



Application for Ground Transportation Permit

MOHAVE COUNTY AIRPORT AUTHORITY, INC.

Company Name	
Company Address	
City, State, Zip	
Contact Name	
Phone Number	
Email Address	

ANNUAL PERMIT FEE <i>(Provide Vehicle Information on Back of Page)</i>			
<i>Service Type</i>	<i># Of Vehicles</i>	<i>Annual Permit Fee</i>	<i>Total</i>
Taxi Service		\$10 per Vehicle	
Shuttle Van Service (Up to 15 Passengers) *	n/a	\$600 per Company	
Shuttle Bus Service (16+ Passengers) *	n/a	\$1200 per Company	
Annual Total -			

**NOTE: Service Type is based upon the largest vehicle (Van or Bus) to be used at the Airport.*

- I/We received a copy of the "Ground Transportation Program" ordinance _____ (Initial)
- I/We meet the insurance requirements *(Provide Copies)* _____ (Initial)
- I/We have the required ADOT and City licenses *(Provide Copies)* _____ (Initial)

SUBMITTED BY:

PERMITTEE: _____

(Print Name)

BY: _____ DATE: _____

(Authorized Signature)

FOR AIRPORT AUTHORITY USE ONLY:

Permit Issue Date: _____

Permit End Date: _____

Fee Collected: _____

Insurance & Licenses Verified

Cash Check Credit Card

Permit Approved By: _____

Vehicles Covered Under Permit

#	Make	Model	Year	License #	# of Seats
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Note: Each vehicle will be issued a Ground Transportation Permit for display on the vehicles window.

Mohave County Airport Authority

Ground Transportation Permit Program And Rules and Regulations



Approved By: _____

Jeremy Keating, C.M., C.A.E.
Airport Director

Effective: July 1, 2022

MOHAVE COUNTY AIRPORT AUTHORITY, INC.
GROUND TRANSPORTATION PERMIT TO OPERATE AT
LAUGHLIN/BULLEAD INTERNATIONAL AIRPORT

SUBJECT:

No person shall operate any taxicab, shuttle or any other vehicles for hire, within the Laughlin/Bullhead International Airport, without all valid and necessary permits issued by the City, County and Airport Authority.

DEFINITIONS:

Certain words and phrases used in this document are defined as follows, unless the context otherwise stated:

- A. **Airport:** Means the Laughlin/Bullhead International Airport, as it currently exists or as it may exist in the future throughout the term of this permit.
- B. **Airport Director or Designee:** Means the Airport Director, Assistant Airport Director, and Operations Personnel.
- C. **Commercial Vehicle Operator (CVO):** As listed in the MCAA Rules & Regulations, the CVO provides commercial ground transportations services at the airport.
- D. **Mohave County Airport Authority:** The managing Authority of Laughlin/Bullhead International Airport
- E. **Permit:** Means this Ground Transportation Permit for transportation providers coming on to Laughlin/Bullhead International Airport.
- F. **Permit Application:** Means the application form completed and submitted by the Permittee to the Mohave County Airport Authority requesting a permit be issued under the Ground Transportation Program.
- G. **Permittee:** Means an individual or company, permitted to offer ground transportation service to travelers within the Laughlin/Bullhead International Airport.
- H. **Shuttle:** Means any vehicle that is designed to carry passengers between the airport, hotels, casinos, or any other destination.
- I. **Taxicab:** Means any public service vehicle designed to carry not more than six travelers, excluding the driver, and is used for hire and licensed to carry such tasks by the respective local authority.
- J. **Terminal:** Means the primary building at Laughlin/Bullhead International Airport.
- K. **Vehicle:** Means any automobile, truck, car, bus, limousine, motorcycle, bicycle, and other wheeled conveyances (excluding aircraft) operated by a Ground Transportation Provider, in which any person or property can be transported upon land.
- L. **Vehicle for Hire:** Means any ground transportation vehicle issued with a Passenger Stage Corporation certificate by the Arizona Utilities Commission.

1. **AUTHORITY:** The Ground Transportation Program is governed under Mohave County Airport Ordinance No. 2013-01, Section #2, as approved by the Mohave County Board of Supervisors on January 2, 2013.

Ordinance 2013-01, Section #2 – Unlawful Conduct of Business Activity

A person commits unlawful conduct of business if he engages in commercial activity of any nature, upon the premises of the Laughlin/Bullhead International Airport, by soliciting, selling or offering for sale or hire, any product or service, without first having obtained a lease, license or permit from the Airport Authority authorizing such activity and conducts said activity in the manner and at the location authorized.

2. **PREMISES:** The Premises shall mean those portions of airport property at Laughlin/Bullhead International Airport that are open to the general public for the pick-up or delivery of persons and luggage by automobile or such other areas as may be designated for this purpose by the Airport Director in writing (hereinafter "Loading Zones"). The Airport Director may designate Loading Zones by either posting the area as a Loading Zone and/or notifying Permittee in writing of the designated Loading Zones whether or not the zones are also posted. The term Premises is hereinafter used to refer to all Airport service roads leading directly to the Loading Zones themselves. Permittee's use of Airport property shall be limited to the Premises and does not extend to other areas such as private hangars or aprons without the prior written permission of the Airport Director.
3. **USE:** Permittee shall use the Premises for operating traditionally hired taxicab/shuttle vehicles for pick-up and drop-off delivery service and for no other use. Permit is for the vehicles on the Permit Application list provided by the Permittee. Permittee shall always comply with Ground Transportation Operating Rules and Regulations, attached here as Exhibit "A". The Ground Transportation Operating Rules and Regulations may be updated upon 30 days written notice by the Airport Director. Noncompliance by Permittee with Exhibit "A" Ground Transportation Operating Rules and Regulations is grounds for immediate termination of this Permit without notice by the Airport Director. The use allowed Permittee under this Permit is non-exclusive and Mohave County Airport Authority, Inc. (MCAA) reserves the right to allow such use by other providers without the necessity of renegotiation of the terms and conditions of this Agreement.
4. **TERM:** The term of this Permit shall commence on the "Permit Issued Date" and shall terminate on the "Permit End Date" as shown on the Permit Application; provided, however, either party may terminate this Permit prior to Permit End Date by giving the other party at least 30 days' prior written notice. Notwithstanding the foregoing, this Permit is subject to immediate termination without notice upon Permittee's violation of any of the terms contained herein, or Permittee's failure to maintain any required City and/or MCAA permits or licenses.
 - a. **PAYMENT METHOD AND LOCATION:** Permittee shall pay the Permit Fee in advance of each subsequent operational period beginning on the Permit Start Date, regardless of whether the permittee receives an invoice or notice of any permit fee increase from the MCAA. Permit Fee payments shall be made payable to "Mohave County Airport Authority, Inc." in United States dollars by check, money order, or cash and delivered to.

*Mohave County Airport Authority, Inc.
2550 Laughlin View Drive, Suite 117
Bullhead City, AZ 86429*

- b. **NO REFUND OF PERMIT PAYMENT:** Should either party terminate the agreement before the Permit period is complete, there will be no refund of the Permit payment.
 - c. **LATE PAYMENT:** No late payments are permitted. Permit will not be issued by MCAA without payment in full prior to requested operational period.
- 5. **ADMINISTRATION:** For MCAA, this permit shall be administered by the Airport Director.
- 6. **ASSIGNMENT, SUBLEASE, TRANSFER, OR SALE:** Permittee shall not sublet, assign (assignment shall include any stock transfer), sell or transfer all or any portion of its authorization under this Permit apart from Permittee's interest or permit any other person, firm, corporation, or entity to use or occupy the described premises. This permit is only valid for the company and vehicles listed during the listed permit period. Permittee's authorization under this permit may be the subject of an assignment or transfer in connection with a sale, assignment, or transfer of Permittee's interest with the prior written consent of the Authority.
- 7. **INSURANCE:** Upon execution of this Permit, for itself, and for any of its contractors or agents and shall always maintain in effect the following types and minimum amounts of insurance as applicable to the activity to be conducted.
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE:** in the amount of ONE MILLION Dollars (\$1,000,000) per occurrence and TWO MILLION Dollars (\$2,000,000) annual aggregate. Such insurance shall contain contractual liability insurance covering applicable leases, licenses, permits, or agreements.
 - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:** to cover bodily injury or property damage resulting from the Permittee's automobiles, whether owned, non-owned or hired. A minimum of ONE MILLION Dollars (\$1,000,000) in combined single limits shall be provided; and if vehicles used are buses, a minimum of FIVE MILLION Dollars (\$5,000,000) in combined single limits shall be provided.
 - c. **RIDESHARE:** Rideshare services shall maintain insurance in accordance with A.R.S. § 28-4038.
 - d. **WORKER'S COMPENSATION INSURANCE:** as required by law and employer's liability, insurance in the amount meeting the minimum requirements of Arizona law.
 - e. **WAIVER OF SUBROGATION RIGHTS:** All insurance policies cited herein shall contain a waiver of subrogation rights endorsement with respect to Mohave County Arizona and Mohave County Airport Authority, Inc.
 - f. **PRIMARY COVERAGE TO THE AUTHORITY:** Permittee's insurance shall provide primary coverage to the Authority when any policy issued to the Authority provides duplicate or similar coverage, and in such circumstance the Authority's policy will be excess over Permittee's policy. Permittee shall furnish certificates of such insurance and such other evidence satisfactory to the Authority of the maintenance of all insurance coverages required hereunder, and Permittee shall obtain a written obligation on the part of each insurance company to notify the Authority at least thirty (30) days before cancellation or a material change of such insurance. All such insurance policies shall be in form, and issued by companies, duly entered and authorized to

transact the required class of insurance in the State of Arizona, reasonably satisfactory to the Authority or which carry an A.M. Best Rating of A or better. All insurance policies required herein shall name the Mohave County Airport Authority and Mohave County as additional insureds.

- g. ADEQUACY OF INSURANCE:** The insurance requirements established herein are minimums only, and the Authority reserves that right to require higher limits of liability insurance if, in its sole and absolute discretion, it determines that such higher limits are necessary in accordance with industry standards or other types of insurance are required as the Authority may reasonably determine to be necessary for Permittee's airport activities. If any of the insurance coverage required herein shall become unsatisfactory to the Authority, in its sole and absolute discretion, the Permittee shall, within thirty (30) days from the receipt of advance written notice from the Authority to do so, provide new, or amended, coverage, as outlined in such written notice. A certificate evidencing the same shall be submitted for the Authority's approval, within such thirty (30) day period.
 - h. INDEMNIFICATION AND HOLD HARMLESS:** Permittee shall indemnify and hold Mohave County, Arizona, and the Authority harmless from any liabilities arising by reason of injury of any person or damage to any property, including costs of investigation and defense, arising out of the Permittee's activities pursuant to this Agreement. Such indemnification shall include, but not be limited to, all damages and/or costs of cleanup of an environmental nature in or about the Premises, caused by the Permittee, its agents, employees, or contractors. This indemnification shall include the use and occupancy of the Premises and the acts or omissions of Permittee's officers, agents, employees, contractors, subcontractors, Permittees, or invitees, regardless of where the injury, death, or damage may occur. This indemnification shall not apply where the gross negligence or willful misconduct of the Authority causes such injury, death, or damage. The Permittee shall indemnify and hold harmless Mohave County, Arizona and the Authority from any claims or costs of any nature in any way connected with this Permit, or arising out of construction, repair, or maintenance work performed by the Permittee. The Permittee shall give the Authority prompt written notice of any matter covered hereby and shall forward to the Authority copies of every demand, notice, summons, or other process received in any claim or legal proceeding covered hereby. Any payments made by the Permittee pursuant to this indemnification shall be in addition to all other remedies available to the Authority.
- 8. NONDISCRIMINATION:** Permittee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, and this Permit is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry and such other protected categories that may from time to time be added to Civil Code section 51 or other laws prohibiting discrimination in the use, occupancy, tenure or enjoyment of the Premises nor shall the Permittee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation in the use of the Premises.
- 9. SECURITY:** Permittee shall be solely responsible for and shall provide for the security of its Premises and all automobiles or other personal property used or handled in the conduct of its business. MCAA shall not be responsible for the security of the Premises, or any automobiles or personal property used or handled in the conduct of Permittee's business.

- 10. NO STORAGE OR MAINTENANCE OF VEHICLES ON PREMISES:** Permittee shall not store any vehicle or equipment on Airport Premises. Permittee agrees not to perform any maintenance or vehicle washing on any Airport property or the Premises.
- 11. PRIOR APPROVAL OF ADVERTISEMENTS REQUIRED:** Any form of Permittee's business advertisement displayed on the Premises or Airport shall be approved in advance by the Airport Director.
- 12. CONDITION OF PREMISES:** The Premises shall be kept clean and free of debris. Permittee shall clean up and legally dispose of any spilled hazardous substance and any contamination attributable to its operation and/or vehicles. Permittee shall always maintain its vehicles in a state of good repair and working order so as, to among other things, not drip or leak fluids, produce noticeable smoke or contain significant dents, scrapes or other body damage.
- 13. HAZARDOUS SUBSTANCES:** The disposing of gasoline, diesel, fuels, lubricating oils, solvents, or chemicals at the airport is not permitted at any time. Any spills or leaks of the above substances is the sole responsibility of the vehicle owner and/or Permittee. If Permittee fails to clean up the spill/leak or to properly dispose of any of the above fluids or contaminated soil, MCAA may, after written notice to Permittee, take all steps MCAA deems necessary to clean up the spill and to dispose of any contaminated soil. Permittee shall, within 30 days of receiving a bill from MCAA, reimburse MCAA for the cost of all such clean-up that MCAA does or has had done. Permittee shall be solely responsible for paying all fines, damages and penalties imposed by any governmental agency regarding the production, storage, distribution, processing, handling, disposing, spilling, leaking, or discharging of any of the above fluids.
- 14. SUBSTANCE ABUSE:** Permittee and its employees and agents shall not use or knowingly allow the use of the Premises for the purpose of unlawfully driving a motor vehicle under the influence of an alcoholic beverage or any drug or for the purpose of unlawfully selling, serving, using, storing, transporting, keeping, manufacturing, or giving away alcoholic beverages or any controlled substance, precursor, or analog. Violation of this prohibition shall be grounds for immediate termination of this Permit.
- 15. GOVERNING LAW:** Permittee shall observe and comply with all laws, rules, regulations, and orders of the United States Government, the State of Arizona, the County of Mohave, the Mohave County Airport Authority, and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance, or administration of the Airport now in effect or hereafter promulgated. Without limiting any other conditions set forth elsewhere in this Permit, Permittee shall comply with specific Authority Rules and Regulations and FAA Provisions. Permittee further agrees to comply with any amendments to the foregoing that may be hereafter promulgated. Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper and lie exclusively in Bullhead City, Arizona.
- 16. LICENSE SUBORDINATE CONDITIONS AND RESTRICTIONS IMPOSED BY PUBLIC AGENCIES ON AIRPORT OPERATIONS:** This Permit shall be subordinate and subject to the terms, conditions, restrictions, and other provisions of any existing or future permit, license, or agreement between MCAA and any federal, state or local agency governing MCAA's control, operation or maintenance of its Airport, or affecting the expenditure of federal funds for the Airport. Permittee shall be bound by all such terms and conditions, and shall, whenever MCAA may so demand, execute, acknowledge, or evidence its consent to any instrument evidencing such terms, conditions, restrictions, or provisions. Without limiting the generality of the foregoing, this Permit and Permittee's occupancy of the Premises and use of Airport property are expressly made subordinate and subject to the terms, conditions, restrictions,

provisions, and other requirements of the Federal Aviation Administration imposed on the Airport or the MCAA as an airport sponsor and Permittee shall be bound by all such requirements. MCAA reserves the right to further develop or improve the landing and other areas of its airport as it sees fit, regardless of the desires or view of Permittee, and without interference or hindrance. If Permittee's use of all or any of the Premises is diminished due to the Premises being continuously or partially closed for a significant period (i.e., seven days or longer), MCAA agrees that the fee may be reduced in proportion to the interference with Permittee's use of the Premises. MCAA does not guarantee or warrant any continuing level of air transportation using its Airport and shall not be required to reduce or refund any fees because of lack of business. The amount of any authorized fee reduction shall be determined by the Airport Director in his or her sole discretion.

- 17. ENTIRE PERMIT AGREEMENT:** This Permit, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the Permittee and the MCAA with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- 18. NOTICES:** All notices required to be given by this Permit shall be given in writing by regular United States mail, postage pre-paid, in which case they shall be deemed delivered five (5) business days after deposit in the United States mail, or by personal delivery, in which case they shall be deemed delivered upon receipt, to the following addresses:

If to MCAA: *Mohave County Airport Authority, Inc.
2550 Laughlin View Drive, Suite 117
Bullhead City, AZ 86429*

If to Permittee: To permittee's address as provided on the Permit Application.

The parties may change their address for notice by providing written notice to the other party in accordance with this permit.

- 19. PERMITTEE'S ACKNOWLEDGEMENTS:** Permittee shall abide by the following acknowledgements which are conditions of this permit.
- a. EXCLUSIVE RIGHTS:** Permittee is an independent contractor and not an agent of the Authority for any activity conducted by Permittee on the Airport. Permittee agrees that no provision herein shall be construed to grant an exclusive aviation right as set forth in the Federal Aviation Act of 1958 §308(a); 49 U.S.C. §1349.
 - b. AIRPORT SAFETY:** Permittee agrees that the Authority shall have the sole right to impose future restrictions or obligations on Permittee's activities necessary for the safety and security of Airport facilities and protection of public interest.
 - c. PASSENGER SAFETY:** It shall be a violation of this section for any owner or driver to transport or offer to transport to pay any passenger or to drive any vehicle for which a Permit has been issued while such vehicle is unsafe and in an unsuitable condition for such use.

- 20. TERMINATION WITH CAUSE:** The Authority shall have the right to terminate this permit in the event any of the following defaults continues unabated after the expiration of ten (10) days following Permittee's receipt of written notice from the Authority advising of the default.
- a. That permittee voluntarily abandons its operation at the Airport; or
 - b. That permittee fails to timely pay fee due hereunder, or a determination by the Authority that permittee has refused or failed to perform or keep any of the covenants, terms, or conditions on this part to be observed or performed herein.
- 21. TERMINATION WITHOUT CAUSE:** Either the Authority or the permittee shall have the right to terminate this permit, without cause, upon thirty (30) days written notice.
- 22. INTERPRETATION:** The parties have each agreed to the use of the language of the provisions of this Permit, and any question of doubtful interpretation shall not be resolved by any rule of interpretation providing for interpretation against the parties who cause an uncertainty to exist or against the draftsman.
- 23. MODIFICATION:** The provisions of this Permit may not be modified, except by a written instrument signed by both parties.
- 24. JOINT AND SEVERAL LIABILITY:** If more than one person or entity executes this Permit as Permittee, each of them is jointly and severally liable for all the obligations of Permittee hereunder.
- 25. PARTIAL INVALIDITY:** If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- 26. ANNUAL PERMIT FEE, INCREASES AND PAYMENTS:** In consideration of the privilege granted by this Permit, the permittee shall pay to the MCAA a non-refundable, Permit fee in the amount listed on the Permit Application. The Permit Fee shall be subject to adjustments. The MCAA will give Permittee thirty (30) days' notice of any fee increase prior to implementation. Failure to give notice, shall not excuse Permittee from having to pay the Permit Fee established in accordance with the Schedule. A company check, certified check, or money order in the full amount for this permit as listed on page 3, made payable to the Mohave County Airport Authority, Inc. will be required in order to initiate service at Laughlin/Bullhead International Airport. Except as may otherwise be expressly stated, each payment required to be made by Permittee shall be in addition to, and not in substitution, for other payments to be made by Permittee.
- 27. TAXES:** Permittee shall pay all taxes and assessments and other impositions of any kind, which may be levied or assessed in connection with Permittee's use of the facility or equipment thereon.
- 28. WAIVER:** No provision of this Permit or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by MCAA of any breach of any term, covenant or condition contained in this Permit shall not be deemed to be a waiver of such term, covenant, or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Permit. MCAA's subsequent acceptance of partial fees or performance by Permittee shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Permittee of any term, covenant, or condition of this Permit or of any right of MCAA to a forfeiture

of the Permit by reason of such breach, regardless of MCAA's knowledge of such preceding breach at the time of MCAA's acceptance. The failure on the part of MCAA to require exact or full and complete compliance with any of the covenants, conditions or agreements of this Permit shall not be construed as in any manner changing or waiving the terms of this Permit or as estopping MCAA from enforcing in full the provisions hereof. No custom or practice which may arise or grow up between the parties hereto, in the course of administering this Permit, shall be construed to waive, estop or in any way lessen the right of MCAA to insist upon the full performance of, or compliance with, any term, covenant or condition hereof by Permittee, or construed to inhibit or prevent the rights of MCAA to exercise its rights with respect to any default, dereliction or breach of this Permit by Permittee.

29. ACCEPTANCE: Permittee has made a thorough inspection of the Premises and agrees to accept said Premises in its present "as-is" condition and to maintain and repair, at Permittee's sole cost, any damage to the Premises caused by activities under this Permit. Such maintenance and repair shall be performed to the satisfaction of the Airport Director. Permittee accepts this Permit subject to all the terms and conditions hereinabove.

APPROVED BY:

LICENSOR: _____ DATE: _____
JEREMY KEATING, C.M., C.A.E.
Airport Director
Mohave County Airport Authority

EXHIBIT-A

“RULES & REGULATIONS”

The following sections are referenced in the Mohave Country Airport Authority’s approved “Rules and Regulations,” dated and approved July 19, 2022. These sections pertain specifically to the Ground Transportation / Commercial Vehicles program at IFP.

6. COMMERCIAL VEHICLES

6.1. General Standards and Provisions

Commercial Vehicle Operators shall comply with these Rules and Regulations and applicable Legal Requirements (including 49 U.S.C. § 14501).

6.2. Commercial Vehicle Operator Permit

A Commercial Vehicle Operator (CVO) desiring to provide commercial ground transportation services at the Airport shall first obtain a CVO Permit from the Authority prior to commencing such service.

CVOs shall provide the Authority with ownership records (e.g., articles of incorporation, identification of corporate officers, and registration with the State of Arizona) and copies of all federal and state permits, licenses, and certificates applicable to the proposed operation at the Airport more than 48 hours in advance of conducting requested services. CVOs shall immediately notify the Authority of any change in the aforementioned information.

- CVO shall obtain a CVO Permit for each type of Commercial ground transportation services contemplated which includes, but is not limited to:
 - Taxicab Operator
 - Airport Shuttle Operator
 - Charter Bus Operator
 - Hotel/Motel Courtesy Operator
 - Transportation Network Company (TNC)
- The Authority reserves the right to limit the number of Permits issued for each type of Commercial ground transportation service provided at the Airport and permits shall not be assigned or transferred without the prior written approval of the Airport Director.
- CVO shall provide only the type of Commercial ground transportation service identified on the CVO Permit. A CVO’s vehicles may only operate under one type of CVO Permit.
- Permits issued by other governmental Agencies pertaining to Commercial ground transportation services will not fulfill the requirement to have a valid and current CVO Permit.
- If applicable, CVO shall maintain operating records (e.g., radio dispatch records and activity log of trips beginning and terminating at the Airport) which shall be made available to the Authority upon request.
- CVO shall pay the Authority all required fees prior to commencing permitted services at the Airport. The Authority may suspend and/or revoke a CVO Permit for failure to pay such fees.

All required Commercial vehicle identification cards shall be affixed to the upper corner of the windshield on the passenger side or at other location as directed by the Authority. No person shall remove, damage, or tamper with a Commercial vehicle identification card. CVOs shall display a vehicle identification decal and/or automated vehicle identification transponder. No person shall remove, damage, or tamper with a vehicle identification decal or transponder. No person shall evade or attempt to evade an Airport automated identification reader.

- Commercial vehicle shall be clearly identified with the name of the CVO on the outside of the vehicle visible to passengers. CVO shall maintain financial records in accordance with accepted accounting practices, ownership records (e.g., articles of incorporate, identification of corporate officers, and registration with the State of Arizona), and operating records (e.g., radio dispatch records and activity log beginning and terminating at the Airport) which shall be made available to the Authority upon request.

6.3. Non-Transferable

CVO Permit, vehicle decal or hang tag, or vehicle transponder and identification card shall not be assigned or transferred without prior written approval of the Authority.

6.4. Insurance

CVO shall procure, maintain, and pay all insurance premiums throughout the term of the Commercial vehicle Permit for the insurance coverages and amounts required by Legal Requirements and set forth by the Authority as may be amended from time to time.

A current copy of each CVO's insurance must be kept on file with the Authority's Administration office. The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of Arizona (with a Best rating of A or above) or be approved in writing by the Authority.

- Required insurance terms and limits shall be established by the Authority.
- Insurance terms shall, at a minimum, assume financial responsibility for injuries to persons, employees, and property caused by CVO's activities.
- CVO shall maintain worker's compensation for all employees.
- Insurance shall identify Mohave County, Arizona, and the Mohave County Airport Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers as additional insured.

6.5. Parking or Stopping

Only authorized Commercial vehicles shall use the Commercial Lane for parking. After discharging passengers, each Commercial vehicle shall immediately leave the Airport (not Loiter) or proceed by the most direct route to the designated area for passenger pickup. Commercial vehicles shall not be parked, staged, or stopped in such a manner as to interfere with vehicular or pedestrian traffic.

Taxicab CVO drivers shall stage vehicles in a hire lane designated by the Authority while waiting to advance in turn to the next position. Only taxicabs may wait in a taxicab hire line.

6.6. Operator Conduct and Appearance

CVO shall remain in its vehicle or immediately adjacent to its vehicle except when necessary to use the restroom facilities, vending machines, or obtain flight information in which case, the CVO may be absent from the vehicle (or the immediate vicinity of the vehicle) for no more than five minutes.

CVO is prohibited from standing inside the Passenger Terminal Building while the Commercial vehicle is in position in the designated area for passenger pickup.

CVO shall use the most direct available route on all trips unless otherwise requested by the passenger and shall, upon request, provide the customer with a receipt identifying the amount paid, drivers' name, vehicle license number, and CVO Permit number.

CVO shall not:

- Solicit, persuade or urge any person (by words, gestures, or other form of communication) to use or hire any CVO.
- Perform maintenance or repairs on vehicles while on the Airport unless approved by the Authority.

CVO drivers shall maintain a professional look and appearance (i.e., clean shirt and pants, shoes, and socks). Drivers shall conduct themselves in a courteous and professional manner and treat members of the traveling public with the utmost respect. CVOs are subject to random compliance inspections by the Authority. Noncompliant

drivers shall immediately cease operation until such time condition(s) are corrected to the satisfaction of the Airport Director.

6.7. Passenger Loading or Unloading

CVO shall only receive passengers for hire in an area designated by the Authority following authorized procedures. Picking up passenger(s) for hire after or while dropping off passengers and prior to taking position at the rear of the proper line is prohibited. CVO may not refuse a passenger for any reason unless stipulated herein.

- CVO may refuse service if the CVO has been dispatched on another call if passenger(s) appear to be intoxicated or under the influence of drugs or alcohol or is disorderly.

Nothing in these Rules and Regulations shall be construed to prevent a passenger from boarding the Commercial vehicle of the passenger's choice. CVO shall be trained and provide transportation services for disabled or handicap passengers.

6.8. Commercial Vehicle Equipment and Condition

All Commercial vehicles shall be kept in good operating condition and appearance. Each Commercial vehicle shall be subject to inspection by the Authority at any time to determine compliance with these Rules and Regulations.

- Failure to pass any portion of the inspection may result in the Commercial vehicle being prohibited from picking up and/or dropping off passengers until the discrepancies have been corrected to the satisfaction of the Authority.

If Commercial vehicle is required to have a taximeter, CVO shall ensure the taximeter is in proper recording position and visible to all passengers as well as a clearly readable meter light.

6.9. Fees

Nothing in these Rules and Regulations shall be construed as granting any CVO the right to operate at the Airport without first obtaining written authorization from the Authority.

6.10. Complaints

CVO shall respond fully in writing and/or as otherwise requested by the Authority within 14 calendar days to any written customer complaint to or from the Airport and shall assist the Authority to investigate and resolve customer complaints. CVO shall respond fully in writing and/or as otherwise requested by the Authority within 14 calendar days to any inquiry by the Authority.

6.11. Penalties

The penalties for CVOs who are determined by the Authority to be in violation of these Rules and Regulations follow:

- Unsafe Commercial vehicle
- Suspension of privileges pending compliance
- Minor violation (including, but not limited to, picking up passengers in unauthorized areas, the CVO not remaining in or adjacent to the Commercial vehicle, and Loitering in the Passenger Terminal Building)
 - First Offense – 24 Hour Suspension of CVO Permit
 - Second Offense – 30 Day Suspension of CVO Permit
 - Third Offense – Permanent revocation of CVO Permit
- Major violation (including, but not limited to, attempt to induce another to commit an illegal act or violation of these Rules and Regulations, failure to obey a directive of the Authority, offensive language, gestures, or other actions, or conduct that is discourteous or unprofessional)
 - First Offense – 7 Day Suspension of CVO Permit
 - Second Offense – 30 Day Suspension of CVO Permit
 - Third Offense – Permanent revocation of CVO Permit

- Reckless driving, arrest at the Airport for any criminal action, and driving under the influence of alcohol and/or drugs
 - First Offense – Permanent revocation of CVO Permit

Any combination of offenses in excess of three may result in the permanent revocation of CVO Permit.