

**PRIVILEGE PERMIT – FOR-HIRE VEHICLE (FHV) SERVICES**

THIS PERMIT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF, AND DELIVERED TO THE PERMITTEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
4 World Trade Center  
150 Greenwich Street  
New York, New York 10007**

The Port Authority of New York and New Jersey (“the Port Authority”) hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facilities John F. Kennedy International Airport (“JFK”), LaGuardia Airport (“LGA”), and Newark Liberty International Airport (“EWR”) hereinafter named the “Airport”, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. PERMITTEE: [2]
2. PERMITTEE’S ADDRESS: [3]
3. PERMITTEE’S REPRESENTATIVE: [4]
4. PRIVILEGE: As set forth in Section 3 of the Terms and Conditions herein.
5. PERMITTEE FEDERAL TAX ID: [5]
6. INITIAL FEE:

Average Number of Monthly Pick-Ups in the Last Six Months of Operations	Fee Amount
100,000 or more	\$200,000
At least 50,000 but less than 100,000	\$125,000
At least 10,000 but less than 50,000	\$75,000
At least 1,000 but less than 10,000	\$25,000
At least 100 but less than 1,000	\$5,000

7. PERMITTEE PER TRIP ACCESS FEE: The Access Fee is Two Dollars and Fifty Cents (\$2.50) for each pick-up and drop-off, as set forth in Section 9 of the Terms and Conditions herein. The Access Fee shall not be implemented prior to October 2020 and is subject to change as set forth in the Port Authority Schedule of Charges. Permittee will be notified of any such changes through written notice at least sixty (60) days in advance of any proposed change taking effect, as set forth in Section 9 of the Terms and Conditions herein.

- 8. REQUIRED SECURITY DEPOSIT or LETTER of CREDIT: \$[6] (Equal to the estimated Access Fees for Three (3) Months of Projected Operations after implementation of the Access Fee, as set forth in Section 11 of the Terms and Conditions herein.)
- 9. EFFECTIVE DATE: [7]
- 10. EXPIRATION DATE: [8]
- 11. INSURANCE REQUIREMENTS: As set forth in §22 of the Terms and Conditions herein.

[9]  
PERMITTEE

By: \_\_\_\_\_

The Port Authority of New York and New Jersey  
By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: [10]

Printed Name: [12]

Title: [11]

Title: [13]

Dated as of: \_\_\_\_\_

Dated as of: \_\_\_\_\_

Port Authority Use Only:	
Approval as to Terms	Approval as to Form

## TERMS AND CONDITIONS

### 1. DEFINITIONS

- (a) “Access Fee” means a fee: (a) charged to the Permit Holder in return for the privilege, which is conveyed by this Permit, to access the Airport and to use the Airport’s facilities in order for the Permit Holder to provide FHV Service on the Airport; and (b) calculated on the basis of the occasions an FHV Driver operating under this Permit enters the Airport and drop-off or picks up one or more passengers or for any other reasons set out in this Permit. The Port Authority will define the Geofence area that delineates entry onto the Airport.
- (b) “Airport” or “Airports” mean, separately or collectively as the case may be, John F. Kennedy International Airport, Newark Liberty International Airport and LaGuardia Airport or any of them.
- (c) “Authorized Service” means the service the Permittee may perform pursuant to this Permit.
- (d) “Business Day” means Monday through and including Friday of each week, excluding holidays observed by the Port Authority.
- (e) “Designated Waiting Area” means one or more specific areas or facilities located at or near John F. Kennedy International Airport, Newark Liberty International Airport and/or LaGuardia Airport which have been identified in this Permit where FHV Drivers operating under this Permit may stage and wait with their FHV Vehicles while waiting to arrange an FHV Pre-Arranged Trip with one or more passengers located on the Airport.
- (f) “Digital Driver Profile” means driver identification as set forth in Section 4(g) of the Terms and Conditions of this Permit.
- (g) “Documents” shall have the meaning set forth in Section 12 of the Terms and Conditions of this Permit.
- (h) “Drop-Off Area” means one or more specific areas or facilities located on John F. Kennedy International Airport, Newark Liberty International Airport and/or LaGuardia Airport which have been designated in this Permit for the drop-off of passengers by FHV Drivers operating under this Permit.
- (i) “Executive Director/Chief Executive Officer” means the person or persons designated by the Port Authority from time to time to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority, or his duly designated representative or representatives. All powers of the Executive Director will transfer to a Chief Executive Officer (“CEO”) of the Port Authority when a CEO is appointed.
- (j) “Facility” or “Facilities” mean, separately or collectively as the case may be, John F. Kennedy International Airport, LaGuardia Airport, and Newark Liberty International Airport.

- (k) “First pages of this Permit” means the two pages of the Permit with the heading “Privilege Permit – For-Hire Vehicle (FHV) Services.”
- (l) “For-Hire Vehicle” (“FHV”) means an organization, whether a corporation, partnership, sole proprietor or other form, that provides or offers ground-based motor vehicles or transportation services to passengers for-hire. FHVs include For-Hire Vehicle Services that facilitate transportation services that use an online-enabled application or platform or a digital network to connect passengers with drivers providing transportation for hire.
- (m) “For-Hire Vehicle Driver” (“FHV Driver”) means an individual authorized by an FHV to provide FHV Pre-Arranged Trips. An FHV Driver is considered to be associated with the FHV which has provided such authorization to the driver.
- (n) “For-Hire Vehicle Mobile Application” (“FHV Mobile Application”) means an online-enabled application, software, website and/or system provided by an FHV that enables its FHV Drivers to make arrangements for FHV Pre-Arranged Trips with individuals seeking transportation from or through the FHV.
- (o) “For-Hire Vehicle Motor Vehicle” (“FHV Motor Vehicle”) means the vehicle used by an FHV Driver in the provision of FHV Service.
- (p) “For-Hire Vehicle Permit Holder” (“FHV Permit Holder” or “Permit Holder” or “Permittee”) means the FHV to which this Permit has been issued by the Port Authority.
- (q) “For-Hire Vehicle Service” (“FHV Service”) means the provision of a Pre-Arranged Trip consisting of the transportation by an FHV and its FHV Drivers of a passenger(s) to or from, or within, the Airport, including but not limited to the use of a FHV Mobile Application.
- (r) “Geofence” means a software application utilizing a global positioning system (“GPS”) or radio frequency identification device (“RFID”) to establish a virtual “fence” or perimeter surrounding the Airport or a specified geographical area within the Airport. The Port Authority shall determine the boundaries of the Geofence that will be established at each Airport to designate the area wherein pick-ups and drop-offs shall occur, in coordination with FHVs. The Port Authority shall determine the boundaries of the Geofence for assessment of corresponding Per Trip Fees. The Port Authority may establish more than one layer of Geofence, and may add or modify required Geofence boundaries, as needed from time to time.
- (s) “Hazardous Materials” shall mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant; (ii) radon gas, asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; (iii) petroleum and any by-products, fractions, derivatives and constituents thereof, of any kind and in any form, including, but not limited to, oil, petroleum, fuel, fuel oil, sludge, crude oil, gasoline, kerosene, and mixtures of, or waste materials containing, any of the

foregoing; and (iv) any other gas, material or chemical which is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous wastes" or words of similar import under any Environmental Law.

- (t) “Manager of the Facility”, “General Manager of the Facility”, “Manager of the Airport” or “General Manager of the Airport” means the person or persons designated by the Port Authority from time to time to exercise the powers and functions vested in the General Manager of LaGuardia Airport, the General Manager of John F. Kennedy International Airport and the General Manager of Newark Liberty International Airport.
- (u) “Monthly Payment” means the product of, (i) the number of Trips or Shared Trips conducted by Permittee’s FHV Motor Vehicles during the calendar month, and (ii) the Per-Trip Fee then in effect.
- (v) “Permission” and “Privilege” are used interchangeably in this Permit and, except where expressly provided to the contrary, reference to “privilege” means privileges granted by this Permit.
- (w) “Permit” means this agreement and all other agreements designated therein as “Privilege Permit – For-Hire Vehicle (FHV) Services” covering the payment of the Access Fee and the other matters covered by this Permit and entered into between the Port Authority and a For-Hire Vehicle.
- (x) “Person” means a natural person, corporation or other legal entity, and two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, consortium, joint adventurers or otherwise.
- (y) “Pick-Up Area” means one or more specific areas on John F. Kennedy International Airport, Newark Liberty International Airport and/or LaGuardia Airport that may be designated in this Permit for the pick-up or drop-off of passengers by FHV Drivers operating under this Permit.
- (z) “Port Authority Lease” with respect to matters relating to John F. Kennedy International Airport and/or LaGuardia Airport means the Amended and Restated Agreement of Lease between the City of New York, as landlord, and the Port Authority as tenant, dated as of November 24, 2004, as the same from time to time may be supplemented or amended and/or restated.
- (aa) “Port Authority Lease” with respect to matters relating to Newark Liberty International Airport means the agreement between the City of Newark and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended and/or restated.
- (bb) “Port Authority rules and regulations” means the Port Authority Air Terminal Rules and Regulations as amended, supplemented or superseded, which are now in effect or which may hereafter be in effect as set forth at <http://www.panynj.gov/airports/general-information.html>, and applicable Airport Managers’ Bulletins.

- (cc) “Pre-Arranged Trip” means a trip commenced by a passenger pre-arranging a Trip or Shared Trip through an FHV Driver, for which a driver can provide documentation.
- (dd) “Solicit”, “Solicitation” or “Soliciting” means any action or series of actions by an FHV, while located on John F. Kennedy International Airport, Newark Liberty International Airport and/or LaGuardia Airport, which represents, or can be reasonably construed to represent, an offer to transport by motor vehicle another individual located on the Airport, for compensation, to a location outside of the Airport, or another location on the Airport, when an FHV Pre-Arranged Pick-up Trip, authorized by a permit issued by the Port Authority, has not been arranged with the other individual in advance of the action or series of actions. Permitted usage of the FHV Mobile Application by individuals shall not be considered Solicitation.
- (ee) “Terminal Roadway” means each roadway within the Airports which runs adjacent and parallel to the Airport terminal buildings, including all travel lanes within the roadway whether or not separated from other lanes by curbs and passenger waiting or loading areas.
- (ff) “Trip” means each instance in which one of Permittee’s FHV Vehicles drops off or picks up passenger(s) on Airport property. When an FHV Vehicle picks up or drops off multiple passengers during one passage through an Airport terminal frontage, it will be considered one “trip.” When an FHV Vehicle picks up passenger(s) on Airport property and drops off the same passenger(s) on Airport property, it will be considered one “trip.”
- (gg) “Shared Trip” means each instance in which one of Permittee’s FHV Vehicles picks up more than one passenger, for more than one Pre-Arranged Trip, on Airport property. The term Shared Trip also applies to each instance in which one of Permittee’s FHV Vehicles drops off more than one passenger, for more than one Pre-Arranged Trip, on Airport property.

## 2. EFFECTIVE DATE, REVOCATION AND TERMINATION

- (a) The permission granted by this Permit shall take effect upon the effective date set forth on the First pages of this Permit.
- (b) Notwithstanding any other term or condition hereof, this Permit may be revoked by the Port Authority without cause, upon thirty (30) days written notice to the Permittee, or terminated by the Permittee without cause, upon thirty (30) days written notice to the Port Authority, provided, however, that this Permit may be revoked by the Port Authority on forty-eight (48) hours’ notice to the Permittee if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to, the obligation to pay fees, and such failure is not cured within 30 days of written notice thereof from the Port Authority. The cure period shall not be applicable, and this Permit may be revoked by the Port Authority on twenty-four (24) hours’ written notice to the Permittee, in the event Permittee violates

the insurance requirements of Section 22 of the Terms and Conditions of this Permit. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date set forth above. Revocation, termination or expiration shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation, termination or expiration.

- (c) In the event the Port Authority exercises its right to revoke this Permit for any reason other than “without cause”, the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with legal proceedings including reasonable attorneys’ fees and/or the value of internal legal services initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit, provided the Port Authority is the prevailing party in such proceedings.
- (d) No exercise by the Port Authority of any right of revocation granted to it in this Section shall be deemed to be a waiver of any other rights of revocation contained in this Section or elsewhere in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

### 3. PERMIT PRIVILEGES

- (a) The Permittee is hereby granted the nonexclusive privilege of using the routes, roads and ways of the Airports as may be designated by the Port Authority from time to time for the purpose of picking up and dropping off passengers utilizing its transportation services at the Airports.
- (b) The Permittee is hereby granted the privilege to provide, and the Permittee hereby agrees to conduct the business of providing FHV Service to and from the Airports by an FHV for persons who have a Pre-Arranged Trip for their ride through the Permittee’s software or mobile application, as further provided in Section 4(f) of the Terms and Conditions of this Permit for all persons (and their baggage) desiring transportation by the Permittee to and from the Airports and their point of origin or destination.
- (c) The Permittee is hereby granted the nonexclusive privilege to have advertising promoting its services displayed on airport property, subject to then existing terms and conditions regarding such display as may be determined by the Port Authority and/or the Port Authority’s advertising contractor and/or the operator of the airport terminal at which the advertising is to be displayed.

### 4. PERMITTEE OPERATIONS

- (a) Designated Waiting Area: Permittee shall be responsible for informing FHV Drivers of the Port Authority requirement to use the Designated Waiting Area approved by the Port Authority for FHV staging and assist the Port Authority in enforcing this requirement against persistently non-compliant drivers.

- (b) FHV Driver Education: Permittee shall be responsible for providing informational materials to FHV Drivers with respect to compliance with the Port Authority Airport rules and regulations and the terms of this permit, with such materials and resources having been approved in writing by the Port Authority. The informational materials must be available on the FHV's website.
- (c) FHV Driver Communications: Permittee shall be responsible for communicating with FHV Drivers with respect to Port Authority instructions and alerts concerning activities at the Airports, including but not limited to: communications issued: during an emergency; in the event of a man-made or natural disaster, severe weather event, a serious or sudden traffic disruption; with information about snow removal, weather-related closings and delays; with updates regarding airport construction activities; in response to grounded flights or on-airport disruptions; with requests for additional FHV Motor Vehicles to serve the airport during periods of peak demand; for public safety, emergency preparedness, and activation of the Emergency Operations Center. Such communication materials must be available on the FHV's website or through emails, short message services (SMS), or the FHV Mobile Application.
- (d) FHV Driver Enforcement: Permittee shall be responsible for implementing suspension of driver privileges at the Airports in accordance with Section 8 herein, when the Port Authority determines that an FHV Driver shall be blocked on the Permittee platform from receiving requests to pick-up or drop-off customers on Airport.
- (e) Vehicle and FHV Driver Requirements
  - i. FHV's and FHV Drivers operating at John F. Kennedy International Airport, LaGuardia Airport, and Newark Liberty International Airport must be in compliance and must operate in accordance with all applicable State and local laws and regulations and the Port Authority's Airport Rules and Regulations.
  - ii. In order to operate at John F. Kennedy International Airport, LaGuardia Airport, and Newark Liberty International Airport:
    - (A) Every FHV Driver must have a valid driver's license.
    - (B) Every FHV Driver must have undergone record and criminal history checks, in compliance with the requirements of the state in which the motor vehicle operated by the FHV Driver is registered or been licensed by the New York City Taxi & Limousine Commission.
- (f) Geofence, Digital Driver Profile, Mobile App, and Waybill Geofence  
This Section must be adhered to by Permittees that use an FHV Mobile Application.
  - i. The Permittee shall ensure that Geofence technology is used so that FHV Motor Vehicles utilizing Permittee's software or mobile application can only receive requests for Pre-Arranged Trips originating at the Airport while physically located in the Designated Waiting Area(s), except in the



following limited instances as and when approved by the Port Authority in writing: (a) when a request is canceled by the Rider, in which case the FHV Driver may accept a new Pre-Arranged Ride within a period of time agreed upon by the parties and proceed to the Pick-Up Area; (b) the Driver is picking up an additional Pre-Arranged Trip as part of a Shared Ride; (c) when the supply of Drivers in the Designated Waiting Areas is insufficient to meet current Pre-Arranged Trip requests, or (d) as otherwise authorized by the Port Authority in writing. The Port Authority reserves the right to approve and authorize the terms of such alternate dispatching and the associated windows of time for such alternate dispatching methods at each Airport, including the instances outlined in this Section 4 (f)(i). Permittee agrees that FHV Drivers shall (a) conduct all pick-ups in the Pick-up Area, (b) conduct all drop-offs in the Drop-Off Areas, and (c) stage in the Designated Waiting Area unless otherwise authorized by the Port Authority in writing.

- ii. For Permittees that use an FHV Mobile Application, the Permittee shall enter into a data interface agreement with the Port Authority-selected real-time monitoring software provider and work with assigned Port Authority personnel and/or the selected third-party company to develop and implement a vehicle Airport Geo-Fence tracking protocol. The Geofence shall be comprised of one or more polygons whose points are geographic coordinates defined by the Airport Property. The Port Authority may request that Permittee provide standard reports pursuant to Section 12 of the Terms and Conditions of this Permit to allow the Port Authority to audit and track all information for Permittee's services provided to and from the Airport via its FHV Drivers.
- iii. Permittee and any and all of its associated FHV Drivers, business partners, independent contractors, employees, and/or agents shall comply with the rules regarding entrance into the Geofence at all times.

(g) Digital Driver Profile

This Section must be adhered to by Permittees that use an FHV Mobile Application.

Each FHV Driver will have a Digital Driver Profile, which can be viewed at all times on the FHV Driver's mobile device. The Digital Driver Profile shall allow the Port Authority to confirm the following information for any FHV Driver and FHV Motor Vehicle inside or outside the Geofence area:

- i. Driver's name and color photo;
- ii. Vehicle make, model and color picture;
- iii. Vehicle license plate number;
- iv. Certificate(s) of Insurance for the FHV;
- v. The electronic equivalent of a waybill that meets the criteria set forth in Section 4(h) of the Terms and Conditions of this Permit.

vi. Vehicle location on street map in real time.

(h) Tracking of Mobile Application-Based FHVs

This Section must be adhered to by Permittees that use an FHV Mobile Application.

- i. The Permittee shall enter into a data interface agreement with the Port Authority-selected real-time monitoring software provider and work with assigned Port Authority personnel and/or the selected third-party company to develop and implement a vehicle Airport Geo-Fence tracking protocol. FHV Motor Vehicle real time tracking shall be established as follows: All FHV Motor Vehicles shall be identified electronically for each FHV trip by a unique number and the FHV Motor Vehicle license plate number. The unique number shall be linked by the Permittee to the FHV Driver.
- ii. Pre-arranged Trips shall be tracked at various stages based on transaction type described below. For each transaction type, Permittee shall electronically notify (“ping”) the Port Authority, in real time with:
  - (A) FHV Driver based unique identifier,
  - (B) FHV identification,
  - (C) FHV Motor Vehicle license plate number,
  - (D) timestamp,
  - (E) transaction type,
  - (F) product type,
  - (G) longitude and latitude.
- iii. FHV Drivers providing FHV Service must maintain an open FHV Mobile Application at all times while on Airport property.
- iv. Permittee shall electronically notify the Port Authority in real time with the data described above for movement of its FHV Motor Vehicles through the Airport(s) at such locations as prescribed by the Port Authority including time, date and GPS data for the following:
  - (A) Entrance into the Designated Waiting Area;
  - (B) Exit from the Designated Waiting Area;
  - (C) Any entrance onto Airport property;
  - (D) Any exit from Airport property;
  - (E) When a passenger is picked up on Airport property; and
  - (F) When a passenger is dropped off on Airport property.

(i) Waybill

This Section must be adhered to by Permittees that use an FHV Mobile Application.

- i. Every passenger pick-up or drop-off shall be documented electronically. The FHV Mobile Application must generate the electronic equivalent of a waybill which shall include the following requirements for each Pre-Arranged Trip in progress:
  - (A) The name of the FHV Driver;
  - (B) The FHV Motor Vehicle license plate number, make and model;
  - (C) The pick-up or drop-off location;
  - (D) Time/date of pick-up or drop-off;
  - (E) Transaction type (pick-up or drop-off).
- ii. FHV Drivers shall, upon request, present the waybill for each and every Pre-Arranged Trip in progress to any Airport or law enforcement official.

(j) Ride Request Data

For purposes of planning, traffic management and congestion mitigation, the Permittee shall make commercially reasonable efforts to allow the Port Authority or its contractor access to the Ride Request API and any such data sets that contain ride request data. Such Ride Request API data will be treated as “trade secrets” under the Port Authority’s Public Records Access Policy which is subject to the definitions and protections for trade secrets that are found in freedom of information laws of New York and New Jersey (N.Y. Public Officers Law §87. subd. 2 (d); N.J.S.A. 47:1A-1.1(7)).

5. DESIGNATED PICK-UP / DROP-OFF AREA

- (a) The Port Authority will designate a non-exclusive space or space(s) on the Airport for the pick-up or drop-off of FHV Permittee’s customers. Such space or spaces will not be exclusive to FHV Permittee use unless otherwise agreed to in writing by the Port Authority.
- (b) The Port Authority may relocate the designated Pick-Up Area(s) / Drop-Off Area(s) upon ten (10) business days’ written notice to the Permittee. In case of a weather-related emergency, disruption in normal Airport operations, or other exigent circumstances, the location of a Pick-Up Area / Drop-Off Area may be changed upon such notice as is reasonable under the circumstances. Such relocation of such designated space(s) shall not be deemed to be a revocation of this Permit.

6. DESIGNATED WAITING AREA

- (a) All FHV Motor Vehicles not actively loading/unloading passengers and not enroute to pick-up or drop-off passengers shall go to, and remain, in the Designated Waiting Area designated by the Port Authority or shall promptly exit Airport property.
- (b) No FHV Motor Vehicles shall circulate, stage, wait or park in any areas of the Airport other than the Designated Waiting Area, nor shall FHV Motor Vehicles

circulate on Terminal Roadways or any other Airport roadways while waiting for a pick-up.

- (c) The Port Authority may, by notice, relocate the Designated Waiting Area upon ten (10) business days' written notice to the Permittee. In case of a weather-related emergency, disruption in normal Airport operations, or other exigent circumstances, the location of the Designated Waiting Area may be changed upon such notice as is reasonable under the circumstances. Such relocation of such Designated Waiting Area shall not be deemed to be a revocation of this Permit.

## 7. AIRPORT ROADWAY USE

- (a) Permittee and Permittee's affiliated FHV Drivers, business partners, agents, independent contractors, and employees shall comply with all rules and regulations regarding the operation of motor vehicles at the Airports, including the Port Authority rules and regulations.
- (b) Permittee and Permittee's FHV Drivers, business partners, agents, independent contractors, and employees shall comply with any designation of a route or routes or parking area or areas designated for use by the Permittee which may be issued by the Port Authority.
- (c) The Permittee, and Permittee's FHV Drivers, business partners, agents, independent contractors, employees, invitees, and others doing business with it, shall pick-up and drop-off passengers or load and unload baggage and packages expeditiously as may be determined by the Port Authority from time to time and only at the point or points within the Airports which may be from time to time designated by the Port Authority.
- (d) The Port Authority makes no representations as to the condition of any routes, road or way, and does not agree to keep the same unobstructed or fit for use. No closing by the Port Authority of any route, road or way, whether temporary or permanent, whether or not such closing involves a route, road or way previously used by the Permittee hereunder, and no such closing by any governmental authority, whether of a route, road or way, within or outside the Airports, and whether or not at the request or with the consent of the Port Authority, shall constitute or be deemed a diminution of the privileges granted by this Permit, or shall relieve the Permittee of any of its obligations hereunder. Without limiting or affecting the rights of the Port Authority under applicable law, authorized representatives of the Port Authority, its contractors, lessees or permittees shall have the right to deny access from time to time to any area at the Airport, including terminal frontages. The Permittee acknowledges and agrees that any vehicle operated by or on behalf of the Permittee found in such areas as aforesaid may be towed by authorized representatives of the Port Authority, its contractors, lessees or permittees at the expense of the registered vehicle owner.

8. ENFORCEMENT

- (a) The Permittee agrees to temporarily or permanently suspend an FHV Driver from privileges at the Airport, including blocking an FHV Driver on the Permittee online-enabled application or platform or a digital network from receiving requests to pick-up or drop-off customers on Airport, if the Port Authority notifies the Permittee that the Port Authority has determined in its sole discretion that a driver is temporarily or permanently suspended for violation of any law or regulation, Airport Rules and Regulations, the obligations contained in this Permit, or any direction given by the Port Authority General Manager, or his or her designee, including but not limited to operations staff, or a member of the Port Authority Police Department.
- (b) Among the prohibited acts that may result in temporary or permanent suspension of an FHV Driver as set forth above are:
  - i. Failure to comply with any law or regulation, Airport Rules and Regulations, the obligations contained in this Permit, or any direction given by the Port Authority General Manager, or his or her designee, including but not limited to operations staff, or a member of the Port Authority Police Department;
  - ii. Offers of rewards or threats of any type that would be construed as bribery or a quid pro quo;
  - iii. Soliciting by words, gestures, street hails, or any other measures;
  - iv. Committing a disorderly, obscene, threatening, indecent, violent, or unlawful act, or threatening any person at an Airport;
  - v. Committing an act that is likely to endanger any person or property at an Airport;
  - vi. Allowing operation of an FHV Vehicle on Airport roadways by an unauthorized driver;
  - vii. Transporting a passenger in an unauthorized FHV Motor Vehicle;
  - viii. Failing to provide information, or providing false information, to police officers or designated Port Authority officials;
  - ix. Displaying to law enforcement or designated Authority official a waybill in an altered or fictitious form or refusing to show that information;
  - x. The use or possession of any alcoholic beverage, or any dangerous drug or narcotic, while operating a vehicle on Airport Property;
  - xi. Engaging in any criminal activity, whether conducted on or off of Airport property;
  - xii. Refusing to take passenger with service animal;
  - xiii. Rude or discourteous behavior towards passenger;

- xiv. Physical force, threats, harassment or abuse;
  - xv. Cruising for passengers instead of following proper airport or FHV protocols;
  - xvi. Leaving vehicle unattended while on the terminal frontage; or
  - xvii. Discrimination as prohibited under Section 17.
- (c) The Port Authority may request that the Permittee communicate a warning to an FHV Driver on the Port Authority's behalf.
  - (d) The Permittee is obligated to comply with requests for suspension of an FHV Driver privileges within three business days of receiving such a request.
  - (e) An FHV Driver shall have the opportunity to submit a request for reinstatement to the Port Authority Manager of Airport Access.
  - (f) While the Permit is in effect, the Permittee shall: (1) immediately report to the Port Authority in the event the Permittee knows or has reason to know that any prohibited act specified in Sections 8(b) hereof has been committed by an FHV Driver; or (2) immediately suspend such FHV Driver's privileges to operate at the Airport for committing any prohibited act specified in Section 8(b) while on Airport.

## 9. PERMIT FEES

- (a) Permittee shall pay an Initial Fee based on the Average Number of Monthly Pick-Ups Over the First Six Months as noted on the First pages of this Permit. The Permittee shall submit the Initial Fee with its signed Permit.
- (b)
  - i. The initial Access Fee shall be Two Dollars and Fifty Cents (\$2.50) for each drop-off and Two Dollars and Fifty Cents (\$2.50) for each pick-up. The Port Authority shall provide the Permittee a written notice no less than sixty (60) days before the start of such Per-Trip Fee. The fee will not be imposed prior to October 2020.
  - ii. For Shared Trips, where an FHV Motor Vehicle may pick up or drop off multiple passengers after passing through the Geofence boundary one time, a discounted Access Fee of \$1.25 shall be assessed for each Pre-Arranged Shared Trip.
  - iii. The Access Fee may be increased from time to time pursuant to the Port Authority Schedule of Charges. The Permittee will be notified of any proposed changes to Access Fees set forth in Section 9 (b)(i) or Section 9(b)(ii) of the Terms and Conditions at least sixty (60) days prior to those changes becoming effective and appearing in the Port Authority Schedule of Charges.

- iv. When an FHV Vehicle picks up a passenger on Airport property and drops off the same passenger on Airport property for an entire journey within the Geofenced area, it shall be considered one Trip, and the FHV Vehicle shall only be assessed the Per-Trip Fee applied to one Trip.

(c) Monthly Payment

- i. The Monthly Payment shall be transmitted to by the Port Authority so that it is received within thirty (30) calendar days of the close of any calendar month.
- ii. Payments made hereunder shall be made by wire/ACH or check payable to the order of “The Port Authority of New York and New Jersey”, which shall include the Port Authority permit number of this Permit on the face of the check, and be sent to the following address:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
P.O. BOX 95000-1556  
PHILADELPHIA, PENNSYLVANIA 19195-0001

Bank: TD Bank  
Bank ABA number: 031201360  
Account number: 5950011675

or to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Permittee.

- iii. The Monthly Payment shall be accompanied by a full reporting of the Permittee’s Airport operations for the payment period as provided in Section 12 of the Terms and Conditions of this Permit, sent either electronically or to the address set forth below.  

Manager, Airport Access Programs  
Aviation Department  
The Port Authority of New York and New Jersey  
4 World Trade Center  
150 Greenwich Street, 18<sup>th</sup> Floor  
New York, NY 10007
- iv. All amounts due under this Permit, including Monthly Payment, shall be paid in lawful money of the United States, free from all claims, demands, setoffs, or counterclaims of any kind.
- v. Any additional or other rates and charges payable by the Permittee for exercise of the privileges granted by this Permit shall be set forth in the Port Authority’s Schedule of Charges which may be found on the Port Authority’s website (<http://www.panynj.gov/airports/general-information.html>). In the case of any inconsistency between the Schedule of Charges and this Permit, the provisions of the Schedule of Charges

shall supersede this Permit: <http://www.panynj.gov/airports/general-information.html>.

10. LATE CHARGES

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (herein below described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (a) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 of the Terms and Conditions of this Permit, or (b) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

11. SECURITY DEPOSIT

- (a) Provided that an amount is set forth in Item 7 on the First pages of this Permit following the phrase "Required Security Deposit", and upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the term of this Permit) the Required Security Deposit, in cash or by Letter of Credit in a form to be prescribed by the Port Authority to the order of "The Port Authority of New York and New Jersey," as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Within thirty (30) business days of the expiration or termination of this Permit, the Port Authority shall return to Permittee the Required Security Deposit less any amounts due and owing from the Permittee to the Port Authority.



## 12. RECORDS AND REPORTING

- (a) All Permittees are required to submit records and reporting noted in this Section online via the Port Authority-established website. The Permittee will be notified in writing of website address when that has been established.
- (b) Monthly Report:
  - i. Within thirty (30) calendar days of the close of any calendar month while this Permit is in effect; Permittee shall submit to the Port Authority its operations report for the previous calendar month (the “Monthly Report”). The Monthly Report shall be in an agreed-upon CSV or Excel electronic format and shall include for each Pre-Arranged Trip: FHV Driver Identification number, FHV company name, FHV Motor Vehicle license plate number, and timestamp, transaction type (pick-up or drop-off), product type (single ride, premium ride, shared ride, etc.), on-airport pick-up/drop-off longitude and latitude coordinates, date, and time.
  - ii. The Monthly Report shall include a statement, attested to by an executive of the Permittee (of at least Senior Manager level or above) that the systems, processes and procedures of the Permittee have been fairly and accurately compiled, recorded, and transmitted, in all material respects, the information referenced above in Section 12(b) as to whether or not the number of FHV Pre-Arranged Trips at the Airports, as well as the amount of Access Fees, as stated in the Monthly Reports, are fairly and accurately presented, in all material respects, both the actual number of such trips occurring at the Airports in the period covered by the Monthly Reports and the amount of Access Fees the Permittee was required under this Permit to remit to the Port Authority on account of such trips.
- (c) Books and Records
  - i. Permittee agrees to maintain and make available to the Port Authority, upon reasonable notice accurate books and accounting records directly relating to its operations under this Permit. During such review, Permittee will permit the Port Authority to audit, examine and make reasonable copies, excerpts and transcripts from full and complete records and books of accounts, and to make audits of all invoices, materials, records and other data related solely to the operations pursuant to this Permit. Records and books of account shall be kept in accordance with accepted accounting practice.
  - ii. Permittee shall maintain such data and records in an accessible location and condition within the Port District for a period of not less than five years from the expiration of the Permit or the last date of operations at the Airport, whichever is later.
  - iii. (A) Permittee agrees to maintain all books, records, accounts and reports required under this Permit for a period of not less than five (5) years after termination or expiration of this Permit, and not less than seven

(7) years after the date of the creation of any such books, records, accounts and reports.

(B) Notwithstanding the foregoing, in the event of a claim arising from the performance of this Permit, Permittee agrees to maintain all books, records, accounts and reports required under this Permit for a period of not less than five (5) years after settlement of such claim, or resolution of such claim in litigation, including all appeals.

(d) Customized Reports

The Port Authority may request customized reports deemed reasonably necessary from the Permittee to demonstrate compliance with this Permit at no cost to the Port Authority. Such reports must be submitted no later than four (4) weeks from the date of the request unless an extension beyond four (4) is requested by the Permittee and approved in writing by the Port Authority, which approval shall not be unreasonably withheld. Permittee agrees to provide the Port Authority with a timeline for compliance with such request. In the event that Permittee cannot comply with the Port Authority's specific request, Permittee shall provide an explanation for the inability to comply, and Permittee agrees to meet with the Port Authority within fourteen (14) days of the request to discuss and agree upon what, if any, similar report can be provided and when. Failure to submit reports on a timely basis may be considered a material breach of the Permit and grounds for termination for cause. Permittee shall make commercially reasonable efforts to provide such customized reports.

(e) Should any examination, inspection, and audit of Permittee's books and records by the Port Authority disclose an underpayment by Permittee of the consideration due, Permittee shall promptly pay the Port Authority the amount of such underpayment. If such underpayment exceeds five percent (5%) of the consideration due, Permittee shall reimburse the Port Authority for all reasonable costs incurred in the conduct of such examination, inspection, and audit. In the event that the Port Authority deems it necessary to use the service of in-house or outside legal counsel in connection with collecting the reimbursement for such examination, inspection, and audit, then Permittee shall reimburse the Port Authority for reasonable attorney's fees and litigation expenses as part of the aforementioned costs incurred.

(f) In the event that, upon conducting an examination of the documents as described in this Section, the Port Authority determines an underpayment of the consideration due that unpaid amounts are due to the Port Authority by the Permittee (the "Audit Findings"), the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amounts shall be deemed a waiver of the right of the Port

Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Section with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit, or (ii) any obligations of the Permittee under this Permit.

- (g) The foregoing amounts set forth in paragraphs (f) above shall be deemed fees under this Permit payable to the Port Authority with the same force and effect as the Per Trip Fee and all other fees payable to the Port Authority thereunder.

### 13. EXERCISE OF PRIVILEGES BY PERMITTEE

- (a) The privileges granted hereby shall be exercised:
  - i. if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and Permittee's FHV Drivers, business partners, agents, independent contractors, employees, or
  - ii. if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, Permittee's FHV Drivers, business partners, agents, independent contractors, and employees, or
  - iii. if the Permittee is a partnership, by the Permittee acting only through the medium of its partners, Permittee's FHV Drivers, business partners, agents, independent contractors, and employees, or
  - iv. if the Permittee is an individual, by the Permittee acting only personally or through the medium of Permittee's FHV Drivers, business partners, agents, independent contractors, or employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such privileges through the medium of any other person, corporation or legal entity. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligations of each such individual or other legal entity.

- (b) The Permittee must notify the Port Authority of a merger of the Permittee with another legal entity or acquisition of the Permittee by another legal entity that operates an FHV or similar business in the United States that is directly relevant to the FHV Services provided under this Permit.
- (c) The Permittee shall not assign or transfer this Permit or any of the privileges granted hereby or enter into any contract requiring or permitting the doing of

anything hereunder by another corporate entity, without the prior written consent of the Port Authority.

- (d) The Permittee is not made or designated as the agent or representative of the Port Authority for any purpose whatsoever by, or by reason of, this Permit.
- (e) Neither this Permit nor anything contained herein, shall be deemed to grant any rights in the Permittee to use and occupy any land, building space or other area at the Airport or shall be deemed to have created any obligation on the part of the Port Authority to provide any such land, space or area to the Permittee.
- (f) Neither the execution and delivery of this Permit nor any act done pursuant thereto shall create between any terminal operator, lessee or other occupant of land at the Airport including but not limited to the Permittee, on one hand, and the Port Authority on the other hand the relationship of bailor and bailee, or any other relationship or any legal status which would impose upon the Port Authority any obligations with respect to any personal property.
- (g) Nothing contained in this Permit shall constitute permission to the Permittee to park or store equipment or personal property at any location or area at the Airport.
- (h) This Permit shall not grant to Permittee any right to carry on any business or operation at the Airport other than that specifically provided herein.
- (i) It is understood that any and all privileges granted hereunder to the Permittee are non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Airport to another or others, whether by this form of permit or otherwise, and neither the granting to others of privileges granted hereunder nor the existence of agreements by which similar privileges have been previously granted to others shall constitute a violation or breach of the permission herein granted.
- (j) No party shall be granted a Permit to carry on a business or operation at the Airport as specifically provided herein containing terms more favorable to the Permittee than are set forth herein for the period until and on the Expiration Date of this Permit.
- (k) This Permit does not grant to Permittee, nor the Permittee's affiliated FHV Drivers, business partners, agents, independent contractors, employees, invitees and others doing business any right or privilege hereunder to park vehicles within the Airport while actively seeking a fare unless in the Designated Waiting Area or unless otherwise provided by this Permit or the Airport General Manager in writing.

#### 14. PERMITTEE'S REPRESENTATIVE

The Permittee's representative hereinbefore specified as the Permit signatory on the first page of the Permit (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

15. ENDORSEMENTS

The Permittee agrees to be bound by and comply with the provisions of all endorsements, if any, annexed to the Permit at the time of issuance.

16. NOTICES

A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by mail or by overnight delivery service addressed to the Permittee at the address specified on the First pages of this Permit or at the address that the Permittee may have most recently substituted therefore by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to:

Director of Aviation  
The Port Authority of New York and New Jersey  
18th Floor  
4 World Trade Center  
150 Greenwich Street  
New York, New York 10007

or to such other address as the Port Authority shall hereafter designate by notice to the Permittee.

17. NONDISCRIMINATION

- (a) This Permit is subject to the requirements of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation's regulations, 49 CFR Part 21. The Permittee agrees that it will provide services without discrimination because of race, color, national origin or sex.
- (b) Pursuant to the provisions of paragraph (a) of this Section, the Permittee shall comply with the provisions of Schedule H attached hereto as if set forth in its entirety herein.
- (c) Permittee agrees that it and its officers, agents, or employees will not discriminate on the basis of race, color, religion, sex (including gender identity and sexual orientation), pregnancy, national origin, age, disability, genetic information, veteran status or any other protected category in the provision of services, benefits or activities provided under this Permit or in the provision of its online-enabled technology application services used to connect passengers with FVH Drivers providing transportation for hire services and further agrees that any violation of this prohibition on the part of Permittee, its employees, agents or assigns shall constitute a material breach of this Permit.
- (d) Should Permittee become aware that any affiliated FHV Driver has engaged in any act of discrimination on the basis of race, color, religion, sex (including

gender identity and sexual orientation), pregnancy, national origin, age, disability, genetic information, veteran status, or any other protected category in the provision of services, benefits or activities provided under this permit, including, but not limited to the carriage of persons to or from the Airport, or the acceptance of a person as a passenger for carriage to or from the Airport, the Permittee shall permanently block such FHV driver from receiving requests to pick-up or drop off customers on the Airport.

18. PROHIBITED ACTS

- (a) The Permittee shall not do or permit to be done any act which
  - i. will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or
  - ii. will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or
  - iii. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or
  - iv. may cause or produce upon the Airport any unusual noxious or objectionable smokes, gases, vapors or odors, or
  - v. may interfere with the effectiveness or accessibility of any drainage and sewerage system, water system, communications system, fire protection system, sprinkler system, alarm system, fire hydrant and hose, if any, installed or located or to be installed or located in or on the Airport, or
  - vi. shall constitute a nuisance or injury in or on the Airport or which may result in the creation, commission or maintenance of a nuisance or injury in or on the Airport.
  - vii. For the purpose of this paragraph (a), "Airport" includes all structures located thereon.
- (b) The Permittee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Materials on the Airport. In addition, any Hazardous Materials disposed of, released or discharged by the Permittee (or permitted by the Permittee to be disposed of, released or discharged) on the Airport shall upon notice by the Port Authority to the Permittee, be completely removed and/or remediated by the Permittee at its sole cost and expense. The obligations of the Permittee pursuant to this paragraph shall survive the expiration, revocation, cancellation or termination of this Permit.
- (c) The Permittee shall not dispose of nor permit anyone to dispose of any waste materials (whether liquid or solid) by means of any toilets, sanitary sewers or storm sewers.

- (d) The Permittee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist within Permittee's control which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Airport which interfere or are likely to interfere with the operation of the Airport or any part thereof by the Port Authority or with the operations of the lessees, licensees, permittees or other users of the Airport or with the operations of the Permittee under this Permit.
- (e) With regards to the services provided hereunder, if aware, the Permittee shall immediately give notice to the Port Authority (if verbal notice is given, to be followed by written notice and report no less than five (5) days after such verbal notice) of any and all material impending or existing labor complaints, troubles, disputes or controversies which affects the operations of one or more of Permittee's parking facilities, the Designated Waiting Area, or terminal frontages, and the progress thereof.
- (f) The Permittee acknowledges that it is familiar with the general and local conditions prevailing at the Airport and with the all pertinent matters and circumstances which may in any way affect performance of the privileges granted under this Permit.
- (g) The Permittee shall not Solicit business on the public areas of the Airport, without the express approval of the Port Authority.
- (h) The Permittee shall not use, at any time, hand or standard megaphone, loudspeaker or any electric, electronic or other amplifying device without written approval of the Port Authority Airport General Manager or his or her designee.
- (i) No signs, brochures, posters or similar devices shall be erected, displayed or maintained at the Airport without the written approval of the Port Authority; and any not approved by the Port Authority or not removed by the Permittee upon the termination, revocation, expiration or cancellation of this Permit may be removed by the Port Authority at the expense of the Permittee.
- (l) The Permittee shall not use any cleaning materials having a harmful or corrosive effect on any part of the Airport.
- (m) The Permittee shall not fuel or defuel any equipment in any enclosed space at the Airport without the prior approval of the General Manager of the Airport except in accordance with Port Authority rules and regulations.
- (n) The Permittee shall not start or operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device.

19. PORT AUTHORITY PROPERTY

- (a) The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with the prior written approval of the Port Authority.

- (b) The Permittee shall be responsible for the cost of repair or replacement any property of the Port Authority damaged by the Permittee or its officers, FHV Drivers, business partners, agents, independent contractors, or employees.

20. OWNERSHIP OF INTELLECTUAL PROPERTY

The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any way connected with this Permit. Without in any way limiting its obligations under Section 21 of the Terms and Conditions of this Permit, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claims of a third party arising out of the operations of the Permittee under or in any way connected with this Permit.

21. INDEMNITY; LIMITATION OF LIABILITY

- (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against all claims and demands of third persons related to FHV services that originate or terminate at the Airports, including claims and demands of the City of New York, the City of Elizabeth or the City of Newark against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with any of the said Cities (“Claims”), including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of (i) any of the negligent actions or omissions or willful conduct of the Permittee, its officers, affiliated FHV Drivers, business partners, agents, independent contractors, or employees or (ii) Permittee’s performing or observing any terms or provision of this Permit, except to the extent such Claims arise from negligent acts or omissions or willful misconduct of Port Authority or its Commissioners, officers, employees, contractors and representatives, and shall reimburse the Port Authority for the Port Authority’s costs and expenses including legal expenses (including the value of Port Authority in-house legal services) incurred in connection with the defense of such claims and demands.
- (b) If a Claim is indemnified pursuant to Section 21(a) above and if so directed by the Port Authority, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent) after having been given timely notice thereof by the Port Authority; and in defending such suit, Permittee shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.



- (c) In the event of any injury or death to any person at the Airport when caused by the Permittee's operations, actions or omissions, or damage to any property (other than the Permittee's property) at the Airport when caused by the Permittee's operations or the operations, negligent actions or omissions or willful misconduct of Permittee's officers, affiliated FHV Drivers, business partners, agents, independent contractors, invitees, or employees, including but not limited to the arrangement and provision of FHV Services, the Permittee shall promptly notify the Port Authority and provide the Port Authority with the following: (i) the date, time, location, parties, vehicle(s) description(s) and license plate number(s) and description of the incident and (ii) and copies of any publicly filed report of the incident.

22. INSURANCE PROCURED BY PERMITTEE OR REQUIRED BY STATE LAW

- (a) The Permittee, in its own name as insured and endorsing The Port Authority of New York and New Jersey and its related entities and affiliates, their Commissioners, directors, superintendents, officers, partners, employees, agents, and successors and the City of New York as Additional Insureds ("Additional Insureds") via blanket endorsement CG 20 10 or its equivalent, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of (i) Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, and providing for coverage in the minimum limit of \$5 million for each occurrence, and (ii) Commercial Automobile Liability Insurance covering owned, non-owned, and hired vehicles and automatic coverage for newly acquired vehicles with a minimum combined single limit of \$5 million, as permitted by law. Such policies shall contain no exclusions for Assault and Battery. These coverages are considered minimum limits and Permittee must be in compliance with current and any future insurance requirements issued for FHV Motor Vehicles in the State in which the FHV Motor Vehicles are registered. Without limiting the foregoing, the Permittee shall also maintain Workers Compensation and Employers Liability Insurance in accordance with the Permittee's statutory obligations under the applicable State Workers Compensation Law for those employees of the Permittee employed.
- (b) The "Additional Insureds" shall be afforded coverage and defense as broad as if they are the first named insured and regardless of whether they are otherwise identified as Additional Insureds under the liability policies, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Such Additional Insureds status shall be provided regardless of privity of contract between the parties. The liability policy(ies) and certificate(s) of insurance shall contain separation of insured and severability of interests clauses for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. The Permittee is responsible for all deductibles or losses not covered by commercially procured insurance. Any portion of the coverage to be provided under a Self-Insured Retention (SIR) of the Permittee is subject to the review and approval of the

General Manager, Risk Financing. Furthermore, any insurance or self-insurance maintained by the above Additional Insureds shall not contribute to any loss or claim. Any self-insured retention shall cover any liability imposed upon the Permittee, its subsidiaries, and any of its contracting parties with respect to all operations and obligation assumed by the Permittee and any and all subsidiaries. The Permittee represents that such program provides the Insureds (as defined as Additional Insureds) with all rights, immunities and protections that would be provided by traditional independent insurance required under the Permit, including, but not limited to, the defense obligations that insurers are required to undertake in all liability policies pursuant to the terms of the Permit.

- (c) Each policy of insurance, except where applicable for the Workers' Compensation and Employers Liability Insurance policies and any policies procured and maintained by the FHV Drivers, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 22 of the Terms and Conditions of this Permit. The Permittee shall be responsible for any and all deductibles and losses not covered by insurance.
- (d) Each policy, except where applicable for the Workers' Compensation and Employers Liability Insurance policies and any policies procured and maintained by the FHV Drivers, shall contain a provision or endorsement that the policy may not be cancelled, terminated or provide a reduction in coverage/limits without giving thirty (30) days' written advance notice thereof to the Port Authority. The Permittee and its insurers shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority. The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).
- (e) A certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of this Permit by the Permittee to the Port Authority. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least seven (7) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of

this Permit. The aforesaid insurance, with the exception of insurance procured and maintained by the FHV drivers, shall be written by Insurance companies with an AM Best rating of “A-VIII” or better. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

- (f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under this Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by this Permit or any other agreement or by law.
- (g) The Permittee’s insurance shall provide primary coverage and shall be non-contributory with respect to self-insurance or insurance held by the Port Authority and the City of New York as “Additional Insureds.” To the extent any coverage the Permittee obtains and/or maintains under this agreement contains “Other Insurance” language or provisions, such language or provisions shall not be applicable to the Additional Insureds or to any insurance coverage maintained by the Additional Insureds; All insurance policies maintained by the Permittee shall include a waiver of subrogation, as allowed by law, in favor of the Additional Insureds; Defense costs must be outside of policy limits. Eroding limits policies are not permitted; In the event the Permittee obtains and/or maintains insurance in an amount greater than the minimum limits required under this agreement, then the full limits of that insurance coverage will be available to respond to any claim asserted against the Additional Insureds that arises out of or is in any way connected with this agreement. If more than one insurance policy covers the same loss, the Permittee’s insurance shall be primary. All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of Additional Insureds. Defense costs must be outside the policy limits. Eroding limits policies are not permitted.
- (h) The Permittee’s failure to secure and maintain insurance which provides for defense and indemnification for the Additional Insureds, or failure to give the insurance carrier timely notice on behalf of the Additional Insureds shall constitute a material breach of this License. Such breach shall not be waived or otherwise excused by any action or inaction by the Additional Insureds at any time.

## 23. OTHER AGREEMENTS

In the event the terms and provisions of any agreement entered into by the Permittee with any third Person in connection with the privileges granted hereunder are contrary to or conflict or are inconsistent with the terms and provisions of this Permit, the terms and provisions of this Permit shall be controlling, effective and determinative.

24. WAIVER OF TRIAL BY JURY

The Permittee here waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted under this Permit and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

25. CONTINUED EXERCISE OF PRIVILEGE AFTER EXPIRATION, REVOCATION OR TERMINATION

- (a) Without in any way limiting the provisions hereof, in the event the Permittee shall continue to perform the FHV Service at the Airport for any period (a "Post-Termination Period") following the expiration, revocation or termination of the effective period of the permission granted under this Permit, commencing on the day that is the first day after the expiration of this Permit, the Permittee shall pay to the Port Authority, for any Post-Termination Period a Per Trip Fee equal to one hundred ten percent (110%) of the Access Fee as set forth in the Port Authority Schedule of Charges at the time of expiration, revocation or termination. The Permittees Access Fee rate amount shall continue to increase by ten percent (10%) every month thereafter until a replacement Permit is executed.
- (b) The foregoing fee escalation shall not be effective if the Port Authority fails to provide the Permittee with an opportunity to execute a replacement Permit or both parties are actively engaged in renewing the Permit with updated terms and conditions, where needed.
- (c) The foregoing shall not be deemed to give the Permittee any right to continue to perform the FHV Service at the Airport after the expiration, revocation or termination of the effective period of the permission granted under this Permit. In addition, the Permittee acknowledges that the failure of the Permittee to cease to perform the FHV Service at the Airport from the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss, and the Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same. The Permittee acknowledges that the Port Authority reserves all its legal and equitable rights and remedies in the event of such failure by the Permittee to cease performance of the FHV Service.
- (d) The Permittee hereby acknowledges and agrees that, subject to the foregoing, all terms and provisions of this Permit shall be and continue in full force and effect during any Post-Termination Period.

26. NO WAIVER

- (a) No failure by the Port Authority to insist upon the strict performance of any agreement, term or condition of this Permit or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or

amendment of this Permit during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term or condition.

- (b) No agreement, term or condition of this Permit to be performed or complied with by the Permittee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority and Permittee.
- (c) No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term or condition of this Permit shall affect or alter this Permit but each and every agreement, term and condition thereof shall continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

## 27. PORT AUTHORITY LEASE PROVISIONS

- (a) The Permittee acknowledges that it has been offered a copy of the Port Authority Leases with respect to John F. Kennedy International Airport and LaGuardia Airport, and Newark Liberty International Airport and has reviewed and is familiar with the contents of such Port Authority Lease or has waived review of the contents of such Port Authority Lease. In either case, the Permittee acknowledges that no greater rights or privileges are hereby granted to the Permittee than the Port Authority has the power to grant under the applicable Port Authority Lease.
- (b) In accordance with the provisions of the applicable Port Authority Lease, the Port Authority and the Permittee hereby agree as follows:
  - i. This Permit is subject and subordinate to the applicable Port Authority Lease and to any interest superior to that of the Port Authority;
  - ii. The Permittee shall not pay the fees or other sums under this Permit for more than one (1) month in advance (excluding security or other deposits required under this Permit);
  - iii. With respect to this Permit, the Permittee on the termination of the applicable Port Authority Lease will, at the option of the Port Authority, enter into a direct permit on identical terms with the Port Authority;
  - iv. The Permittee shall not use any portion of the Airport for any use other than as permitted under the applicable Port Authority Lease;
  - v. The Permittee shall indemnify the City of New York, as a third party beneficiary hereunder, with respect to all matters described in Section 24 of the Port Authority Lease with respect to John F. Kennedy International Airport and/or LaGuardia Airport;
  - vi. The Permittee shall use the Airport in a manner consistent with the Port Authority's obligations under Section 21 of the Port Authority Lease with

respect to John F. Kennedy International Airport and/or LaGuardia Airport;

- vii. The failure of the Permittee to comply with the foregoing provisions shall be an event of default under this Permit, which shall provide the Port Authority with the right to revoke this Permit and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder

28. MISCELLANEOUS

- (a) No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.
- (b) The Section and paragraph headings, if any, in this Permit are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.
- (c) This Permit may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each party agrees that an electronic signature to this Permit, whether affixed digitally or transmitted by fax, email or other electronic means, is intended to authenticate such party's writing and to have the same binding and legal effect as an original signature.
- (d) This Permit may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each party agrees that an electronic signature to this Permit, whether affixed digitally or transmitted by fax, email or other electronic means, is intended to authenticate such party's writing and to have the same binding and legal effect as an original signature.
- (e) This Permit, including schedules and endorsements, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof. If a court of law finds any provision of this Permit unenforceable, all other terms shall remain in full force and effect. This Permit may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee or except by notice as specifically set forth in Sections 2, 4, 5, 6, 7, 9, 12, 13, 16, 18, 19, 21 and 22 of the Terms and Conditions of this Permit. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

## Schedule H

### Title VI Clauses for Contracts

#### [A5.3.2]

#### GENERAL CIVIL RIGHTS PROVISIONS

The contractor/permittee/concessionaire/lessee/operator (hereinafter referred to as the "Contractor") agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

This provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### [A6.4.1]

#### Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it

or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**[A6.4.4]**

- A. The (grantee, licensee, lessee, permittee, etc., as applicable) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the grantee, licensee, lessee, permittee, etc. will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above nondiscrimination covenants, Port Authority will have the right to terminate the license, permit, etc., as applicable and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said license, permit, etc., as applicable had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Port Authority will there upon revert to and vest in and become the absolute property of Port Authority and its assigns.

**[A6.4.5]**

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, contractor/permittee/concessionaire/lessee/operator, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);



- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Initialed:

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For the Port Authority

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For the Contractor

**RIDER**

**Port Authority of New York and New Jersey  
PRIVILEGE PERMIT – FOR-HIRE VEHICLE (FHV) SERVICES  
Rider for Black Car, Limousine, Luxury Limousine, or Livery Operators**

The following changes have been made to the Privilege Permit – For-Hire Vehicle (FHV) Services between the Port Authority of New York and New Jersey and **[2]**, hereafter the “Permit,” to apply when Permittee is a Black Car as defined in this rider:

1. Item 6 on the Permit cover page numbered “i” shall be deleted and replaced with the following:

“6. Intentionally Omitted.”

2. Paragraph 1 of the Permit shall be deemed amended as follows:

There shall be added immediately after subparagraph (gg) the following new subparagraphs:

“(hh) “Black Car” means any FHV company licensed as a black car base, limousine operator, luxury limousine base, or livery base by the licensing authority where the company is domiciled. The term Black Car includes all FHVs that are not considered high volume FHVs (i.e. qualifying FHVs dispatch or plan to dispatch less than 10,000 FHV trips per day under a single brand, trade name or operating name) by the authority granting the company’s license.

(ii) “Quarterly Payment” means the cumulative total of Monthly Payments occurring at the end of every quarter of the year (three months ending on the last day of each March, June, September, and December).”

3. Paragraph 4 of the Permit shall be deemed amended as follows:

a. Subparagraph 4(f) shall be deleted and replaced with the following:

“(f) Intentionally Omitted.”

b. Subparagraph 4(g) shall be deleted and replaced with the following:

“(g) Intentionally Omitted.”

c. Subparagraph 4(h) shall be deleted and replaced with the following:

“(h) Intentionally Omitted.”

d. Subparagraph 4(i) shall be deleted and replaced with the following:

“(i) Waybill

This Section must be adhered to by Black Car Permittees.

i. Every passenger pick-up or drop-off shall be documented on a hard copy receipt or electronically. The FHV Driver must possess the paper or electronic equivalent of a waybill which shall include the following information for each Pre-Arranged Trip in progress:

- (A) The Permittee name and Port Authority issued Permit number;
- (B) The name of the FHV Driver;
- (C) The FHV Motor Vehicle license plate number, make and model;
- (D) The on-airport pick-up or drop-off location;
- (E) Date and time of on-airport pick-up or drop-off;
- (F) Transaction type (pick-up or drop-off).

ii. FHV Drivers shall, upon request, present the waybill for each and every Pre-Arranged Trip in progress to any Airport or law enforcement official.”

e. Subparagraph 4(j) shall be deleted and replaced with the following:

“(j) Intentionally Omitted.”

4. Paragraph 9 of the Permit shall be deemed amended as follows:

a. Subparagraph 9(a) shall be deleted and replaced with the following:

“(a) Intentionally Omitted.”

b. There shall be added immediately after subparagraph (c) the following new subparagraph:

“(d) Quarterly Payment

Black Car Permittees that demonstrate reliance on non-direct cash payment from passengers (including, but not limited to corporate accounts) may be eligible to submit quarterly payments, with the written approval of the Port Authority.

i. The Quarterly Payment shall be transmitted to by the Port Authority so that it is received within thirty (30) calendar days of the close of the end of any quarter of the year (with each quarter period consisting of the three months ending on the last day of March, June, September, and December).

ii. Payments made hereunder shall be made by wire/ACH or check payable to the order of “The Port Authority of New York and New Jersey”, which shall include the Port Authority permit number of this Permit on the face of the check, and be sent to the following address:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
P.O. BOX 95000-1556  
PHILADELPHIA, PENNSYLVANIA 19195-0001

Bank: TD Bank  
Bank ABA number: 031201360  
Account number: 5950011675

iii. The Quarterly Payment shall be accompanied by a full reporting of the Permittee’s Airport operations for the quarterly payment period as provided in Section 12 of the Terms and Conditions of this Permit, sent either electronically or to the address set forth below.

iv. All amounts due under this Permit, including Quarterly Payment, shall be paid in lawful money of the United States, free from all claims, demands, setoffs, or counterclaims of any kind.

v. Any additional or other rates and charges payable by the Permittee for exercise of the privileges granted by this Permit shall be set forth in the Port Authority’s Schedule of Charges which may be found on the Port Authority’s website (<http://www.panynj.gov/airports/general-information.html>). In the case of any inconsistency between the Schedule of Charges and this Permit, the provisions of the Schedule of Charges shall supersede this Permit: <http://www.panynj.gov/airports/general-information.html>.”

5. Paragraph 22 of the Permit shall be deemed amended as follows:

a. Subparagraph 22(a) shall be deemed amended as follows:

The first line of the paragraph is hereby amended to read as follows:

“The Permittee, in its own name as insured and endorsing The Port Authority of New York and New Jersey and its related entities and affiliates, their Commissioners, directors, superintendents, officers, partners, employees, agents, and successors and the City of New York as Additional Insureds (“Additional Insureds”) via blanket endorsement CG 20 10 or its equivalent, shall maintain and

pay the premiums during the effective period of the Permit on a policy or policies of (i) Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, and providing for coverage in the minimum limit required by the licensing or regulatory entity and (ii) Permittee shall cause each vehicle affiliated with Permittee to carry Commercial Automobile Liability Insurance covering owned, non-owned, and hired vehicles and automatic coverage for newly acquired vehicles with a minimum combined single limit required by the licensing or regulatory entity.”

b. Subparagraph 22(b) shall be deleted and replaced with the following:

“(b) Intentionally Omitted.”

c. Subparagraph 22(c) shall be deleted and replaced with the following:

“(c) Intentionally Omitted.”

d. Subparagraph 22(g) shall be deleted and replaced with the following:

“(g) Intentionally Omitted.”

e. Subparagraph 22(h) shall be deleted and replaced with the following:

“(h) Intentionally Omitted.”

6. Paragraph 28, subparagraph (e) of the Permit shall be deemed amended as follows:

The first line of the paragraph is hereby amended to read as follows:

“This Permit, including the Rider, schedules and endorsements, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof.”

Initialed:

\_\_\_\_\_  
For the Port Authority

\_\_\_\_\_  
For the Permittee

## Instructions and Required Documents for For-Hire-Vehicle (FHV) Permit

- 1) Fill in the table below and return this form back along with required documents as outlined below (as separate files in one email) to the following email address:  
PermitFHV@panynj.gov

a. Permittee:	
b. Permittee Address:	
c. Permittee Representative:	
d. Permittee Federal Tax ID:	
e. Projected number of Airport trips April to June 2021:	

- 2) W-9 signed by the individual who can bind the company. This identifies the address and Tax-ID associated with the individual operator. The IRS W-9 form can be found here: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- 3) Signatory authority documentation identifying the individual(s) authorized to execute the documents on behalf of the company. Please see below for acceptable forms of Signatory Authority:
  - a) If the Permittee is organized as a **Corporation** and the signatory to the Agreement is NOT its President or Vice President, the Permittee must provide documentation such as one of the following in order to verify the authority of the signatory to enter into the Agreement on behalf of the Permittee:
    - i) a copy of the Permittee's corporate by-laws setting forth the authority of the signatory to enter into the Agreement on behalf of the Permittee
    - ii) a copy of a corporate Resolution by the Board of Directors of the Permittee authorizing the signatory to enter into the Agreement on behalf of the Permittee
    - iii) an opinion of the Permittee's counsel (on said attorney's letterhead) stating that the signatory is authorized to enter into the Agreement on behalf of the permittee.
  - b) If the permittee is organized as a **Limited Liability Company**, the Permittee must provide documentation such as one of the following in order to verify the authority of the signatory to enter into the Agreement on behalf of the permittee:
    - i) a copy of the Permittee's operating agreement setting forth the authority of the signatory to enter into the Agreement on behalf of the Permittee

- ii) a copy of a Unanimous Consent of the Members of the Permittee authorizing the signatory to enter into the Agreement on behalf of the permittee
  - iii) an opinion of the Permittee's counsel (on said attorney's letterhead) stating that the signatory is authorized either under the Permittee's operating agreement or by a Unanimous Consent of the Members of the Permittee to enter into the Agreement on behalf of the Permittee.
- 4) State Registration Certificate which indicates if the Permittee is in good standing or not. This is generated on the State's website from which the Permittee operates.

a) **New York State:** Use the link below to search by company name. If the company is registered, you should be able to navigate to an "Entity Information" page that shows the company's "Current Entity Status". Print and include with package. An "INACTIVE" status needs to be rectified before the Port Authority can enter into an agreement with the company.

[https://appext20.dos.ny.gov/corp\\_public/CORPSEARCH.ENTITY\\_SEARCH\\_ENTRY](https://appext20.dos.ny.gov/corp_public/CORPSEARCH.ENTITY_SEARCH_ENTRY)

b) **New Jersey State:** The process for NJ is a bit more complicated than NY. Start with this website:

<https://www.njportal.com/DOR/businessrecords/EntityDocs/StandingCerts.aspx>

An unsuccessful search would suggest the company never registered in NJ, but there could be typos or data-entry anomalies on NJ's end (e.g., "L.L.C." instead of "LLC"; "Company" instead of "Co."). Trying various permutations of the name can be productive.

A successful search will produce a company's 10-digit, NJ "Business Entity ID" number. Copy that number and go to:

[https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)

**(this is the form to enter the info and get copy of certificate)**

As directed, enter the first four characters of the business name and paste the Business Entity ID number where indicated and click "Submit". 1 of 3 three things will happen:

- a. A Business Registration Certificate will appear ensuring current registration in good standing. Print and include with package.
- b. A message in red type will appear, indicating no matching data for the characters + ID entered. Check for errors, possible data entry missteps.
- c. A message in red type will appear - indicating the status of the business cannot be immediately confirmed and to call 609-292-9292 for

more information. This means that there is a data match – the company did register at some point, but there is some issue as to current status, which can only be described and addressed by the NJ representative at the number given. If the company is not in good standing, the NJ representative can advise what steps the company needs to take.

- 5) Certificate of Insurance (COI) reflecting the standards as outlined in the Insurance Section of the Permit (Section 22) and further supplemented in the Rider to the Permit. The COI document will be reviewed by the Port Authority Risk Division for compliance.
- 6) Security deposit amounts will be determined based on the terms outlined in section 8 (pg. ii) of the Permit.
  - i) If the total number of projected airport trips in Item 1 (e) above is 8,000 trips or more, a Letter of Credit in the amount of the required security deposit is required
  - ii) If the total number of projected airport trips in Item 1 (e) above is between 400-7,999, a company check is acceptable in the amount of the required security deposit
  - iii) If the total number of projected airport trips in Item 1 (e) above is less 400 trips, the security deposit requirement will be waived
- 7) List of the vehicles license plates and operator names associated with the FHV Permittee.