

GREATER ORLANDO AVIATION AUTHORITY

**GROUND TRANSPORTATION
RULES AND REGULATIONS
FOR
ORLANDO INTERNATIONAL AIRPORT**

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SECTION 1
INTRODUCTION AND GENERAL PROVISION

1.1 **Objective.** The objective of these Rules and Regulations is to promote high quality and reasonably priced ground transportation services consistent with public safety and convenience, to ensure the efficient movement of Passengers to and from the Airport, to foster respectful competition among providers of ground transportation services, and to develop revenues for support of the Airport.

1.2 **Adoption of Rules and Regulations Shall Not Constitute Grant of Rights.** The adoption of these Rules and Regulations is not intended to, and shall not be construed to, grant any property right or expectation to any person whomsoever. The Authority expressly reserves the right to amend these Rules and Regulations at any time and in any respect, as well as the right to amend concession agreements entered into by the Authority and its concessionaires. Additionally, the Authority reserves the right to limit or restrict access to any area of the Airport without the issuance of prior notice, for reasons including, but not limited to, safety and security of the general public, construction or renovation work at the Airport, or acts of God. Any person who determines to invest time or financial resources in ground transportation operations at the Airport does so with full knowledge of the foregoing provisions, and shall have no right or standing to make any claim whatsoever against the Authority by reason of any subsequent amendment to these Rules and Regulations, any amendment to a concession agreement or any limitation or restriction of access to the Airport as aforesaid.

1.3 **Severability.** Any and all provisions, and any and all portions of provisions, of these Rules and Regulations are severable from all other provisions or portions of provisions of these Rules and Regulations. If any one or more provisions or portions of provisions of these Rules and Regulations are declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining provisions or portions of provisions of these Rules and Regulations.

1.4 **Discretion.** Whenever any provision of these Rules and Regulations provides that certain action may be taken only with the consent or approval of the Authority Executive Director or a specific Authority representative, or if a determination or judgment is to be made by the Authority Executive Director or a specific Authority representative, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole and absolute discretion of the Authority Executive Director or a specific Authority representative.

1.5 **Observation of All Laws.** Operators, Permit Holders, Concessionaires, Drivers and Affiliates shall at all times comply with the provisions of these Rules and Regulations, all other rules, regulations and policies of the Authority, Chapter 55 of the City Code, and all other applicable federal, state and local laws, rules, regulations and ordinances. The Authority may conduct or contract with a third party to conduct investigative actions or Commercial Vehicle inspections on Airport property to ascertain compliance with these Rules and Regulations, all other rules, regulations, and policies of the Authority, Chapter 55 of the City Code, and all other applicable federal, state, and local laws, rules, regulations and ordinances.

SECTION 2 DEFINITIONS

- 2.1 **Active Loading.** The term “Active Loading” means engaging in boarding Passengers and/or Luggage into a Commercial Vehicle at the Airport.
- 2.2 **Active Unloading.** The term “Active Unloading” means engaging in disembarking of Passengers and/or Luggage from a Commercial Vehicle at the Airport.
- 2.3 **Affiliate.** The term “Affiliate” means an owner, partner, shareholder, officer, employee, Driver, independent contractor, representative, individual or agent of a Permit Holder, Resort Transportation Service, Cruise Line Operator, Tour Operator, or Destination Management Company, who engages in the business of or performs services for such Permit Holder at the Airport or on Airport property.
- 2.4 **Airport.** The term “Airport” means the approximate 14,675 acres of property designated by the City of Orlando as the Orlando International Airport, including all roadways, terminals, facilities, and parking areas.
- 2.5 **Airport Facility.** The term “Airport Facility” means any Facility of an Permit Holder or Operator located within eight (8) miles of either (a) the intersection of SR 436 and the Beachline Expressway, at the northern entrance to the Airport, or (b) the intersection of the South Airport Access Road and the Central Florida Greenway, at the southern entrance to the Airport.
- 2.6 **Airport Gross Receipts.** The term “Airport Gross Receipts,” when used with respect to Off-Airport Rental Car Operators, shall have the meaning set forth in Section 11.1 and, when used with respect to Parking Operators, shall have the meaning set forth in Section 12.1.
- 2.7 **Authority.** The term “Authority” means the Greater Orlando Aviation Authority, a political subdivision of the State of Florida and an agency of the City of Orlando, Florida.
- 2.8 **Authorized Representative.** The term “Authorized Representative” means an owner, partner, officer, manager or designated company representative for the Permit Holder or Concessionaire as listed on the Permit Application on file with the Authority.
- 2.9 **Automobile.** The term Automobile as pertains to Section 11, Off-Airport Rental Car Operators, shall mean any passenger motor vehicle, including pickup trucks, vans, sport utility vehicles, and station wagons. The term Automobile shall not include trucks (except pickup trucks), motorcycles, or any vehicles of a length that would obstruct vehicle circulation within the terminal complex.
- 2.10 **Baggage Claim.** The term “Baggage Claim” means the baggage claim areas located on the north and south sides on the first and second level of the Terminal, including, but not limited to doorways, exterior curbs, elevator and escalator landings, and tenant office space.
- 2.11 **Baggage Claim Meet and Greet Area.** The term “Baggage Claim Meet and Greet Area” means those areas located on the first and second levels of the Terminal as indicated on the map attached hereto as Exhibits “A-1 and A-2” (as such locations may be changed from time to time by the Deputy Executive Director - Operations).
- 2.12 **Barcode.** The term “Barcode” means the Electronic Control Device issued to each Vehicle of a Permit Holder that records Vehicle activity pertaining to the entry and exit to the Commercial Lane.
- 2.13 **City.** The term “City” means the City of Orlando, Florida.
- 2.14 **Class I Vehicle.** The term “Class I Vehicle” means a Commercial Vehicle that has a length of twenty-one (21) feet or less, or, if equipped with a wheelchair lift, a length of 23 three feet or less, including any trailers or attachments.

2.15 **Class II Vehicle.** The term “Class II Vehicle” means a Commercial Vehicle that does not qualify as a Class I Vehicle, and that has a length of thirty (30) feet or less, including any trailers or attachments.

2.16 **Class III Vehicle.** The term “Class III Vehicle” means any Commercial Vehicle that does not qualify as a Class I or Class II Vehicle.

2.17 **Commercial Lane.** The term “Commercial Lane” means, collectively and singularly, the roadways located on the ground level of the Airport running parallel to the north and south sides of the Terminal.

2.18 **Commercial Vehicle.** The term “Commercial Vehicle” or “Vehicle” means any vehicle engaged in transporting Passengers for a commercial entity, regardless of whether the charge for such service is paid for directly, indirectly, or at all by the Passengers being transported, excluding those operated by a governmental entity.

2.19 **CVPA.** The term “CVPA” (Commercial Vehicle Parking Area) means, collectively and singularly, the parking areas adjacent to the Commercial Lanes, and any other area of Airport property (other than the Holding Areas) designated by the Deputy Executive Director - Operations, where Drivers are authorized to park and leave Commercial Vehicles unattended while engaging in performance of Meet and Greets – on map attached hereto as Exhibit “D.”

2.20 **Concessionaire.** The term “Concessionaire” means a Person or Operator that has entered into a valid, written concession agreement with the Authority by way of a competitive proposal process, pursuant to which, in part, the Operator agrees to pay the Authority a portion of its revenues to include revenue derived from transporting guests of a Resort Transportation Service from the Airport in exchange for certain privileges at the Airport and in the Terminal.

2.21 **Courtesy Vehicle.** The term “Courtesy Vehicle” means any Commercial Vehicle engaged in transporting Passengers between the Airport and any Facility of a Permit Holder without any direct charge to the Passengers.

2.22 **Cruise Line Operator.** The term “Cruise Line Operator” means a Person that has entered into a lease or Space Use Agreement with the Authority to provide a Meet and Greet service to cruise ship Passengers. The Meet and Greet service must be performed in accordance with these Rules and Regulations. For the purpose of these Rules and Regulations, a Cruise Line Operator is a Permit Holder.

2.23 **Deputy Executive Director - Operations.** The term “Deputy Executive Director - Operations” means the Deputy Executive Director - Operations of the Authority, or his or her designee.

2.24 **Destination Management Company.** The term “Destination Management Company” (“DMC”) means a Person whose main business is the design and implementation of events, activities, tours, transportation and program logistics for groups and conventions. Destination Management Companies must hold a valid Florida Seller of Travel License, or meet the required exemption qualifications, and be designated by the Authority’s Manager of Tour Operators as a Destination Management Company authorized to conduct Passenger Meet and Greet services at the Airport, in accordance with the Meet and Greet guidelines in Section 6.

2.25 **Driver.** The term “Driver” means an individual who operates a Commercial Vehicle. A Driver and a Permit Holder may be the same Person.

2.26 **Dwell Time Fees.** The term “Dwell Time Fees” means fees, inclusive of any applicable Florida sales tax, charged for the use of Level 1 that are assessed as provided in Section 8 of these Rules and Regulations on the basis of the amount of time a Commercial Vehicle spends on Commercial Lane.

2.27 **Economy Satellite Lots.** The Term “Economy Satellite Lots” means the revenue generating public parking lots located on Airport Property but remote from the Terminal that are operated by the Authority either directly or through a contractor (individually referred to as the Blue Lot, the Red Lot, the Green Lot and the Gold Lot).

- 2.28 **Electronic Control Devices.** The term “Electronic Control Devices” means various technological items used to record Commercial Vehicle movements, including but not limited to transponders and Barcodes.
- 2.29 **Executive Director.** The term “Executive Director” means the Executive Director of the Authority, or his or her designee.
- 2.30 **Facility.** The term “Facility” means any location that a Permit Holder or Operator owns, leases, subleases or otherwise has the right to occupy real property or has or keeps personal property or from which that Permit Holder or Operator does business or has operations, on either a permanent or temporary basis.
- 2.31 **Floating Decal.** A Permit Decal that is assigned to a Permit Holder but not any particular Vehicle.
- 2.32 **Gross Receipts.** The term “Gross Receipts,” when used with respect to Off-Airport Rental Car Operators, shall have the meaning set forth in Section 11.2 and, when used with respect to Parking Operators, shall have the meaning set forth in Section 12.2.
- 2.33 **Ground Transportation Agent.** The term “Ground Transportation Agent” means a Person empowered by the Authority to supervise and control ground transportation operations (“GT Operations”), to enforce or aid in the enforcement of these Rules and Regulations, or to assist the traveling public in utilizing ground transportation services. The term “Ground Transportation Agent” shall include law enforcement officers and private investigators hired or utilized by the Authority.
- 2.34 **Group.** The term “Group” means at least thirty (30) Passengers or more, who are bound together by a common event, such as a business conference, training seminar, cruise, trade organization, special event, school trip, or church group and who have pre-arranged ground transportation from the Airport prior to their arrival.
- 2.35 **GT Concourse.** The term “GT Concourse” means, collectively and singularly, the roadways located on Level 1 of the Airport running east-west under the Landside Terminal Building, including, but not limited to, doorways, exterior curbs, elevator and escalator landings, and tenant office space.
- 2.36 **GT Operations.** The term “GT Operations” means the provision of being at the Airport for the purpose of performing commercial ground transportation activity at the Airport, including but not limited to the transportation of individuals or property to, from or around the Airport in a Commercial Vehicle (other than the conduct of such operations by a Person that is not a Concessionaire but that conducts such operations pursuant to a contract with the Authority), or engaging in actions such as a Vehicle-for-Hire, Starter, Courtesy Vehicle Operator, Destination Management Company, Resort Transportation Service, Cruise Line Operator, Tour Operator, Off-Airport Rental Car Operator, Parking Operator, or performing Passenger Meet and Greets.
- 2.37 **GTC.** The term “GTC” means the Ground Transportation Committee of the Authority or a sub-committee thereof comprised of not less than three (3) members of the Ground Transportation Committee appointed by the Chairman of the Committee from time to time; provided, however, that a sub-committee is authorized only to consider and make determinations regarding alleged violations of these Rules and Regulations.
- 2.38 **Holding Areas.** The term “Holding Areas” means the parking areas accessible to Commercial Vehicles located south of the Terminal at the Satellite Red Lot as indicated on the map attached hereto as Exhibit “B,” or any other area designated by the Deputy Executive Director - Operations.
- 2.39 **Level 1.** The term “Level 1” means the roadways identified as the Commercial Lanes, CVPAs and GT Concourses.
- 2.40 **Level 2.** The term “Level 2” means the center level roadways running parallel to the north and south sides of the Terminal immediately outside Baggage Claim.
- 2.41 **Level 3.** The term “Level 3” means the upper level roadways running parallel to the north and south sides of the Terminal immediately outside the ticket counters on the third floor of the Terminal.

- 2.42 **Loading Zone.** The term “Loading Zone” means a parking space or a group of parking spaces located in a Commercial Lane or at the GT Concourse, designated as an area for parking, loading or unloading Commercial Vehicles by certain Permit Holders, a class of Permit Holders engaging in certain types of GT Operations, Authority vehicles or certain other vehicles.
- 2.43 **Luggage.** The term “Luggage” means a Passenger’s items, including but not limited to, carry-on luggage, suitcases, duffel bags, boxes, sporting equipment, pets, or any other item belonging to or in the possession of a Passenger.
- 2.44 **Meet and Greet.** The term “Meet and Greet” means the act of meeting a Passenger whose transportation has been pre-arranged prior to the Passenger’s, Driver’s, or Affiliate’s entry onto Airport property.
- 2.45 **Non-Concessionaire Operator.** The term “Non-Concessionaire Operator” means an Operator that is a Permit Holder, but is not a Concessionaire.
- 2.46 **NOV.** The term “NOV” means a Notice of Violation prepared by a Ground Transportation Agent or the Deputy Executive Director - Operations at or around the time of any incident that the Ground Transportation Agent believes constitutes a violation of these Rules and Regulations. The form shall set forth, at a minimum, the name of the Person involved (if known,) the name of the Permit Holder(s) or company involved (if known) and the nature of the alleged violation.
- 2.47 **Off-Airport Rental Car Operator.** The term “Off-Airport Rental Car Operator” means an Operator engaged in the business of renting or leasing Automobiles within the Airport Facility that is required to be a Permit Holder but is not a Concessionaire.
- 2.48 **Operator.** The term “Operator” means any Person that engages in GT Operations.
- 2.49 **Out-of-Town Shuttle Operator.** The term “Out-of-Town Shuttle Operator” means an Operator that is an Out-of-Town Shuttle Permit Holder that provides ground transportation services to Passengers traveling to outlying Service Zones (as displayed on the map attached hereto as Exhibits “E” and “F”) and in accordance with the provisions of these Rules and Regulations and their Permit Application.
- 2.50 **Out-of-Town Shuttle Service Center.** The term “Out-of-Town Shuttle Service Center” means a commercial Facility which serves as a primary point of service in a Service Zone for Passengers being transported to the Airport by an Out-of-Town Shuttle Operator, pursuant to Section 7.7.
- 2.51 **Parking Facility.** The term “Parking Facility” means a parking lot not operated by the Authority that is located within the Airport Facility and is operated by a Parking Operator who operates a commercial parking business.
- 2.52 **Parking Garages.** The term “Parking Garages” means the public parking garages located immediately adjacent to and atop the Terminal (individually referred to as the A-Side Parking Garage, the B-Side Parking Garage and the Terminal Top Parking Garage.)
- 2.53 **Parking Operator.** The term “Parking Operator” means a Person other than the Authority that is engaged in the business of operating one or more Parking Facilities located within the Airport Facility and is required to be a Parking Permit Holder.
- 2.54 **Passenger.** The term “Passenger” means the individual, customer, client, guest, or family member being transported to or from the Airport, or any individual at the Airport that inquires, seeks, or receives transportation at the Airport.
- 2.55 **Permit.** The term “Permit” means a permit to conduct GT Operations at the Airport in accordance with these Rules and Regulations.

- 2.56 **Permit Application.** The term “Permit Application” means an Authority form completed by an Operator or Permit Holder pursuant to the process of obtaining a Permit to operate at the Airport.
- 2.57 **Permit Decal.** The term “Permit Decal” means a sticker issued by the Authority to a Permit Holder indicating that a Commercial Vehicle is part of a Permit Holder’s fleet authorized to operate at the Airport.
- 2.58 **Permit Holder.** The term “Permit Holder” means an Operator to whom the Authority has issued a Permit, including, but not limited to, the company owner, officer, director, shareholder, partner, or Driver.
- 2.59 **Person.** The term “Person” means any individual or any corporation, partnership, joint venture, or other legal or business entity.
- 2.60 **Privilege Fee.** The term “Privilege Fee” means a fee, inclusive of any applicable Florida sales tax, charged for the privilege of accessing the Airport that is assessed as provided in Section 8 of these Rules and Regulations or as provided in a Concessionaire’s written agreement with the Authority.
- 2.61 **Rental Car Operator.** The term “Rental Car Operator” means a Person that is engaged in the business of operating a rental car facility at the Airport in accordance with a concession agreement with the Authority, and for the purpose of these Rules and Regulations, is a Permit Holder.
- 2.62 **Resort Transportation Service.** The term “Resort Transportation Service” (“RTS”) means a Person that has entered into a lease or Space Use Agreement with the Authority to provide a premium service to hotel or cruise ship guests. The premium service may include, but is not limited to, elimination of luggage pick-up or check-in by a hotel or cruise ship guest at the Airport, and/or the direct transportation of a guest and a guest’s luggage to or from the hotel or cruise ship operated by such Person. The premium service must be performed in accordance with these Rules and Regulations and may only be provided to pre-arranged Passengers. If a Resort Transportation Service uses an Airport Ground Transportation Concessionaire to transport its guests from the Airport, all compensation payable by the Resort Transportation Service to the Airport Ground Transportation Concessionaire shall be included in the Airport Ground Transportation Concessionaire’s Airport Gross Receipts. For the purpose of these Rules and Regulations, a Resort Transportation Service is a Permit Holder.
- 2.63 **Rules and Regulations.** The term “Rules and Regulations” means these Ground Transportation Rules and Regulations for Orlando International Airport, adopted June 18, 1986, by the Authority, as amended.
- 2.64 **Schedule on File.** The term “Schedule on File” means the schedule provided by an Out-of-Town Shuttle Permit Holder indicating the number and frequency of daily Trips to and from the Airport, to include arrival and departure times.
- 2.65 **Security Deposit.** The term “Security Deposit” means the form of security required of the Permit
- 2.66 **Service Counter.** The term “Service Counter” means the Authority authorized areas, including self-service kiosks, identified on the contractual agreement or Space Use Agreement with the Authority where a Transportation Concessionaire, Rental Car Concessionaire, Cruise Line Operator, Resort Transportation Service, or Tour Operator conducts GT Operations or provides their services to Passengers.
- 2.67 **Service Receipt.** The term “Service Receipt” means a written, accurate, and verifiable record of transportation services by a Permit Holder provided to a Passenger.
- 2.68 **Service Zone.** The term “Service Zone” means the transportation service areas in which an Out-of-Town Shuttle Permit Holder is authorized to operate, specified by the Authority, as provided in Exhibits “E” and “F”.
- 2.69 **Skycap.** The term “Skycap” means an individual employed or contracted by an airline to provide luggage, wheelchair, or other assistance to arriving or departing Passengers. For the purposes of these Rules and Regulations, the company employing Skycaps at the Airport is a Permit Holder.

2.70 **Solicitation.** The term “Solicitation” means actions by a Driver, Affiliate, or any other Person on Airport property which constitutes advertising, offering, arranging, agreeing to, or transporting of Passengers, in violation of Section 5.

2.71 **Space Use Agreement.** The term “Space Use Agreement” means the written contract between the Authority and a Person which provides designated use of space at the Airport for a contractual time period.

2.72 **Starter Agreement.** The term “Starter Agreement” means a written agreement among Taxicab Operators setting forth matters as provided in Section 7.

2.73 **Starter Costs.** The term “Starter Costs” means the actual monthly costs incurred by the Person(s) employing Taxicab Starters, or, if less, any monthly amounts set forth in a Starter Agreement as the maximum monthly reimbursable Taxicab Starter Costs.

2.74 **Starter Fees.** The term “Starter Fees” means, with respect to each Taxicab Operator, a monthly charge equal to the Starter Costs for such month multiplied by a fraction, the numerator of which is the number of outbound trips made by such Taxicab Operator during such month and the denominator of which is the number of outbound trips made by all Taxicab Operators during such month.

2.75 **Starter.** The term “Starter” means an Affiliate of a Transportation Concessionaire, Taxicab Operator, or Courtesy Vehicle Operator who facilitates GT Operations by meeting or arranging transportation for arriving Passengers in accordance with these Rules and Regulations. For the purpose of Taxicab Operators, a Taxicab Starter means the individual employed by one or more of the Taxicab Operators who facilitates Taxicab transportation for arriving Passengers and ensures the accurate and orderly, non-preferential loading and departure of Taxicabs from the Taxicab Loading Zones.

2.76 **Statement of Receipts.** The term “Statement of Receipts” means a statement prepared by a Permit Holder setting forth that Permit Holder’s Gross Receipts and Airport Gross Receipts for a calendar month. The Statement of Receipts shall be in the form required by the Deputy Executive Director - Operations and shall set forth information demonstrating to the satisfaction of the Deputy Executive Director - Operations that the Permit Holder’s Airport Gross Receipts during a particular month represents all of its Gross Receipts.

2.77 **Suspension.** The term “Suspension” means the prohibition of entering Airport property for the purpose of conducting GT Operations, including but not limited to activity such as operating a Vehicle in a commercial ground transportation capacity, performing Meet and Greets, Starter activity, destination management services, and tour operations. For the purpose of this section, Suspension of a Permit Holder shall mean the prohibition of the Permit Holder and its Vehicles from being at the Airport in a commercial ground transportation capacity; and a Suspension of a Skycap shall mean the prohibition of working at the Airport as a Skycap.

2.78 **Taxicab.** The term “Taxicab” shall have the meaning set forth in Chapter 55 of the City Code.

2.79 **Taxicab Loading Zones.** The term “Taxicab Loading Zones” means, collectively and singularly, the areas located in the Commercial Lanes designated by the Authority for loading Taxicabs, or other areas deemed by the Deputy Executive Director - Operations.

2.80 **Taxicab Operator.** The term “Taxicab Operator” means an Operator that operates Taxicabs and is a Permit Holder.

2.81 **Taxicab Staging Area.** The term “Taxicab Staging Area” means the parking area adjacent to the entry end of each Commercial lane intended for the parking of Taxicabs prior to being called to the Commercial Lane loading zones. One lane in each Taxicab Staging Area will be the designated CVPA for use by Vehicles-for-Hire when conducting a Meet and Greet of a prearranged Passenger.

2.82 **Temporary Permit Decal.** The term “Temporary Permit Decal” means a permit other than a Permit Decal issued by the Authority to a Permit Holder indicating that a Commercial Vehicle is part of a Permit Holder’s fleet authorized to operate at the Airport.

2.83 **Terminal.** The term “Terminal” means, collectively, the Landside Terminal Building and the Airside Terminal Buildings at the Airport.

2.84 **Transportation Concessionaire.** The term “Transportation Concessionaire” means a Concessionaire that provides ground transportation service for Passengers in accordance with the written agreement with the Authority and these Rules and Regulations and is a Permit Holder.

2.85 **Trip.** The term “Trip” means a Commercial Vehicle entering the Airport for the purpose of conducting GT Operations or transporting a Passenger(s) in a Commercial Vehicle to and/or from the Airport.

2.86 **Trips in Excess of Schedule.** The term “Trips in Excess of Schedule” means any Trip operated by an Out-of-Town Shuttle Operator not in accordance with the Schedule on File. Only the transportation of a pre-arranged Passenger(s) may be operated as a Trip in Excess of Schedule.

2.87 **Tour Operator.** The term “Tour Operator” means a Person whose main business is to provide vacation elements, including transportation arrangements combined with land and/or sea accommodations to individuals or Groups. Tour Operators must hold a valid Florida Seller of Travel License, or meet the required exemption qualifications, and be designated by the Authority’s Manager of Tour Operators as a Tour Operator authorized to conduct Passenger Meet and Greet services in Baggage Claim in accordance with the Meet and Greet guidelines in Section 6. For the purposes of this document, a receptive tour operator and a Tour Operator are the same.

2.88 **Unattended Vehicle.** The term “Unattended Vehicle” means a Vehicle that is parked without the Driver being within three (3) feet of the Vehicle.

2.89 **Vehicle-for-Hire.** The term “Vehicle-for-Hire” shall have the meaning set forth in Chapter 55 of the City Code.

**SECTION 3
COMMERCIAL VEHICLES: PERMIT REQUIRED**

- 3.1 **Permit Required.** Each Operator that desires to pick up Passengers at the Airport, or conduct rental car operations or parking operations at the Airport Facility, shall secure a Permit.
- 3.2 **Types of Permits.** Operators may apply for one or more of the following classes of Permits:
- 3.2.1 **Out-of-Town Shuttle (S) Permit.** A Permit issued to an Out-of-Town Shuttle Operator.
- 3.2.2 **Taxicab (T) Permit.** A Permit issued to Taxicab Operators.
- 3.2.2.1 **Taxicab (T-C) Permit.** A Permit issued to Taxicab Operators for the City Taxicab fleet.
- 3.2.3 **Non-Concessionaire (N) Permit.** A Permit issued to Operators to operate Commercial Vehicles other than Vehicles-for-Hire.
- 3.2.4 **Off-Airport Rental Car Operator (R) Permit.** A Permit issued to Off-Airport Rental Car Operators.
- 3.2.5 **Vehicle-for-Hire (V) Permit.** A Permit issued to Operators to operate Vehicles-for-Hire, including Taxicabs for which the Operator is unable to obtain Taxicab Permit Decals.
- 3.2.6 **Concessionaire (C) Permit.** A Permit issued to Transportation Concessionaires.
- 3.2.7 **Parking Operator (P) Permit.** A Permit issued to Parking Operators.
- 3.3 **Term of Permits.** The term of the first Permit issued to an Operator shall be for a period from the date the Operator becomes a Permit Holder until midnight on the 30th day of September next following the date the Operator becomes a Permit Holder. The term of the second and each succeeding Permit shall be for a period from 12:00 a.m. on the first day of October following the end of the term of such Operator's next-preceding Permit, regardless of when said second or succeeding Permit is actually issued, until midnight of the 30th day of September next following. From time to time the Authority, at its sole option, may extend the term of a Permit to facilitate Airport requirements.
- 3.4 **Permit Application.** Each Operator desiring to obtain or renew a Permit shall submit to the Authority's Airport Operations – Ground Transportation Services Office a Permit Application, which form shall be established by the Deputy Executive Director - Operations and may be amended from time to time by the Deputy Executive Director - Operations. If an Operator fails to disclose complete and accurate information on the Permit Application, the Deputy Executive Director - Operations may revoke or suspend the Permit of the Operator or Permit Holder. In addition to any other requirement established by the Deputy Executive Director - Operations on such form, each Permit Application shall include at a minimum the following requirements:
- 3.4.1 **Fee.** For new or renewal Permit, or for any ownership change of an existing Permit, a non-refundable Permit Application fee in the amount of \$50.00. An additional non-refundable late fee in the amount of \$50.00 will be applied to a Permit Holder that fails to complete a Permit Application by the due date. For the purpose of this Section 3.4.1, Transportation Concessionaires will be excluded from this provision.
- 3.4.2 **Insurance.** One current insurance policy for coverage within the State of Florida that satisfies all requirements as specified in Section 4.7.
- 3.4.3 **Good Standing Certificate.** If the Operator is a corporation or a limited partnership, the Authority will verify a certificate evidencing that the Operator is either a Florida corporation or limited partnership in

good standing in the State of Florida or is a foreign corporation or limited partnership authorized to transact business in the State of Florida.

3.4.4 **Fictitious Name.** If the Operator (including a sole proprietorship) operates under a fictitious name, the Authority will verify the Operator's fictitious name registration with the State of Florida.

3.4.5 **Articles of Incorporation.** If the Operator conducts business under a corporation, the information registered with the State of Florida evidencing the Articles of Incorporation.

3.4.6 **Lease Agreements.** If the Operator leases any of the Vehicles in its fleet from another Person, a copy of the valid lease agreement for each such Vehicle the Operator desires to operate under its Permit evidencing to the satisfaction of the Deputy Executive Director - Operations that the lease agreement is contractual and binding.

3.4.7 **Registrations.** A copy of the State of Florida registration for each Vehicle that the Operator desires to operate under its Permit.

3.4.8 **City Permits.** If the Operator desires a Vehicle-for-Hire Permit or a Taxicab Permit, evidence of a current City Vehicle Permit for each Vehicle that the Operator desires to operate under its Vehicle-for-Hire or Taxicab Permit.

3.4.9 **Address Designation and Telephone Contact.** The mailing address designations the Permit Holder is required to provide pursuant to Section 10.1.3. In addition, each Permit Holder is required to have a verifiable physical address for the Permit Holder business address; a P.O. Box will be allowable as a mailing address but not allowable as a business address, and a listed and working telephone number for Authority contact. Failure to maintain a valid and verifiable business address or telephone will be cause for the Authority to immediately revoke the Permit and cancel the Permit Holder's business account.

3.4.10 **Information Changes.** The Permit Holder shall be responsible for providing immediate written notice to the Authority for any and all changes pertaining to Section 3.4. The written notice shall be delivered by certified mail or hand delivered to the Airport Operations – Ground Transportation Services Office with a receipt tendered. For the purpose of this section, such immediate written notice also applies to Section 10.1.3.

3.4.11 **Additional Requirements for Out-of-Town Shuttle Permit Holders.** GT Operators requesting an Out-of-Town Shuttle Permit shall be required to submit company information pursuant to Section 7 for consideration by the Deputy Executive Director - Operations, who will authorize each new Out-of-Town Shuttle Permit based on the determination of Passenger market demand and the current supply of Out-of-Town Shuttle Operators. Out-of-Town Shuttle Permit Holders ("S" Permit) with an active and valid Permit as of this amendment, effective March 19, 2008, will be exempt from compliance with Sections 7.7.1, 7.7.2, and 7.7.3, so long as the current Out-of-Town Shuttle Permit Holder (i) maintains a status of good standing with the Authority (ii) continues to renew the Permit without interruption each subsequent Permit term (iii) has no change to the ownership status of the company (no sale or transfer of any portion of the company, no additional shareholders or owners, no mergers or acquisitions of the company). If the Deputy Executive Director - Operations deems an Out-of-Town Shuttle Permit Holder who is exempt from the additional requirements in Sections 7.7.1, 7.7.2, and 7.7.3 is not in compliance with this Section 3.4.11 or Section 7.7, the Out-of-Town Shuttle Permit will be revoked and the Permit Holder will be required to immediately comply with this Section 3.4.11 and Section 7.7 in its entirety prior to consideration by the Deputy Executive Director - Operations to reinstate the Out-of-Town Shuttle Permit.

3.4.11.1 **Occupational License.** An Operator requesting to become an Out-of-Town Shuttle Permit Holder shall be required to provide a copy of a current and valid occupational license issued by a governmental entity located in the Service Zone of the Operator. Pursuant to Section 7.7.2, the address on the occupational license must be the same as the Out-of-Town Shuttle Service Center address listed on the Out-of-Town Shuttle Permit Application on file with the Authority. The Out of Town Shuttle Permit Holder must provide a renewal or replacement occupational license not less than

thirty (30) days prior to the expiration of the previous occupational license, and pursuant to Section 7.7.2, the address on the renewal occupational license must be the same as the Out-of-Town Shuttle Service Center address listed on the Out-of-Town Shuttle Permit Application on file with the Authority. Failure to keep such occupational license current and valid shall be cause for the Deputy Executive Director - Operations to revoke the Out-of-Town Shuttle Permit.

3.4.11.2 Fares and Operating Schedule on File. An Operator requesting to become an Out-of-Town Shuttle Permit Holder shall, at the time of initial Permit Application and renewal of each Permit, provide a schedule of fares intended to be charged to its Passengers, and a schedule of Trips it intends to operate to and from the Airport. The schedule of fares submitted with the Permit Application must be consistent with that on file with the City of Orlando Vehicle-for-Hire Department. It shall be the responsibility of the Permit Holder to assess fares in compliance with its schedule of fares, operate its Vehicles in accordance with its Schedule on File with the Authority, and to keep both the schedule of fares and operating schedule accurate and current by providing the Deputy Executive Director - Operations with written notification of changes at least seven (7) days in advance. Failure to keep such schedule of fares and Schedule on File accurate and current shall be cause for the Deputy Executive Director - Operations to revoke the Out-of-Town Shuttle Permit.

3.5 Issuance of Permit. Except for Out-of-Town Shuttle Permits, Vehicle-for-Hire Permits and Taxicab Permits, the Authority shall issue a Permit of the class requested by an Operator to each Operator that submits an executed Permit Application that the Authority determines is complete and satisfactory. The Authority shall issue Vehicle-for-Hire Permits and Taxicab Permits only to Operators that submit executed applications that the Authority determines are complete and satisfactory that are also holders of City Permits for the operation of Vehicles-for-Hire or Taxicabs, respectively. At the discretion of the Deputy Executive Director - Operations, there may be a moratorium placed on the issuance of new Permits.

3.6 Time for Becoming Permit Holder. An Operator shall be deemed to be a Permit Holder pursuant to satisfying the requirements of this Section 3 and upon issuance by the Authority of Permit Decals or of any Temporary Permit to the Operator. Each new Permit Holder will be required to complete to the satisfaction of the Authority an orientation provided by Airport Operations – Ground Transportation Services prior to issuance of a Permit.

3.7 Refusal to Issue or Renew Permit. The Authority will neither issue a Permit to, nor renew a Permit of, any Operator or Permit Holder either owing money to the Authority or under a period of suspension until full payment of such money and expiration of all applicable suspension periods. In addition, the Authority will not issue a Permit to any owner, officer, director, shareholder, partner or Authorized Representative for Authority purposes that is (i) a Permit Holder or, (ii) within the three (3) year period immediately prior to the Operator's application for a Permit or Permit Holder's application for a renewal Permit, was an officer, director, shareholder, partner or Authorized Representative of a Permit Holder either owing money to the Authority or under a period of suspension, until full payment of such money and expiration of all applicable suspension periods.

3.8 Permit Decals and Barcodes. Except for Out-of-Town Shuttle Operators, Taxicab Operators and Permit Holders authorized to hold Floating Permits, the Authority shall issue a number of Permit Decals at no cost to a Permit Holder equal to the number of Vehicles the Permit Holder has requested and is authorized to operate at the Airport. For Permit Holders other than Transportation Concessionaires, there will be a non-refundable administrative fee of \$10.00 for each Barcode issued (excludes replacement due to normal wear). Permit Decals mailed to the Permit Holder in accordance with the mailing requirements as specified in Section 10.1.3 shall be deemed conclusive evidence of compliance with requirements of this Section 3.8.

3.8.1 Taxicab Permit Decal. The Authority shall issue a number of Taxicab Permit Decals equal to not more than 75% of the number of Taxicabs the Operator is authorized to operate by the City. The Deputy Executive Director - Operations may authorize issuance of Authority Vehicle-for-Hire Permit Decals to the Taxicab Operators for the Taxicabs for which Taxicab Permit Decals were not issued according to the 75% quota.

3.8.1.1 **Emergency Taxicab Operations.** As needed in the case of an emergency, the Deputy Executive Director - Operations may authorize additional Taxicabs without Permit Decals to operate at the Airport. For purposes of Section 3.8, an emergency is defined as any occasion when the Deputy Executive Director - Operations determines that the number of available Taxicabs is inadequate to serve Passenger demand.

3.8.2 **Floating Permit Decal.** A Permit Holder shall be authorized to hold a Floating Permit Decal (i.e. a Permit Decal that is assigned to a Permit Holder but not any particular Vehicle) if the Permit Holder demonstrates to the satisfaction of the Deputy Executive Director - Operations that the Permit Holder has a business necessity for a Floating Permit Decal. Floating Permit Decals must be displayed in a manner prescribed by the Authority, which is to be visible and displayed on the Vehicle dashboard at the lower left windshield.

3.8.3 **Temporary Permit Decal.** An Operator or Permit Holder may be authorized by the Deputy Executive Director - Operations to hold a Temporary Permit Decal for a Vehicle if the Operator or Permit Holder demonstrates to the satisfaction of the Deputy Executive Director - Operations that there is a business necessity for a Temporary Permit Decal. Temporary Permit Decals must be displayed in a manner prescribed by the Authority, which is to be visible and displayed on the Vehicle dashboard at the lower left windshield.

3.8.4 **Permit Decal and Barcode Displayed.** Except for Floating Permit Decals and Temporary Permit Decals, each Permit Decal and Barcode shall be permanently affixed to the Vehicle for which it was issued and in the manner prescribed by the Authority. An Operator or Permit Holder is prohibited from operating any vehicle in a commercial manner unless said vehicle has a valid Permit Decal and Barcode issued by the Authority.

3.9 **Addition or Reduction of Vehicles.** Except for Out-of-Town Shuttle and Taxicab Operators as set forth in Section 3.8, a Permit Holder may add or reduce the number of Vehicles in its fleet if it submits to the Deputy Executive Director - Operations for each Vehicle it is adding or reducing, written evidence as provided in Section 3.4.10 that the Vehicle has been added to or removed from the Permit Holder's insurance policy, with a copy of any lease agreement for the added Vehicle, a copy of the Vehicle registration and, if the Vehicle is a Vehicle-for-Hire or Taxicab, evidence of a current City Vehicle Permit. In addition, if the Permit Holder is required to provide a Security Deposit pursuant to Section 4.1, the Permit Holder shall provide, for each Vehicle added, the required Security Deposit during the first Permit term in which the Vehicle is part of the Permit Holder's fleet in the amount prescribed in Section 4.1 as if the Permit Holder had never held a Permit.

3.9.1 **Reduction of Vehicle Requirement.** Unless a Permit Holder received authorization from the Airport Operations – Ground Transportation Services Office and pursuant to an approved Vehicle transfer, the Permit Holder is required to return to the Authority the Permit Decal and Electronic Control Device for each Vehicle reduced from its fleet. If the Permit Holder fails to return the Permit Decal and Electronic Control Device of a Vehicle as directed by the Authority, the Permit Holder shall pay a non-refundable fine of \$50.00 for the Permit Decal for the Vehicle and a non-refundable fine of \$50.00 for the Electronic Control Device for the Vehicle as provided in Section 3.12.1.

3.10 **Renewal of Permit.** Provided that a Permit Holder is not disqualified from renewal by Section 3.7, the Deputy Executive Director - Operations shall renew a Permit upon receipt and satisfactory review of a new Permit Application completed pursuant to Section 3.4. The Authority will mail a renewal notice to each Permit Holder. Each Permit Holder that desires to renew its Permit shall obtain a Permit Application from the Airport Operations – Ground Transportation Services Office and shall return the completed Permit Application on or before the date specified in the renewal notice which date shall be not less than thirty (30) days after the date of the renewal notice. Any Permit Holder that fails to properly complete and return the renewal Permit Application on or before the date specified shall pay a non-refundable late fee of \$50.00 before the Permit Holder is issued a renewal Permit.

3.11 **Permit Non-Transferable.** No Permit and no Permit Decal may be transferred, assigned, or loaned, and no Permit or Permit Decal may be used by any Person other than the Permit Holder to whom such Permit or Permit Decal was issued.

3.12 **Permit Decals and Electronic Control Devices Remain Property of the Authority.** All Permit Decals and Electronic Control Devices issued by the Authority to a Permit Holder shall at all times remain the property of the Authority. All Permit Decals and all Electronic Control Devices issued to a Permit Holder shall be returned to the Authority on demand.

3.12.1 **Failure to Return Permit Decal and Electronic Control Device.** If a Permit Holder reduces a Vehicle in its fleet, or forfeits its Permit with the Authority, all Permit Decals and Electronic Control Devices shall be returned to the Authority. If a Permit Holder loses or fails to return the Permit Decal and Electronic Control Device of a Vehicle as directed by the Authority, the Permit Holder shall pay a non-refundable fine of \$50.00 for each Permit Decal for each Vehicle for which the Permit Decal was not returned, and a non-refundable fine of \$50.00 for each Electronic Control Device for each Vehicle for which the Electronic Control Device was not returned.

SECTION 4
SECURITY DEPOSIT AND INSURANCE

4.1 **Security Deposit.** To secure its obligations under these Rules and Regulations, each Permit Holder shall, prior to issuance by the Authority of any Permit Decal for any Permit term, provide the Authority with a Security Deposit in the form of cash, a bond or a letter of credit (collectively referred to as “Security Deposit”).

4.1.1 **Concessionaires.** Each Concessionaire shall provide the Security Deposit required by the Concessionaire’s agreement with the Authority.

4.1.2 **Taxicab Operators.** Each Taxicab Operator shall provide the Authority a Security Deposit in an amount equal to four (4) times the average monthly total of Privilege Fees and Starter Fees that the Permit Holder owed the Authority as calculated using previous operating reports. If the Taxicab Operator has never held a Taxicab Permit or is not otherwise renewing a Taxicab Permit, the Security Deposit shall be in an amount reasonably estimated by the Deputy Executive Director - Operations to be equal to four (4) times the average monthly Taxicab Privilege Fees and Starter Fees such Taxicab Permit Holder will owe the Authority.

4.1.3 **Off-Airport Rental Car Operators and Parking Operators.** Each Off-Airport Rental Car Operator and each parking Operator shall provide the Authority a Security Deposit in an amount equal to four (4) times the average monthly Dwell Time Fees and Privilege Fees the Permit Holder owed the Authority as calculated using previous operating reports. If the Off-Airport Rental Car Operator or Parking Operator has never held an Off-Airport Rental Car Permit or a Parking Operator Permit or is not otherwise renewing such a Permit, the Security Deposit shall be in an amount reasonably estimated by the Deputy Executive Director - Operations to be equal to four (4) times the average monthly Dwell Time Fees and Privilege Fees the Permit Holder will owe to the Authority.

4.1.4 **Non-Concessionaire Operators.** Non-Concessionaire Operators shall provide the Authority a Security Deposit in an amount equal to two (2) times the average monthly total of Dwell Time Fees and Privilege Fees the Non-Concessionaire Operator owed the Authority according to the audit as calculated using previous operating reports. The Authority reserves the right to require additional Security Deposit from a Permit Holder when an audit, based upon previous operating reports and financial penalties for Notices of Violation, indicates a Permit Holder’s operating activity and compliance with these Rules and Regulations exceeds its Security Deposit on account, but at no time will the required Security Deposit of the Permit Holder be less than the fixed amounts established for a new Operator as specified in Section 4.1.4.1.

4.1.4.1 If a Non-Concessionaire Operator has never held a Permit or is not otherwise renewing a Non-Concessionaire Operator Permit, the required Security Deposit on account shall be as follows:

4.1.4.1.1 For Operators with one (1) Vehicle for which a Permit Decal and Electronic Control Device will be issued, the fixed sum of \$500.00.

4.1.4.1.2 For Operators with two (2), three (3), four (4), or five (5) Vehicles for which a Permit Decal and Electronic Control Device will be issued, the fixed sum of \$1,000.00.

4.1.4.1.3 For Operators with more than five (5) Vehicles for which a Permit Decal and Electronic Control Device will be issued, the fixed sum of \$2,500.00.

4.1.5 **Satisfaction of Multiple Security Deposit Obligations.** If a Permit Holder is required to provide the Authority with Security Deposit under two or more provisions of this Section 4.1, the Permit Holder may provide the Authority with a single form of Security Deposit provided that the amount of such Security Deposit is not less than the total amount required under the provisions of this Section 4.1 to which the Permit Holder is subject.

4.2 **Form, Provision and Term of Bonds and Letters of Credit.**

- 4.2.1 **Form.** Each bond or letter of credit shall be in a form approved and provided by the Executive Director.
- 4.2.2 **Company Writing Bond.** A bond shall be written by a company licensed to do business in the State of Florida, acceptable to the Executive Director.
- 4.2.3 **Bank Providing Letter of Credit.** A letter of credit shall be issued by a bank located in Orange County, Florida and acceptable to the Executive Director; provided that a letter of credit may be issued by a bank located outside Orange County, Florida or may be issued by an entity other than a bank with the express written consent of the Executive Director.
- 4.2.4 **Renewal and Replacement Bonds or Letters of Credit.** A Permit Holder must provide a renewal or replacement bond or letter of credit not less than sixty (60) days prior to the expiration of the previous bond or letter of credit.
- 4.2.5 **Term of Letter of Credit.** Any letter of credit must remain in force until one hundred twenty (120) days after expiration of the term of the Permit to which the letter of credit relates. A Letter of Credit must contain a condition that it shall be deemed automatically extended without amendment for one (1) year from the expiration date herein, or any future date, unless ninety (90) days prior to any expiration date the bank on which the Letter of Credit is drawn, shall notify the Authority by registered mail that such bank elects not to consider the Letter of Credit renewed for any such additional period.
- 4.2.6 **Release of Bonds and Letters of Credit.** The Authority shall release each prior bond or letter of credit upon its determination that all financial obligations have been satisfied and receipt of a replacement bond or letter of credit which complies with the requirements of this Section 4.2.
- 4.3 **Application and Restoration of Security Deposit.** Any security provided by a Permit Holder may be applied by the Authority against any amount charged to a Permit Holder under these Rules and Regulations including, but not limited to, Dwell Time Fees, Privilege Fees, interest charges, and penalties imposed under these Rules and Regulations. If the Authority applies any amount from Security Deposit in its possession, the Permit Holder shall restore its Security Deposit to the full amount required within twenty (20) calendar days of such application. Such Security Deposit may also be applied by the Authority to pay the non-refundable administrative fee(s) for any Permit Decal(s) and Barcode(s) a Permit Holder loses, destroys, has stolen or destroyed, or fails to return to the Authority upon termination or expiration without renewal of the Permit Holder's Permit or otherwise upon demand of the Authority.
- 4.4 **Additional Security Deposit.** If the Authority requires additional Security Deposit based upon an audit of previous operating reports and financial penalties for Notices of Violation of the Permit Holder, the Permit Holder is required to remit the additional amount within twenty (20) calendar days of demand. If the Permit Holder fails to remit its restoration of Security Deposit, or additional Security Deposit as required, the Permit Holder will be placed on Suspension until full payment of all applicable fees, interest, and penalties are paid to the Authority.
- 4.5 **Application of Cash Security Deposit to Renewal Permits.** The amount of Security Deposit provided in the form of cash held by the Authority for a Permit Holder that has not been applied to any charges or penalties and that has not been returned to the Permit Holder shall be credited to that Permit Holder's Security Deposit for the next Permit term if such Permit Holder renews its Permit.
- 4.6 **Return of Security Deposit.** If a Permit Holder fails to renew its Permit by the later of November 1 of each year or the date specified in the renewal notice sent pursuant to Section 3.10 and the Permit Holder is not obligated to the Authority for any amount charged to the Permit Holder, the Authority shall return that Permit Holder's Security Deposit to the Permit Holder. Security Deposits for Parking Operators and Off-Airport Rent-A-Car Operators will not be returned until the certification of fees reports are submitted and approved as required in Section 8.8.5. If the Permit Holder provided security in the form of cash, the Authority shall mail a check to the Permit Holder at its address on file with the Authority. If the Permit Holder provided a Security Deposit in the form of a bond or a letter of credit, upon written request of the Permit Holder, the Authority shall release the bond or letter of credit as soon after the first day of February following expiration of the Permit term as reasonably practical.

A Permit Holder can submit a written request to the Authority for consideration of the return of excess Security Deposit only during the annual renewal of its Permit, and such excess Security Deposit will be returned to the Permit Holder by the Authority if the excess Security Deposit amount is calculated to be \$50.00 or more and exceeds thirty (30%) percent of the amount of Security Deposit required according to Section 4.1.4.1. At no time shall the amount of Security Deposit required of a Permit Holder be less than the amount specified in Section 4.1.4.1.

4.7 **Insurance.**

4.7.1 **Concessionaires.** Each Concessionaire shall fulfill any insurance requirements contained in its concession agreement with the Authority. If no insurance requirements are contained in such agreement, the Concessionaire shall comply with the insurance requirements of Section 4.7.2.

4.7.2 **All Other Permit Holders.**

4.7.2.1 **Policy.** Pursuant to Section 3.4.2 and this Section 4.7.2, each Permit Holder that is not a Concessionaire must procure and maintain (and maintain a copy on file with the Authority) a single liability and property damage insurance policy (or surety bond in lieu thereof) issued by a good and responsible insurance or surety company to the satisfaction of the Authority, which policy or bond covers each and every Commercial Vehicle for which a Permit Decal has been or will be issued in an amount not less than the following:

4.7.2.1.1 For each Commercial Vehicle equipped to carry six (6) or fewer Passengers, including the Driver, the sum of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) for injuries per person in any one occurrence or accident and Two Hundred and Fifty Thousand Dollars (\$250,000.00) per occurrence or accident with Fifty Thousand Dollars (\$50,000.00) for property damage in any one accident.

4.7.2.1.2 For each Commercial Vehicle equipped to carry seven (7) or more Passengers, including the Driver, the sum of One Million Dollars (\$1,000,000.00) combined single limit. Permit Holders operating with One Million Dollars (\$1,000,000.00) in coverage may provide such coverage with Self-Insured Retention (SIR), providing that the SIR does not exceed Ten Thousand Dollars (\$10,000.00).

4.7.2.2 **Form of Policy.** Each insurance policy or surety bond shall be evidenced on a form of certificate approved by the Deputy Executive Director - Operations. Each Permit Holder will provide one current insurance policy for coverage within the State of Florida with the following requirements:

4.7.2.2.1 Issued by the Insurance Carrier/Underwriter;

4.7.2.2.2 Lists the legal business name and address of the Permit Holder;

4.7.2.2.3 Declares required levels of coverage for any and all Vehicles listed within the policy;

4.7.2.2.4 Declares the "City of Orlando" and "Greater Orlando Aviation Authority" as Additional Insured;

4.7.2.2.5 Evidencing to the satisfaction of the Deputy Executive Director - Operations that the Operator has secured verifiable insurance complying with the requirements of this Section 4.7 and Section 3.4.2.

4.7.2.3 **Excess Policies.** Excess automobile liability insurance policies meeting the above-prescribed limits of insurance may be acceptable to the Authority.

4.7.2.4 **Authority as Additional Insured.** Pursuant to Section 4.7.2.2 and Section 3.4.2, each insurance policy (or surety bond in lieu thereof) shall name the “Greater Orlando Aviation Authority” and the “City of Orlando” each as an additional insured and shall provide that it may not be canceled until the expiration of thirty (30) days after notice of its intended cancellation has been given in writing to the Authority by registered mail or personal delivery.

4.8 **Indemnification.** By acceptance of a Permit, each Permit Holder agrees to indemnify, defend and hold completely harmless the Authority, the City and the members, officers, employees and agents of each, from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys’ fees) (collectively “Losses”) which may be incurred by, charged to or recovered from any of the foregoing by reason or on account of any personal injury or property damage caused by a Permit Holder, its Drivers or Affiliates unless such Losses are proximately caused solely by Authority negligence or by the joint negligence of the Authority and any person other than the Permit Holder, its Drivers or its Affiliates. The provisions of this Section 4.8 shall survive the expiration of any Permit term.

SECTION 5
GENERAL PROVISIONS GOVERNING SOLICITATION

5.1 **Solicitation.** No Permit Holder, Driver, Affiliate, Skycap, Resort Transportation Service, Cruise Line Operator, Tour Operator, Destination Management Company, or any other Person may engage in Solicitation at the Airport. Except as provided in Section 5, Permit Holders, Skycaps, Drivers, Affiliates, Resort Transportation Services, Cruise Line Operators, Tour Operators, Destination Management Companies, and other Persons are prohibited from offering transportation services, or transporting Passengers whose transportation is not arranged prior to the Passenger's and Permit Holder's, Driver's, Affiliate's, Resort Transportation Service's, Cruise Line Operator's, Tour Operator's, Destination Management Company's, or other Person's entry onto Airport property. If a Passenger asks for transportation services or transportation information, the Permit Holder, Driver, Affiliate, Resort Transportation Service, Cruise Line Operator, Tour Operator, Destination Management Company, or other Person shall direct the requesting Passenger to a Ground Transportation Agent or to any information center designated by the Authority for the provision of ground transportation information. If a Passenger asks a Skycap for transportation services or transportation information, the Skycap is required to direct the Passenger to the appropriate information center designated by the Authority for the provision of ground transportation information or to the location of the Concessionaires or Taxicabs, as requested by the Passenger. Each Driver, Affiliate, and other Person performing a Meet and Greet shall be solely responsible for verifying that his or her Passenger is pre-arranged; incorrect belief that a Passenger is pre-arranged shall not be a defense to a charge of Solicitation.

5.1.1 **Advertising on the Authority's Web Site.** No Permit Holder, Operator, Driver, Affiliate or any other Person may link from the Authority's web site without the express consent of the Executive Director. The Executive Director reserves the right to immediately remove any company from the Authority's web site, with or without cause.

5.1.2 **Advertising on the Authority's Courtesy Telephone Boards.** Off-Airport Rental Car Operators, Parking Operators, and hotel/motel businesses shall be authorized to advertise on the Authority's courtesy telephone boards, and all other GT Operators are restricted from advertising on the Authority's courtesy telephone boards. Additionally, any Off-Airport Rental Car Operator, Parking Operator, or hotel/motel business authorized to advertise on the Authority's courtesy telephone boards will be prohibited from soliciting customers by advertising rates. The Executive Director reserves the right to immediately remove any company from the Authority's courtesy telephone boards for violating this Section 5.1.2.

5.2 **Actions That Constitute Solicitation.** It is a violation of Solicitation for a Permit Holder, Driver, Skycap, Affiliate, Resort Transportation Service, Cruise Line Operator, Tour Operator, Destination Management Company, or other Person to arrange transportation for a Passenger unless the transportation was arranged prior to the Passenger's arrival at the Airport. Additionally, except as described in Section 5.3 below, unless a Passenger's transportation has been arranged prior to the Passenger's and Permit Holder's, Driver's, Affiliate's, Rental Car Operator's, Resort Transportation Service's, Cruise Line Operator's, Transportation Concessionaire's, Tour Operator's, Destination Management Company's, or other Person's entry onto Airport property, the following actions of a Permit Holder, Skycap, Starter, Driver, Affiliate or other Person constitute Solicitation:

5.2.1 Engaging in a conversation regarding GT Operations with any Passenger on Airport property for the purpose of, arranging for the transportation of the Passenger or providing, transportation to a non-prearranged Passenger;

5.2.2 Employing, inducing, arranging for or allowing any Person to initiate or engage in a conversation regarding GT Operations with any Passenger on Airport property for the purpose of arranging or providing transportation for a Passenger or providing transportation to a non-prearranged Passenger;

5.2.3 Offering ground transportation services on Airport property to any Passenger;

5.2.4 Agreeing to transport any non-prearranged Passenger from Airport property;

5.2.5 Displaying or carrying a sign that advertises transportation in violation of this Section 5 or Sections 6.7, 6.8, 6.9, 6.10, 6.11 or 6.12;

5.2.6 Distributing literature on Airport property that discusses or describes GT Operations;

5.2.7 Except as provided in Section 5.3 below, transporting any Person at the Airport who is not a prearranged Passenger;

5.2.8 The action of a Skycap discussing, offering or directing Passengers to ground transportation services other than those provided by the Taxicabs, Transportation Concessionaire(s), Out-of-Town Shuttle Operators or Rental Car Concessionaires;

5.2.9 The action of a Skycap employing, inducing, or arranging ground transportation services for a Passenger other than that which was pre-arranged by the Passenger;

5.2.10 A Skycap receiving, or agreeing to receive compensation from any Permit Holder, Concessionaire, Driver, Operator, Affiliate, Resort Transportation Service, Cruise Line Operator, Tour Operator, Destination Management Company, or other Person for offering or arranging ground transportation services for a Passenger;

5.2.11 The actions of an Out-of-Town Shuttle Operator to discuss, offer, or arrange transportation services to any Person at the Airport to a location other than the Service Zone (as displayed on the map attached hereto as Exhibits "E" and "F") serviced by such Out-of-Town Shuttle Operator; or the actions of an Out-of-Town Shuttle Operator to discuss, offer, or arrange transportation services to any Person at the Airport who is not a pre-arranged Passenger when the Out-of-Town Shuttle Operator is operating outside the Schedule on File;

5.2.12 The actions of a Rental Car Operator to discuss, offer, or arrange ground transportation services to any Person at the Airport who is not a pre-arranged Passenger while not behind the authorized Service Counter;

5.2.13 The actions of a Transportation Concessionaire Operator to discuss, offer, or arrange ground transportation services to any Person at the Airport who is not a pre-arranged Passenger while not in the authorized Service Counter;

5.2.14 Unauthorized leasing of a telephone call panel, other advertising display, or unauthorized link to the Authority's web site.

5.3 **Actions That Do Not Constitute Solicitation.** The following actions do not constitute Solicitation:

5.3.1 Actions by a Taxicab Starter that would otherwise be considered Solicitation so long as such actions are in accordance with these Rules and Regulations and such actions occur while the Starter is in the Taxicab Loading Zone or any other location approved by the Authority in writing and is working as a Taxicab Starter while arranging transportation for Taxicab Operators;

5.3.2 Actions by an employee of a Transportation Concessionaire Starter who is working in a Service Counter that would otherwise be considered Solicitation, so long as such actions are in accordance with the contractual agreement with the Authority and the Passenger did not have pre-arranged transportation with another Concessionaire;

5.3.3 Actions by an employee of a Transportation Concessionaire in giving Passengers who are customers of such Transportation Concessionaire directions to the Transportation Concessionaire's Vehicles so long as the employee is located on the first floor of the Terminal in a location agreed upon by the Authority and the Transportation Concessionaire;

- 5.3.4 Demand transportation provided by an employee of a Transportation Concessionaire as long as the Passenger has arranged the transportation through the Service Counter, Transportation Booth, or company Dispatch Office and the Passenger did not have prearranged transportation with a Non-Concessionaire Operator;
- 5.3.5 Actions by an employee of a Rental Car Operator who is working behind a Service Counter leased from the Authority by such Rental Car Operator that would otherwise be considered Solicitation, so long as such actions occur while the employee is behind the Service Counter;
- 5.3.6 Actions by an Out-of-Town Shuttle Operator that would otherwise be considered Solicitation so long as the Out-of-Town Shuttle Operator conducts such actions in accordance with the Out-of-Town Shuttle Permit Application while in the assigned Out-of-Town Shuttle area and does not attempt to transport, offer to transport, agree to transport, or transport a Passenger to a location other than the Service Zone (as displayed on the map attached hereto as Exhibits "E" and "F") serviced by such Out-of-Town Shuttle Operator;
- 5.3.7 Actions by a Courtesy Vehicle Driver or an employee acting to ensure the orderly loading of Courtesy Vehicles (known in this Section 5.3.7 as "Starter") that would otherwise be considered Solicitation so long as such actions occur while the Courtesy Vehicle Driver or Starter is working as a Courtesy Vehicle Driver or a Starter in the Courtesy Vehicle Loading Zone, and does not initiate conversation with a Passenger, direct a Passenger to other ground transportation services, or offer services to a Passenger who has not pre-arranged transportation with such Permit Holder;
- 5.3.8 Actions by a Driver of a Taxicab or other Vehicle-for-Hire in transporting any Passenger from Airport property if the Passenger is loaded into the Driver's Commercial Vehicle by a Starter in accordance with these Rules and Regulations;
- 5.3.9 Actions by employees of any airline in arranging for transportation for any Passenger of such airline;
- 5.3.10 Leasing a telephone call panel, other advertising display, or a link to the Authority's web site; provided, however, that such actions are authorized by the Executive Director;
- 5.3.11 Conducting a Meet and Greet in accordance with these Rules and Regulations.

SECTION 6
OTHER PROVISIONS GOVERNING GROUND TRANSPORTATION OPERATIONS

6.1 **Improper Conduct.** Drivers and Affiliates shall not engage in improper conduct or threatening behavior on Airport property, or in a manner that threatens or jeopardizes the safety and well being of another person. Improper conduct includes, but is not limited to, boisterous or threatening conversations, profanity, fighting, refusing to transport a Passenger in accordance with these Rules and Regulations, or failure to cooperate with or respond to any hand signal or verbal request, direction or question of a Ground Transportation Agent in the performance of his or her official duties.

6.2 **Misleading Information.** No Permit Holder, Concessionaire, Driver, Skycap, Resort Transportation Service, Cruise Line Operator, Tour Operator, Destination Management Company, or Affiliate may provide false information concerning his, her or its own ground transportation service at the Airport or any other service at the Airport.

6.3 **Permit Decal and Electronic Control Device.** A Commercial Vehicle may not operate pursuant to a Permit unless the Authority has issued a valid Permit Decal and Electronic Control Device for that Vehicle.

6.3.1 Each Commercial Vehicle operated pursuant to a Permit shall, at all times while on Airport property, properly display the valid and current Permit Decal issued with respect to that Vehicle.

6.3.2 Each Commercial Vehicle operated pursuant to a Permit shall, at all times while on Airport property, have affixed to the Vehicle the Electronic Control Device issued with respect to that Vehicle.

6.4 **Identification of Permit Holder on Vehicle.** Each Vehicle shall contain identification of the name or the fictitious name registered with the State of Florida of the Permit Holder on the exterior side of the Vehicle or on the front license plate of the Vehicle. In the case of a Vehicle displaying the name of an other Operator or Permit Holder that contracted transportation services from the Permit Holder, the name, or the fictitious name registered with the State of Florida, of the Permit Holder of the Vehicle providing transportation must be displayed on the Vehicle dashboard, adjacent to the Permit Decal, and must be visible from outside the Vehicle.

6.5 **Engine Idling.** Unless a Commercial Vehicle is engaged in Active Loading or Active Unloading at Levels 1, 2 or 3, a Driver shall not allow his or her Vehicle engine to idle and shall turn the engine off.

6.6 **Vehicle-for-Hire Driver Identification.** Each Vehicle-for-Hire Driver shall, at all times while on duty and in any area of Airport property, have his or her valid non-expired City driver's permit on his or her person and shall produce such permit upon request of a Ground Transportation Agent.

6.7 **Meet and Greet Guidelines**

The following information summarizes Meet and Greet guidelines for the various areas of the Terminal:

Level 3: Meet and Greet activity for transportation services is prohibited except that the Director of Airport Operations may authorize charitable organizations approval to conduct Meet & Greet services on Level 3.

Level 2: Drivers, Affiliates, Resort Transportation Services, Cruise Line Operators, Destination Management Companies and Tour Operators may perform Meet and Greet activity in the Baggage Claim Meet and Greet Area as depicted in Exhibit A-2 or in areas addressed by their lease or Space Use Agreement.

Level 1: Drivers, Affiliates, Resort Transportation Services, Cruise Line Operators, Destination Management Companies and Tour Operators may perform Meet and Greet activity in the Baggage Claim Meet and Greet Area as depicted in Exhibit A-1. Meet and Greet activity for a Group may be conducted at overflow locations on Level 1 as authorized by the Deputy Executive Director - Operations, provided such Meet and Greet activity is conducted in accordance with these Rules and Regulations. Destination Management Companies, Cruise Line Operators, and Tour Operators may perform Meet and Greet activity in the

Commercial Lane, provided that such activity is conducted in accordance with the limitations set forth in these Rules and Regulations. Rental Car Operators, Resort Transportation Services, Cruise Line Operators, Transportation Concessionaires, and other tenants will be permitted to perform Meet and Greet activities on Level 1 in areas in accordance with a valid lease or Space Use Agreement with the Authority and these Rules and Regulations.

A maximum of two (2) Meet and Greet representatives will be allowed in each Level 2 Meet and Greet location when conducting a Meet and Greet for a Group, provided that the Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, Driver or Affiliate is able to provide on demand by the Authority, a valid manifest that lists the individual Passengers Meet and Greet Information or a copy of a contractual agreement for transportation with the Group, and that the Meet and Greet is performed in accordance with the limitations set forth in these Rules and Regulations. Drivers and Affiliates will be limited to one (1) Meet and Greet representative on Level 2 for each individual party that is being met.

Meet and Greets in other areas of the Airport are prohibited except as authorized by the Deputy Executive Director - Operations. The actions of a Driver of a Courtesy Vehicle are exempted from this Section 6.7, as long as such actions do not include the Driver leaving the Courtesy Vehicle to Meet and Greet the Passenger(s).

6.7.1 Baggage Claim Area. Permit Holders, Drivers, Resort Transportation Services, Cruise Line Operators, Destination Management Companies, Tour Operators, and Affiliates may only enter the Baggage Claim area to perform a Meet and Greet as set forth in this Section 6.7.1.

6.7.1.1 Meet and Greet Time Limits. When performing a Meet and Greet, a Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate may enter Baggage Claim not more than fifteen (15) minutes prior to the arrival of a domestic flight and five (5) minutes prior to the arrival of an international flight. The Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate may remain in Baggage Claim not more than thirty (30) minutes after the arrival of a domestic flight and one (1) hour after the arrival of an international flight. Flight arrival times shall be determined utilizing the Authority's flight monitors posted in the Holding Areas and throughout the Terminal. No Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate may enter Baggage Claim for the purpose of checking flight information, and all Drivers, Resort Transportation Services, Cruise Line Operators, Destination Management Companies, Tour Operators, Affiliates, and Permit Holders can receive flight information by telephone number 407-825-8463.

6.7.1.2 Baggage Claim Meet and Greet Area. Except as provided in Section 6.7.1.3, Drivers and Affiliates performing Meet and Greets in the Baggage Claim shall stand only in the Baggage Claim Meet and Greet Area while waiting to meet their Passengers. If a Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or an Affiliate believes that he or she missed the Passenger or group he or she was meeting, such, Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate may continue to wait in the Baggage Claim Meet and Greet Area in accordance with Section 6.7.1.1 but shall contact a Ground Transportation Agent for authorization (but not Ground Transportation Agents stationed in information booths in Baggage Claim). No Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate performing a Meet and Greet may meet his or her Passenger at or around any Baggage Claim carousel.

6.7.1.3 Persons in Baggage Claim and Outside Meet and Greet Area. No Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate may be in Baggage Claim or outside the Baggage Claim Meet and Greet Area unless he or she:

6.7.1.3.1 is in the company of his or her pre-arranged Passenger for the purpose of assisting with Luggage;

6.7.1.3.2 is en route to or from the Baggage Claim Meet and Greet Area;

6.7.1.3.3 is en route to or from the Baggage Claim exits;

6.7.1.3.4 is performing a Meet and Greet for a Passenger who is in a wheelchair; or

6.7.1.3.5 is a Driver for or Affiliate of a Person designated as a Resort Transportation Service, Cruise Line Operator, Tour Operator or Destination Management Company and authorized by the Authority's Manager of Tour Operators to conduct operations from kiosks and/or counters in Baggage Claim and is by the kiosk or counter.

6.7.1.4 **Personal or Other Business in Baggage Claim.** No Driver or Affiliate may enter Baggage Claim on personal business or any other business unrelated to the provision of Meet and Greet services except when such Driver or Affiliate is acting as a Skycap, Starter, non-Driver personnel of a Transportation Concessionaire, is engaging in the business of baggage delivery service and is in Baggage Claim for the express purpose of collecting baggage from an airline, or is himself or herself traveling on a flight that arrived at the Airport within one (1) hour of the time the Driver or Affiliate is present in Baggage Claim. A Driver or Affiliate may meet friends and relatives arriving at the Airport if the Driver or Affiliate conducts himself or herself as if he or she were meeting a Passenger in a commercial capacity and performs such actions in accordance with this Section 6.

6.7.2 **Commercial Lane.** A Driver or Affiliate doing business as a Vehicle-for-Hire Operator may only enter a Commercial Lane or GT Concourse to conduct GT Operations as set forth in Sections 5 and 6 and will be required to have the necessary pre-arranged Passenger information.

6.7.2.1 When conducting GT Operations pursuant to a Meet and Greet (except authorized demand service provided by Taxicabs, Out-of-Town Shuttles, and Transportation Concessionaire(s)), a Driver or Affiliate may enter a Commercial Lane or GT Concourse to park in the CVPA in accordance with the time limits specified in Section 6.7.1.1. When conducting GT Operations pursuant to a Meet and Greet and performing such Meet and Greet in the Commercial Lane (other than the CVPA), a Driver or Affiliate may arrive no earlier than five (5) minutes after the arrival of a domestic flight and twenty (20) minutes after the arrival of an international flight, and must depart in accordance with the time limits specified in Section 6.7.1.1. For the purposes of this Section 6.7.2, a Driver or Affiliate may only use the Commercial Lane to load Passenger(s) and should not be construed as authorization to park and wait for Passengers. Flight arrival times will be determined pursuant to Section 6.7.1.1.

6.8 **Additional Meet and Greet Guidelines.** Drivers, Resort Transportation Services, Cruise Line Operators, Destination Management Companies, Tour Operators, and Affiliates conducting Meet and Greet activity shall, at all times while at the Airport, display appropriate attire. Costume or character apparel is prohibited. If a Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate is deemed to be in violation of the Meet and Greet Guidelines as provided in Section 6.7, Authority personnel, in addition to writing a NOV, may direct or escort any, Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate either to the Baggage Claim Meet and Greet Area or out of the Airport, depending on the Ground Transportation Agent's assessment of the Driver's, Resort Transportation Service's, Cruise Line Operator's, Destination Management Company's, Tour Operator's, or Affiliate's Meet and Greet status.

6.9 **Sign Requirement.** A Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, Affiliate, or other Person performing a Meet and Greet at the Airport must have a valid and verifiable Meet and Greet Sign prior to entry on Airport property, and except as provided in Section 6.10 below, a Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, Affiliate or other Person performing a Meet and Greet shall, at all times while at the Airport for a Meet and Greet, comply with the following requirements:

6.9.1 **Appearance.** The Meet and Greet sign shall:

6.9.1.1 be at least 8" x 10" in size but not larger than 15" x 15" in size if the sign is hand written or lettered;

6.9.1.2 be at least 4" x 8" in size but not larger than 15" x 15" in size if the sign is not hand written or lettered (i.e. professional signs);

6.9.1.3 have a diagonal screen measurement of at least 9 inches if the sign is an electronic computer tablet, and:

6.9.1.4 contain the Passenger name, logo of the individual, group or company being met and, displayed on either the face or back of the sign, the name of the airline and arriving flight number..

6.9.2 **Display.** Except for Operators of Concessionaire Vehicles loading Passengers in their Designated Commercial lane spaces, Courtesy Vehicle Operators staying with their Vehicles in the Commercial Lanes, Taxicab Operators dispatched to a Taxicab Loading Zone by a Starter and Out-of-Town Shuttle Operators when operating according to their schedule, a Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, Affiliate, or other Person performing a Meet and Greet at the Airport must have a valid and verifiable Meet and Greet sign pursuant to Section 6.9.1. A Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, Affiliate, or other Person performing a Meet and Greet shall be required to display the Meet and Greet sign at all times while in the Baggage Claim Meet and Greet Area. For the purpose of this Section 6.9.2, a Driver, Affiliate, or other Person conducting a Meet and Greet on the Commercial Lane must have and display a Meet and Greet sign in compliance with all requirements pursuant to this Section 6. See Exhibit "I."

6.10 **Additional Information.** If a Meet and Greet sign contains the name of a Group, the Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate must carry and be able to provide either the name and flight information for each Passenger in the group (i.e. a Passenger manifest) or a copy of a contractual agreement for transportation with the Group, as specified in this Section 6.

6.11 **Meet and Greet Without Sign.** A Driver or Affiliate may perform a Meet and Greet without the use of a sign if the Driver or Affiliate obtains prior authorization from the Deputy Executive Director - Operations, which such authorization shall be granted only in cases where the Driver or Affiliate demonstrates to the satisfaction of the Deputy Executive Director - Operations that the use of a sign would present a crowd control hazard or a security risk.

6.12 **Provision of Meet and Greet Information.** A Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate performing a Meet and Greet while at the Airport must provide upon request of any Ground Transportation Agent, the name of the Permit Holder for whom the Driver or Affiliate is operating, together with verifiable information concerning the Passenger's name, arrival date, airline, flight number and flight arrival time, or a copy of a contractual agreement for the provision of Meet and Greet Services in accordance with Section 6.10. A Driver's, Resort Transportation Service's, Cruise Line Operator's, Destination Management Company's, Tour Operator's, or Affiliate's refusal to respond when asked if he or she has a Meet and Greet shall be deemed an admission that the Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate has a Meet and Greet and shall constitute a failure to provide the required information, and the Ground Transportation Agent may escort or direct the Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate out of the Airport.

6.13 **Loitering on First Floor of Terminal or Commercial Lane.** Except for conducting a Meet and Greet in the Baggage Claim Area pursuant to this Section 6, no Vehicle-for-Hire Driver or Affiliate may loiter on the first floor of the Terminal or in a Commercial Lane. For purposes of this Section 6.13, the term "loiter" means an occasion when a Vehicle-for-Hire Driver or Affiliate remains in the first floor of the Terminal, in the Commercial Lane (not including the CVPA), or on the GT Concourse for a continuous period of more than five (5) minutes and

is not with his or her Vehicle or with his or her pre-arranged Passenger. The provisions of this Section 6.13 shall not apply to (i) Taxicab Starters or (ii) employees of Transportation Concessionaires (iii) employees of Rental Car Operators (iv) employees of Resort Transportation Services, Cruise Line Operators, Destination Management Companies, or Tour Operators, whose responsibility it is to provide passenger directions to the Vehicles so long as the employees are in a location of the Airport agreed upon in the lease or Space Use Agreement with the Authority.

6.14 **Vehicle-for-Hire Information Requirements.** At the request of the Deputy Executive Director - Operations, Permit Holders that are a Vehicle-for-Hire must submit to the Authority within five (5) business days any or all information required to be submitted to the City of Orlando Vehicle-for-Hire Administrator in accordance with Chapter 55 of the City Code. Such information shall include, but not be limited to, Vehicle-for-Hire rates on file, driver trip reports and dispatcher reports.

6.15 **Vehicle-for-Hire Service Receipt Requirements.** Upon request of a Passenger, a Vehicle-for-Hire Driver or Affiliate must provide a receipt for the transportation services provided. The receipt must state the name of the Driver and Permit Holder of such Vehicle that provided transportation to the Passenger. In the case of transportation services contracted by a different Operator and a Service Receipt indicating an Operator name other than the Permit Holder of such Vehicle that provided transportation to the Passenger, the Service Receipt must include the Driver's Name and Permit Decal number of the Vehicle that provided transportation to the Passenger.

6.16 **Passenger Loading.** The provisions of this Section 6.16 apply to the loading of a Commercial Vehicle when the Vehicle is operated in a private capacity as well as when it is operated in a commercial capacity.

6.16.1 **Level 1.**

6.16.1.1 **CVPA.** Commercial Vehicles engaged in the performance of Meet and Greets may load in the CVPAs. Class I and Class II Vehicles-for-Hire may load in the CVPAs only when the GT Concourses are not open. (CVPA map attached hereto as Exhibit "D").

6.16.1.2 **Commercial Lanes.** All Commercial Vehicles, except for Class I and Class II Vehicles-for-Hire when the GT Concourses are open may load in the Commercial Lane spaces. (Commercial Lane maps attached hereto as Exhibits "A-1" and "D").

6.16.1.3 **GT Concourse.**

6.16.1.3.1 Class I and Class II vehicles-for-Hire that do not exceed thirty feet in length or seven feet in height shall be required to load passengers and luggage in the GT Concourses whenever they are open for use. Class III Vehicles-for-Hire that exceed either dimension shall be required to load in either the Commercial Lanes or CVPAs. (GT Concourse maps attached hereto as Exhibits "A-1" and "C").

6.16.1.3.2 Class I and Class II Non-Concession (N) vehicles that do not exceed thirty feet in length or seven feet in height have the option, at the discretion of the Permit Holder or Driver, to load Passengers and Luggage in the GT Concourses whenever they are open for use. Class I and Class II Non-Concession (N) vehicles not loading the in GT Concourses will be required to load Passengers and Luggage in the Commercial Lanes or CVPAs.

6.16.1.4 **Loading Zones.** No Commercial Vehicle may load in a Loading Zone in which that Vehicle is not authorized to load. Such action will constitute a violation for "Unauthorized Parking."

6.16.2 **Level 2.** No Commercial Vehicle may load Passengers or Luggage on Level 2.

6.16.3 **Level 3.** No Commercial Vehicle may load Passengers or Luggage on Level 3.

6.16.4 **Holding Areas.** No Commercial Vehicle may load Passengers or Luggage in the Holding Areas.

6.16.5 **Parking Garages.** No Commercial Vehicle may load Passengers or Luggage in the Parking Garages.

6.16.6 **Economy Satellite Lots.** No Commercial Vehicle may load Passengers or Luggage in an Economy Satellite Lot.

6.17 **Passenger Unloading.** The provisions of this Section 6.17 apply to the unloading of a Commercial Vehicle when the Vehicle is operated in a private capacity as well as when it is operated in a commercial capacity.

6.17.1 **Level 1.**

6.17.1.1 **CVPA.** Commercial Vehicles engaged in the performance of Meet and Greets may unload Passengers and Luggage in the CVPAs, except that Class I and Class II Vehicles-for-Hire may not use a CVPA at any time the GT Concourses are open for use.

6.17.1.2 **Commercial Lanes.** All Commercial Vehicles except for Class I and Class II Vehicles-for-Hire when the GT Concourses are open may unload Passengers and Luggage in the Commercial Lane spaces.

6.17.1.3 **Loading Zones.** No Commercial Vehicle may unload in a Loading Zone in which that Vehicle is not authorized to load or unload. Such action will constitute a violation for “Unauthorized Parking.”

6.17.2 **Level 2.** No Commercial Vehicle may unload Passengers or Luggage on Level 2.

6.17.3 **Level 3.** All Class I Vehicles and all Class II and Class III stretch limousines may unload Passengers and Luggage on Level 3. All other Commercial Vehicles are required to unload Passengers and Luggage on Level 1.

6.17.3.1 **Level 3 Authorized Unloading Lanes.** Commercial Vehicles authorized to unload on Level 3 must unload Passengers and Luggage in either the first (preferred) or second lane from the Terminal curb. Unloading in either the third or fourth lane from the curb constitutes an Unauthorized Unloading violation.

6.17.4 **Holding Areas.** No Commercial Vehicle may unload in the Holding Areas.

6.17.5 **Parking Garages.** No Commercial Vehicle may unload in the Parking Garages, except for a Passenger request with a current reservation with a Rental Car Operator.

6.17.6 **Economy Satellite Lots.** No Commercial Vehicle may unload Passengers or Luggage in an Economy Satellite Lot.

6.18 **Parking.** The provisions of this Section 6.18 apply to the parking of a Commercial Vehicle when the Vehicle is operated in a private capacity as well as when it is operated in a commercial capacity.

6.18.1 **Level 1.**

6.18.1.1 **CVPA.** Class I and Class II Vehicles-for-Hire are prohibited from parking in the CVPAs at any time the GT Concourses are open for use. No Commercial Vehicle may park in a CVPA unless its Driver is at the Airport for the purpose of performing a Meet and Greet. A Commercial Vehicle Operator that enters the Commercial Lane and discovers no available parking in the CVPA must contact a Ground Transportation Agent or leave a message to that effect by telephone at 407-408-6825.

6.18.1.2 **Commercial Lanes.** Class I and Class II Vehicles-for-Hire are prohibited from parking in the Commercial Lane spaces at any time the GT Concourses are open for use. Vehicles-for-Hire are

prohibited from parking in the Commercial Lanes except for Active Loading in designated spaces for such activity. All other Commercial Vehicles, including Out-of-Town Shuttles pursuant to Section 7.7.7, may park in the Commercial Lane.

6.18.1.3 GT Concourse.

6.18.1.3.1 All Class I and Class II Vehicles-for-Hire must park in the GT Concourses when conducting a Meet and Greet whenever the GT Concourses are open for use.

6.18.1.3.2 Class I and Class II Non-Concession (N) vehicles that do not exceed thirty feet in length or seven feet in height have the option, at the discretion of the Permit Holder or Driver, to park in the GT Concourses when conducting a Meet & Greet.

6.18.1.3.3 No Commercial Vehicle may Park in a GT Concourse unless its driver is at the Airport for the purpose of performing a Meet and Greet. A vehicle-for-Hire Driver that enters a GT Concourse and discovers no available parking spaces must contact a Ground Transportation Agent or leave a message to that effect by telephone at 407-408-6825.

6.18.1.4 **Taxicab Staging Area.** Taxis issued a permit pursuant to Sections 3.2.2 and 3.2.2.1 are authorized to park in the Taxicab Staging Areas prior to proceeding to the Commercial Lane loading zones. Taxis are not limited in parking duration while in the Taxi Staging Areas. Provided space is available, Class I and Class II vehicles not required to use the GT Concourses when open, and Class III Vehicles-for-Hire may park in the lane of the Taxicab Staging Area that is the designated CVPA lane. For the A Side Taxicab Staging Area, lane number six is the designated CVPA lane. For the B Side Taxicab Staging Area, lane number eight is the designated CVPA lane.

6.18.1.5 **Loading Zones.** No Commercial Vehicle may park in a Loading Zone in which that Vehicle is not authorized to park. No Courtesy Vehicle Permit Holder authorized to park in any Loading Zone may (i) park more than two (2) Courtesy Vehicle at one time in any area of one Loading Zone or (ii) operate more than a total of three (3) Courtesy Vehicles in a Commercial Lane at one time. , Such action will constitute a violation for “Unauthorized Parking.”

6.18.1.6 **Parked Blocking Traffic.** A Driver of a Commercial Vehicle may not park such a vehicle in any manner that blocks or significantly impedes the normal flow of traffic in a Commercial Lane, GT Concourse, CVPA, Taxi Staging Area or Holding Area. A Ground Transportation Agent upon observing a Commercial Vehicle that in his/her opinion is blocking or significantly impeding the normal flow of traffic shall request the Driver to promptly relocate the vehicle to a location that does not or impede the normal flow of traffic. Failure of the Driver to promptly respond to the request of the Ground Transportation Agent shall be considered an Unauthorized Parking violation.

6.18.2 **Level 2.** No Commercial Vehicle may park on Level 2.

6.18.3 **Level 3.** No Commercial Vehicle may park on Level 3.

6.18.4 **Holding Areas.** Only Commercial Vehicles with a valid Permit Decal and Electronic Control Device conducting GT Operations may park in the Holding Areas.

6.18.5 **Parking Garages.** No Commercial Vehicle may park in the Parking Garages.

6.18.6 **Economy Satellite Lots.** No Commercial vehicle may park in an Economy Satellite Lot.

6.18.7 **Cell Phone Lot** No Commercial Vehicle may park in the cell phone lot(s) at the Airport.

6.18.8 **Express Pick Up.** No Commercial Vehicle may park in an Express Pick Up other than a Class I or Class II Vehicle-for-Hire which is required to park in the GT Concourse when conducting a Meet and Greet whenever the GT Concourses are open for use, or a Class I or Class II Non-Concession (N) vehicle that does

not exceed thirty feet in length or seven feet in height which is parked in a GT Concourse at the option of the Permit Holder or the vehicle's Driver.

6.18.9 **Limits of Parking Duration.** No Commercial Vehicle may remain in a Commercial Lane or GT Concourse for more than one (1) hour at a time. No Commercial Vehicle may park in any Holding Area for more than five (5) hours at a time. Any Commercial Vehicle that is parked in violation of this Section 6.18.7 will be issued a NOV and be towed away, at the Permit Holder's expense, by the Authority if the Driver is not present or refuses to move the Vehicle.

6.19 **Authorization to Load, Unload or Park.** The Deputy Executive Director - Operations may authorize Commercial Vehicles to load, unload or park in areas that they would not otherwise be authorized to load, unload or park if the Deputy Executive Director - Operations grants such authorization on terms and conditions uniformly applied.

6.20 **Unattended Vehicles.** No Driver shall be more than three (3) feet away from his or her Vehicle while the Vehicle is parked on Level 1 (excluding the CVPA, GT Concourse and Taxicab Staging Area), Level 2 or Level 3. Unattended Vehicles will be cited and towed away by the Authority at the Permit Holder's expense.

6.21 **Use of Holding Areas.** Permit Holders, Operators, Drivers, Affiliates or other Persons may use Holding Areas only if conducting commercial ground transportation business. Permit Holders, Operators, Starters, Drivers, Affiliates or other Persons are subject to these Rules and Regulations while in the Holding Areas, including but not limited to the requirement for Non-Concessionaire Operators to have pre-arranged Passenger information prior to entry onto Airport property. Unauthorized parking or unauthorized use of the Holding Area will result in the immediate towing and relocation of such vehicle at the owner's expense.

6.22 **Invalid Classification of Commercial Vehicles.** The Deputy Executive Director - Operations shall immediately revoke the Permit Decal of any Commercial Vehicle of a Permit Holder for which it has been found by the Deputy Executive Director - Operations to be incorrectly classified into a smaller vehicle classification based on information provided by the Permit Holder. When correct and verifiable information pertaining to the vehicle's size has been received from the Permit Holder which results in the correct vehicle classification, the Deputy Executive Director - Operations shall issue a new Permit Decal indicating the correct vehicle classification. Permit Holders and Drivers shall be required to allow a Ground Transportation Agent the opportunity to measure and otherwise evaluate a Commercial Vehicle displaying a Permit Decal to ascertain whether it is correctly classified. Failure to provide an opportunity to measure or otherwise evaluate a Commercial Vehicle shall be considered Improper Conduct.

SECTION 7
TAXICAB, TRANSPORTATION CONCESSIONAIRE AND OUT-OF-TOWN SHUTTLE OPERATIONS

7.1 **Taxicab Starter System.** At all times when there is any flight activity at the Airport, there shall be one Taxicab Starter stationed in each quadrant of the Landside Terminal (unless the Executive Director otherwise agrees). Taxicab Operators with Taxicab Permits will collectively enter into a Starter Agreement, to be approved by the Deputy Executive Director - Operations. Each Taxicab Operator shall abide by these Rules and Regulations and any such Taxicab Starter policy developed by the Authority and shall, if requested by the Executive Director, provide Taxicab Starters (provided, however, that in such case, the Taxicab Starter Costs of such Taxicab Operator, in excess of the portion of Taxicab Starter Costs attributable to such Taxicab Operator as Starter Fees, shall be reimbursed to such Taxicab Operator). The Taxicab Operator consortium will be collectively responsible for all actions of Taxicab Starters, including any and all penalties and suspensions for a Taxicab Starter's violation of these Rules and Regulations. Unless specifically stated otherwise, the violation of any portion of Sections 7.1 through 7.3 by a Driver of a Taxicab or a Taxicab Starter shall be deemed a Category II Taxicab Violation with penalties described in Section 9.6.4.

7.2 **Locations and Progression of Taxicab Pick-Up Operations.**

7.2.1 **Assignment of Ranks Within Holding Areas.** The Deputy Executive Director - Operations shall assign, and may from time to time alter the assignment of, lanes or portions of lanes within the Holding Areas ("ranks") to Taxicab Operators in a configuration determined by the Deputy Executive Director - Operations to be most efficient in order to provide an opportunity for each Taxicab Operator to achieve a percentage of Taxicab Trips from the Airport approximately equal to the percentage of City taxicab permits held by such Taxicab Operator.

7.2.2 **Arrival to Holding Area.** Upon arrival at the Airport, Taxicab Drivers who desire to make Passenger pickups from the Taxicab Loading Zones are required to proceed to the Holding Area designated by the Authority and to the rank within the Holding Area assigned to the Taxicab Operator under whose Permit the Taxicab is operated. Upon entering a Holding Area, all Taxicabs are required to proceed to the first available position in their respective rank(s).

7.2.3 **Full Holding Area.** Drivers of incoming Taxicabs who find that their assigned rank(s) is/are full upon such Taxicab's entry into the Holding Area shall either depart the Airport or travel to any alternative Holding Area as may be authorized by the Deputy Executive Director - Operations.

7.2.4 **Progression Within the Holding Area.** Within the Holding Area, each Taxicab shall move toward the Holding Area exit by directly following the Vehicle ahead of it.

7.2.5 **Exit from the Holding Area.** The signal for the next Taxicab to move forward shall be controlled by the Taxicab Starter(s) based on customer demand. The Authority may install electronic, auditory or other mechanical aids to assist and verify proper Taxicab exit from the Holding Area.

7.2.5.1 Taxicab Drivers dispatched to a Taxicab Loading Zone to provide demand service will be issued a dispatch ticket indicating the Taxicab Permit Holder's name, the Taxicab number and the assigned Commercial Lane for loading. At the conclusion of the trip, the Taxicab Driver is to give the dispatch ticket to the Passenger as the reverse side of the dispatch ticket serves as trip Service receipt.

7.2.5.2 Taxicab Drivers who are picking up a pre-arranged Passenger in accordance with the Meet and Greet requirements in Sections 6.7 through 6.12 shall first report to the Taxicab Holding area to advise the Taxicab Starter of the prearranged Passenger pick up.

7.2.6 **Direction to Taxicab Loading Zones and Offering Services to the Public.** Upon exiting the Holding Area, each Taxicab shall proceed to the Taxicab Loading Zone designated by the Taxicab Starter(s). In loading Vehicles, Taxicab Starters shall ensure as often as practical that the Taxicab which has remained

in a Taxicab Loading Zone the longest is provided with the next Passenger(s) requesting service. The customer shall have the right, however, to select any Taxicab in any Taxicab Loading Zone. A Taxicab Driver shall not refuse service to any Passenger requesting service, except as authorized by a Taxicab Starter Agreement and except if the Passenger desires to travel to a destination that is serviced by the Out-of-Town Shuttle Operators, in which case the Passenger will be first directed by the Taxicab Starter to the Out-of-Town Shuttle Operators. A Driver must activate the Taxicab meter when beginning the Trip from the Loading Zone at the Airport.

7.2.7 **Fare Payment by Credit Card.** Permit Holders for Taxicabs (“T” Permit Decal) must, at a minimum, accept VISA, MasterCard, and American Express credit cards from Passengers for payment of fares, at no additional cost to the Passenger. Each Taxicab must display notice of each credit card accepted for payment in a legal manner on the top of the right rear passenger window of the Taxicab on both the interior and exterior of the window in a horizontal manner, and adjacent to the taxicab meter in the interior of the taxicab. In addition, notice for each credit card accepted for payment will be posted at each Taxicab Starter station.

7.2.8 As needed in the case of an emergency, the Deputy Executive Director - Operations may authorize additional Taxicabs to operate at the Airport. For purposes of this Section 7.2.8, an emergency is defined as any occasion when the Deputy Executive Director - Operations determines that the number of available Taxicabs is inadequate to serve Passenger demand.

7.2.9 The Authority may conduct, or engage a third party to conduct, random Taxicab inspections to ascertain that Taxicabs are maintained in clean and first class conditions and meet or exceed all requirements imposed by the City.

7.3 **Refusal of Short-Haul Fares.** No Taxicab Driver or Taxicab Starter may refuse a Passenger requesting service on the basis that the Passenger is traveling to a short-haul destination.

7.4 **Taxicab Starter Responsibilities.** The Taxicab Starter shall be responsible for the following:

7.4.1 Ensuring the smooth, orderly loading and departure of Taxicabs;

7.4.2 Maintaining order in the Taxicab Loading Zones;

7.4.3 Calling Taxicabs forward from the Holding Area to the Taxicab Loading Zones in the manner prescribed by the Deputy Executive Director - Operations in connection with rank assignments;

7.4.4 Reporting to the Authority and, as appropriate, to the City Police Department all occurrences or incidents which appear to constitute violations of law, Chapter 55 of the City Code or other applicable law, the Taxicab Starter Agreement, or these Rules and Regulations;

7.4.5 Ensuring Taxicab trips are processed on a non-preferential basis and in accordance with the guidelines established in this Section 7;

7.4.6 Ensuring that each Driver displays his or her City driver’s permit and each Taxicab displays its Permit Decal, Barcode, City Vehicle Permit, and Credit Card displays as specified in Section 7.2.7. ;

7.4.7 Directing Passengers to alternative forms of transportation requested, including Passengers with out-of-town transportation needs (e.g. areas serviced by Out-of-Town Shuttle Operators). Failure to provide accurate information will constitute a violation of these Rules and Regulations for Misleading Information;

7.4.8 Offering taxi service as provided in this Section 7 and the Taxicab Starter Agreement, and advising Passengers of authorized Taxicab rates, if requested;

7.4.9 Attempting to settle on-site disputes among Taxicab Drivers either through individual efforts or through assistance of the Authority and/or the City Police Department;

7.4.10 Maintaining and delivering to the Authority in a timely manner an accurate daily log which reflects, for each outbound Taxicab trip, the number of the Taxicab making such trip, the Taxicab Operator that holds the Permit for the Taxicab, the number of Passengers, the destination (by zone or otherwise), and the time of departure;

7.4.11 Maintaining and delivering to the Authority an accurate weekly log which reflects the number of outbound Taxicab trips from the Airport made by Vehicles associated with each Taxicab Operator;

7.4.12 Investigating and responding to (or ensuring that the subject Taxicab Operator investigates and responds to) Passenger complaints regarding Starter service (whether complaints are received verbally or in writing and whether received by the Taxicab Starter directly from the Passenger, customer or the Authority). The Starter shall provide to the Authority a copy of any written complaint or a written description of any verbal complaint and a copy of the written response to each complaint. All Taxicab Operators shall conduct and cooperate in investigations of Passenger or customer complaints (whether conducted by the Authority or by a Starter) and shall respond to any customer or Passenger complaints concerning Taxicab service provided by such Taxicab Operator when requested to do so by the Executive Director or a Taxicab Starter.

7.5 **Records to Be Provided.** At the request of the Deputy Executive Director - Operations, each Taxicab Operator shall provide within five (5) business days, any records required to be maintained by such Taxicab Operator pursuant to Chapter 55 of the City Code.

7.6 **Transportation Concessionaire.** The Transportation Concessionaire will be responsible for providing ground transportation services in accordance with the Concession Agreement with the Authority. The Transportation Concessionaire will be responsible for its Drivers, non-Drivers, Affiliates or any other Person engaged in GT Operations at the Airport, and if such actions constitute a violation of these Rules and Regulations, the Transportation Concessionaire will be responsible for any and all penalties and suspensions resulting from a violation of these Rules and Regulations separate and aside from any action taken by the Authority regarding the Concession Agreement with the Authority.

7.7 **Out-of-Town Shuttle Operator.** GT Operators requesting an Out-of-Town Shuttle Permit shall be required to submit a Permit Application with company information pursuant to this Section 7.7 for consideration by the Deputy Executive Director - Operations, who will authorize each new Out-of-Town Shuttle Permit and additional Out-of-Town Shuttle Vehicle Permit Decals based on the Authority's determination of Passenger market demand and the current supply of Out-of-Town Shuttle Operators. Out-of-Town Shuttle Permit Holders with an active and valid Permit as of this amendment (March 19, 2008), will be exempt from compliance with Section 7.7.1, 7.7.2, and 7.7.3, so long as the current Out-of-Town Shuttle Permit Holder (i) maintains a status of good standing with the Authority (ii) continues to renew the Permit without interruption each subsequent Permit term (iii) has no change to the ownership status of the company (no sale or transfer of any portion of the company, no additional shareholders or owners, no mergers or acquisitions of the company). If the Deputy Executive Director - Operations determines an Out-of-Town Shuttle Permit Holder who is exempt from the additional requirements in Sections 7.7.1, 7.7.2, and 7.7.3 is not in compliance with Section 7.7 or Section 3.4.11, the Out-of-Town Shuttle Permit will be revoked and the Permit Holder will be required to immediately comply with Section 3.4.11 and this Section 7.7 in its entirety for consideration by the Deputy Executive Director - Operations to renew the Out-of-Town Shuttle Permit. Out-of-Town Shuttle Permit Holders shall comply with the following requirements.

7.7.1 **Out-of-Town Business Model.** An Operator requesting to become an Out-of-Town Shuttle Permit Holder will be required to submit a completed Out-of-Town Shuttle Permit Application and provide additional company information that lists at a minimum (i) the location and nature of the Out-of-Town Shuttle Service Center (ii) the year, make, and model of each Commercial Vehicle to be used for transportation service by the Operator (iii) the list of Trips between the Airport and Out-of-Town Shuttle Service Center that will be the actual Operator's Schedule on File.

7.7.2 **Out-of-Town Shuttle Service Center.** An Operator requesting to become an Out-of-Town Shuttle Permit Holder shall be required to provide and maintain an Out-of-Town Shuttle Service Center located in

the intended Service Zone of the Operator, to be used as a GT Operations service point between the Airport and the Service Zone. The address of the Out-of-Town Shuttle Service Center must be verifiably registered in the name of the company, or Operator, as listed on the occupational license and county tax records. If the Out-of-Town Shuttle Service Center is not listed on county tax records, a legal and binding contract that specifies the verifiable address for the company or Operator is required. The Out-of-Town Shuttle Service Center must be an actual location and address, not a P.O. Box.

7.7.3 **Out-of-Town Shuttle Dispatch Service.** An Operator requesting to become an Out-of-Town Shuttle Permit Holder shall be required to provide and maintain an Out-of-Town Shuttle Dispatch Service with continuous twenty-four hour per day telephone service for Passenger contact.

7.7.4 **Fares and Schedule on File.** An Operator requesting to become an Out-of-Town Shuttle Permit Holder shall, at the time of initial Permit Application and renewal of each Permit, provide a schedule of fares intended to be charged to its Passenger, and a schedule of Trips it intends to operate to and from the Airport. The schedule of fares submitted with the Permit Application must be consistent with that on file with the City of Orlando Vehicle-for-Hire Department. It shall be the responsibility of the Permit Holder to assess fares in compliance with its schedule of fares, operate its Vehicles in accordance with its Schedule on File with the Authority, and to keep both the schedule of fares and Schedule on File accurate and current by providing the Deputy Executive Director - Operations with written notification of changes at least seven (7) days in advance. Failure to keep such schedule of fares and operating schedule accurate and current shall be cause for the Deputy Executive Director - Operations to revoke the Out-of-Town Shuttle Permit.

7.7.5 **Service Zone.** An Out-of-Town Shuttle Operator shall have the privilege of providing demand ground transportation service from the Airport to the one (1) specific Service Zone listed on the Permit Application and as authorized by the Deputy Executive Director - Operations. The Service Zone is the out of town area which is located northeast, southeast, southwest, or northwest of the Airport, as depicted in Exhibits "E" and "F".

7.7.6 **Prohibited Service Zone.** An Out-of-Town Shuttle Operator shall be prohibited from providing ground transportation service from the Airport utilizing a Vehicle with an Out-of-Town Shuttle Permit to any location within the tri-county area of Orange, Seminole and Osceola counties, as depicted in Exhibits "E" and "F", or any Service Zone other than that which the Out-of-Town Shuttle Operator is authorized to provide service to in accordance with their current Permit Application.

7.7.7 **Commercial Lane Requirements.** There shall be no more than one (1) Out-of-Town Shuttle Vehicle per Permit Holder in either Commercial Lane at any one time, except when either providing Trips in Excess of Schedule as specified in Section 7.7.13, or when an Out-of-Town Shuttle Permit Holder may operate an additional Vehicle(s) that has been permitted as either a Vehicle-for-Hire (V Permit) or as a Non-Concessionaire (N Permit) Vehicle in compliance with Section 7.7.8.

7.7.8 **Permit Restrictions.** By requesting and accepting one (1) or more Out-of-Town Shuttle Vehicle decals, a Permit Holder agrees to use such permitted Vehicle(s) exclusively to provide Out-of-Town Shuttle service in accordance with the requirements and restrictions for this category of ground transportation service. Such permitted Vehicle(s) shall not be used to provide either pre-arranged or demand service to any location in the tri-county area as described in Section 7.7.6, or any Service Zone from which the Out-of-Town Shuttle Operator is prohibited from providing service. An Out-of-Town Shuttle Permit Holder may request and be issued Permits to operate additional Vehicles as either Vehicles-for-Hire (V Permit) or as Non-Concessionaire (N Permit), in accordance with the requirements and restrictions in either of those categories, provided that such permitted Vehicles shall not be used to provide service as an Out-of-Town Shuttle and will not be authorized to be in the Out-of-Town Shuttle area designated on the Commercial Lane.

7.7.9 **Advertising Requirements and Restrictions.** An Out-of-Town Shuttle Permit Holder may be linked from the Authority's web site provided it operates exclusively as an Out-of-Town Shuttle, and does not hold Permit Decals to operate as a Vehicle-for-Hire (V Permit) or as a Non-Concessionaire (N Permit) and does not advertise any destination to which the Permit Holder is prohibited from providing transportation service. The Out-of-Town Shuttle Permit Holder must display and advertise in a professional and visible

manner on the exterior of each Out-of-Town Shuttle Vehicle, the authorized destination area(s) located within the Service Zone of the Permit Holder. An Out-of-Town Shuttle Permit Holder shall not list any destination, attraction or location which lies within a Service Zone that the Permit Holder is not authorized to service or the tri-county area of Orange, Seminole and Osceola counties.

7.7.10 **Vehicle Requirements.** Limousines, luxury sedans and luxury vans shall not be permitted to operate as Out-of-Town Shuttles.

7.7.11 **Schedule on File and Compliance.** An Out-of-Town Shuttle Permit Holder shall submit to the Deputy Executive Director - Operations a daily Schedule on File to which it intends to provide ground transportation service to and from the Airport. There shall be a minimum of four (4) daily round Trips between the Service Zone and the Airport, seven (7) days every week, with at least one (1) departure from the Airport prior to 1:00 p.m. and one (1) departure from the Airport after 6:00 p.m. each day. Terminals A and B shall be provided service on each round Trip. An Out-of-Town Shuttle Permit Holder shall be obligated to operate each Trip on its schedule. At least 80% of these Trips are required to be completed and operated on time as defined in Section 7.7.12. Unannounced random schedule compliance checks will be conducted by the Deputy Executive Director - Operations who will revoke the Out-of-Town Shuttle permit of any Out-of-Town Shuttle Permit Holder that fails to achieve at least 30% schedule compliance in two consecutive schedule compliance checks. The Deputy Executive Director - Operations will upon revocation of the Out-of-Town Shuttle permit issue either a vehicle-for-Hire (V) or Non-Concession (N) permit as appropriate at the request of the former Out-of-Town Shuttle Permit Holder. A Permit Holder that has its Out-of-Town Shuttle permit revoked by the Deputy Executive Director - Operations under this Section 7.7.11 may not reapply to operate as an Out-of-Town Shuttle Operator for a period of one year. A Permit Holder may request to change its Schedule on File not more than once every three (3) months, and shall request authorization from the Deputy Executive Director - Operations at least seven (7) days in advance of the schedule change. An Out-of-Town Shuttle Permit Holder's Schedule on File must only list arrival times at the Airport on the quarter hour, with a maximum transit time of fifteen (15) minutes between Terminal A and Terminal B.

7.7.12 **On Time Compliance.** An Out-of-Town Shuttle Vehicle shall be considered on time if it arrives in the Commercial Lane within thirty (30) minutes of its scheduled arrival time on file with the Authority. For purpose of this Section 7.7.12, any entry into the Commercial Lane of an Out-of-Town Shuttle Vehicle that is not within thirty (30) minutes of its arrival time according to the Schedule on File shall be deemed to be a Trip in Excess of Schedule and will be subject to the pre-arranged Passenger requirements specified in Section 6. Such entry by the Out-of-Town Shuttle Vehicle will not be credited to the Permit Holder for the purpose of compliance with the operating schedule as specified in Section 7.7.11. Out-of-Town Shuttle Vehicles shall depart the Commercial Lane at the departure time listed on the Schedule on File unless waiting for a delayed pre-arranged Passenger and in such case in accordance with Section 6.7.2.1. Failure to depart the Commercial Lane at the time listed on the Schedule on File will constitute a violation of "Unauthorized Parking" and the Out-of-Town Shuttle Operator will be required to depart the Commercial Lane as directed by the Ground Transportation Agent.

7.7.13 **Trips in Excess of Schedule on File.** An Out-of-Town Shuttle Permit Holder may operate Trips in excess of its Schedule on File, but must restrict Passengers to those who have pre-arranged transportation prior to the Vehicle's entry onto Airport property and shall be required to load such Passengers in the space on the Commercial Lane designated for Out-of-Town Shuttles. In no case shall demand Passengers be provided transportation by an Out-of-Town Shuttle Operator on a Trip which is not included on the Schedule on File.

7.7.14 **Failure to Charge Rate on File.** An Out-of-Town Shuttle Operator shall charge its Passenger(s) only those fares on file with the Authority

7.7.15 **Fare Payment by Credit Card.** Out-of-Town Shuttle Operators must, at a minimum, accept VISA, MasterCard, and American Express credit cards from Passengers for payment of fares, at no additional cost to the Passenger. Each Out-of-Town Shuttle Vehicle must display notice of each credit card accepted for payment in a legal manner on the exterior of the Vehicle, and in the interior of the Vehicle.

Failure to comply with this requirement will be deemed a violation of “Misleading Information” as specified in Section 9.6.1.

7.7.16 **Voluntary Suspension of Service.** An Out-of-Town Shuttle Permit Holder may elect to voluntarily suspend service at the Airport on a temporary basis no more than three (3) times within any twelve (12) month period, provided such request is submitted in writing to the Deputy Executive Director - Operations in accordance with Section 3.4.10. Such written notice shall indicate the start date of the voluntary suspension period, as well as the anticipated date of return to service. In anticipation of resuming service at the Airport and pursuant to Section 7.7.11, the Permit Holder will be required to submit a new daily Schedule on File seven (7) days in advance of the anticipated return to service at the Airport. An Out-of-Town Shuttle Permit Holder who elects and receives a voluntary suspension of service at the Airport will be prohibited from its Vehicles entering the Airport during such suspension period, and the Permit Holder will be deemed in violation of Permit Holder Operating While Under Suspension for entering the Airport in violation of this Section 7.7.16.

7.7.17 **Refusal of Fares.** No Out-of-Town Shuttle Operator may refuse transportation service to a Passenger requesting demand service in accordance with these Rules and Regulations.

7.7.18 **Records to Be Provided.** At the request of the Deputy Executive Director - Operations, each Out-of-Town Shuttle Operator shall provide within five (5) business days, any records required to be maintained by such Out-of-Town Shuttle Operator pursuant to Chapter 55 of the City Code.

7.7.19 The Out-of-Town Shuttle Operator will be responsible for providing ground transportation services in accordance with these Rules and Regulations and the Authority’s Permit Application. The Out-of-Town Shuttle Permit Holder will be responsible for its Drivers, non-Driver, Affiliates or any other Person engaged in GT Operations at the Airport, and if such actions constitute a violation of these Rules and Regulations, the Out-of-Town Shuttle Permit Holder will be responsible for any and all penalties and suspensions resulting from a violation of these Rules and Regulations, in addition to any action taken by the Authority as specified in the Permit Application with the Authority.

**SECTION 8
FEES**

8.1 **Payment of Fees.** Each Permit Holder shall pay all applicable Dwell Time Fees, Privilege Fees and Taxicab Starter Fees.

8.1.1 **Payment of Dwell Time and Privilege Fees.** All Permit Holders must pay Dwell Times Fees and Privilege Fees on a monthly basis based on Commercial Lane activity monitored by Electronic Control Devices. For each Permit Holder paying Dwell Time Fees and Privilege Fees on a monthly basis, the Permit Holder will be required to have a Permit Decal and Barcode on each Vehicle for the purpose of collecting revenue control information.

8.1.2 **Electronic Control Device.** Each Electronic Control Device shall be affixed to the Commercial Vehicle for which it was issued in the manner prescribed by the Authority. All Electronic Control Devices issued by the Authority to a Permit Holder shall at all times remain the property of the Authority, and Electronic Control Devices issued to a Permit Holder shall be returned to the Authority on demand. If a Permit Holder loses or destroys an Electronic Control Device, or has an Electronic Control Device stolen or destroyed, the device shall be replaced solely at the Permit Holder's cost and expense for a non-refundable fee of \$50.00. Permit Holders must immediately notify the Airport Operations – Ground Transportation Services Office if an Electronic Control Device is lost, destroyed, or stolen, and the Permit Holder will be responsible for any and all fees for an Electronic Control Device until such time as notification is received.

8.1.3 **Permit Decal and Electronic Control Device Requirement.** Permit Holders are required to operate each Vehicle with the specific Permit Decal and Electronic Control Device assigned to the Vehicle. Failure to operate a Vehicle with the specific Permit Decal and Barcode assigned to the Vehicle will be a violation of Failure to Affix Permit Decal.

8.1.4 **Consumer Price Index Fee Adjustment.** The Deputy Executive Director - Operations shall annually conduct a Consumer Price Index (CPI) based review of the per-trip Dwell Fees and Privilege Fees. The review will use the Consumer Price Index, United States Average, Urban Wage Earners and Clerical Workers (CPI-W) to determine the increase in the index since the fees were last set. If the review determines the CPI-W increased at least five percent (5%) since the fees were last set, a recommendation will be made to the Ground Transportation Committee to increase the per-trip Dwell and Privilege Fees up to an amount approximately equal to the increase in the CPI-W since the fees were last set. The Deputy Executive Director - Operations shall notify all Permit Holders of any adjustment of the per-trip Dwell Fees and Privilege Fees at least 30 days prior to the implementation of the new fees.

8.2 **Evading Fees.** Drivers are prohibited from committing or attempting to commit any act that causes the Authority's revenue control system to fail to detect the presence of such Driver's Commercial Vehicle on Level 1, or in the case of Taxicab (T Permit) Operator performing a prearranged Meet and Greet, a Taxicab Permit Holder is required to report such Trip(s) in accordance with these Rules and Regulations.

8.3 **Dwell Time Fees.** Permit Holders shall pay Dwell Time Fees as follows:

8.3.1 **Vehicle-for-Hire (V) Permit Holders and Taxicab (T) Permit Holders.** V Permit Holders and Taxicab (T) Permit Holders (for Taxicab meet and Greet only) shall be charged \$2.85 for each half-hour period the Vehicle is on Level 1, or any part thereof.

8.3.1.1 **Taxicab Meet and Greets.** Drivers or Affiliates with a T Permit that perform Meet and Greets outside the Taxicab operations provided by Starters (as specified in Section 7.2 and Section 7.3) are subject to Dwell Time Fees and Privilege Fees as provided in Sections 8.3.1 and 8.4.5, respectively. Taxicab Permit Holders are required to report Taxicab (T Permit) Meet and Greets to the Airport Operations - Ground Transportation Services Office on a monthly basis.

8.3.1.2 **Taxicab Operations.** At the direction of the Deputy Executive Director - Operations, Taxicab operations may be conducted on the Commercial Lanes. In such instances, the Dwell Time Fees for providing demand taxi service pursuant to Section 7.2.6 will not be assessed.

8.3.2 **Parking Operator (P), Off-Airport Rental Car Operator (R), Non-Concessionaire (N), and Out-of-Town Shuttle (S) Operator.** P, R, N, and S Permit Holders shall be charged as follows:

8.3.2.1 **Class I Vehicles.** \$0.75 for the first ten-minute period the Vehicle is on Level 1, or any part thereof, and \$2.15 for each subsequent ten-minute period, or any part thereof;

8.3.2.2 **Class II Vehicles.** \$2.15 for the first fifteen-minute period the Vehicle is on Level 1, or any part thereof, and \$4.30 for each subsequent fifteen-minute period, or any part thereof;

8.3.2.3 **Class III Vehicles Operated by R and P Permit Holders.** \$4.30 for the first twenty-minute interval, or any part thereof, and \$7.10 for each subsequent twenty-minute interval, or any part thereof;

8.3.2.4 **All Other Class III Vehicles.** \$2.15 for the first twenty-minute interval, or any part thereof, and \$3.55 for each subsequent twenty-minute interval, or part thereof;

8.3.3 **Cash Payment of Dwell Time and Privilege Fees.** In certain cases involving a Commercial Vehicle without a Permit Decal or Electronic Control Device, the Deputy Executive Director - Operations may grant an exception to Section 8.1.1 and authorize the Operator, Driver or Affiliate to pay the applicable Dwell Time Fee and Privilege Fee in cash.

8.3.4 **Dual Permit Holder Operations.** A Permit Holder is restricted from providing other GT Operations at the Airport that is not authorized and in accordance with the Permit Holder's Permit Application with the Authority. Permit Holders are required to disclose such other ground transportation service to the Authority in the manner provided in Section 3.4, and the Permit Holder will be required to obtain any and all other required permits. In addition, the Permit Holder will pay Dwell Time Fees according to the highest category pursuant to the Permit Decal. The Deputy Executive Director - Operations reserves the right to immediately revoke the Permit of an Operator that fails to disclose ground transportation services as specified in Section 3.4 or fails to comply with this Section 8.3.4.

8.4 **Privilege Fee.**

8.4.1 **Concessionaire (C) Permit Holders.** C Permit Holders shall be assessed Privilege Fees as provided in that Concessionaire's concession agreement with the Authority.

8.4.2 **Taxicab (T) Permit Holders.** T Permit Holders shall be assessed Privilege Fees of \$3.00 per Taxicab Trip from the Airport or over any part of Airport property, except for those Trips pursuant to Section 8.3.1.1. The number of Taxicab Trips made from the Airport or over any part of Airport property shall be determined based on the logs maintained by the Starters, or other methods of auditing used by the Authority pursuant to Section 7.3.10. Taxicab Operators that provide GT Operations for Meet and Greets pursuant to Section 8.3.1.1 will be assessed fees as specified in Section 8.3.1 and 8.4.5.

8.4.3 **Off-Airport Rental Car Operator (R) Permit Holders.** R Permit Holders shall be assessed Privilege Fees in the amount of ten percent (10%) of the Off-Airport Rental Car Operator's Airport Gross Receipts.

8.4.4 **Parking Operator (P) Permit Holders.** P Permit Holders shall be assessed Privilege Fees in the amount of ten percent (10%) of the Parking Operator's Airport Gross Receipts.

8.4.5 **Non-Concessionaire (N), Vehicles-for-Hire (V), Taxicab (T), and Out-of-Town Shuttle (S) Permit Holders.** N, V, and S Permit Holders, and T Permit Holders performing a Meet and Greet, shall be assessed Privilege Fees as follows:

- 8.4.5.1 **Class I Vehicles.** \$2.40 Vehicle trip through the Commercial Lane;
- 8.4.5.2 **Class II Vehicles.** \$4.80 per Vehicle trip through the Commercial Lane;
- 8.4.5.3 **Class III Vehicles.** \$3.65 per Vehicle trip through the Commercial Lane.

8.4.6 **Starter Fees.** Each Taxicab Operator shall pay its Starter Fees.

8.5 **Monthly Billing and Time for Payment.** Each Permit Holder paying Dwell Time Fees and Privilege Fees on a monthly basis and each Permit Holder responsible for paying Starter Fees shall pay all such fees as follows:

8.5.1 **Billing of Dwell Time Fees.** Each Permit Holder will be billed monthly for Dwell Time Fees incurred during the prior month. Billed Dwell Time Fees are due upon receipt and must be paid within twenty (20) calendar days of the date of the bill.

8.5.2 **Billing of Privilege Fees.**

8.5.2.1 **Concessionaires.** Each Concessionaire will be billed for and shall pay its Privilege Fees in accordance with the provisions of that Concessionaire's concession agreement with the Authority.

8.5.2.2 **Taxicab Operators.** Each Taxicab Operator will be billed monthly for Privilege Fees incurred during the prior month. Billed Privilege Fees are due upon receipt and must be paid within twenty (20) calendar days of the date of the bill.

8.5.2.3 **Off-Airport Rental Car Operators.** On or before the 15th day of each calendar month, each Off-Airport Rental Car Operator shall remit its Privilege Fees due with respect to the immediately preceding calendar month, together with a Statement of Receipts for the immediately preceding calendar month. The Off-Airport Rental Car Operator shall submit a Statement of Receipts (Exhibit "G") even if such Off-Airport Rental Car Operator earned no Airport Gross Receipts during the immediately-preceding calendar month. If an Off-Airport Rental Car Operator had no Airport Gross Receipts, the Statement of Receipts shall set forth the Off-Airport Rental Car Operator's Gross Receipts during the immediately preceding month and shall demonstrate to the satisfaction of the Executive Director that none of such Gross Receipts constituted Airport Gross Receipts.

8.5.2.3.1 **Failure to Furnish Information.** If an Off-Airport Rental Car Operator fails to furnish to the Authority any monthly Statement of Receipts, annual Certified Written Statement, or annual statement in lieu of Certified Written Statement within the time required by Sections 8.5.2, 8.8.1 or 8.8.2, the Off-Airport Rental Car Operator shall pay within ten (10) days of the date of the demand letter therefore by the Authority as additional fees, a special handling fee of One Hundred Dollars (\$100.00) per statement per day until such statement is delivered to the Authority. This remedy shall be in addition to any and all other remedies provided in these Rules and Regulations or by law.

8.5.2.4 **Parking Operators.** On or before the 15th day of each calendar month, each Parking Operator shall remit its Privilege Fees due with respect to the immediately preceding calendar month, together with a Statement of Receipts for the immediately preceding calendar month. The Parking Operator shall submit a Statement of Receipts even if such Parking Operator earned no Airport Gross Receipts during the immediately-preceding calendar month. If a Parking Operator had no Airport Gross Receipts, the Statement of Receipts shall set forth the Operator's Gross Receipts during the immediately preceding month and shall demonstrate to the satisfaction of the Executive Director that none of such Gross Receipts constituted Airport Gross Receipts.

8.5.2.4.1 **Failure to Furnish Information.** If a Parking Operator fails to furnish to the Authority any monthly Statement of Receipts, annual Certified Written Statement, or annual statement in lieu of Certified Written Statement within the time required by Sections 8.5.2, 8.8.1 or 8.8.2, the Parking Operator shall pay within ten (10) days of the date of the demand letter therefore by the Authority as

additional fees, a special handling fee of One Hundred Dollars (\$100.00) per statement per day until such statement is delivered to the Authority. This remedy shall be in addition to any and all other remedies provided in these Rules and Regulations or by law.

8.5.2.5 **Non-Concessionaire Operators.** Each Non-Concessionaire Operator will be billed monthly for its Privilege Fees. Billed Fees are due upon receipt and must be paid within twenty (20) calendar days of the date of the bill.

8.5.3 **Billing of Starter Fees.** Each Taxicab Operator will be billed monthly for the Starter Fees incurred during the prior month. Billed Starter Fees are due upon receipt and must be paid within twenty (20) calendar days of the date of the bill.

8.6 **Place for Payment.** Remittance of any Dwell Time Fee, Privilege Fee or Taxicab Starter Fee shall be mailed to: Greater Orlando Aviation Authority, Post Office Box 864634, Orlando, Florida 32886-4634.

8.7 **Failure to Pay Fees.** No Permit Holder may operate at the Airport unless the Permit Holder has timely paid all applicable Dwell Time Fees, Privilege Fees, and Taxicab Starter Fees, fees associated with any Notice of Violation, or other financial fee pursuant to Section 8 and 9. The Permit Holder shall pay to the Authority, in addition to any and all other late fees and penalties, interest on any overdue sum which shall accrue at the rate of the lesser of eighteen percent (18%) per annum or the maximum rate of interest allowed by law from the last day on which the sum should have been paid.

8.7.1 **Non-Sufficient Fund Fee.** A non-refundable fee will be applied to a Permit Holder that remits a check that is returned to the Authority for non-sufficient funds, and the Permit Holder will be immediately placed on suspension until all applicable fees, late fees, and penalties are paid in full.

8.7.2 **Reinstatement Fee.** Prior to being allowed to return to service at the Airport, a Permit Holder that has been placed on suspension due to its failure to fulfill financial obligations pursuant to Sections 8 and 9, or failure to comply with insurance requirements set forth in Sections 3 and 4, will be required to pay a non-refundable reinstatement fee of \$100.00 in addition to any and all other late fees and penalties due by the Permit Holder.

8.8 **Annual Certification by Off-Airport Rental Car Operators and Parking Operators.**

8.8.1 **Certified Written Statement Required.** Within ninety (90) calendar days following the end of a Permit term, each Off-Airport Rental Car Operator and each Parking Operator (each referred to in this Section 8.8 as an "Operator,") without demand and at its own cost and expense, shall provide the Authority a schedule of Gross Receipts and Privilege Fees paid as set forth below, accompanied by an independent auditor's report expressing an unqualified opinion on such schedule as of the end of that Permit term, prepared in accordance with generally accepted auditing standards and these Rules and Regulations and certified by an independent certified public accountant licensed to practice in the State of Florida who is not an employee of the Operator or a Certified Public Accountant who holds a valid temporary permit to practice in the State of Florida at the time the certification is issued and who is not an employee of the Operator, or an out of state licensed Certified Public Accountant which the NASBA National Qualification Appraisal Service has verified to be in compliance with the CPA licensure requirements of the AICPA/NASBA Uniform Accountancy Act and who is not an employee of the Operator.. In the event of conflict between the requirements of generally accepted auditing standards and these Rules and Regulations, the provisions hereof shall govern. Such report on audit shall set forth, both for each month during the term and of the Permit cumulatively for the term of the Permit:

8.8.1.1 the Operator's Gross Receipts;

8.8.1.2 the Operator's Airport Gross Receipts;

8.8.1.3 the Privilege Fees the Operator incurred;

8.8.1.4 the Privilege Fees the Operator actually paid to the Authority; and

8.8.1.5 the difference, if any, between the Privilege Fees the Operator incurred and the Privilege Fees such Operator actually paid to the Authority, plus the amount of interest accrued as of the date of such statement calculated at the rate of the lower of 18% per annum or the maximum rate of interest allowed by law from the date the Privilege Fees should have been paid to the date of actual payment by the Operator.

8.8.2 **Statement in Lieu of Certified Written Statement.** In lieu of the Certified Written Statement required under Section 8.8.1 and within ninety (90) calendar days following the end of a Permit term, any Parking Operator that has Airport Gross Receipts of less than \$100,000.00 and any Off-Airport Rental Car Operator that has Airport Gross Receipts of less than \$500,000.00 during a Permit term may submit to the Authority a written statement prepared by such Operator, containing the information required by Section 8.8.1, provided that the statement is notarized and its truth is attested to by either an officer or director of such Operator (if such Operator is a corporation) or a partner or the owner of such Operator (if such Operator is a partnership or proprietorship) who shall sign such statement under oath. See Exhibit "H" for a sample statement in lieu of certified written statement by a Certified Public Accountant. By submitting a statement authorized under this Section 8.8.2, an Operator agrees that the Authority may audit or examine (or hire an agent to audit) any or all records or accounts maintained by that Operator pursuant to Section 8.9 to determine the accuracy of the Operator's statement and that the Operator will pay the Authority's reasonable cost of performing the audit or examination.

8.8.3 **Requirement to Satisfy Underpayment.** If either the Certified Written Statement submitted pursuant to Section 8.8.1, the statement submitted pursuant to Section 8.8.2, or the audit performed pursuant to Section 8.8.2 reveals that the amount of Privilege Fees an Operator actually incurred and should have paid to the Authority during a Permit term is greater than the total of such Privilege Fees the Operator paid to the Authority, then the Operator shall pay the difference to the Authority, without demand, at the time it submits to the Authority such statement or, in the case of an audit, within thirty (30) days of notice by the Authority of the difference, together with payment of interest which shall accrue on such difference at the rate of the lower of eighteen percent (18%) per annum or the maximum rate of interest allowed by law, calculated from the date the Privilege Fees should have been paid to the date of actual payment by the Operator.

8.8.4 **Refund of Overpayment.** If the Privilege Fees actually paid by an Operator during a Permit term exceed the Privilege Fees such Operator actually incurred, then the Operator shall be entitled to a credit in the amount of the excess against the Privilege Fees next due and owing from the Operator to the Authority. If the Operator does not renew its Permit, then the Authority shall refund the difference to the Operator within thirty (30) days of the Authority's receipt of the Operator's Certified Written Statement or statement in lieu of Certified Written Statement or Authority's completion of its audit or examination.

8.8.5 **Certification of Fees for Permit Holders Closing Out Their Business.** Parking Operators and Off-Airport Rent-A-Car Operators who close out their business and surrender their Permit Decals will provide to the Authority either a Certified Written Statement as required in Section 8.8.1, or a Statement in Lieu of a Certified Written Statement as required in Section 8.8.2, as appropriate, for that portion of the Permit Year the Permit Holder was operating and submitting monthly Airport Gross Receipts reports. The return of any Security Deposit as described in Section 4.6 will be withheld until such time as the certification of fees report required in this Section 8.8.5 has been received by the Authority and approved by the Authority's Finance Department.

8.9 **Books and Records to be Maintained by Off-Airport Rental Car Operators and Parking Operators.**

8.9.1 **Maintenance of Books and Records.** During any Permit term, and for a period of four (4) years thereafter, each Off-Airport Rental Car Operator and each Parking Operator (each referred to in this Section 8.9 as an "Operator") shall maintain such original books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards in performing an audit or examination of the Operator's Gross Receipts and Airport Gross Receipts and such original books and records shall contain records of all the Company's receipts in connection with its operations computed or

recorded in accordance with generally accepted accounting principles consistently applied except to the extent such principles or standards may conflict with the provisions of these Rules and Regulations. In addition, the Operator shall account for all revenues and receipts of any nature related to transactions in connection with these Rules and Regulations entered into at its Airport Facility or at any separate facility operated by the Operator hereunder in a manner which segregates in detail those transactions from other transactions of the Operator and which supports the amounts reported to the Authority in the Operator's monthly Statement of Receipts prepared in accordance with 8.5.2. At a minimum, the Operator's accounting for such revenues and receipts shall include the following: (i) a separate numbering system, identifying the location of each transaction, for transactions in connection with these Rules and Regulations, (ii) a compiled report of rental agreements showing all Airport Gross Receipts and Gross Receipts and all exclusions from Airport Gross Receipts and Gross Receipts by location and category and by individual rental agreements. The report shall be itemized by location and subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to the Authority under Section 8.5.2 and shall be reconciled to the amounts posted on the Operator's general ledger if different or offset or netted with other amounts posted to the general ledger and shall be reconciled to the amounts posted to the Operator's general ledger if different or offset or netted with other amounts posted to the general ledger. If any litigation, claim or audit is commenced prior to expiration of such four (4) year period but extends beyond such period, the Operator must retain such original books and records until the litigation, claim or audit has been finally resolved. Such original books and records shall be maintained in the form of (a) electronic media compatible with or convertible to format compatible with computer utilized by the Authority at its offices, (b) computer run hard copy, or (c) legible microfiche or microfilm, together with access to a microfiche or microfilm reader. Such original books and records shall be maintained consistent with generally accepted accounting principles, shall be segregated from the Operator's original books and records relating to operations other than pursuant to a Permit, shall contain records of all applicable individual agreements and receipts associated with such agreements for each of the Operator's Airport Facilities and shall contain a breakdown of such receipts into the components of Gross Receipts and any exclusions therefrom. Such original books and records shall be maintained in a manner to allow for the audit or examination required in Section 8. Daily business reports shall not suffice to take the place of records of such agreements and receipts properly recorded in the Operator's general ledger, revenue journals and/or summaries. The Operator shall also keep complete records of all other transactions pertaining to the business conducted at each of the Operator's Airport Facilities. If requested, the Operator shall provide the Authority with a computer file compatible with Authority software that details monthly transactions pursuant to Sections 8, 11 and 12.

8.9.2 **Inspection Rights.** The Authority and/or its duly authorized representative shall have the right, at any time during a Permit term and for four (4) years after the end of such term, upon reasonable notice and during reasonable business hours and in a manner that is not unduly disruptive of the Operator's business, to inspect the Operator's original books and financial records including, but not limited to, the Operator's general ledger. The Operator shall, if requested, freely lend its own assistance in making such inspection, and, if such records are maintained in electronic or other machine-readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records including providing such records in electronic read-only format compatible with computers utilized by the Authority if requested by the Authority.

8.9.3 **Inspection Outside Orlando.** If the Operator's original books and records are not available for inspection within the City, the Operator shall, as directed by the Authority, either (i) transport said original books and records to the primary offices of the Authority within thirty (30) days of the Authority's determination pursuant to Section 8.9.3, or (ii) allow representatives of the Authority to inspect the Operator's original books and records at a location where the Operator maintains the books and records within forty-five (45) days of the Authority's determination pursuant to this Section 8.9.3.

8.9.4 **Audit Rights.** The Authority shall have the right, upon reasonable notice to the Operator, to make an audit or cause an audit, examination or inspection to be made of the Operator's original books and records and computerized accounting systems relating to the Operator's operations (including, but not limited to, those books and records the Operator is required to maintain under Section 8.9, above) in order to determine the correctness of the fees paid by the Operator to the Authority for any Permit term which ended no more than four (4) years prior to the date of commencement of such audit. Such audit, examination, or inspection

may include, but is not limited to, a review of general, input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Operator shall, if requested, freely lend its own assistance in making such audit, examination or inspection, and, if such records are maintained in electronic and other machine-readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records within thirty (30) days from the original request. The Operator also shall lend such assistance and support freely to the Authority as the Authority may reasonably request in the conduct of any customer origin/destination or other survey as the Authority deems necessary.

8.9.5 **Computer Records.** If printed hard copies of the Operator's books and records are not available, the Operator shall afford the Authority computer modem access to the records pertaining to the Operator's operations at each of its Airport Facilities or read only computer file, compatible with Authority software.

8.9.6 **Other Information.** In addition to the books and records specifically required herein, the Operator shall, upon reasonable notice, supply to the Authority any other financial or statistical reports or records that the Executive Director may request for the purpose of determining the accuracy of the Gross Receipts or Airport Gross Receipts reported by the Operator. Such reports or records shall be provided within thirty (30) days after request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for purposes of determining amounts payable to the Authority.

8.9.7 **Record-Keeping Equipment Required.** In addition to maintaining the books and records required by Section 8.9, each Operator shall cause to be installed in any Airport Facility, and shall at all times use, such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary to record properly, accurately and completely all sales and transactions from and on the Airport Facility.

8.9.8 **Requirement to Satisfy Underpayment.** If the audit performed pursuant to Section 8.9.4 reveals that the amount of Privilege Fees an Operator actually incurred and should have paid to the Authority during a Permit term is greater than the total of such Privilege Fees the Operator paid to the Authority, then the Operator shall pay the difference to the Authority, without demand, within thirty (30) days of notice by the Authority of the difference, together with payment of interest which shall accrue on such difference at the rate of the lower of eighteen percent (18%) per annum or the maximum rate of interest allowed by law, calculated from the date the Privilege Fees should have been paid to the date of actual payment by the Operator.

8.9.9 **Refund of Overpayment.** If an audit reveals that the Privilege Fees actually paid by an Operator during a Permit term exceed the Privilege Fees such Operator actually incurred, then the Operator shall be entitled to a credit in the amount of the excess against the Privilege Fees next due and owing from the Operator to the Authority. If the Operator does not renew its Permit, then the Authority shall refund the difference to the Operator within thirty (30) days of the Authority's completion of its audit.

8.9.10 **Audit Expenses.** If an audit or inspection reveals that the amount of Privilege Fees an Operator actually incurred and should have paid to the Authority is more than two percent (2%) greater than the amount of Privilege Fees the Operator paid the Authority, then the Operator shall reimburse the Authority for the entire cost of the audit or inspection.

8.9.11 **Travel Expenses.** If an inspection or an audit is performed at a location outside the City, the Operator shall reimburse the Authority for travel expenses incurred in connection with such inspection or audit, in accordance with the Authority's adopted travel policy, from the office of the person or persons performing the inspection or audit and the location at which the books and records are maintained or the audit is performed for each day of travel and on-site work. After the work is complete, the Authority shall bill the Operator for such travel expenses and the Operator shall promptly pay such bill.

8.9.12 **Failure to Pay Expenses.** Failure to pay any required audit expenses or travel expenses shall constitute a failure to comply with the Operator's financial obligations and the Authority shall have such rights as if the Operator failed to pay a Dwell Time Fee or a Privilege Fee.

8.9.13 **Revenue Control Procedures.** If the audit performed under Section 8.9.4 or inspection performed under Sections 8.9.2 or 8.9.3 establishes that the Operator has understated and underpaid its fees to the Authority for any Permit term by two percent (2%) or more, and that such understatement and underpayment was the result of a deficiency in the Operator's revenue control procedures, then in addition to any other requirements under these Rules and Regulations, the Operator, in consultation with the Authority, shall implement revised revenue control procedures reasonably calculated to eliminate such deficiency.

8.9.14 **Inspection and Audit Rights Survive Expiration.** The Authority's rights under Section 8.9 to inspect and audit the books and records of a Permit shall survive the expiration or earlier termination of any Permit.

8.9.15 **Conflict Between Rules and Regulations and Accounting Practices.** In the event of any conflict between any provision of these Rules and Regulations and generally accepted accounting principles or generally accepted auditing standards, the provisions of these Rules and Regulations shall control even where these Rules and Regulations reference such principles or standards. In particular, without limitation, an Operator shall maintain all original books and records required under these Rules and Regulations to the full extent required hereunder, even if some or all of such records would not be required under such generally accepted accounting or auditing standards.

8.10 **Year 2000.**

8.10.1 **Definition.** For the purposes of this section, "Year 2000 Issues" include accurately processing and displaying date/time information/data (including but not limited to calculations, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, and during the years 1999, 2000 and thereafter, and leap year calculations.

8.10.2 **Representation.** By accepting a Permit pursuant to these Rules and Regulations, each Parking Operator and each Off-Airport Rental Car Operator represents and warrants to Authority that it has taken reasonable steps to obtain representations or certifications with respect to Year 2000 Issues from its providers of software systems, hardware, equipment, telecommunications systems, facilities systems, and business vendors and partners that the Parking Operator or Off-Airport Rental Car Operator believes are critical to the Operator's ability to deliver services and information to the Authority that meet the requirements of these Rules and Regulations.

SECTION 9
PENALTIES FOR VIOLATIONS OF THESE RULES AND REGULATIONS

9.1 **Violations by Drivers and Affiliates.** All Concessionaires (including Rental Car Operators), Permit Holders, Drivers, Resort Transportation Services, Cruise Line Operators, Destination Management Companies, Tour Operators, Affiliates, Authorized Representatives, Skycaps and other Persons are subject to these Rules and Regulations. Permit Holders, Resort Transportation Services, Cruise Line Operators, Destination Management Companies, and Tour Operators are responsible for obtaining the latest version of these Rules and Regulations and ensuring all current and future employees become familiar with, and comply with, these Rules and Regulations. Permit Holders, Resort Transportation Services, Cruise Line Operators, Destination Management Companies, and Tour Operators are responsible for the actions of its Drivers, Affiliates, or any other Person(s) performing GT Operations at the Airport. Permit Holders, Skycap companies, and other Persons are responsible for performing due diligence background checks of all its Drivers, Affiliates, or other Person(s) who perform GT Operations at the Airport. A violation of these Rules and Regulations committed by a Driver, Affiliate, Skycap, or other Person shall be attributed to the Driver, Affiliate or other Person and to the Permit Holder that a preponderance of the evidence indicates the Driver, Affiliate, Skycap, or other Person was operating for at the time of such incident.

9.1.1 **Failure to Provide Vehicle-for-Hire Information.** A Permit Holder that fails to submit information as specified in Section 6.14 will be suspended from operating at the Airport until such time as the Deputy Executive Director - Operations deems satisfaction of the information requested.

9.2 **Permit Holder Operating While Suspended.** If a Permit Holder operates, or allows its Drivers or Affiliates to operate at the Airport, while the Permit Holder's operating privileges are suspended, such Permit Holder will be required to pay \$1,000.00.

9.3 **Driver or Affiliate Operating While Suspended.** If a Driver or Affiliate operates at the Airport while that Driver's or Affiliate's operating privileges are suspended, such Driver or Affiliate will be suspended from operating at the Airport for a period of six (6) months and the Authority will cause a six (6) month trespass warning to be issued to the Driver or Affiliate. The Permit Holder will be required to pay \$1,000.00.

9.4 **Solicitation.** If a Driver or Affiliate engages in Solicitation in violation of Section 5, such Driver or Affiliate will be suspended from operating at the Airport for a period of thirty (30) days and the Permit Holder will be required to pay \$500.00.

9.4.1 **Out-of-Town Shuttle Solicitation.** If a Driver or Affiliate of a Permit Holder that is an Out-of-Town Shuttle Operator, engages in Solicitation in violation of Section 5 or Section 7, such Driver or Affiliate will be suspended from operating at the Airport for a period of thirty (30) days and the Out-of-Town Shuttle Permit Holder will be required to pay \$500.00.

9.4.2 **Transportation Concessionaire Solicitation.** If a Driver or Affiliate of a Transportation Concessionaire engages in Solicitation in violation of Section 5 or Section 7, such Driver or Affiliate will be suspended from operating at the Airport for a period of thirty (30) days and the Transportation Concessionaire will be required to pay \$500.00.

9.4.3 **Rental Car Operator Solicitation.** If a Driver or Affiliate of a Rental Car Operator engages in Solicitation in violation of Section 5 or Section 11, or engages in Solicitation by actions that are not approved and in accordance with the Rental Car Operator's Concession Agreement with the Authority, such Driver or Affiliate will be suspended from operating at the Airport for a period of thirty (30) days and the Rental Car Operator will be required to pay \$500.00.

9.4.4 **Skycap Solicitation.** If a Skycap employed at the Airport engages in Solicitation in violation of Section 5, the MCO Identification Badge of such Skycap will be revoked for a period of thirty (30) days and the Skycap will be prohibited from working at the Airport as a Skycap and the Skycap Company will be required to pay \$500.00.

9.4.5 **Resort Transportation Services, Cruise Line Operators, Destination Management Company, or Tour Operator Solicitation.** If a Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator representative engages in Solicitation in violation of Section 5 at the Airport, the representative of such Resort Transportation Service, Cruise Line Operators, Destination Management Company, or Tour Operator will be prohibited from working at the Airport for a period of thirty (30) days and the Resort Transportation Service, Cruise Line Operators, Destination Management Company, or Tour Operator will be required to pay \$500.00.

9.5 **Category I Violations.** If a Driver, representative of a Resort Transportation Service, Cruise Line Operators, Destination Management Company, Tour Operator, or Affiliate commits any of the acts set forth in this Section 9.5, such representative, Driver or Affiliate will be suspended from operating at the Airport for a period of ten (10) days and the Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator will be required to pay \$250.00.

9.5.1 **Improper Conduct.** Engaging in improper conduct in violation of Section 6.1 or 6.22.

9.5.2 **Unauthorized Presence.** Presence in Baggage Claim, Commercial Lane, GT Concourse or Holding Area while not actively engaged in a Meet and Greet in violation of Section 6.7. A Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate shall be deemed to be present in the Baggage Claim, Commercial Lane, GT Concourse or Holding Area while not actively engaged in a Meet and Greet as specified in Section 6 when (i) the Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate states that he or she does not have a Meet and Greet as required in Section 6; (ii) the Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate is present for unauthorized purposes or exceeds the authorized number of Meet and Greet persons as specified in Section 6.7, or (iii) the Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate is present outside the time limits set forth in Section 6.7.

9.5.3 **Failure to Provide Meet and Greet Information.** When a Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate advises a Ground Transportation Agent that he or she is performing a Meet and Greet, being unable to, refusing to, or otherwise failing to provide all of the information required pursuant to Section 6.12, or providing two or more inaccurate items of information pursuant to Section 9.7.4.

9.5.4 **Unauthorized Loading.** Loading in an unauthorized location in violation of Section 6.16, except as specified in Section 6.16.

9.5.5 **Evading Fees.** Evading detection of a Commercial Vehicle on Level 1 or a Taxicab Permit Holder failing to report a Taxicab Meet and Greet in violation of Section 8.2.

9.5.6 **Trips in Excess of Schedule.** When a Driver or Affiliate of an Out-of-Town Shuttle Permit Holder is unable to provide the Meet and Greet information required in Sections 6.12 in violation of Sections 7.7.12 and 7.7.13.

9.5.7 **Out-of-Town Shuttle Schedule Compliance.** When an Out-of-Town Shuttle Operator fails to operate at least 80% of its Schedule on File in violation of Section 7.7.11. Only the financial penalty associated with this Category I Violation shall apply and be assessed to the Permit Holder. Schedule Compliance Violations shall be counted toward Multiple Violations and Multiple Suspensions, as described in Section 9.9.2 and 9.9.3, but shall apply only to the Permit Holder.

9.6 **Category II Violations.** If a Driver, representative of a Resort Transportation Service, Cruise Line Operator, Destination Management Company or Tour Operator, or Affiliate, commits any of the acts set forth in this Section 9.6, such Driver, representative of the Resort Transportation Service, Cruise Line Operator, Destination Management Company or Tour Operator, or Affiliate, will be suspended from operating at the Airport for a period of three (3) days and the Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator will be required to pay \$150.00.

9.6.1 **Misleading Information.** Providing any Person with false or inaccurate information in violation of Section 6.2, or a Taxicab Starter, Driver or Affiliate failing to comply with these Rules and Regulations, or Sections 7.2.6 or 7.2.7, or an Out-of-Town Shuttle Permit Holder or its Vehicle that violates Section 7.7.15 or advertises an unauthorized location pursuant to Section 7.7.9.

9.6.2 **No Permit Decal.** Operating a Commercial Vehicle, or other Vehicle, belonging to a Permit Holder that has not been issued a valid Permit Decal or a valid Temporary Permit Decal and Barcode and in violation of Section 3 or Section 8.

9.6.3 **Loitering on First Floor of Terminal.** Loitering on the first floor of the Terminal or in a Commercial Lane in violation of Section 6.13.

9.6.4 **Taxicab Violation.** The violation of any portion of Sections 7.1 through 7.3 by the Driver of a Taxicab or a Taxicab Starter.

9.7 **Category III Violations.** Except as provided in Section 9.7.6, if a Driver, representative of a Resort Transportation Service, Cruise Line Operator, Destination Management Company or Tour Operator, or Affiliate, commits any of the acts set forth in this Section 9.7, such Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company or Tour Operator representative, or Affiliate, will be suspended from operating at the Airport for a period of one (1) day and the Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator will be required to pay \$100.00. For the purposes of Section 9.7.6, if a Driver or Affiliate is deemed to have violated Section 9.7.6, such Driver or Affiliate will be suspended from operating at the Airport for a period of one (1) day and the Permit Holder will be required to pay \$80.00.

9.7.1 **Outside Meet and Greet Area.** Standing or walking outside the Meet and Greet Area when the Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company or Tour Operator representative, or Affiliate, is not en route to or from the Baggage Claim entrances/exits in violation of Section 6.7 or 6.8.

9.7.2 **No Meet and Greet Sign.** Failing to have a Meet and Greet Sign in violation of Sections 6.9 or 6.10.

9.7.3 **Improper Meet and Greet Sign.** Having a Meet and Greet Sign that fails to meet the requirements of Section 6.9.

9.7.4 **Incorrect Meet and Greet Information.** Providing a Ground Transportation Agent with incorrect Meet and Greet information for one of the following:

9.7.4.1 a name for which there is no reservation on the flight indicated by the Operator, Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company or Tour Operator representative, or Affiliate;

9.7.4.2 a non-existent or inaccurate flight number for the airline indicated by the Operator, Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company or Tour Operator representative, or Affiliate in violation of Section 6.10, 6.11, or 6.12;

9.7.4.3 an inaccurate flight arrival time for the airline indicated by the Operator, Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company or Tour Operator representative, or Affiliate in violation of Sections 6.10, 6.11, or 6.12.

9.7.5 **Failure to Permanently Affix Permit Decal.** Operating a Commercial Vehicle that has been issued a valid Permit Decal and Barcode but the Permit Decal or Barcode is not permanently affixed or has not been affixed to the proper Vehicle. For the purposes of this Section 9.7.5, a valid Temporary Permit that

is not visible on the Commercial Vehicle in violation of Sections 3.8 will be deemed a violation of Failure to Affix Permit Decal.

9.7.6 **Engine Idling.** Idling a Vehicle engine in violation of Section 6.5.

9.7.7 **Failure to Produce Permit.** A Driver or Affiliate that operates a Vehicle-for-Hire, and fails to produce a valid non-expired City driver's permit upon request of a Ground Transportation Agent while in any area of Airport property in violation of Section 6.6.

9.7.8 **Unattended Vehicle.** Leaving a Vehicle unattended in violation of Section 6.20, which requires an Operator, to be within three (3) feet of his or her Vehicle, while on Level 1 (except CVPA), Level 2 or Level 3.

9.7.9 **Unauthorized Unloading.** Unloading in an unauthorized location in violation of Section 6.17, except as specified in Section 6.17.

9.7.10 **Charging Rate Not on File.** A Vehicle-for-Hire Operator that charges a Passenger a rate other than that on file with the City Vehicle-for-Hire Administrator, or in the case of a Concessionaire or Out-of-Town Shuttle Operator, a rate different than that on file with the Authority.

9.7.11 **Failure to Provide Service Receipt.** The failure of a Vehicle-for-Hire Operator to provide a Service Receipt to a Passenger in violation of Section 6.15.

9.8 **Category IV Violations.** If a Driver, Affiliate or Permit Holder commits any of the acts set forth in this Section 9.8, the Permit Holder will be required to pay \$50.00.

9.8.1 **No Vehicle Identification.** Operating a Commercial Vehicle that fails to be properly identified in violation of Section 6.4.

9.8.2 **Unauthorized Parking.** Parking in an unauthorized location or manner in violation of any portion of Sections 6.18 or 7.7.7.

9.8.3 **Unauthorized Advertising.** An Out-of-Town Shuttle Vehicle that fails to advertise the Service Zone location(s) for which service is provided and authorized as required in Section 7.7.9.

9.9 **Suspension for Multiple Violations.** Permit Holders, Drivers, Resort Transportation Services, Cruise Line Operators, Destination Management Companies, Tour Operators, and Affiliates are subject to these Rules and Regulations which require additional suspensions and financial penalties if a Permit Holder, Driver, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or Affiliate is deemed to have committed multiple violations as specified in this Section 9.9. Any Person, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator may request historical information for the previous two (2) years pertaining to NOV's issued to a Driver or Affiliate by contacting the Airport Operations – Ground Transportation Services Office. If after expiration or exhaustion of all hearing and appeals rights, it is deemed a Driver or Affiliate engaged in Solicitation in addition to a violation pursuant to Section 9.5, 9.6 or 9.7 during the same incident, the lesser violation(s) will not be considered pursuant to Section 9.9.2.

9.9.1 **Multiple Solicitation.** In addition to all applicable penalties pursuant to Section 9.4, if a Driver, representative of a Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, or Affiliate, engages in Solicitation three (3) times in any twelve (12) month period, the Deputy Executive Director - Operations shall, after expiration or exhaustion of all hearing and appeals rights with respect to the third Solicitation, without proceeding before the GTC, suspend such Driver, representative of the Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, or Affiliate, from operating at the Airport for a period of six (6) months and the Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator for which the representative, Driver, or Affiliate was operating at the time of the third Solicitation will be required to pay \$1,000.00. If after the third Solicitation, a Driver, representative of a Resort Transportation

Service, Cruise Line Operator, Destination Management Company, or Tour Operator, or Affiliate, engages in a fourth, or subsequent Solicitation in any twelve (12) month period, the Deputy Executive Director - Operations shall, after expiration or exhaustion of all hearing and appeals rights with respect to the fourth, and each subsequent Solicitation, without proceeding before the GTC, suspend such representative, Driver or Affiliate, from operating at the Airport for a period of six (6) months for each Solicitation violation exceeding three (3) times in any twelve (12) month period, and the Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator for which the representative, Driver or Affiliate was operating at the time of the fourth, and each subsequent Solicitation, will be required to pay \$1,000.00. Any such financial penalty shall be due and any applicable suspension period shall be effective on the second Tuesday after the date the Deputy Executive Director - Operations mails a notice of suspension to the Permit Holder, Driver or Affiliate and the notice shall state such date. Any such notice shall be mailed to the addresses specified in Sections 3.4.9 and 10.1.3.

9.9.2 **Multiple Other Violations.** In addition to all applicable penalties pursuant to Sections 9.5, 9.6 and 9.7, if a Driver, representative of a Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, or Affiliate, commits one or more of any of the violations punishable pursuant to Section 9.5, 9.6 or 9.7 on four (4) separate occasions (i.e. four (4) separate incidents) in any twelve (12) month period, the Deputy Executive Director - Operations shall, after expiration or exhaustion of all hearing and appeals rights with respect to the violation amounting to the fourth occasion, without proceeding before the GTC, suspend such representative, Driver or Affiliate from operating at the Airport for a period of ninety (90) days for the fourth violation and the Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, for which the representative, Driver or Affiliate was operating at the time of the fourth occasion will be required to pay \$500.00. If after the fourth occasion (separate incidents) of violation pursuant to Sections 9.5, 9.6 or 9.7, a Driver, representative of a Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, or Affiliate, engages in a fifth violation pursuant to Sections 9.5, 9.6 or 9.7 in any twelve (12) month period, the Deputy Executive Director - Operations shall, after expiration or exhaustion of all hearing and appeals rights with respect to the fifth, and each subsequent violation, without proceeding before the GTC, suspend such representative, Driver or Affiliate from operating at the Airport for a period of ninety (90) days for the fifth, and each subsequent violation exceeding four (4) times in any twelve (12) month period, and the Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, for which the representative, Driver or Affiliate was operating at the time of the fourth, and each subsequent violation will be required to pay \$500.00. Any such financial penalty shall be due and any applicable suspension period shall be effective on the second Tuesday after the date the Deputy Executive Director - Operations mails a notice of suspension to the Permit Holder, Driver or Affiliate and the notice shall state such date. Any such notice shall be mailed to the addresses specified in Section 3.4 and 10.1.3.

9.9.3 **Multiple Suspensions Pursuant to this Section.** If a Driver, representative of a Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, or Affiliate, is suspended pursuant to Section 9.9.1 or 9.9.2 two (2) or more times in any two (2) year period, the Deputy Executive Director - Operations shall, without proceeding before the GTC, suspend such representative, Driver or Affiliate from operating at the Airport for a period of two (2) years. The Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator for which the representative, Driver or Affiliate was operating at the time of the second suspension will be required to pay \$2,500.00. Any such financial penalty shall be due and any applicable suspension period shall be effective on the second Tuesday after the date the Deputy Executive Director - Operations mails a notice of suspension to the Permit Holder, Driver or Affiliate and the notice shall state such date. Any such notice shall be mailed to the addresses specified in Section 3.4 and 10.1.3.

9.9.4 **Determination of Time of Violation.** For purposes of determining whether the number of multiple violations specified in Sections 9.9.1 or 9.9.2 occurred within the twelve (12) month period specified, a Driver, representative of a Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, or Affiliate, shall be deemed to have committed a violation on the date the incident actually occurred.

9.9.5 **Determination of Time of Suspension.** For purposes of determining whether the number of suspensions specified in Section 9.9.3 occurred within the two (2) year period specified, the period shall be measured from the last day of the first suspension period to the first day of the second suspension period.

9.10 **Insurance Violations.** Upon the expiration or cancellation without renewal of a Permit Holder's policy of insurance, the Deputy Executive Director - Operations shall, without proceeding before the GTC, immediately suspend the Permit Holder's Permit. The Deputy Executive Director - Operations shall notify the Permit Holder of the suspension telephonically on the day the Deputy Executive Director - Operations suspends the Permit Holder's Permit. Any unexpired Permit shall be immediately reinstated upon providing proof, satisfactory to the Deputy Executive Director - Operations, that the Permit Holder has the insurance required by these Rules and Regulations and full payment by the Permit Holder of any and all administrative and penalty fees.

9.10.1 A Permit Holder who operates a Courtesy Vehicle for the benefit of its business and also uses the same Courtesy Vehicle to transport the customers of another business, regardless of whether the other business is owned by the Permit Holder, shall have its operating privileges at the Airport suspended if the operating privilege of either company is suspended. The suspension of the Permit Holder's Courtesy Vehicle operating permit shall remain in effect until either the cause of the suspension is corrected, or the Permit Holder proves to the satisfaction of the Deputy Executive Director - Operations that it will no longer transport the customers of the business entity and full payment by the Permit Holder of any and all administrative fees and penalty fees.

9.11 **Failure of Financial Obligations.**

9.11.1 **Suspension.** If a Permit Holder:

9.11.1.1 fails to submit or remit any Dwell Time Fee, Privilege Fee, Taxicab Starter Fee or Statement of Receipt;

9.11.1.2 fails to maintain any required insurance, Security Deposit, bond or letter of credit;

9.11.1.3 fails to pay any financial penalty, administrative fee, or late fee on or before the last day for payment thereof;

9.11.1.4 fails to return any Security Deposit to the full required amount within twenty (20) days of recovery by the Authority of any amount from the Security Deposit; or fails to remit required additional Security Deposit within twenty (20) calendar days;

9.11.1.5 fails to comply with the requirements of Sections 8.8 or 8.9;

9.11.1.6 fails to pay any financial penalty pertaining to a Notice of Violation or administrative cost associated with a GTC hearing or an appeal imposed by the Executive Director for which the Permit Holder or Authorized Representative requested and is responsible for;

9.11.1.7 fails in any other respect to meet its obligations set forth in Section 8 of these Rules and Regulations and a penalty for such failure isn't otherwise set forth herein;

then the Deputy Executive Director - Operations shall, without proceeding before the GTC, immediately suspend the Permit Holder's Permit. The Deputy Executive Director - Operations shall notify the Permit Holder of the suspension telephonically on the day the Deputy Executive Director - Operations suspends the Permit Holder's Permit. The Permit Holder's Permit shall be immediately reinstated upon, as applicable, full payment of the overdue sum together with any required interest, penalties, late fee, satisfaction of suspension, delivery of the Statement of Receipts, delivery of the annual certification, payment or restoration of the required security deposit, delivery of proof of the existence of a valid bond or letter of credit in the required amount, or the Permit Holder allowing the Authority to inspect the Permit Holder's books and records.

9.11.2 **Payment Plans.** Financial penalties associated with NOV's are not eligible for remittance under a payment plan. Requests for such arrangements shall not be considered.

9.11.3 **Recovery Against Security.** In addition to, and without waiving the right to suspend a Permit Holder's Permit, if any Permit Holder that is required to provide security fails to submit or remit full payment of any Dwell Time Fee, Privilege Fee or Taxicab Starter Fee within twenty (20) days of the due date thereof or fails to pay any financial penalty on or before the last day for payment thereof, the Authority may recover the overdue sum under the security the Permit Holder is required to provide under Section 4.1, in which event the Permit Holder shall be obligated to return its security to the full required amount as provided in Section 4.3 and Section 4.4 above. By exercising its rights with respect to the security, the Authority does not waive its right to compel the Permit Holder to remit any portion of the overdue sum that has not been satisfied from the security. If the Permit Holder demonstrates to the satisfaction of the Deputy Executive Director - Operations that it is making a good faith effort to submit any overdue sum, the Deputy Executive Director - Operations may postpone (for such period as the Deputy Executive Director - Operations may allow) or forego proceeding against such security without waiving its right to so proceed in the future.

9.11.4 **Court.** In addition to, and without waiving the right to suspend a Permit Holder's permit, if the Deputy Executive Director - Operations elects not to exercise its rights with respect to the security or if the security is insufficient to satisfy the amount of any overdue sum, the Authority may seek to recover the payment(s) due and owing in an appropriate court of law and, in such event, the Authority shall be entitled to recover its attorney's fees and costs incurred in such action.

9.11.5 **Audit.** If any Permit Holder fails, within twenty (20) days of the due date thereof, to submit any required Statement of Receipts, the amount of Dwell Time Fees or Privilege Fees due and owing shall be determined on the basis of an audit performed pursuant to Section 8.9. Prior to the time an audit is complete, the Authority shall have the right to charge and, upon written notice to pay from the Authority, a Permit Holder shall pay to the Authority an amount equal to one hundred twenty five percent (125%) of the highest monthly Privilege Fee and of the highest monthly Dwell Time Fee paid by the Permit Holder to the Authority during the immediately preceding twelve (12) month period. Once the audit is complete, the Permit Holder shall, within seven (7) days of notice of any amount due, pay to the Authority the difference between the amount paid pursuant to this Section 9.11 and the amount determined to be due and owing pursuant to the audit if the amount determined to be due and owing pursuant to the audit is greater than the amount paid. If the amount determined to be due and owing is less than the amount paid, the Authority shall refund or credit the difference to the Permit Holder. The Permit Holder shall reimburse the Authority for its reasonable cost of performing, or of hiring an agent to perform, such audit or, if the Permit Holder fails to do so, such failure shall be deemed a failure of the Permit Holder to meet its financial obligations and the Authority shall have the rights set forth in this Section 9.11.

9.12 **Identification of Driver or Affiliate.** If the Authority is unable to identify a Driver or Affiliate who is believed to have committed a violation but is able to identify the Permit Holder under whose Permit the unknown Driver or Affiliate was operating at the time of the alleged violation and the Permit Holder fails to provide the identity of the Driver or Affiliate within three (3) days of request thereof made either verbally in person or via telephone, then the Permit Holder shall be treated as the Driver or Affiliate for purposes of imposition of the penalty. If, in the opinion of the Deputy Executive Director - Operations, extenuating circumstances exist that prevent the Permit Holder from determining the identity of the Driver, the Deputy Executive Director - Operations may waive the requirements of this Section 9.12. For Drivers of Vehicles-for-Hire, their identification shall be determined by the name displayed on their City of Orlando driver's permit, if produced by the Driver upon request of a Ground Transportation Agent, at the time a Notice of Violation is written or produced.

9.13 **Trespass Warning and Ground Transportation Agent Imposed Immediate Suspension**

9.13.1 **Operations by Person that is not a Permit Holder.** If a Person that either (i) does not hold a required City permit or (ii) is neither a Permit Holder nor is operating for a Permit Holder, operates a Commercial Vehicle on Airport property or otherwise engages in activities pertaining to GT Operations, a Ground Transportation Agent shall issue an immediately effective trespass warning to the Person that shall

continue at the discretion of the Deputy Executive Director - Operations until the expiration of six (6) months from the date of issuance of the trespass warning.

9.13.2 **Drivers or Affiliates Operating While Suspended.** At the time a Ground Transportation Agent observes, in his or her opinion, a Driver or Affiliate operating while suspended, the Agent shall issue an immediately effective trespass warning to the Driver or Affiliate. If the GTC determines that the Driver or Affiliate did not operate while suspended, the trespass warning shall be immediately rescinded. Otherwise, the trespass warning shall expire simultaneously with the expiration of the applicable suspension period.

9.13.3 **Notice to Permit Holder.** If a Ground Transportation Agent issues a trespass warning or other immediate suspension pursuant to Section 9.13.5 to a Driver or an Affiliate of a Permit Holder, the Authority shall provide telephonic notice of issuance thereof to the Permit Holder under whose Permit the Driver or Affiliate was operating at the time the trespass warning was issued no later than the next business day.

9.13.4 **Personal Business at Airport.** If a Person subject to a trespass warning or other immediate suspension pursuant to section 9.13.5 needs to utilize the Airport for personal business, such Person shall advise the Deputy Executive Director - Operations of his or her need to be present on Airport property, the time when such Person will be present on Airport property and the reason for his or her presence on Airport property. If approved by the Deputy Executive Director - Operations, presence on Airport property after such Person has received authorization and provided such notice shall not be deemed a violation of the trespass warning.

9.13.5 **Immediate Driver or Affiliate Suspension.** A Ground Transportation Agent may impose an immediate suspension from the Airport of a duration as specified below to any Driver or Affiliate if the Ground Transportation Agent observes such Driver or Affiliate:

9.13.5.1 who is fighting, threatening or assaulting another Person on Airport property shall be issued an immediate suspension for a period of 45 days;

9.13.5.2 who is disrupting the routine use of Airport facilities, the flow of Passengers through the Airport, the flow of traffic on Airport roadways, or engaging in the conduct that threatens the safety or welfare of any Person on Airport property shall be issued an immediate suspension for a period of 30 days;

9.13.5.3 who is using profanity or creating a disturbance on Airport property shall be issued an immediate suspension for a period of 7 days;

9.13.5.4 provided that the on-duty Landside supervisor is advised of and approves of the immediate suspension action to be imposed by the Ground Transportation Agent, and that the Ground Transportation Agent documents the immediately imposed suspension in an incident report and issues a NOV if appropriate. Any such action shall be reviewed no later than on the second business day after the immediate suspension of a Driver or Affiliate by the Manager of Ground Transportation Services or higher level of supervision. The review is to determine whether the action to impose an immediate Driver or Affiliate suspension and the suspension duration is appropriate.

9.13.5.5 If a Driver or Affiliate refuses to leave Airport property, or if the Driver or Affiliate returns to the Airport during any portion of suspension imposed by a Ground Transportation Agent, a Trespass Warning shall be issued to enforce the suspension.

9.14 **Revocation of Permit Decal.** The failure of a Permit Holder to provide accurate information upon which to determine the correct classification of a vehicle as stated in Section 6.22 shall result in the revocation of said vehicle's Permit Decal.

9.15 **Reinstatement of Permit After Suspension.** Following a period of suspension, a Permit Holder's operating privileges shall be immediately and automatically reinstated so long as the Permit Holder's Permit has not expired and the Permit Holder has paid all fees, interest, financial penalties, late fees, and administrative fees, and has complied with these Rules and Regulations. In the case of a suspension resulting from a violation for which corrective action is required, a Permit shall not be reinstated after a period of suspension unless, and until, the Permit Holder submits proof that the violation has been corrected.

SECTION 10
ISSUANCE OF NOVS, PROCEEDINGS BEFORE THE GTC AND APPEALS

10.1 **Issuance of Notice of Violation.** NOVs shall be issued as set forth in this Section 10.1.

10.1.1 **Delivery of Notice to Driver or Affiliate.** If a Driver or Affiliate is involved, the Ground Transportation Agent shall attempt to provide the Driver, representative of a Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, or Affiliate, a copy of the NOV at the time of any incident that a Ground Transportation Agent believes constitutes a violation of these Rules and Regulations. If, for any reason (including the fact that the alleged violation occurred in the conduct of activities by a private investigator or was reported to the Authority by a Person other than a Ground Transportation Agent), the Ground Transportation Agent is unable to give the Driver, representative of a Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, or Affiliate, a copy of the NOV at the time of the incident, a copy of the NOV shall be mailed to the Driver, representative of the Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, or Affiliate, via United States mail designated as set forth in Section 10.1.4 below. If no address has been designated for the Driver or Affiliate or the address was submitted by a Permit Holder and, based on the information contained in the NOV, the Deputy Executive Director - Operations reasonably believes that the Driver or Affiliate is no longer operating for the Permit Holder that submitted the address designation, the notice shall be addressed to the Driver or Affiliate care of the Permit Holder for which the Driver or Affiliate was believed to have been operating at the time of the alleged violation.

10.1.2 **Delivery of Notice to Permit Holder.** The Deputy Executive Director - Operations shall issue a NOV to the Permit Holder by mailing a copy of the NOV via United States mail to the Permit Holder at the mailing address on file with the Authority's Airport Operations – Ground Transportation Services Office.

10.1.3 **Address Designation.** Each Permit Holder shall designate an address for mailing notices to Drivers for and Affiliates of the Permit Holder and shall update the address list regularly, pursuant to Section 3.4.10 as needed to maintain current information. The designated mailing address shall be either the Driver's or Affiliate's home address or the mailing address of the Permit Holder on file with the Authority. In addition, at any time prior to issuance of a NOV, the Driver or Affiliate may provide the Authority's Airport Operations – Ground Transportation Services Office with written notice of an address at which the Driver or Affiliate desires to receive notices. Failure on the part of either a Permit Holder, Driver or Affiliate to submit a timely and accurate written notice for a designated address shall be deemed to be a designation of the Permit Holder's mailing address. If a Permit Holder and a Driver or Affiliate provide conflicting addresses, the Authority shall send notice to the mailing address provided by the Driver or Affiliate. If the Permit Holder designates its own mailing address for any Driver or Affiliate, the Permit Holder shall be responsible for delivering any such notice to the Driver or Affiliate. Failure on the part of the Permit Holder to deliver any such notice shall neither relieve any Driver or Affiliate of the obligations set forth therein nor constitute a failure of the Authority to provide the required notice.

10.1.4 **Time for Mailing Notice.** If a NOV is issued at the time of an incident, the Authority shall mail the NOV to the Permit Holder not later than four (4) business days after the date of the incident. If a NOV is not issued at the time of an incident and is issued as a result of the operations of a Ground Transportation Agent, other than the actions of a law enforcement officer or private investigator, an Out-of-Town Shuttle schedule compliance check, or enforcement resulting from the investigation into a Passenger complaint, the NOV shall be mailed no later than four (4) business days after the date of the incident, or if the NOV is issued as a result of actions of a law enforcement officer, private investigator, or investigation into a Passenger complaint, the date on which the Deputy Executive Director - Operations receives the last piece of information that causes the Deputy Executive Director - Operations to believe that the Permit Holder, Driver or Affiliate committed a violation of these Rules and Regulations, but, in any event, not later than thirty (30) calendar days after the date of the incident. If the Authority is unable to comply with the mailing of notice requirements as provided in this Section 10.1.4 due to the Permit Holder's failure to provide the accurate mailing address information as provided in Section 3.4.9 and Section 3.4.10, the Authority will exceed the mailing of notice requirements and consider such NOV valid and delivered when accurate Permit Holder information is obtained and the

mailing notice satisfied. A photocopy of a properly addressed and postmarked envelope together with an affirmative representation by the individual who deposited the NOV in the mail to the effect that the NOV was deposited in the mail, shall be deemed conclusive evidence of compliance with the notice requirements of this Section 10.1.4.

10.1.5 **Incident Report.** The Ground Transportation Agent shall prepare an incident report for each Notice of Violation written or issued which documents an alleged violation of these Ground Transportation Rules and regulations, or Chapter 55 of the Code of the City of Orlando..

10.1.6 **Transcription of Hearings Notice.** Each Driver, Affiliate or Permit Holder, by acceptance of a Permit, or by operation pursuant to a Permit, acknowledges that if the Driver, Affiliate or Permit Holder decides to appeal any decision made by the GTC or the Authority with respect to any matter considered at a meeting of the GTC or the Authority, said individual will need a record of the proceedings and, for such purpose, he, she or it may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

10.2 **Due Date and Suspension Period Commencement.** Unless a Driver, Affiliate Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator to whom a NOV was issued requests a hearing before 4:00 p.m. on the fifteenth (15th) calendar day after the date of any NOV, any financial penalty shall be due in the Airport Operations – Ground Transportation Services Office before 4:00 p.m. on such fifteenth (15th) calendar day and any suspension period shall commence on Tuesday of the first week after the fifteenth (15th) calendar day after the date of the NOV. If the fifteenth (15th) calendar day after the date of the NOV will occur on a day that is not a business day for the Authority, the financial penalty shall be due before 4:00 p.m. on the first business day after such fifteenth (15th) calendar day and the suspension shall commence on Tuesday after the due date of the financial penalty. For purposes of this Section 10.2, if a NOV was issued at the time of the incident, or unable to be issued at the time of the incident by the Ground Transportation Agent, the date of the NOV shall be the date of the incident. If a NOV is issued pursuant to Section 10.1.4 and as a result of actions of a law enforcement officer, private investigator, an Out-of-Town Shuttle schedule compliance check, or investigation into a Passenger complaint which results in mailing the NOV after four (4) business days and before thirty (30) calendar days, the date of the NOV shall be the date the Deputy Executive Director - Operations mails the NOV to the Driver, Affiliate or Permit Holder.

10.2.1 **Commencement of Multiple Suspensions.** All Permit Holder, Driver, representative of Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, and Affiliate, suspensions will be administered and applied on a consecutive basis as deemed by the Deputy Executive Director - Operations.

10.3 **Hearing Request.** A Driver, representative of the Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, Affiliate, or Permit Holder to whom a NOV has been issued may request a hearing before the GTC by calling the Deputy Executive Director - Operations at 407-825-6687. The Deputy Executive Director - Operations will schedule a GTC hearing at the earliest available time. the Deputy Executive Director - Operations will attempt to advise via telephone (by calling the telephone number indicated by the, Driver, representative of the Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, Affiliate, or Permit Holder in its request for a hearing) of the time and date of the scheduled hearing not later than four (4) business days following the first telephonic request for a hearing. The Authority shall mail notice of the hearing schedule in the manner provided in Sections 10.1.1 or 10.1.2 as applicable, and the notice shall be deemed conclusive evidence of compliance with the notice requirements of this Section 10.3.

10.4 **Review of NOV.** Prior to any GTC hearing, the Deputy Executive Director - Operations may withdraw from consideration any NOV the Deputy Executive Director - Operations determines, in his or her reasonable discretion, fails to make out prima facia proof the violation was committed. If the Deputy Executive Director - Operations withdraws a NOV, he or she shall notify the Driver, Affiliate Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, involved in writing and shall deliver such notice in the same manner as provided in Section 10.1 for initial delivery of a NOV.

10.5 **GTC Hearings.**

10.5.1 **GTC Hearing Schedules.** GTC hearings for NOV's shall be scheduled by the Deputy Executive Director - Operations and may be held only on Tuesdays, Wednesdays or Thursdays.

10.5.2 **Presence of Ground Transportation Agent.** If a Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator requests a hearing before the GTC, the Ground Transportation Agent who issued the NOV shall be present (and may be asked to provide testimony) at the GTC hearing. Unless an absence is the result of health or family emergency, if such Ground Transportation Agent is not present at the hearing and the Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, or proper representative of any of the foregoing, requests the opportunity to cross-examine such Ground Transportation Agent, the NOV shall be dismissed. If the absence is the result of health or family emergency, the Deputy Executive Director - Operations shall reschedule the hearing as soon as reasonably practicable.

10.5.3 **Presence of Person Requesting Hearing.** The Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator that requests a GTC hearing shall be required to appear or shall be represented as provided in Section 10.5.5 at the meeting of the GTC at which such action is considered, to present facts, documentation, Passenger information and witnesses to refute the alleged violation. At such meeting, Authority staff may also present evidence (including witnesses) in support of the NOV.

10.5.4 **Absence or Failure to Appear Before GTC.** If the Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company or Tour Operator that requested a GTC hearing fails to appear or be properly represented at the GTC hearing, then, unless such absence is excused and rescheduled by the Deputy Executive Director - Operations for reasons of health or family emergency, the NOV shall be treated as if a hearing were never requested. In such event, the GTC shall not consider the NOV, and any financial penalty shall be due before 4:00 p.m. on Tuesday of the week following the GTC hearing and suspension shall commence on Tuesday of the week following the GTC hearing. The discretion by the Deputy Executive Director - Operations to reschedule a GTC hearing at the request of the Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or representative, for reasons of health or family emergency will be limited to a one (1) time consideration, and the Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or representative, will be required to appear at the rescheduled GTC Hearing without exception. If the Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, requests a hearing for a NOV that has been issued and fails to appear before the GTC as scheduled and without authorized absence by the Deputy Executive Director - Operations, such Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or representative, will be assessed an Administrative Fee of \$100.00 in addition to any financial penalty and suspension associated with the NOV. Such financial penalty and administrative fee will be due before 4:00 p.m. on Tuesday of the week following the GTC hearing. Failure to remit the administrative fee will result in the suspension of such Driver, Affiliate or Permit Holder that requested the GTC hearing.

10.5.5 **Representation Before GTC.** A Permit Holder may be represented before the GTC by a principal of the Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, or an attorney. A representative of the Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, or Driver or Affiliate, may be represented by himself, herself, a principal of the Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, or an attorney. A Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, Driver or Affiliate may be represented by a trade organization or a representative thereof only if the Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, Driver or Affiliate is present at the GTC hearing or represented as provided in the immediately-preceding two sentences. A representative of the Resort Transportation Service, Cruise Line Operator, Destination

Management Company, or Tour Operator, or Driver or Affiliate, may utilize the assistance of an interpreter or a person who can facilitate communication only if the representative of the Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, or Driver or Affiliate, is present at the GTC hearing.

10.5.6 **Evidence.** The GTC may consider any and all evidence that a reasonable person would use in making a decision including, but not limited to, hearsay evidence.

10.5.7 **GTC Determinations.** The GTC shall make a finding at the GTC hearing, with respect to each violation, as to whether or not these Rules and Regulations were violated. In order for the GTC to conclude that a violation was committed, the evidence must establish that it was more likely than not (a preponderance of the evidence) that the violation was committed.

10.5.8 **Effect of Decision by GTC; Appeal Procedure.** Unless an appeal to the Executive Director is timely filed in the Authority's Airport Operations – Ground Transportation Services Office as set forth in Section 10.6, a decision of the GTC is final and any financial penalty shall be due before 4:00 p.m. on Tuesday of the week following the GTC hearing and any suspension period shall commence on Tuesday of the week following the GTC hearing.

10.6 **Appeals.**

10.6.1 **Filing of Appeal.** A Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, who is present, or is properly represented pursuant to Section 10.5 at a GTC hearing may appeal any decision of the GTC to the Executive Director by delivering a written request for appeal to the Authority's Airport Operations – Ground Transportation Services Office prior to 4:00 p.m. on Monday of the week following the GTC hearing. The request must state the specific reason(s) the Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, believes the GTC made an incorrect decision. If after a review of the request for appeal the Executive Director determines the request for appeal fails to include a specific and valid reason for an appeal meeting, the Executive Director will not consider the appeal and the applicable financial penalty and/or suspension period will be due and/or will commence on the Tuesday of the second week following the GTC hearing. In such case, the Executive Director shall notify the Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, in writing, in the manner provided in Sections 10.1 and 10.2, as applicable, of the fact that the appeal will not be considered. By failing to timely submit a written request for appeal to the Executive Director, a Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, Tour Operator, Driver or Affiliate shall be deemed to have waived the right to any further review of the decision of the GTC. Once an appeal has been filed, the obligation to pay any financial penalty and the imposition of any suspension period shall be stayed until a final decision has been rendered by the Executive Director.

10.6.2 **Appeal Meeting.** If an appeal to the Executive Director is properly requested, the Executive Director shall schedule a meeting with the Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, appealing the GTC decision, and any Authority staff members or other persons the Executive Director determines is appropriate. The Executive Director shall notify the Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator of the date and time of the appeal meeting by mailing a notice thereof in the manner provided in Sections 10.1 and 10.2, as applicable. If the Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, fails to appear at the scheduled meeting, the Executive Director shall uphold the decision of the GTC and such Driver, Affiliate, Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, will have no further right of appeal and will be assessed an Administrative Fee of \$100.00 in addition to any financial penalty and suspension associated with the NOV. Such financial penalty and administrative fee will be due before 4:00 p.m. on Tuesday of the week following the appeal meeting and suspension will commence on Tuesday of the week following the appeal meeting.

10.6.3 **No New Evidence.** The Executive Director shall not consider any evidence or argument that was not presented to the GTC for its consideration unless the Executive Director determines that such evidence or argument could not reasonably have been discovered or developed prior to the GTC hearing.

10.6.4 **Determination.** The Executive Director shall announce his or her determination at the time of his or her meeting with the appellant. The Executive Director may uphold or reverse the decision of the GTC, or may direct the GTC to reconsider its decision in light of new or additional evidence that the Executive Director determines could not reasonably have been discovered prior to the GTC hearing. If the Executive Director directs the GTC to reconsider its decision, the Deputy Executive Director - Operations shall send notice of such meeting in the manner provided in Section 10.1.1 and 10.1.2, as applicable. The determination to direct the GTC to reconsider its decision shall be a one-time exception, and the determination of the GTC and/or appeal meeting following the reconsideration of said violation will become a final determination.

10.7 **Financial Penalty and Administrative Cost Due Date and Commencement Date for Suspension.** The Permit Holder, Resort Transportation Service, Cruise Line Operator, Destination Management Company, or Tour Operator, Driver or Affiliate will be responsible for any financial penalty, administrative cost, or suspension imposed. The financial penalty and/or administrative cost imposed shall be due before 4:00 p.m. on Tuesday of the week following the GTC hearing or appeal meeting and any suspension period shall commence on Tuesday of the week following the GTC hearing or appeal meeting.

**SECTION 11
OTHER PROVISIONS GOVERNING RENTAL CAR OPERATORS AND
OFF-AIRPORT RENTAL CAR OPERATORS**

11.0 **Other Provisions Governing Off-Airport Rental Car Operators.** The following provisions govern Off-Airport Rental Car Operators:

11.1 **Airport Gross Receipts.** Means Gross Receipts derived from, or in connection with, any rental of an Automobile to a customer who, at any Airport Facility of an Off-Airport Rental Car Operator operated in connection under the terms of the Ground Transportation Rules and Regulations, within forty-eight (48) hours following customer's deplaning at the Airport, either (i) executes an agreement to rent an Automobile from an Off-Airport Rental Car Operator, or (ii) takes delivery of an Automobile rented from an Off-Airport Rental Car Operator. The Authority shall presume that one hundred percent (100%) of all Gross Receipts earned by an Off-Airport Rental Car Operator are Airport Gross Receipts unless the Off-Airport Rental Car Operator demonstrates otherwise to the satisfaction of the Executive Director. Such one hundred percent (100%) presumption shall apply, without limitation, for purposes of the monthly statement, the payment requirements, and the certification requirements of Section 8. In order to establish that less than one hundred percent (100%) of all Gross Receipts are Airport Gross Receipts, the Off-Airport Rental Car Operator, at a minimum, shall segregate and maintain all rental agreements made with local residents or other customers who did not arrive at the Airport within such 48-hour period, together with a statement (which shall be included in the rental agreement or attached thereto) completed by such customer, in the following form:

I hereby certify that I did not deplane at
Orlando International Airport within 48 hours
prior to renting the Automobile described in
this agreement.

Signature

Printed Name

Street Address

City, State, Zip Code

() _____
Telephone Number

Date

The Gross Receipts derived by an Off-Airport Rental Car Operator pursuant to any rental Automobile agreement that does not contain, or have attached thereto, such fully executed statement, shall be deemed Airport Gross Receipts. A report of all local rental Automobile transactions setting forth such transactions and receipts which are deducted shall accompany the Gross Receipts Report, attached hereto as Exhibit "C".

11.2 **Gross Receipts.** Means all amounts billed or received by an Off-Airport Rental Car Operator or any subcontractor of an Off-Airport Rental Car Operator from, or in connection with, its operations who is transported by any means from the Airport to an Airport Facility, or otherwise derived by an Off-Airport Rental Car Operator from its operations under the Ground Transportation Rules and Regulations, from or in connection with the short-term or long-term rental or lease of Automobiles, including any additional services or accessories contracted for, delivered, rented to, or picked up by a customer at any Airport Facility operated hereunder, as shown on the rental agreement, except that Gross Receipts shall not include the following:

11.2.1 Sums recovered by an Off-Airport Rental Car Operator for damage to, or for loss, abandonment, or conversion of Automobiles or other property of an Off-Airport Rental Car Operator. (However, this exclusion does not include any sums received by an Off-Airport Rental Car Operator in lieu of rent for those Automobiles);

11.2.2 Documented credits and refunds to customers, including, but not limited to, such documented credits and refunds made in response to customer complaints, customer service or satisfaction adjustments for transactions to any customer transported by any means from the Airport to any Airport Facility operated by an Off-Airport Rental Car Operator hereunder;

11.2.3 Proceeds from the sale of an Off-Airport Rental Car Operator's capital assets;

11.2.4 Amounts separately stated on a rental agreement and actually collected from a customer as a reimbursement for the Privilege Fee payable by an Off-Airport Rental Car Operator to the Authority. Any such collected amount shall hereinafter be referred to as a "Privilege Fee Recovery Charge";

11.2.5 The amounts of any federal, state, or municipal sales or use taxes, other government-imposed surcharges, or other fees or charges mandated by the governmental entity to be imposed upon an Off-Airport Rental Car Operator's customers and collected by an Off-Airport Rental Car Operator, separately stated on the customer rental Automobile agreement, and which are payable directly to the taxing authority or the State of Florida by an Off-Airport Rental Car Operator. The daily Florida tire and battery surcharge is also excludable, only to the extent of the amount collected from the customer which is remitted to the State. *No exclusion shall be allowed for license or tag fees, or other amounts collected from a customer which recoups operating costs. Gross Receipts shall not be reduced by taxes levied on an Off-Airport Rental Car Operator's facilities, equipment, real or personal property, payroll taxes, income taxes, or taxes on frequent flyer miles paid directly to the airline, or other operating costs or cost recoveries.*

11.3 Gross Receipts shall include receipts derived from collision damage waivers, loss damage waivers, or similar charges, including any sums received by an Off-Airport Rental Car Operator in lieu of rent for those Automobiles, fueling or re-fueling charges, personal accident insurance, any other insurance product, cellular phones, child restraints, drop charges, additional driver fees, underage or overage driver, global positioning navigational system equipment and/or service and satellite service, guaranteed reservations, carbon credits, early or late return, premium location, transporting, or administrative fees charged to customers, including Internet reservation transactions, and all other transactions and charges of whatever nature, including any fees, surcharges and all other charges, arising from or incidental to an Off-Airport Rental Car Operator's activities unless expressly excluded by the Ground Transportation Rules and Regulations, whether separately stated or not. (* Note – If an Off-Airport Rental Car Operator includes the use of a global positioning navigational system equipment and/or service and satellite service, a pre-paid toll service, or any other service or item free of charge to a customer, the amount that would have customarily been collected for such service or item shall be included in Gross Receipts).

11.4 Gross Receipts shall not be reduced by reason of any commission, volume discount, or other amount paid out or rebated by an Off-Airport Rental Car Operator to travel agents or others, with respect to any such rental or provision of insurance, including volume discounts, corporate discounts, or any other discounts, unless such discounts are separately stated on a customer's rental agreement at the time of rental, and are granted pursuant to a written marketing plan. The retroactive adjustment of Gross Receipts for volume discounts or rebates, corporate discounts or rebates, dividends, or refunds to any customer or any third party upon attainment of a specified volume of rentals attributable to revenue, receipts, or volume, or as part of any other written marketing plan which does not

list the discount on the rental agreement at the commencement of the rental transaction, or any other designation of any nature, or for any purpose, is prohibited.

11.5 Gross Receipts shall include all receipts derived from, or in connection with, the extension or renewal of any rental Automobile agreement entered into with any customer transported by any means from the Airport to an Airport Facility, regardless of the location at which the rental agreement is renewed or extended, or Automobile exchanged or returned.

11.6 Gross Receipts shall include any charge an Off-Airport Rental Car Operator customarily makes for goods or services, even though an Off-Airport Rental Car Operator fails to actually collect such a charge, provided, however, that Gross Receipts shall not be reduced by any discount to a customer that was not listed on the rental agreement at the commencement of the rental transaction. Notwithstanding the foregoing, if, pursuant to a written marketing plan conducted in conjunction with another person or entity, an Off-Airport Rental Car Operator is reimbursed by another person or entity for a portion of the discount provided by an Off-Airport Rental Car Operator to its customers, the amount of such reimbursement shall be included in Gross Receipts.

11.7 Gross Receipts shall include all amounts billed to or received from customers by any subcontractor(s) or other provider(s) used by an Off-Airport Rental Car Operator on account of goods, services, or products provided by such subcontractor(s) or other provider(s), regardless of what portion, if any, of such amounts are received or retained by an Off-Airport Rental Car Operator.

11.8 Gross Receipts shall include amounts paid or payable to an Off-Airport Rental Car Operator in exchange for coupons, vouchers, or negotiated rates which are redeemed at any Airport Facility operated by an Off-Airport Rental Car Operator.

11.9 Gross Receipts shall include any receipts of an Off-Airport Rental Car Operator coming within this definition of Gross Receipts, notwithstanding the treatment of such receipts for an Off-Airport Rental Car Operator's own accounting purposes, and notwithstanding the location at which any Automobile is ultimately returned.

11.10 The full amount of any transaction made on installment or credit, shall be recorded in the month during which such rental is concluded, regardless of the time when an Off-Airport Rental Car Operator receives payment (whether full or partial) thereof.

11.11 An Off-Airport Rental Car Operator shall not exchange Automobiles, modify the accounting treatment of receipts, or rename or redefine rentals, services, or products in any manner that would deprive the Authority the amounts that would otherwise be payable to the Authority.

11.12 Gross Receipts shall not be reduced by any credit loss sustained by an Off-Airport Rental Car Operator, or any financing discount which may apply by reason of an Off-Airport Rental Car Operator's acceptance or use of credit cards, or by any reason of any other credit arrangement.

11.13 In the computation of Gross Receipts from any rental made by an Off-Airport Rental Car Operator to which a discount was applied, unless the discount by its terms applied only to specified components of the consideration for the rental, the discount shall be deemed to apply equally to all components of the consideration received by an Off-Airport Rental Car Operator, for or in connection with such rental, whether or not any such component would be treated as Gross Receipts hereunder, and shall not be treated as applicable only to a certain component or components of such consideration.

In particular, without limitation, a discount shall never be treated in the computation of Gross Receipts hereunder as applicable only to components of such consideration which constitute Gross Receipts, such as time and mileage charges, and as not applicable to other components of such consideration which do not constitute Gross Receipts hereunder. If a discount granted by an Off-Airport Rental Car Operator with respect to an Automobile rental applies by its terms to only certain components of the consideration received by an Off-Airport Rental Car Operator for or in connection with that rental Automobile, then such discount shall be applied in accordance with its terms in the computation of Gross Receipts hereunder.

However, the Authority and any employee or agent acting on its behalf, shall be entitled to presume that any discount granted by an Off-Airport Rental Car Operator with respect to a rental applies equally to all items of consideration received by an Off-Airport Rental Car Operator for, or in connection with, that rental, unless the Off-Airport Rental Car Operator demonstrates to the satisfaction of the executive Director that such discount, by its terms, applies only to certain components of such consideration. The provisions of Section 11.13 shall apply, notwithstanding the fact that the discount in question may have been granted pursuant to a written marketing plan. In no event may an Off-Airport Rental Car Operator deduct from Gross Receipts discounts, credits, rebates, or deductions for fuel or free fuel.

11.14 In no event shall an Off-Airport Rental Car Operator's Gross Receipts from any rental be a negative amount for purposes of the Ground Transportation Rules and Regulations.

11.15 Neither Section 11.2.4., nor any other provision of the Ground Transportation Rules and Regulations shall be construed as an endorsement or approval by the Authority of a method or practice by an Off-Airport Rental Car Operator of charging its rental Automobile customers a separate fee to recover, in whole or in part, fees payable by an Off-Airport Rental Car Operator to the Authority, and an Off-Airport Rental Car Operator shall not state or imply to its customers that any such fee charged by an Off-Airport Rental Car Operator to its customers is mandated, or authorized, or taxed by the Authority. Any Privilege Fee Recovery Charge charged to customer shall never exceed ten percent (10%) of Airport Gross Receipts. An Off-Airport Rental Car Operator shall not have the option of collecting a Privilege Fee Recovery Charge, including the Privilege Fee Recovery Charge in Gross Receipts, and paying the Privilege Fee with respect to the collected amount. If an Off-Airport Rental Car Operator separately states a Privilege Fee Recovery Charge on any rental agreement, the amount separately stated shall be labeled on the rental agreement only as a "Privilege Fee Recovery Charge", or such other label as the Authority directs. Any such amounts not labeled in accordance with this Section 11.15 shall be deemed includable in Gross Receipts.

11.16 An Off-Airport Rental Car Operator forfeits exclusion of all discounts, deductions, credits and refunds to customers, or any other amounts that reduce Gross Receipts; in the event otherwise allowable discounts, deductions, credits and refunds to customers, or any other amounts that reduce Gross Receipts, are commingled with any non-excludable amounts.

11.17 Complimentary Automobiles, including Automobiles provided to Tour Operators, their Affiliates, representatives or other third parties for the promotion of business, or Automobiles otherwise provided in exchange for goods, services, or accommodations are included in Gross Receipts.

11.18 If an Automobile is exchanged outside of the eight (8) mile radius from the Airport, as depicted on the Boundaries of RAC Airport Facilities (Exhibit P) Gross Receipts from that rental shall continue to be included in Gross Receipts under the Ground Transportation Rules and Regulations, even if a new or replacement rental agreement is issued to customer.

The intentional diversion, through direct or indirect means, of rental Automobile receipts includable in Gross Receipts, as defined in Section 11.2 of the Ground Transportation Rules and Regulations is prohibited. A Shortage of rental Automobiles at an Airport Facility while having rental Automobiles available outside the eight (8) mile radius, when a customer originates or concludes the rental Automobile at the Airport, is presumed to be intentional diversion. In addition, renting Automobiles at a non-Airport Facility to a customer who arrived at the Airport, and not including the resulting rental automobile receipts in the Gross Receipts defined in the Ground Transportation Rules and Regulations, is presumed to be intentional diversion. The taking of a reservation, advising or suggesting to a potential Customer arriving at the Airport, that customer rent an Automobile at a location outside of the eight (8) mile radius, regardless of the reason, and not including the rental Automobile receipts resulting from such transaction in Gross Receipts, is presumed to be intentional diversion. In addition to all other remedies available by law, the Authority shall have the right to immediately revoke the Off-Airport Rental Car Operator's permit upon a determination by the Authority that Off-Airport Rental Car Operator has intentionally diverted Gross Receipts as described herein.

11.19 Unless receipts are expressly and particularly excluded from Gross Receipts under Section 11.2, such receipts shall be included in Gross Receipts. Receipts derived from sources similar, but not identical to those described herein, shall also be included in Gross Receipts, unless expressly excluded by the Ground Transportation Rules and Regulations.

11.20 In the event a Rental Car Operator is, or becomes merged or affiliated (including as parent or subsidiary, or through common ownership or control) with an Off-Airport Rental Car Operator at the Airport, and Rental Car Operator and such Off-Airport Rental Car Operator fail to demonstrate that they operate as separate entities, all receipts of such affiliated Off-Airport Rental Car Operator shall be included in Gross Receipts of the Rental Car Operator. In the event of a dispute, such failure of the Rental Car Operator and the Off-Airport Rental Car Operator to demonstrate operation as separate entities is determined solely by the Executive Director. For purposes of the Ground Transportation Rules and Regulations, conditions and activities demonstrating a failure to operate as separate entities include, but are not limited to:

11.20.1 any circumstance in which one or more individuals serve as an officer, director, manager, or in any other position in which the individual makes significant management decisions for each company, regardless of the individual's title, of both the Rental Car Operator and the entity conducting an Off-Airport Rental Car Operation at the Airport, whether or not the individual is compensated, financially or otherwise, by one or both companies, or the entity conducting the Off-Airport Rental Car operation;

11.20.2 maintaining a joint reservation system;

11.20.3 writing rental agreements for, or otherwise acting as agents for one another;

11.20.4 failing to act as arms-length competitors in all dealings with one another, and such failure affects the Off-Airport Rental Car Operator's Gross Receipts;

11.20.5 utilizing the same or similar trademarks or trade names;

11.20.6 using a combined accounting system which makes it difficult, in the opinion of the Executive Director, for the Authority to separately audit the Gross Receipts of the two entities;

11.20.7 jointly owning or leasing an Automobile fleet, or entering into a Automobile fleet lease agreement with one another; and

11.20.7.1 the Off-Airport Rental Car Operator has the ability to take, either temporarily or permanently, all or any part of either company's portion of any jointly owned or leased Automobile fleet, or the Automobile fleet leased by the Rental Car Operator to, or from the Off-Airport Rental Car Operator; and

11.20.7.2 the Rental Car Operator is in any manner prevented from obtaining Automobiles from any third party, or the Off-Airport Rental Car Operator fails to give the Airport Rental Car Operator notice of its intent to take Automobiles sufficient to allow the Rental Car Operator to obtain Automobiles from another source to meet its customer demand for the period during which the Off-Airport Rental Car Operator will take the Automobiles from the Rental Car Operator.

11.20.8 entering into an agreement with (i) a person or entity that jointly owns or controls a Rental Car Operator, and the entity conducting an Off-Airport Rental Car operation at the Airport, or (ii) a person or entity owned or controlled by, affiliated, as a direct or indirect parent organization with, or in any other way affiliated with, the person or entity that jointly owns or controls a Rental Car Operator, and the entity that conducts an Off-Airport Rental Car Operation, for the provision of an Automobile fleet, and:

11.20.8.1 the person or entity leasing the Automobile fleet to a Rental Car Operator has the ability to take all or any part of the Automobile fleet from the Rental Car Operator, either temporarily or permanently; and

11.20.8.2 the Rental Car Operator is, in any manner prevented from leasing Automobiles from any third party, or the person or entity leasing the Automobile fleet to the Rental Car Operator fails to give the Rental Car Operator notice of its intent to take Automobiles in time sufficient to allow the Rental Car Operator to obtain Automobiles from another source to meet its customer demand for the period during which the person or entity leasing the Automobile fleet to the Rental Car Operator, will take the Automobiles from the Rental Car Operator.

11.21 **Other Provisions Governing Rental Car Operators.** The following provisions govern Rental Car Operators:

11.21.1 The Rental Car Operator will be responsible for conducting rental car operations in accordance with the Concession Agreement with the Authority. The Rental Car Operator will be responsible for its Drivers, Non-Drivers, Affiliates, or any other Person engaged in rental car operations at the Airport, and if such actions constitute a violation of these Rules and Regulations, the Rental Car Operator will be responsible for any and all penalties and suspensions resulting from a violation of these Rules and Regulations, separate and aside from any action taken by the Authority regarding the Concession Agreement with the Authority.

SECTION 12
DEFINITIONS APPLICABLE ONLY TO PARKING OPERATORS

12.1 **Airport Gross Receipts.** With respect to Parking Operators, the term “Airport Gross Receipts” means Gross Receipts of a Parking Operator derived in connection with parking, shuttle transportation or Courtesy Vehicle transportation provided to a Person who parks a motor vehicle at any Airport Facility of that Parking Operator and is transported to or from the Airport by any Commercial Vehicle. It shall be presumed that all Gross Receipts of a Parking Operator are Airport Gross Receipts unless the Parking Operator demonstrates otherwise to the satisfaction of the Executive Director. In order to establish that less than all Gross Receipts are Airport Gross Receipts, the Parking Operator shall, at a minimum, segregate and maintain records of all parking transactions for Persons who did not use the Airport, together with a statement (which shall be included in the parking agreement or attached thereto) completed and separately signed by such customer, in the following form:

I hereby certify that I did not use Orlando International Airport during the time period my vehicle was parked at this facility.

Signature

Printed Name

Date

The Gross Receipts derived by a Parking Operator pursuant to any parking agreement that does not contain or have attached thereto such statement separately signed by the customer shall be deemed Airport Gross Receipts.

12.2 **Gross Receipts.** With respect to Parking Operators, the term “Gross Receipts” means all amounts billed or received by a Parking Operator or an Affiliate of the Parking Operator or any contractor/subcontractor from or in connection with the parking of vehicles at any Airport Facility of that Parking Operator, or the provision of shuttle transportation or Courtesy Vehicle transportation between such Airport Facility and the Airport.

12.2.1 **Inclusion in Gross Receipts.** Gross Receipts include, but are not limited to:

12.2.1.1 all amounts billed to or received from customers of any Affiliate of the Operator or any contractor/subcontractor used by the Parking Operator, to provide parking service, shuttle transportation, or Courtesy Vehicle transportation regardless of what portion, if any, of such amounts are received or retained by the Parking Operator;

12.2.1.2 amounts paid or payable in exchange for coupons or vouchers which are redeemed at an Airport Facility;

12.2.1.3 amounts of discounts given to any customer resulting from a trade or swap of products or services for parking service or from the customer’s purchase or promise to purchase any service or product from any person other than or in addition to parking service, shuttle transportation or Courtesy Vehicle transportation; and

12.2.1.4 charges customarily made for parking service, shuttle transportation, or Courtesy Vehicle transportation even though not actually collected.

12.2.1.4.1 Complimentary parking, including parking provided to Tour Operators, their Affiliates or representatives for the promotion of business or vehicles otherwise provided in exchange for goods, services or accommodations are included in Gross Receipts.

12.2.2 **Exclusion from Gross Receipts.** Gross Receipts shall not include:

12.2.2.1 amounts of separately-stated discounts actually given to the customer that are available generally to the public or a class of persons of the public so long as the discounts are not included as part of Gross Receipts pursuant to Section 12.2.1, above;

12.2.2.2 amounts separately stated and actually collected from a customer as reimbursement for the Privilege Fee payable by the Parking Operator to the Authority. Any such collected amount shall hereinafter be referred to as a “Privilege Fee Recovery Charge”;

12.2.2.3 amounts separately stated and received from the sale of any product or service other than parking service, shuttle transportation, or Courtesy Vehicle transportation;

12.2.2.4 amounts of documented credits and refunds separately stated and actually made to customers;

12.2.2.5 amounts of any separately-stated federal, state or local sales or other taxes payable to a governmental entity (other than the Authority) and required by the taxing authority to be imposed upon the Parking Operator’s customers and collected by the Parking Operator; or

12.2.2.6 proceeds from the sale of capital assets.

12.2.3 **No Negative Receipts.** In no event shall a Parking Operator’s Gross Receipts from any transaction be negative in any receipt category. A Parking Operator shall account separately for any exclusions from Gross Receipts and for prepaid, discounted and free parking in its general ledger, revenue journals, and/or summaries.

12.2.4 **Discounts.** In the computation of Gross Receipts from any rental made by the Parking Operator to which a discount was applied, unless the discount by its terms applied only to specified components of the consideration for the rental, the discount shall be deemed to apply equally to all components of the consideration received by the Parking Operator for or in connection with such rental, whether or not any such component would be treated as Gross Receipts hereunder, and shall not be treated as applicable only to a certain component or components of such consideration. In particular, without limitation, a discount shall never be treated in the computation of Gross Receipts hereunder as applicable only to components of such consideration which constitute Gross Receipts hereunder and as not applicable to other components of such consideration which do not constitute Gross Receipts hereunder. If a discount granted by the Parking Operator with respect to a rental applies by its terms to only certain components of the consideration received by the Parking Operator for or in connection with that rental, then such discount shall be applied in accordance with its terms in the computation of Gross Receipts hereunder. However, the Authority and any employee or agent acting on its behalf shall be entitled to presume that any discount granted by the Parking Operator with respect to a rental applies equally to all items of consideration received by the Parking Operator for or in connection with that rental unless the Parking Operator demonstrates to the satisfaction of the Executive Director that such discount, by its term, applies only to certain components of such consideration. The provisions of this Section 12.2.4 shall apply notwithstanding the fact that the discount in question may have been granted pursuant to a written bona fide marketing plan. In no event may the Parking Operator deduct from Gross Receipts discounts, credits, rebates or deductions for fuel or free fuel.

12.2.5 **Commissions.** Gross Receipts shall not be reduced by reason of any commission or other amount paid or rebated by a Parking Operator to any third party.

12.2.6 **Credit Loss.** Gross Receipts shall not be reduced for (i) bank charges; (ii) uncollectible credit accounts; (iii) charges made by collection agencies; (iv) financing discounts which may apply by reason of the Parking Operator’s acceptance or use of credit cards or by reason of any other credit arrangement; or (v) bad debt losses.

12.2.7 **Calculation of Gross Receipts.** Gross Receipts shall be computed in accordance with generally accepted accounting principles and generally accepted auditing standards except to the extent such principles or standards may conflict with provisions of these Rules and Regulations or a written agreement between the Parking Operator and the Authority.

12.2.8 **Gross Receipts Include All Receipts.** Any receipts of a Parking Operator otherwise falling within the definition of Gross Receipts hereunder shall be treated as such notwithstanding the treatment of such receipts for a Parking Operator's own accounting purposes.

12.2.9 **Installment or Credit Sales.** The full amount of any transaction made on installment or credit shall be recorded in the month during which such transaction is made, regardless of the time when the Parking Operator actually receives payment (whether full or partial) thereof.

12.2.10 **Changes.** The Parking Operator shall not modify the accounting treatment of receipts, or rename or redefine parking, services or products in any manner that would deprive the Authority of amounts that would otherwise be payable to the Authority.

12.2.11 **Customer Notification of Fee.** Neither Section 12.2.2.2 nor any other provision of these Rules and Regulations shall be construed as an endorsement or approval by the Authority of a method or practice by a Parking Operator of charging its customers a separate fee to recover, in whole or in part, fees payable by the Parking Operator to the Authority, and the Parking Operator shall not state or imply to its customers that any such fee charged is mandated, or authorized, or taxed by the Authority. Any Privilege Fee Recovery Charge charged to the customer shall never exceed ten percent (10%) of Airport Gross Receipts. The Parking Operator shall not have the option of collecting a Privilege Fee Recovery Charge, including the Privilege Fee Recovery Charge in Gross Receipts, and paying the Percentage Fee with respect to the collected amount. If the Parking Operator separately states a Privilege Fee Recovery Charge on any receipt, the amount separately stated shall be labeled on the receipt only as a "Privilege Fee Recovery Charge" or other such label as the Authority directs. Any such amounts not labeled in accordance with this Section 12.2.11 shall be deemed includable in Gross Receipts.

12.2.12 The Parking Operator forfeits exclusion of all discounts, deductions, credits and refunds to customers, or any other amounts that reduce Gross Receipts; in the event otherwise allowable discounts, deductions, credits and refunds to customer, or any other amounts that reduce Gross Receipts, are commingled with any non-excludable amounts.

12.2.13 Unless receipts are expressly and particularly excluded from Gross Receipts under Section 12.2.2, such receipts shall be included in Gross Receipts. Receipts derived from sources similar, but not identical to those described herein, shall also be included in Gross Receipts, unless expressly excluded by these Rules and Regulations.