

**DURANGO - LA PLATA COUNTY AIRPORT  
COMMERCIAL GROUND TRANSPORTATION  
BUSINESS PERMIT**

THIS PERMIT AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF DURANGO, COLORADO, and the BOARD OF COUNTY COMMISSIONERS, LA PLATA COUNTY, COLORADO, the joint owners and operators of the Durango-La Plata County Airport, hereinafter referred to as "Airport", and \_\_\_\_\_, hereinafter referred to as the "Permittee",

**WITNESSETH**

WHEREAS, the City of Durango, Colorado, and the Board of County Commissioners, La Plata County, Colorado, own and operate the Durango-La Plata County Airport, and have the authority and power to grant permits for the use of Airport facilities by commercial ground transportation businesses; and

WHEREAS, Permittee is a Commercial Ground Transportation Business or operates a Courtesy Vehicle as defined in Article V, Rules and Regulations.

WHEREAS, Permittee has submitted an application for a Commercial Ground Transportation Business Permit which is satisfactory to the Airport,

NOW THEREFORE, the Airport hereby issues this permit, and by signing this permit Permittee agrees to abide by all the provisions hereof.

**ARTICLE I**  
**TERM**

This Permit shall be effective for one (1) year, and shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and will automatically renew annually for successive periods of one year unless either party provides written notice of its intent not to renew the term of this Agreement to the other party at least sixty days prior to the end of the current term. This agreement may otherwise be amended or terminated as provided in this document.

**ARTICLE II**  
**PRIVILEGES**

**2.01** Permittee is authorized to operate its commercial ground transportation vehicles, for-hire, on public roadways on Airport property by the most direct authorized route to pick-up and drop-off its customers at designated locations on the Airport.

**2.02** Permittee agrees that it will not have an office or station at the terminal area of the Airport, or have an office or station on the Airport or other leasehold sites on the Airport without an approved rental agreement with the Airport.

**2.03** Permittee will load and unload its customers only in zones designated by the Airport for such purposes. Permittee will not park its commercial ground transportation vehicles on Airport property except for passenger loading and unloading.

**2.04** Permittee shall operate on the Airport in a safe, clean, and orderly fashion. Permittee will not allow its agents, servants, or employees to engage in open or public disputes or conflicts tending to be incompatible with the best interests of the public at the Airport. The Airport shall have the right to resolve all such disputes or conflicts and its determination thereof concerning the manner in which Permittee shall thereafter operate shall be binding upon Permittee.

**ARTICLE III**  
**FEE**

**3.01** Permittees who are collecting compensation for ground transportation shall pay to the Airport for the privileges granted hereunder to use Airport facilities a fee of two Dollars (\$2.00) per revenue departure. A revenue departure shall occur each time a ground transportation vehicle departs from the Durango-La Plata County Airport with paying passengers on board. Hotel and other lodging Courtesy Vehicle Permittees who are not collecting compensation for ground transportation shall pay to the Airport for the privileges granted hereunder to use Airport facilities a fee of twenty cents (\$0.20) per room per month based on the current total number of rooms available for customer occupation (example: 100 rooms yields \$20 monthly fee).

**3.02** Permittees collecting compensation for ground transportation shall pay the foregoing amounts listed in section 3.01 on a quarterly basis. Quarters shall end on the last day of March, June, September, and December. Payments shall be due on or before the 15th day following the conclusion of the most recent quarter. Permittees shall furnish with this payment an itemized statement showing the total number of revenue departures for the previous quarter. These reports shall be attested to as correct to the best of the signer's knowledge by the Permittee or its designee. The report shall be on a form provided by or approved by the Airport.

**3.03** Courtesy Vehicle Permittees who are not collecting compensation for ground transportation shall pay the foregoing amounts listed in section 3.01 on an annual basis. The initial payment shall be due within 15 days of the signing of the agreement, and shall be prorated to complete payment for the current calendar year. Subsequent payments shall be due on or before the 1<sup>st</sup> day of January for the ensuing calendar year. Permittees shall furnish with each payment a listing of their current total number of rooms available for customer occupation. These reports shall be attested to as correct to the best of the signer's knowledge by the Permittee or its designee. The report shall be on a form provided by or approved by the Airport.

**3.04** In the event Permittee fails to pay such fees as required to be paid under provisions of this permit within ten (10) days after the earliest date due, interest (currently set as one and one-half percent (1½ %) per month shall accrue against the delinquent payment(s) from the date said payments becomes due until the same are paid. Implementation of this provision shall not preclude the Airport from terminating this permit for default in the payment of fees or from enforcing any other provisions contained herein.

**3.05** In the event Permittee delivers a check or draft to the Airport in payment of any obligation arising under this permit which is returned for lack of sufficient funds in Permittee's account or draft to the Airport, Permittee shall incur a service charge of twenty-five dollars (\$25.00) or five percent (5%) of the face amount of such check, whichever is greater.

**ARTICLE IV**  
**INSURANCE AND INDEMNIFICATION**

**4.01** Permittee shall procure, at its own expense, and file with the Airport a personal injury and public liability insurance policy, or a certificate thereof, in the amounts required by the Colorado Public Utilities Commission or in the amounts required by the Interstate Commerce Commission, whichever agency issues the operating authority to Permittee.

Such insurance as required above shall cover all automobiles owned, leased, rented or otherwise used by or on behalf of the Permittee on the Airport, and such insurance shall carry an endorsement naming the City of Durango and La Plata County as additional insured.

**4.02** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Colorado.

**4.03** The Permittee shall furnish certificates of insurance to the Airport, which certificates shall clearly indicate that Permittee has obtained insurance in the type, amount and classifications as required for the strict compliance with this article prior to conducting any operations on the Airport. No material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the Airport. The Airport reserves the right to reasonably amend the insurance requirements by issuance of notice in writing to Permittee, which shall automatically amend this permit, effective thirty (30) days after such notice.

**4.04** Compliance with the foregoing requirements shall not relieve the Permittee of its liability under any other portion of this permit.

**4.05** The Permittee (including its officers, members, directors, employees, agents and subcontractors) shall protect, defend, indemnify and hold the Airport, the County of La Plata, the City of Durango and their respective commissioners, council members, directors, agents and employees (collectively referred to as the "Indemnities") harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury of any nature, or death of any person or damage to any property, including any injury or loss of third parties, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to this Agreement or the acts or omissions of the Permittee's officers, members, directors, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur. Permittee shall give the Airport reasonable notice of any such claims or actions. Notwithstanding the foregoing, nothing contained herein shall be construed as a waiver by the Airport, La Plata County or the City of Durango of their rights and immunities under the Colorado Governmental Immunity Act, as amended from time to time.

Permittee hereby waives subrogation of any insurance against the Indemnities for all third party claims against such parties where this indemnity is applicable.

The provisions of this section shall survive the expiration or early termination of this Agreement and Permittee's obligations hereunder shall remain effective notwithstanding such termination or expiration with respect to any loss, injury or damage enumerated within this section for which

Permittee has an obligation of indemnification, irrespective of whether the notice or claim is initiated prior to or subsequent to expiration of this Agreement or Permittee's termination hereunder. Nothing herein shall be construed as extending or modifying the statute of limitations pertaining to such claim under applicable law.

**4.06** Nothing contained herein shall be deemed to grant any permission to operate a vehicle at the Airport that is otherwise required to obtain permits, licensing or other approval of any local, state or federal entity with jurisdiction or to in any way waive or limit any such requirement

## **ARTICLE V** **RULES AND REGULATIONS**

Permittee shall conform to and obey all applicable state and municipal laws and ordinances, and shall abide by all rules, regulations, and resolutions prescribed by the Airport.

### **5.01 Introduction**

The Durango-La Plata County Airport has established commercial ground transportation vehicle operating procedures for all companies operating at the Durango-La Plata County Airport carrying passengers for hire. These operating procedures are to ensure that ground transportation service is fair and consistent among providers. The Airport's goal is to ensure that the public has access to the safest and most convenient passenger movement, consistent with the requirements of the Colorado Public Utilities Commission (PUC).

Commercial ground transportation vehicle operators are required to abide by the commercial ground transportation vehicle operating procedures. Commercial ground transportation vehicle operators are subject to on-site supervision and direction by any personnel designated by the Director of Aviation (Director). Any person who violates these operating procedures will, at the discretion of the Director or his authorized representative, be denied use of the Airport and its facilities.

The commercial ground transportation vehicle operating procedures contained herein supersede and cancel all other previous commercial ground transportation vehicle operating rules and regulations set forth by the Airport and its facilities.

### **5.02 Definitions**

Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the terms used in these Rules and Regulations shall have the following definitions:

Airport — shall mean the Durango-La Plata County Airport which is owned and operated by the City of Durango and La Plata County, Colorado. The term shall also mean all improvements and appurtenances contained thereon.

Airport Loop Road — shall mean the roadway circling the main public parking lot and passing in front of the terminal building.

Commercial Ground Transportation Business – shall mean a for-hire business in which fares are charged for ground transportation from one location to another. The descriptions of Limousines, Taxis, & Van/Shuttles shall all fall into this category. Courtesy vehicles as described below shall not fall into this description.

Commercial Ground Transportation Business Permit — shall mean an authorization by the Airport to conduct commercial ground transportation activities at the Airport.

Courtesy Vehicle — shall mean commercial vehicles operated to and from the Airport terminal, specifically for the transportation and convenience of their patrons or prospective patrons, for which no compensation is rendered (i.e., hotels, motels, etc.)

Limousine — shall mean any vehicle that carries persons for hire holding a Luxury Limousine Permit from the PUC

Loading Zone — shall mean the area adjacent to the curbs on the west side of the terminal building.

Non-Tenant Car Rental — shall mean any individual or company engaged in the business of renting or leasing passenger vehicles to the general public and does not have a concession agreement in effect with the Airport. The operation of shuttle vehicles shall be governed by these rules and regulations: however, non-tenant car rental organizations must comply with all provisions of the Agreement for Non-Tenant Rental Car Operations.

Solicitation or "to solicit" — shall mean to directly or indirectly, actively or passively, openly or subtly, as (or endeavor to obtain by asking) requests, implore, plead for, importune, seek or try to obtain.

Taxicab or "Taxi" — shall mean any vehicle that carries persons for fare, determined by a meter, and that is appropriately licensed to provide taxi service by the PUC.

Van/Shuttle — shall mean a commercial vehicle specifically for "shared ride" service, for hire, used for single or multiple passenger pickups for one or more destinations, which is permitted by the PUC as a common carrier.

### **5.03 Operating Rules and Regulations**

All commercial ground transportation vehicles serving the Airport shall be of high quality, properly maintained in an excellent state of repair and operated in a clean, safe and businesslike manner. The exterior of all vehicles shall be maintained in a clean, undamaged condition and present a favorable appearance. The exterior of vehicles shall include body, paint, all glass, hubcaps, head/taillights, grills, bumpers and body trim. Vehicles that have been damaged and can be driven safely in accordance with state law and without reduction to the customer's comfort shall be given a three-week grace period to perform needed repairs. After such time, the vehicle will be restricted from operating at the Airport until proper repairs are made.

The interior of approved vehicles, including the trunk, shall be maintained in a condition so as to be free of grease, dirt and trash. Passengers shall be able to use the seats and trunk of the vehicles

without fear of soiling or damaging either their wearing apparel or their luggage. Interior seat fabric must not be ripped.

All vehicles must be free from leakage of engine fluids, excessive discharge of exhaust gasses and excessive exhaust noise. In addition, all heating and air conditioning units must be operational.

All commercial ground transportation vehicles shall comply with PUC regulations regarding signage and company identification on ground transportation vehicles.

All commercial ground transportation vehicles shall hold a valid common carrier, luxury limousine or other applicable permit issued by the PUC for the specific class of commercial ground transportation engaged in.

All drivers operating commercial ground transportation vehicles at the Airport shall be clean and neat in their personal appearance, professional in their demeanor, and shall be courteous to passengers loading or unloading at the Airport.

All personnel of the commercial ground transportation vehicle operator shall be properly licensed and adequately trained.

#### **5.04 Regulations, Taxes, and Licenses**

The Permittee shall comply with all applicable local, state and federal regulations and shall abide by the Rules and Regulations of the Airport as are now in effect, or that may be promulgated from time to time, including but not limited to the utilization of loading zones, commercial vehicle zones and other such traffic control arrangements as designated by the Director of Aviation.

The Permittee shall pay all taxes, fees, licenses and moneys required by the Federal, state or local governments for its operations at the Airport.

The Permittee shall maintain and operate its service in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, and Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation — Effectuation of Title 6 of the Civil Rights Act of 1964, as said regulations may be amended.

#### **5.05 Access and Parking**

Commercial ground transportation vehicles shall conduct their operations only in areas that are marked and designated for commercial ground transportation use (see Exhibit A). These areas will be clearly marked by the Airport and are subject to change at any time. Failure to comply with Airport rules and regulations regarding access and parking will result in the revocation of this business permit.

Approved Ground Transportation loading and unloading zones are currently marked in yellow. Vehicles must not be left unattended in these areas.

If Permittee's vehicle must be left unattended while a driver is awaiting passengers, said vehicle must be parked in the marked Ground Transportation and Commercial Vehicle Staging Area south of the terminal facility, currently marked in black. Under no circumstances may any vehicle be left unattended within 85 feet of the terminal facility.

All commercial ground transportation vehicles desiring to pick up passengers must hold a valid permit issued by the Airport. Only those vehicles holding a valid permit shall be authorized access to the commercial vehicle loading zone.

### **5.06 Miscellaneous Provisions**

The Permittee shall repair promptly, and at no cost to the Airport, any damages to property of the Airport which has been caused by the Permittee or its representatives.

No signs, posters or similar devices shall be erected, displayed, or maintained by the Permittee on Airport premises without prior written approval of the Airport. Signs advertising ground transportation services may be posted on the designated Ground Transportation area of the terminal building if Permittee has entered into a valid contract with Airport's advertising concessionaire.

Solicitation of business in any manner whatsoever upon Airport property is strictly prohibited except by advertising signage as permitted above.

Permittees who are awaiting in-bound passengers who have pre-reserved ground transportation may await their passengers in an area designated by the Director of Aviation and display a hand-held sign with the name of the customer. If Permittee's vehicle is unattended while a driver is awaiting passengers, said vehicle must be parked in the Commercial Vehicle Parking Area south of the terminal facility. Under no circumstances may any vehicle be left unattended within 85 feet of the terminal facility.

All commercial ground transportation companies engaged in transporting passengers for hire from the Airport must obtain a permit issued by the Airport.

The Director of Aviation shall have the right to restrict drivers from operating at the Airport who do not comply with Airport Rules and Regulations or orders from responsible law enforcement officers who have jurisdiction within the boundaries of the Airport.

Any disputes between operators or grievances resulting from the enforcement of these regulations shall be filed, in writing, to the Director of Aviation who shall respond to the operator(s) in writing within 30 days indicating the proposed action to resolve the dispute or grievance. In the event that the dispute or grievance is not resolved to the operator's satisfaction, operator may present his/her grievance to the Airport Commission at a regular monthly meeting. The ruling by the Airport Commission shall be final.

## **ARTICLE VI** **TERMINATION**

**6.01** The Airport shall have the right, after fourteen (14) calendar days written notice sent by registered mail, return receipt requested, to Permittee informing of a default, to terminate this

permit whenever the non-payment of any sum or sums due hereunder continues for a period of ten (10) calendar days after the due date for such payments; provided however, that such termination shall not be effective if Permittee makes the required payment during the fourteen (14) calendar day period following receipt of the written notice.

**6.02** The Airport shall have the right to terminate this permit after thirty (30) days written notice sent by registered mail to Permittee of the occurrence of any one or more of the following, unless same shall have been corrected within such period:

- a. Conducting on Airport premises any business or performing any acts not specifically authorized herein.
- b. Violation of or non-performance of any other covenant of this permit, unless Permittee has demonstrated to the satisfaction of the Airport that it has and continues to make a bona fide effort to remedy such violation or non-performance.

**6.03** Prior to final termination under this article, the Airport will consider any relevant information submitted by Permittee within the time periods specified above.

**ARTICLE VII**  
**PAYMENTS AND NOTICES**

**7.01** Permittee shall pay all fees and other charges and submit all reports required by this permit to the following address:

Durango-La Plata County Airport  
1000 Airport Road  
Durango, Colorado 81303

**7.02** All other notices required by this permit shall be sent by registered mail to the parties as follows:

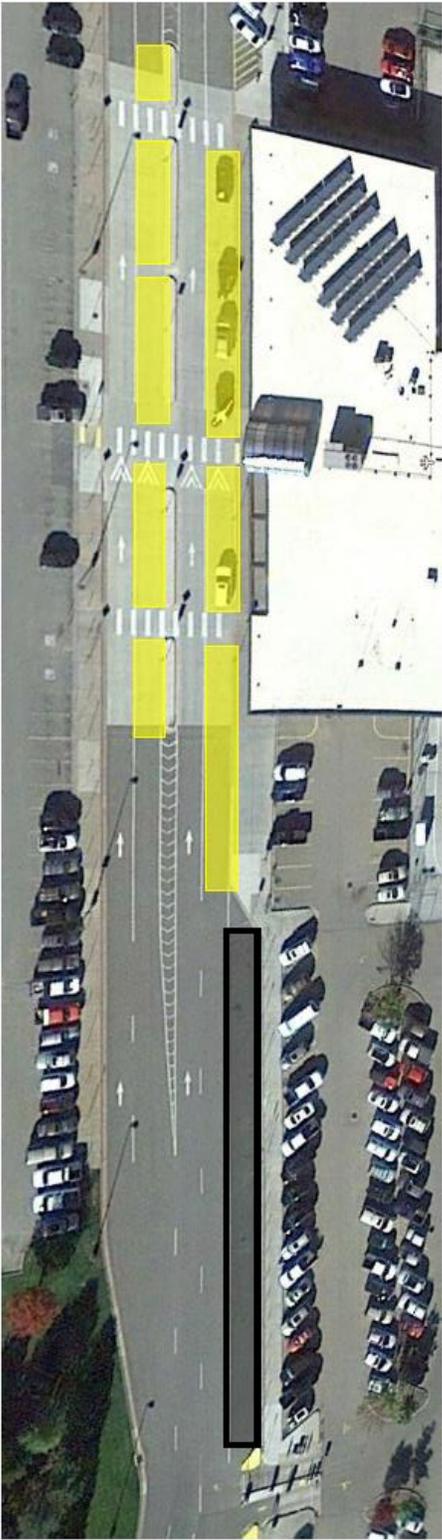
**To the Durango-La Plato County Airport**

Director of Aviation  
Durango-La Plata County Airport  
1000 Airport Road  
Durango, Colorado 81303

**To Permittee:**



**Exhibit A**



 = Passenger Loading and Unloading (Curb painted YELLOW)

 = Commercial Vehicle Parking (Curb painted BLACK)