a></p>	<p>Mezzanine Level of the Airport Terminal</p> <ul style="list-style-type: none"><li>• Use the elevator behind Alaska Airlines' Ticket counter and go up one level to the mezzanine.</li><li>• Door 6016</li><li>• Note: The location of the Lost and Found Office may change after the execution of this contract. Please call their office before visiting them to verify their location.</li></ul>
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Articles left behind in the operator's vehicle are the responsibility of the operator. Ground Transportation will not accept responsibility for the article unless the owner of the article has authorized Ground Transportation to hold the article for pick up. Articles will be taken to the Airport Lost and Found Office the following workday.

## Customer Comments

Customer Comments taken by Ground Transportation will be forwarded to the Port of Seattle's Customer Relations Advocate and the responsible operator.

Airport customer comments or concerns should be forwarded to:

(206) 787-4031

(800) 544-1965

<http://www.portseattle.org/about/contact>

## Emergencies at the Airport

For airport emergencies that require the attention of the airport Police or Fire Department, dial **911** from any phone. Your cooperation in reporting emergencies will help reduce confusion regarding the exact location and nature of the emergency. The precise directions you offer will reduce the response time for the first responders and provide adequate staff to the scene.

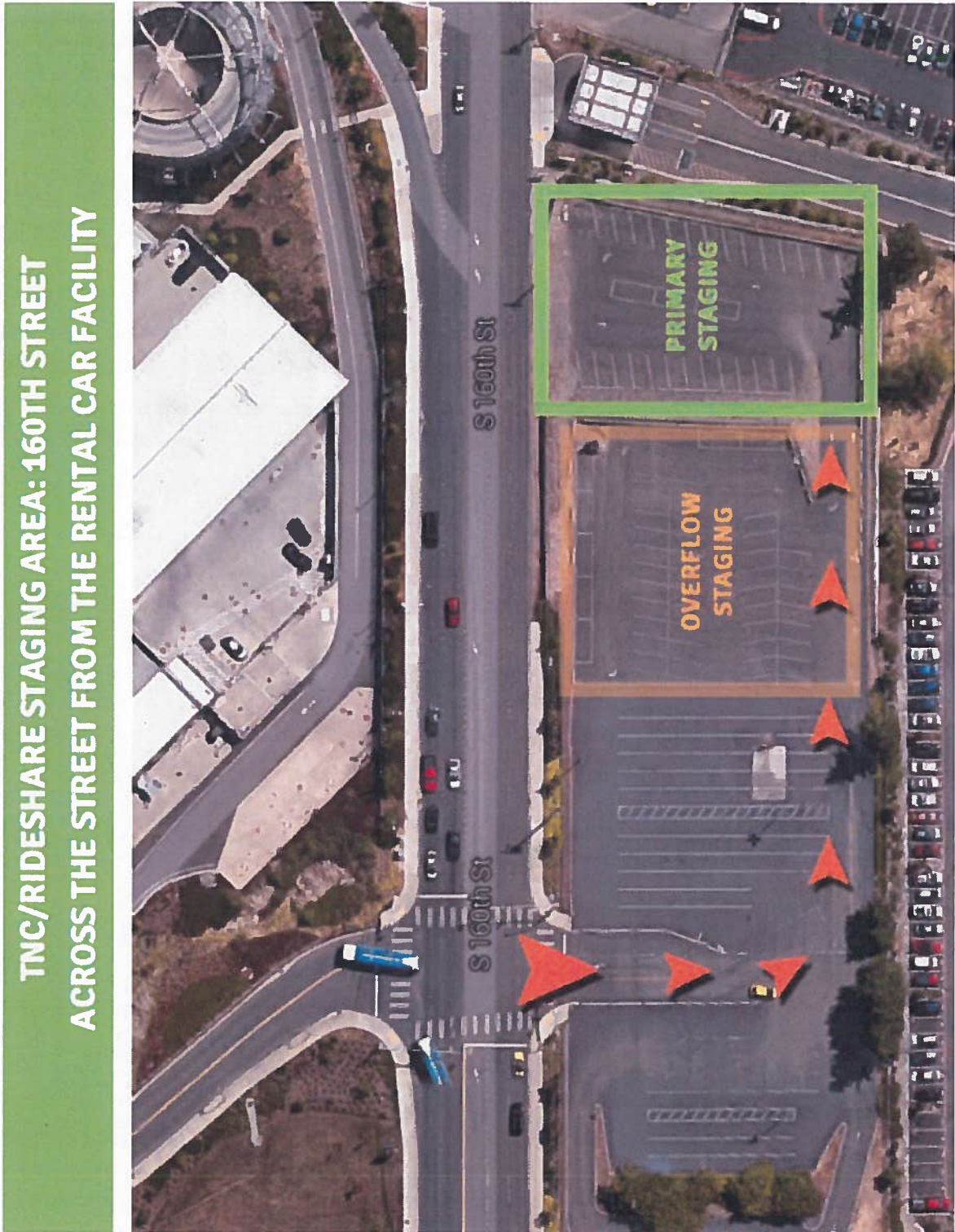
The nature of the emergencies you may see will vary. There may be an incident that requires the attention of medical personnel or police personnel. In the event you are a witness to behavior that

## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

you believe to be suspicious in nature (theft, security, bodily harm to others, etc.), report the incident to the Port of Seattle Police immediately.

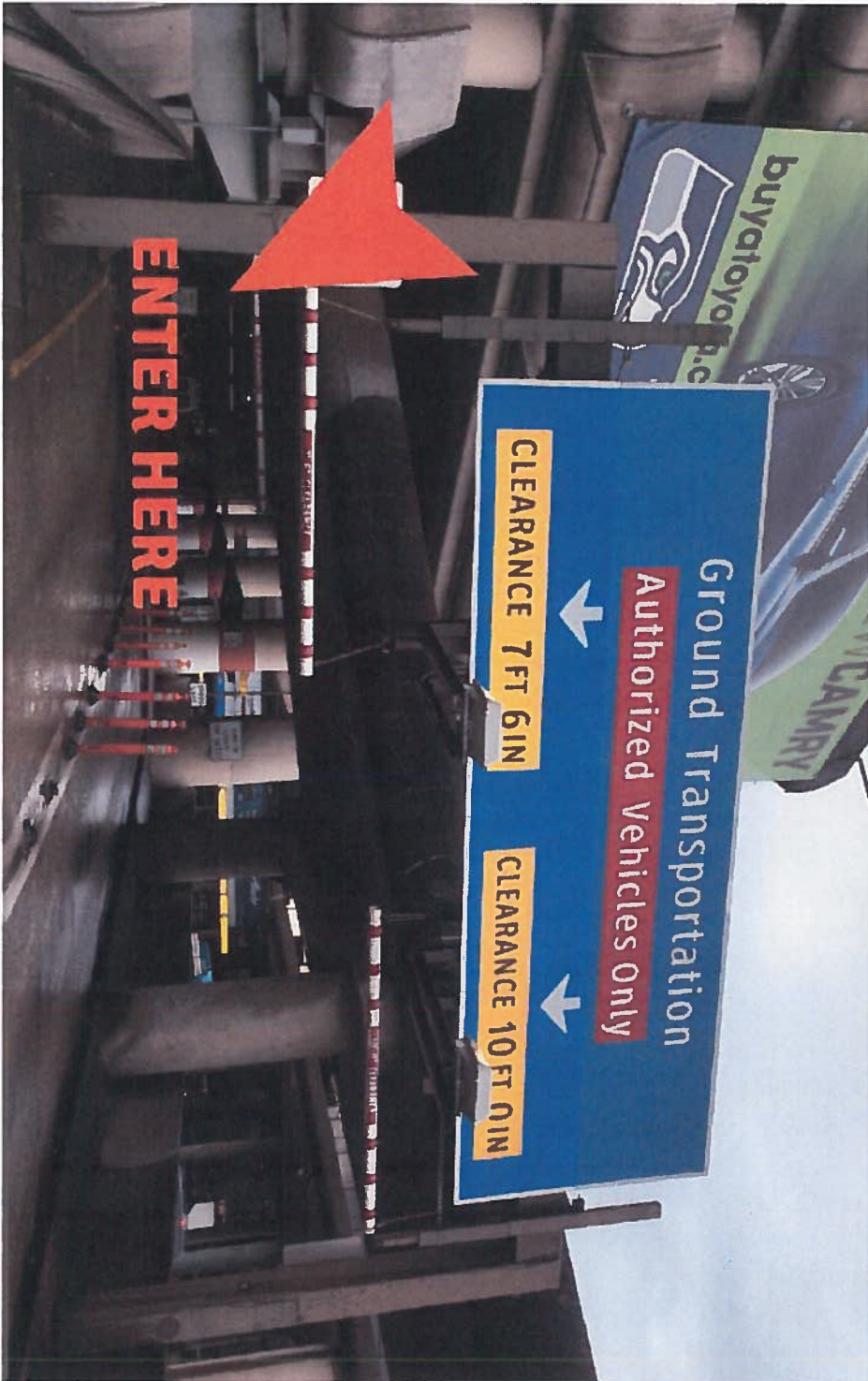
Seattle-Tacoma International Airport  
Ground Transportation Rules & Instructions

TNC EXHIBIT A



# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

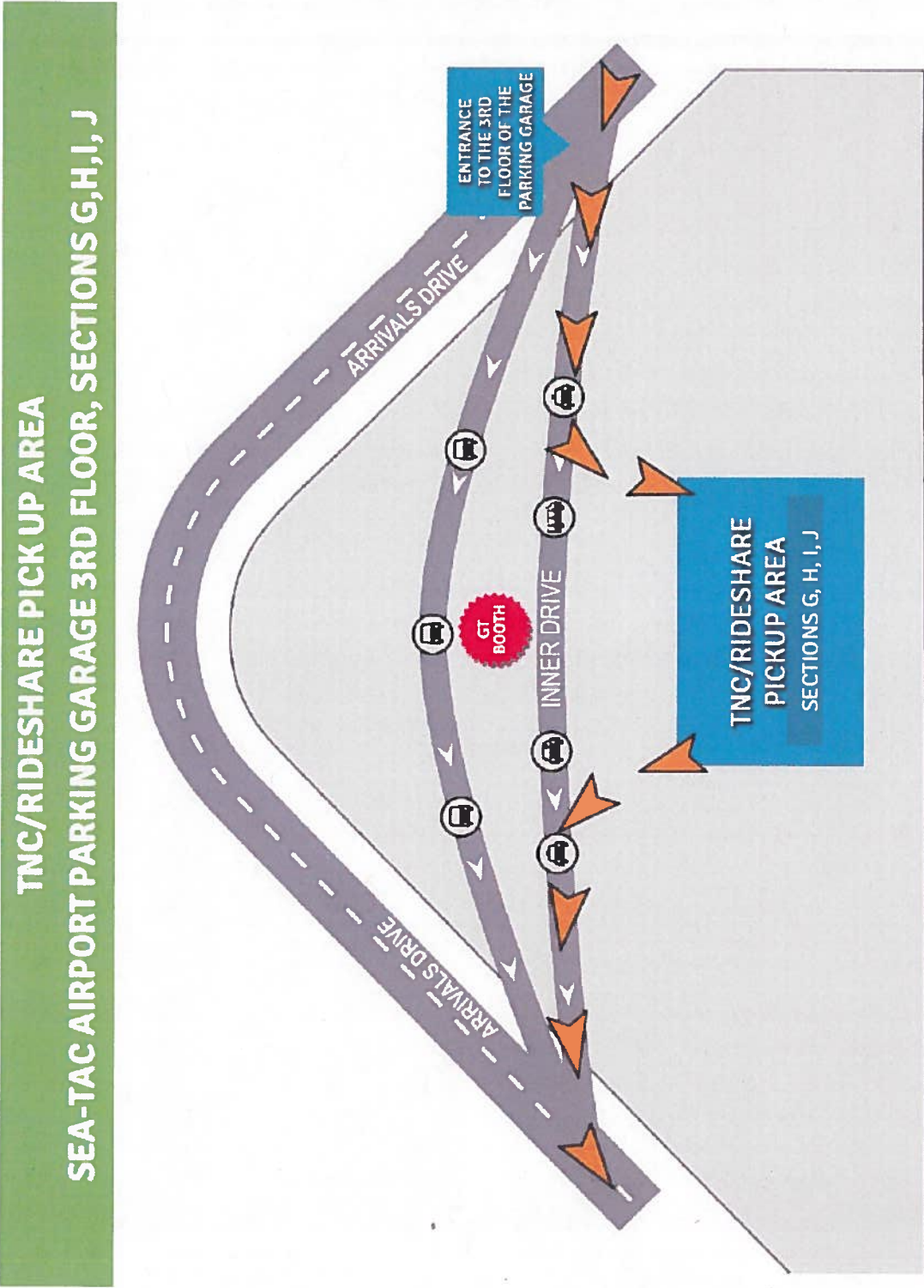
## TNC EXHIBIT B



**ENTRANCE TO 3RD FLOOR AIRPORT PARKING GARAGE  
GROUND TRANSPORTATION OPERATING AREA**

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

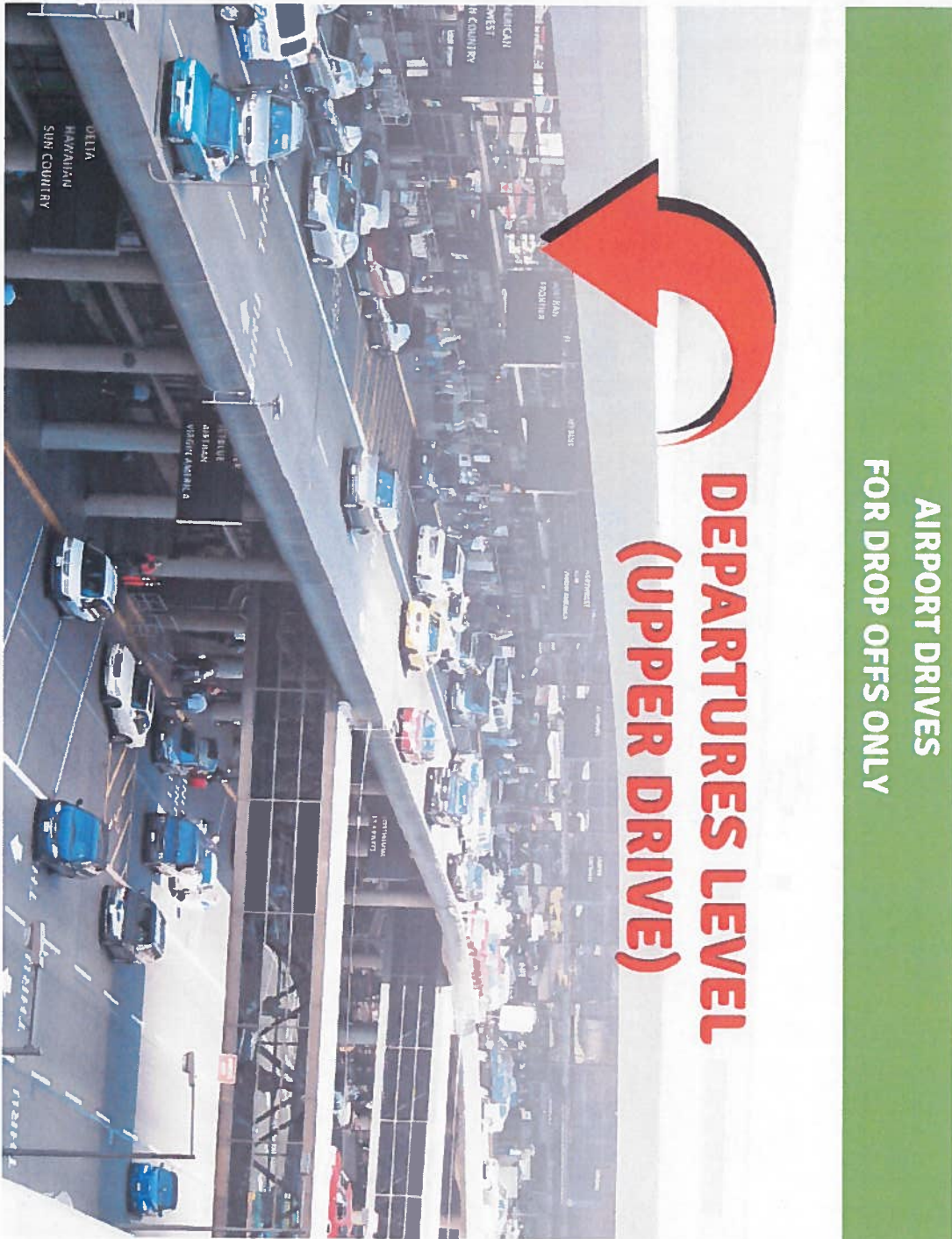
## TNC EXHIBIT C



**TNC/RIDESHARE PICKUP AREA  
SEA-TAC AIRPORT PARKING GARAGE 3RD FLOOR, SECTIONS G,H,I, J**

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## TNC EXHIBIT D





Seattle-Tacoma International Airport  
Ground Transportation Rules & Instructions

**EXHIBIT D-1**  
**COURTESY VEHICLE OPERATOR CERTIFICATION**

The signatory below, and/or their designee, agrees to provide ADA (Americans with Disabilities Act) training to all drivers who work for this company no less than annually and that all drivers who operate at Seattle-Tacoma International Airport (SEA) will be advised of SEA's accessibility policy which allows drivers to drop off on the upper drive at Doors 11, 19, or 25 as long as the driver calls the Ground Transportation Office at 206-787-5906 to receive approval before arriving.

**Date:** \_\_\_\_\_

**Operator:** \_\_\_\_\_

**DBA:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_