

CITY OF ST. LOUIS

XXX

GROUND TRANSPORTATION USE AGREEMENT

AL –

AIRPORT NUMBER AL-

**OFF-AIRPORT PARKING COURTESY VEHICLE
GROUND TRANSPORTATION USE AGREEMENT**

The City of St. Louis (“**City**”) hereby grants to **XXX** (“**Permittee**”), permission to occupy and use the Non-Exclusive Space (“**Space**”) described below at St. Louis Lambert International Airport (“**Airport**”) under the terms and conditions of this Ground Transportation Use Agreement (“**Permit**”).

Section 1. SPACE:

The Space for which access and use is granted is shown on the attached **EXHIBIT “A”** which is incorporated herein. City may relocate, add, substitute, or delete portions of the Space at its sole option as may be required in the opinion of the Director of Airports. City will not be liable or responsible in any way for any inconvenience, cost, or loss by Permittee of work, time, revenue, profit, or business resulting from such changes including, without limitation, any actual, consequential, incidental, or special damages.

Permittee accepts the Space “**AS IS**” with no express or implied warranties or representations either oral or written, of any kind whatsoever, made by the City or any of its officers, employees, 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 of fitness for a particular purpose, and c) any implied warranty with respect to the condition of the Space.

Section 2. USE: The Space is to be used by Permittee only for the transfer of Permittee’s customers who have made such arrangements. The use of the Space is granted only so long as Permittee strictly complies with the terms, covenants, warranties, conditions, and provisions (“**Provisions**”) of this Permit including, without limitation, the following conditions:

- A. Permittee may not solicit, in any manner, from the Space or anywhere on the Airport premises, 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).
- B. Permittee’s vehicle(s) will display only the name and location of the Permittee for which this Permit is granted. No advertising or price information is allowed on the vehicles (See Rules and Regulations Section 4-7).
- C. Permittee’s vehicle(s) may remain in the Space for not more than five (5) minutes each time each vehicle enters the Airport premises (See Rules and Regulations Section 7-10).

- D. Drivers must remain in Permittee's vehicle(s) except to meet and assist customers at Terminal 1 (f/k/a Main Terminal) and Terminal 2 (f/k/a East Terminal) (See Rules and Regulations Section 7-9).
- E. Permittee must share Space with other similar vehicles approved by City.
- F. Permittee's vehicle(s) must display the identification placard, sticker, or clip-on issued by City while in the Space (See Rules and Regulations Sections 3-3 & 3-12).
- G. Permittee must have valid operating license issued by the appropriate authorizing agency or agencies as the case may be (i.e. Certificate of Convenience and Necessity from the State of Missouri and/or the U. S. Department of Transportation or Courtesy Vehicle Permits issued by Metropolitan Taxi Commission).
- H. Permittee must notify the City in writing in the event of change of ownership or d/b/a name at least thirty (30) calendar days in advance of such changes.
- I. Permittee acknowledges that it has received a copy of the Airport's "Ground Transportation Rules and Regulations" dated February 6, 2013 ("**Rules and Regulations**"), which are incorporated herein by reference, and agrees to strictly comply with all applicable Provisions of the Rules and Regulations now and as they may be amended or changed from time to time by the Director of Airports.

Permittee acknowledges, stipulates, and agrees that any failure to comply with any Provision of this Permit will be deemed a material breach and may result in the suspension or termination of this Permit by City (see Section 16 entitled "Conditions of Default" and Section 35 entitled "Rights Cumulative").

Section 3. TERM: The term of this Permit will begin on April 1, 2019, and ends on March 31, 2021, unless sooner suspended or terminated in accordance with other Provisions of this Permit.

Permittee may terminate this Permit without cause by giving thirty (30) calendar days written notice to City with no liability to Permittee, provided that the Permittee is not in default or breach under the terms of this Permit, and such termination will be deemed a no fault cancellation. City may terminate this Permit without cause by giving thirty (30) calendar days written notice.

Section 4. PERMIT FEE PAYMENT:

Permittee will pay to City, without demand, on or before the first day of each month of the term of this Permit, a monthly fee in the following amounts:

- A. From April 1, 2019, to March 31, 2020, a fee of \$5.42 per Public Parking Space, as defined below, as of August 31, 2013. Permittee may request changes to the number of Public Parking Spaces reported at any time during the term of this Permit, however City will not prorate fees for partial month usage; and
- B. From April 1, 2020, to March 31, 2021, a fee of \$5.83 per Public Parking Space, as defined below, as of August 31, 2013. Permittee may request changes to the number of Public Parking Spaces reported at any time during the term of this Permit, however City will not prorate fees for partial month usage.

City reserves the right to change the monthly fee at any time during the term of this Permit with thirty (30) calendar days written notice to the Permittee.

“Public Parking Space” means a parking stall or space used by Permittee to park customer vehicles.

All unpaid fee payments due City hereunder will be considered delinquent if not paid by the 10th day of the month in which said payments are due and will be subject to a service charge of 1.5% per month. Permittee agrees that it will 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 service charges within thirty (30) days of the City’s written request.

Payments will be made payable to the Treasurer of City of St. Louis and mailed to Assistant Director of Finance & Accounting, 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 will be made in legal tender of the United States. City reserves the right to change the monthly fee at any time during the term of this Permit with thirty (30) days written notice to the Permittee.

Section 5. REPORTS:

Permittee will submit at the time of application an accurate sketch map of their off-Airport parking facility clearly showing the number and location of each Public Parking Space. Each time the number of Public Parking Spaces changes, a revised sketch map of the Permittee’s off-Airport parking facility showing the revised number of and location of Public Parking Spaces must be provided to the Airport Authority within fifteen (15) days of any change. Should Permittee provide multiple services, one of which is off-Airport parking, then Permittee must provide the rationale for the determination of the number of Public Parking Spaces devoted to off-Airport parking. If the Airport Authority determines that the number of Public Parking Spaces reported does not reflect the number of parking spaces devoted to off-Airport parking, the Airport Authority will adjust the number of spaces to reflect actual practice.

Section 6. AUDITS:

The City reserves the right to audit Permittee’s records and facilities to verify the number of Public Parking Spaces. If as a result of such audit(s) it is established that additional fees or charges are due City, Permittee will pay such fees or charges to City not later than fifteen (15) days after completion of such audit and written notice by the Director of Airports. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between the number of Public Parking Spaces reported by Permittee and the number of Public Parking Spaces determined by the audit, the cost of the audit will be borne by Permittee.

Section 7. PROMPT PAYMENT OF TAXES AND FEES:

Permittee warrants, covenants, and agrees to pay promptly all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state, or federal, required for the conduct of 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 8. COMPLIANCE WITH LAWS AND REGULATIONS:

Permittee warrants, represents, covenants, stipulates, and agrees that the Permittee will 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, the Rules and Regulations, directives, and other rules and regulations established by the Airport Authority, the Airport Commission, the Director of Airports, or the City, as they may be amended from time to time, while operating at or using the Airport or the City's premises including, without limitation, the Space. Permittee warrants, represents, covenants, stipulates, and agrees that the Permittee will comply with all applicable statutes, laws, ordinances, orders, codes, rules, judgments, decrees, regulations, permits, environmental plans and programs, environmental permits, directives, directions, and requirements of the City and all federal, state, city, local, and other governmental authorities including, without limitation, the Rules and Regulations, now or hereafter applicable to the Space, the City's premises, or to any adjoining public ways, as to its operations and/or the manner of use or the condition of the Space, the City's premises, or of adjoining public ways.

Section 9. PERSONNEL:

Permittee will require its employees to wear appropriate uniforms and company identification badges to indicate the fact and nature of their employment. Permittee's personnel performing services hereunder will be neat, clean, and courteous. Permittee will prohibit and restrain its agents, servants, and employees from loud, noisy, boisterous, or otherwise objectionable behavior. Upon objection from the Director of Airports concerning the conduct or appearance of any such persons, Permittee will immediately take all steps necessary to remove the cause of the objection.

Section 10. LIABILITY INSURANCE:

Permittee will obtain, at its sole expense, at all times during the term of this Permit, 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 or of the activities or omissions of the Permittee, its officers, agents, employees, contract drivers, contractors, subcontractors, licensees, independent contractors, and invitees under the following types of coverage:

A. Commercial General Liability;

B. Comprehensive Automobile Liability (to cover, at a minimum, owned, scheduled, hired, and non-owned vehicles).

The minimum limits of coverage for the above classes of insurance will equal a combined single limit of \$2,000,000 comprised of such primary and excess policies of insurance as Permittee finds it feasible to purchase during the term of this Permit.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death, and property damage, St. Louis County, the City, and its Board of Aldermen, Airport Commission, and their respective officers, agents, and employees shall be named by endorsement as "Additional Insured". Such liability insurance coverage must 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 must include contractual liability insurance sufficient to cover Permittee's indemnity obligation hereunder. St. Louis County, the City, and its Board of Aldermen, Airport Commission, and their respective officers, agents, and employees will have no liability for any premiums charged for such coverage. The inclusion of St. Louis County, the City, and its Board of Aldermen, Airport Commission, officers, agents, and employees as Additional Insureds is not intended to and does not make St. Louis County or the City, its officers, agents, and employees a partner or joint venturer with Permittee in its operations hereunder. Each such insurance policy must, by endorsement, also provide primary coverage to St. Louis County, the City, and its Board of Aldermen, Airport Commission, officers, agents, and employees when any policy issued to St. Louis County and the City provides duplicate or similar coverage; then, in such circumstances, St. Louis County's and City's policy must be excess over Permittee's policies.

Permittee will maintain, and upon request furnish, evidence in a form and content satisfactory to City, adequate Provisions for Workers' Compensation and Employees' Liability Insurance and Social Security and Unemployment Compensation, at least at statutory limits and to the extent such Provisions are applicable to Permittee's operations hereunder.

Section 11. EVIDENCE OF INSURANCE:

Certificates or other evidence of insurance coverage and all special endorsements required of Permittee in this Permit or requested by the City must be promptly delivered to the Director of Airports in a form and content satisfactory to City.

At least thirty (30) calendar days prior to the expiration of any such policy, Permittee shall submit to the Director of Airports 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 Director of Airports a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein will 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 will provide that the policy may not be materially changed, altered, or cancelled by the insurer during its term without first giving thirty (30) day notice to the City.

Section 12. INDEMNIFICATION:

Permittee shall protect, defend, and hold St. Louis County, the City, its Board of Aldermen, and Airport Commission and their 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 or the use or occupancy of the Space 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 and to the extent such injury, death, or damage is caused by the negligence or willful misconduct of City. This indemnification also includes environmental matters. The Director of Airports 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 Director of Airports 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 13. WAIVER OF SUBROGATION:

Permittee, on behalf of itself and its insurers, hereby waives any claim or right of recovery from St. Louis County, the City and its Board of Aldermen and Airport Commission, and their respective 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 policy as required under this Permit. Permittee acknowledges and agrees that insurance coverage obtained hereunder will, by endorsement, expressly waive any claim or right in the nature of subrogation to recover against St. Louis County, the City and its Board of Aldermen and Airport Commission, and their respective officers, agents, and employees.

Section 14. ASSIGNMENT AND SUBLETTING:

Permittee will not assign or transfer this Permit. Permittee will not sublet the Space.

Section 15. NOTICE:

Except as herein otherwise expressly provided, all notices required to be given to City hereunder will be in writing and will be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, P.O. Box 10212, Lambert Station, St. Louis, Missouri, 63145, with a copy to the Airport Properties Manager at the same address. All notices, demands, and requests by City to Permittee will 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 will be the date such notice is mailed to Permittee or said Director of Airports.

Section 16. CONDITIONS OF DEFAULT:

Upon ten (10) calendar days written notice, the Director of Airports may suspend or terminate this Permit if the Permittee should fail or refuse to comply with any provision of this Permit, or fail or refuse to comply with the Rules and Regulations, or otherwise for good cause. Permittee may upon written request obtain a written statement from the Director of Airports providing the basis of the suspension or termination. Permittee may timely appeal such suspension or termination in writing and request to appear before the Director of Airports to determine if the suspension or

termination is proper. The Permittee's request must be received by the Director of Airports within ten (10) calendar days after receipt of the notice of the suspension or termination or the request for an informal hearing/meeting will be deemed automatically waived. Upon receiving said timely request for a written appeal, the Director of Airports will reconsider the reasons for the denial, suspension, or termination, and at his/her sole discretion may arrange for a meeting with the appealing party. The Director of Airports will issue a final determination, in writing, within thirty (30) calendar days of receipt of the timely appeal. For purposes of this Section 16, the Director of Airports means the Director of Airports or his/her authorized or designated representative. Notwithstanding the above, the Director of Airports may immediately (effective upon the issuance of written notice) suspend, revoke, or terminate this Permit for failure of the Permittee to: i) make any payments when due under this Permit, ii) maintain and timely provide proof of any insurance coverage required under this Permit, iii) maintain and timely provide required approvals, licenses, certificates, security, or badging requirements, iv) comply with Section 12 of this Permit regarding no assignment or subletting, or v) to protect the public health, welfare, or safety (see Section 33 entitled "Rights Cumulative").

Section 17. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

- A. Permittee hereto understands and agrees that City, in operation and use of the Airport, will not, on the grounds of race, creed, color, religion, sex, age, disability, 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 must 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, age, disability, 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, age, disability, national origin, or ancestry. Such action must include, but will not be limited to, action to bar, employ, upgrade, recruit, expel, discharge, demote, 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 must receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, disability, 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 that which expresses, directly or indirectly, any limitation, specification, or discrimination because of race, creed, color, religion, sex, age, disability, 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 will notify the City Counselor of City in writing of such suit or threatened suit within ten (10) days.
- H. Permittee will establish and maintain for the term of this Permit an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment and City reserves the right to take such action as the City of St. Louis and the United States government may direct to enforce the above covenants.
- I. Permittee assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person will, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. Permittee assures that no person will 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 Lessor 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 E, to the same effect.
- J. Permittee will 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 18. NO PERSONAL LIABILITY:

No Alderman, Commissioner, Director, officer, employee, or other agent of the City will 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 must be brought against the City and not against named individual respondents.

Section 19. FORCE MAJEURE

Neither party hereto will 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, or 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 19 is intended or will 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 is under no obligation to supply any service if, and to the extent that, during any period that the supplying of any such service or the use of any component necessary therefore is 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 20. 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, will 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 will 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 will survive the expiration or termination of this Permit.

Section 21. WAIVERS:

No waiver of default by either party of any of the terms, covenants, warranties, and conditions hereto to be performed, kept, and observed by the other party will be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants, warranties, or conditions herein contained to be performed, kept, and observed by the other party. Any such waiver must be in writing and signed by the party waiving.

Section 22. 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 will 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 will be stricken. If stricken, all other Provisions of this Permit will 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 23. 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 will 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 are 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 supersede any Provisions of this Permit inconsistent with the operation of the Airport by the United States of America.

Section 24. MODIFICATIONS FOR GRANTING FAA FUNDS:

In the event that the Federal Aviation Administration (“FAA”) requires, as a condition precedent to the 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, or deletions of any of the terms, conditions, or requirements of this Permit, as may be reasonably required to enable City to obtain said FAA funds.

Section 25. AMERICANS WITH DISABILITIES ACT (ADA):

Permittee will be responsible for compliance with the federal ADA, plus any other federal, state, or local laws and/or City ordinances pertaining to disabled individuals having access to Permittee’s services.

Section 26. ADVERTISING:

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

Section 27. CONFLICTS BETWEEN TENANTS:

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 Director of Airports will review the applicable agreements and by reasonable interpretation thereof, determine the rights of each party. Permittee agrees to be bound by such decision and all such determinations by the Director of Airports are final and binding.

Section 28. TIME IS OF THE ESSENCE:

The parties hereto expressly agree that time is 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, will relieve the other party, without liability or obligation, to accept such performance.

Section 29. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS:

The parties affirm each has full knowledge of the Provisions contained in this Permit. Any ambiguities, either of this Permit or any amendment, modification, or exhibit thereto, will be fairly construed and should not be construed against the drafting party. The Provisions of this Permit will survive the suspension, expiration, or early termination of this Permit.

Section 30. WITHHOLDING REQUIRED APPROVALS:

Whenever the approval of the Permittee is required herein, no such approval will be unreasonably requested or withheld.

Section 31. REQUIRED APPROVALS:

When the consent, 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 Director of Airports is required, the Approval must be from the Director of Airports 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 Director of Airports and Permittee or its designee.

Section 32. ENTIRE AGREEMENT:

This Permit, together with all exhibits attached hereto, and the “Ground Transportation Permit Application”, which is incorporated herein by reference, constitutes 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 will be resolved by giving preference in the following order: a) Permit, b) exhibits to the Permit, c) the Ground Transportation Permit Application, and d) supplemental attachments to Ground Transportation Permit Application.

Section 33. ENVIRONMENTAL NOTICE:

Permittee will promptly notify the Director of Airports 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 (2) the commencement by any governmental entity of a formal administrative 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 34. SECURITY BADGING:

The Permittee, at its cost, will ensure that each shuttle driver maintains and displays an Airport Employee Identification (“Airport ID”) Badge at all times while on the Space or Airport property. Implementation of this Section will be phased in with Permittee being given a thirty day (30) notice as to when Permittee’s shuttle drivers must apply for their Airport ID badge.

Permittee’s shuttle drivers are required to successfully complete an Airport Police Background Check. The following information on each shuttle driver must be submitted to the Airport Police

Security Operations Bureau: name, address, telephone number, a valid Commercial Driver's License, place of birth, date of birth, and work authorization (Social Security card or appropriate immigration documents if not a U. S. citizen). Permittee will be responsible for any cost to process each shuttle driver's application for an Airport ID Badge. At all times Permittee will 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 the Airport Police Security Operations Bureau and/or the Airport Properties Department, a current list in a form acceptable to the City of all shuttle drivers to be issued an Airport ID Badge.

Section 35. RIGHTS CUMULATIVE

It is understood, stipulated, and agreed that the rights and remedies of the City and Permittee specified in this Permit including, without limitation, Section 16, are not intended to be, and are not, exclusive of one another or exclusive of any common law right of either of the parties hereto. This Permit will be considered in default when Permittee fails to fulfill any term, covenant, warranty, or condition of this Permit, and such default or breach will 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 36. SURVIVAL OF WARRANTIES

All warranties and covenants set forth in this Permit will survive the execution and performance of this Permit.

Section 37. NO THIRD PARTY BENEFICIARIES

This Permit is for the sole benefit of the parties hereto and nothing herein expressed or implied will give, or be construed or interpreted to give, to any person or entity (including other Permittees) other than the parties hereto, any legal or equitable rights hereunder.

Section 38. SUCCESSORS AND ASSIGNS

The terms, conditions, warranties, and covenants of this Permit will inure to the benefit of, and be binding upon, the parties hereto and upon their permitted successors and assigns, if any. This Section 38 will not constitute a waiver of the prohibitions regarding assignment or subletting contained in Section 14 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 15 herein.

Section 39. SECURITY PLAN AND FACILITIES

Permittee hereby acknowledges that the City is required by TSA 1500 to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to the Security Identification Display Area ("SIDA") as defined in TSA 1500 and the Airline Operating Area ("AOA"). The City has met said requirements by developing a master security plan for the Airport, and Permittee covenants and agrees to be fully bound by, and immediately responsive to, the requirements of the plan in connection with Permittee's exercise of the privileges granted to the Permittee hereunder. Permittee will, within thirty (30) calendar days of the City's request, reimburse the City for any penalties imposed upon City by the TSA or the

FAA resulting from Permittee's negligence, failure to act, or wrongful conduct in relation to TSA 1500 or any other applicable airport security requirements.

Section 40. 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.).

Section 41. 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.

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 BY:

City Counselor Date
City of St. Louis

COUNTERSIGNED BY:

Comptroller Date
City of St. Louis

ATTESTED TO BY:

Register Date
City of St. Louis

XXX

Title: _____

Date: _____