

**AIRPORT NUMBER AL- XXX**

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT  
GROUND TRANSPORTATION USE AGREEMENT  
(TRANSPORTATION NETWORK COMPANIES)**

The City of St. Louis (“**City**”) hereby grants to XXX (“**Permittee**”), permission to operate a Transportation Network Company described below at St. Louis Lambert International Airport (“**Airport**”) under the terms and conditions of this Ground Transportation Use Agreement (“**Permit**”).

SECTION 1. DEFINITIONS: The following words and phrases will have the following meanings.

“**Airport**” means the property owned by the City at St. Louis Lambert International Airport.

“**Airport TNC Drop Off Trip**” means each occurrence that a Permittee’s Driver drops off a passenger at the Airport.

“**Airport TNC Pick Up Trip**” means each occurrence that a Permittee’s Driver picks up a passenger at the Airport.

“**Airport TNC Drop Off Trip Fee**” means a fee of Three Dollars (\$3.00) for each Airport TNC Drop Off Trip. The Airport TNC Drop Off Trip Fee will be paid to the City for each Airport TNC Drop Off Trip completed by a Driver, levied on a per Airport TNC Drop Off Trip basis regardless of the number of passengers. A trip that occurs wholly within the Geo-Fence between the Terminal 1 and Terminal 2 Designated Areas (i.e., a pickup and drop-off of the same passenger[s]) shall be considered one trip and only one fee will be remitted to the Airport.

“**Airport TNC Pick Up Trip Fee**” means a fee of Three Dollars (\$3.00) for each Airport TNC Pick Up Trip. The Airport TNC Pick Up Trip Fee will be paid to the City for each Airport TNC Pick Up Trip completed by a Driver, levied on a per Airport TNC Pick Up Trip basis regardless of the number of passengers. A trip that occurs wholly within the Geo-Fence between the Terminal 1 and Terminal 2 Designated Areas (i.e., a pickup and drop-off of the same passenger[s]) shall be considered one trip and only one fee will be remitted to the Airport.

“**Airport Rules and Regulations**” means those lawful, reasonable, and not unjustly discriminatory rules and procedures, including ordinances and operating directives, promulgated by the Airport Director, the Airport Commission, or the City, as may be amended from time to time for the orderly operation of the Airport and its facilities.

“**Airport Director**” or “**Director**” means the Director of Airports of the City of St. Louis and or his/her authorized representatives or designated representatives.

“**Application**” or “**App**”, “**Online-Enabled Platform**”, or “**Mobile Device**” means the device used by Drivers and prospective passengers to arrange for transport (e.g. a mobile smart phone application).

“**City**” means The City of St. Louis, a municipal corporation of the State of Missouri, and the owner and operator of St. Louis Lambert International Airport.

“**Commencement Date**” means that certain date established by the City in which the term of this Permit begins, as noted in Section 5 below.

“**days**” mean consecutive calendar days unless otherwise expressly provided herein.

“**Designated Areas**” means the Passenger Pick-Up Locations and the Passenger Drop-Off Locations more fully described in Section 2 and Exhibits A-1 and A-2 of this Permit that have been designated by the City for the revocable **non-exclusive** use by the Permittee in the Permittee’s operation of its transportation network business at the Airport.

“**Driver**” means any individual approved by Permittee to use a vehicle to transport passengers prearranged through the use of the Online-Enabled Platform associated with the Permittee. “**Driver**” applies at all times that the Driver is in the Geo-Fence Area or the Airport’s premises and on Permittee’s App, regardless of whether the Vehicle is carrying a passenger.

“**Expiration Date**” means that certain date that the term of this Permit ends, as noted in Section 5 below.

“**Geo-Fence**” means an electronic perimeter of the Airport installed, operated, and maintained by the Permittee. The Geo-Fence will control the number of Permittee’s Drivers on the App anywhere within the Geo-Fence Area. The Permittee shall keep records of each and every Airport TNC Drop Off Trip and every Airport TNC Pick Up Trip that begins or ends within the Geo-Fence Area including, without limitation, each and every time a Driver picks up or drops off a passenger within the Geo-Fence Area. Permittee acknowledges and agrees that if the City desires to acquire or develop an alternative vehicle tracking mechanism at the Airport, Permittee will work with the City in good faith to develop such a vehicle tracking mechanism or other similar protocol for use on Airport property. Consistent with the auditing provisions in this Permit, the City may periodically audit Permittee’s records with respect to its Geo-Fence and operations in the Geo-Fence Area (see Section 8 entitled “Audits”).

“**Geo-Fence Area**” means the area at the Airport within the perimeter of the Geo-Fence, which is more fully described in Exhibit B, which is attached hereto and incorporated in this Permit (see Section 2 entitled “Designated Areas”).

**“Metropolitan St. Louis Region”** means the Metropolitan St. Louis Area as defined by the East-West Gateway Council of Governments-St. Louis, Missouri.

**“Monthly TNC Drop Off Trip Fee”** means the product of the following: (i) the number of Airport TNC Drop Off Trips conducted by Permittee’s Drivers in one calendar month and (ii) the Airport TNC Drop Off Trip Fee then in effect.

**“Monthly TNC Pick Up Trip Fee”** means the product of the following: (i) the number of Airport TNC Pick Up Trips conducted by Permittee’s Drivers in one calendar month and (ii) the Airport TNC Pick Up Trip Fee then in effect.

**“Passenger Drop-Off Locations”** means the Designated Areas for the Permittee’s Drivers to drop-off their passengers as more fully provided for in Section 2 entitled “Designated Areas.”

**“Passenger Pick-Up Locations”** means the Designated Areas for the Permittee’s Drivers to pick up their passengers as more fully provided for in Section 2 entitled “Designated Areas.”

**“Permit”** means this revocable non-exclusive Ground Transportation Use Agreement for Transportation Network Companies.

**“Permittee”** as stated in the preamble hereof.

**“Permit Fee”** means the permit fee to be paid by the Permittee to the City in advance and without demand prior to or on the Commencement Date, as provided for in Section 6.A below.

**“Provisions”** means the terms, covenants, warranties, conditions, or provisions of this Permit, as may be amended from time to time.

**“Rematch Eligibility Window”** means the time window specified by the TNC’s software and approved by the Airport Director where a Driver is eligible to receive a pickup request after dropping off a rider without returning to the TNC Staging Area. The Rematch Eligibility Window shall be two (2) minutes unless otherwise approved or eliminated by the Airport Director in writing.

**“Transportation Network Company” (“TNC”)** means a person, firm, association, company, or organization, whether a corporation, partnership, sole proprietor, or other form of business organization or association, that provides pre-arranged transportation services using an Online-Enabled Platform, Mobile Device, App, or Application to connect passengers with drivers using personal vehicles.

**“TNC Staging Area”** means the area outside the Geo-Fence Area designated for the non-exclusive use of the Permittee’s Drivers to stage their vehicles while waiting to be summoned for an Airport TNC Pick Up Trip via the App.

**“Vehicle”** means the vehicle used by a Driver.

SECTION 2. DESIGNATED AREAS:

A. City, in accordance with these Provisions, grants to the Permittee permission to use the non-exclusive space or areas designated by the City for the Permittee's Drivers to:

(i) pick up its passengers that are located in both the Terminal 1 and Terminal 2 Arriving Flights Drive and referred to as the "**Passenger Pick-Up Locations;**" and

(ii) drop off its passengers that are located in both Terminal 1 and Terminal 2 Departing Flights Drive and referred to as the "**Passenger Drop-Off Locations.**"

**Passenger Pick-Up and Passenger Drop-Off locations** are more fully described and illustrated in the attached **Exhibit A-1 and Exhibit A-2.**

The Passenger Pick-Up Locations and the Passenger Drop-Off Locations are collectively referred to as the "**Designated Areas**" and all rights and privileges granted under this Permit are subject to the Provisions of this Permit. Permittee and its Drivers will have the revocable and non-exclusive right of ingress and egress across designated Airport property to conduct their permitted operations hereunder. Nothing in the Permit will be construed or interpreted as granting or creating a license or franchise or any exclusive right pursuant to any federal, state, or local laws, rules or regulations.

B. The revocable and non-exclusive rights granted in this Section 2 hereof must only be exercised within the Designated Areas. The Director, on behalf of the City, may relocate, add, substitute, or delete all or portions of the Designated Areas at his/her sole option as may be required in the opinion of the Director. Other than in the case of an operational emergency, the City shall use commercially reasonable efforts to provide ten (10) days notice of such relocation, substitution, addition, or deletion of Designated Areas. The Permittee hereby stipulates and agrees that the City will not be liable or responsible for any loss whatsoever including, without limitation, any inconvenience, cost, or loss by Permittee of work, time, revenue, profit, or business resulting from such changes, or any actual, consequential, incidental, or special damages.

C. Permittee must incorporate into the TNC's mobile application technology, operations, or App, a Geo-Fence that has been approved by the City. Permittee must demonstrate to the City that the Geo-Fence is operational prior to Permittee's Drivers picking up or dropping off any passengers at the Airport. The Permittee shall require all of its Drivers to comply with all applicable Airport procedures regarding the picking-up or dropping-off of Permittee's passengers or the use of Airport facilities. The Permittee shall keep records of each and every Airport TNC Drop Off Trip and Airport TNC Pick Up Trip that begins or ends within the Airport Geo-Fence including, without limitation, each and every time a Driver picks up or drops off a passenger within the Geo-Fence Area.

D. Permittee accepts the Designated Areas "**AS IS**" with no warranties or representations of any kind whatsoever, expressed or implied, either oral or written, made by the City or any of its officers, employees, representatives or agents and subject to all applicable Airport Rules and Regulations, laws, ordinances, rules and regulations. City, without limitation, expressly disclaims

and negates, as to the Designated Area: a) any implied or expressed warranty of fitness for a particular purpose, b) any implied or expressed warranty of merchantability, and c) any implied or express warranty with respect to the condition of the Designated Areas or any portion thereof.

SECTION 3. USE: The **non-exclusive use** of the Designated Areas and Staging Area is to be used by Permittee only for the transfer of Permittee's customers who have made such arrangements. The use of the Designated Areas and Staging Area is granted only so long as Permittee strictly complies with the Provisions of this Permit including, without limitation, the following conditions:

- A. Permittee will not solicit, in any manner, from the Designated Areas, Staging Area, or anywhere on the Airport, except through authorized advertising arranged through the Airport's agent. Permittee will not hire or contract with others to solicit for Permittee at the Airport. For the purpose of this section, solicitation does not include electronic communications.
- B. Drivers will not pick up or drop off passengers outside the appropriate Designated Areas. **The Designated Areas are to be used only for pick up and drop off of passengers**, as the authorized use may be. Each Driver shall limit such driver's curbside time to the time required for the prompt loading and unloading of passengers, and after loading or unloading its passengers, such Driver shall either be promptly engaged with another Airport Pick Up Trip through the App or thereafter promptly depart from the Geo-Fence Area and the Airport's premises. Unless otherwise specified by the Director in writing, **at no time shall Driver dwell with his/her Vehicle within the Designated Area for the purpose of waiting for a passenger to arrive for any period beyond the Rematch Eligibility Window. Vehicles violating this subsection may be ticketed.**
- C. Drivers will remain at all times in Vehicle except to assist customers at the vehicle. **Vehicles without drivers will be ticketed and may be towed at Permittee's expense.**
- D. Permittee will share the Designated Area and Staging Area with other users as approved by the City.
- E. After completing an Airport Drop Off Trip, Driver may not engage in any other business at the Airport (i.e., picking up a new passenger) until Driver has exited the Geo-Fence Area, unless engaged through the App within the Rematch Eligibility Window.
- F. Permittee will maintain its Geo-Fence **at all times** in proper operating condition, require Drivers to properly use Permittee's Online-Enabled Platform, Mobile Device, Application or App while on Airport property. Permittee shall inform its Drivers of the Provisions of this Permit prior to Drivers conducting any business at the Airport.
- G. The Airport Director, in his/her sole discretion may upon giving notice to Permittee, limit the number of Drivers and their Vehicles within the Geo-Fence Area and Staging Area for the purpose of picking-up passengers should operational, safety, or security considerations warrant.

- H. The Airport Director, in his/her sole discretion may upon giving written notice to Permittee, eliminate the Rematch Eligibility Window and require that each Driver completing an Airport Drop Off Trip exit the Geo-Fence Area prior to being re engaged for an Airport Pick Up Trip.
- I. Permittee will fully comply with all applicable Federal Aviation Administration (FAA) regulations including security requirements, Airport Rules and Regulations, and the Airport's security plan in regard to its use of Airport facilities under this Permit.
- J. Each Driver shall possess the following information while in the Designated Areas and Staging Area and shall make the information available to Airport personnel upon request:
  - (1) Valid state issued Driver's License;
  - (2) Proof of Vehicle registration; and
  - (3) Proof of automobile insurance for Driver's Vehicle.
- K. Permittee will provide the City with name, address, telephone, and email address for at least one qualified representative authorized to represent and act for Permittee in matters pertaining to its operation, and will keep City informed, in writing, of the identity of each such person.
- L. Permittee acknowledges and agrees that any failure to comply with any Provision of this Permit will be a material breach and may result in suspension, revocation, or termination of this Permit by City (see Section 13 entitled "Rights Cumulative" and Section 15 entitled "Conditions of Default").
- N. **Drivers shall only use the Designated Areas for active loading and unloading of passengers, or awaiting a rematched Airport Trip during the Rematch Eligibility Window.**
- O. Permittee is hereby granted the non-exclusive use of the TNC Staging Area depicted in the attached Exhibit "C" for use as a Vehicle parking area. Vehicles may only be parked in the "TNC Staging Area" when Drivers have the TNC App enabled and are available for an Airport TNC Pick Up Trip. No unattended Vehicles are allowed in the TNC Staging Area, and Drivers are prohibited from using any airport facility nearby or adjacent to the TNC Staging Area. The Director, on behalf of the City, may relocate, add, substitute, or delete all or portions of the Staging Area at his/her sole option as may be required in the opinion of the Director.

SECTION 4. PROHIBITED USE: In conducting its operations under this Permit, the Permittee shall inform its Drivers of the applicable Provisions of this Permit and the prohibited uses and requirements, as they may be amended from time to time by the City. Without limitation, the following activities are prohibited:

- A. Turning off or disabling the App when a Vehicle is in the Geo-Fence Area or Staging Area, unless immediately departing the Geo-Fence Area after completing a TNC Dropoff Trip;
- B. Picking up or dropping off passengers or their baggage at any other location other than Designated Areas;
- C. Failing to provide information or providing false information to police officers or Airport personnel;
- D. Soliciting on Airport property;
- E. No Driver may loiter, park, or otherwise stage within the Geo-Fence Area or on the Airport's premises outside the Staging Area.
- F. Cruising the Airport roadways and property, including, but not limited to: Terminal 1 Arriving Flights Drive, Terminal 1 Departing Flights Drive, Terminal 2 Arriving Flights Drive, Terminal 2 Departing Flights Drive, Lambert International Boulevard, or Cell Phone Lots;
- G. Double parking, blocking roadways, interfering with the flow of traffic, or otherwise causing unsafe conditions on curbs, roadways, sidewalks, stairways, pathways, Staging Area, or Designated Areas;
- H. Obstructing or interfering with the rights of others on Airport property;
- I. Operating a Vehicle at any time when the Permittee's Permit is either suspended, revoked, or not valid;
- J. Engaging in any criminal activity;
- K. Using or possessing any alcoholic beverages while on duty;
- L. Failing to operate a Vehicle in a safe manner;
- M. Failing to comply with posted speed limits and traffic control signs;
- N. Using profane or vulgar language;
- O. Soliciting on behalf of any hotel, club, nightclub, or other business;
- P. Creating a nuisance or obstruct or interfere with the rights of others at the Airport or injuring or annoying others. Using or allowing the Designated Areas or Staging Area to be used for any improper, immoral, unlawful or reasonably objectionable purpose.

Permittee stipulates and agrees that if the City notifies the Permittee that the Permittee's Driver was or is operating in violation of its procedures regarding the use of Airport facilities; or any

other applicable federal, state, or local laws, rules, ordinances, or regulations; or was or is engaged in any of the prohibited activities set out in this Permit; then the Permittee shall promptly notice such Driver, advise Driver to immediately come into compliance with the applicable Permit requirements, and Permittee shall promptly notify the City, in writing, that it has done so. In cases of repeated, dangerous, and/or egregious violations by a Driver, as determined in the sole and absolute opinion of the City, the City may direct that the Driver be prohibited from further Airport trips. Upon direction from the City, Permittee shall promptly and timely cancel the Driver's and corresponding Vehicle's right to operate at the Airport, within two (2) business days from the City's issuance of a notice to the Permittee.

SECTION 5. TERM: The term of this Permit will begin on the Commencement Date and end twenty-four (24) months thereafter on the Expiration Date, unless sooner suspended or terminated in accordance with other Provisions of this Permit. The Commencement Date and the Expiration Date will be written by the City below. *(All Ground Transportation Use Agreements with TNC will end on the same Expiration Date established by the City below, as of 11:59 PM local time.)*

**Commencement Date:**            **August 31, 2021**

**Expiration Date:**                **September 1, 2023**

Either party may terminate this Permit without cause by giving thirty (30) days' written notice, with no liability to the canceling party and such termination will be a no fault cancellation.

SECTION 6. FEES: Permittee agrees to pay the following Fees

- A. Prior to or on the Commencement Date of this Permit, Permittee will pay to the City in advance and without demand the Permit Fee in the amount of Fifteen Thousand Dollars (\$15,000.00), regardless of the number of Vehicles utilized by Permittee. If the Commencement Date established by the City results in a term of less than 24 months, the Permit Fee will be prorated for the balance of the term of the Permit based on the number of months beginning on the month of the Commencement Date so the Permit Fee will equal Six Hundred Twenty-Five Dollars (\$625.00) times the number of months in the term of the Permit. If this Permit is canceled or terminated by either party, the City will not refund or prorate the Permit Fee.
- B. During the term of this Permit, Permittee will pay to City the Monthly TNC Drop Off Trip Fee and Monthly TNC Pick Up Trip Fee within fifteen (15) days after the close of each calendar month, without demand.

Any unpaid Permit Fees Airport TNC Drop Off Trip Fees, Airport TNC Pick Up Trip Fees, or other fees, charges, fines, or payments due City hereunder will be considered delinquent if not timely paid when 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 costs and expenses including, without limitation, attorneys' fees and litigation costs incurred or expended by City in collection of delinquent amounts due, including service charges within thirty (30) days of the City's written request.



Payments will be made by wire transfer or by check made payable to the “Treasurer, The City of St. Louis,” which check must be delivered postage or other charges prepaid as set out below, 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.

**By U.S. Mail:** Airport Assistant Director of Finance  
St. Louis Lambert International Airport  
P.O. Box 10036  
Lambert Station  
St. Louis, Missouri 63145

**By Express Mail:** Airport Assistant Director of Finance  
St. Louis Lambert International Airport  
10701 Lambert International Boulevard  
St. Louis, Missouri 63145

**By Wire Transfer:** Routing Number: 081000210-1001018702  
Bank Name: USBank (Checking)  
Account Name: Airport Revenue Fund  
(include a description of the transfer (e.g.  
“PERMITTEE’S NAME- TRIP FEE”))

#### SECTION 7. REPORTS:

Permittee will submit to the City within fifteen (15) days after the close of any calendar month its operations report for the previous calendar month (the “**Monthly TNC Trip Fee Report**”). The Monthly TNC Trip Fee Report will be in an agreed-upon electronic or paper format (as specified by the City), and will contain the total number of Airport TNC Drop Off Trips and Airport TNC Pick Up Trips for the reporting period. All such information will be accurate at all times.

SECTION 8. AUDITS: City, or its designated agent, reserves the right to audit the books, accounts, ledgers, receipts and records of the Permittee pertaining to the Airport TNC Drop Off Trip Fees, Airport TNC Pick Up Trip Fees, Monthly TNC Drop Off, Trip Fees, or Monthly Airport TNC Pick Up Fees for the sole purpose of verifying Airport TNC Drop Off Trip Fees, Airport TNC Pick Up Trip Fees, Monthly TNC Drop Off Trip Fees, or Monthly TNC Pick Up Trip Fees due and owed the City hereunder and such records must be kept in accordance with generally accepted accounting principles. The City will provide Permittee reasonable notice of such audit but no less than thirty (30) days prior to the requested audit date. If as a result of such audit(s) it is established that additional fees or charges are due the City, Permittee shall pay such fees or charges to City not later than fifteen (15) days after completion of such audit and written notice by the Airport Director. If underpayment exceeds five (5) percent of the consideration due, Permittee shall reimburse the City for all reasonable costs incurred in the conduct of such examination, inspection and audit. Should the Airport Director elect in writing to develop or install a ground transportation management system, the Permittee, at no cost to the City, shall use its best efforts

and promptly provide vehicle identification data electronically and otherwise reasonably and in good faith cooperate and work with the City so that the City may independently monitor, record, track, and audit Permittee's Drivers' Vehicles operating within the Geo-Fence.

**SECTION 9. COMPLIANCE WITH LAWS AND REGULATIONS:** Permittee shall comply with all applicable federal, state, and local laws, rules and regulations including, without limitation, Airport Rules and Regulations, ordinances, codes, resolutions, as may be amended from time to time.

**SECTION 10. LIMITATION OF RIGHTS:** The Permittee is not granted the right to offer for sale any merchandise, goods, products, vehicles, or other services, or engage in any other business or commercial activity on or at the Airport or within the Designated Area that is not expressly and specifically granted in Sections 2 and 3 of this Permit. The Permittee shall cease and desist from any actions not granted by Sections 2 and 3 of this Permit immediately and not later than upon receipt of written notice from the Director.

**SECTION 11. PERSONNEL/DRIVERS:**

Permittee shall ensure that its Drivers are informed of the conditions of this Permit applicable to Drivers. Upon written objection from the Airport Director concerning the conduct under this Permit of any Driver at the Airport, Permittee shall immediately take all reasonable steps necessary to remove the cause of the objection (see Section 4 entitled "Prohibited Use").

**SECTION 12. ASSIGNMENT AND SUBLETTING:** Permittee may not assign or transfer this Permit. Permittee may not sublet the Designated Areas or Staging Area or any portion thereof. Notwithstanding any other term or provision of this Agreement, the City may assign this Agreement at its sole discretion by providing fifteen (15) days Notice to Permittee as described in Section 14 herein.

**SECTION 13. 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 15, 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 Provision 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 seek other remedies at law or in equity, as provided for in this Permit. Notwithstanding anything in this Permit to the contrary, in no event will either party be liable to the other party for any consequential, incidental or special damages, or lost revenues, or lost profits.

**SECTION 14. NOTICE:** All notices required to be given to City hereunder will be in writing and sent by certified mail, return receipt requested, to the Airport Director, St. Louis Airport Authority, 10701 Lambert International Boulevard, 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:

XXXX

Either party may designate in writing any changes in addresses or any addresses of substitute or supplementary persons in connection with notices. The effective date of service of any such notice will be the date such notice is mailed to Permittee or the Airport Director.

**SECTION 15. CONDITIONS OF DEFAULT:**

- A. Failure to comply with the Provisions of this Permit will be a material breach and may result in suspension or termination of the Permit by City. Upon ten (10) days' written notice, the Airport Director may suspend or terminate this Permit if the Permittee should fail or refuse to comply with the Provisions 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.
- B. The Airport Director must receive Permittee's written request within ten (10) days after the receipt of the notice of the suspension or termination or the request for an informal hearing/meeting will be automatically waived. Upon receiving a timely request for an informal hearing/meeting, the Airport Director shall schedule an informal hearing/meeting to take place within thirty (30) days after the receipt of such request.
- C. Notwithstanding the above, the Director may immediately (effective upon the issuance of written notice) suspend or terminate this Permit for the failure to: i) make any payments when due under this Permit, ii) maintain the Geo-Fence, iii) comply with any term or Provision of Section 12 entitled "Assignment & Subletting" or iv) in the event of a health, safety, security, operational, or other emergency situation.

**SECTION 16. 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.
- 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, national origin, or ancestry. Such action must include, but are 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 will receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, national origin, or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase “An Equal Opportunity Employer.” Permittee will 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, age, or disability, national origin, or ancestry.
- D. 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 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 E, to the same effect.
- E. 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 these regulations may be amended; and state and local laws.

SECTION 17. 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 the Provisions 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 18. FORCE MAJEURE:

- A. Neither party 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, 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. Nothing in this Section 18 will abate, postpone or in any respect diminish Permittee’s obligations to make any payments due to the City pursuant to this Permit.

- B. The City is under no obligation to supply any service during any period that the supplying the service or the use of any component necessary therefore is prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction.

SECTION 19. GOVERNING LAW: This Permit is entered into in the State of Missouri, and Missouri law and the City's Charter, ordinances, rules, and regulations, as they may be amended, will govern this Permit. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Permit must be brought only in a federal or state court in the City of St. Louis, Missouri. Permittee and the City hereby consent to the jurisdiction and venue of such courts. The Provisions of this section will survive the expiration or termination of this Permit.

SECTION 20. WAIVERS: No Provision of this Permit will be waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor will 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 21. INVALID PROVISIONS: If any term, covenant, or provision in this Permit is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, or determined to be inconsistent with federal law, state law, or FAA grant assurances, the term, covenant or provision will be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended or construed 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 term, covenant, or provision does not materially prejudice either the City or Permittee in its respective rights and obligations contained in the valid Provisions of this Permit.

SECTION 22. 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 Charge 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 will 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 will supersede any Provisions of this Permit inconsistent with the operation of the Airport by the United States of America.

SECTION 23. MODIFICATIONS FOR GRANTING FAA FUNDS: If 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 will consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Permit, as may be reasonably required to enable City to obtain Federal Aviation Administration funds.

SECTION 24. FAA NON-DISCRIMINATION: The Permittee for itself, personal representatives, successor in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land 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 24, references to “Acts or Regulations” will mean or include the following statutory and regulatory cities, 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 [also see 49 CFR Part 27 and 28 CFR Parts 35 and 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, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.)”

SECTION 25. ADVERTISING: Permittee has no right to use the trademarks, symbols, trade names, or name of the Airport or Designated Areas or staging area, either directly or indirectly, in connection with any production, promotion service, or publication without the prior written consent of the Airport Director.

SECTION 26. CONFLICTS BETWEEN TENANTS: In the event of a conflict between Permittee and any other permittee, tenant, licensee, concessionaire or other user of the Airport, as to the respective rights of the others, the Airport Director will 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 27. TIME IS OF THE ESSENCE: The parties agree that time will 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, will relieve the other party, without liability of any obligation to accept such performance.

SECTION 28. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS: The parties affirm that 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 29. 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 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 30. WITHHOLDING REQUIRED APPROVALS: Whenever the Approval of the Permittee or the City is required, no such Approval will be unreasonably requested or withheld, and all such Approvals must be in writing.

SECTION 31. ENTIRE AGREEMENT: This Permit, together with all exhibits attached hereto and 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.

SECTION 32. 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 or substantially change the Permittee’s or City’s potential obligations or liabilities under the environmental laws, or conditions; or

(2) the commencement by any governmental entity or a formal administration 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 33. 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 as defined in TSA 1500 (“**SIDA**”) and the Airfield Operations Area. The City has met these 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) 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 or failure to act or wrongful conduct in relation to TSA 1500 or any other applicable airport security requirements.

SECTION 34. SURVIVAL OF WARRANTIES: All warranties and covenants set forth in this Permit will survive the execution and performance of this Permit.

SECTION 35. NO THIRD-PARTY BENEFICIARIES: This Permit is for the sole benefit of the parties hereto and their permitted successors and assigns, if any, and nothing in this Permit, expressed or implied, will give any person or entity (including other permittees) other than the parties hereto and their permitted successors and assigns any legal or equitable rights hereunder.

SECTION 36. COUNTERPARTS: This Permit and any companion documents or instruments, 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 37. WAIVER: Permittee covenants and agrees that City and its officers, employees, representatives, or agents (collectively used herein as "**City Agents**") will not, at any time or to any extent whatsoever, be liable, responsible, or in any way accountable for any losses, liabilities, judgments, suits, claims, damages, costs, fines, and expenses, of any kind or nature (collectively used herein as "**Losses**") which (i) at any time after the effective date of this Permit may be suffered or sustained by Permittee or any Driver arising out of Permittee's operations, or (ii) are caused, in whole or in part, by any act or omission (whether negligent, non-negligent or otherwise) of Permittee or any Driver, whether or not such Losses were caused in part by any act, omission or negligence of the City or City's Agent, except if caused solely by the gross negligence or willful misconduct of the City or the City's Agent.

SECTION 38: INDEMNIFICATION: Permittee shall indemnify, defend, and hold harmless St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their officers, agents and employees from and against any and all claims, actions, damages, liabilities and judgments, losses, costs, fines, penalties and expenses, reasonable attorney's fees, court costs and litigation expenses including, but not limited to, loss of or damage to property, or injuries to or death of any persons, including property and worker's compensation claims, claimed by anyone sustained in, on, or about the Airport arising out of, directly or indirectly, from Permittee's operations in connection herewith or use or occupancy of any portion of the Airport. This includes acts and omissions of, or arising out of, the acts of Permittee, its officers, employees and agents acting within the scope of their agency or employment. Provided, however, that Permittee need not defend, release, indemnify, or hold harmless the City to the extent such damages result or arise from the willful misconduct or negligence of City.

Any indemnification and hold harmless obligations of Permittee under this Permit will survive any expiration or termination of this Permit. The foregoing indemnification obligation is contingent upon City providing Permittee with prompt and timely written notice of any claim subject to indemnification hereunder and reasonable cooperation, at Permittee's expense, in defense and settlement of a claim. 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 and such review or acceptance may not be unreasonably withheld, conditioned or delayed. The Provisions of this section will survive the suspension, expiration, or early termination of this Permit.

**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 69382, approved February 6, 2013 and Resolution adopted by the Airport Commission at its meeting July 3, 2019.

**CITY OF ST. LOUIS BY:**

\_\_\_\_\_  
Director of Airports                      Date

**APPROVED AS TO FORM BY:**

**COUNTERSIGNED BY:**

\_\_\_\_\_  
City Counselor,                      Date  
City of St. Louis

\_\_\_\_\_  
Comptroller,                      Date  
City of St. Louis

**ATTESTED TO BY:**

\_\_\_\_\_  
Register,                      Date  
City of St. Louis

\_\_\_\_\_

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

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

**EXHIBIT A-1**

**TERMINAL 1  
PASSENGER PICK UP AND DROP OFF LOCATION**

**EXHIBIT A-2**

**TERMINAL 2  
PASSENGER PICK UP AND DROP OFF LOCATION**

**EXHIBIT B**  
**GEO-FENCE AREA**

**EXHIBIT C**  
**TNC STAGING AREA**