

**TRANSPORTATION NETWORK COMPANY
PERMIT**

THIS PERMIT is issued this _____ day of _____, 2016, by MILWAUKEE COUNTY and GENERAL MITCHELL INTERNATIONAL AIRPORT, a municipal corporation of the State of Wisconsin (the “County” or “GMIA”), and _____, located at _____ (“Permittee”) for Transportation Network Company Services at GMIA.

I. RECITALS

1. The County owns and operates General Mitchell International Airport (“GMIA” or the “Airport”) and has the power to grant rights and privileges and permits with respect to the Airport.
2. Permittee wishes to operate a Transportation Network Company (“TNC”) business providing TNC services to the traveling public at GMIA. Permittee’s business uses a propriety digital network to connect passengers to drivers who undertake the transportation of passengers to and from the Airport.
3. Milwaukee County General Ordinance (MCGO) 4.05 requires a commercial operator to obtain a permit or concession agreement in order to conduct business at the Airport.
4. The County is willing to grant Permittee the right to allow TNC Drivers to conduct certain business activities at the Airport, including picking up and dropping off customers at GMIA in designated vehicles, on the terms stated in this Permit.

II. DEFINITIONS

1. **“Airport Director”** means the duly appointed incumbent of the position of airport director at GMIA or the person designated by him to act on his behalf.
2. **“Commencement of TNC Vehicle Service”** means the first Trip (as defined in this Section) of a TNC Vehicle.
3. **“County Entity”** means any entity controlled by Milwaukee County.
4. **“Geo-Fence”** means a virtual perimeter of a specific geographical location on Airport Property.
5. **“Monthly Trip Fee”** means the total Trip Fees paid to County in a given calendar month.
6. **“TNC Passenger Pick-Up Area”** means any one of the three geographical areas designated in Exhibit A to this Permit as the permitted area in which Permittee may pause to pick up TNC passengers.

7. **“TNC Permit Fee”** means the fee paid by Permittee based on each new vehicle commencing TNC services at GMIA during the term of this Permit.
8. **“TNC Staging Area”** means the area designated on Exhibit A where TNC Vehicles may park and wait prior to proceeding to the TNC Passenger Pick-up Area.
9. **“Transportation Network Company”** (“TNC” or “TNC Operator”) means a corporation, partnership, sole proprietorship, or other entity, licensed under Wisconsin Statute (Sec. 440.4 et seq.) to operate in Wisconsin, which uses a digital network to connect riders to drivers for the purpose of providing transportation. A TNC does not provide taxi service, transportation service arranged through a transportation broker, or any transportation service over fixed routes at regular intervals. As used in this Permit, all references to TNC are references to Permittee in particular.
10. **“Transportation Network Company Driver”** (“TNC Driver”) means an individual who uses his or her vehicle to provide services for riders matched through a TNC’s digital network.
11. **“Transportation Network Company Vehicle”** (“TNC Vehicle”) means a vehicle driven by a TNC Driver to provide transportation to riders using the TNC’s digital network.
12. **“Trip”** means the loading of a passenger at GMIA in any one of the three TNC Passenger Pick-Up Areas identified on Exhibit A attached to this Permit.
13. **“TNC Trip Fee”** means the Three Dollar (\$3.00) fee paid by Permittee to County for the privilege of picking up a passenger at GMIA under the terms of this Permit.

III. TNC PERMIT

The County and Permittee agree as follows:

1. RIGHTS AND PRIVILEGES

- A. The County grants to Permittee a non-exclusive revocable permit to operate its TNC business using smart phone mobile application technology (“Mobile App”) to connect passengers with TNC Drivers who transport such passengers and their personal baggage to and/or from the Airport in TNC Vehicles, and to use an Airport- approved virtual perimeter (“Geo-Fence”) or other technology acceptable to the Airport to track and report weekly activity of TNC Vehicles at the Airport subject to all the terms and conditions included or referred to in this Permit. Permittee may only provide trip services as defined in Section II. 7.; no other services are contemplated or allowed under this Permit.
- B. The TNC shall demonstrate to the Airport that it is capable of implementing the Geo-Fence (with a perimeter as described in Exhibit A hereto) and shall take all reasonable steps to ensure that all TNC Drivers comply with all aspects of this Permit.

2. FEES

- A. For the privileges granted by this Permit, Permittee agrees to pay to the County a monthly fee (the "Permit Fee") based on One Hundred Twenty-Five Dollars (\$125.00) for each TNC Vehicle commencing TNC services at GMIA each month during the term of this Permit and a trip fee for each Trip of a TNC Vehicle in the amount of Three Dollars (\$3.00) per Trip (the "Trip Fee"). A "Trip" is defined as the loading of passengers at GMIA. The monthly permit fee shall be charged only for the month in which a TNC makes its first appearance at GMIA.
- B. Permittee shall pay the TNC Permit Fee referenced in Section III. 2. A. for the Commencement of Service for each TNC Vehicle operating at GMIA during the term of this Permit and all trip fees which it owes to the County under this Permit on a monthly basis, on or before the 30th day of the month following the month of the TNC activity. Permittee shall mail payments or pay by wire, and shall provide such payment along with an invoice as required and a form acceptable to GMIA Accounting (which form may be emailed). Payment sent by mail shall be sent to the following address:

General Mitchell International Airport
Box 78979
Milwaukee, WI 53278-0979

The Airport's bank routing information is for payment by ACH will be provided by the airport.

The invoice form shall include a statement of the number of trips taken by its TNC Drivers for the preceding calendar month.

- C. If the Airport Director provides written notice to Permittee of another place to which Permittee shall deliver or mail its payments, Permittee will deliver or mail all subsequent payments to that location. Permittee shall contact the Airport Director's authorized representative, Deputy Director for Finance, Karen Freiberg, at 414-747-5703, with any billing questions.
- D. Permittee will make all payments in legal tender of the United States by check, credit card, bank wire or other form acceptable to the Airport. The County will receive any check given by Permittee subject to collection. If Permittee tenders to the County any check on which payment is refused for any reason, the County may thereafter refuse to accept payment by check from Permittee, and may require Permittee to make payments in some other form acceptable to the County. Permittee will pay any reasonable charge incurred by the County for collection of any check which it uses for any payment under this Permit. Any payment not made to the County when due (on or before the 30th day of the month following the preceding month of TNC activity) shall accrue interest at the rate of 18% per annum from such due date (the "Past Due Interest"). Non-payment of fees may result in the cancellation of this permit along with any other remedies sought by the

Airport.

3. TERM

The term of this Permit will begin on September 1, 2016, which is the date of its execution by the County, and will continue through and including the 1st day of September 2017, unless it is terminated before that date.

4. RULES AND REGULATIONS; POLICIES AND PROCEDURES

- A. TNC Drivers while providing transportation services on Airport premises shall comply with all applicable laws of the United States and the State of Wisconsin and the Ordinances of the City and County of Milwaukee. TNC Drivers will not engage in activities or use or permit Airport premises to be used for any purpose prohibited by the laws of the United States or the State of Wisconsin or by the Ordinances of the City and County of Milwaukee, or for any purpose not specifically authorized by or in accordance with this Permit.
- B. TNC Drivers shall obey all Airport security rules and directives issued by the Airport, the County's contractors (including but not limited to contract security personnel), and by the Transportation Security Administration.
- C. With respect to passengers with disabilities, the Permittee and TNC Drivers affiliated with Permittee will throughout the term of this Permit be in compliance with applicable federal, state, and local rules, regulations, and statutes, including the Americans With Disabilities Act ("ADA") 42 USC § 12101 et seq.
- D. Permittee must pay all applicable fees set forth in this Permit. Non-payment of fees to GMIA shall result in the termination of this permit (as provided in Section 26) along with any other legal remedies available to Milwaukee County and GMIA.
- E. Permittee acknowledges that TNC Drivers will experience direct interaction with Airport customers and, therefore, the highest standards of competence, integrity, reliability and courtesy are required. TNC Drivers shall not engage in inappropriate behavior (including but not limited to public fighting, assaults, disturbance of the peace by word or conduct, and threats) towards the general public, County employees/contractors, or other ground transportation carriers.

5. BOOKS OF ACCOUNT AND AUDIT

- A. Permittee shall keep, or make available for inspection in Permittee's offices upon 30- day written request, true and complete records of all business transacted at the Airport, which includes all trips to and from GMIA by TNC Vehicles. Upon 30 days written request of County, and not more than once per calendar year, Permittee shall furnish to County a true and accurate statement of the business transacted during the preceding calendar year (furnishing the number of TNC Vehicles operating at GMIA during the term of this permit

by Commencement of TNC Vehicle Service and trips on a month-by-month basis). Business transacted means all drop-offs and pick-ups completed by TNC Vehicles at GMIA.

- B. Permittee shall keep and preserve for at least three years, or until sooner audited by the County, all evidence of business transacted for such period at the Airport. The County's Auditor and Airport Director and their respective authorized representatives shall have the right to inspect or audit at Permittee's office, at the sole expense of the County, all of the books of account, statements, documents, records, returns, papers and files of Permittee relating to the business transacted at the Airport. Permittee, upon written request, shall make all such documents available for examination within the Milwaukee metropolitan area; or shall pay in full, in advance, travel and related expenses of a County representative to travel to any location outside the Milwaukee area for such examination. Following the travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Permittee as appropriate. Such documents shall be available to the County representative within 30 calendar days of the date of the written request.
- C. If the County determines after an audit for any year that the business transacted shown by Permittee's statement for such year were understated, Permittee shall pay the amount of the deficiency plus interest at the Past Due Interest Rate. If the amount of business transacted was understated by more than 5%, Permittee shall pay to the County the reasonable cost of the audit, in addition to the deficiency and interest. The County's right to perform such an audit shall expire three years after Permittee's statement for that year has been delivered to the County.
- D. Upon request, Permittee shall demonstrate compliance with all applicable federal, state and local rules, regulations and statutes.

6. RESTRICTIONS

- A. This Permit does not authorize Permittee's TNC Vehicles to park on Airport property or to have an office or station on Airport property, except as otherwise authorized by this Permit or by separate authorization of the Airport Director or his or her authorized representative. Any commercial activity not expressly authorized under the terms of this Permit, or by separate written authorization of the Airport Director is expressly prohibited.
- B. Permittee's TNC Drivers must use the TNC Staging Area (as identified in Exhibit A hereto) as a staging and waiting area before they proceed to any of the three TNC Passenger Pick-Up Areas (as identified in Exhibit A hereto) to load a passenger. Permittee's TNC Drivers may use the three TNC Passenger Pick-Up Areas designated in Exhibit A attached to this Permit as the areas to pick up their passengers. TNC Vehicles may not pause, wait, or park in any area of the GMIA Parking Structure or any other area not specifically designated in this Permit. Permittee's TNC Drivers are not allowed to stage vehicles in the three TNC Passenger Pick-Up Areas, any GMIA parking structure

or parking lot, the Ground Transportation Holding Lot, the Final Approach, or anywhere else on Airport property with the exception of the TNC Staging Area.

- C. Neither Permittee nor its TNC Drivers, agents, and employees shall solicit customers on Airport premises, nor engage in any activities (except for the placement of paid advertisements) at the Airport intended to persuade members of the public to use its vehicles and/or services. As used in this Permit, the word “solicitation” does not include the use by passengers and drivers of Permittee’s mobile application on Airport premises.
- D. The meeting and greeting of passengers inside the Terminal and/or Concourses or parking structures or parking lots by TNC Drivers, agents or employees shall be prohibited.
- E. These restrictions are subject to the default provisions contained in this permit in Section 26.
- F. The security status of the Airport is subject to change without notice from time to time. As a result of a change in security status or in response to an emergency, changes may be made without advance notice in the operations of the Airport affecting ground transportation, notwithstanding the specific content of this Permit or any attachments hereto. The operations affected may include, without limitation: designated TNC Passenger Pick-Up Areas and TNC Passenger Drop-Off Areas (as identified in Exhibit A hereto) and the amount of time allowed for vehicles to stand or dwell at curbside. Directives issued to Airport users by any police officer, Ground Transportation Employee or Operations Employee pursuant to any such changed security status or emergency shall be obeyed.

7. ROADWAY ACCESS

- A. Permittee’s TNC Drivers shall not operate upon any commercial roadway at GMIA except as provided in this Permit.
- B. Permittee’s TNC Drivers may only pick up passengers in the three TNC Passenger Pick-Up Areas designated in Exhibit A attached to this Permit.
- C. No TNC Driver operating on Airport property shall fail to obey any lawful directive of any police officer, Ground Transportation Employee, County Contractor, or Operations Employee. Authority is hereby vested in Ground Transportation Employees and Operations Employees to enforce the regulations contained in this Permit by taking all actions necessary or appropriate to carry out the functions assigned to them in this Permit, including, for example, controlling vehicular traffic upon the Airport, directing motor vehicle movements within commercial loading and unloading areas, and requiring the removal of motor vehicles from loading and unloading areas in order to alleviate congestion.

8. NON DISCRIMINATION

In connection with the activities under this Permit, Permittee agrees not to fail or refuse to hire, nor to discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Permittee further agrees to insert the foregoing provision in all subcontracts hereunder related to Permittee's business at the Airport.

9. **WAIVER, INDEMNITY, AND INSURANCE**

- A. Waiver. Permittee covenants and agrees that County shall not at any time and to any extent whatsoever be liable, responsible or in any way accountable for, and Permittee waives and releases any claim (including any claim for contractual or implied indemnity) against County, for Losses which at any time after the effective date of this Permit (the "Effective Date") may be suffered or sustained by Permittee which (a) arise out of Permittee's operations or (b) are caused in whole or in part by any act or omission (whether negligent, non-negligent or otherwise) of Permittee, whether or not such Losses shall be caused in part by any act, omission or negligence of any County Entity, except if caused solely by the gross negligence or willful misconduct of County.
- B. Indemnity. In addition to, and not in limitation of the foregoing, Permittee shall, to the maximum amount allowed by law, indemnify, and save harmless the County and its officers, agents and employees, and, if requested, shall defend them from and against any and all Losses caused in whole or in part by (a) any act or omission of Permittee, (b) Permittee's operations at the Airport, or (c) any default by Permittee in the observance or performance of any of the terms, covenants, or conditions of this Permit, whether or not any such Losses shall be caused in part by any act, omission or negligence of the County or any County Entity, except if caused solely by the gross negligence or willful misconduct of the County. The foregoing indemnification obligation is contingent upon County providing Permittee with (i) reasonably prompt written notice of any potential claim subject to indemnification hereunder, (ii) sole control over the defense and settlement of each such claim (provided that Permittee will not settle or compromise any claim without written consent of Airport, which consent shall not be unreasonably withheld, conditioned or delayed), and (iii) reasonable cooperation, at Permittee's expense, in the defense and settlement of a claim.
- C. Losses. For purposes hereof "Losses" shall mean any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorneys' fees, investigation costs, remediation costs, and court costs), of any kind or nature.
- D. Notice. Without limiting the foregoing waiver and indemnity, each party hereto shall give to the other reasonably prompt and timely notice of any Loss coming to its knowledge.
- E. Insurance. Permittee acknowledges and agrees that the following insurance coverages are mandatory for purposes of this Permit; data collected during the course of the operation of this permit may result in changes to insurance coverages and amounts in future permits for TNC operations. Permittee shall procure and maintain during the term of this Permit the

following minimum insurance and bond requirements:

- (a) Upon application for a TNC Permit, the TNC Operator shall furnish to the Airport Director evidence in the form of an insurance certificate, that he or she carries current insurance in a company eligible to do business in the state of Wisconsin, insuring the TNC Operator, as well as the TNC Drivers doing business on General Mitchell International Airport, against loss or damage that may result to any person(s) or property. Said policy of insurance is to be in minimum amounts of Fifty Thousand Dollars (\$50,000.00) each accident for any one (1) person injured or killed; One Hundred Thousand Dollars (\$100,000.00) for each accident resulting in bodily injury or death to more than one (1) person; and Ten Thousand Dollars (\$10,000.00) each accident for damage to or destruction of any property. If at any time said policy of insurance is cancelled by the issuing company or the authority of said issuing company to do business in the state shall be revoked, the Airport Director shall be immediately notified by the TNC Operator. TNC Operator shall immediately replace said policy with another policy satisfactory to the Airport Director and, upon failure to do so, the TNC Operator's permit(s) issued hereunder shall be revoked. In addition to the foregoing, every policy of insurance shall contain a clause by which the person or corporation issuing such policy of insurance shall be required to serve upon the Airport Director a 10-day notice of the expiration date of such policy of insurance.

F. Form of Policies. All liability insurance policies shall be endorsed or otherwise to provide the following:

- (1) Name as additional insured the County of Milwaukee, GMIA, and all of the officers, agents, and employees of each of them (collectively "Additional Insureds").
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought. No other insurance effected by County will be called upon to contribute to a loss covered hereby.
- (3) Severability of Interests (Cross Liability). The term "the insured" is used severally and not collectively, and the insurance afforded under the liability coverages applies separately to each insured against whom claim is made or suit is brought, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.
- (4) Notice of Cancellation. All policies shall provide that the insurance company shall provide thirty (30) days prior written notice to County of cancellation, or reduction in coverage or limits, delivered to County at County's Notice Address. Prior to issuance of the permit, Permittee shall provide evidence to County of proof of insurance coverage for a minimum period of not less than ninety (90) days.

G. Delivery of Certificates. On or before the Commencement Date, Permittee shall provide

to the County copies of its insurance certificates evidencing the above insurance.

- H. Subrogation. Notwithstanding anything to the contrary herein, Permittee waives any right of recovery against the County for any loss or damage to the extent the same is covered by Permittee's workers' compensation and property insurance. Permittee shall obtain from its insurer, if possible, a waiver of subrogation the insurer may have against the County or any County Entity in connection with any Loss covered by Permittee's property insurance policy.

10. TERMINATION FOR CONVENIENCE

Either party, upon giving a minimum of thirty (30) days' written notice to the other party, may terminate this Permit, in whole or in part, for the convenience of such party. If this Permit is so terminated, Permittee shall be liable for all outstanding payments in accordance with the payment provisions of this Permit for amounts owed prior to the effective date of termination.

11. NOTICES

- A. All notices required to be given to the County under this Permit shall be in writing and shall be sent by U.S.P.S. certified mail, return receipt requested, to:

Airport Director
Milwaukee County's General Mitchell International Airport
5300 S. Howell Avenue
Milwaukee, WI 53207

- B. All notices required to be given to Permittee hereunder shall be in writing and sent to the Agent identified below by certified mail, return receipt requested, addressed to:

Permittee's Agent

- C. Either the County or Permittee may, from time to time, designate in writing the address of substitute or supplementary persons within the State of Wisconsin to receive such notice. The effective date of service of any such notice shall be the date such notice is mailed or delivered to Permittee or the Airport Director as provided above.

12. DISPUTES

Claims by Permittee arising under or related to this Permit shall be resolved by administrative hearing which hearing shall be conducted in accordance with the procedures set forth in MCGO Ch. 110.00. The parties hereto agree that the Airport Director's determination resulting from said administrative hearing shall be final, subject only to the right of the parties hereto to appeal the determination under MCGO Ch. 110.00.

13. WISCONSIN LAW AND VENUE

This Permit is made under and will be governed by the laws of the State of Wisconsin. Venue and jurisdiction for any action arising from this Permit shall be in the Circuit Court in and for the County of Milwaukee.

14. ENTIRE AGREEMENT

Each party acknowledges that it has read this Permit, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the terms for TNC operations at GMIA. This Permit may not be modified or altered except by a written instrument duly executed by both parties.

15. NONDISCRIMINATION; FEDERAL REQUIREMENTS

This TNC Permit is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the County and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the County for Airport purposes, and the expenditure of federal funds for the extension, expansion or development of Milwaukee's Airport System. The provisions of the attached Appendices are incorporated herein by reference. Permittee is the "party of the second part" as referenced to in such appendices.

16. BOND ORDINANCES

This TNC Permit is in all respects subject and subordinate to any and all County bond ordinances and agreements or provisions applicable to GMIA and to any other bond ordinances and agreements or provisions which should amend, supplement or replace such bond ordinances or agreements.

17. COUNTY SMOKING POLICY

Permittee acknowledges that smoking is not permitted in Airport buildings and facilities except in designated areas, and TNC Drivers affiliated with Permittee shall not smoke in indoor areas and within 50 feet of entryways of Airport Premises or any other area not specifically designated for smoking.

18. SEVERABILITY

Should any section or any subsection of this Permit be held invalid as a matter of law, none of the remaining sections or subsections shall be affected thereby and such remaining sections or subsections shall remain in full force.

19. TNC DRIVER AND VEHICLE IDENTIFICATION

Permittee shall provide the Airport with a unique identifier for each TNC Driver who conducts business on Airport property (the “Driver Identifier”). The Driver Identifier data required is further described in the Data Interface Agreement, set forth in Exhibit B to this Permit. Further, in the event the Airport determines that it requires driver identification information for Permit and/or Rules and Regulations enforcement, Permittee shall provide such information to Airport as requested. This information shall be provided to the Airport telephonically and Permittee shall promptly respond (within twenty-four [24] hours of such request) to all such telephonic inquiries from the Airport and/or enforcement personnel from the Milwaukee County’s Sheriff’s Office – Airport Division. Permittee expressly understands the Airport may require such information in any future TNC permit and that the terms of this Permit in no way establish a precedent or any limitation whatsoever on the discretion of the Airport Director to add to or subtract from or otherwise alter operating permit requirements. Further, Permittee understands that the Airport is developing a Ground Transportation Management System that may require TNC Driver identification in any future permit. Permittee shall cooperate with assigned Airport staff during the course of the Permit term to determine whether and how a future permit, if one should be granted by the Airport Director, may include tracking TNC Vehicles and TNC Driver identification. Permittee shall also require that each of its TNC vehicles display some visual identification of its association with Permittee’s TNC network. The visual identification required by this paragraph shall be no smaller than six (6) inches square, shall be uniform for all of Permittee’s TNC vehicles shall be displayed in the lower passenger side corner of the vehicle’s windshield, and shall be readily visible from thirty (30) feet.

20. REPORTING AND TRACKING ACTIVITY OF TNC VEHICLES

- A. Prior to engaging in operations at the Airport and at Permittee’s sole expense, Permittee shall work with assigned Airport personnel to develop a vehicle tracking protocol based on Geo-Fences directed and specified by the Airport and constructed by Permittee. The Geo-Fence shall be comprised of one or more polygons whose points are geographic coordinates defined by the Airport on County-owned property under the Airport’s management.
- B. Reporting triggers. TNC Vehicle Trips shall be tracked based on each pickup. For each TNC Trip, Permittee shall provide a report of the passenger pick-up date, the license plate number of the TNC Vehicle, and time of each Trip.

21. OTHER PROHIBITED ACTIVITIES

Without limiting the generality of other provisions of this Permit, the following activities are

prohibited by Permittee, TNC Drivers, and TNC's employees or independent contractors:

- (a) Turning off or disabling a TNC Mobile App when a TNC Vehicle is on Airport property.
- (b) Operation of a TNC Vehicle on Airport roadways by an unauthorized driver.
- (c) Transporting a TNC passenger in an unauthorized vehicle.
- (d) Picking up passengers or their baggage at any terminal level or location other than the TNC Passenger Pick-Up Area designated in Exhibit A.
- (e) Leaving a TNC Vehicle unattended.
- (f) Failing to maintain the interior and exterior of TNC Vehicles in a clean and safe condition.
- (g) Littering on Airport premises.
- (h) Failing to provide information or providing false information to law enforcement or Airport personnel.
- (i) Soliciting passengers on Airport property.
- (j) Recirculating anywhere on Airport roadways.
- (k) Using or possessing any alcoholic beverage or dangerous drugs or narcotic while on Airport roadways.
- (l) Failing to operate a TNC Vehicle in a safe manner as required by the Wisconsin Vehicle Code.
- (m) Failing to comply with posted speed limits and traffic control signs.
- (n) Using profane or vulgar language in the presence of any member of the public.
- (o) Soliciting for or on behalf of any hotel, motel, club, nightclub or other business.
- (p) Soliciting of any activities prohibited by the Wisconsin Criminal Code.
- (q) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment as defined in the Wisconsin Vehicle Code.
- (r) Disconnecting any pollution control equipment.
- (s) Double parking on Airport roadways.
- (t) Operating a TNC Vehicle at any time during which Permittee's authority to operate has been suspended or revoked.
- (u) Engaging in any criminal activity.
- (v) Failing to display the TNC identification required by this Permit.
- (w) Interfere, or attempt to interfere in any manner whatsoever with a passenger's selection of ground transportation service.
- (x) Solicit, or attempt to solicit any passenger, by the utterance of words, by repeated and persistent canvassing or loitering upon the approaches or exits to the airport terminal building.

- (y) Fail to diligently remove, or cause to be removed, his/her TNC Vehicle from airport premises in the event such vehicle becomes inoperative.
- (z) Perform, or attempt to perform, or cause to be attempted or performed, mechanical or maintenance activity, including, but not limited to, car washing, oil changing, or mechanical repair on any TNC Vehicle, except such activity minimally necessary for removal of an inoperative vehicle from airport premises.
- (aa) Refuse to provide any authorized service to any passenger who requests such service, solely on the basis of the passenger's age, handicap, disability, sex, race, or national origin, or any combination of any of the foregoing.
- (bb) Fail or refuse to remain within ten (10) feet of his/her vehicle while such vehicle is parked at a loading or unloading zone, except as may otherwise be required by reason of personal necessity, or as authorized by rules or regulations issued by the airport director.
- (cc) Dispose of garbage, papers, refuse or other material on airport property, except in receptacles provided for that purpose, or use a comfort station other than in a clean and sanitary manner, or expectorate on floors, walls or other surfaces of any airport facility.
- (dd) Allow any pets or animals, other than pets or animals of individuals employing the metered taxicab, to occupy or ride in the TNC Vehicle.
- (ee) Charge more than the rate prescribed by the TNC Operator, whether the overcharge occurs on or off airport premises.
- (ff) Fail or refuse to comply with, or otherwise violate any administrative regulation promulgated by the airport director, or any lawful directive of the airport director or the sheriff.
- (gg) The TNC Driver taking a fare from the airport shall, upon request of the passenger, give his/her name, address, TNC identification number, or a receipt for the fare to the passenger.
- (hh) The following articles of clothing, when worn as an outer garment, are considered inappropriate and are prohibited for TNC Drivers of airport-permitted TNC Vehicles: T-shirts, underwear, tank tops, body shirts, swimwear, shorts, jogging suits, halter tops, sandals or other similar types of attire.
- (ii) Double loading of TNC Vehicles is prohibited.
- (jj) Drivers shall be courteous and shall assist passengers, when requested, with their luggage in and out of their TNC Vehicle. Drivers are not permitted to perform any service normally or traditionally performed by "skycaps" when a "skycap" is on duty.
- (kk) All TNC Vehicles and drivers may be inspected, at any time, for compliance with these standards.

22. DEPOSIT

- A. Amount of Deposit. Upon execution of this Permit, Permittee will deliver to the Airport Director a security deposit (the "Deposit") equal to \$5,000.00. As part of the Permit, the Airport Director has set an estimated Deposit. The Airport Director may, at his sole

discretion, adjust the Deposit amount at any time after three months from the date the Permit is issued to establish a Deposit amount approximately equal to two months of the average Monthly Permit Fee paid during the term of this Permit; provided, however, that the Airport Director must give Permittee 30 days written notice prior to the effective time of such adjusted Deposit.

- B. Form of Deposit. Such Deposit shall be in the form of: (a) a surety bond payable to the County, naming the County as obligee, and otherwise in form satisfactory to the County Corporation Counsel, and issued by a surety company satisfactory to the Airport Director; or (b) a letter of credit naming the County as beneficiary, and otherwise in form satisfactory to the County Corporation Counsel, issued by a bank satisfactory to the Airport Director. With the Airport Director's consent, Permittee shall be permitted to submit as a Deposit a Treasury bond, a certificate of deposit, or a certified check, or a credit card, all in form satisfactory to the Airport Director, in the amount of the Deposit, to the extent the same is permitted by Commission policy. Such Deposit shall be reviewed and adjusted in the event this Permit is extended beyond the specified term. Permittee shall cause the surety company or bank issuing any bond or letter of credit to give the Airport Director notice in writing by registered mail at least forty-five (45) days prior to the expiration date of such bond or letter of credit of its intention not to renew said bond or letter of credit.
- C. Use of Deposit. If Permittee fails to pay the Monthly Permit Fee or otherwise defaults with respect to any provision of this Permit, the County may use, apply or retain all or any portion of the Deposit for the payment of a Monthly Permit Fee or other charge in default or for the payment of any other sum to which the County may become obligated by reason of Permittee's default or to compensate the County for any loss or damage which the County may suffer thereby. If the County so uses or applies all or any portion of the Deposit, Permittee, within ten (10) business days after demand therefor, shall deposit other security acceptable to the Airport Director with the County in an amount sufficient to restore the Deposit to the full amount thereof. In the event the surety company or bank declines to renew or elects to cancel the bond or letter of credit comprising the Deposit, Permittee shall, at least fifteen (15) business days prior to the expiration or cancellation date thereof, replace such bond or letter of credit with another bond or letter of credit or other form of the Deposit. If Permittee fails to do so, the County may, without notice to Permittee, draw on the entirety of the Deposit and hold the proceeds thereof as security hereunder. The County shall be required to keep the Deposit separate from its general accounts. If Permittee performs all of Permittee's obligations hereunder, the Deposit, or so much thereof as has not theretofore been applied by the County, shall be returned, without payment of interest or other increment for its use, to Permittee (or, at the County's option, to the last assignee, if any, Permittee's interest hereunder) upon the revocation or termination of this Permit. No trust relationship is created herein between the County and Permittee with respect to the Deposit.

23. DEFAULT; REMEDIES

- A. Event of Default. The occurrence of any one or more of the following events shall

constitute a material breach of this Permit and an “Event of Default”:

- (1) Permittee shall fail duly and punctually to pay Monthly Permit Fees, or to make any other payment required under this Permit, when due to County, and such failure shall continue beyond the date specified in a written notice of such breach or default from the Airport Director, which date shall be no earlier than the 10th business day after the effective date of such notice. Notwithstanding the foregoing, in the event there occur two defaults in the payment of Monthly Permit Fees or other payment under this Permit, Permittee shall not be entitled to, and the County shall have no obligation to give, notice of any further defaults in the payment of Monthly Fees or other payment. In such event, there shall be deemed to occur an “Event of Default” immediately upon Permittee’s failure to duly and punctually pay Monthly Fees or other payment due under this Permit; or
- (2) Permittee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property; or
- (3) A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, is filed against Permittee and is not dismissed within thirty (30) days after the filing thereof; or
- (4) Permittee fails to provide the Deposit within five (5) days after the Effective Date or fails to maintain in full such Deposit at all times while the Permit is in effect, and such failure shall continue for a period of more than 10 business days after delivery by the Airport Director of written notice of such failure; or
- (5) Permittee fails to obtain and maintain the insurance required under this Permit, or provide copies of the policies or certificates to County, and such failure shall continue beyond the date specified in a written notice of such breach or default from the Airport Director, which date shall be no earlier than the 10th business day after the effective date of such notice; or
- (6) Permittee fails to keep, perform and observe each and every other material promise, covenant and agreement set forth in this Permit, and such failure continues for a period of more than 10 business days after delivery by the Airport Director of a written notice of such failure (the “First Notice”); or if satisfaction of such obligation requires activity over a period of time, if Permittee fails to commence the cure of such failure within 10 business days after receipt of the First Notice, or thereafter fails to diligently prosecute such cure, or fails to actually cause such cure within one hundred twenty (120) days after the giving of the First Notice; or

- (7) During the course of transporting passengers to or from the Airport, Permittee, TNC Drivers, Permittee's employees or independent contractors engage in criminal activity; or
 - (8) A default occurs under any other permit or agreement between Permittee and County, including the Other Agreements, if any, and such default is not cured as may be provided in such agreement; provided, however, that nothing herein shall be deemed to imply that Permittee shall be entitled to additional notice or cure rights with respect to such default other than as may be provided in such other agreement.
- B. Remedies. Upon the occurrence and during the continuance of an Event of Default, County shall have the following rights and remedies in addition to all other rights and remedies available to the County under this Permit, at law, or in equity:
- (1) County may elect to terminate this TNC Permit; and
 - (2) County may elect to terminate any other permit or agreement between Permittee and County, including the Other Agreements, if any. Nothing in this Section shall be deemed to limit County's right to revoke this Permit as provided in this Permit.
- C. County's Right to Perform. All agreements and provisions to be performed by Permittee under any of the terms of this Permit shall be at its sole cost and expense and without any abatement of Monthly Permit Fees. If Permittee shall fail to pay any sum of money, other than Monthly Permit Fees, required to be paid by it hereunder, or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for ten (10) days after notice thereof by County, County may, but shall not be obligated to do so, and without waiving or releasing Permittee from any obligations of Permittee, make any such payment or perform any such other act on Permittee's part to be made or performed as provided in this Permit. All sums so paid by County and all necessary incidental costs shall be payable to County on demand.
- D. Cumulative Rights. The exercise by County of any remedy provided in this Permit shall be cumulative and shall in no way affect any other remedy available to County under law or equity.
- E. Payment Upon Termination. If this Permit is terminated, all sums owed the County under this Permit shall become immediately due and payable, and no fees or charges paid by Permittee shall be refundable by County (with the exception of the Deposit).

24. CONFIDENTIALITY

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), in writing, that is designated as confidential. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the

Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party or (v) was disclosed with the prior written approval of the Disclosing Party. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall protect the Disclosing Party's Confidential Information by using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), and shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Permit or Airport Operations, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Permit or Airport Operations and who are bound by confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby by either party. Upon termination of this Permit, each party shall, within fifteen (15) days promptly return or destroy the other party's Confidential Information except as may be required for backup, disaster recovery or business continuity and in such case the obligations hereunder shall survive until such Confidential Information is destroyed or returned. This provision shall survive any termination of this TNC Permit.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as of the day and year first above written.

MILWAUKEE COUNTY

By: _____
Airport Director Date

PERMITTEE

By: _____
Signature

Print Name: _____

Company: _____



EXHIBIT A

DESIGNATED AREAS OF OPERATION

Passenger Drop-Offs: Domestic Terminal
International Arrivals Building

Passenger Pick-Ups: Domestic Terminal
International Arrivals Building

TNC Staging Area

Lot Location: The “TNC Staging Area” is the identified lot along Airport Drive nearest to the first corporate hangar on the airfield (see attached map for exact location) and depicted in Exhibit A attached hereto.

Parking: TNC Vehicles may park in the designated spaces in the TNC Staging Area while waiting for a signal to pick up a passenger at GMIA. County will provide a minimum of four (4) parking spots exclusively for the use of Permittee. If no spaces are available in the TNC Staging Area lot, TNC vehicles must immediately exit Airport Property.

Dwell Time: TNC Vehicles may remain in the TNC Staging Area for no longer than ninety (90) minutes.

TNC Passenger Pick-Up

TNC Passenger Pick-Up Area: There are three (3) “TNC Passenger Pick-Up Areas.” Area #1 is located under the terminal adjacent to the GMIA Bag Claim Building as depicted in Exhibit A attached hereto. Area #2 is located on the curb at the GMIA International Arrivals Building (IAB). Area #3 is located at the curb at the GMIA Rail Station. A map of the three locations is attached on the next page.

Staging/Parking: TNC Vehicles may only proceed to the TNC Passenger Pick-Up Area after they have received a ping to pick up a specific passenger. No TNC Vehicle may be present in the TNC Passenger Pick-Up Area without demonstrable proof that it is in the process of picking up a specific passenger. TNC Vehicles shall be parked in the spaces designated in the TNC Staging Area identified in this Exhibit A only. County will provide a

minimum of 4 (four) spaces in the TNC Passenger Pick-Up Area exclusively for the use of Permittee. If no TNC Passenger Pick Up spaces are available, TNC Vehicles must immediately return to the Staging Area or exit Airport property.

Dwell Time:

Unless otherwise posted, no TNC Vehicle may remain in the TNC Passenger Pick-Up Area for more than ten (10) minutes. If a TNC Driver does not accept a ride within the 10-minute time limit, the TNC Driver and TNC Vehicle must immediately exit the TNC Passenger Pick-Up Area and return to the Staging Area or exit Airport Property.

[SEE ATTACHED PARKING AREA DESIGNATED FOR _____ TNC OPERATOR]



EXHIBIT A

Maps and Photographs of Staging and Pick Up Areas at GMIA



EXHIBIT B

STANDARD FEDERAL ASSURANCES

NOTE: As used below the term "Permittee" shall mean and include the second party, and the term "sponsor" shall mean the "County."

During the term of this contract, the Permittee, for itself, its assignees and successors in interest (hereinafter referred to as the "Permittee") agrees as follows:

1. **Compliance with Regulations.** The Permittee shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, and Title 14, CFR, Part 152, Subpart E, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The Permittee, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Permittee shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Permittee for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Permittee of the Permittee's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The Permittee shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Permittee is in the exclusive possession of another who fails or refuses to furnish this information, the Permittee shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the Permittee's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Permittee under the contract until the Permittee complies, and/or

- b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The Permittee shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Permittee shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Permittee becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Permittee may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.
7. The Permittee for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
8. The Permittee for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
9. **Nondiscrimination in Airport Employment Opportunities.** The Permittee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. It is unlawful for Airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

EXHIBIT C

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or an interest herein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the Permittees from the bid solicitation period through the completion of the contract.

It is unlawful for Airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

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