

CITY OF ST. LOUIS

XXX

**TAXICAB GROUND TRANSPORTATION USE
AGREEMENT**

AL –

AIRPORT NUMBER AL-

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

TAXICAB GROUND TRANSPORTATION USE AGREEMENT

The City of St. Louis (“**City**”) hereby grants to XXX (“**Permittee**”), permission to occupy and use the non-exclusive spaces more fully described in Section 1 below at St. Louis Lambert International Airport (“**Airport**”) subject to and in accordance with the terms, covenants, warranties, and conditions of this Taxicab Ground Transportation Use Agreement (“**Permit**”).

SECTION 1. SPACE:

- A. City hereby grants to the Permittee permission to occupy and use the non-exclusive space or areas designated by the Airport that are located in both the Terminal 1 and Terminal 2 garage areas and referred to as “**Passenger Pick-Up Locations**”, as more fully described and illustrated in the attached **Exhibit A**, which is incorporated herein. In addition to the Passenger Pick-Up Locations, Permittee is hereby granted the right to occupy and use the two non-exclusive spaces or areas designated by the Airport and known as the “North Side of Cargo Road” and the “Pear Tree Lot”, a surface lot located on Pear Tree Lane, both considered “**Taxi Staging Areas**” and more fully described and illustrated in the attached **Exhibit A**, which is incorporated herein. The Passenger Pick-Up Locations and the Taxi Staging Areas are collectively referred to herein as the “**Space**” and all rights and privileges granted hereunder are subject to the terms, covenants, warranties, and conditions of this Permit. The rights granted in Section 2 hereof must only be exercised on the Space.
- B. The Director shall have the right to add, substitute, or relocate, all, or portions of the Space upon notice to the Permittee. The City will not be liable or responsible for any loss whatsoever including, without limitation, any inconvenience, or loss by the Permittee of work time, profit, or business, actual, incidental, consequential, or special damages resulting from these changes to the Space.
- C. Permittee accepts the Space "**AS IS**," with no representations or warranties whatsoever expressed or implied, either oral or written, made by the City or any of its agents or representatives. City without limitation expressly disclaims and negates, as to the Space: a) any implied or expressed warranty of merchantability, b) any implied or expressed warranty for a particular purpose, and c) any implied warranty with respect to the Space or any portion thereof.

SECTION 2. USE:

- A. City hereby grants to the Permittee, subject to and in accordance with all of the terms, covenants, warranties, conditions and provisions (“**Provisions**”) of this

Permit, the nonexclusive right, license and privilege to operate a public taxicab transportation service from the Airport.

- B. Permittee may, at its discretion, provide Taxicab services to the Airport from points in the St. Louis Standard Metropolitan Statistical Area (“**SMSA**”) for persons in need of such service, if and when authorized by the authorized governmental agency for the jurisdiction where the Airport is located (presently the Metropolitan Taxicab Commission), in accordance with and subject to all applicable codes, laws, licenses, and regulations (See Rules and Regulations Section 6-1).
- C. Permittee may not solicit, in any manner, from the Space or anywhere on the Airport, except through authorized advertising arranged through the Airport’s agent. Permittee may not hire or contract with others to solicit for Permittee at the Airport (see Rules and Regulations Sections 3-1, 7-7, 7-8, & 7-9).
- D. Taxicab drivers must remain in Permittee’s Taxicab vehicle except to meet and assist customers while at the Terminal 1 and Terminal 2 (See Rules and Regulations Sections 6-1 & 7-9a).
- E. Permittee must share Space with other permittees or licensees of the Airport.
- F. Permittee must have valid operating authority (i.e. certificate of convenience and necessity, licenses, or permits as the case may be) issued by the appropriate authorizing agency (presently the Metropolitan Taxi Commission), (see Rules & Regulations Sections 3-2, 3-3, & 6-1).
- G. Permittee must notify in writing the City in the event of change of ownership or “doing business as” (d/b/a) name at least thirty-days (30) in advance of such changes. (Such change may require the submission of a new Taxicab Ground Transportation Use Agreement Application.)
- H. Permittee acknowledges that it has received a copy of the Airport’s “Ground Transportation Rules and Regulations,” which are incorporated herein by reference (“**Rules and Regulations**”), and specifically agrees to strictly comply with all applicable Rules and Regulations as they may be amended or changed from time to time by the Airport Director, as they apply to Permittee’s operations at the Airport.

SECTION 3. TERM: The term of this Permit shall be for a period of twenty-four (24) months beginning on May 1, 2019, and shall end on April 30, 2021, unless sooner suspended or terminated in accordance with other provisions of this Permit. City or Permittee may terminate this Agreement without cause by giving ten (10) calendar days’ notice to the other party with no liability to the terminating party and such termination shall be deemed a no fault cancellation.

SECTION 4. PERMIT FEE PAYMENT:

- A. Permittee will pay to City without demand on or before the first day of each month of the term of this Permit a monthly “**Permit Fee**” in the amount of Two Hundred

Forty Six Dollars (\$246.00) per Taxicab vehicle operated at, to or from the Airport by Permittee, as reflected by the number of Taxicab vehicle identification tags issued to the Permittee for use in that month. Permittee may request changes to the number of Taxicab vehicle identification tags issued at any time during the month, however City will not pro-rate fees for partial month usage for the previous month.

- B. All unpaid fee payments or charges due City under this Permit shall be considered delinquent if not paid by the 10th day of the month in which said payments are due and shall be subject to a service charge of 1.5% per month. Permittee agrees that it shall pay and discharge all reasonable costs and expenses including attorneys' fees and litigation costs incurred or expended by City in collection of said delinquent amounts due including services charges within thirty-days (30) of the City's written request. (See also Section 21 entitled "Conditions of Default".)
- C. Payments shall be made payable to the Treasurer of City of St. Louis and mailed to Assistant Director of Finance, P.O. Box 10036, St. Louis, Missouri 63145, or at such other place in the City of St. Louis, Missouri as City may hereafter notify Permittee and shall be made in legal tender of the United States.

SECTION 5. AIRPORT TRIP FEES: The Permittee and/or its Taxicab drivers shall not be exempt from the "**Airport Trip Fee**" which is presently three dollars (\$3.00). The Airport Trip Fee must be paid to the City each time that a taxicab exits from Airport premises. The Airport Trip Fee shall be levied on a per trip basis, regardless of the number of passengers. The Airport Trip Fee shall be designated and adjusted from time to time at the sole discretion of the City. If charged directly to the passenger(s), the Airport Trip Fee paid to the City must be clearly indicated on the published Fare Schedule.

SECTION 6. PROMPT PAYMENT OF TAXES AND FEES: Permittee warrants, covenants and agrees to pay promptly all lawful general taxes, special assessments, excises, license fees, and permit fees of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, certificates, or permits required under federal, state, or local laws and regulations in order to conduct its business at and upon the Airport, and further warrants, covenants and agrees not to permit any of said taxes, assessments, fees and charges to become delinquent.

SECTION 7. COMPLIANCE WITH LAWS AND REGULATIONS: Permittee warrants, represents, stipulates, and covenants that the Permittee shall strictly comply with all applicable rules and regulations including, without limitation, ordinances, codes, resolutions, plans, operating directives, environmental plans, permits or programs, Airport Certification Manual, Ground Transportation Rules and Regulations and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as they may be amended from time to time. Permittee warrants, represents, covenants, stipulates and agrees that the Permittee shall comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City and all federal, state, city, local and other governmental authorities, now or hereafter applicable

to the Space or to any adjoining public ways, as to the manner of use or the condition of the Space or of adjoining public ways.

SECTION 8. HOURS OF OPERATION: Permittee acknowledges, stipulates, and agrees that the hours of operation for Taxicab Services at the Airport set out in this Section 8 shall apply to all Permittees who have entered into a Taxicab Ground Transportation Use Agreement with the City. Permittee acknowledges, stipulates, and agrees that it is the responsibility of each Permittee to coordinate the staging of each Permittee's Taxicab in order to satisfy the requirements of this Section 8. Permittee acknowledges, stipulates, and agrees that a breach of this Section's requirements will result in each Permittee being assessed the Liquidated Damages stated in Section 24.A.i or 24.A.ii, as the case may be. Permittee acknowledges, stipulates, and agrees that the hours of operation for Taxicab Service at the Airport shall be as follows:

- i. At least one Taxicab vehicle must be available for immediate engagement at each of the Airport's two (2) designated Passenger Pick-Up Locations every day between the hours of 5:00 a.m. and midnight (see Sections 24.A.i).
- ii. Taxicabs shall be available on an as needed basis every day from midnight to 5:00 a.m., provided that the total wait time for any passenger at either Passenger Pick-Up Location shall total not more than ten (10) minutes (see Sections 24.A.ii).

SECTION 9. STANDARDS OF SERVICE: The Permittee shall furnish a first-class taxicab transportation service to serve the needs of the patrons, employees, and other users of the Airport. The Permittee hereby warrants, represents, stipulates, covenants, and agrees that all Airport Taxicab Services performed under this Permit by the Permittee shall be in strict adherence to the following "**Standards:**"

- A. The Permittee shall be solely and completely responsible for the professional appearance and conduct of its Taxicab drivers, officers, employees, contractors, subcontractors, independent contractors, representatives, and agents. At a minimum, each Taxicab driver shall meet the following Standards:
 - i. At all times, maintain all licenses, permits, or certificates of convenience and necessity that may be required by the Metropolitan Taxicab Commission and the State of Missouri to operate a Taxicab vehicle.
 - ii. At all times, comply with all Airport Ground Transportation Rules and Regulations, as may be amended from time to time.
 - iii. At all times display a Metropolitan Taxi Commission issued Driver Identification Card with, at a minimum, a photograph of the driver, a driver identification number, and a telephone number for complaints clearly visible to passengers. (See Sections 10.D and 24.A.vi.)
 - iv. At all times display, an Airport issued identification badge (see Section 10.D, Section 23 entitled "Security Badging", and Section 24.A.vii).

- v. Greet and interact with all passengers and prospective passengers in a courteous and professional manner (see Section 10.B).
- vi. At all times, comply with the Permittee's Uniform Dress Code as approved by the Director in writing (see Section 10C and Section 24.A.iii).
- vii. Have a working knowledge of the geography and general layout of the St. Louis Metropolitan area. (See Section 10.B.)
- viii. Have a working knowledge of the Airport terminals and specific airline locations. (See Section 10.B.)
- ix. Offer loading and unloading assistance with passenger luggage. (See Section 10.B.)
- x. Exhibit fluency in the English language in both its written and spoken form. (See Section 10.B.)
- xi. Engage in professional conduct at all times including, without limitation, time spent in the established Passenger Pick-Up Locations and the Taxi Staging Areas (see Section 10B).
- xii. Drivers shall at all times remain with their vehicles while in the Airport terminal areas; no recruiting or "touting" of passengers shall be permitted (see Section 3.D).

B. The Permittee shall be solely and completely responsible for the appearance and operation of all Taxicab vehicles in service under this Permit. At a minimum, the Permittee warrants, represents, stipulates and agrees that all Taxicab vehicles in service under this Permit shall meet the following Standards:

- i. All Taxicab vehicles must be a sedan, a sports utility vehicle (SUV), and/or a van that are well maintained in appearance and mechanical function and with a minimum wheelbase of one hundred ten (110) inches and a minimum curb weight of three thousand three hundred (3,300) pounds. Each Taxicab vehicle in service under this Permit must be from model year 2010 or later. Vehicle age will be calculated from the first day of January of the vehicle's model year. All Taxicab vehicles shall be dedicated to Airport Taxicab Service at the Airport and shall not be used for any taxicab transportation service not originating or terminating at the Airport, unless specific approval is first obtained from the Airport Director.
- ii. The Permittee shall immediately remove from service and replace any Taxicab vehicle that does not meet the vehicle standards and requirements of this Section 9.

- iii. The Permittee shall at all times maintain and timely (within ten (10) calendar days) update and provide the Director with a revised copy of the supplemental attachment to Permittee's Taxicab Ground Transportation Use Permit Application entitled 'Supplemental Schedule Taxicab Fleet Information'. (See also Section 19 entitled 'Subcontracting').
- iv. Each Taxicab shall have operational air conditioning and heating systems.
- v. Each Taxicab shall bear a consistent trademark and paint scheme.
- vi. Each Taxicab vehicle shall bear a unique Identification Number as part of the trademark and paint scheme, clearly visible to prospective passengers.
- viii. Each Taxicab shall be equipped with an electronic trip/fare meter with a display visible to the passenger. The meter shall be properly calibrated and maintained by the Permittee at its cost according to manufacturer's specifications.

Section 10. PERSONNEL/TAXICAB DRIVERS:

- A. Regardless of the legal relationship between the Taxicab driver and the Permittee (e.g. employee, leased employee, contractor, subcontractor, independent contractor, lease/operator, owner/operator), it will be the sole responsibility of the Permittee to ensure that the Permittee's Taxicab drivers comply with all of the applicable Provisions of this Permit. Permittee hereby acknowledges, stipulates, and agrees that the Permittee shall be responsible for the performance of its officers, employees, contractors, subcontractors, independent contractors, Taxicab drivers, representatives, and agents under this Permit (See Section 19 entitled "Subcontracting").
- B. The Permittee shall maintain a sufficient number of properly trained personnel on duty at all times to insure that Permittee's customers will receive prompt professional and efficient service at all times. The Permittee shall employ only properly trained, efficient, pleasant, neat, clean, and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of its Taxicab services under this Permit (see Section 9A). The Permittee agrees that it will be responsible for ensuring that its employees, Taxicab drivers, contractors, subcontractors, independent contractors, representatives, and agents abide by all applicable federal, state, local, and Airport laws, rules, codes, and regulations, as they may be amended from time to time. The Permittee shall prohibit and restrain its employees, Taxicab drivers, contractors, subcontractors, independent contractors, representatives, and agents from loud, noisy, boisterous, or otherwise objectionable, or non-professional behavior. Upon written objection from the Director concerning the performance, conduct, or appearance of any such persons,

the Permittee shall immediately take all steps necessary to remove or eliminate the cause of the objection.

- C. The Permittee shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms to insure orderly and professional dress of all Taxicab drivers. Such uniforms are to bear the Permittee's name. A copy of the Permittee's Uniform Dress Code shall be provided to the Director for the Director's review and approval prior to the Permittee operating under this Permit. (See Section 9A.vi and Section 24A.iii.)
- D. Permittee's Taxicab drivers shall at all time display their Metropolitan Taxi Commission issued Driver Identification Card (see Section 9.A.iii) and their Airport Issued identification badge (see 9.A.iv).
- E. The Permittee understands and agrees that fines and/or penalties may be assessed by the Federal Aviation Administration ("FAA") or the Transportation Security Administration ("TSA") for the Permittee's or its employees, contractors, independent contractors, drivers, representatives, or agents noncompliance with the provisions of TSA 1542 as amended or other applicable laws or regulations. The Permittee shall promptly reimburse the City (within 30 days of the City's written request) for any fines or penalties paid by the City due to said Permittee's noncompliance with said laws or regulations.
- F. To aid the Permittee in meeting the requirements of Sub-Section B of this Section 10 the Airport may provide at no charge to Permittee a customer service training class that each of Permittee's Taxicab drivers will be required to attend, unless otherwise agreed to by the Director. New Taxicab drivers may be required to attend the Airport's customer service training class on the first available scheduled class that falls after a Taxicab driver's hire date, unless otherwise agreed to by the Director.
- G. Permittee's drivers while waiting in the "**Passenger Pick-Up Locations**" at the Terminal 1 and Terminal 2 (formerly Main and East Terminals) shall not smoke.

SECTION 11. DESTINATIONS: The Permittee hereby warrants, represents, covenants, and agrees that Taxicabs operating under this Permit shall provide passenger transportation services from the Airport to the following destinations within the St. Louis metropolitan area: St. Louis City, St. Louis County, St. Charles County, Jefferson County, St. Clair County, and Madison County. **The Permittee warrants, represents, stipulates, covenants, and agrees that under no circumstances shall a passenger be refused transportation from the Airport to any destination within the St. Louis metropolitan area based on trip distance from the Airport (See Section 24.A.v).**

SECTION 12. RATES: At all times, the Permittee hereby warrants, represents, covenants, and agrees that Permittee shall charge taxicab transportation rates or fares ("**Fares**") that are attractive to the public, reasonable, non-discriminatory, and in full accordance with all applicable federal, state, and local rules and regulations, including those of the Federal

Trade Commission. In addition to these guiding principles, the Permittee hereby warrants, represents, covenants, and agrees the following shall also apply:

- i. The Permittee shall accept, at a minimum, three nationally recognized credit cards in lieu of cash to pay Fares. No additional fees of any kind may be levied for a credit card transaction. Each Taxicab shall be equipped with the necessary hardware and software to process a credit card transaction from the Taxicab in the presents of the passenger. Each passenger who uses a credit card shall be presented with a credit card receipt. These receipts must show, at the minimum, the transaction date, company name, dollar amount of the transaction, and the Taxicab identifying number.
- ii. The Permittee shall accept Trip Vouchers issued by airlines serving the Airport as full payment for Taxicab transportation, subject to the terms, covenants, and conditions printed on the Trip Vouchers.
- iii. The Permittee will clearly post the current Fares and the Airport Trip Fee on the outside *of* both rear passenger doors and *on the* interior of each Taxicab. The posted Fares must clearly delineate the Airport Trip Fee paid to the City and the Metropolitan Taxi Commission. (See Section 5 entitled "Airport Trip Fees"). The Airport Trip Fee shall be posted below all other Fare information posted on the rear passenger doors.
- iv. Permittee shall not increase Fares without the prior written approval of the proper regulatory authority (presently the Metropolitan Taxi Commission).

Section 13. CUSTOMER COMPLAINTS. Permittee will establish written procedures for promptly handling all customer complaints consistent with this Section 13. A copy of these procedures shall be provided to the Director for the Director's review and approval prior to the Permittee operating under this Permit. Permittee will respond in writing to every complaint, written or oral, within seven (7) calendar days of the complaint and will make good faith efforts to explain, resolve, or rectify the cause of the complaint. Permittee will provide the Director with a copy of each such complaint and its written response thereto within ten (10) days of the complaint. Permittee will also provide the Director with detailed information regarding any complaint and any complaint resolution upon request by the Director.

SECTION 14. LIABILITY INSURANCE:

- A. Permittee will obtain, at its sole expense, and maintain at all times during the term of this Permit commercial general liability insurance, **on an occurrence basis**, against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of this Permit, the Permittee's operations, and/or the activities or omissions of the Permittee, its officers, agents, employees, contract drivers, contractors, subcontractors, licensees, independent contractors and invitees with a minimum coverage limit of \$1,000,000.00.

- B. Permittee will obtain, at its sole expense, and maintain at all times during the term of this Permit automobile liability insurance on any one vehicle with a combined single limit of \$250,000, including coverage equal to \$50,000.00 per injury or death of a person in a single accident, \$225,000.00 for injury or death of more than one person, and property damage of \$25,000.00 per accident.
- C. The minimum limits of coverage for the above classes of insurance shall equal the required coverage limits and may be comprised of such primary and excess policies of insurance as Permittee finds feasible to purchase during the term of this Permit.
- D. Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, City and its Board of Aldermen, Airport Commission, officers, agents and employees shall be named as "Additional Insured". Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Permittee, its officers, agents, employees, contract drivers, contractors, subcontractors, licensees, independent contractors and invitees. In addition, such insurance shall include contractual liability insurance sufficient to cover Permittee's indemnity obligation hereunder. City, its officers, agents and employees shall have no liability for any premiums charged for such coverage, and the inclusion of City and its Board of Aldermen, Airport Commission, officers, agents and employees as Additional Insured is not intended to, and shall not, make City, its officers, agents and employees a partner or joint venture with Permittee in its operations hereunder. Each such insurance policy shall also provide primary coverage to City and its Board of Aldermen, Airport Commission, officers, agents, and employees when any policy issued to City provides duplicate or similar coverage; then, in such circumstances, City's policy shall be excess over Permittee's policies.
- E. Permittee shall maintain, and upon request furnish evidence in a form and content satisfactory to City, adequate provisions for Worker's Compensation and Employee's Liability Insurance, Social Security and Unemployment Compensation at least at statutory limits and to the extent such provisions are applicable to Permittee's operations hereunder.

SECTION 15. EVIDENCE OF INSURANCE:

- A. Certificates or other evidence of insurance coverage and special endorsements required of Permittee in this Permit or requested by the City shall be promptly delivered to the Airport Director in form and content satisfactory to City prior to the Permittee operating under this Permit.
- B. At least thirty (30) calendar days prior to the expiration of any such policy, Permittee shall submit to the Airport Director a certificate showing that such insurance coverage has been renewed. If such coverage is cancelled or reduced,

Permittee shall within fifteen (15) calendar days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Airport Director, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

- C. All policies of insurance herein shall be in a form and in a company or companies approved by City, and qualified to do business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered, or cancelled by the insurer during its term without first giving thirty (30) calendar days notice to the City.

SECTION 16. INDEMNIFICATION: Permittee shall protect, defend, and hold St. Louis County, City, its Board of Aldermen, Airport Commission, respective officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Permit and/or the use or occupancy of the Space and/or the acts or omissions of Permittee, its officers, agents, employees, contract drivers, contractors, subcontractors, licensees, independent contractors, or invitees regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the negligence or willful misconduct of City. This indemnification shall also include environmental matters. The Airport Director or his/her designee shall give to Permittee reasonable notice of any such claims or actions. Permittee shall also use counsel reasonably acceptable to the City Counselor of City or his/her designee, after consultation with the Airport Director or his/her designee in carrying out its obligations hereunder. The provisions of this Section shall survive the suspension, expiration, or early termination of this Permit.

SECTION 17. WAIVER OF SUBROGATION: Permittee on behalf of itself and its insurers, hereby waives any claim or right of recovery from City, its Board of Aldermen, Airport Commission, officers, agents and employees for any loss or damage to Permittee or its property or the property of others under Permittee's control, to the extent that such loss is covered by valid insurance policies or could be covered by a valid insurance policies as required under this Permit. Permittee shall provide notice of this waiver of subrogation to its insurer(s).

SECTION 18. ASSIGNMENT AND SUBLETTING: Permittee shall not assign or transfer this Permit. Permittee shall not sublet the Space.

SECTION 19. SUBCONTRACTING:

- A. Permittee shall not subcontract or transfer any part of the rights or obligations granted under this Permit without the prior written approval of the Director. Permittee acknowledges and agrees that Permittee will only be allowed to subcontract with subcontractors/drivers who will drive a taxicab under Permittee's operating authority. At least twenty (20) days prior to any contemplated subcontracting; the Permittee must submit a written request to the Director for the

Director's review and prior written approval. This request must include a copy of the proposed subcontract or agreement.

- B. The parties understand and agree that Permittee is responsible for the performance of its subcontractors/drivers under this Permit. Such subcontract or agreement must require, at a minimum, the strict compliance with all provisions of this Permit and that the Permittee's subcontractor/driver will use the Space solely for the purposes identified in this Permit. No subcontract or agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the subcontract or agreement as provided for herein. Any such subcontracting without the prior written consent of the City, as provided for above, shall constitute a default on the part of the Permittee under this Permit, and the City may suspend and/or terminate this Permit as provided for in Section 21 of this Permit. No action or failure to act on the part of any officer, agent, or employee of the City shall constitute a waiver by the City of this Provision.
- C. Upon a subcontractor's services being terminated for any cause, Permittee shall provide a written notice to the Director within five (5) calendar days of said termination. The Permittee shall at all times maintain and timely (within ten (10) calendar days) update and provide the Director with a revised copy of the supplemental attachment to Permittee's Taxicab Ground Transportation Use Permit Application entitled "Supplemental Schedule Taxicab Fleet Information". (See also Section 9.B.iii.)

SECTION 20. NOTICE: Except as herein otherwise expressly provided, all notices required to be given to City or the Airport Director hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Airport Director, St. Louis Airport Authority, P.O. Box 10212, Lambert Station, St. Louis, Missouri, 63145, with a copy to the Airport Properties Division Manager at the same address. All notices, demands, and requests by City to Permittee shall be sent by certified mail, return receipt requested addressed to: Manager, XXX. Either party may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to Permittee or said Airport Director.

SECTION 21. CONDITIONS OF DEFAULT: Failure to comply with any Provision of this Permit shall be deemed a material breach and may result in the suspension or termination of this Permit by the City. Upon ten (10) calendar day's written notice, the Airport Director may suspend or terminate this Permit if the Permittee should fail or refuse to comply with any Provision of this Permit. Permittee may upon written request, obtain a written statement from the Airport Director providing the basis of the suspension or termination. Permittee may timely appeal such suspension or termination in writing and request to appear before the Airport Director for an informal hearing/meeting to determine if the suspension or termination is proper. The Airport Director must receive Permittee's written request within ten (10) calendar days after receipt of the notice of the suspension or termination or the request for an informal hearing/meeting shall be deemed automatically waived. Upon receiving such timely request for an informal hearing/meeting,

the Airport Director shall schedule an informal hearing/meeting to take place within thirty (30) calendar days after receipt of such timely request. Notwithstanding the above, the Airport Director may immediately (effective upon the issuance of written notice) suspend or terminate this Permit for the failure to: a) make any payments when due under this Permit, b) maintain and/or timely provide proof of any insurance coverage specified in Sections 14, 15, & 17 of this Permit, c) maintain and timely provide required approvals, licenses, certificates, affidavits, security or badging requirements specified in this Permit, d) comply with any Provision of Section 19 entitled "Subcontracting", and/or e) reasonably necessary to protect the public health, welfare, or safety. For purposes of this Section 21, the Airport Director shall mean the Airport Director or her/his authorized or designated representative.

SECTION 22. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM:

- A. Permittee hereto understands and agrees that City in operation and use of St. Louis Lambert International will not on the grounds of race, creed, color, religion, sex, disability, age, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 21 of the Federal Aviation Regulations of the Office of the Secretary of Transportation. Permittee hereby agrees that its premises shall be posted to such effect as required by such regulation.
- B. Permittee agrees that in performing under this Permit, neither it nor anyone under its control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, disability, age, national origin, or ancestry. Permittee will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, disability, age, national origin, or ancestry. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. Permittee will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of Permittee state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, disability, age, national origin, or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". Permittee shall not make inquiry in connection with prospective employment, which expresses directly or indirectly any limitation, specification, or discrimination because of race, creed, color, religion, sex, disability, age, national origin, or ancestry.
- D. Permittee agrees that should it be determined by Permittee or City that it will be unable to conform to its approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the City Code, it will notify the Fair Employment Practices Division of the Civil Rights

Enforcement Agency (**CREA**) within ten (10) days of such determination, as to the steps to be taken by Permittee to achieve the provisions of its program.

- E. Permittee will permit reasonable access by City to such persons, reports, and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- F. Permittee further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Permittee in all contracts or agreements it enters into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Permit.
- G. Whenever Permittee is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, Permittee shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.
- H. Permittee assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart F, to insure that no person shall on the grounds of race, creed, color, national origin, sex, disability, or age be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Permittee assures that it will require that its covered suborganizations provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart F, to the same effect.
- I. Permittee shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; Title VI of the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

SECTION 23. SECURITY BADGING: The Permittee, at its cost, shall ensure that each Taxicab driver maintains and displays an Airport Employee Identification (ID) Badge at all times while on the Space or Airport property.

Permittee's Taxicab drivers are required to complete successfully an Airport Police Background Check. The following information on each Taxicab driver must be submitted to the Airport Police Security Operations Bureau: name, address, telephone number, a valid Commercial Drivers License, place of birth, date of birth, and work authorization (Social Security card or appropriate immigration documents if not a U. S. citizen). Permittee shall be responsible for any cost to process each Taxicab driver's application for an Airport ID Badge... Permittee at all times shall maintain adequate control of said Airport ID Badges.

Replacement cost for lost, stolen, or damaged Airport ID Badges will be the sole responsibility of the Permittee. Permittee at its cost shall timely supply to and timely update and maintain, as needed or requested by the Airport Police Security Operations Bureau and/or the Airport Properties Department, a current list in a form acceptable to the City of all Taxicab drivers to be issued an Airport Employee ID Badge. (See also Section 9.A.iv, 10.D, & 25A.vii.)

SECTION 24. LIQUIDATED DAMAGES:

- A. Permittee acknowledges and hereby agrees and stipulates that the City will lose revenue and/or incur certain costs or expenses the amount of which are difficult to ascertain, if the Permittee fails to satisfy or comply with certain requirements or provisions of Section 8, “Hours of Operation, Section 9, “Standards of Service”, Section 10, “Personnel”, Section 11, “Destinations”, or Section 23, “Security Badging” of this Permit. Therefore, the Permittee hereby covenants, warrants, agrees and stipulates that the Director, on behalf of the City, may elect after written notice to the Permittee of said failure or breach to impose the charges set forth below as liquidated damages on the basis of each failure or breach and/or seek other remedies at law or in equity. Such charges for liquidated damages shall be due and payable by the Permittee within thirty (30) calendar days of the City’s request or notice.
- i. If at least one Taxicab vehicle is not available for immediate engagement at each of the Airport’s two (2) designated Passenger Pick-Up every day between the hours of 5:00 a.m. and midnight as required in Section 8i, the charge to Permittee for liquidated damages shall be \$50.00 for each failure or breach.
 - ii. If on any day between the hours of midnight and 5:00 a.m., a passenger’s wait time exceeds ten (10) minutes at either Passenger Pick-Up Location, the liquidated damage charge to Permittee shall be \$25.00 for each failure or breach (see Section 8ii). In addition, for the next fifteen (15) minutes of wait, time over the initial ten (10) minutes there will be an additional \$25.00 charged as liquidated damage for this failure or breach (see Section 8ii).
 - iii. If any Taxicab driver, in the sole discretion of the Director, violates the Permittee’s Uniform Dress Code for orderly and professional dress provided for in Section 9.A.vi and Section 10.C of this Permit, a written warning shall be issued. If, within the next thirty (30) days, another such failure or breach of the Permittee’s Uniform Dress Code occurs, the Permittee shall be charged for liquidated damages in the amount of \$25.00 for each failure or breach of the Permittee’s Uniform Dress Code.
 - iv. If any driver, in the sole discretion of the Director, fails or breaches the standards of professional conduct (see Section 10.A & 10.B), a written warning shall be issued. If, within the next thirty (30) days, another such failure or breach occurs, the Permittee shall be charged for liquidated damages

in the amount of \$50.00 for each failure or breach of the standards of professional conduct.

- v. If any driver refuses a passenger Taxicab transportation within the St. Louis metropolitan area based on trip distance, the Permittee shall be charged for liquidated damages in the amount of \$50.00 for each failure or breach (see Section 11 entitled “Destinations”).
- vi. If any Taxicab driver operating under this Permit fails to properly display his/her Metropolitan Taxi Commission issued Driver Identification Card (see Section 9.A.iii and Section 10.D), Permittee shall be charged for liquidated damages in the amount of \$50.00 for each failure or breach.
- vii. If any Taxicab driver operating under this Permit fails to display his/her Airport ID Badge (see Section 9.A.iv and Section 10.D), Permittee shall be charged for liquidated damages in the amount of \$50.00 for each failure or breach.

SECTION 25. RIGHTS CUMMULATIVE: It is understood, stipulated, and agreed that the rights and remedies of the City and Permittee specified in this Permit, including, without limitation, Sections 21 and 24 are not intended to be, and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto. This Permit shall be considered in default when Permittee fails to fulfill any Provision of this Permit, and such default or breach shall be considered a material breach of this Permit for which the City, at its option, may suspend or terminate this Permit and/or seek other remedies at law or in equity.

SECTION 26. NO PERSONAL LIABILITY: No Alderman, Commissioner, Director, officer, employee, or other agent of the City shall be charged personally or held contractually liable to the Permittee under any provision of this Permit or because of any breach hereof or because of its or their execution of the Permit. Any administrative complaint brought against the City relating to any aspect of this Permit shall be brought against the City and not against named individual respondents.

SECTION 27. FORCE MAJEURE: Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to acts, events or conditions beyond its control, including acts of God, weather conditions, shortages of energy or materials, embargoes, riots, rebellions, sabotage, acts of a public enemy, war, terrorism, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of the City or Permittee hereunder, their respective contractors or subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of the City or Permittee to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this Section 27 is intended or shall be construed to abate, postpone or in any respect diminish Permittee’s obligations to make any payments due to the City pursuant to this Permit.

The City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction.

SECTION 28. GOVERNING LAW: This Permit is made and entered into in the State of Missouri, and Missouri law and the City's Charter and its ordinances, rules, and regulations, as they may be amended from time to time, shall govern and apply to this Permit. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Permit shall be brought only in a federal or state court in the City of St. Louis, Missouri. Permittee and the City hereby admit and consent to the jurisdiction and venue of such courts. The Provisions of this section shall survive the expiration or termination of this Permit.

SECTION 29. WAIVERS: No Provision of this Permit shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice that may evolve between the parties in the administration of the terms of this Permit be construed or interpreted to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the terms of this Permit.

SECTION 30. INVALID PROVISIONS: If any Provision in this Permit is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, or conclusively determined to be inconsistent with federal law or FAA grant assurances, such Provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other Provisions of this Permit shall remain in full force and effect provided that the striking of such covenants, conditions or Provisions does not materially prejudice either the City or Permittee in its respective rights and obligations contained in the valid Provisions of this Permit.

SECTION 31. AGREEMENTS WITH THE UNITED STATES: This Permit is subject and subordinate to the Provisions of any agreements heretofore made between City and the United States Government or government authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or the approval to impose or use Passenger Facility Funds ("PFCs") for the improvement or development of the Airport. Permittee shall not cause the City to violate any assurances made by the City to the United States government in connection with the granting of such federal funds or the approval of such PFCs. All Provisions of this Permit shall be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any Provisions of this Permit inconsistent with the operation of the Airport by the United States of America.

SECTION 32. MODIFICATIONS FOR GRANTING FAA FUNDS: In the event that the Federal Aviation Administration ("FAA") requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Permit; Permittee agrees to consent to such reasonable amendments, modifications, revisions,

supplements, deletions of any of the terms, conditions, or requirements of this Permit, as may be required to enable City to obtain said Federal Aviation Administration funds.

SECTION 33. AMERICANS WITH DISABILITIES ACT (ADA): Permittee shall be responsible for compliance with the Federal ADA, and any other federal, state, or local laws and/or City ordinances pertaining to the disabled individual having access to Permittee's Taxicab services.

SECTION 34. ADVERTISING: Permittee shall have no right to use the trademarks, symbols, trade names, or name of the Airport or the Space, either directly or indirectly, in connection with any production, promotion service, or publication without the prior written consent of the Airport Director.

SECTION 35. CONFLICTS BETWEEN TENANTS/PERMITTEES: In the event of a conflict between Permittee and any other permittee, tenant, licensee or concessionaire, as to the respective rights of the others, the Airport Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each party, and Permittee agrees to be bound by such decision. All determinations by the Airport Director are final and binding.

SECTION 36. TIME IS OF THE ESSENCE: The parties hereto expressly agree that time is of the essence in this Permit. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Permit. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability of any obligation to accept such performance.

SECTION 37. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS: The parties affirm each has full knowledge of the Provisions contained in this Permit. As such, the terms of this Permit shall be fairly construed and the usual rule, of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed, in the interpretation of this Permit or any amendments, modifications or exhibits thereto. The Provisions of this Permit shall survive the suspension, expiration, or early termination of this Permit.

SECTION 38. WITHHOLDING REQUIRED APPROVALS: Whenever the approval of the Permittee is required herein, no such approval shall be unreasonably requested or withheld. Whenever the review or approval of City is required, the approval must be in writing and the approving official is the Airport Director or his/her authorized representative or designated representative.

SECTION 39. REQUIRED APPROVALS: When the consent, review, approval, notice, waiver, or certification ("**Approval**") of the other party is required under the terms of this Permit, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of City or the Airport Director is required, the Approval must be from the Airport Director or his/her authorized or designated representative. City and

Permittee agree that extensions of time for performance may be made by the written, mutual consent of the Airport Director and Permittee or its designee.

SECTION 40. ENTIRE AGREEMENT: This Permit, together with all exhibits attached hereto, and the “Taxicab Ground Transportation Use Permit Application”, which is incorporated herein by reference, and the Rules and Regulations, also incorporated herein by reference, constitute the entire agreement between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein and this Permit may be amended only in writing and executed by duly authorized representatives of the parties hereto. In the event of any ambiguity, inconsistency, or conflict between the Provisions of this Permit, the ambiguity, inconsistency, or conflict shall be resolved by giving preference in the following order: a) Permit, b) exhibits to the Permit, c) Rules and Regulations, d) the Taxicab Ground Transportation Use Permit Application, and e) any required submittals to the Taxicab Ground Transportation Use Permit Application.

SECTION 41. ENVIRONMENTAL NOTICE: Permittee shall promptly notify the Airport Director of (1) any change in the nature of the Permittee’s operation on the Airport premises that will materially and/or substantially change the Permittee’s or City’s potential obligations or liabilities under the environmental laws, or conditions (2) the commencement of any governmental entity of a formal administrator proceeding before an administrative law judge or a civil or criminal action before a judicial tribunal alleging a violation of environmental law in connection with Permittee’s operation on the Airport premises.

Section 42. SURVIVAL OF WARRANTIES: All warranties and covenants set forth in this Permit shall survive the execution and performance of this Permit.

Section 43. NO THIRD PARTY BENEFICIARIES: This Permit is for the sole benefit of the parties hereto and nothing herein expressed or implied shall give or be construed or interpreted to give to any person or entity (including other Permittees) other than the parties hereto and any legal or equitable rights hereunder.

Section 44. SUCCESSORS AND ASSIGNS: The terms, conditions, warranties, and covenants of this Permit shall inure to the benefit of, and be binding upon, the parties hereto and upon their permitted successors and assigns, if any. This Section 44 shall not constitute a waiver of the prohibitions regarding assignment or subletting contained in Section 18 of this Permit entitled “Assignment and Subletting”. Notwithstanding any other term or provision in this Permit, the City may assign this Permit at its sole discretion by providing Notice to Permittee as described in Section 20 herein.

Section 45. COUNTERPARTS. This Permit will become effective and binding only upon the execution and delivery hereof by the City and Permittee. This Permit and any companion document or instruments referred to herein, may be executed in any number of counterparts, each of which will be original, but all of which together will constitute one document or instrument, and it will constitute sufficient proof of this Permit to present any copy, electronic copies or facsimiles signed by the parties hereto.

Section 46. FAA NON-DISCRIMINATION: The Permittee, for itself, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that:

- A. In the event facilities, structures, or improvements are constructed, maintained, or otherwise operated on the premises for a purpose for which an FAA activity, facility or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations such that no person on the grounds of race, color, or national origin, will be excluded from participating in, denied the benefits of, or otherwise subjected to discrimination in the use of the premises;
- B. No person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the premises or the facilities, structures, or improvements within the premises;
- C. In the construction of any improvements on, over, or under the premises, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation, denied the benefits of, or otherwise be subject to discrimination,
- D. The Permittee will use the premises or facilities, structures, or improvements within the premises in compliance with the Acts and Regulations; and
- E. For purposes of this Section 38, references to “Acts or Regulations” will mean or include the following statutory and regulatory cites, as may be amended from time to time:
 - 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 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 (see also 49 CFR Part 27 and 28 CFR Parts 35 & 36);
- 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 non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, which expands national origin discrimination to include discrimination because of limited English proficiency (LEP), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Permit the day and year below written. Pursuant to City Ordinance No. 69382, approved February 6, 2013.

CITY OF ST. LOUIS BY:

Director of Airports Date

APPROVED AS TO FORM:

COUNTERSIGNED BY:

City Counselor Date
City of St. Louis

Comptroller Date
City of St. Louis

ATTESTED TO BY:

Register, Date
City of St. Louis

XXX

BY: _____

Title: _____

Date: _____