



CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY
REQUEST FOR PROPOSALS
ON-AIRPORT RENTAL CAR SERVICE CONCESSIONS

Advertisement

The Charlottesville-Albemarle Airport Authority (Authority), acting by and through its Chief Executive Officer, invites proposals from offerors interested in entering into a Concession and Lease Agreement for the right to operate an On-Airport Rental Car Service Concession (Concession) at the Charlottesville Albemarle Airport (Airport).

Proposals will be accepted by the Charlottesville Albemarle Airport Authority at its office (Office) located at 100 Bowen Loop, Suite 200, Charlottesville, Virginia 22911, until 2:00 p.m., local prevailing time, on Thursday, September 1, 2022. Proposers must meet all minimum qualifications set forth within the RFP. One (1) original and three (3) copies of the proposal must be submitted to the Authority as a complete sealed proposal in a sealed envelope, conspicuously endorsed with the Company's name submitting the proposal (Offeror) and the phrase "On-Airport Rental Car Service Concession" and may be mailed or hand delivered. Also, within the sealed envelope, offerors must also submit one complete digital copy of the Proposal in Microsoft Word or PDF format burned to a flash drive. Proposals received after 2:00 p.m. will be returned unopened.

Electronic Proposal submittals will be accepted in addition to the hard copy submittal. In order for an electronic submittal to be accepted, it must be received prior to the Submission Deadline and must be accompanied by a tracking number for the hard copy submittal. Electronic Proposals shall be sent to Stirling Williams, Director of Landside Operations, at swilliams@gocho.com. The Authority will not be responsible for the timely delivery of electronic submissions therefore regardless of electronic complications, submittals received after the deadline will be rejected.

Copies of the RFP are available upon request made by email to swilliams@gocho.com. Alternatively, requests for copies of the RFP may be made by correspondence mailed to the Director of Landside Operations, Charlottesville Albemarle Airport Authority, 100 Bowen Loop, Suite 200, Charlottesville, Virginia 22911.

The Charlottesville-Albemarle Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A non-mandatory briefing on the contents of the RFP and the proposed contract(s) will be held on Monday, August 8, 2022 at 2:00 p.m., local prevailing time, in the Airport lower level conference room. Comments concerning the contents of the RFP may be submitted in writing or by e-mail to Stirling Williams, (swilliams@gocho.com) for consideration prior to the date of the briefing.

Melinda Crawford,
Chief Executive Officer

	<p align="center">REQUEST FOR PROPOSALS (RFP)</p> <p align="center">CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY, CHARLOTTESVILLE, VA</p> <p align="center">Charlottesville-Albemarle Airport (CHO)</p>	
RFP NUMBER	RFP# 2023-01	
RFP TITLE	<p align="center">ON-AIRPORT RENTAL CAR SERVICE CONCESSIONS</p> <p>The purpose of this document is to invite proposals from offerors interested in entering into a Concession and Lease Agreement for the right to operate an On-Airport Rental Car Service Concession (Concession) at the Charlottesville Albemarle Airport (Airport).</p>	
PURPOSE	<p align="center">Deadline for Receipt of Proposals: September 1, 2022 - 2:00 p.m. Eastern Time</p>	
DEADLINE FOR RFP SUBMISSIONS	<p align="center">Deliver Proposals To: Charlottesville Albemarle Airport Administration Office, 100 Bowen Loop, Suite 200, Charlottesville, VA 22911 Attention: Stirling Williams</p>	
SUBMIT RFP TO THIS ADDRESS	<p align="center">LATE, FAXED, OR UNSIGNED STATEMENTS WILL BE REJECTED</p>	
	<p align="center">See #RFP #2023-01, Section 2 for Instructions</p>	
DIRECT ALL INQUIRIES TO	NAME	Stirling Williams
	TITLE	Director of Landside Operations
	PHONE #	434/973-8342 x 111
	FAX #	434/974-7476
	E-MAIL	swilliams@gocho.com
	WEB SITE	http://www.gocho.com/organization-info/public-notices/
<p>DATE RFP ISSUED: July 26, 2022</p>		

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1.0 GENERAL INFORMATION:

1.1 Introduction:

The Charlottesville Albemarle Airport Authority is a political subdivision of the Commonwealth of Virginia, created in 1984 by the Virginia Acts of Assembly. The Authority board consists of the City Manager, the County Executive, and one private citizen appointed from the Charlottesville Albemarle Joint Airport Commission. The Commission is an advisory group composed of seven members appointed by the Charlottesville City Council and the Albemarle County Board of Supervisors. The Authority owns and operates the Charlottesville Albemarle Airport (CHO), which serves the greater Central Virginia region. The Airport's daily management is overseen by the Chief Executive Officer and a staff of approximately 50, including the following departments: parking, administration, customer service, marketing, maintenance, and public safety.

The CHO is a non-hub commercial facility served by three major airlines. Flight schedule varies due to COVID-19 Pandemic recovery, and the following are the current destinations served at CHO:

- Delta Air Lines – Atlanta (ATL), New York City – (LGA)
- American Airlines – Charlotte (CLT) and New York City – (LGA)
- United Airlines – Washington-Dulles (IAD)

1.2 Definitions:

The following definitions are used throughout the RFP.

"Authority" means the Charlottesville-Albemarle Airport Authority.

"Airport or CHO" refers to the Charlottesville Albemarle Airport, owned and operated by the Authority and located at 100 Bowen Loop Suite 200, Charlottesville, Virginia 22911.

"CEO" Chief Executive Officer

"CFO" Chief Financial Officer

"Concessionaire" means the individual or firm selected for award of a contract with the Authority.

"DLO" Director of Landside Operations

"Offeror" means an individual or firm submitting a statement in response to this RFP.

"RFP" refers to this Request for Proposals, Authority RFP #2023-01.

1.3 Purpose of Request:

The Charlottesville-Albemarle Airport Authority (Authority) is seeking competitive proposals from offerors desiring to manage and operate a rental car service concession at Charlottesville Albemarle Airport (Airport).

This Request for Proposals (RFP #2023-01) is issued on behalf of the

Charlottesville - Albemarle Airport Authority by Stirling Williams, DLO, who is the sole point of contact for the Authority during the procurement process. He will also administer any contract resulting from this RFP.

Appendix K – "Statistical Information" is attached hereto and contains historical data, including aircraft operations, passenger traffic activity, and rental car revenue. While the Authority does not guarantee the data contained and included in this statistical information, the data has been assembled from resources considered by the Authority to be reliable.

1.4 Concession Requirements:

A. Term of Contract:

The term of a concession agreement will be for a period of five (5) years.

B. Maximum Number of Contracts to be Awarded:

Up to three (3) rental car concessions may be awarded by the Authority. The three (3) highest-ranked offerors awarded a concession will be allocated counter/office space in the Terminal Building, parking spots in the Ready/Return Lot, and space in the Rental Car Quick-Turn-Around (QTA) Service Facility.

C. Offeror's Minimum Experience and Qualifications :

Only businesses or firms with experience in operating and managing reputable rental car concessions will be considered. The following Offerors' minimum qualifications are required:

1. Five (5) years of operation of a commercial rental car operation at a similar type facility is required.

Each Offeror will complete and submit the attached **Appendix B – Concessionaire Information Form** as part of its Proposal.

Failure to provide information demonstrating these qualifications shall result in Offeror's Proposal being deemed non-responsive.

D. Conditions and Requirements of the Proposed Concession:

- a.** The rental obligation of each successful Offeror shall be determined according to Section 4 (Payments) of the Draft Concession Agreement attached hereto as Appendix I.
- b.** Minimum Annual Revenue Guarantee (MAG)--Each Proposal shall offer a minimum annual revenue guarantee for each 12-month contract period, in an amount equal to or greater than \$230,000 per year, or ten percent (10%) of Gross Revenue, whichever is greater. The minimum guarantee for each contract year shall not be less than the minimum guarantee for the previous year.

- c. Hours of Operation--The service to be provided by the Concessionaire shall be made available to the patrons of the Airport seven days a week, and the Concessionaire's rental counter shall be staffed with personnel sufficient to provide such service at all times during which regularly scheduled commercial aircraft arrival at the Airport, including arrivals up to two hours behind schedule.
- d. "Appendix I - Draft Concession Agreement" sets forth terms, conditions, and requirements applicable to each Concessionaire, which shall be in addition to any terms, conditions, and requirements set forth within this RFP Section and are now incorporated by reference.
- e. Compliance with Federal DBE regulations is mandatory. In accordance with the regulations of the U.S. Department of Transportation (49 CFR Part 23), the Authority has implemented an ACDBE plan under which qualified firms may have an opportunity to operate an airport business. For FY 2020 through FY 2022, the Authority established a DBE goal of 1.1% of the total expenditures on goods and services for car rental operations at the Airport. Concessionaires are required to make a good-faith effort to obtain ACDBE participation but are not required to meet a 1.1% goal individually. This goal is adjusted every three (3) years in accordance with 49 CFR Part 23, and the new goals for FY23 through FY25 will become effective on October 1, 2022, and will be communicated to the Concessionaires.

ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangements meeting the eligibility standards in 49 CFR Part 23, or it may be in the form of the purchase from ACDBEs of services, goods, and products necessary for the conduct of the Concessionaire's business and operations at the Airport. If Offeror is not an ACDBE, as defined in 49 CFR Part 23, Section 23.3, or an ACDBE sublessee, joint venture, or partner, then the Offeror agrees that it will use its best efforts to purchase some or all of its services, goods, or products from ACDBE's.

The Offeror also agrees that it will report the purchases from such ACDBEs promptly from time to time when requested by the Authority's ACDBE Liaison Officer and will provide such information in the form requested by such Officer, as well as demonstrating that it took all necessary and reasonable steps in an attempt to provide meaningful ACDBE participation in the Concession.

- f. Allocation of counter/office space in the Terminal Building, Ready/Return parking spaces, and Rental Car QTA Service Facility bays and parking spaces shall be made by the Authority's DLO within ten (10) days after award of the on-Airport rental car

service concessions to the successful proposers. The Concessionaire with the highest total minimum guarantee shall be granted its selected counter space, Ready/Return parking spaces, and Rental Car QTA Service Facility bays and parking spaces, and the selection process shall move to the Concessionaire with the second-highest total minimum guarantee, and so on. Space shall otherwise be allocated as provided for in the Concession Agreement. The DLO has the final determination of counter space allocation. Should the Authority deem it necessary for operational efficiency to move the terminal positions for the rental cars to another location on Airport premises, the Concessionaire with the highest minimum guarantee at the time of movement will have the first choice of space with the second-highest choosing second, and so on.

- g.** Each Concession shall be operated free of unlawful discrimination, including, without limitation, the provisions and requirements of Sec. 2.2-4311. Each Concession is also subject to the requirements of 49 CFR Part 23. Each Concessionaire must, within its Concession Agreement, affirmatively agree that it will not discriminate against any business owner because of the owner's race, color, national origin, disability, or sex in connection with the award or performance of any concession agreement, management contract or subcontract, purchase or lease Agreement, or other Agreement covered by 49 CFR Part 23. Each Concessionaire must also include the statements set forth in the preceding paragraph in any subcontracts into which it enters for operations at the Airport and to cause those businesses also to include the statements in further agreements, but all such subsequent agreements shall be subject to the provisions of 49 CFR Part 23. Successful proposers will be required, at their own expense, to refinish or otherwise modify the Concession Area (as defined in Section 2 of the Draft Concession Agreement), install any equipment required, and supply all furnishings and decorations in the Concession Area, all of which shall be subject to the prior written approval of the Authority which approval shall not be unreasonably withheld.
- h.** All improvements and construction work done for a successful Offeror in the Concession Area, which becomes a permanent part of the leased spaces, shall be performed by a contractor registered to do business in the Commonwealth of Virginia. No substantial change, addition, or alteration shall be made in the Concession Area without first obtaining approval in writing from the Authority. All improvements, including but not limited to floor coverings, furniture, and accessories, shall be of such quality and design as to be in keeping with the general décor of the Terminal Building, and the Authority shall approve all such selections before installation. The successful Offeror will equip, furnish, and operate the Concession Area and its facilities without cost to the Authority. Upon the expiration or earlier termination of the Concession Agreement, all improvements shall remain in and on the Concession Area as Authority property.

- i. Dual Branding-- All payments and reporting shall be cumulative of the brands to be offered. Dual branding must be operated from the same Concession Area and under one Concession Agreement. Signage must be kept to a minimum and be approved in advance by the Authority. Counter space must not be cluttered, and no walls or other permanent or freestanding appurtenances may be utilized to segregate brands. No concessionaire will be permitted to sublease or otherwise assign its rights under the Concession Agreement to any other brand owned by the Concessionaire or to its parent corporation to circumvent these dual branding restrictions.
- j. The commencement date of the concessions awarded under this RFP shall be the date the Concessionaire executes the contract. After that, the contract will remain in effect, and the initial term will expire on September 30, 2027.
- k. All qualifications, obligations, and specifications referred to within this RFP and each appendix shall be and become terms, conditions, and requirements of the Concession and shall be included within any Concession Agreement entered into with the successful Offeror(s).

E. Notice of Intent to Award:

Once the Authority has concluded the competitive negotiations process, the Authority will post a "Notice of Intent to Award" on its website.

1.5 Questions Concerning the RFP

All inquiries concerning this RFP must be directed in writing to the **person indicated below** (electronic mail is the preferred method):

Mailing Address:

Stirling Williams, DLO

Charlottesville - Albemarle Airport

100 Bowen Loop, Suite 200

Charlottesville, Virginia 22911

E-mail: swilliams@gocho.com

All inquiries and questions concerning this RFP, its provisions or requirements must be submitted in writing by mail, fax, or e-mail on or before the stated date on the **Calendar of Events** (see Section 1.7)

Offerors are prohibited from communicating directly with any employee of the Authority except the employee identified above. No Authority employee or representative other than those listed as the Authority contacts in this RFP is

authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.6 Addendum(s)/Revision(s) to the RFP

If it becomes necessary to provide additional clarifying data or information or revise any part of this RFP, written addendum(s) will be posted on the Authority's website <http://www.gocho.com/organization-info/public-notices/>.

The Offerors shall be responsible for regularly monitoring the Authority's website for any such postings. Offerors must acknowledge the receipt/review of addendum(s) as outlined in "**Appendix G – Offeror's Acknowledgement of Addendum(s) to RFP # 2023-01**".

1.7 Calendar of Events

Listed below are specific and estimated dates and times of required actions related to this RFP. The activities with specific dates must be completed as indicated unless otherwise changed by the Authority. If the Authority finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Authority's website <http://www.gocho.com/organization-info/public-notices/> as noted in Section 1.6.

DATE	EVENT
July 26, 2022	Date of issue of the RFP
Aug. 8, 2022	Meeting - Attendance is not mandatory - 2:00 p.m. Eastern Time in the Airport lower level conference room.
Aug. 17, 2022	Deadline for submitting written inquiries - 2:00 p.m. Eastern Time.
Aug. 22, 2022	Date the Authority will Provide Response to RFP Questions
Sept 1, 2022	Deadline for Submission of Proposals - 2:00 p.m. Eastern Time
Sept 7-12, 2022	Review of Proposals/Interviews/ Negotiations
Sept. 15, 2022	Notice of Intent to Award will be posted on Authority's website
October 1, 2022	Target Date for Commencement of Contract

1.8 Reasonable Accommodations

The Authority will provide reasonable accommodations, including informational material in an alternative format, for qualified individuals with disabilities upon request. If an offeror or its representative requires such accommodations at the meeting, please contact Penny Shifflett, CFO, at pshifflett@gocho.com in advance of the meeting.

2.0 INSTRUCTIONS FOR PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

Proposals shall be signed by an authorized representative of the Offeror, indicating the Offeror's Agreement to be bound by the Proposal submitted to the Authority for not less than 60 days from the date that is the deadline for receipt of Proposals.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the RFP requirements. Emphasis should be on completeness, clarity, and brevity of content. Offerors are not expected to expend resources developing storyboards, creative copy, and similar materials. Do not submit an extensive array of promotional brochures and marketing information.

All data, materials, and documentation submitted with the Proposals to the Authority shall be subject to public inspection per the Virginia Freedom of Information Act, except for trade secrets or proprietary information which has been appropriately marked before submission to the Authority strictly per instructions within Section 2.2, below.

2.2 Proprietary Information

If any Proposal submitted in response to this RFP contains trade secrets or proprietary information which the Offeror does not desire to be open to public inspection, it shall be the sole responsibility of the Offeror to mark those items in advance of submitting them to the Authority, and such marking shall be strictly in accordance with the provisions of Virginia Code Section 2.2-4342(F).

2.3 Incurring Costs

The Charlottesville - Albemarle Airport Authority is not liable for any cost incurred by Offerors in preparing Proposals to be submitted in response to this RFP.

2.4 Submittal Instructions

The Authority must receive proposals by the specified deadline (both the date and time stated within the calendar of events, see Section 1.7, above). All Proposals will be time-stamped in the CFO's office as they are received. Once received, Proposals received in response to this RFP will not be returned to the proposers.

Proposals for RFP#2023-01 may be submitted electronically via email to swilliams@gocho.com. Offerors are still required to submit hard copies of an original and three (3) complete copies of its proposals as well as one complete electronic copy in Microsoft Word or PDF format burned to a flash drive. A

tracking number associated with the mailing of the required hard copies must be provided within the electronic submission.

All proposals received electronically are to be submitted as an email attachment in PDF format by September 1, 2022 at 2:00 PM Eastern Time. The subject line of the email must read: "RFP#2023-01 ON-AIRPORT RENTAL CAR SERVICE CONCESSIONS." **Emails containing attachments that exceed 30 MB cannot be accepted. (Penny checking on this)**

Regardless of electronic complications, if bids are received after the proposal submission deadline they will be rejected.

Offerors who deliver submissions via email do so at their own risk; the Authority does not take responsibility for any emailed submission that:

- does not arrive on time;
- is rejected;
- contains corrupted electronic files.

2.5 Required Copies

Each Offeror must submit **an original and three (3) complete printed copies** of its Proposal.

All printed copies of the Proposal must be on 8.5" x11" paper individually securely bound. Offerors must also submit **one complete electronic copy of the Proposal in Microsoft Word or PDF format burned to a flash drive.**

2.6 Organization and Format

Proposals should be organized and presented in the order with the headings and subheadings (A-F) as follows with each heading and subheading (A-F) separated by tabs or otherwise clearly marked:

- A. Proposal Form - (See Appendix A of this RFP)
- B. Concessionaire Information Form (See Appendix B of this RFP)
- C. Documentation of ACDBE Participation at other airports - for Proposer(s) that have not been a concessionaire at CHO within the last five (5) years (See Appendix B of this RFP)
- D. Offeror's Statement of Intent to Dual Brant Rental Car Concession (See Appendix C of this RFP)
- E. Affidavit of No-Collusion (See Appendix D of this RFP)
- F. Proposal Bond (See Appendix E of this RFP)
- G. Performance Bond (See Section Appendix F of this RFP)
- H. Offeror's Acknowledgement Receipt of Addendum(s) to RFP # 2023-01 (See Appendix G of this RFP)
- I. Offeror's Acknowledgement Receipt of Federal Required Contract Provisions (See Appendix H of this RFP)

2.7 Reservation of Rights

The Authority reserves the right to cancel this RFP at any time and to reject any Proposal received in response to this RFP.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Selection Process Guidance

Initially, proposals will be reviewed by a selection committee; the Authority will select two or more offerors deemed to be fully qualified and best suited among those submitting proposals based on the factors presented in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The proposed MAG shall be considered but need not be the sole determining factor.

3.2 Proposal Scoring

Proposals will be reviewed by an evaluation team and scored against the criteria as set forth within Section 3.3 below.

3.3 Evaluation Criteria

Each Proposal will be reviewed as to the Offeror's qualifications and to determine which Offerors are best suited among those submitting Proposals.

The Proposals will be scored using the following criteria:

	Description	Percent
1.	Experience of Proposer and its station manager and/or those employees of the Proposer who the Proposer certifies will have overall and day-to-day management supervision of the Concession (as requested in Appendix B -Concessionaire Information Form)	20
2.	Proposer's financial condition and ability to perform the functions specified herein and in the Concession Agreement (as requested in Appendix B - Concessionaire Information Form)	10
3.	Proposer's Airport Concession Disadvantaged Business Enterprise Participation (ACDBE) Plan (as requested in Appendix B #2 - Concessionaire Information Form)	10
5.	The total Minimum Annual Guarantee (MAG) revenue for the term of the Concession Agreement (as requested in Proposal Form – Appendix A)	35
6.	Other Required Forms	
	Appendix C – Executed Offeror's Statement of Intent to Dual Brand (Section 5.0)	5
	Appendix D – Executed Affidavit of No-Collusion (Section 5.0)	5
	Appendix E – Executed Proposal Bond (Section 5.0)	5
	Appendix G – Offeror's Acknowledgement Receipt of	5

	Addendum(s) to RFP # 2023-01 (Section 5.0)	
	Appendix H – Offeror's Acknowledgement Receipt of Federal Required Contract Provisions. (Section 5.0)	5
	TOTAL	100

3.4 Negotiations

The Authority will select two or more Offerors deemed to be fully qualified and best suited among those submitting Proposals. Based on the evaluation factors specified in Section 3.3, interviews and negotiations will be conducted with each of the Offerors selected. The Authority may request that Offerors furnish additional information during the negotiations, either in writing and/or in an oral presentation.

However, should the Authority determine in writing and its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

Notice: Once notified of being selected to participate in negotiations, an Offeror shall promptly state, in writing, any exception(s) to any provisions contained in the RFP before the commencement of negotiations. Any exceptions noted shall be considered during negotiation.

After interviews and negotiations have been conducted with each of the Offerors so selected, the Authority will select the Offerors which, in its opinion, have submitted the best Proposals and provides the best value, and shall award up to three (3) separate on-Airport rental car service concessions. In the event that the Authority accepts fewer than three (3) proposals, no additional Concessionaire(s) will be added during the term of the Agreement.

3.5 Investigation

The Authority may make such investigations as deemed proper and necessary to determine whether an Offeror is fully qualified to perform the services sought by this RFP. Upon request by the Authority, an Offeror shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority may also acquire and consider information obtained from the following sources:

- A. Other existing information that is available to the Authority, including financial data and records concerning Offeror's performance.
- B. Publications, including trade and financial journals or reports, and
- C. Other sources (including financial advisors, banks and other financial institutions, and other public airports).

3.6 Contract

Within fourteen (14) days of award, each successful Offeror shall enter into the Concession Agreement with the Authority and execute and furnish to the Authority a performance bond, two copies of the executed Agreement, and the insurance documentation required by the Agreement. The performance bond and Concession Agreement are to be in the form attached hereto as **Appendices F**

and I, respectively. The Request for Proposals, including any and all issued addenda and questions and answers, are hereby incorporated into and made a part of the Concession Agreement.

In the event an Offeror fails to enter into the Agreement with the Authority or to furnish the performance bond as set out above, defaulting Offeror's proposal bond shall be subject to forfeiture hereunder the Offeror shall be disqualified.

The applicable provisions as outlined in Section 5.0 "Appendix H – Federal Required Contract Provisions" will be included in the contract as per FAA requirements.

3.7 Public Inspection of Procurement Records

The Authority's decision to release or not release information contained in a proposal shall be governed entirely by the provisions of Section 2.2-4342 of the Virginia Public Procurement Act, and the Virginia Freedom of Information Act "(FOIA)", Section 2.2-3700 *et seq.* of the Code of Virginia, 1950

Except as set forth within Va. Code sec. 2.2-4342, all proceedings, records, contracts, and other public records relating to this procurement transaction shall be open to the inspection of any citizen or interested person, in accordance with FOIA.

If an Offeror wishes to protect information or data that it deems to be trade secrets or proprietary information, the Offeror must strictly follow the procedure set forth within Va. Code 2.2-4342(F) of the Virginia Public Procurement Act (VPPA). PPA states as follows: "*Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application . . . shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor **shall** (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.*" The Authority shall have no liability to any Offeror for or in connection with the disclosure of information that the Offeror failed to protect by following the procedure specified in Va. Code § 2.2-4342(F).

4.0 GENERAL PROPOSAL REQUIREMENTS

Offerors shall include within their Proposals specific information, documentation, and/or statements addressing the evaluation criteria noted in Section 3.3. Succinct, well-organized Proposals are encouraged.

4.1 Proposal Form – Appendix A

Offerors shall complete and execute the Proposal form, which contains their Minimum Annual Guarantee for the contract term

4.2 Concessionaire Information Form – Appendix B

- A. Complete Section 1. Financial and Experience Data as outlined.
- B. Provide a brief narrative that sets forth the name and address, and describe the business background of the person or persons to be employed as station manager(s) and/or those employees of the Offeror who the Offeror certifies will have the overall and day-to-day management supervision of the Offeror's concession (should Offeror be awarded a concession).
- C. Provide a brief narrative that specifies the form and amount of ACDBE participation to which the Offeror is prepared to commit as note in Section 2.

4.3 Other Forms to be Executed and Attached to the Proposal

- A. Appendix C - Offeror's Statement of Intent to Dual Brand.
- B. Appendix D - Affidavit of No-Collusion
- C. Appendix E - Proposal Bond
- D. Appendix G- Offeror's Acknowledgement Receipt of Addendum(s) to RFP #2023-01
- E. Appendix H – Offeror's Acknowledgement Receipt of Federal Required Contract Provisions

5.0 REQUIRED FORMS

The following forms must be completed and submitted with the statement in accordance with the instructions given in Section 4.0. **Blank forms are attached.**

- Appendix A – Proposal Form
- Appendix B – Concessionaire Information Form
- Appendix C – Offeror's Statement of Intent to Dual Brand
- Appendix D – Affidavit of No-Collusion
- Appendix E – Proposal Bond
- Appendix G - Offeror's Acknowledgment Receipt of RFP #2023-01
- Appendix H – Offeror's Acknowledgment Receipt of Federal Required Contract Provisions

APPENDIX A -PROPOSAL FORM
FOR ON-AIRPORT RENTAL CAR SERVICE CONCESSION
CHARLOTTESVILLE-ALBEMARLE AIRPORT

NAME OF FIRM:	
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The undersigned, in furtherance of this offer, proposes to enter into a contract ("Concession Agreement"), for the rental of space at the Charlottesville-Albemarle Airport ("Airport") and for the privilege of establishing and operating an on-Airport rental car service concession. In consideration of the privilege of operating on Airport property, the undersigned offers to pay revenues to the Authority for each year of the Concession, as follows: the greater of (1) a Minimum Guarantee as specified in the RFP (ten percent (10%) of annual Gross Revenue, or \$230,000, whichever is greater) or (2) the amounts listed below, whichever is greater, during each year of the Concession Agreement.

Minimum Annual Guarantee

First Year (10/1/22 – 9/30/23) _____

Second Year (10/1/23 – 9/30/24) _____

Third Year (10/1/24 – 9/30/25) _____

Fourth Year (10/1/25 – 9/30/26) _____

Fifth Year (10/1/26 – 9/30/27) _____

Total Minimum Guarantee _____

Proposals offering minimum annual guarantees of less than \$230,000 per year will not be considered and shall be deemed non-responsive.

In accordance with the Request for Proposal ("RFP"), fully completed and in the form required thereby, there is submitted herewith:

Appendix B. Concessionaire Information Form.

Appendix C. Offeror's Statement of Intent to Dual Brand.

Appendix D. Affidavit of No-Collusion.

Appendix E. Proposal Bond for On-Airport Rental Car Service Concession of FIVE THOUSAND DOLLARS (\$5,000), payable to the Charlottesville-Albemarle Airport Authority.

It is further understood that the proposal bond will be forfeited to the Authority in the event the undersigned, if awarded a concession, fails to enter into the Concession Agreement, furnish a performance bond, or otherwise take all steps necessary to comply with the requirements of the RFP and begin operation of a Concession.

It is further understood that if the undersigned is an unsuccessful proposer, its proposal bond will be returned upon execution of the Concession Agreement by the successful offerors but in no event later than ninety (90) days after the deadline for submission of proposals. The proposal bond of a successful proposer will be returned within sixty (60) days from the receipt of a fully executed agreement.

By signature of the Offeror's duly authorized agent, the Offeror hereby represents and warrants that it agrees to be bound by this Offer for a period of ninety (90) days following the Deadline for Submission of Proposals.

By _____

Title _____

Company _____

APPENDIX B -CONCESSIONAIRE INFORMATION FORM
FOR ON-AIRPORT RENTAL CAR SERVICE CONCESSION
CHARLOTTESVILLE-ALBEMARLE AIRPORT

NAME OF FIRM:

Instructions:

Applicants must submit this completed Form with their proposals. No Proposal will be considered if it does not include this Form, completed and signed by the Offeror.

1. Financial and Experience Data:

The undersigned submitting this proposal on behalf of the offeror warrants that the Offeror is qualified and has the necessary facilities, experience, and financial ability to fulfill the requirements of the Concession offered by the Authority.

Information to be Furnished:

Name of Firm _____

Date Submitted _____

Submitted by _____

Individual Partnership Corporation
(circle one)

Principal Office Address _____

Office Representative _____

If a Corporation, supply the following:

Date of Incorporation _____

State of Incorporation _____

President's Name _____

Vice President's Name _____

Treasurer's Name _____

Secretary's Name

If a Partnership, supply the following:

Date of Organization

General or Limited Partnership

Agreement Recorded

County, State, and Date

Name and Address of Each Partner:

Name

Address

All proposers must supply the following:

Financial Information

- A. Please attach evidence of Offeror's financial soundness, such as a credit rating from a qualified firm preparing credit ratings, a letter of creditworthiness from a bank, a letter of credit from an FDIC-insured bank describing Offeror's credit line, or other trade reference.

- B. If Offeror is a publicly traded company, attach its latest annual report. If Offeror is not a publicly traded company, please submit its most recent financial statements, including both a balance sheet and a statement of revenues and expenses. All financial statements provided to the Authority hereunder shall be financial statements certified by an independent certified public accountant. If Offeror is a wholly owned subsidiary with no independent financial statement, it may submit the financial statement of its parent company. If no certified financial statements have been created, unaudited financial statements certified by a company's CFO may be submitted; however, the Authority reserves the right to require additional information and/or to determine if the statements are adequate for the Authority's evaluation of the proposer.
- C. Has the Offeror ever had a performance or surety bond canceled or forfeited in the previous five (5) years?
YES () NO (). If yes, state the name of the bonding company, date, amount of bond, and reason for cancellation or forfeiture.
- D. Has Offeror or any director, officer, or owner of ten percent or more of the stock of Offeror ever reorganized under the Bankruptcy Code or declared bankruptcy in the previous five (5) years?
YES () NO (). If yes, state case name, date of the proceedings, court, amount of liabilities and assets as of the date filed, and disposition.
- E. In the previous five (5) years, has the Offeror or any entity affiliated with it ever been awarded a concession at any airport and failed to operate the concession for the full term thereof?
YES () NO (). If yes, please state the name of the airport and date of award and describe the circumstances.
- F. Has Offeror been involved in litigation (not including litigation pertaining to dual branding) with an airport at which it operates or operated in the previous five (5) years, whether as plaintiff or defendant, as a result of Offeror's rental car concession?
YES () NO (). If yes, state the date, court, case number, and outcome. This response should include suits in which Offeror or any of its affiliates, officers, or majority stockholders have been a party.
- G. Does Offeror have a franchise relationship with a national rental car company, which is not itself a bidder, on which Offeror relies in part for facilities or services?
YES () NO (). If yes, please state the name of the franchiser.

Authorization to Do Business in the Commonwealth of Virginia

- A. Proposer shall attach a certification, signed by its authorized representative, which affirms that Offeror is authorized to do business in the Commonwealth of Virginia. If not so authorized by the date proposals are due to the Authority, Offeror must certify to the Authority that it is authorized to do business in the Commonwealth no later than the date the Authority receives a Concession Agreement executed by the Proposer.

Please provide the Virginia State Corporation ID # _____

Experience

A. Please provide the following:

(1) Set forth the name and address, and describe the business background of the person or persons to be employed as station manager(s) and/or those employees of the Offeror who the Offeror certifies will have the overall and day-to-day management supervision of the Offeror's concession (should Offeror be awarded a concession)

(2) If the Offeror has fewer than five years of experience in the car rental business at the Charlottesville-Albemarle Airport, please provide the following:

a. Attach a brief summary of experience, including relevant dates, places, and extent of operations.

b. State the largest gross receipts your organization has realized from the operation of the Offeror's businesses at any one (1) airport in any one (1) year within the last five (5) years:

\$ _____/Year

c. State the number of cars your organization will have available for use at the Airport during the first year the Concession Agreement is in effect.

d. Do you have a nationwide reservation system?

If yes, state the number of locations in airports of such systems.

e. Identify your credit card affiliations.

f. State the number and location of your operating outlets and facilities in the United States.

g. State the number of rental cars registered in Virginia that are owned or leased by your company in your fleet in Virginia.

h. Do you participate in a national advertising program? If yes, give a concise description of such program(s).

i. State your annual local/national advertising budget.

\$ _____

j. Have any leases or agreements for the operation of rental car concessions or other business enterprises held by your organization ever been canceled or terminated before their expiration? YES () NO (). If yes, provide additional details.

k. List the names and phone numbers of three (3) persons (other than Authority employees and members) having knowledge of your ability to conduct business as described in your proposal:

Name: _____
Title: _____
Phone: _____

Nature of Association:

Name: _____
Title: _____
Phone: _____

Nature of Association:

Name: _____
Title: _____
Phone: _____

Nature of Association:

2. Proposer's Airport Concession Disadvantaged Business Enterprise Participation (ACDBE) Plan

The Proposer must specify the form and amount of ACDBE participation to which it is prepared to commit.

The Proposer may qualify as an ACDBE, as defined in 49 CFR Part 23, Section 23.3, or ACDBE participation may be in the form of 1) one or more subleases, joint ventures, partnerships, or other legal arrangements meeting the eligibility standards in 49 CFR Part 23, or 2) the purchase of services, goods, and products necessary for the conduct of its business and operations at the Airport from ACDBEs.

The undersigned hereby certifies that all of the information contained in this Information Form, and in any and all attachments hereto, is true and accurate.

ATTEST:

By: _____

Title: _____

Date: _____

APPENDIX C -OFFEROR'S STATEMENT OF INTENT TO DUAL BRAND
FOR ON-AIRPORT RENTAL CAR SERVICE CONCESSION
CHARLOTTESVILLE-ALBEMARLE AIRPORT

NAME OF FIRM:

☐

Offeror does not intend to dual brand its rental car concession.

☐

Offeror intends to dual brand its rental car concession under the following brand names:

1. _____

2. _____

3. _____

OFFEROR'S SIGNATURE

APPENDIX D - AFFIDAVIT OF NO-COLLUSION
FOR ON-AIRPORT RENTAL CAR SERVICE CONCESSION
CHARLOTTESVILLE-ALBEMARLE AIRPORT

NAME OF FIRM:

_____, being first duly sworn, deposes and states the following:

Individual only: that he or she is the Offeror and an individual doing business under the name of _____, in the City of _____, in the State of _____.

Partnership only: that he or she is the duly authorized representative of the proposer, a partnership doing business under the name of _____, in the City of _____, in the State of _____.

Corporation only: that he or she is the duly authorized representative of the proposer, a corporation organized and existing under the laws of the State of _____.

Other only: that he or she is the duly authorized representative of the proposer, a _____ organized and existing under the laws of the State of _____.

Affiant does hereby certify, in connection with the proposal to which this Certification of Non-Collusion is attached, that:

The proposal is not the result of or affected by any act of collusion with another person engaged in the same line of business or commerce: nor is it the result of, or affected by, any act of fraud punishable under the Virginia Governmental Frauds Act, Article 1.1 of Chapter 12 of Title 18.2 of the Code of Virginia, 1950, as amended (§§ 18.2-498.1 *et seq.*).

Signature of Company Representative _____

Printed Name and Title _____

Date _____

ACKNOWLEDGEMENT

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Certification of Non-Collusion was subscribed and sworn to before the undersigned notary public by _____ on _____.

Notary Public: _____
My Commission Expires: _____

CODE OF VIRGINIA

Sec. 18.2-498.4. Duty to provide a certified statement. –A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person is seeking, offering, or agreeing to transact business or commerce with it, or seeking, offering, or agreeing to receive any portion of the public funds or money, submit a certification that the offer or agreement or any claim resulting therefrom is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under this article. –B. Any person required to submit a certified statement as provided in subsection A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c. 472).

APPENDIX E - PROPOSAL BOND
FOR ON-AIRPORT RENTAL CAR SERVICE CONCESSION
CHARLOTTESVILLE-ALBEMARLE AIRPORT

NAME OF FIRM:	
----------------------	--

KNOW ALL MEN BY THESE PRESENTS that we the undersigned, as principal and as surety, respectively, are held and firmly bound unto the Charlottesville-Albemarle Airport Authority, as obligee, in the sum of FIVE THOUSAND DOLLARS (\$5,000.00), lawful money of the United States of America, for the payment of which sum well and truly be made we bind ourselves, our heirs, legal representatives, successors, and assigns, as the case may be, jointly and severally and firmly by these presents.

The condition of this obligation is that whereas the principal has submitted the accompanying proposal dated _____ for a rental car service concession at the Charlottesville-Albemarle Airport in Charlottesville, Virginia:

NOW, THEREFORE, if the aforesaid principal shall not withdraw (his) (their) (its) proposal for a period of ninety (90) days after the opening of proposals, and shall comply with the requirements and commitments in said proposal contained, and if awarded a concession agreement pursuant to the specifications governing such proposal and award, shall enter a concession agreement with the Charlottesville-Albemarle Airport Authority, the obligee, and contemporaneously with the execution of such concession agreement give to said Authority a performance bond in the form and amount set forth in the applicable specifications, and in all respects in conformity with those specifications, then this obligation shall be null and void; otherwise, the principal and/or surety shall pay unto obligee the sum of FIVE THOUSAND DOLLARS (\$5,000.00), not as a penalty but as liquidated damages sustained by obligee as a result of failure on the part of the principal to meet the conditions or any thereof aforesaid.

IN TESTIMONY WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized agents, their signatures following below.

In presence of:

_____ By _____
Principal

_____ By _____
Surety

STATE OF _____

CITY/COUNTY OF _____

On this _____ day of _____, 2022, before me personally appeared _____, to me known to be the person described in and who executed the foregoing Proposal Bond, and acknowledged that he executed the same as his free act and deed.

CORPORATE ACKNOWLEDGEMENT FOR PRINCIPAL

STATE OF _____

CITY/COUNTY OF _____

On this _____ day of _____, 2022, before me appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are respectively _____ and _____ of _____, a corporation, and that the foregoing Proposal Bond was executed on behalf of the corporation by authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of the corporation.

AFFIX HERE ACKNOWLEDGEMENT OF CORPORATE SURETY

The Charlottesville-Albemarle Airport Authority has prescribed the form of this bond.

NOTICE TO CORPORATE SURETIES: This bond will not be accepted unless executed or countersigned by the Virginia agent, resident officers, or attorney-in-fact whose name and address must be noted in the space hereinafter provided. The corporate surety's form of corporate acknowledgment should be attached in the space provided on this form.

Full Name of Surety Co. _____

Home Office Address _____

Name of Attorney-in-Fact _____

Name of Local Agency _____

Address of Local Agency _____

If this bond is executed outside of the Commonwealth of Virginia, it must be countersigned by a Virginia resident agent of the corporate surety.

Name of Agent Affixing Countersignature _____

Address _____

APPENDIX F - PERFORMANCE BOND
FOR ON-AIRPORT RENTAL CAR SERVICE CONCESSION
CHARLOTTESVILLE-ALBEMARLE AIRPORT

NAME OF FIRM:

KNOW ALL MEN BY THESE PRESENTS that we, _____, as principal, and _____, as surety, hereby acknowledge and recognize ourselves held and firmly bound to the Charlottesville-Albemarle Airport Authority, a political subdivision of the Commonwealth of Virginia, as obligee, in a sum equal to 50% of the principal's first year's minimum annual guarantee (see **Appendix A**, above), pursuant to the terms of the Concession Agreement, lawful money of the United States of America, to be paid to said obligee and its legal representatives, successors, and assigns, as the case may be; for which payment well and truly to be made we bind ourselves, our heirs, legal representatives, successors, and assigns, as the case may be, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, the principal has entered into a Concession Agreement with the obligee to operate an On-Airport Rental Car Service Concession at designated premises within and part of the Charlottesville-Albemarle Airport, said agreement consisting of a lease of such premises by the obligee to the principal for a term as therein provided, and providing further for payment of rents and fees by the principal to the obligee and for compliance as therein provided; a duplicate copy of which Concession Agreement is on file in the office of the obligee, located at 100 Bowen Loop, Suite 200, Charlottesville, Virginia 22911, the regularity and validity of said Concession Agreement being hereby affirmed.

The Authority will provide notice to said Surety of any and all amendments to the Concession Agreement.

It is understood and agreed that the maintenance of said bond shall be as provided in the Concession Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument.

In presence of:

_____ By _____
Principal

_____ By _____
Surety

STATE OF _____
CITY/COUNTY OF _____

On this _____ day of _____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing Performance Bond, and acknowledged that he executed the same as his free act and deed.

Notary

My commission expires: _____

CORPORATE ACKNOWLEDGEMENT FOR PRINCIPAL

STATE OF _____
CITY/COUNTY OF _____

On this _____ day of _____, 2022 before me appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are respectively _____ and _____ of _____, a corporation, and that the foregoing Performance Bond was executed on behalf of the corporation by authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of the corporation.

Notary

My commission expires: _____

AFFIX HERE ACKNOWLEDGEMENT OF CORPORATE SURETY

The Charlottesville-Albemarle Airport Authority has prescribed the form of this bond.

NOTICE TO CORPORATE SURETIES: This bond will not be accepted unless executed or countersigned by the Virginia agent, resident officers, or attorney-in-fact whose name and address must be noted in the space hereinafter provided. The corporate surety's form of corporate acknowledgment should be attached in the space provided on this form.

Full Name of Surety Co. _____

Home Office Address _____

Name of Attorney-in-Fact _____

Name of Local Agency _____

Address of Local Agency _____

If this bond is executed outside of the Commonwealth of Virginia, it must be countersigned by a Virginia resident agent of the corporate surety.

Name of Agent Affixing Countersignature _____

Address _____

**APPENDIX G - Offeror's Acknowledgment of Receipt of
RFP #2023-01 Addendum(s)
FOR ON-AIRPORT RENTAL CAR SERVICE CONCESSION
CHARLOTTESVILLE-ALBEMARLE AIRPORT**

NAME OF FIRM:	
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As per Section 1.6 of the RFP, if it becomes necessary to provide additional clarifying data or information or to revise any part of this RFP, written addendums will be posted on the Authority's website <http://www.gocho.com/organization-info/public-notices/>.

It shall be the Offerors' responsibility to regularly monitor the Authority's website for any such postings. Offerors must acknowledge the receipt/review of any addendum(s) on this Appendix G.

List any/all addendum(s) that have been received/reviewed by your firm:

OFFEROR'S SIGNATURE

APPENDIX H - Offeror's Acknowledgment of Receipt of RFP #2023-01's
FEDERAL REQUIRED CONTRACT PROVISIONS
FOR ON-AIRPORT RENTAL CAR SERVICE CONCESSION
CHARLOTTESVILLE-ALBEMARLE AIRPORT

NAME OF FIRM:	
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As per Section 3.6 of the RFP, the applicable provisions as outlined in Section 5.0 "Appendix H – FEDERAL REQUIRED *CONTRACT PROVISIONS* will be included in the contract as per FAA requirements.

This form will serve as the Offeror's acknowledgment of receipt of these federally required contract provisions.

OFFEROR'S SIGNATURE

APPENDIX H

FEDERAL REQUIRED CONTRACT PROVISIONS

C1 CIVIL RIGHTS - GENERAL CIVIL RIGHTS PROVISIONS

The clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C2 CIVIL RIGHTS – TITLE VI SOLICITATION NOTICE

Dollar Threshold: \$0

The Charlottesville-Albemarle Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), 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.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") 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.*).

C3 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same

force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

C4 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**APPENDIX I - GENERAL TERMS, CONDITIONS, AND REQUIREMENTS FOR
ON-AIRPORT RENTAL CAR SERVICE CONCESSIONS AND
RELATED DRAFT LEASE AGREEMENTS**

**FOR ON-AIRPORT RENTAL CAR SERVICE CONCESSION
CHARLOTTESVILLE-ALBEMARLE AIRPORT**

NAME OF FIRM:	
----------------------	--

1. DEFINITIONS

- A. Airport. Charlottesville-Albemarle Airport – the land, buildings, premises, and improvements owned by the Charlottesville-Albemarle Airport Authority in the County of Albemarle, Commonwealth of Virginia, and lands contiguous thereto which may be acquired from time to time by the Authority for Airport purposes.

- B. Concession Agreement or Agreement shall mean this agreement between each Concessionaire and the Authority.

- C. Authority shall mean the Charlottesville-Albemarle Airport Authority, a political subdivision of the Commonwealth of Virginia and owner of the Charlottesville- Albemarle Airport. Where this Agreement speaks of approval or consent by the Authority, such approval or consent means action by the Authority's DLO or a designated representative.

- D. Car or vehicle shall mean any type of vehicle rented by Concessionaire from the premises leased herein.

- E. Concession Area shall have the meaning given to it in Section 2 below.

- F. Contract Year. The one-year period beginning on the effective date of this Agreement and, throughout the term of this Agreement, each successive one-year period.

- G. Ongoing Customer Facility Charge ("CFC"). A mandatory fee to be charged to each rental car customer by the Concessionaire remitted to the Authority and offset against a specified portion of the rentals and fees owed to the Authority by the Concessionaire under this Agreement.

- H. Gross Revenue. See Paragraph 4(H) below.

- I. Leased Premises. The area leased to Concessionaire, which includes (a) Terminal Building rental counter space and queuing area, (b) ready/return parking spaces allocated each Contract Year based on market share, (c) Rental Car Service Facility space and associated parking spaces allocated each Contract Year based on market share, and (d) any other space as defined by this Agreement. Leased Premises may be adjusted during the term of this Agreement in the manner set forth herein.

- J. Market Share. The percentage, carried out to two (2) decimal places, that a Concessionaire's Gross Revenue (as defined herein) bears to the total gross revenue of all rental car concessionaires operating at the Airport during the period at issue.
- K. Rental Car Service Facility. The facility, shown on **Exhibit C**, used by rental car concessionaires for washing, vacuuming, fueling, and general servicing of rental vehicles.
- L. Rental Car Area. All exclusive-use Leased Premises and common use areas used by the rental car concessionaires.
- M. Terminal Building. Shall mean the air carrier passenger terminal facility.
- N. Charlottesville-Albemarle Airport Authority Rules & Regulations The rules and regulations regarding conduct & activities on the property of the Charlottesville-Albemarle Airport as shown in **Appendix J**.

2. LEASED PREMISES

- A. For and in consideration of the payment by Concessionaire of the Concession Fee hereinafter reserved, as well as the performance by Concessionaire of the other covenants and agreements set forth herein, Authority does hereby lease, let, and demise unto Concessionaire, and Concessionaire does hereby take, lease, and hire from Authority, the following space at the Airport.
 - 1. Terminal Building space. Two hundred twenty (220) square feet of rental counter and office space within the Airport passenger terminal (**Exhibit A**)
 - 2. Ready/return parking spaces. _____ (____) parking spaces in the Airport ready/return parking lot (**Exhibit B**)
 - 3. Rental Car Service Facility bays. One (1) service bay and one (1) wash bay within the Rental Car Service Facility (**Exhibit C**)
 - 4. Rental Car Service Facility parking spaces. _____ (____) parking spaces in the Rental Car Service Facility parking lot. (**Exhibit C**)

Together, the space described in the preceding paragraphs (1), (2), (3), and (4) shall be referred to herein as the "Concession Area."

B. Terminal Building Space

Counter, Queuing, and Office Space

Authority leases a portion of counter area, floor area, and office space in the baggage claim wing of Terminal Building to Concessionaire for its exclusive use. Concessionaire shall be informally allocated a portion of the public area for queuing of the customer. The concessionaire with the highest total minimum guarantee shall be granted its selected counter area, and the selection process shall move to the concessionaire with the second-highest total minimum guarantee, and so on. The DLO has the final determination of counter space allocation should the Authority deem

it necessary to move the terminal positions for the rental cars to another location on Airport premises for operational efficiency, the concessionaire with the highest minimum guarantee at the time of movement will have the first choice of space with the second highest choosing second, and so on.

Common Space

Common space in the Terminal Building includes the lobby areas and restrooms. Common space in the Terminal Building shall be used jointly by all concessionaires, members of the public, other tenants, and others as authorized by Authority.

C. Ready/Return Parking Spaces

General Description

The ready/return area consists of the ready/return parking lot shown in **Exhibit B**. It includes ninety-eight (98) ready/return spaces. The parking spaces are leased exclusively to each concessionaire, based on an annual allocation, for revenue-producing purposes only. Use of the parking spaces is restricted to ready/return rental car and rental car customer parking only. Rental car customers may park in the ready/return lot only while actively conducting business and for a time period not to exceed 20 minutes.

Unless authorized in writing, the Concessionaire is required to prohibit employee parking in the ready/return parking lot (employee parking is available in the employee lot). Concessionaire is prohibited from subleasing the parking spaces or using them in any manner contrary to this Concession Agreement. If Concessionaire is warned more than two (2) times per year regarding the improper use of the parking lot, it will be assumed Concessionaire has an allocation greater than needed, and the DLO, at her/his discretion, may re-allocate the ready/return spaces to reduce Concessionaire's share of parking spaces.

Allocation of Ready/Return Parking Spaces

Concessionaires shall select a location and be awarded ready/return spaces in order of and by the percentage of total bid share (i.e., the concessionaire with the greatest total MAG Bid shall be given priority of selection). Annual reallocation of the number of ready/return spaces will be based on the market share for the previous year. New entrants shall be allocated no fewer than 15 ready/return spaces. The DLO has the final decision on the allocation of ready/return spaces.

D. Rental Car Service Facility Bays and Parking Spaces

Description

Authority will lease one (1) service bay and one (1) wash bay (as shown on **Exhibit C**), an above-ground gasoline storage tank and associated underground piping, and a fuel dispenser island to each concessionaire for their exclusive use.

Concessionaires shall select location of their bays and parking spaces in order of and

by the percentage of total bid share (i.e., the concessionaire with the greatest total MAG Bid shall be given priority of selection). Annual reallocation of the number of QTA spaces will be based on the market share for the previous year. New entrants shall be allocated no fewer than 25 QTA spaces. The DLO has the final decision on the allocation of ready/return spaces.

E. Cost of Moves

Authority shall have no financial responsibility for costs incurred by Concessionaire that include but are not limited to, costs of moving into the Leased Premises, moving from interim rental car facilities, removing any improvements made by Concessionaire, making any changes needed to the Leased Premises because of previous use, or making any changes related to reallocation of space, regardless of whether such costs are incurred during or after the term of this Agreement. The Concessionaire agrees to the timely installation and/or relocation of signage for the ready/return parking spaces at its expense.

3. TERM

- A. The term of each concession shall be for a period beginning on October 1, 2022, and expiring automatically on September 30, 2027.
- B. In the event Concessionaire remains in possession of the Concession Area after the expiration of the term, without any written agreement for a term of renewal, then the Concessionaire shall be deemed a holdover tenant and shall be liable for payment consistent with Fifth year pricing calculations to include the MAG, Concession Fees, Base Rent, rental for ready/return parking spaces and rental for Rental Car Service Facility land(as detailed in Section 4, Payments, below), as well as the performance of all its other obligations hereunder, on a month-to-month basis. Such holdover tenancy may be terminated at any time at the will of the Authority. Under no circumstances shall such holdover tenancy operate or be deemed to constitute a renewal or extension of the term of this Agreement.

4. PAYMENTS

A. Rentals and Fees

For the privilege of operating at the Airport under the conditions herein set forth, the Concessionaire will be obligated to pay to the Authority the following rentals and fees:

- 1. BASE RENT: Concessionaire shall pay to the Authority during the first year of this Agreement, for Terminal Building space, an annual rental of \$12,898.60, payable in equal monthly installments of \$1,074.89. The annual rental is based on a rent of \$58.63 per square foot. At the beginning of the second year of this Agreement, the square foot rate will be \$61.57 per square foot per year. At the beginning of the third year of this Agreement, the square foot rate will be \$64.65 per square foot per year. At the beginning of the fourth year of this agreement, the square foot rate will be \$67.89 per square foot per year. At the beginning of the fifth year of this Agreement, the square foot rate will be \$71.29 per square foot per year.

2. CONCESSION FEE: In addition to the Base Rent specified above, Concessionaire shall pay to the Authority a monthly Concession Fee, as negotiated between the Authority and the Concessionaire during the competitive negotiation selection process for this RFP equal to: Ten Percent (10%) of its monthly Gross Revenue (as defined in Paragraph 4(H), below) or one-twelfth (1/12) of the minimum guarantee for the appropriate Contract Year set forth in Concessionaire's proposal dated _____ (see **Appendix A** to Request for Proposals), whichever is greater.
3. PARKING RENTAL: In addition to the Base Rent and Concession Fee specified above, Concessionaire shall pay, as rental for ready/return parking spaces in the lot designated on **Exhibit B** hereto, the following amounts:

First Contract Year: \$51.78 per month per space
Second Contract Year: \$54.37 per month per space
Third Contract Year: \$57.09 per month per space
Fourth Contract Year: \$59.95 per month per space
Fifth Contract Year: \$62.95 per month per space

4. RENTAL CAR SERVICE FACILITY LAND RENTAL: Concessionaire shall pay, as rent for the Rental Car Service Facility land lease (FY23 \$5,423 monthly), its proportionate share (spread equally among the Concessionaires) of the fair market rental value of the land underlying the Rental Car Service Facility and common areas allocable thereto, payable monthly in advance and without invoice thereof. Assuming the award of three rental car concessionaire agreements pursuant to the current Request for Proposals, the monthly rent at the beginning of the term of this Agreement shall be \$1,808. Remittances to Authority of the Ongoing Customer Facility Charge ("CFC") described in Paragraph 4(G) and Section, below, shall be credited against the rent due for the Rental Car Service Facility land lease; however, Concessionaire is responsible for paying any shortfall if the Ongoing CFC is not sufficient to pay the rent.

The amount of rent due the Authority for the Rental Car Service Facility land lease shall be re-evaluated, based in part on Concessionaire's Market Share, each year during the term of this Agreement.

B. Dates of Payment

1. Rental payments described in Paragraphs 4(A)(1), 4(A)(3), and 4(A)(4) of this Agreement shall be due on or before the first (1st) day of each month of the Term of the Concession, without notice or demand from the Authority.
2. The Concession Fee described in Paragraph 4(A)(2), above, shall be due and payable no later than the 15th day of the month for the preceding month, without notice from the Authority. Concessionaire shall furnish to Authority a report of Concessionaire's Gross Revenue, as defined herein, during the preceding calendar month no later than the 15th day of the month following the month during which the business took place, and shall simultaneously pay Authority the Concession Fee. The Concessionaire will assist the Authority as needed in determining if the status of its year-to-date total obligation to the Authority will result in a refund from the Authority to the Concessionaire, as described in more detail below.

C. Annual Reconciliation

1. Concession Fees: Within ninety (60) days after the close of each Contract Year, Concessionaire shall furnish to the Authority a sworn statement certified by an officer of Concessionaire showing all Gross Revenue derived from its operation of the on-Airport rental car service concession for said Contract Year. The Concessionaire's total obligation to the Authority for the Contract Year will be the greater of the minimum guarantee for the stated year, as set forth in the Concessionaire's proposal, or 10% of Gross Revenue. If the Concessionaire's Concession Fee payments to the Authority over the course of the Contract Year are less than its total contractual obligation to pay the Concession Fee, the Concessionaire will transmit the balance owed no later than the end of the month following the end of the Contract Year. If the Concessionaire's Concession Fee payments to the Authority over the course of the Contract Year are greater than its total contractual obligation to pay the Concession Fee, the Authority shall remit the amount to be refunded to Concessionaire no later than the end of the month following the end of the Contract Year.

If Concessionaire fails to assist the Authority in determining any amount owed by the Authority to the Concessionaire within sixty (60) days following the end of the Contract Year, by which time the Authority will have closed its books for the fiscal year, Authority shall not be obligated to remit any amount owed.

2. Customer Facility Charge: Within sixty (60) days after the close of each Contract Year, the Concessionaire shall furnish to the Authority a sworn statement certified by an officer of Concessionaire showing the Concessionaire's total number of Contract Days (as defined in Section 5, Ongoing Customer Facility Charge ("CFC"), below).

D. Abatement Of Minimum Guarantee

In the event that one of the following conditions exists, the minimum annual revenue guarantee set forth in the Concession Agreement shall be abated for the period of time during which the condition exists.

1. Inability to Provide Vehicles. Shortages or other material disruptions in the supply of vehicles, gasoline, or other goods necessary for the Concessionaire's operation resulting in material diminution of Concessionaire's Gross Revenues hereunder for a period of sixty (60) or more consecutive days. Proof of the shortage or disruption must be submitted to the Authority for its approval, which shall not be unreasonably withheld. In addition, the Concessionaire must submit proof that the shortage or disruption is not the result of actions by the Concessionaire that could have reasonably been avoided or diminished by the Concessionaire.
2. Extreme Reduction in the Number of Airline Passengers. The number of passengers deplaning from scheduled airline flights at the Airport, during any period of sixty (60) or more consecutive days, is less than seventy-five percent (75%) of the number of such deplaning passengers for the same period during the preceding calendar year.

However, notwithstanding the above, for the period of time during which the condition exists,

the Concessionaire shall continue to pay the Concession Fee and other fees and rentals specified within the Concession Agreement.

E. Delinquent Payments

With the exception of overdue remittances of the Ongoing CFC, which is subject to a higher rate as provided herein, all delinquent payments due to the Authority by the Concessionaire under this Agreement shall be subject to a service charge of 12% per annum on outstanding balance until paid.

F. Pass-Through of Concession Fee

The Authority will allow the pass-through of the Concession Fee to customers; provided, however, that the Concession Fee is identified as a concession fee, and not as a tax or tax-like fee, on customer invoices and rental contracts. The fee shall appear immediately below all concessionable items and may not be immediately adjacent to taxes on invoices and contracts. The amount of the fee stated on the invoice or contract and charged to the customer may not exceed 11.11% of the Concession Fee.

G. Pass-Through of Ongoing Customer Facility Charge ("CFC")

The Ongoing CFC is a mandatory fee to be charged by each rental car concessionaire and remitted to the Authority. The Authority does not prohibit the separate statement of the Ongoing CFC on customer invoices or rental contracts (hereinafter, "invoices"), provided that Concessionaire meets all of the following conditions:

1. Such fee is titled "Customer Facility Charge";
2. Such fee shall be immediately below all concessionable items, and not immediately adjacent to taxes, on invoices;
3. If the Concessionaire elects to designate the Ongoing CFC on invoices, the Concessionaire complies with all applicable laws, including Federal Trade Commission requirements;
4. The amount of the Ongoing CFC stated on the invoice and charged to the customer does not exceed the amount in Section 5 of the Concession Agreement for the applicable time period;
5. The Concessionaire shall not identify, treat, or refer to the Ongoing CFC as a tax; and
6. The Concessionaire shall not pass through, unbundle, or list any fees (other than the Ongoing CFC and the Concession Fee) payable to Authority as a separate item on its invoices, except with the Authority's prior written approval.

H. Gross Revenue

1. General Definition

"Gross Revenue" means all fees, charges, and receipts of any and all kinds and descriptions,

net of any discounts, coupons or credits at the time the contract is closed, without deduction for any credit card discount and without deduction of uncollectible accounts or charges, from or on account of Concessionaire's business or activities originating on, at, from or with respect to the Leased Premises, Concessionaire's rental car concession at the Airport, this Agreement, Concessionaire's vehicle fleet assigned to the Airport, or foreign vehicles temporarily assigned to or rented from the Airport, no matter where the reservation therefor, the rental thereof, or the delivery or possession of said vehicle is made, including but not limited to reservations made through airlines, other operators, or travel agencies, or by way of telephone, computer, or any other means of communication, including but not limited to amounts collected or due from, for, or on behalf of Concessionaire's customers, and revenue and consideration of any and all types and in any and all forms which are collected, accrued, received, receivable, allocated, or allocable or which should have been collected, accrued, received, receivable, allocated, or allocable by, for, or to Concessionaire or any person or entity acting for or on behalf of Concessionaire, including its franchisor or any affiliated person or entity. Gross Revenue shall include but is not limited to the following specified items:

- a. Base, time, and mileage charges and fees for the rental and short-term leasing of vehicles;
- b. Premiums and any and all other fees and charges for personal accident insurance, personal effects insurance coverage, personal effects protection insurance, liability insurance, liability insurance supplements, and any and all other types and kinds of insurance coverage and policies (regardless of how they be denominated, regardless of the parties covered, and regardless of the risks insured against);
- c. Inter-city fees and drop charges;
- d. Fuel sales;
- e. Loss Damage Waiver (LDW);
- f. Concession recovery fees or concession recoupment fees charged to customers;
- g. Any and all charges made to customers for any and all equipment and services provided for, on account of, or incidental to the rental of vehicles; and
- h. All other receipts, compensation, revenue, and other consideration received or accrued to Concessionaire or Concessionaire's franchisor or any other affiliated person or entity for or on account of the subject rental car concession, its operations, or its fleet vehicles, unless specifically excepted in writing by the Airport Authority.
- i. Administration fees associated with the collection and payment of red light tickets, parking tickets, other governmental fines and fees, tolls, towing and impounded vehicles will not be excluded

Gross Revenue shall specifically exclude the following: carbon offsets, payment of red light tickets, parking tickets, other governmental fines, and fees, tolls, towing and impounded vehicles which are paid to a third party, and sales taxes which are separately stated on Concessionaire's vehicle rental agreements and vehicle short-term leasing agreements and

which Concessionaire collects and remits separately to governmental taxing authorities, as required by law; compensation received by Concessionaire from customers and insurance carriers in payment of actual damages to, or the destruction or theft of, vehicles and other personal property of Concessionaire; compensation received from any final sale of a vehicle or other personal property of Concessionaire to an unrelated third party (provided that Concessionaire does not regain or retain any title, right, interest, or ownership in or to the vehicle or other personal property); and Ongoing CFC receipts and revenue collected.

Without limiting the generality and scope of the definition of Gross Revenue and without broadening the limits of exclusions from Gross Revenue, as specified above, it is expressly agreed and understood by Concessionaire that no exclusion shall be allowed for taxes or surcharges levied on Concessionaire's activities, facilities, equipment, real or personal property, payroll taxes, income taxes, taxes on frequent flier miles paid directly to an airline, license, title, tag fees, or charges to recoup the same, or other charges which recoup operating costs.

Unless specifically excluded by the express terms of this section, said receipt, revenue, or consideration shall be deemed to be included in Gross Revenue under this Agreement.

2. Prohibited Reductions

The Concessionaire may not reduce Gross Revenue by any of the following:

- a. Volume Discounts. Corporate or volume rebates may not be deducted from Gross Revenue.
- b. Credits for Out-of-Pocket Purchases. Credits given to the Concessionaire's customers for such things as out-of-pocket purchases of gas, oil, or emergency services, regardless of where made, may not be deducted from Gross Revenue.
- c. Diversion of Rental Car Revenue

Diversion, through direct or indirect means, of rental car revenues from inclusion in Gross Revenue, as defined in this Agreement, is prohibited. Diversion shall include, but not be limited to, the following situations: a shortage of rental cars at the Airport while having rental vehicles available elsewhere in the Charlottesville-Albemarle metropolitan area, renting such vehicles to customers who arrive at the Airport, and not including the resulting rental car revenue in the Gross Revenue defined under this Agreement; and the taking of a reservation, advertising or suggesting to a potential customer arriving at the Airport that the customer rent a vehicle at a location other than the Airport, regardless of the reason, and not including the rental car revenue resulting from such transaction in Gross Revenue. In addition to all other remedies available by law, Authority may terminate this Agreement upon a determination by the CEO that the Concessionaire has intentionally diverted revenue as described herein.

Concessionaire shall have the right to conduct all or part of its business on a credit basis; provided, however, that the risk of such operation shall be borne by Concessionaire, and Concessionaire shall include as Gross Revenue any charge the company customarily makes for goods and services even though Concessionaire fails to actually collect such a charge (i.e., there shall be no chargebacks of bad debt).

I. Monthly Reports

The Concessionaire shall, on or before the fifteenth (15th) day of each and every calendar month during the term hereof, submit to the Authority a detailed statement showing Gross Revenue from the operation of its rental car concession for the preceding calendar month. Separate reports shall be furnished for any location outside the Terminal Building, such as fixed-based operations or a similar installation on the Airport. These reports shall show a full and complete breakdown analysis of all items included in the calculation of total Gross Revenue reported. Such statements shall be submitted to Airport together with the Concessionaire's payment of the Concession Fee due hereunder.

J. Annual Reports

The Concessionaire shall, within sixty (60) days following the end of each Contract Year, submit to Authority a detailed statement of Gross Revenue from the concession for the preceding Contract Year of operation. The accuracy of such statement shall be certified by an authorized representative of Concessionaire.

K. Late Payment Charge

With the exception of overdue remittances of the Ongoing CFC, which is subject to a higher rate as provided herein, the Concessionaire shall pay a late payment charge of 12% per annum on the balance of any unpaid amount, calculated from the date the amount is first due until the close of the business day upon which the delinquent payment is received by Authority.

L. Books and Records of Concessionaire

1. Maintenance of Accounting Records

The Concessionaire shall maintain adequate accounting records, in accordance with generally accepted accounting principles, generally accepted auditing standards, and the requirements of this Agreement, for: (a) all transactions relevant to this Agreement (collectively, "Books and Records"); and (b) all exclusions from Gross Revenue claimed by the Concessionaire. The Concessionaire shall cause to be installed on the Concessionaire's Leased Premises, and shall at all times use, such cash registers, computers, invoicing machines, sales slips, and other accounting equipment and devices as are reasonably necessary to record properly, accurately, and completely all sales and transactions relevant to this Agreement and the Concessionaire's Gross Revenue hereunder.

2. Books and Records

Books and Records shall include detailed analysis and itemization of all of the Concessionaire's operations at the Airport in printed, written, or electronic media as well as on-site fueling records as required by the Department of Environmental Quality upon inspection. The rental contract numbered invoice shall be issued with each sale or transaction in a series designated for use only with this Concession Agreement. Books and Records shall also include, but are not limited to: (1) all original accounting source documents detailing transactions relevant to this Agreement, including but not limited to (a) original rental

contracts, (b) operating/financial statements, (c) a complete (cumulative) general ledger, (d) monthly sales journals detailing each rental transaction for the month, (e) reconciliation between the financial records and monthly reports submitted to Authority, (f) bank statements applicable to the operation of the concession, (g) corporate trial balances, (h) corporate contracts with corporate customers, (i) electronic media documenting accounting records, and (j) other sales-related documents; and (2) documentation relating to and supporting all exclusions from Gross Revenue claimed by the Concessionaire, including but not limited to (a) all agreements between the Concessionaire and corporate or volume customers establishing the customers' contractual rights to rebates; (b) lists of all individual rental transactions with all corporate or volume customers; (c) all individual rental agreements with all corporate or volume customers; and (d) any documentation or records supporting additional exclusions from Gross Revenue.

3. Cooperation by Concessionaire

Concessionaire shall provide the name and telephone number of Concessionaire's accounting manager or comparable employee who has a thorough knowledge of the accounting system as it pertains to this Agreement and who will assist the Authority with reconciliation and auditing. The Concessionaire will also allow interviews of past and current employees who were or are involved in the financial or operational activities of the Concessionaire.

4. Retention of Records

The Concessionaire shall keep and maintain all records of and relating to the Operation of this Concession for at least three (3) years after the expiration or earlier termination of the Concession. The Authority or its designated agents and representatives shall have a right to inspect and audit such records, upon reasonable request and notice to Concessionaire, throughout the 3-year record retention period (see also Par. 7 following below)

6. Disclosure of Information

The Authority is subject to the Virginia Freedom of Information Act "(FOIA)", Section 2.2-3700 *et seq.* of the Code of Virginia, 1950, as amended, and to the open-records provision of Virginia's Public Procurement Act ("PPA"), set forth at Section 2.2-4342 of the Code of Virginia. The Authority may only keep records and information confidential to the extent authorized by FOIA, PPA, and other applicable law. Section 2.2-4342(F) of the PPA states as follows: "Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application . . . shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." The Authority shall have no liability to the Concessionaire or any entity submitting a proposal for an on-Airport rental car service concession for or in connection with the disclosure of information that the Concessionaire or another proposing entity failed to protect by following the procedure specified in Section 2.2-

4342(F).

M. Audits

1. Audit Findings

Upon thirty (30) days' notice, the Authority shall have the right to conduct one or more audits of the Concessionaire's records pertaining to any of its operations at the Airport. If an audit performed by Authority discloses an underreporting of Gross Revenue, the Concessionaire shall pay to the Authority any amounts due under this Agreement within fifteen (15) days of written notice by the Authority, together with interest calculated from the date the amount(s) were due at the rate for late payments stated in this Agreement. In addition, if the audit reveals an underreporting of Gross Revenue by five percent (5%) or more for any twelve (12) month period, the Concessionaire shall reimburse the Authority for the full cost of the audit and any associated legal fees. The Authority's rights under this section shall be in addition to any other rights or remedies the Authority may have.

2. Provision of Audit Workspace

The Concessionaire agrees to provide appropriate workspace for the conduct of any Authority audit and free access to copiers, fax machines, and other office equipment as needed. The Concessionaire will also make the requested original Books and Records available within fifteen (15) working days from the date of a written request by the Authority's representative ("Authority auditor") and will freely lend its own assistance in conducting the audit. The Concessionaire shall provide such records during regular business hours to the Authority auditor at a location within the Charlottesville-Albemarle metropolitan area designated by the Authority auditor. The Concessionaire agrees that in the event that the requested documentation is not provided within such fifteen (15) working day period, the Concessionaire shall bear the expense of the Authority auditor to travel to and return from the location(s) where such reports are maintained to conduct the audit. Such expenses will include transportation, lodging, food, and other reasonable out-of-pocket expenses for the full duration of the time needed to complete the audit.

3. Survival of Concessionaire's Duties and Authority's Rights

The Concessionaire's duty to maintain Books and Records and the Authority's rights under this Agreement to inspect and audit the Books and Records of Concessionaire shall survive the expiration or earlier termination of this Agreement.

5. ONGOING CUSTOMER FACILITY CHARGE ("CFC")

Commencing on the effective date of this Agreement, the Concessionaire shall charge and collect the Ongoing CFC, at the rate established from time to time by the Authority (currently at \$4.25 for each Contract Day (as defined below), from each customer of Concessionaire who rents or enters into a similar arrangement for the use of a vehicle (i) at the Concessionaire's location at the Airport or (ii) at any off-Airport locations by persons picked up at the Airport by or on behalf of the Concessionaire, regardless of the location of the vehicle. The Concessionaire

will be notified of any change in rate at the beginning of the contract period. The Ongoing CFC shall be collected from all customers of the Concessionaire, including customers receiving complimentary or discounted car rental under the Concessionaire's bona fide marketing plans.

An amount exactly equivalent to the Ongoing CFC collected by the Concessionaire from customers shall be payable to the Authority. Such amount shall be immediately due to the Authority upon collection by the Concessionaire, who shall be required to hold such amount in trust for the Authority's benefit. These funds shall be considered the Authority's property, and Concessionaire shall hold only a possessory interest, not an equitable interest, in these funds, which are to be held in a segregated account different from the Concessionaire's general operating account. The amount equivalent to that collected shall be remitted by Concessionaire to Authority no later than the fifteenth (15th) day of each month for the preceding month.

"Contract Day" means each twenty-four (24) hour period (or, if a customer's rental is for a period totaling less than 24 hours, any fraction thereof) during which a vehicle having been delivered by the Concessionaire to a customer is rented by such customer from the Concessionaire.

The Concessionaire shall maintain records and controls which are sufficient to demonstrate the correctness of the Ongoing CFC proceeds collected by Concessionaire and the amount of Ongoing CFC proceeds paid to the Authority. The records shall be subject to audit and review by the Authority.

The number of transactions completed by Concessionaire monthly shall be reported to the Authority each month. The reports are to be received no later than the fifteenth (15th) day of the month following the month in which such transactions occurred and shall be remitted with the payment of the Ongoing CFC proceeds.

If Concessionaire fails to collect and/or timely remit the Ongoing CFC proceeds as required above, by the end of the 15th day following the final day on which such remittance should timely have been submitted, the Concessionaire shall pay interest to the Authority at the rate of eighteen percent (18%) per annum (1.5% per month) (or, if less, the maximum rate allowed by law) on such overdue amounts calculated from the date on which amounts should timely have been paid.

The amount of the Ongoing CFC will be adjusted from time to time by the Authority to generate Ongoing CFC proceeds each year equal to the sum of the Total Debt Service/Coverage, the Total Fair Market Rental Value, the Total M&O components of the Rental Car Service Facility rental, and other current and future rental car projects as defined by the Authority.

Upon collection and remittance to the Authority of the Ongoing CFC proceeds over the course of each Contract Year, Concessionaire will have discharged its obligation to pay its Rental Car Service Facility land rental for such year. Upon failure for any reason to remit the Ongoing CFC proceeds for any year, Concessionaire will immediately pay to Authority the full amount of its liability (based on its respective Market Share) for the Total Debt Service/Coverage, the Total Fair Market Rental Value, and the Total M&O components, less any Ongoing CFC proceeds actually collected and remitted to the Authority during such year, at the end of the applicable Contract Year.

To the extent the total Ongoing CFC proceeds remitted to the Authority in any year are less than the sum of the Total Debt Service/Coverage, the Total Fair Market Rental Value, the Total M&O components of the Rental Car Service Facility rental and the funding needs of current and future rental car projects, each Concessionaire will pay, as part of its obligation to pay these expenses

under this Agreement, contingent fee equal to the Concessionaire's respective Market Share percentage times the shortfall.

Any Ongoing CFC proceeds remitted to the Authority in excess of the requirements therefore will be deposited in a surplus fund to be held by the Authority. The surplus funds will be applied from time to time by the Authority, after consultation with the rental car service concessionaires, to pay on behalf of the concessionaires any contingent fee, to redeem bonds, or to pay for additional improvements to the rental car facilities at the Airport.

6. NOTIFICATION

Within each Concession Agreement awarded as a result of this procurement transaction, each party shall be obligated to specify a representative to whom all notices shall be given and accepted on behalf of such party.

7. OWNERSHIP OF IMPROVEMENTS, REMOVAL OF PROPERTY, MAINTENANCE

Upon the expiration or earlier termination of the Concession Agreement, any and all Concession Improvements completed by Concessionaire shall remain in and on the Concession Area as Authority property.

During the term of the Concession Agreement, Concessionaire, at its expense, shall maintain, replace, and keep in good repair and operating condition all Concession Improvements as noted and in accordance with Exhibit D "Rental Car Service Facility Responsibility Checklist".

During the term of the Concession Agreement, Concessionaire shall be responsible for maintaining standard fire and property damage insurance on improvements and property owned by Concessionaire.

Upon expiration or earlier termination of the Concession Agreement, Concessionaire shall retain title to all furniture, portable equipment, and supplies in the Concession Area.

Upon expiration or earlier termination of the Concession Agreement, or under any other circumstances permitting or requiring the Concessionaire to remove property belonging to Concessionaire from the Concession Area, Concessionaire will be required to remove such property in a manner and at a time which will permit continued, uninterrupted operation of all on-Airport rental car service concessions, and to repair any damage resulting from such removal.

8. AUTHORIZED PURPOSE OF CONCESSION

A. Non-Exclusive Concession

Upon faithful performance of all terms, conditions and requirements of the Concession this Agreement, Concessionaire shall have the non-exclusive right to operate an on-Airport rental car service concession and shall engage in no other activities except as may be approved, in writing, by Authority.

B. Service Area

Concessionaire shall not sell or dispense gasoline, repair vehicles, or provide other services except to meet Concessionaire's own needs therefor.

C. Prohibited Use of Leased Premises

Concessionaire shall not permit the following activities and/or uses to take place in the Rental Car Area or the roadways serving the Charlottesville-Albemarle Airport and future terminals, additions, or appurtenances thereto. Violation of these provisions is subject to the penalties specified by the Concession Agreement, traffic citations, and any other penalties as prescribed by law.

1. There shall be no parking in common aisles, in driveways, along yellow or red curbing, adjacent to the Rental Car Service Facility fuel farm, or anywhere in front of the Terminal Building by Concessionaire or its customers.
2. Terminal Building vestibules, the front of the Terminal Building, the ready/return parking lot, and the Rental Car Service Facility shall not be used as an area of congregation for Concessionaire's employees under any circumstances. In addition, Concessionaire shall advise employees that smoking is restricted to designated areas and at least fifty (50) feet away from the Rental Car Service Facility fuel farm and fueling islands, and to use ash urns for disposal of smoking materials.
3. There shall be no rental car drop-off or pickup by Concessionaire or its customers at the curb in front of the Terminal Building. All customers must proceed to the ready/return parking lot to obtain and return rental vehicles and **will be so instructed by Concessionaire at the time of rental.**
4. There shall be no vehicle sales from the Leased Premises or from any Airport property.
5. Concessionaire shall pay for any of Concessionaire's or Concessionaire's employees' vehicles parked or abandoned in the Charlottesville-Albemarle Airport public parking lots at the then-applicable rates.
6. Concessionaire will ensure that ready/return parking spaces are used by rental car customers only. Use of the parking spaces is restricted to ready/return rental car and rental car customer parking only. Rental car customers may park in the ready/return lot only while actively conducting business and for a time period not to exceed 20 minutes. Concessionaires receiving at least two written warnings related to violations of this paragraph in any Contract Year will be subject to reallocation of parking spaces by the DLO, at the discretion of the DLO.
7. Concessionaire will be responsible for removing illegally parked vehicles from the ready/return lot within 2 hours of notification from the DLO or the Airport's Public Safety Department.
8. Concessionaire will conduct operations in a manner so as not to: a) deprive the public of its rightful, equal, and uniform use of Airport property; b) commit any nuisance or waste in the Concession Area or Rental Car Area; or c) annoy, disturb, or be offensive to others in the Terminal Building, Rental Car Service Facility, or on any other Airport grounds. Concessionaire shall take all reasonable measures, using the latest known and most practical devices and means, to eliminate any unusual, nauseating, or otherwise objectionable smoke, gases,

vapors, odors, or any vibrations tending to annoy other Terminal Building and Rental Car Service Facility tenants and users or to damage the Leased Premises, Airport property, or Airport operations. Concessionaire will maintain a low sound level in its operation.

9. Concessionaire will not permit any employee to bring a firearm or other similar weapon onto the Airport or any Airport property.
10. Concessionaire will not permit any employee to arrive or remain at the Airport if under the influence of drugs or alcohol, or if under the influence of a prescription or over-the-counter medication that impairs the employee's ability to operate appliances, equipment, or machinery.
11. Concessionaire will not conduct its operation in such a way as to hinder police, firefighters, or other emergency personnel in the discharge of their duties or so as to constitute a hazardous condition that would increase the risks normally attendant upon the operations contemplated under this Agreement.
12. Concessionaire will not permit use of any airport facility by off-airport operator or multiple brand of current Concessionaire except when dual branding under this agreement and throughout the term of the Concession Agreement.
13. Concessionaire shall ensure that all provisions of the Charlottesville-Albemarle Airport Authority Rules & Regulations are strictly adhered to shown in **Appendix H**.
14. Concessionaire hereby acknowledges that the Authority has an off-airport operator permitting process and it will ensure none of its brands violates its provisions.

9. OPERATING PROVISIONS

A. Common Use of Rental Car Facilities

The rental car facilities, including the Rental Car Service Facility, are joint-use facilities, and due to the nature of rental car concession operations, it is conceivable that damage, malfunction, or other occurrences involving another concessionaire's premises or equipment may adversely affect the operation or use of the Concessionaire's Leased Premises. Concessionaire shall conduct and coordinate its operations and activities with all other rental car service concessionaires so as to avoid conflicts and foster a safe, clean, and efficient operation for all concessionaires. Upon receiving written notice either 1) from another concessionaire that Concessionaire's operations are adversely affecting or damaging such other concessionaire, or 2) from Concessionaire that another concessionaire is failing to coordinate its operations in and about the Rental Car Area with those of Concessionaire, Authority shall promptly investigate the matter and within five (5) business days of the conclusion of such investigation take such action as Authority, in its sole discretion, may deem necessary or appropriate. However, Authority shall not be liable in any way to Concessionaire for any damages suffered by reason of the activities of another concessionaire, by reason of the failure of another concessionaire to carry out the directions of Authority, or by reason of another concessionaire's default in the performance of its obligations with regard to the Rental Car Area.

B. Ready/Return Parking Spaces and Rental Car Service Facility Parking Spaces

Concessionaire may use its allocated ready/return parking spaces only for: (a) parking cars which are ready to be picked up by Concessionaire's customers; and (b) the return and parking of cars by Concessionaire's customers. Concessionaire may not change the location of its ready/return spaces unless such change is agreed to and approved in writing by the Authority. The Authority reserves the right to charge Concessionaire for re-striping and other associated costs involved in changing the parking plan or traffic circulation.

C. Concessionaire Use of Rental Car Service Facility

Concessionaire shall utilize the Rental Car Service Facility only for vehicle fueling, washing, cleaning, light maintenance, fluid replenishment, vacuuming, and related activities as are reasonably necessary for preparing its cars for rental in accordance with the Concession Agreement. Concessionaire shall not utilize the Rental Car Service Facility for extensive maintenance or for the storage of damaged vehicles.

Further, Concessionaire shall not allow its customers or the general public to enter the Rental Car Service Facility. Concessionaire shall ensure that only rental cars are being serviced at the Rental Car Service Facility. No personal vehicles are permitted at the Rental Car Service Facility. The Concessionaire may provide temporary staging of its rental vehicles in the Rental Car Service Facility and its parking lot prior to their return to the Concessionaire's ready/return parking spaces. No other vehicle parking, including employee parking, shall otherwise be permitted in or about the Rental Car Service Facility except for fueling, maintenance, towing, or emergency services purposes. Employees shall park in the Airport's employee parking lot.

D. Surrender of Rental Car Service Facility at End of Term

Concessionaire's right to occupy its assigned space within the Rental Car Service Facility shall expire concurrently with the expiration or earlier termination of the Concession Agreement. At the end of the term of the Concession Agreement, the Concessionaire shall vacate its assigned space within the Rental Car Service Facility under the provisions applicable to its surrender of the Leased Premises. Concessionaire shall restore the Leased Premises to the condition they were in at the beginning of its use and occupancy thereof, reasonable wear and tear excepted.

E. Use of Leased Premises by Other Concessionaires

The Leased Premises allocated to Concessionaire shall be used only by Concessionaire, and no other on-Airport rental car service concessionaire, unless otherwise authorized by the Authority; provided, however, that one concessionaire may use another concessionaire's space on a short-term, temporary basis not to exceed five (5) days or in an emergency situation due to equipment failure.

F. Adjustments to Rental Car Facilities

Authority may unilaterally change a Concessionaire's Rental Car Area from time to time, as deemed necessary by Authority to further the efficient utilization of the Airport's facilities, including but not limited to accommodation of Airport construction activities and operations, provided that Authority shall give Concessionaire reasonable advance notice of each substantial change ("reasonable" means 30 days, unless otherwise dictated by construction schedules), and further provided that Authority shall make a reasonable effort to minimize changes and to structure changes that are made to minimize adverse impacts on

Concessionaire's business, to the extent such minimization is operationally and financially reasonable under the circumstances. In the event the Authority requires changes to Concessionaire's Rental Car Area hereunder, the Authority shall be responsible for any costs associated with such change. If the effect of the change on Concessionaire's business is substantial, rent shall be adjusted proportionally as determined by Authority in its sole discretion.

G. Adjustments to Allocations

If an audit reveals an error in the reported Gross Revenue of any Concessionaire, Authority, in its sole discretion, may reallocate or refuse to reallocate portions of the Rental Car Area subject to allocation using the corrected Gross Revenue.

H. Access to Rental Car Area

1. Access by Authority and Third Parties

Concessionaire's use of the Rental Car Area is subject to reasonable concurrent ingress and egress by Authority and its employees, contractors, and representatives, by the car-renting public, and by third parties for police, firefighting, safety, construction, maintenance, inspection, and other activities reasonably related to Airport business. Subject to the requirements of this Agreement, Concessionaire shall be responsible for regulating activities in the Concession Area other than activities by Authority's employees, contractors, or representatives. Authority shall have no responsibility for regulating activities in the Rental Car Area other than the activities of its employees, contractors, and representatives. Nothing in this paragraph shall be deemed to interfere with the Authority's right to enforce the provisions of the Concession Agreement and any rules adopted by Authority. Nothing in this section shall be deemed to interfere with Authority's ability to exercise its police powers.

2. Access by Concessionaire and Its Customers

Concessionaire and its customers shall have the right, in common with others, to use the roads and driveways necessary for the conduct, operation, and maintenance of Concessionaire's on-Airport rental car service concession; provided, however, that such joint use of roads and driveways shall be subject to traffic control through regulations or ordinances as Authority may from time to time promulgate.

I. Conflicts between Concessions

In the event of a conflict between the privileges granted to Concessionaire under its Concession Agreement and those granted to other tenants or concessionaires on Airport property, including other on-Airport rental car service concessionaires or off-Airport rental car service operators operating at the Airport, as to the services to be furnished by the various tenants or concessionaires, Concessionaire agrees that Authority shall determine which services may be furnished by Concessionaire, and Concessionaire agrees to be bound by such determination. Such determinations will be subject to a reasonableness standard.

J. Operations

Concessionaire acknowledges that there may be considerable changes and disruptions at the Airport due to construction during the term of its Concession. Authority will endeavor, to the extent practical, to minimize such changes and disruptions, but Authority shall have no responsibility or liability for disruptions of Concessionaire's operations or temporary interruptions of Concessionaire's use of any part of the Leased Premises due to construction activities by Authority or Authority's contractors or representatives. Any changes or disruptions that are material, may result in a modification.

K. Approval of Plans and Construction

Complete contract drawings and specifications must be submitted to and receive written approval of the Authority before any leasehold improvements, equipment, or other items may be installed.

10. ADVERTISING AND SIGNAGE

Authority shall provide all directional signs within common areas. Concessionaire shall provide all signage within or on the Leased Premises. All such signage, including signs bearing Concessionaire's corporate name and/or logo, shall conform to signage standards for the Rental Car Service Facility.

The right of Concessionaire to erect signs and to advertise its business on Airport property and within the Terminal Building shall in every case be subject to written approval by the Authority's DLO with respect to size, form, design, material, and content. Signage shall be permanent in nature; no temporary promotional banners or advertising is permitted. Credit card applications on behalf of any company other than Concessionaire is prohibited. Concessionaire shall not place freestanding signs outside its exclusive use areas. The cost of installation and operation of signs shall be borne by Concessionaire. Concessionaire shall not erect any signage, banners, corporate logo, regulatory signage, or employee-oriented or warning signs from the ceilings.

No signage, banners, corporate logo, regulatory signage, or employee-oriented or warning signs will be allowed within the rental car concession common use areas without the prior written consent of the Authority. Additional items placed in the Rental Car Area, including but not limited to vending machines and dumpsters, must be approved from an aesthetics and visibility standpoint by Authority in advance of their installation. Authority shall not withhold approval unreasonably.

Concessionaire shall not advertise its business at the Airport outside its Leased Premises except under separate agreement with Authority or Authority's advertising concessionaire.

11. SERVICES TO BE PERFORMED BY CONCESSIONAIRE

A. Type of Operation

Concessionaire shall furnish rental car services on a fair, reasonable, and non-discriminatory basis to all users of the Airport.

Concessionaire shall furnish good, prompt, clean, courteous, and efficient service adequate to meet all reasonable requests for its services at the Airport during the operating hours of the commercial airlines providing regularly scheduled service at the Airport. It shall maintain and operate the concession in a first-rate manner and shall keep its Leased Premises in a safe, clean, orderly, and inviting condition satisfactory to Authority at all times. It shall provide inter-city (one-way) service as a minimum standard of service.

B. Personnel

Concessionaire's employees shall be clean, courteous, efficient, neat, and professional in appearance and demeanor. Concessionaire shall not employ any person or persons in or about the Leased Premises who use offensive language or act in a loud, boisterous, or otherwise improper manner.

As representatives of the Concessionaire, employees shall wear professional and appropriate business attire. Concessionaire shall closely supervise employees to ensure the maintenance of a high standard of service to the public, as determined by the Authority.

Concessionaire shall select and appoint a competent general manager of Concessionaire's operations at the Airport. Such person must be a qualified and experienced manager vested with full power and authority to conduct the normal and ordinary operation of the concession herein authorized, including the authority to regulate the appearance, conduct, and demeanor of Concessionaire's agents and employees. Said manager shall ordinarily be available onsite at the Airport during working hours; during his or her absence, a responsible subordinate with commensurate authority shall be in charge and available. Any changes in management during the term of this Agreement are to be reported to Authority within two (2) business days, along with all relevant contact information.

Concessionaire shall closely control and supervise the driving practices of its employees, especially on the roadway in front of the Terminal Building, and shall neither permit, authorize, nor suffer fast, reckless, or unsafe driving by its employees. Concessionaire shall take all steps necessary to address specific instances of misconduct of which it is aware or which are reported to Concessionaire by the Authority or others.

Concessionaire shall respond immediately to Authority concerns regarding employee professionalism or the adequacy of Concessionaire's customer service.

C. Solicitation of Business

Concessionaire and its agents, servants, and employees shall so conduct and carry on its rental car business at the Airport as to maintain a friendly and cooperative, though competitive, relationship with other companies engaged in like business at the Airport.

Concessionaire shall not engage in open, notorious, and public disputes, disagreements, or conflicts tending to detract from the quality of on-Airport rental car services, whether of Concessionaire or its competitors, or incompatible with the best interests of the public at the Airport. Concessionaire shall not permit its agents, servants, or employees to solicit potential customers on or about the Airport in a loud, noisy, boisterous, offensive, or objectionable manner.

Concessionaire shall not engage in advertising or provide an area for the distribution of advertisements on behalf of any company other than itself. Authority shall be the sole judge

of whether the conduct of Concessionaire's representatives in the solicitation of business constitutes a violation of this paragraph, and upon notice from Authority, Concessionaire shall forthwith take all steps necessary to remedy the violation. Authority shall be the arbiter of all disputes, disagreements, or conflicts regarding solicitation of rental car business, and its determination thereof, or of the manner in which Concessionaire shall thereafter operate, shall be binding upon Concessionaire.

D. Cleanliness of Facilities

Concessionaire shall be obligated, without cost to Authority, to maintain the Leased Premises in their exclusive use concession area, including but not limited to all improvements installed by Concessionaire, and include any component in the Rental Car Service Facility identified as "Concessionaire's Responsibility" in the attached Rental Car Service Facility Responsibility checklist (Exhibit D) in good repair and in a clean and orderly condition and appearance, and shall keep the Concession Area clean and orderly and free of obstruction. Concessionaire shall be obligated to reimburse Authority for its share of costs periodically incurred in emptying and cleaning the Rental Car Service Facility water recycling system and removing wastewater and hazardous substances from the Rental Car Service Facility's oil/water separator.

Concessionaire shall provide, along with the other on-Airport rental car concessionaires, monthly sweeping of the Rental Car Service Facility and ready/return parking lots. Concessionaire shall, along with the other on-Airport rental car concessionaires, will be responsible for snow and ice removal from the ready/return parking lot and the Rental Car Service Facility to include the spaces where vehicles are parked and the drive-lanes of these areas. The Authority will be responsible for the removal of ice/snow from common roadways. No Concessionaire shall place any trash or collected snow in another Concessionaire's exclusive use areas or in such a way as to negatively impact any other Concessionaire's access/operations. Concessionaire shall also be responsible for hiring a professional service to power wash the interior of its leased wash bay on an annual basis; or, Concessionaire shall reimburse the Authority for providing such power washing service. Concessionaire will be responsible for more frequent power washing if mold, mildew, or other such substances so warrant.

Concessionaire shall provide for daily and weekly janitorial service for its rental counter and office space within the Terminal Building and for its leased portions of the Rental Car Service Facility, including trash removal. Concessionaire agrees to maintain the rental counter and office space in a clean and professional manner, including limiting any accumulation of items in the area located behind the rental counter so as to minimize the appearance of clutter through the windows in the front of the Terminal Building. Concessionaire, along with the other on-Airport rental car concessionaires, shall develop and implement a trash pick-up plan for the Rental Car Service Facility and ready/return parking lots so that all concessionaires work as a team to remove trash from the grounds on a daily basis. Trash receptacles at the Rental Car Service Facility are to be used for business purposes only.

12. COST OF RENTAL CAR OPERATIONS

Concessionaire shall bear all costs of operating the concession and shall pay, in addition to the rentals and fees set forth in Paragraph 4(A), above, all other costs connected with its use of the Leased Premises, including but not limited to costs associated with general maintenance, equipment maintenance as identified in the Rental Car Service Facility

Responsibility Checklist (Exhibit D), cleaning, utilities, sweeping, power washing, snow removal, insurance, taxes, supplies, and permit and license fees as required by law.

Concessionaire shall provide all maintenance as required by the Concession Agreement; provided, however, that if Concessionaire fails to perform such maintenance, or fails to perform it in a manner satisfactory to Authority, Authority reserves the right to provide the maintenance and charge Concessionaire its usual and customary cost, plus a twelve percent (12%) administrative fee. Authority shall provide written notice to Concessionaire of Concessionaire's failure to properly maintain the Leased Premises prior to performing any work and charging Concessionaire for any such work.

13. SERVICES TO BE PERFORMED BY AUTHORITY

Authority will maintain the structure of the Terminal Building and the Rental Car Service Facility, including the roof, outer walls, and floors, and bear the cost of utilities (other than the utilities serving the Rental Car Service Facility) and HVAC for the Terminal Building. Authority will maintain all exterior windows in the Terminal Building. The Authority will maintain in good repair the components, utilizing Ongoing CFC funding as noted in Section 5 above, in the Rental Car Service Facility identified as "Authority's Responsibility" in the attached Rental Car Service Facility Responsibility Checklist (Exhibit D), provided, however, any cost for repair that is determined, at the Authority's sole determination, to be caused by damage or negligence on the part of the Concessionaire shall be the responsibility of the Concessionaire.

Authority will not furnish janitorial service, janitorial materials, supplies, or custodial service for any Leased Premises in the Terminal Building or the Rental Car Service Facility.

14. QUALITY OF VEHICLES

In entering into this and other on-Airport rental car service concession agreements, Authority has foremost in mind providing the public and the air traveler with ground transportation facilities of high quality, commensurate with those furnished at airports serving major metropolitan areas.

Concessionaire shall at all times maintain, at its own expense, an adequate number of cars at the Airport to meet the reasonable public demand therefor. Such cars shall at all times be maintained by Concessionaire at its own cost and expense in good operating order, free from known mechanical defects, and shall be kept in clean, neat, and attractive condition, inside and out. Concessionaire agrees that it will at no time use cars whose model year is more than two (2) years older than the currently available model year for each vehicle model provided. Authority reserves the right to disapprove any car offered by Concessionaire for public use on the basis of safety concerns. Notice of such disapproval, together with the reasons therefor, shall be submitted in writing to Concessionaire by Authority's DLO, and Concessionaire shall immediately withdraw the car(s) at issue from service at the Airport.

15. ENVIRONMENTAL RESPONSIBILITIES

A. Definitions

The term "Regulated Substance(s)," as used in this Agreement, means pollutants,

contaminants, toxins, or otherwise hazardous or potentially hazardous substances, materials, or waste (or any mixture thereof), so designated or in any way regulated by any Environmental Law.

The term “Environmental Law(s),” as used in this Agreement, means any common law, statute, rule, regulation, law, ordinance, or code, whether local, state, or federal, that regulates, creates standards of conduct regarding, or imposes liability concerning Regulated Substances or which relates in any way to emissions, spills, waste disposal, or conduct affecting such matters. It includes but is not limited to regulations promulgated by the Virginia Department of Environmental Quality.

B. Indemnification

Concessionaire will be required to indemnify, defend, protect, and hold harmless Authority and its members, officers, employees, agents, and successors-in-interest (collectively, “Indemnitees”) from and against any and all losses, liabilities, fines, charges, damages, injuries, penalties, response costs, or claims of any and every kind whatsoever paid, incurred, asserted against, or threatened to be asserted against any Indemnitee, whether at law or in equity, which relate in any way, directly or indirectly, to Regulated Substances or Environmental Laws and which arise from or relate in any way to the Leased Premises, the Rental Car Area, or any of Concessionaire’s activities thereon (hereinafter, “Environmental Claims”) as a result of Concessionaire’s activities thereon. Concessionaire shall not be liable for any losses, costs, judgments, orders, obligations, damages, expenses or claims (whether by third parties or governmental authorities) arising out of or in any way relating to the existence of any Hazardous Materials placed on, in or under the Leased Premises by any person or entity other than Concessionaire. Concessionaire’s indemnification obligation under this paragraph extends to, without limitation: (i) all consequential damages; (ii) the costs of any investigation, study, removal, response, or remedial action, as well as the preparation and implementation of any monitoring, closure, or other required plan or response; and (iii) all reasonable costs and expenses incurred by any Indemnitee in connection with any Environmental Claim, including, but not limited to, reasonable fees for professional remediation or emergency services and equipment (such as those necessitated by fuel spills).

Concessionaire will also be required to defend, protect, indemnify and hold harmless any Indemnitee for and against any losses, claims, damages, or costs associated with the matters addressed in paragraphs C (Compliance with Environmental Laws) and E (Right to Take Action) below.

Such indemnifications and Concessionaire’s obligation hereunder, shall survive cancellation, termination, or expiration of the Concession Agreement.

To the extent that the Authority is liable therefor under Environmental laws, and to the extent, if any, that the Authority is permitted to do so under the laws of the Commonwealth of Virginia, Authority shall indemnify, defend, and hold harmless Concessionaire, its directors, officers, employees, and agents, and any assignees, subtenants, or successors to Concessionaire’s interest in the Leased Premises and their directors, officers, employees, and agents, from and against any and all losses, claims, suits, damages, judgments, penalties, and liabilities, including out-of-pocket litigation costs and reasonable attorney’s fees, directly or indirectly arising out of the presence, use, generation, storage, release, threatened release, or disposal of Regulated Substances on, under, or in the Leased Premises before or after the date of its occupancy thereof by or due to the actions or

omissions of any person other than Concessionaire, its directors, officers, employees, agents, assignees, subtenants, successors-in-interest, and contractors and shall bear the cost of and assume the obligation to perform any required or necessary repair, clean-up, investigation, removal, remediation, or abatement related thereto, whether such action is required or necessary prior to or following the Concessionaire's occupancy of the Leased Premises, to the extent that such investigative or remedial action is attributable, directly or indirectly, to the presence, use, generation, storage, release, threatened release, or disposal of any Regulated Substance on, under, or in the Leased Premises due to the actions or omissions of any person other than Concessionaire, its directors, officers, employees, agents, assignees, subtenants, successors-in-interest, and contractors.

Subject to the requirements and restrictions of applicable federal or state laws and regulations, the Authority will agree to defend, indemnify, and save harmless Concessionaire from all fines, suits, claims, demands, actions, and encumbrances of any kind or nature arising out of Authority's operations and which are caused solely by Authority's negligence or gross negligence, including but not limited to claims for personal injury, death, or property damage.

The Authority does not intend to, and will not, enter into any contractual obligation to waive any sovereign or governmental immunity to which it may be entitled, and the Authority does not intend to waive any claim it may have against Concessionaire regarding, or to release Concessionaire from liability for, any losses, claims, suits, damages, judgments, penalties, litigation costs, or attorney's fees arising out of or in connection with any acts or omissions of Concessionaire or its employees, agents, or contractors.

C. Compliance with Environmental Laws

Concessionaire shall conduct its operations on the Leased Premises and in the Rental Car Area, including but not limited to its maintenance and operation of the above-ground gasoline storage tanks and associated underground piping, in full compliance with all Environmental Laws. Concessionaire will further ensure that its employees, agents, contractors, subcontractors, and any other persons conducting any activities on the Leased Premises do so in full compliance with all Environmental Laws. By virtue of its operational control of the Leased Premises, Concessionaire shall be responsible for obtaining all necessary government permits or other approvals required by Environmental Laws in its name. Concessionaire accepts title to and ownership of any tanks installed pursuant to this Agreement (which tanks shall not be installed without Authority's prior written consent) and responsibility for any fuel spills caused by or resulting from its operations on the Leased Premises or in the Rental Car Area. Concessionaire is prohibited from installing or utilizing any storage tanks or wells on the Leased Premises or in the Rental Car Area without Authority's prior written consent.

D. Notification

Concessionaire shall immediately notify Authority in writing of any matter that might give rise to an Environmental Claim, or if Concessionaire obtains knowledge of any release, threatened release, discharge, disposal, or emission of any Regulated Substance in, on, under, or around the Leased Premises or the Rental Car Area which is not in full and complete compliance with all Environmental Laws. In accordance with Authority's Storm Water Pollution Prevention Plan/Oil Discharge Contingency Plan Concessionaire shall promptly notify Authority of any fuel spill which occurs on the Leased Premises or in the Rental Car Area.

E. Right to Take Action

Authority shall have the right, but not the obligation or duty, to join or participate in (including, if it so elects, as a formal party) any legal, administrative, or equitable proceedings or actions initiated by any person or entity in connection with any Regulated Substance, Environmental Law, or Environmental Claim pertaining to Concessionaire's operations under this Agreement, and in such case to have its reasonable attorney's fees and costs incurred in connection therewith paid by Concessionaire.

F. Right to Investigate

Authority shall have the right, but not the obligation or duty, any time on or after the Concessionaire uses or occupies the Leased Premises, to investigate, study, and conduct tests to determine whether Regulated Substances are located in, on, or under the Leased Premises or the Rental Car Area or were emitted or released therefrom in a manner violative of any Environmental Laws. Upon the reasonable request of Authority, Concessionaire shall provide a list of any and all Regulated Substances used in, on, or under the Leased Premises and/or the Rental Car Area. Concessionaire shall certify such list as true and correct and shall specify how the listed substances are used, stored, treated, or disposed of.

16. LIQUIDATED DAMAGES

The failure of Concessionaire to comply with the terms of its Concession Agreement will result in inconvenience to the public and will adversely affect the operation and financial condition of the Airport. Quantification of the resulting damages is difficult. The parties agree that the liquidated damages set forth below are reasonable estimates of the actual damages that would be incurred by the public and the Authority for the specified breaches, and Concessionaire agrees to pay to Authority liquidated damages in accordance therewith, upon the occurrence of the specified breach, and upon demand by Authority.

The liquidated damages required by this paragraph are solely for inconvenience to the public and adverse effects on Airport operations; payment of liquidated damages shall not relieve Concessionaire of responsibility for physical damage, personal injury, or other harm caused by Concessionaire or its employees, agents, or contractors.

For non-monetary defaults of the Concession Agreement, Authority in its sole reasonable discretion may determine if a violation of this Agreement has occurred and may impose the following penalties. Authority shall provide written notice of each offense to Concessionaire. Failure to pay the liquidated damages specified in this paragraph or, where applicable, to surrender space within thirty (30) days of such notice shall constitute a default. Offenses in this section are cumulative over the term of this Agreement, and Authority's entitlement to liquidated damages is in addition to any other remedies Authority may have under the Concession Agreement or by law.

The first offense in any category will result in a warning letter. The second offense will require Concessionaire to pay to Authority liquidated damages in the amount listed below. For a third offense in the same category, Concessionaire shall pay to the Authority

liquidated damages in the amount listed below. For fourth and each subsequent offense, Concessionaire shall lose the equivalent of one-quarter percent (.25%) Market Share from its allocation of ready/return parking spaces. Authority in its sole discretion may determine which, if any, on-Airport rental car service concessionaire shall be assigned such space in the future. Under violation #5 & #6 below, for unsafe driving and unprofessional conduct, respectively, the Authority reserves the right to permanently remove Concessionaire's employee from premises after the first offense.

Through the imposition of liquidated damages, Authority in no way waives its rights under the Concession Agreement, including but not limited to its rights upon default and termination, or its other remedies as prescribed by law, and is not required to follow the liquidated damages progression described above prior to invoking alternative or additional remedies available to it under the Concession Agreement or by law. Concessionaire shall have a right of appeal as follows:

Step 1: Within five (5) business days of receipt of Authority's written notice of an offense, Concessionaire may appeal to the DLO;

Step 2: Within five (5) business days of receiving a response from the DLO to which it objects, Concessionaire may appeal to the DLO; and

Step 3: Within five (5) business days of receiving a response from the DLO to which it objects, Concessionaire may appeal to the CEO. The CEO's decision may not be appealed.

LIQUIDATED DAMAGES

VIOLATION	2ND OFFENSE	3RD OFFENSE
1. Picking up or dropping off customers in areas not authorized by this Agreement.	\$200.00	\$300.00
2. Parking rental cars in unauthorized areas (by employees* or by customers).	200.00	300.00
3. Parking employee vehicles in unauthorized areas.	100.00	200.00
4. Signage violations or placement of other items in areas not authorized by Authority.	100.00	200.00
5. Unsafe driving by employees, including speeding on roadways and in parking lots, including QTA.	300.00	500.00
5. Conduct or language deemed unprofessional or offensive	300.00	500.00
7. Failure of employees to abide by uniform/professional appearance requirements.	100.00	200.00
8. Smoking in unauthorized areas; improper disposal of smoking materials.	100.00	200.00
9. Congregating of employees in front of Terminal Building.	100.00	200.00
10. Congregating of employees in ready/return parking lot.	200.00	300.00
11. Congregating of employees in Rental Car Service Facility area.	200.00	300.00
12. Failure to meet airline arrivals.	200.00	300.00
13. Other non-monetary defaults that disrupt operations, roadway traffic, or customer service.	100.00	200.00
14. Failure to maintain Rental Car Service Facility grounds free of trash.	100.00	200.00
15. Failure to remove unauthorized persons from Rental Car Service Facility grounds.	200.00	300.00

*As used in this table, the term “employees” refers to any persons acting in a professional capacity on behalf of Concessionaire.		
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17. INDEMNIFICATION AND INSURANCE

A. Indemnification

Concessionaire will be required to defend, indemnify, and save harmless Authority from all fines, suits, claims, demands, actions, and encumbrances of any kind or nature arising out of its operations hereunder, including but not limited to claims for personal injury, death, or property damage, and does hereby agree to assume all the risk in the operation of its business. Concessionaire shall be responsible and, where liable, answerable in damages for any and all accidents or injuries to property or persons on the Leased Premises, whether or not said persons are owners, managers, or employees of Concessionaire, except when caused by the negligence of Authority.

B. Insurance

The following general requirements apply to all operations under this Agreement:

1. Insurance Required Prior to Occupancy. Concessionaire shall not occupy the Leased Premises until it has complied with all insurance requirements, and until evidence of such compliance satisfactory to the Authority has been filed with the DLO. Copies of the applicable certificates of insurance are required in all cases.
2. Quality of Insurance Company. Companies providing required insurance policies must meet minimum financial security requirements as follows: (1) Best's Rating not less than B+ and (2) current Best's Financial Category not less than Class VII. These requirements reference the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide—Property/Casualty. Insurer's rating must be indicated on the certificate of insurance.

If Concessionaire desires to meet the insurance requirements through the use of self-insurance, Concessionaire shall provide Authority with acceptable proof of a funded self-insurance program or plan. All other provisions and requirements stated herein shall remain applicable.

3. Insurance to be Maintained During Term. Any and all required insurance shall be maintained during its entire term, including any extensions thereof, and during any holdover periods. The DLO shall have the right to inquire into the adequacy of the insurance coverages and to negotiate such adjustments as reasonably appear necessary.
4. Notice of Cancellation. The DLO shall, without exception, be given not fewer than thirty (30) days' notice prior to cancellation (for other than non-payment of premium or material change) of any required insurance. Non-payment of premium or material change shall require ten (10) days' notice of cancellation. Confirmation of this mandatory 30 days' notice of cancellation shall appear on the certificate of insurance and on any required insurance policies.
5. Authority and Others As Additional Insureds. The Charlottesville-Albemarle Airport Authority and its officers, officials, agents, and employees shall be

covered as additional insureds where their interest may appear arising out of the conduct of the Concessionaire. by every required insurance policy, except for workers' compensation and employer's liability policies, and such insurance shall be primary with respect to the additional insureds.

6. Authority of Insurance Agent. Each and every agent acting as an authorized representative of a company affording required insurance coverage to Concessionaire shall warrant, when signing the certificate of insurance, that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the certificate of insurance as evidence of such coverage. In addition, each and every agent shall warrant, when signing the certificate of insurance, that the agent is licensed to do business in the Commonwealth of Virginia.
7. Replacement Coverage. If at any time the coverage, limits, or, if Concessionaire is not self-insured, the carrier on any insurance policy shall become unsatisfactory to the DLO, the Concessionaire shall forthwith provide a new policy meeting the requirements of the DLO.
8. Not a Limit on Liability. The insurance coverages required for the Concession shall in no way be considered or used in any manner as a limit or cap on any liability or obligation that Concessionaire may otherwise have, including, without limitation, its obligations under the indemnification provisions contained herein.
9. Waiver of Subrogation. If and to the extent the Authority is not an additional insured on an applicable policy, no party shall have any right or claim against the Authority for any property damage, personal injury, or death (whether caused by negligence or the condition of the Leased Premises or any part thereof) by way of subrogation or assignment, and Concessionaire hereby waives and relinquishes any right it may have to pursue such claims. Concessionaire shall request that its insurance carrier(s) likewise waive its right of recovery under subrogation or otherwise, in favor of the Authority, and provide verification of such waiver to Authority.
10. No Third-Party Beneficiaries. It is specifically agreed between the parties hereto that they do not intend, by any of the provisions or any part of the Concession Agreement, (a) to create in or on behalf of any third party, person, organization, or member of the public rights as a third-party beneficiary; or (b) to authorize anyone not a party to the Concession Agreement to maintain a suit for personal injuries or property damage.

Concessionaire is required to carry the following insurance throughout the term of Concession Agreement:

11. Commercial General Liability Insurance. Concessionaire shall procure and maintain commercial general liability insurance, on a per-occurrence basis, in an amount not less than \$1 million for bodily injury and property damage, combined single limit. Coverage must include broad form contractual liability and cover Concessionaire's indemnity obligations hereunder, property damage, personal injury, premises-operations, and products-completed operations.
12. Automobile Liability Insurance. Concessionaire shall procure and maintain

automobile liability insurance in an amount not less than \$1 million for bodily injury and property damage, combined single limit, on a per-occurrence basis, on each motor vehicle owned by Concessionaire or used in its business operations at the Airport. Owned, hired, leased, and non-owned vehicles shall be covered by such policy; in the event Concessionaire uses any motor vehicles in its business at the Airport which it does not own in its corporate name, non-owned motor vehicle coverage shall apply to such motor vehicles and must be endorsed on either the Concessionaire's automobile liability policy or the commercial general liability policy. The extension of coverage to non-owned vehicles shall be specified on the certificate of insurance.

13. Property Insurance. Concessionaire shall maintain appropriate insurance to cover its own furnishings, personal property, equipment, and stock-in-trade.
14. Workers' Compensation and Employer's Liability Insurance. Concessionaire shall procure and maintain workers' compensation insurance amount required by the Commonwealth of Virginia. Employer's liability limits should be as follows:

\$100,000	Bodily Injury Each Accident
\$500,000	Bodily Injury Disease Aggregate
\$100,000	Bodily Injury Disease Each Employee

18. FUTURE EVENTS

A. Damage or Destruction of Premises

If the Leased Premises are partially damaged by fire, explosion, the elements, the public enemy, or other casualty for which there is insurance coverage, but not rendered untenable, the same shall be repaired with due diligence by Authority at its own cost and expense. If the damage from the aforesaid causes shall be so extensive as to render the Leased Premises untenable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by Authority at its own cost and expense, and the fees and rentals payable herein shall be proportionately paid up to the time of such damage and thereafter cease until such time as the Leased Premises are fully restored; provided, however, that if Authority provides the Concessionaire with temporary space, rental payments for the damaged area (Base Rent, Parking Rental, and/or Rental Car Service Facility Land Rental; see Section 4, above) shall abate, but the Concession Fee shall continue to be paid.

In the event the Leased Premises are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or from a cause for which there is no insurance coverage, or are so damaged that they will remain untenable for more than thirty (30) days, Authority shall be under no obligation to repair and reconstruct the premises, and all rent payable hereunder shall be proportionately paid up to the time of such damage or destruction and shall henceforth cease until such time as the premises may be fully restored. If within twelve (12) months after the time of such damage or destruction the Leased Premises shall not have been repaired or reconstructed, Concessionaire may give Authority written notice of its intention to cancel the Concession Agreement in its entirety as of the date of such damage or destruction.

B. Cancellation by Concessionaire and Abatement

Subject to reserved rights of Authority, and except as provided in Paragraph 19(A), above, upon the happening of any of the following events, Concessionaire shall have the right to terminate its Concession by written notice to Authority within ten (10) days of such event:

1. Occupation of all or a part of the Airport by any governmental entity or any of its agencies having jurisdiction over the Airport to such extent as to prevent continuance of Concessionaire's operation.
2. Destruction of all or part of the Airport or of the facilities located thereon by fire or other cause beyond the control of Concessionaire to such an extent as to prevent continuance of Concessionaire's operation.
3. A shortage, disruption, limitation, or curtailment in the supply or use of vehicles, gasoline, or other goods, labor, or materials necessary for Concessionaire's operation to such an extent as to prevent continuance of Concessionaire's operation for a period in excess of ten (10) days.
4. Issuance by a court of competent jurisdiction of any injunction, order, or decree preventing or restraining the use of the Airport for normal aeronautical purposes or the use of any part thereof which is necessary for Concessionaire's operations at the Airport, which injunction, order, or decree remains in force for more than ten (10) days.
5. The permanent abandonment of the Airport as an air terminal.
6. Default by Authority in performing any of the terms, covenants, or conditions to be kept and performed by Authority under the Concession Agreement, which default Authority has failed to cure within thirty (30) days following receipt of written notice of the default from Concessionaire.

Provided, however, that in those cases referred to in paragraphs (3)–(4) wherein Concessionaire's operations are materially reduced but not halted, upon written notice to Authority of such material interference and acceptance by Authority, Concessionaire may continue operating pursuant to this Agreement during the period of interference, but Concessionaire's obligation to pay the minimum guarantee shall abate as described in Section 18, above.

C. Casualty

Protection against loss of or damage to Concessionaire's equipment, vehicles, stock, tools, merchandise, or other personal property stored in or on the Concession Area or Rental Car Area caused by fire or other casualty shall not at any time be an obligation of the Authority.

D. No Commitment of Future Space

Authority has no obligation to provide the Leased Premises or any other on-Airport facilities or space to Concessionaire beyond the term of the Concession Agreement or any extensions thereof.

E. Surrender

Upon the expiration or earlier termination of the Concession Agreement and without the necessity of prior notice by Authority to Concessionaire, Concessionaire will quit and deliver up the Leased Premises to Authority peaceably, quietly, and in as good order and condition, reasonable use and wear thereof excepted, as the same now are or may hereafter be placed by Concessionaire or Authority.

All installations by Authority shall remain the property of Authority, except as otherwise provided by this Agreement. All fixtures installed by Concessionaire shall be amortized over the then-remaining term of this Agreement and become the property of Authority at the expiration or earlier termination of the Concession Agreement. Authority has no obligation to compensate Concessionaire for any installations on or improvements to the Leased Premises, including the Rental Car Service Facility, by Concessionaire.

19. DEFAULT

If Concessionaire shall be in arrears in the payment of any fees and rentals required hereunder for a period of ten (10) days, or if Concessionaire shall fail to operate its on-Airport rental car service concession as herein required, or if Concessionaire shall fail or neglect to do, perform, or observe any of the covenants contained herein on its part to be kept and performed, and if such failure or neglect shall continue for a period of not less than thirty (30) days after Authority has notified Concessionaire in writing of Concessionaire's default hereunder, and if Concessionaire has failed for reasons other than those beyond Concessionaire's control to correct such default within said thirty (30) days (provided, however, that such thirty-day notice and cure period shall not be required in the event of any default in the payment of fees or rentals), or if Concessionaire shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then Authority may, at its option:

- A. Immediately, or at any time thereafter, without further notice to Concessionaire, re-enter into or upon the Leased Premises or any part thereof and take possession of the same fully and absolutely, without such re-entry working a forfeiture of the fees and rentals due for the full term of the Concession. In the event of such re-entry, Authority may proceed for the collection of the fees and rentals to be paid under the Concession Agreement and/or for damages, and shall be entitled to recover its reasonable attorney's fees incurred in so proceeding; or
- B. Authority may, at its election, terminate the Concession Agreement upon five (5) days' written notice and re-enter the Leased Premises, and the Concessionaire covenants in case of such termination to remain responsible to Authority for all loss of fees, rentals, and expenses, including reasonable attorney's fees, which Authority has suffered or paid by reason of the termination, during the residue of the term; and/or
- C. Exercise its right to pursue any other remedies available to it at law or in equity, including injunctive relief, ejectment, or summary proceedings in unlawful detainer, and all such remedies shall be cumulative.

20. PROHIBITION OF DISCRIMINATION; DRUG-FREE WORKPLACE

A. Nondiscrimination

Concessionaire, for itself, its members, personal representatives, successors-in-interest,

and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Concessionaire will maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may from time to time be amended.

Concessionaire, for itself, its personal representatives, successors-in-interest, and assigns, and as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person, on the grounds 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, and (2) in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person, on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (3) Concessionaire will use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may from time to time be amended.

B. Civil Rights

Concessionaire covenants that it will comply with pertinent statutes, regulations, executive orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from federal assistance. This paragraph obligates Concessionaire and any assigns, sublessees, and transferees for the period during which federal assistance is extended to the Airport program, except where federal assistance is to provide, or is in the form of, personal property or real property, interest therein, or structures or improvements thereon. In such cases, this paragraph obligates Concessionaire and any assigns, sublessees, or transferees for the longer of the following periods: (a) the period during which the property is used by the Authority or any successors-in-interest for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Authority or any successors-in-interest retains ownership or possession of the property.

This paragraph and Paragraph 21(A), above, shall be binding upon Concessionaire's contractors, if any, from solicitation of bids through completion of the contract.

C. Employment Discrimination Prohibited

1. During the performance of this Agreement, Concessionaire must comply with the following, in accordance with sec. 2.2-4311 of the Virginia Code:
 - a. The Concessionaire will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or on any other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Concessionaire. The Concessionaire agrees to post in conspicuous places, available to employees

and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Concessionaire, in all solicitations or advertisements for employees placed by or on its behalf, will state that such Concessionaire is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations promulgated in accordance with applicable federal laws, rules, and regulations shall be deemed sufficient for the purpose of meeting the requirements of this paragraph.
2. The Concessionaire will include the provisions of the foregoing paragraphs 1(a), 1(b), and 1(c) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. Drug-Free Workplace

In accordance with Va. Code sec. 2.2-4312, during the performance of this Agreement, Concessionaire will be required to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Concessionaire's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations that the Concessionaire maintains a drug-free workplace; and (iv) include the provisions of the three foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a concessionaire, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.

- E. Compliance with Immigration Law- Concessionaire will be required to comply with the provisions of Virginia Code sec. 2.2-4311.1.
- F. Compliance with Corporation Laws of the Commonwealth of Virginia—Concessionaire will be required to comply with the provisions of Virginia Code sec. 2.2-4311.2

21. GENERAL PROVISIONS

A. Sublease or Assignment

Concessionaire shall not sublease, transfer, assign, or allow any other person or entity to use any part of the Leased Premises without Authority's prior written consent, such consent not to be unreasonably withheld. If approved, any sublease or other assignment shall be subject to Concessionaire's payment of all fees and rentals and performance of all covenants, conditions, and terms contained in this Agreement. The Concession Agreement shall be binding on Concessionaire and all of Concessionaire's legal representatives, successors, and assigns.

B. Attorney's Fees

In the event any action, suit, or proceeding is brought to collect all or part of the fees or rentals due or to become due hereunder, to take possession of any portion of the Concession Area, to enforce compliance with the Concession Agreement, or as a result of Concessionaire's failure to observe any of the covenants of the Concession Agreement, Concessionaire agrees to pay Authority such sum as the court, arbitrator, or other third-party neutral may adjudge reasonable attorney's fees incurred in connection therewith.

C. Waiver

No failure on the part of either party hereto to enforce any of the terms or conditions set forth in the Concession Agreement shall be construed as or deemed to be a waiver of the right to enforce such term or condition or any other term or condition of the Concession Agreement.

D. Relationship of Parties

It is understood and agreed that nothing herein contained is intended to create or establish, or shall be construed as in any way creating or establishing, the relationship of partners or co-venturers between the parties hereto, or as constituting Concessionaire as the agent, representative, or employee of Authority for any purpose or in any manner whatsoever. Concessionaire is and shall at all times remain an independent contractor with respect to all services performed under the Concession Agreement.

E. Performance Bond

At the time of the execution of this Agreement, Concessionaire shall furnish Authority with a surety bond, in the form attached to the Request for Proposals as Appendix E, in the principal sum of fifty percent (50%) of the first Contract Year's minimum guarantee (as set forth in Concessionaire's proposal), with a surety company as surety thereon qualified to do business in the Commonwealth of Virginia, acceptable and satisfactory to Airport Authority; which bond shall be conditioned to ensure faithful and full observance and performance by Concessionaire of all of the provisions, terms, conditions, covenants, and agreements set to be observed, kept, and performed by Concessionaire under the Concession Agreement.

In lieu of providing a performance bond as required above for the full term of this Agreement, Concessionaire may provide a new bond for each year of the Concession, provided the Concessionaire shall provide evidence of renewal of such bond at fifty percent (50%) of the then-current minimum annual guarantee at least sixty (60) days prior to its termination.

F. Headings

The headings in this RFP and any resulting Concession Agreement are for convenience of reference and are not intended to define or limit the scope of any provision.

G. Severability

In the event that any term, provision, or condition of a Concession Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Concession Agreement, and the application of any term, provision, or condition herein to any person or circumstance other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

H. Compliance with All Laws

Concessionaire shall comply with all applicable federal, state, and local laws, including those of Authority. Authority shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, Terminal Building, and related facilities, which rules and regulations Concessionaire agrees to observe and obey.

Concessionaire shall, for the Authority's information, deliver to the Authority promptly, within five (5) days of service or receipt, a true copy of any notice, warning, summons, or other legal process for the enforcement of any such laws, ordinances, rules, regulations, or orders.

I. Virginia Law Governs the Concession

Each Concession Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflicts of laws provisions. All litigation arising out of this procurement transaction shall be commenced and prosecuted in the Circuit Court for the County of Albemarle, Virginia.

J. Taxes and Other Charges

Concessionaire shall pay all taxes, assessments, license fees, or other charges that may be levied or assessed during the term of the Concession Agreement upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the business transacted on or from the Leased Premises, without deduction or set-off against the fees or rentals to be paid under this Agreement.

K. Entire Agreement

The parties written Concession Agreement, and all of the terms, conditions and requirements of the RFP (including any and all issued addenda, questions and answers, and all appendices thereto) shall constitute the entire agreement between the parties. No change in, modification of, or supplement to the Concession Agreement shall be valid or enforceable unless it is in writing and signed by the duly authorized representatives of Authority and Concessionaire.

L. Permits and Licenses

Concessionaire is responsible for obtaining all permits, licenses, and certificates required by any regulatory agency, whether federal, state, or local, to install and operate the on-Airport rental car service concession. Concessionaire is responsible for identifying such requirements and shall bear all costs associated therewith.

M. Ingress and Egress

Concessionaire and its customers, invitees, employees, contractors, suppliers of materials, and furnishers of service shall have the right of ingress and egress onto and between the Leased Premises and the appurtenant public ways, in common with others having similar rights.

Authority may temporarily or permanently close any roadway or other area at the Airport currently or hereafter used as such, so long as equivalent means of ingress and egress remain available to Concessionaire. Concessionaire hereby releases and discharges the Authority, and its successors and assigns, from any and all claims, demands, or causes of action arising or allegedly arising out of the closing of any street, roadway, or other area, whether on or off Airport property.

N. Minimum Hours of Operation

The service to be provided by the Concessionaire shall be made available to the patrons of the Airport seven days a week, and Concessionaire's rental counter shall be staffed with personnel sufficient to provide such service at all times during which regularly scheduled commercial aircraft arrive at the Airport, including arrivals up to two hours behind schedule.

O. Vending Machines

The installation of vending machines which dispense food, beverages, chewing gum, tobacco products, or any other merchandise is prohibited within the Concession Area. Vending machines may be placed within the Rental Car Service Facility with the prior approval of the Authority.

P. Smoking

Portions of the Leased Premises within the Terminal Building and the interior of the Rental Car Service Facility are designated as no-smoking areas, as required by ordinance of the County of Albemarle. Concessionaires shall not permit smoking in such portions of the Leased Premises or in or immediately outside of the vestibules leading into the Terminal Building's baggage claim/rental car area. In addition, Concessionaire shall advise employees that smoking is restricted to designated areas and at least fifty (50) feet away from the Rental Car Service Facility fuel farm and fueling islands, and to use ash urns for disposal of smoking materials.

Q. Subordination of Agreement

The Concession Agreement shall be subordinate to the provisions of any existing or future agreement(s) between the Authority and the Commonwealth of Virginia and/or the United States relating to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the granting of state or federal funds for Airport development.

R. Claims and Liens

Concessionaire shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen, and workmen and all claims lawfully made against it by other third persons arising out of or in connection with its operations hereunder. Concessionaire shall furthermore cause its contractors and subcontractors to pay all such claims lawfully made against them. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the Leased Premises or any improvements thereto or thereon. Concessionaire shall not permit any lien or other encumbrance of any nature, including but not limited to any mechanic's lien, to be attached to the Leased Premises or other Airport property. Should Concessionaire violate any of the provisions of this paragraph, it shall defend, indemnify, and hold Authority harmless from, and assume responsibility for, any payments, costs, and amounts (including reasonable attorney's fees) incurred by Authority to protect Airport property from such claims, liens, or encumbrances, or to remove same.

S. Equitable Terms and Conditions

Authority will not enter into an on-Airport rental car service concession agreement with any other rental car company during the term of its Concession on terms and conditions more favorable than those contained in this Agreement.

**APPENDIX J - CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY
RULES & REGULATIONS REGARDING CONDUCT & ACTIVITIES ON THE
PROPERTY OF THE CHARLOTTESVILLE ALBEMARLE AIRPORT**

**Rules & Regulations
Regarding
Conduct & Activities on the Property of
Charlottesville Albemarle Airport Authority**

Effective: December 12, 2018
Adopted By Ordinance 2018-1

**Charlottesville Albemarle Airport Authority
100 Bowen Loop, Suite 200
Charlottesville, Virginia 22911**

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SECTION 1 - DEFINITIONS

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

- A. "Air Operations Area" (AOA) shall mean any area of the Airport used or intended to be used for landing, takeoff or the surface maneuvering of aircraft.
- B. "Airport" shall mean Charlottesville-Albemarle Airport, Charlottesville, Virginia.
- C. "Apron or Ramp" shall mean those areas of the Airport within the AOA designated for the loading, unloading, servicing, or parking of aircraft.
- D. "Authorized Representative of the Executive Director" shall mean the Executive Director or his/her representative.
- E. "Authority" shall mean the Charlottesville-Albemarle Airport Authority.
- F. "Authority Board" shall mean the ruling body of the Charlottesville-Albemarle Airport Authority as established in Chapter 390 of the Virginia Acts of Assembly of 1984.
- G. "Commercial Activity" shall mean the exchange, trading, buying, hiring or selling of commodities, goods, services or property of any kind, or any revenue producing activity on the Charlottesville-Albemarle Airport.
- H. "Commercial Vehicle" shall mean any vehicle other than a private vehicle, as defined herein below.
- I. "Control Tower" shall mean the Air Traffic Control Facility located at the Airport, and operated as a Federal Contract Tower.
- J. "Curbside" shall mean the inner curb immediately adjacent to the east face of the Air Carrier Terminal.
- K. "Executive Director" shall mean the Executive Director employed by the Authority who is charged to take all actions necessary and expedient to enforce the Authority's Rules and Regulations.
- L. "Fixed Base Operator" (FBO) shall mean a third-party provider which has entered into an agreement with the Authority for the rights and responsibilities of providing fuel and aviation related services to the general aviation and commercial airlines operating at the Airport.
- M. "Gross Weight" shall mean the maximum allowable gross landing weight of aircraft as determined by the Federal Aviation Administration or other governmental agency having jurisdiction.
- N. "Landside Building" shall mean the air carrier passenger terminal building housing passenger ticketing, baggage claim, and other related activities.
- O. "Motor Vehicle" shall mean a vehicle that is self-propelled or designed for self-propulsion, including, without limitation, any vehicle fitting the definition of "*motor vehicle*" set forth within Title 46.2 of the Code of Virginia. This term does not include motorized wheelchairs.
- P. "Non-Commercial Activity" shall mean activities undertaken not for profit but for philanthropic,

religious, charitable, benevolent, humane, public interest or similar purposes.

- Q. "Park" shall mean to stop or leave standing, in any location, any motor vehicle, vehicle or aircraft, regardless of whether the operator thereof leaves or remains in such motor vehicle, vehicle or aircraft, and regardless of whether the motor vehicle's, vehicle's, or aircraft's engine is running or is turned off, under circumstances where such stopping or standing is not required by traffic controls or conditions beyond the control of the operator.
- R. "Passenger Terminal Complex" shall mean the passenger terminal facility, the surface parking facilities, and all roadways associated therewith.
- S. "Person" shall mean any individual, firm, partnership, corporation, company, limited liability company, association, cooperative, trust, joint venture, joint stock association, or any other legal or commercial entity, and any government, political subdivision or body politic; and includes any trustee, receiver, committee, assignee or other representative or employee thereof.
- T. "Potomac consolidated TRACON (PCT)" shall mean the Federal Aviation Administration Air Traffic Control Tower located in Vint Hill Farm Station, Warrenton, Virginia which provides IFR flight clearances to aircraft at the Charlottesville-Albemarle Airport during non-operational hours of the Control Tower (presently 2300-0600 local).
- U. "Private Vehicle" shall mean a vehicle transporting persons or property, under circumstances where no charge for such transportation is paid, directly or indirectly, by the passenger or by any other person.
- V. "Public Parking Facilities" shall mean all parking provided for the public at the Airport.
- W. "Ramp", see Apron.
- X. "Restricted Area" shall mean any area of the Airport posted to prohibit entry or to limit entry or access to specific authorized persons.
- Y. "SIDA" shall mean "Security Identification Display Area"
- Z. The word "Shall" is always mandatory and not merely Directory.
- AA. "Solicitation" or "Solicit" shall mean to directly or indirectly, actively or passively, openly or subtly, ask (or endeavor to obtain by asking), request, implore, plead for, importune, or seek to try to obtain.
- BB. "Transient Aircraft" shall mean an aircraft not using the Airport as its permanent base of operations.
- CC. "Vehicle" shall mean a device in, upon or by which any person or property is or may be transported, propelled, moved, or drawn, including motorized wheelchairs, and devices moved by human or animal power, except aircraft or devices moved exclusively upon stationary rails or tracks and including, without limitation, any "vehicle" as the term is defined within Title 46.2 of the Code of Virginia.

1.02 Words relating to aeronautical practices, processes, and equipment shall be construed according to their general usage in the aviation industry. The following shall define terms/procedures associated with Airport security/safety.

- A. Airport Security Coordinator (ASC) is a designee of the Authorized Representative of the Executive Director who is certified as and serves as the main contact person and is in charge of security related activities and related communications with the Transportation Security Administration pursuant to 49 CFR 1542.
- B. "Challenge Procedure" shall mean the Authority's approved process by which individuals with unescorted access to the SIDA (or other areas controlled for security purposes) contact, approach, or point out to appropriate authorities, individuals or vehicles present in those areas but not displaying appropriate Authority approved identification media.
- C. "Escorted Access" shall mean authorization to be in the SIDA only when properly accompanied by an escort in accordance with the Airport Security program.
- D. "Unescorted Access" shall mean authorization to be in the SIDA, or other area controlled for security purposes, without the Authority's required escort.
- E. "Airport Approved ID" shall mean the type of ID media approved by the Authority (including Airport issued ID) and cited in the security program.
- F. "Airport Issued ID" refers only to ID media issued by the Authority.
- G. "Aircraft Rescue & Firefighting" (ARFF) shall mean fire and rescue services located at the Airport.
- H. "Public Safety Officer" (PSO) shall mean officers employed by the Authority having responsibility for ARFF and Law Enforcement on the Airport.
- I. "PSO Duty Officer" shall mean the officer that is on duty and who is responsible for the ARFF and Law Enforcement activities during his/her shift.
- J. Transportation Security Administration (TSA) shall mean the federal governing agency responsible for airport and airline security.

SECTION 2 - GENERAL REGULATIONS

2.01 COMPLIANCE WITH RULES AND REGULATIONS

- A. Any permission granted by the Authority, directly or indirectly, expressly, or by implication or otherwise, to any person to enter or to use the Airport or any part thereof, is conditioned upon strict compliance with these Rules and Regulations of the Authority.
- B. Any permission granted by the Authorized Representative of the Executive Director under these Rules and Regulations is conditioned upon the payment of any and all applicable fees and charges established

by the Authority.

2.02 COMMERCIAL ACTIVITY

No person shall occupy or rent space and no person shall provide any aeronautical service to the public, carry on any business, commercial enterprise, or activity, or engage in any other form of revenue producing activity on the Airport without first obtaining a written contract, permit, or other form of written authorization thereof from the Authorized Representative of the Executive Director .

2.03 ADVERTISING AND DISPLAY

No person shall post, distribute, or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of printed or written material without prior written permission from Authorized Representative of the Executive Director; or, in the case of the general aviation grounds and facilities without prior written permission from the FBO or its designated representative.

2.04 COMMERCIAL PHOTOGRAPHY

No person shall take still, motion, or sound motion records or recordings of voices on the Airport for commercial purposes without written permission from and in a matter authorized by the Authorized Representative of the Executive Director, provided however that this regulation does not apply to *bona fide* coverage by the news media conducting their business in authorized areas and in accordance with the standard operating procedures and Directives of the Executive Director.

2.05 SOLICITATION

No person shall solicit fares, alms, or funds for any purpose or conduct any poll on the Airport without first obtaining written permission from the Authorized Representative of the Executive Director (see Section 4 below).

2.06 RESTRICTED AREAS AND AIR OPERATIONS AREAS

Except as otherwise provided herein, no person may, without the prior written authorization of the Authorized Representative of the Executive Director, enter the Air Operations Area (AOA) or any Restricted Area on the Airport except:

- A. Persons assigned to duty thereon and entering in accordance with security clearance pursuant to the security program established or authorized by the Executive Director.
- B. Passengers who, under appropriate supervision, enter upon the aircraft apron for the purpose of enplaning or deplaning an aircraft.

2.07 AIRPORT SECURITY

The Transportation Security Administration (TSA) having determined that employees of the Airport, Airport tenants, and contractors, including air carriers having access to the restricted areas of the Airport are in positions

where their actions could have critical impact on the safety and security on the Airport's Security Identification Display Area (SIDA), the following standards are hereby adopted:

A. All operators, their employees and clients with unescorted access to any area on the SIDA/AOA shall be required to display an identification badge on their person at all times while on the SIDA/AOA. Badges shall be issued by the Authorized Representative of the Executive Director to gain access on the SIDA/AOA. Issuance of a badge by an employer or other authorizing person shall constitute a representation by the employer or person authorizing access that the employee or client requiring unescorted access is authorized to be on the SIDA/AOA. Additionally, the employer is responsible for conducting a background check on any person hired subsequent to November 1, 1985. The background check shall include, at a minimum, references and prior employment histories to the extent necessary to verify representations made by the employee relating to employment in the preceding five years. Employer shall complete the approved form issued by the Authority for employee background information.

B. The Authority has adopted a color-coded system for the issuance of badges as follows:

- **Blue:** Unescorted access to the SIDA Area
- **Yellow:** General Aviation Ramp Only (AOA)
- **Green:** Contractors Only (valid in assigned working areas only)
- **Clear:** General I.D. Only (no sector access)
- **Red:** Emergency Services

C. As requested by the Authority, any person or entity using the Airport shall be required to make periodic representations and no less frequently than annually to the Authority that they are in compliance with this section. If at any time an employee no longer meets the requirements to maintain a badge, the employer is required to notify the Authority immediately.

D. Any person causing a violation of the Airport Security Program adopted pursuant to 49 CFR 1542, for which TSA fines the Authority, shall reimburse the Authority the amount of the civil penalty.

2.08 PICKETING, MARCHING AND DEMONSTRATION

No person shall walk in a picket line as a picket or take part in a labor or other form of demonstration including, but not limited to parades, marches, patrols, sit-ins, and public assemblies on any part of the Airport, except in or at the place specifically assigned through prior arrangements by the Authorized Representative of the Executive Director for such picketing or other permitted demonstration, and any such picketing or demonstration shall be conducted:

- A. In a peaceful and orderly manner contemplated by law, without physical harm, molestation, threat, or harassment of persons, obscenities, violence, breach of the peace or other unlawful conduct.
- B. Without obstructing the use of the Airport by others and without hindrance to or interference with the proper, safe, orderly, and efficient operation of the Airport and the activities conducted thereupon.
- C. In strict accordance with the Airport Rules and Regulations and pursuant to directions and conditions outlined in writing by the Authority on each instance.

2.09 OPERATING PROCEDURES, EMERGENCY PROCEDURES AND DIRECTIVES

Written operating procedures and directives issued by the Authorized Representative of the Executive Director from time to time shall be considered as addenda to and have the full force and effect as these Rules and Regulations.

- A. When an emergency exists at the Airport, the Authorized Representative of the Executive Director or authorized representative shall be empowered to take that action which within his/ her discretion and judgment is necessary or desirable to protect the health, welfare and safety of persons and property and to facilitate the operation of the Airport.
- B. During such an emergency the Authorized Representative of the Executive Director or authorized representative may suspend these Rules and Regulations, or any part thereof, at his/her discretion and judgment and he/she may in addition issue such oral orders, rules and regulations as may be necessary. When the emergency is over the Authorized Representative of the Executive Director or authorized representative shall make declaration ending application of oral rules etc. and putting these Rules and Regulations back into effect.
- C. The Authorized Representative of the Executive Director or authorized representative shall at all times have authority to take such reasonable action as may be necessary for the proper handling of the conduct and management of the public in attendance at the Airport.

2.10 OTHER LAWS

All applicable provisions of the Statutes and Regulations of the United States and the Commonwealth of Virginia, and all applicable ordinances of the County of Albemarle now in existence or hereinafter promulgated, are hereby adopted by reference as part of the Rules and Regulations of the Airport.

SECTION 3 - PERSONAL CONDUCT

3.01 COMPLIANCE WITH SIGNS

The public shall observe and obey all posted signs, fences, and barricades prohibiting entry upon an Airport Operations Area (AOA), or Restricted Areas or governing the activities and demeanor of the public while on the Airport.

3.02 USE AND ENJOYMENT OF AIRPORT PREMISES

- A. No person(s) singly or in association with others shall by his/their conduct, or by congregating with others, prevent any other person or persons lawfully entitled thereto from the use and enjoyment of the Airport and its facilities or any part thereof, or prevent any other person or persons lawfully entitled thereto from moving from place to place, or through entrances, exits or passageways on the Airport.
- B. It shall be unlawful for any person to remain in or on any public area, place or facility at the Airport, in such a manner as to hinder or impede the orderly passage in or through or the normal or customary use

of such area, place or facility, by persons or vehicles entitled to such passage or use.

3.03 ENVIRONMENTAL POLLUTION AND SANITATION

To the maximum extent possible, each person while on Airport property shall conduct his/her activities thereon in such a manner as not to cause littering or any other form of environmental pollution.

- A. No person shall dispose of garbage, papers, refuse, or other forms of trash, including cigarettes, cigars and matches, except in receptacles provided for such purpose.
- B. No person shall dispose of any fill or building materials or any other discarded or waste materials on Airport property except as approved in writing by the Authorized Representative of the Executive Director, and no liquids shall be placed in storm drains or system or which result in water pollution upon having passed through such drain or system.
- C. No person shall use a comfort station, toilet or lavatory facility at the Airport other than in a clean and sanitary manner.
- D. Any solid or liquid material which may be spilled at the Airport shall be reported to the Public Safety Office immediately and in no case shall any refuse be burned at the Airport except as specifically authorized by the Authorized Representative of the Executive Director .
- E. No person shall cause any smoke, dust, fumes, gaseous matter or any other matter to be emitted into the atmosphere or carried by the atmosphere except normal emissions from internal combustion engines or jet engines or smoke from cigarettes, cigars, or pipes.
- F. Except for flushable waste generated and disposed of in Airport lavatories, biohazard waste (example: vomit bags, used needles or sharp objects, or any other object contaminated by exposure to bodily fluids) shall be placed in a marked "Biohazard" bag and shall be properly disposed. Needles and other sharp objects shall be capped or contained before being placed in a biohazard bag.

3.04 ANIMALS

A. GENERAL REGULATIONS

- 1. No person shall enter any part of the Airport premises with a domestic animal unless such animal is kept restrained by a leash or is confined in such manner as to be completely under control; and unless a service animal used to guide or assist persons with disabilities. No animal may reside or be kept at the Airport.
- 2. No person shall permit any wild animal under his control or custody to enter the Airport.
- 2. No person without a valid airport and state permit shall hunt, pursue, trap, catch, injure or kill any animal on the Airport.
- 3. No person shall feed or perform any other act to encourage the congregation of birds or other animals

on the Airport.

4. No person shall ride horseback on Airport property without prior authorization of the Authorized Representative of the Executive Director.

B. TERMINAL REGULATIONS

1. No person shall enter the Terminal Building with a domestic animal, unless such animal is to be or has been transported by air is kept restrained by a leash or otherwise confined so as to be completely under control (a) assist animal (b) guard and search dog under the control of authorized handlers and present at the Airport as authorized and approved by the Authorized Representative of the Executive Director.
2. No person shall permit, either willfully or through failure to exercise due care or control, any animal to urinate or defecate upon the sidewalks of the Airport or upon the floor or carpet of the Landside Terminal or any other building used in common by the public.

3.05 FIREARMS AND WEAPONS

No person, except Law Enforcement personnel, may carry or transport any firearm or weapon on the Airport except when such firearm or weapon is properly encased for shipment and not in the person's manual possession.

The Authority reserves the right to restrict the carrying of firearms and weapons by Law Enforcement personnel on the Airport.

- A. For the purpose of this section, a firearm means any weapon or device, including a starter gun, flare gun or the like, which will, or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any matching gun. The term "firearm" shall not include any non-functioning antique firearm.
- B. For the purpose of this section, a weapon means any dirk, metallic knuckles, "slingshot", billy, tear-gas gun, chemical gun or device, or any other device the principal function of which is to inflict bodily harm or severe discomfort.
- C. No person shall discharge any firearm or weapon on the Airport except in the performance of official duties requiring the discharge thereof.
- D. No person shall furnish, give, sell or trade any firearm or weapon on the Airport without prior written authorization from the Authorized Representative of the Executive Director.
- E. The carrying of a firearm or weapon at any building must be in conformity with all applicable governmental laws and regulations.

3.06 PRESERVATION OF PROPERTY

No person may destroy, injure, deface or disturb any building, sign, equipment, other structure, tree, flower, lawn, or other property on the Airport.

- A. No person shall travel upon the Airport other than on roads, walks, or other rights-of-way provided for such specific purpose.
- B. No person shall alter, add to, or erect any building on the Airport or make any excavation on the Airport without prior written approval of the Authorized Representative of the Executive Director.
- C. Any person causing or being responsible for such injury, destruction, damage or disturbance shall report such damage to the PSO Duty Officer and is liable for the full amount of the damage.

3.07 LOST AND FOUND AND ABANDONED PROPERTY

- A. Any person finding lost articles in the public areas at the Airport shall contact the PSO Duty Officer. Nothing in this paragraph shall be construed to deny the right of scheduled air carriers or other Airport tenants to maintain "lost and found" services for property of their patrons, invitees or employees.
- B. No person shall willfully abandon any personal property on the Airport. Vehicles may not be stored on the Airport, other than vehicles properly parked in parking lots while the driver is utilizing airport services.
- C. Any luggage or personal property left unattended will be removed by a PSO Duty Officer and if unclaimed for a period of ten (10) days, may be destroyed or disposed of in accordance with department procedures.

SECTION 4 - FIRST AMENDMENT SOLICITATION

4.01 PERMITTED PROCESS AND PROCEDURE

- A. Any person or organization desiring to engage in non-commercial speech, on Airport premises, which speech would be protected under the First Amendment to the United States Constitution, shall be protected in such speech, provided that it will not result in interference with the constitutional rights of others, will not interfere with the operations and functioning of the Airport, and are conducted pursuant to the following procedures.
- B. Any person or organization desiring to distribute literature, seek contributions or otherwise communicate with members of the public at the Airport, in the exercise of the First Amendment rights, shall first obtain a written permit from the Authorized Representative of the Executive Director. For purposes of obtaining such permit there shall be submitted to the Authorized Representative of the Executive Director a written request on an application form setting forth the following:
 - 1. The full name, mailing address (other than a post office box number) and telephone number of the person or organization sponsoring, promoting, or conducting the proposed activities;
 - 2. The full name, mailing address (other than a post office box number) and telephone number of the

individual person or persons who will have supervision of and responsibility for the proposed activities;

3. A description of the proposed activities, indicating the type of communication to be involved, including whether solicitations of donations will be conducted;
 4. The dates and hours on and during which the activities are proposed to be carried out, and the expected duration of the proposed activities;
 5. The number of persons to be engaged in said activities at the Airport at any given time;
 6. A certification that the proposed communications are not obscene, defamatory, or otherwise prohibited by law;
 7. If donations are to be solicited, a statement signed by the applicant that the applicant represents and will be soliciting donations for the sole benefit of the following, and that the funds will be used for non-commercial charitable use:
 - a. A religion or religious group
 - b. A political organization
 - c. Other non-profit group or organization
 8. Each applicant shall include with the application one of the following:
 - a. A copy of an official Internal Revenue Service (IRS) ruling or letter of determination stating that the applicant's organization or its parent organization qualified for tax-exempt status under 26 U.S.C. sub-paragraph 501 §(3), §(4), or § (5). (This requirement will be deemed satisfied if the organization is listed in the current edition of or amendment to IRS publication 78, cumulative list of Organizations); or
 - b. A statement signed by the applicant that the applicant's organization has applied to the IRS for a determination of tax-exempt status under 26 U.S.C. sub-paragraph 501 §(3), §(4), or §(5)j, and the IRS has not yet issued a final administrative ruling or determination on such status.
- C. Any organization or person desiring to obtain a permit for any activities referred to herein shall sign an indemnification and hold harmless agreement, indemnifying the Airport, appointed officers, agents, and employees against any claim that might be made against any of the foregoing by reason of activities conducted by the permittee or its agents at the Airport. This agreement must be included with the application.
- D. The Permit granting or amending such request shall be issued with reasonable promptness following receipt of the application by the Authorized Representative of the Executive Director, or the applicant shall be furnished with a written statement indicating why the issuance of the permit will be delayed or why a permit will be denied. In no event shall the granting or denial of the permit exceed fifteen business (15) days from the date the application is received by the Authorized Representative of the

Executive Director.

- E. Should any applicant be denied a permit, such action shall be subject to review by the Authority. Any applicant desiring such review shall make a written request to the Authority within ten (10) days from the date written notice of denial of the permit is sent to the applicant. When such review shall be requested, the same shall be held at the next meeting of the Authority Board provided that the request for review is received at least five (5) days prior to such meeting. The Authority shall mail to the applicant, at the address on the application, written notice of the time and place at which the review will be held, and such notice shall be mailed at least five (5) days in advance of the review date. At the review the applicant may appear, may be represented by counsel, may cross-examine and may present evidence. Upon completion of the review, the Authority Board shall affirm or reverse the action of the Executive Director, and shall give prompt written notice of the affirmance or reversal to the applicant. Any determination of the Authority Board adverse to the applicant shall be subject to appeal in accordance with the laws of the Commonwealth of Virginia.
- F. The activities referred to herein shall be conducted strictly in conformity with the terms and conditions set forth in the permit issued by the Authorized Representative of the Executive Director. The Authorized Representative of the Executive Director may cancel or suspend the permit, without prior notice, due to an emergency, overcrowded conditions, or for security reasons. Each permit issued by the Authorized Representative of the Executive Director shall specify the area or areas in which the applicant's proposed activities may be conducted.
 - a. Permits will be granted on a "first come, first served" basis. Permits are not transferable except among individuals who have completed and submitted applications for the same permit.
 - b. In the event that one individual or entity has a demonstrated need for only a part of the area described in the permit, the Authority reserves the right to grant others use of unused space.
 - c. When there are requests for space at the same time by more persons or organizations than the available areas will reasonably accommodate, the Authorized Representative of the Executive Director shall maintain a waiting list and upon availability, notify the next individual or organization of its turn to utilize the area. Upon expiration of a permit, the individual or organization may request to be placed on the waiting list again, or may re-apply for a permit if there is no waiting list. No individual or organization may sign up for more than one 30 day period at a time.
- G. Each permit shall be issued for a period not to exceed thirty (30) consecutive days. Permits shall not be extended or renewed. A new permit may be issued to the former permit holder upon submission of a new application. In such a case, applicants may be permitted to incorporate by reference any required documentation filed with a previous application, so long as the previous documentation has not expired and it is not older than twelve months.
- H. Any organization or person, who is issued a permit as provided for herein, shall also be issued pre-numbered identification badges by the Authority for the number of persons to be engaged in said activities at the Airport. The person or persons who will have supervision and responsibility for the proposed activities shall be responsible for the badges and shall issue one badge to each person engaged in said activities, and shall maintain a record showing the name and address of each person issued a badge. This record shall be available to the Authorized Representative of the Executive Director, or any

Airport Public Safety Officer, upon request at any time during the permit period. Each badge shall display a badge number and the name of the person or organization to which the permit was issued. Each person engaged in said activities shall wear the badge on the upper and outer clothing in a manner clearly visible to the public during all times he is engaging in said activities. No other badges will be allowed. Prior to the issuance of any badges, the permittee shall pay the Authority the sum of \$10.00 per badge. All badges must be returned at the termination of each permit.

4.02 AREAS

The Authorized Representative of the Executive Director will review from time to time the Passenger Terminal building and associated landside area at the Airport to determine the area(s) which will provide a reasonable opportunity for the exercise of the rights afforded by the First Amendment; and at the same time protect the other users of the Airport from undue harassment in connection with their constitutional rights as well as insure the safe, efficient and orderly flow of pedestrian traffic throughout the Airport so that it can be used for the purposes intended and in accordance with its design. The area will be designated on the permit. Such area or areas will be subject to change upon written notice to the applicant, when in the judgment of the Authorized Representative of the Executive Director such change is necessary to the safe or efficient operation of the primary function of the Airport.

4.03 PROHIBITED CONDUCT

A. No person or organization shall:

1. In any way obstruct, delay or interfere with the free movements of any other person; pin, tie or attach any flower or other symbol, insignia, article or object to the clothing, luggage, or vehicle of any person without their consent; assault or commit battery on any other person; touch any person without their consent; or obstruct and interfere with the conduct or authorized business of the Airport.
2. Use of any musical instrument, noise-making device, sound or voice amplifying apparatus, engage in any singing or chanting, or do anything which will reduce the efficiency of or interfere with the business functions of the Airport without first obtaining approval from the Authorized Representative of the Executive Director, which activity may be restricted to a location and time and manner.
3. Place a table, bench, chair, sign or other structure on Authority property.
4. Sell any article.
5. Engage in any solicitation(s) not authorized by a valid permit issued by the Authority.
6. Violate any of the provisions of these rules and regulations.
7. Distribute literature or solicit funds at the Airport without having first complied with the provisions of these rules and regulations relative to obtaining the required permit.
8. Distribute literature or solicit funds at the Airport after the required permit therefore shall have been

terminated.

9. Attempt to exercise the privileges under the permit in the following areas of the Airport:

Any area not designated on the permit; leased space in the Air Carrier Passenger Terminal Building at the Airport; any areas reserved for particular uses, such as parking areas, restroom facilities, and general circulation areas and circulation space for ticket counters and baggage claim areas; within 25 feet of a doorway or entranceway; any area reserved for embarking or disembarking of motor vehicle passengers; or any area within 50 feet of any security checkpoint; or any protected security area.

4.04 TERMINATION OF PERMIT

Any violations of the provisions of this policy or of the certifications made in an application for a permit by any person or organization shall cause the termination of any permit under which they are operating. In addition, a permit may be revoked for any reason for which it could be denied. Upon termination or revocation, the person or organization shall not be eligible to receive a new permit for a period of six (6) months. In the event of such termination or revocation, the Authorized Representative of the Executive Director shall give notice thereof to the holder of the permit, orally or in writing, at the choice of the Authorized Representative of the Executive Director. Upon termination or revocation, the permit holder and all persons present on behalf of the permit holder shall vacate the premises immediately. Any person or organization whose permit shall thus be terminated or revoked may request a hearing thereon before the Authority Board, provided that such request shall be made in writing and shall be filed with the Authority Board within ten (10) calendar days of the sending of the notice of termination. When such hearing shall be requested, the same shall be held at the next meeting of the Authority Board, provided that the request for hearing is received at least five (5) days prior to such meeting. The Authority Board shall mail to the party who requested the hearing, at the time and place where the hearing will be held; and such notice shall be mailed at least five (5) days in advance of the hearing. At the hearing, the party requesting the hearing may appear, may be represented by counsel, may cross-examine and may present evidence. Upon completion of the hearing, the Authority Board shall affirm, revoke or modify the termination, and shall give prompt written notice of its action to the party requesting the hearing. Any determination of the Authority Board adverse to the holder of the permit shall be subject to appeal in accordance with the laws of the Commonwealth of Virginia.

4.05 SEVERABILITY

The provisions of this Section shall be severable, and if any of the provisions hereof shall be held to be unconstitutional or invalid, such determinations shall not affect the constitutionality or validity of any of the remaining provisions of this section. It is hereby declared as the Authority's intent that this Section would have been adopted had such unconstitutional or invalid provision or provisions had not been included herein.

4.06 STANDARDS TO GOVERN DENIAL OF A PERMIT

A permit may be denied, orally or in writing, by the Authorized Representative of the Executive Director, upon the following grounds:

- A. Receipt of Multiple Requests: A fully executed prior application for the same time and place has been

received, and a permit has been or will be granted authorizing activities which do not reasonably permit multiple occupancy of the particular area. Under these circumstances an alternate time will be proposed by the Authorized Representative of the Executive Director to the applicant, if a suitable alternative time is available; or the applicant may be placed on a waiting list for the next available time.

- B. Dangerous Activity or Location: It reasonably appears that the proposed activity will present a danger to public safety, or health, or convenience of Airport users, or will unduly interfere with normal Airport operations and functioning.
- C. Incompatible Use: The proposed activity is of such a nature or duration that it cannot reasonably be accommodated in the particular area applied for; would be inconsistent or incompatible with the purpose(s) for which the area sought to be reserved is normally reserved, or with other uses of the Airport.
- D. Failure to Meet Conditions: The application proposes activities contrary to the limitations and conditions specified in these regulations, or contrary to any applicable law, or application is incomplete.
- E. No Responsible Person or Entity: There is no person or entity authorized to sign an application on behalf of a group applying for a permit and/or there is no person or legal entity willing to accept responsibility for the group's adherence to the limitations and conditions of a permit.

SECTION 5 - FIRE AND SAFETY

5.01 GENERAL

- A. All persons using the Airport or the facilities of the Authority shall exercise the utmost care to guard against fire and injury to persons or property.
- B. All applicable codes, standards and recommended practices of the Federal Aviation Administration, National Fire Protection Association (NFPA), and County of Albemarle Building Code (BOCA) now in existence or hereafter promulgated are hereby adopted by reference as part of the Rules and Regulations of the Authority.
- C. The Authority does not allow the use of hotplates, stoves, toaster ovens, grills, or camping cooking devices without prior approval from an Authorized Representative of the Executive Director. Live Christmas trees are not allowed inside the airport terminal or other Authority-owned buildings. Devices allowed in leasehold areas include coffee makers and microwaves.

5.02 FUELING OPERATIONS

- A. An aircraft that is actively being fueled or defueled while one or more of its engines are running or it is being warmed by external heat are subject to the following restrictions:
 - 1. An aircraft that is actively being fueled shall not start, attempt to restart and/or shut down its on-board auxiliary power unit until fueling operations are completed.

EXCEPTION: In an emergency situation whereby the on-board auxiliary power unit is inoperative, and in the absence of suitable ground support equipment, a jet engine mounted on the rear of the aircraft or on the wing opposite from the fueling location may be operated provided:

- 1. The operation follows procedures published by the aircraft operator to assure safety of the operation.
 - 2. Prior approval is obtained from the PSO Duty Officer.
 - 3. An Airport ARFF crew is positioned on standby watch at the aircraft involved.
- B. No aircraft shall be fueled or defueled while inside any building or structure.
- C. Fuel trucks, whether loaded or empty, shall never enter hangars nor shall they be parked within a distance of 50 feet of hangars, paint and dope shops, fuel storage systems, or other critical installations.
- D. No fuel, grease, oil, dopes, paints, solvents, acid, flammable liquids or contaminants of any kind shall be allowed to flow into or be placed in any Authority sanitary or storm drain system.
- E. Any person, including the owner or operators of aircraft, causing overflowing or spilling of fuel, oil, grease or other contaminants anywhere on the Airport shall notify the PSO Duty Officer immediately. The spillage will be cleaned by the Authority at the responsible party's expense.

- F. Where the presence of spilled fuel, aircraft fuel delivery devices and other vehicles shall not be moved or operated in the vicinity of the spill until the spillage is dispersed or removed. ARFF personnel shall be promptly posted.
- G. No aircraft shall be fueled or defueled while passengers are on board unless the aircraft operator complies with the procedures outlined in Chapter 5.11 of NFPA 407 2012 Edition or most recent addition of NFPA 407 as related to “Aircraft Occupancy During Fuel Servicing Operation”.
- H. Prior to the fueling and defueling of aircraft, the aircraft and the transfer fuel apparatus shall be adequately bonded as required by the current edition of NFPA 407.
- I. Each hose, funnel, or apparatus used in fueling or defueling aircraft shall be maintained in good condition and must be properly grounded to prevent ignition of volatile liquids.
- J. No fueler shall back up unless a person is posted at the rear of the vehicle to guide the driver. If there is no person to assist spotting the fueler, the driver shall conduct a walk around of the fueler prior to any movement.
- K. If a fire occurs in the fuel delivery device while servicing an aircraft, the Control Tower shall be notified immediately, fueling shall be discontinued immediately, and all emergency valves and covers shall be shut down at once and then the operator shall also notify the PSO Duty Officer immediately.
- L. No vehicle designed for or employed in the transportation of fuel shall be operated on a runway or taxiway at any time without prior permission from the Authorized Representative of the Executive Director. No fuel vehicle shall operate on a taxiway without first receiving clearance from the Control Tower via two-way radio during the hours of operation of the Control Tower.
- M. No person shall engage in aircraft fueling or defueling operations without adequate fire extinguishing equipment readily accessible at the point of fueling.
- N. Parking areas for fuel tenders shall be arranged to:
 - 1. Facilitate dispersal of the vehicles in the event of emergency.
 - 2. Provide at least 10 feet of clear space between parked vehicles for accessibility for fire control purposes.
 - 3. Prevent any leakage from drainage to an adjacent building.
 - 4. Minimize exposure to damage from out-of-control aircraft.
 - 5. Provide at least 25 feet distance from the aircraft fuel system vents or fuel tank openings and any Airport terminal building, aircraft cargo building, or other Airport structure housing the public which has windows or doors in the exposed walls or enclosed passenger concourse other than a loading walkway. Aircraft being fueled shall not be positioned so that the vent or tank openings are within 50 feet of any combustion and ventilation air-intake to any boiler, heater, or incinerator room.

- O. No person shall start the engine of an aircraft on the Airport if there is any gasoline or other volatile fluid on the ground within the vicinity of the aircraft.
- P. No person shall operate a radio transmitter or receiver, or switch electrical appliances on or off, in an aircraft while it is being fueled or defueled.
- Q. No person other than members of the Department of Public Safety, persons engaged in the fueling or servicing of aircraft and the operator of that aircraft shall be permitted within 25 feet of such aircraft during fueling.
- R. Fueling or defueling operations shall not be conducted during periods of intense thunderstorm activity on the Airport.
- S. Aircraft fuel servicing personnel shall not carry lighters or matches in their possession while performing servicing operations.
- T. Positioning of aircraft fuel-servicing vehicles shall be arranged as follows:
 - 1. Aircraft fuel-servicing vehicles shall be positioned so that they can be moved promptly after all aircraft fuel hoses have been disconnected and stowed.
 - 2. The propulsion or pumping engine of aircraft fuel-servicing vehicles shall not be positioned under the wing of the aircraft during over wing fueling or where aircraft fuel system vents are located on the upper wing surface. Aircraft fuel-servicing vehicles shall not be positioned within a 10-foot (3m) radius of aircraft fuel system vent openings.
 - 3. Parking brakes shall be set on fuel servicing vehicles before operators leave the vehicle cab. Once out of the cab, the driver shall chock at least one set of rear wheels before fueling operations.
 - 4. Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than 25 feet (7.6M) to the terminal building, hangar, service building, or enclosed passenger concourse other than a loading walkway. Aircraft being fueled shall not be positioned so that the vent or tank openings are within 50 feet (15m) of any combustion and ventilation air-intake to any boiler, heater or incinerator room.

5.03 AIRCRAFT OWNER SELF-FUELING

The purpose of this section is to establish guidelines and procedures for those aircraft owners desiring to fuel their own aircraft at the Airport. This policy is intended for those aircraft owners who have obtained a supplemental type certificate (STC) authorizing the use of automotive gasoline (“mogas”) in their aircraft or an aircraft owner who wishes to fuel his own aircraft with AVGAS from small containers (**low-volume refueling operation**) and those companies who wish to self-fuel their owned fleet of aircraft using a fuel truck (**high-volume refueling operation**).

Those aircraft owners registered and permitted by the Authority to provide self-fueling of their aircraft shall conform at all times with all applicable federal, state, and local rules and regulations pertaining to the handling

and use of fuel on Airports.

A. PERMIT

Aircraft owners desiring to engage in owner self-fueling shall obtain from the Authority's Public Safety Office a permit authorizing such activity prior to conducting self-refueling operations. To obtain a permit, the aircraft owner shall present to the Public Safety Office the following:

1. Aircraft owner's name, address and telephone number.
2. Type of aircraft(s) owned and registration number(s).
3. Proof of liability insurance coverage on the aircraft.
4. Proof of STC if "mogas" (motor gasoline) is to be used.
5. A demonstration of knowledge and physical capability to conduct over-the-wing refueling operations as well as use of a 20 BC dry powder or CO2 portable fire extinguisher.
6. If low-volume fueling, the type of refueling equipment to be used by the aircraft owner and the approval of this equipment by the Albemarle County Fire Prevention Office.
7. If high-volume fueling
 - a. The type of refueling truck (refueler), size and weight.
 - b. An indication whether the fuel truck is approved for over-the-road use, if so, license and insurance information.
 - c. Proof of ownership of the refueler.
 - d. Proof that the refueler and its systems are maintained and operated in accordance with Environmental Protection Agency (EPA), Federal, State, and local codes covering fuel dispensing on airports, and NFPA 407 (latest edition). The applicable sections of FAA Advisory Circular 150/5230-4 (with revisions) shall also be followed. The person performing the refueling operation shall meet the applicable requirements FAR Part 139.321.
 - e. Refuelers shall not be stored or parked on Authority property unless aircraft owner has a leasehold with the Authority and has written permission from the Authority and has provided certification that all NFPA and EPA storage regulations have been met. If the Authority has not granted the aircraft owner a leasehold, then, refuelers shall be parked or positioned on Authority property only when actually dispensing fuel to the owner's aircraft. Once fuel dispensing is complete, refuelers shall be immediately removed from Authority property.
 - f. Refuelers shall use only the entrance, exit, and route designated by the Authorized Representative of the Executive Director during the transportation of fuel onto and off the Airport.

- g. Refueler operator shall be accountable for any damages, fuel spills, or environmental contamination resulting from its negligent operations, or equipment malfunction. All such damages shall be paid for by the refueler operator. Adequate environmental insurance, or proof of financial ability to clean up a major spill, must be provided to the Authority prior to bringing a fuel servicing vehicle onto Authority property and conducting refueling activity. Refueler operators shall be fully responsible for the protection of all persons, including members of the public, employees of other contractors or subcontractors, and all public and private property which is affected by work performed by, or on behalf of the refueler operator.
- h. Each refueler shall comply with the current edition of NFPA 407 and shall be conspicuously marked in letters of contrasting color, with the word "flammable" on both sides and rear of the cargo tank, and with the wording "emergency shutoff" and other appropriate operating instructions required at the emergency operating devices in letters at least two-inches high. Each refueler will also be conspicuously marked on both sides and rear with the type and grade of fuel it contains in appropriate color schemes.
- i. Proof of Bodily Damage and Property Damage insurance coverage in the amounts set forth by the Authorized Representative of the Executive Director must be presented prior to the issuance of a permit.

Upon satisfactory submission of the above information and the demonstration of knowledge and physical capability to conduct over wing refueling operations, as well as appropriate use of a 20 BC dry powder or CO2 portable fire extinguisher, the Public Safety Office will issue a refueling permit to the aircraft owner/pilot. The high-volume refueling owner and employees must have had, and received current certificates for, refueling training that meets the requirements of FAR PART 139. A certification will also be issued for the refueling equipment and will be placed upon the aircraft refueling equipment or device approved by the Albemarle County Fire Prevention Office. The aircraft owner/pilot shall have on his/her person at all times the permit, and the certification shall remain on the refueling equipment or device at all times. The permit shall be valid for one year. To obtain a permit in subsequent years, an aircraft owner shall update the registration information provided and demonstrate fire extinguisher use on a live fire and exhibit knowledge and physical capability to perform over wing refueling.

Permits shall be subject to revocation at any time for violation of refueling procedures or applicable fire code regulations.

Equipment/devices shall be identified as containing "mogas" (motor gasoline) with a specific description as to the grade/type and octane rating clearly painted/marked on the device. The paint or material for this identification is to be distinctly different from any of the colors used for Avgas and shall be of a color which clearly contrasts with the surface of the equipment/device being used for self-fueling.

B. FEES

Low-volume refueling permit fee is established each year by the Authorized Representative of the Executive Director. The fee is an annual fee and is payable upon submission of the application for permit. There is no fuel flowage fee for low-volume refueling.

High-volume refueling permit fee is established each year by the Authorized Representative of the Executive

Director. The fee is an annual fee and is payable upon submission of the application for permit. The fuel flowage fee for high-volume refueling is the same rate charged the FBO on all fuel delivered to the refueling truck. Copy of the fuel company delivery invoices shall accompany the fuel flowage payment which must be received by Executive Director's office no later than seven (7) days after the date of the fuel delivery.

C. REFUELING OPERATIONS

All high-volume and low-volume self-fueling of aircraft shall be conducted solely in the Authority's refueling "SAFE AREA" unless other areas are approved in writing by the Authorized Representative of the Executive Director. The Authority shall install suitable BONDING CABLE with proper connector clamps which meet the requirements of the current edition of NFPA 407.

The Authority shall provide and maintain a suitable 20 BC dry powder or CO2 portable fire extinguisher at the designated "SAFE AREA".

No aircraft shall be refueled while aircraft engines are running or while another aircraft is located within 50 feet of the refueling operation or while the aircraft is being warmed by the application of heat.

No person, outside of a building and within 100 feet of an aircraft undergoing fuel servicing or within 50 feet of any hangar, shall smoke or carry on their persons any igniting device, including safety matches, strike-anywhere matches, cigarette lighters, or other items which could become ignition sources if operated bumped, hit, or dropped.

No aircraft shall be refueled when lightening is observed in the immediate vicinity of the Airport or during an electrical storm.

Extreme caution shall be exercised at all times to prevent fuel spills. When a spill occurs, servicing shall cease immediately and the Airport Public Safety Office notified to handle/manage the spill.

Garments other than silk, polyesters, nylon with wool, or other static generating fabrics shall be worn while conducting refueling operations. Shoes containing taps, hobnails, and other material which could generate sparks on pavement shall not be worn while fueling aircraft.

No aircraft shall be fueled while passengers are on board.

No aircraft fuel shall be stored on Authority property or leased parcels except in the existing fuel storage facility and corporate fuel storage area at the Smith-Worrell complex. Fuel shall not be transferred from a vehicle fuel system to an aircraft fuel tank or intermediary tank for the purpose of refueling aircraft.

D. INDEMNIFICATION

Permitted aircraft owners engaged in owner self-fueling shall indemnify and save harmless and assume the defense of the Authority, its agents, employees, causes of action, suits, claims or judgments; and is to pay all attorneys' fees, court costs, and other costs incurred in defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered from the Authority, its agents, employees or officials by reason of or on account of damage to the property of, injury to, or death of any person arising from permitted aircraft owners engaged in owner self-fueling at the Airport, including acts of omission on the part of the

permitted aircraft owner.

5.04 SMOKING

Smoking or carrying lighted smoking materials or striking matches or other lighting devices shall not be permitted on Airport apron areas, not in any area on the Airport where smoking is prohibited by the Authority, nor in any hangars, shops, or other buildings. All buildings on the Airport are no-smoking facilities.

5.05 OPEN FLAME OPERATIONS

- A. No person shall conduct any open flame operations on the Airport unless specifically approved in writing by the Authority.
- B. Lead and carbon burning, fusion gas and electric welding, blow-torch work, reservoir repairs, engine testing, battery charging, and all operations involving open flames shall be restricted to approved repair shop sections removed from the storage section of any hangar. During such operations, the shop shall be separated from the storage section by closing all doors and openings to the storage section.

5.06 STORAGE OF MATERIALS

- A. No person shall keep or store material or equipment in such manner as to constitute a fire hazard or be in violation of applicable NFPA codes, standards and recommended practices, County of Albemarle Codes, Standard Operating procedures, or Operational Directives of the Authority.
- B. Gasoline, kerosene, ethyl, jet fuel, ether, lubricating oil, or other flammable gases or liquids, including those used in connection with the process of "doping" shall be stored in accordance with the applicable codes, standards, and recommended practices of NFPA. Buildings shall be provided with suitable fire appliances and first aid equipment.
- C. No person shall keep, transport, or store lubricating oils on the Airport except in containers and receptacles designed for such purpose and in areas specifically approved for such storage in compliance with the applicable codes, standards and recommended practices of NFPA, FAA regulations, and County of Albemarle.

5.07 HAZARDOUS MATERIALS

No person shall, without permission from the Authority, keep, transport, handle, or store at, in or on the Airport any cargo of explosives, or other hazardous articles, which are barred from being loaded onto, or transported by civil aircraft in the United States under the current provisions of Federal Aviation Administration Regulations or by any other competent authority. Compliance with said Federal Aviation Administration Regulations shall not constitute or be construed to constitute a waiver of the required notice or an implied permission to keep, transport, handle or store such explosives or other dangerous articles at, in or on the Airport. Advance notice of at least 24 hours shall be given to the Authority to permit full investigation and clearance for any operation requiring a waiver of this rule.

5.08 MOTORIZED GROUND EQUIPMENT AROUND AIRCRAFT

No person shall park motorized ground equipment near any aircraft in such a manner so as to prevent it or the other ground equipment from being readily driven or towed away from the aircraft in case of an emergency.

5.09 OPERATING MOTOR VEHICLES IN HANGARS

No person shall operate a motor vehicle in any hangar while occupied by aircraft unless its exhaust is protected by screens or baffles, as recommended by the NFPA.

5.10 AIRCRAFT ELECTRICAL AND ELECTRICAL SYSTEMS

- A. Radio transmitters and similar equipment in aircraft shall not be tested or operated within a hangar with dynamotors running unless all parts of the antenna system are at least one (1) foot removed from any other object. No aircraft shall be placed, at any time, so that any fabric-covered surface is within one (1) foot of an antenna system.
- B. No airborne radar equipment shall be operated or ground tested in any area on the Airport where the directional beam of high intensity radar is within (300) feet of an aircraft fueling operation, aircraft fueling truck or flammable liquid storage facility, unless an approved shielding device is used during the radar operation.

5.11 ELECTRICAL EQUIPMENT AND LIGHTING SYSTEM

- A. Vapor or explosion-proof electrical equipment and lighting systems shall be used exclusively within hangars or maintenance shelters. No portable lamp assembly shall be used without a proper protective guard or shield over such lamp assemblies to prevent breakage.
- B. All power operated equipment or electrical devices shall be shut off when not in actual use.
- C. The aircraft electrical system shall be de energized on any aircraft upon which work is being done within any hangar or structure by disconnecting the battery or power source.

5.12 HEATING HANGARS

Heating in any hangar shall only be by approved systems or devices as listed by the Underwriters Laboratories, Inc., as suitable for use in aircraft hangars and shall be installed in the manner prescribed by the Underwriters Laboratories, Inc.

5.13 USE OF CLEANING FLUIDS

Cleaning of aircraft parts and other equipment shall preferably be done with non-flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100 degrees F shall be used and special precautions shall be taken to eliminate ignition sources in compliance with recommendations of the NFPA. Disposal of any cleaning fluids shall be in accordance with federal, state

and local guidelines.

5.14 APRONS, BUILDING AND EQUIPMENT

- A. All persons on the Airport shall keep all areas of their leased premises, or areas used by them, clean and free of oil, grease, and other flammable material. The floors of hangars and other buildings shall be kept clean and continuously kept free of rags, waste materials or other trash or rubbish. Approved metal receptacles with a self-extinguishing cover shall be used for the storage of oily waste rags and similar materials. The contents of these receptacles shall be removed daily by persons occupying space; drip pans shall be placed under engines and kept clean at all times; and clothes lockers shall be constructed of metal or fire-resistant material. Only approved boxes, crates, paint or varnish cans, bottles or containers shall be stored in or about a hangar or other buildings on the Airport. Solvents in drums shall have approved containment.
- B. No person shall use flammable substances for cleaning hangars or other buildings on the Airport.
- C. All drums containing any hazardous material including but not limited to oils, cleaning fluids, antifreeze, transmission fluid, etc. shall have secondary containment system in case of any spill or lose of material.

5.15 CONTAINERS

- A. No tenant, lessee, concessionaire, or agent thereof doing business on the Airport, may keep uncovered trash containers in public areas of the terminal, adjacent to aprons, sidewalks or roads that are in view of the public. .
- B. No person shall operate an uncovered vehicle to haul trash, dirt, or any other material on the Airport without prior permission of the Authority.
- C. No person shall spill dirt or any other materials from a vehicle operated on the Airport.

5.16 REPAIRING AIRCRAFT

- A. No person shall repair an aircraft or aircraft engine, propeller, or other aircraft apparatus in any area of the Airport other than those areas specifically designed for such repairs, except that minor adjustments or repairs may be made while the aircraft is at an aircraft parking position prepared for departure.
- B. Aircraft repairs in storage areas of hangars shall be limited to inspections and replacements of parts and repairs incident thereto, provided such repairs do not involve appliances using open flames or heated parts.
- C. The starting or operating of aircraft engines inside any hangar is prohibited. This shall not be construed as prohibiting the use of tractors with NFPA approved exhaust systems when moving planes within any hangar.

5.17 DOPING, SPRAY-PAINTING AND PAINT STRIPPING

- A. The use of "dope" (cellulose nitrate or cellulose acetate dissolved in volatile flammable solvents) within

any hangars is prohibited. The process of doping will be carried out as set forth in NFPA Standards and County of Albemarle Code.

- B. For paint, varnish, or lacquer spraying operations, the arrangement, construction, ventilation and protection of spraying booths and the storing and handling of materials shall be in accordance with NFPA Standards and County of Albemarle Code.

5.18 FIRE EXTINGUISHERS

- A. Fire extinguishing equipment at the Airport shall not be tampered with at any time nor used for any purpose other than firefighting or fire prevention. All such equipment shall be maintained in accordance with the standards of the NFPA. Tags showing the date of the last inspection shall be attached to each unit or records acceptable to Fire Underwriters shall be kept showing the status of such equipment.
- B. All tenants or lessees of hangars, aircraft maintenance buildings, or shop facilities shall supply and maintain an adequate number of readily accessible fire extinguishers. Fueling vehicles designed for the transport and transfer of fuel shall carry on board at least two (2) of the following type extinguishers 20# B,C, one located on each side of the vehicle or on each end of the vehicle. Extinguishers shall conform to applicable NFPA Standards.

5.19 POWER ACTIVATED TOOLS

No person shall use power or explosive cartridge-activated tools or fastening devices anywhere on the Airport without prior written authorization of an Authorized Representative of the Executive Director.

SECTION 6 - AERONAUTICAL

6.01 GENERAL RULES

A. COMPLIANCE WITH ORDERS

All aeronautical activities at the Airport shall be conducted in compliance with current applicable Federal Aviation Administration Regulations, these Rules and Regulations, Standard Operating Procedures and Operational Directives issued by the Authority and directions of the Control Tower.

B. HOLD HARMLESS

The aircraft owner, pilot, agent, or his duly authorized representatives agrees to release or discharge the Authority, its officers and its employees of and from liability for any damage which may be suffered by any aircraft and its equipment, and for personal injury or death, except where such damage, injury, or death is due solely to the negligence of the Authority.

C. NEGLIGENT OPERATIONS PROHIBITED

1. No person shall operate aircraft at the Airport in a careless manner in disregard of the rights and safety of others.
2. All persons using the Airport shall be held liable for any property damage caused by carelessness and negligence on or over the Airport, and any aircraft being operated so as to cause such property damage may be retained in the custody of the Authority and the Authority may have a lien on said aircraft until all charges for damages are paid. Any person liable for such damage agrees to indemnify fully and to save and hold harmless the Authority, its officers, and its employees from claims, liabilities, and causes of action of every kind, character, and nature and from all costs and fees (including attorney's fees) connected therewith, and from the expenses of the investigation thereof.

D. DENIAL OF USE OF AIRPORT

The Executive Director or authorized representative shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other aircraft operation, to direct refusal of takeoff permission to aircraft, and to deny the use of the Airport or any portion thereof to any specified class of aircraft or to any individual or group, when any such action is considered to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Authorized Representative of the Executive Director believes the condition of the Airport to be unsafe for landings or takeoffs, it shall be within his/her authority to issue, or cause to be issued, a NOTAM (notice to airmen) closing the Airport or any portion thereof. The Authorized Representative of the Executive Director

can deny use of the Airport for repeated violations of the Rules and Regulations, state, federal or local law.

E. AIR TRAFFIC PROCEDURES

The Air Traffic Control Tower (ATCT) operates daily from 0600 to 2300 local time. When the ATCT is

closed, pilots should contact Potomac Consolidated Tracon (PCT) on frequency 132.85 MHZ. Automated weather is available from an ASOS on frequency 118.425 MHZ. Common traffic advisory frequency and pilot control lighting frequency is 124.5 MHZ.

F. AIRCRAFT ACCIDENTS

The pilot operator of any aircraft involved in an accident on the Airport causing personal injury or property damage shall in addition to all other reports required by other agencies, make a prompt and complete report concerning said accident to the Duty PSO Officer..

When a written report of an accident is required by Federal Aviation Administration Regulations, a copy of such report may be submitted to the Executive Director in lieu of the report above. In either instance, the report shall be filed with the Executive Director within 48 hours from the time of the accident.

G. DISABLED AIRCRAFT

Subject to compliance with appropriate Federal Regulations, the aircraft owner shall be responsible for the prompt removal of disabled aircraft and parts of such aircraft at the Airport, as reasonably directed by the Authorized Representative of the Executive Director. Any and all parts or tools thereof may be removed by the Authority at the owner's expense and without liability for damage which may be incurred as a result of such removal.

H. TAMPERING WITH AIRCRAFT

No person shall interfere or tamper with any aircraft, or put in motion such aircraft, or use or remove any aircraft, aircraft parts, instruments, or tools without positive evidence of permission of the owner thereof.

I. CLEANING AND WASHING OF AIRCRAFT

No person shall clean or wash an aircraft except in areas approved by an Authorized Representative of the Executive Director and only with EPA approved materials. No personal vehicles or equipment or non-Airport related business vehicles or equipment may be washed on Authority property.

J. RADIO COMMUNICATIONS

No person shall operate an aircraft at the Airport unless such aircraft is equipped with a properly functioning two-way radio capable of communicating with the Control Tower.

K. CERTIFICATION OF AIRCRAFT AND LICENSING OF PILOTS

All aircraft operating at the Airport shall be FAA certified or registered. All pilots using the Airport shall possess an appropriate pilot's license. Aviation vehicles that are not FAA certified or registered may operate with the written permission of an Authorized Representative of the Executive Director and which may include, but not be limited to, aviation vehicles such as ultralights, hang gliders, power sails and parachutes.

L. REGISTRATION OF AIRCRAFT

The Authorized Representative of the Executive Director may require from time to time and may designate, at his/her discretion, appropriate locations for the registration of pilots and aircraft using the Airport, and such pilots shall comply with the requirements of such registration.

M. PAYMENT OF FEES

The payment of rentals, fees and charges relating to the use of Airport premises and facilities shall be made before takeoff. In lieu of such payment, satisfactory credit arrangements shall be made by the pilot or owner of aircraft with the Fixed-Based Operator before such pilot leaves the Airport.

6.02 AIRPORT OPERATIONAL RESTRICTIONS

A. The Authority may restrict the use of its runway with respect to, but not limited to, the following types of operations if it has applied for and been granted approval by the Federal Aviation Administration to do so:

1. Experimental flights
2. Equipment demonstration
3. Maintenance flight checks, etc.
4. Compliance with FAR Part 36
5. Ultra lights
6. Aircraft having a certified gross takeoff weight of less than 200,000 lbs on dual wheel gear

Such designation of restriction will be established through the issuance of Operational Directives.

B. Taxiway J (Juliet) is restricted to general aviation aircraft with a wing span of 48 feet.

C. TAKEOFFS AND LANDINGS

1. No person shall cause a fixed or rotary wing aircraft to land or take off at the Airport, except on a runway and in direction assigned by the Control Tower or Potomac Consolidated Tracon (PDT).

2. No person shall cause an aircraft to take off or land on or from an unserviceable runway, or on or from any Ramp area or taxiway.

3. No person shall turn an aircraft in order to reverse direction on a runway unless given specific instructions or authorization to do so by the Control Tower or Potomac Consolidated Tracon (PDT) or Washington Center.

4. Any person landing an aircraft at the Airport shall make the landing runway available to other aircraft by leaving said runway as promptly as possible consistent with safety.

5. Any person operating or controlling an aircraft landing at or taking off from the Airport shall observe all noise abatement procedures as promulgated by Federal government, or Authority, whichever is the most restrictive.

6. During landings and takeoffs, aircraft shall not pass over any Airport buildings, structures, their

adjacent auto parking areas, or passenger terminals lower than an altitude of 500 feet.

D. MOTORLESS AIRCRAFT PROHIBITED

No motorless aircraft shall land or take off from the Airport except with written approval from an Authorized Representative of the Executive Director.

E. BANNER TOWING PROHIBITED

Aircraft tow banner pickups and drop off from or on the Airport are prohibited except with written approval from an Authorized Representative of the Executive Director.

F. KITES, MODELS, BALLOONS, PROHIBITED

No kites, model airplanes, tethered balloons or other objects constituting a hazard to aircraft operations shall be flown on or within the vicinity of the Airport without prior written approval of an Authorized Representative of the Executive Director.

G. PARACHUTE JUMPING PROHIBITED

Parachute jumping over or on the Airport is prohibited except in event of emergency or by prior written approval from an Authorized Representative of the Executive Director.

6.03 TAXI AND GROUND RULES

A. AIRCRAFT PARKING

1. No person shall park an aircraft in any area on the Airport except those designated, and in the manner prescribed, by an Authorized Representative of the Executive Director. If any person uses unauthorized areas for aircraft parking, the aircraft so parked may be removed by or at the direction of an Authorized Representative of the Executive Director at the risk and expense of the owner thereof.

2. All repairs to aircraft or engines shall be made in the areas designated for this purpose. Minor adjustments and repairs may be performed on air carrier aircraft at gate positions on the terminal Ramp when such repairs can be accomplished without inconvenience to other persons. Any aircraft being repaired at a gate position shall be moved to another location upon request of an Authorized Representative of the Executive Director.

B. DERELICT AIRCRAFT

1. No person shall park or store any aircraft in non-flyable condition on Airport property, including leased premises, for a period in excess of ninety (90) days, without a written permit from an Authorized Representative of the Executive Director.

2. No person shall store or retain aircraft parts or components being held as inventory anywhere on the Airport, other than in an enclosed, authorized facility, or in a manner approved by an Authorized Representative of the Executive Director, in writing.

3. Whenever any aircraft is parked, stored or left in non-flyable condition on the Airport in violation of the provisions of this section, an Authorized Representative of the Executive Director shall so notify the owner or operator thereof by certified or registered mail, requiring removal of said aircraft within fifteen (15) days of receipt of such notice, or if the owner or operator be unknown or cannot be found, an Authorized Representative of the Executive Director shall conspicuously post and affix such notice to the said aircraft, requiring removal of said aircraft within fifteen (15) from date of posting. Upon the failure of the owner or operator of said aircraft to remove the aircraft within the period provided, an Authorized Representative of the Executive Director shall remove the aircraft from the Airport. All costs incurred by the Authority in the removal of any aircraft as set forth herein shall be recoverable against the owner or operator thereof.

C. STARTING AND RUNNING AIRCRAFT ENGINES

1. No aircraft engine shall be run at the Airport unless a pilot or certified A & P (air-frame and power plant) mechanic qualified to run the engines of that particular type aircraft is at the controls and unless blocks have been placed in front of the wheels or the aircraft has set adequate parking brakes. No person shall test run an aircraft engine on the Airport without advance written approval from an Authorized Representative of the Executive Director.

2. No person may run an engine of an aircraft parked on the Airport in a manner that could cause injury to persons or damage to any other property or endanger the safety of operation on the Airport.

3. Aircraft engines shall be started or operated only in places designated for such purposes by an Authorized Representative of the Executive Director. At no time shall engines be “run up” for test or maintenance purposes on airport ramps, subject, however, to the following exceptions:

a. Airlines having maintenance hangars and associated facilities for conducting engine run ups in accordance with a plan approved by an Authorized Representative of the Executive Director.

b. In the event of an emergency.

4. Noise emanating from aircraft engines during ground operations shall be maintained within the applicable aircraft engine noise limits promulgated by the Federal Government, the State of Virginia, or the County of Albemarle, whichever is the most restrictive.

D. AIRCRAFT TAXIING

1. No person shall taxi an aircraft on the Airport until he/she has ascertained that there will be no danger of collision with any persons or objects and has received a clearance to taxi from the Control Tower during the Control Tower’s hours of operation.

2. All aircraft will be taxied at a safe and reasonable speed.

3. All aircraft operating on the Airport shall be equipped with wheel brakes in proper working order.

4. Aircraft shall not be taxied, towed or pushed on any runway or taxiway until specifically cleared

to do so by the Control Tower or Potomac Consolidated Tracon.

5. Where taxiing aircraft are converging, the aircraft involved shall pass each other bearing to the right unless otherwise directed by the Control Tower.

6. No aircraft shall taxi between an airside terminal gate and an aircraft engaged in a push-back or power-back operation.

7. No aircraft shall be taxied into or out of any hangar under its own power.

8. All aircraft being taxied, towed, or otherwise moved on the Airport shall proceed with navigational lights on during the hours between sunset and sunrise.

9. All aircraft operations shall be confined to hard surfaced runways, taxiways, and aprons except for aircraft on turf area parking.

6.04 HELICOPTER-OPERATIONS RULES

A. Helicopter aircraft arriving and departing the Airport shall operate under the direction of the Control Tower or the Potomac Consolidated Tracon at all times while in the Airport Control Zone.

B. Helicopter aircraft shall avoid fixed-wing aircraft traffic patterns and altitudes to the maximum extent possible.

C. Helicopters shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least 50 feet in all directions from the outer tips of the rotors.

D. Helicopter aircraft shall not be operated within 100 feet of any areas on the Airport where unsecured light aircraft are parked.

6.05 AIRCRAFT OWNER SELF MAINTENANCE

Any aircraft owner may perform Federal Aviation Administration Regulation (FAR) Part 43 authorized operator maintenance on his/her owned aircraft provided such maintenance or service is performed by the aircraft owner or his/her employee. Any owner or approved employee who performs such maintenance shall do so in the Authority designated self-maintenance area; within the confines of an individual private T-Hangar; in a joint-use hangar, provided such activity does not pose a fire or safety hazard and does not impede the ingress/egress of other hangared aircraft, or on the aircraft owners leased apron area except in individual tie down spaces. Any aircraft owner utilizing an employee to perform aircraft maintenance shall be required to provide an Authorized Representative of the Executive Director evidence of employment in a form acceptable to an Authorized Representative of the Executive Director. Social Security records, workmen compensation records, corporate identification, etc. shall be deemed acceptable evidence of employment. Maintenance other than FAR Part 43 authorized owner maintenance performed on the aircraft by the aircraft owner or his/her employee will be at the Authority designated self-maintenance area or another location on the Airport approved by an Authorized Representative of the Executive Director. Use of the tiedown areas for maintenance shall be prohibited unless otherwise approved by an Authorized

Representative of the Executive Director.

6.06 AIRCRAFT OWNER CONTRACTED UNSCHEDULED, WARRANTY OR SPECIALITY MAINTENANCE

An aircraft owner shall not contract with a second party, such as an aircraft maintenance company or contractor, to perform “scheduled” maintenance on his/her aircraft at the Airport unless said company or contractor is a Maintenance FBO leasing space on the Airport and licensed by the Authority to provide aeronautical services to the public. “Unscheduled” aircraft maintenance by a non-based maintenance company or contractor is permitted provided the aircraft owner notifies an Authorized Representative of the Executive Director of this activity in advance and the company or contractor presents to an Authorized Representative of the Executive Director proof of proper FAA license and certificates to perform aircraft maintenance, proof of public liability insurance, and the aircraft owner/an Authorized Representative of the Executive Director can identify a satisfactory area on the Airport where the “unscheduled” maintenance service can be performed. Authority notification shall consist of the aircraft owner contacting the PSO Duty Officer and providing written documentation supporting the above requirements. “Unscheduled” maintenance is limited to the following:

- A. Warranted maintenance work that requires repair or additional attention by the warranting company.
- B. A malfunction that prevents the aircraft from being taken to another airport for maintenance.
- C. Maintenance work requiring a specialty service which is not being provided by an existing FBO operating on the Airport.

All aircraft maintenance shall be conducted strictly in accordance with these Rules and Regulations; all federal, state, and local fire and safety regulations; all federal state and local rules and regulations, air worthiness directives, and other applicable rules and regulations.

6.07 MINIMUM REQUIREMENTS FOR CORPORATE HANGARS

A. As land may be available for lease by owners of corporate aircraft, the following conditions will apply:

- 1. Facilities constructed must be used only for the storage of aircraft owned or leased by lessee.
- 2. Lessee must undertake all construction, including buildings, taxiways and utilities at no cost to the Authority.
- 3. Lessee will not sublease facility without prior written consent from an Authorized Representative of the Executive Director
- 4. Lessee will not conduct any commercial aeronautical activities from facility without prior written consent from an Authorized Representative of the Executive Director

B. Corporate hangars will not exceed 12,000 square feet in size and land leased for such hangars will not exceed 25,000 square feet without prior written consent of the Authority.

C. All requests to lease land for corporate hangars shall be in writing to the Executive Director for submission to the Airport Authority Board for approval. Once approved, lessee must submit plans within sixty days.

D. Lessee will be required to submit plans to an Authorized Representative of the Executive Director for approval. Once approved, lessee will be responsible for obtaining approval of other federal, state and local agencies as required. Once approved by all agencies, lessee will complete construction within six months.

E. All construction material, procedures, techniques, and sequencing shall be approved by the Authority. The cost of reviewing the plans and specifications by Authority shall be borne by lessee.

F. Lessee shall enter into an agreement with the Authority stipulating terms and conditions for lease of Authority property for an aircraft storage hangar.

6.08 SOUTH HANGAR STORAGE AREA

The south hangar storage area was developed for private individuals to store their aircraft and not as an area to be used for FBOs to provide aeronautical services to the public. Taxiway Juliet (J) is only **35** feet in width and restricted to aircraft having a wing span of **48** feet. Therefore, this storage area is restricted to storage of aircraft only with no other FBO services to be provided from this area.

6.09 FLYING CLUBS

A flying club is NOT a commercial aeronautical activity serving the public but is an organization for the purpose of providing its members with one or more aircraft for their personal use and enjoyment. The club is considered as an individual aircraft owner. Since flying clubs are NOT commercial aeronautical activities serving the public, they shall be exempt from the *Minimum Standards for FBOs Providing Aeronautical Services to the Public* upon satisfactory fulfillment of the conditions contained herein.

A. Organizational Structure

The club shall be an entity (corporation, association, or partnership) that is not-for-profit and is organized for the express purpose of providing its members with one or more aircraft for their personal use and enjoyment only.* Each member must be a bona fide owner of the aircraft or stockholder in the corporation. The aircraft access rights of all the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft including avionics/aircraft upgrades as well as acquisitions, and engine reserves.

* Note: For purposes of this definition, the Authority does not require a club to be organized to meet "non-profit" standards established by the Internal Revenue Service.

B. Authorized Activities

Flying clubs may not offer or conduct commercial operations including, but not limited to, charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction, except for regular members,

and provided that such instruction is offered by a registered member qualified as a flight instructor as set forth within the Authority's Minimum Standards. Only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for giving flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instruction, except when instruction is contracted for from a flight instructor who is authorized by the Authority to do business on the Airport. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by the flying club, shall not be restricted from doing maintenance work on aircraft owned by the club, and the club does not become obligated to pay for such maintenance work, except that such mechanics and instructors may be compensated by credit against payment of dues or flight time.

All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the Airport except that said flying club may sell or exchange its capital equipment.

C. Membership Requirements

The flying club, with its permit request, shall furnish an Authorized Representative of the Executive Director a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence, its roster or list of members including names, addresses, and telephone numbers of officers, the number and type of aircraft, evidence that aircraft are properly certificated, evidence that ownership is vested in the club, and the operating rules of the club. This information shall be updated on an annual basis by the club. Any and all records of the club shall be available for review at any reasonable time by the Authority or its authorized agent in the event a formal written complaint is filed against the club.

D. Federal Requirements

The flying club shall comply with all applicable federal statutes and all regulations including, but not limited to, those promulgated by the Federal Aviation Administration.

E. State and Local Requirements

The flying club shall comply with all applicable state and local statutes, rules and regulations including, but not limited to, those relating to tax, fire, building, and safety matters.

F. Environmental Requirements

The flying club shall comply with all applicable local, state, and federal environmental statutes and regulations including, but not limited to, requirements for the disposal of waste oil and other potentially hazardous substances and for the refueling of all aircraft when authorized.

G. Insurance Coverage

The flying club shall submit with its application proof that adequate public liability and property damage insurance is provided in sufficient amounts as promulgated by the Code of Virginia to protect the operation and Authority from legal liabilities resulting from this activity. If insurance requirements are not provided by the Code of Virginia, then coverage requirements will be established by an Authorized Representative of the

Executive Director. Proof of insurance shall be updated annually by the Club.

H. Indemnification

The flying club shall agree to indemnify and save harmless and assume the defense of the Authority, its agents, employees, and officials from and against any and all liabilities, damages, expenses, causes of action, suits, claims or judgments; and pay all attorneys' fees, court costs and other costs incurred in defending such claims, as may accrue against, be charged to, be recovered from or sought to be recovered from the Authority, its agents, employees or officials by reason of or on account of damage to the property of, injury to, or death of any person arising solely from the negligence or acts of omission of the flying club at the Airport.

I. In order to be recognized as a flying club by the Authority, the club must certify in writing that it will comply at all times with the Airport Rules and Regulations established by the Authority for flying clubs.

J. A flying club which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations at the Airport. A public hearing shall be held for the purpose of considering such termination. Written notice of the hearing shall be sent by an Authorized Representative of the Executive Director via registered mail, return receipt required, to the president of the flying club, or to such other representative as may have been designated by the president. Notice shall be sent at least ten days prior to the scheduled date of the hearing. It shall also be published once in a local newspaper at least one week prior to the hearing.

SECTION 7 - MOTOR VEHICLES

7.01 GENERAL TRAFFIC REGULATIONS

A. AUTHORITY

Unless otherwise provided herein, the Authority shall establish regulations relating to motor vehicle traffic and traffic control. Said regulations shall include, but not necessarily be limited to, regulations for parking, standing, stopping, one-way roadways, through roadways, stop or yield intersections, speed restrictions, crosswalks, safety zones, bus stops, matters pertaining to all forms of commercial Ground Transportation traffic lanes, signal devices, limitations on roadway use and restricted areas.

B. TRAFFIC SIGNS AND SIGNAL DEVICES

The Authority shall erect, or cause to be erected, all signs, markers and signal devices pertaining to traffic control within the boundaries of the Airport. Failure to comply with the directions indicated on such signs, markers, or devices erected, or placed in accordance herewith shall be a violation of these Rules and Regulations and of the applicable provisions of the Virginia Uniform Traffic Control Law.

C. PEDESTRIAN RIGHT-OF-WAY

The operator of any vehicle shall yield the right-of-way to a pedestrian who crosses within a marked pedestrian crosswalk, except where the movement of traffic is being otherwise actively regulated by the PSO Duty Officer or traffic control devices. The driver of a vehicle must exercise due care for the safety of any pedestrian upon a roadway.

D. VEHICLE CONDITION

No person shall operate upon the Authority's premises any motor vehicle which is in such unsafe condition as to endanger persons or property, or which has attached thereto any object or equipment (including that which is being towed) which drags, swings, or projects so as to be hazardous to persons or property. All ground vehicles shall have functioning headlights and taillights and they shall be used during periods of low light and during night operations.

E. CLOSING OR RESTRICTING USE OF AIRPORT ROADWAYS

The Authorized Representative of the Executive Director shall close or restrict the use of all Airport roadways to vehicular traffic, whenever such closure or restriction is in the interest of public safety.

F. STORING, PARKING OR REPAIRING VEHICLES

Except in areas specifically designated for parking or loading of motor vehicles or vehicles, and except as directed by an Airport parking attendant, any PSO Duty Officer, or any other law enforcement officer, no

person shall park any motor vehicle or vehicle on Authority property, including the Rental Car Quick Turnaround Facility.

No person shall park any motor vehicle or vehicle in any designated parking area, except in a manner as to comply with all posted and/or painted lines, signs, and rules. No person shall use any designated parking area for storage of a motor vehicle, vehicle or any other property, and no person shall engage in motor vehicle repairs on Authority property, including any designated parking area, except for minor repairs necessary with respect to a temporarily disabled vehicle.

G. SLOW-MOVING VEHICLES, EQUIPMENT, MACHINERY

Every slow-moving vehicle, equipment or machinery designed for use at speeds of less than ten (10) miles per hour being operated on Airport roadways shall be equipped and display a triangular slow-moving vehicle emblem, mounted on the rear, or in case of towed units, on the rearmost unit being towed.

H. TOWING OF BAGGAGE CARTS AND PODS

The number of baggage carts and pods being towed on the Airport will not exceed three (3). This will include the towing of baggage carts, GPSs and pods on the Airport roadways, tug drives, baggage make-up areas and the Air Operations Area.

I. ENGINE TURN OFF

Operators of all motor vehicles being operated on the streets and other vehicular traffic areas on the Airport, including parking areas, shall turn off the vehicle's engine when such vehicle is parked, including when such vehicle is awaiting a passenger, except when a vehicle is obeying a traffic control device that requires the vehicle to stop temporarily or to permit the safe passage of persons or other vehicles.

7.02 LICENSING

No person shall operate a motor vehicle or any motorized equipment on the Airport without a valid operator's or chauffeur's license.

7.03 PROCEDURE IN CASE OF ACCIDENTS

The driver of any vehicle involved in an accident on the Airport which results in injury to or death of any persons or property damage shall immediately stop such vehicle at the scene of the accident and shall render such reasonable assistance as may be needed. The driver shall immediately, by the quickest means of communication, give notice of the accident to the PSO Duty Officer. The driver of each vehicle involved shall furnish the name and address of the owner and the driver of the vehicle, the operator's license and vehicle registration and the name of the liability carrier for the vehicle, to any person injured, the driver or occupant of the vehicle damaged and to any PSO Duty Officer or police officer.

7.04 SPEED LIMITS

A. SAFE SPEED

No person shall drive a vehicle on the Airport at a speed greater than what is reasonable and prudent under the conditions and having regard to the actual and potential hazards, then existing.

B. MINIMUM SPEED

No person shall drive a motor vehicle at such a slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation or in compliance with the law.

C. MAXIMUM SPEED

No person shall drive a vehicle on the streets and other vehicular traffic areas on the Airport including parking areas, in excess of the speed limits indicated on signs posted and maintained by the Airport. In areas in which signs are not posted, the speed limit shall be 15 miles per hour. Motor vehicle speed on the aircraft ramp is 10 miles per hour. Vehicles in emergency situations are exempt from posted speed limits.

7.05 DESIGNATED ONE-WAY DRIVES

Vehicular traffic on the entrance and exit drives serving the Passenger Terminal Complex shall be one-way and shall be so designated by signs posted and maintained by the Authority. Movement of vehicular traffic in the opposite direction to that indicated by the signs is prohibited.

7.06 VEHICLE OPERATIONS ON PERIMETER SERVICE ROADS

Only vehicles authorized by the Authority may enter upon and use the perimeter service roads on the Airport. All others are prohibited as indicated by signs posted by the Authority.

7.07 VEHICLE OPERATIONS ON AIR OPERATIONS AREA

A. PERMISSION

No motor vehicle shall be permitted on the Air Operations Area (AOA) unless specific permission has been granted to such vehicle by an Authorized Representative of the Executive Director. Such vehicles shall at all times yield the right-of-way to aircraft.

1. Motor vehicle owners will be required to have a minimum liability insurance coverage in the amounts set forth by the Authorized Representative of the Executive Director to operate on the AOA. The vehicle owner will be required to furnish the Authority verification from the insurance carrier that the vehicle is insured when being operated on Airport Operation Areas.

2. Any person causing a violation of the Airport Security Program adopted pursuant to 49 CFR 1542, and/or the Airport Operation Certificate, FAR Part 139, for which FAA or TSA fines the Airport Authority, shall reimburse the Authority the amount of the civil penalty.

B. PARKING

1. No motor vehicle shall be parked on any portion of the Air Operations Area (AOA) except those

trucks and other vehicles necessary for the servicing of aircraft and the maintenance of the Airport.

2. Aircraft tiedown lessees may drive their motor vehicles to their aircraft on the AOA to load and unload the aircraft but are prohibited from parking their motor vehicles in the tiedown space while the aircraft is away. The lessee will be required to adhere to paragraphs 7.07 a. and 2.07 above and 7.07 g. below.

3. Aircraft t-hangar and box hangar lessees may drive to their hangars and park their motor vehicle in the hangar while the aircraft is gone. The lessee will be required to adhere to paragraphs 7.07 a. and 2.07 above and 7.07 g. below. Motor vehicles may not be stored in corporate hangars.

C. VEHICLES CROSSING TAXIWAYS AND RUNWAYS

Except where otherwise controlled by the Authority, all vehicles operating on or across taxiways or runways shall be equipped with two-way radios and must be in continuous communication with the Control Tower except when under escort by a vehicle properly authorized and equipped. The installation of two-way radios shall not be construed as license to operate a vehicle on the Air Operations Area without the prior permission of the Authorized Representative of the Executive Director.

D. DRIVING ACROSS PASSENGER LOADING LANE

No person shall drive a motor vehicle or other equipment between an aircraft and the passenger gate, when passengers are boarding or debarking from the aircraft or the aircraft is maneuvering.

E. RESTRICTED PARKING

No person shall park a vehicle in any manner so as to block or obstruct (1) any fire hydrant or the approaches thereto, (2) any gate or emergency exit, or (3) any building entrance or exit. No ground servicing equipment or any other equipment shall park within any area marked "no parking" or "drive thru area" by the Authority in front of the ARFF building.

F. RIGHT-OF-WAY AIRCRAFT

Aircraft taxiing on any runway or taxiway shall have the right-of-way over vehicular traffic.

G. AOA DRIVING PERMITS

All persons operating ground vehicles in the AOA are required to participate in an FAA approved training course for the operation of ground vehicles on the Airport as provided by the Authority. All persons operating ground vehicles are required to sign a statement to be kept on file by the Authority that they are familiar with the rules and regulations, including the consequences of non-compliance with safety procedures for ground vehicles, and that they agree to abide by such rules and regulations.

Any person in violation of any of the procedures for the safe and orderly access to, and operation on, the movement area and safety areas by ground vehicles shall be subject to disciplinary actions, including

removal from the Airport or termination of any lease or use agreement as may be deemed appropriate by the Authorized Representative of the Executive Director. Each authorized vehicle must display an approved rearview mirror tag in the vehicle that enters the AOA area. Authorized tag will be issued upon completion of the FAA approved training course.

7.08 PUBLIC PARKING

A. COMPLIANCE WITH TRAFFIC SIGNS

Operators of motor vehicles using the Public Parking Facilities at the Airport shall observe and comply with all regulatory and directional traffic signs entering and departing said Facilities.

B. PARKING SPACES

Vehicles shall be parked in marked spaces only. No person shall park a motor vehicle in any space, marked for parking of vehicles, in such a manner as to occupy a part of another space.

C. PARKING CHARGES

No person shall park a motor vehicle in any area requiring payment for parking therein without paying the required parking charges for the privilege of parking therein. No vehicles that occupy more than one space are permitted in airport parking lots.

D. PARKING DURATION

No vehicle shall remain in any Public Parking Facility on the Airport for more than one hundred & twenty (120) consecutive days. No person shall inhabit any vehicle that is parked on any Authority property.

7.09 RESERVED PARKING

No person shall park any vehicle in any reserved parking area without a valid permit issued by the Authority authorizing the person to park in such a reserved area. Each vehicle parked in said area shall prominently display the identifying insignia provided by the Authority or shall bear other markings acceptable to the Authority and every such vehicle shall be parked only in the space or area specifically assigned to it.

7.10 LOADING AND UNLOADING OF VEHICLES

The operator of a motor vehicle shall not stop or park for loading, unloading, or any other purpose on the Airport, except in areas specifically designated for such purpose and only in the manner prescribed by posted and/or painted lines, signs and rules.

Stopping and parking of motor vehicles and vehicles at the curbside of the Air Carrier Terminal Building may be restricted specifically to loading and unloading of the passengers and their baggage, and no person shall park any motor vehicle or vehicle in any restricted curbside area unless actually engaged in such activity, unless such parking has been authorized by a PSO Duty Officer or by another Authorized Representative of the Executive Director. While loading or unloading passengers and their baggage, the motor vehicle and its operator, and any passenger(s) being picked up, shall comply with all posted and/or

painted lines, signs, and rules, and with all orders and directions given by any PSO Duty Officer or by another Authorized Representative of the Executive Director, or any other law enforcement officer. Unattended vehicles may be cited and may be towed at owner's risk and expense in accordance with Subsection 7.11 of these Rules and Regulations.

7.11 AUTHORITY TO REMOVE VEHICLES

The Authority and its authorized employees and agents, may remove or cause to be removed from any restricted or reserved areas, any roadway or right-of-way, any curbside area, or any other area on the Airport, any motor vehicle or vehicle that is disabled, abandoned, or illegally or improperly parked, or which creates an operational or public safety problem. Any such motor vehicle or vehicle may be removed or caused to be removed by a PSO Duty Officer or by another Authorized Representative of the Executive Director. Any vehicle or motor vehicle removed from the Authority's premises in such manner shall be released to the owner or operator thereof upon presentation of proper identification and proof of ownership and upon payment of towing charges and the accrued parking fees thereon. The Authority shall not be liable for damage to any motor vehicle or vehicle or loss of personal property which might result from the act of removal.

7.12 ISSUANCE OF TRAFFIC CITATIONS

Public Safety Officers are authorized to issue traffic citations to motor vehicle operators who violate any provisions of Section 7 of the Rules and Regulations governing the operation, loading, unloading, or parking of Motor Vehicles on the Airport. These tickets are processed by Albemarle County General District Court.

SECTION 8 - PENALTIES

8.01 REMOVAL

A. Any person or persons who fail to leave the Airport or a specified area thereof, or any person or persons who knowingly or willfully violate these rules and regulations or who refuse to comply therewith, after proper request to do so by a PSO Duty Officer or by another Authorized Representative of the Executive Director shall be subject to removal from and denial of access to the Airport for such period of time as may be specified by the Authorized Representative of the Executive Director.. Persons holding leases, permits or operating agreements with the Authority shall also have their contract privileges terminated for such violations. Furthermore, such person shall be regarded as a trespasser upon Authority property.

B. Any person who feels that he/she has wrongfully been removed from the Airport, or denied access thereto, pursuant to these Rules and Regulations, may request a hearing thereon before the Executive Director provided that such request shall be made in writing and shall be filed with the Executive Director Office within ten (10) calendar days of such removal or denial. The party filing such request shall give his/her name and address. The Executive Director shall mail notice of the date, time and location of such hearing to the person requesting same and such notice shall be mailed at least five (5) days in advance of such hearing date. At the hearing, the party requesting the hearing may appear, may be represented by counsel, and may present evidence. Upon completion of the hearing, the

Executive Director shall affirm, revoke or modify the termination and shall give prompt written notice of its action to the person requesting the hearing. Any determination of the Executive Director adverse to the person requesting the hearing shall be subject to appeal in accordance with the then applicable laws of the Commonwealth of Virginia.

SECTION 9 - COMMERCIAL GROUND TRANSPORTATION

9.01 APPLICABILITY

The rules and regulations set forth within this section shall apply to all persons who provide, or propose to provide ground transportation services to the public using the streets, roadways, curbside areas, terminal space or other premises of the Charlottesville Albemarle Airport.

9.02 DEFINITIONS

"Assignment" shall include, without limitation, any transfer of ownership of a vehicle listed on any **Schedule A** from Provider to another owner.

"Courtesy Vehicle Service" means operation of a motor vehicle providing free ground transportation to patrons of Provider's business between the Airport and the Provider's place of business, specifically including, without limitation, a motor vehicle owned or operated by or on behalf of a hotel used exclusively for the transportation of hotel patrons between that hotel and the Airport.

"Driver" shall include the Provider, if Provider drives any vehicle for commercial hire coming on the Airport and/or listed on Schedule A to the Provider's permit, as well as Provider's employees and/or agents.

"Ground Transportation Service" means taxicab, shuttle/van, transportation network companies (TNC) and courtesy vehicle services provided to the public.

"Pre-arranged Fare," means a for-hire ground transportation service engaged by a passenger, by telephone, electronic communication or any other means of reservation, *other than* in-person engagement by a passenger of a ground transportation service provider waiting in a designated Airport holding area.

"Provider," wherever used in these Rules and Regulations shall refer to and mean a person or legal entity providing or proposing to provide ground transportation services at the Airport.

"Shuttle Vehicle Service" means operation of a motor vehicle other than a taxicab, providing pre-arranged, ticketed, and/or scheduled transportation of multiple passengers between the Airport and multiple destinations.

"Shuttle Holding Area" means any Airport premises designated by the Authorized Representative of the Executive Director for the parking of shuttle vehicles, with respect to time(s) when such vehicles are not engaged in loading or unloading passengers. The Airport Shuttle Holding Area(s) shall be identified by the Authorized Representative of the Executive Director on a diagram, and that diagram shall be provided to each Shuttle Provider at the time a provider is granted a permit and also following any change in location.

"Shuttle Stand Area" means any Authority premises designated for the parking of shuttle vehicles when such vehicles are engaged in loading or unloading passengers, or where vehicles are parked in anticipation of such activities. The Airport Shuttle Stand Area(s) shall be identified by the Authorized Representative of the Executive Director on a diagram, and that diagram shall be provided to each Shuttle Provider at the time the Provider is granted a permit and also following any change in location.

"Taxicab" means a motor vehicle having a seating capacity of not more than six passengers, including the driver,

which is used in the provision of a Taxicab Service. The term “**Taxicab Provider**” shall mean a person who provides for-hire Taxicab services, either himself, or by his employee, or by an independent contractor engaged by such person for that purpose, or any combination thereof.

“Taxicab Hold Area” means any Authority premises designated for the parking of taxicabs when such vehicles are not engaged in loading or unloading passengers, and/or are not positioned in the Taxicab Stand Area. The Airport Taxicab Hold Area(s) shall be identified by the Authorized Representative of the Executive Director on a diagram provided to any Taxicab Provider who has been granted a permit authorizing his use of such Area. If a Taxicab Provider requires a parking swipe card to access a Taxicab Hold Area, the Taxicab Provider will be required to complete and sign the standard parking card agreement and abide by the associated rules. These rules and regulations do not imply or mean that the Authority has agreed to any particular number of spaces to be available in the Taxicab Hold Area. The Taxicab Hold Area is “first come, first serve” for taxicabs authorized to engage in the provision of walk-up, on-demand taxicab service at the Airport.

"Taxicab Service" means operation of a taxicab for-hire or for compensation, providing transportation to members of the public.

“Taxicab Stand Area” means any Authority premises designated for the parking of taxicabs authorized to engage in walk-up, on-demand taxicab service (i.e., no pre-arranged fares) at the Airport, when such vehicles are waiting to be engaged by a passenger, and for the loading and unloading of passengers and luggage in connection with such service.

“Transportation Network Company (TNC)” means a motor vehicle which is used in the provision of a transportation service. The term TNC provider shall mean a person who provides for-hire transportation services engaged by such person for that purpose.

“TNC Hold Area” means any Airport premises designated by the Authorized Representative of the Executive Director for the parking of TNC vehicles, with respect to time(s) when such vehicles are not engaged in loading or unloading passengers. The TNC Holding Area(s) shall be identified by the Authorized Representative of the Executive Director on a diagram, and that diagram shall be provided to the parent company of the TNC Provider at the time a TNC provider enters into an agreement with the Authority and also following any change in location.

“TNC Stand Area” means any Authority premises designated for the parking of TNC vehicles when such vehicles are engaged in loading or unloading passengers, or where vehicles are parked in anticipation of such activities. The Airport TNC Stand Area(s) shall be identified by the Authorized Representative of the Executive Director on a diagram, and that diagram shall be provided to the parent company of the TNC Provider at the time a TNC provider enters into an agreement with the Authority and also following any change in location.

9.03 PERMITS REQUIRED; AIRPORT FEES AND CHARGES

- A. Subject to the rules and regulations set forth within this section, any person who desires to solicit passengers or other customers on Authority premises for any ground transportation service shall obtain a permit from the Authority (“Permit”), prior to engaging in any such solicitation and prior to using any Authority premises in a manner other than permitted to the general public for the provision of such ground transportation service. The Permit fee is established each year by the Authorized Representative

of the Executive Director. The fee is an annual fee and is payable upon submission of the application for the Permit. The Authority, in its sole discretion, shall determine whether any ground transportation service will be operated as a concession (i.e., an exclusive right to utilize certain Authority Premises). Any concession authorizing a Provider to be the exclusive provider of particular ground transportation services on Authority premises shall be advertised, awarded, and performed in accordance with applicable federal and state laws, these rules and regulations, and the terms and conditions of a written concession agreement. Following the award of a concession contract for specific ground transportation services, no Permit shall be issued to any other Provider authorizing the provision of the ground transportation services that are the subject of the concession, during the term of the concession contract.

All of Provider's drivers shall attend a rules and regulations/customer service class within thirty (30) days of Provider's receipt of a permit, unless a longer time period has been approved in advance by the Designated Representative of the Executive Director. Failure to attend within the required time period shall result in immediate revocation of the permit. Upon approval of a Permit, the Provider will be notified of a class schedule.

Issuance of any Permit shall convey the privilege of operating a ground transportation service at the Airport, and the use of certain Authority premises associated with such services. Issuance of a Permit shall not be construed as authorization for Provider to operate any ground transportation service other than the specific service for which that Permit is granted. Following issuance of any Permit, except where a concession has been approved by the Authority, the Authority shall retain the right to grant to other persons the same privileges. A Permit only grants to a specific Provider the privilege of soliciting customers on Airport property, in accordance with these rules and regulations.

1. The fee for a Permit shall be determined by the Authorized Representative of the Executive Director and charged as part of the permit issuance process.
 2. A Permit authorizing the provision of any ground transportation service(s) shall be granted for a twelve (12) month period, or for any lesser period of time deemed by the Authorized Representative of the Executive Director to be in the authority's best interests.
- B. Where the Authority fees and charges imposed upon a Provider consist in whole or in part of a percentage of the revenues derived from the Provider's business, or where the ground transportation services offered by a Provider are subject to federal or state laws or regulations (e.g., the federal Americans With Disabilities Act) that the Authority is required by law or any grant assurances to monitor, then the Authority may, in its sole discretion, require the Provider to enter into a supplemental written agreement with the Authority, as a condition precedent to obtaining a Permit. Such a written agreement may impose obligations on the Provider, in addition to those set forth herein.
1. Where Airport fees and charges imposed upon a Provider consist in whole or in part of a percentage of the revenues derived from the Provider's business at the Airport, Provider shall maintain, in accordance with generally accepted accounting practices, records and books of account, recording all transactions in any way connected with its operation at the Airport and all gross revenues of Provider's operations. These records shall be made available to the Authority for inspection, auditing, and, upon request, for copying, at reasonable times. Where the Provider is subject to federal or state laws, rules or regulations that the Authority may be required to monitor, the Provider shall maintain files, records and other relevant documentation of its

compliance with the applicable laws or regulations, and shall make such files, records and other documentation available to the Authority on demand.

2. Unless otherwise stated within a written agreement between the Authority and a Provider, any recurring payment not required at or before receipt of a Permit shall be made by the 30th day of the calendar month following the month or quarter for which the payment is due; if not paid by that date, such payment shall be deemed delinquent, and interest shall be applied at a rate of 1.5% per month until paid. Failure to make any required payment in a timely fashion shall be cause for termination of the Provider's Permit, and the Authority may pursue other remedies as provided by general law and/or as specified in any written agreement with the Provider.
- C. When any Permit expires, the Provider's authority to provide the ground transportation services that are the subject of such Permit shall also expire, unless the Provider and the Authority have agreed in advance that the Provider may continue to provide services during the pendency of the Authority's review of the Provider's request for a new Permit.
 - D. By accepting a Permit from the Authority, Provider agrees that it shall keep and hold harmless the Authority and its officials, agents and employees from and against any and all claims, demands, actions, judgments, costs and expense, including attorneys' fees, asserted by any person or persons, including Provider, its officials, agents and employees, by reason of the death of or injury to persons, and loss or damage to property resulting from Provider's operations, or sustained in or upon Authority premises as the result of action or omission of Provider, its agents or employees.
 - E. By the signature of Provider or Provider's duly authorized representative in applying for its Permit or executing its written agreement with the Authority, Provider certifies that he has read and understands the provisions of these rules and regulations governing the operation of ground transportation vehicles on Authority premises and that all ground transportation vehicles offered to the public by the Provider shall be operated in accordance with these rules and regulations.
 - F. Provider shall have the right to terminate its Permit at any time, upon 60 days' advance written notice to Authority. Authority shall have the right to terminate Provider's permit at any time, upon 90 days' advance written notice to Provider. At any time, the Authority's right to terminate a permit authorizing a taxicab service, for a reason other than a violation of these rules and regulations, shall be limited to termination of all taxicab service Provider Permits. The Authority may choose to terminate any or all Permits for a particular ground transportation service and to institute any new form or authorization of such ground transportation service at the Airport, at its discretion. In the event the Authority exercises its discretion in this manner, the Authority (i) shall give ninety (90) days' notice of such termination, and (ii) shall reimburse a Provider whose Permit was terminated for a reason other than violation of these rules and regulations a pro-rata share of the Permit fee paid for the permit period.
 - G. As a political subdivision of The Commonwealth of Virginia, the Authority is prohibited from indemnifying Provider, its agents and employees from the damages caused by the negligence of the Provider or any third party. The Authority maintains liability insurance with respect to its operations. Where found liable by a court of competent jurisdiction pursuant to applicable Virginia law, and to the extent covered by insurance or specified by statute (whichever amount is lower) Authority shall be responsible for payment of claims for personal injury, death or property damage arising out of an act or omission of its officials, employees and/or agents. Nothing contained in this paragraph or elsewhere in

these rules and regulations shall be deemed an express or implied waiver of any sovereign, governmental and/or other immunity of the Authority as afforded by law.

No Provider may sell or assign its Permit, or any of the privileges or obligations conferred by such Permit. Any Provider determined to be operating under a permit secured through any manner other than that authorized by these rules and regulations, and any Provider determined to have sold or otherwise assigned a Permit, will be immediately removed from the Airport and will not be allowed to operate at the Airport for a term determined appropriate by the Executive Director.

Operation of Transportation Network Companies (TNC) is prohibited on Authority premises. It shall be unlawful for any person operating a vehicle as a TNC partner to pick up passengers for transportation to or from the airport property, unless in accordance with an agreement executed between the Authority and said TNC and issued by the Authority, under such terms and conditions and for such fees and charges agreed upon in said TNC agreement. Permit requirements associated with TNC operations will be outlined within said TNC agreement.

9.04 RULES AND REGULATIONS OF GENERAL APPLICABILITY

A. Compliance with all Laws Required:

Provider shall obtain all licenses, permits, certificates and/or registration(s) required by the Commonwealth of Virginia, and any political subdivision thereof in which Provider does business (including, without limitation, those required by the Authority), applicable to the conduct of its activities. In providing ground transportation services to the public at the Airport, Provider shall comply with all applicable laws and regulations (including local, state or federal laws and regulations, as well as rules and regulations of the Authority). If there is a disparity between Airport Rules and Regulations and the Virginia Department of Motor Vehicles Regulations for Common Carriers/Provider's Published Tariff, the DMV regulations and the Published Tariff shall prevail.

B. No Discrimination:

Provider shall not engage in any discrimination, either in employment or in providing ground transportation service, on the basis of race, color, religion, sex, age socioeconomic status, handicapping condition, or national origin as provided in Title 49, C.F.R., Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Title VI of the Civil Rights Act of 1964, and all federal regulations promulgated to achieve non-discrimination with respect to such services.

C. Notices and Correspondence:

All notices, written requests and/or correspondence required by these rules and regulations, or pertaining to any permit issued under these rules and regulations, shall be either hand-delivered or shall be mailed to the Authority, by first-class U.S. mail, postage prepaid, and shall be addressed as follows: "Charlottesville Albemarle Airport Authority, Attention: Executive Director, 100 Bowen Loop, Suite 200, Charlottesville, Virginia, 22911." Notices given by the Authority to a Provider shall be hand-delivered, or shall be mailed to the Provider by first-class U.S. mail, postage pre-paid, at the address given by Provider on his most recent Permit application. General notices or correspondence of interest to all ground transportation Providers will also be posted in the notice area provided by the Authority on the Airport.

D. Administrative and Operational Requirements:

Schedule 1 and Schedule 2 attached to these rules and regulations consist of administrative and operational requirements applicable to Providers of ground transportation services, and these schedules, including any subsequent amendments thereto, are incorporated by reference into these rules and regulations, as if set forth herein verbatim. From time to time such requirements may be changed, in order that the overall operation of ground transportation services at the Airport are safe, sufficient, efficient, and coordinated with other Airport operations.

The Authorized Representative of the Executive Director may, from time to time, propose amendments or modifications to the requirements set forth within Schedule 1 or Schedule 2, and any subsequent amendment or modification(s) thereof approved by the Authorized Representative of the Executive Director, shall also be deemed a part of these rules and regulations, as if set forth herein verbatim. Except in case of an emergency situation requiring immediate action by the Authorized Representative of the Executive Director, the Authority's Board, and any Permit holders affected by any such amendment or modification, shall be given forty-five (45) days' advance notice of the proposed amendment or modification, and the Permit holders shall have thirty (30) days from the date of such notice to submit written comments regarding the proposed change to the Authorized Representative of the Executive Director. The Authorized Representative of the Executive Director will consider all comments received and prepare a final recommendation for the Executive Director. Upon approval of any amendment or modification by the Executive Director, each Permit-holding Provider affected by the change will be given notice of the amendment or modification, as adopted. Within fourteen (14) days following the effective date of any amendment or modification, any Provider may notify the Authorized Representative of the Executive Director that it desires to terminate its permit. If a Permit is terminated in this fashion, the Provider shall be entitled to a prorated refund of the Airport fee(s) and charges paid by it.

SCHEDULE 1
TO AIRPORT RULES AND REGULATIONS:
REQUIREMENTS FOR TAXICAB AND SHUTTLE VEHICLE SERVICES—

Approved by Executive Director: _____

Effective: December 12, 2018

S-1-9.1 APPLICATIONS FOR PERMITS

A. Every person who seeks a Permit to provide a taxicab or shuttle vehicle service at the Airport will be required to adhere to the following:

1. Submit a complete application, providing, at a minimum, the following information: business name and the address of the Provider's principle office, or (if Provider works from home, a home address). Provider must identify a street address; a post office box will not be sufficient; however, if Provider desires for any correspondence or other written notices to be sent to a post office box, the Provider may also supply a post office box address for that purpose. If Provider owns any vehicle(s) under a name different than the name under which ground transportation service will be operated, Provider shall submit both names to the Authority. (If Provider operates under a fictitious business name, Provider shall also provide the Authority with the correct legal name of the business). Only a duly authorized owner, partner or other corporate officer may apply for a Permit or enter into an agreement under these Rules and Regulations. An indication of the signer's status in relation to the applicant must follow all signatures (For example, "Joe Smith, President of Blue Taxi Company").
2. Provider shall list, on a form provided by the Authority (which shall be referred to as "**Schedule A**" to the Provider's Permit) each and every vehicle proposed to be used in the provision of ground transportation services at the Airport. Provider shall demonstrate that he/she is the legal owner of the vehicles listed on **Schedule A**, or that such vehicles will be operated on a contract basis for Provider, or a combination thereof. Provider's **Schedule A** may be amended to add additional vehicles or to delete/substitute vehicles, with the written approval of the Authorized Representative of the Executive Director and after fulfilling all applicable requirements.
3. Upon the Authority's issuance of a Permit to the Provider, Provider's authorization to operate ground transportation services at the Airport under such Permit will be limited to the vehicles listed on its **Schedule A** most recently submitted to the Authority.
4. Provider may amend its **Schedule A** at any time, subject to the written approval of the Authorized Representative of the Executive Director upon a determination that all applicable requirements have been satisfied. In the event that Provider wishes to remove a vehicle listed in its **Schedule A** from service and replace it with another vehicle, Provider shall obtain Authority's permission for the replacement, in advance, by submitting a written request to Authorized Representative of the Executive Director stating, the reason for the requested change and specifically identifying the vehicle(s) involved in the transaction. The approval of the Authorized Representative of the Executive Director to the requested change shall be evidenced by its written endorsement of the notice submitted to it by Provider, and shall not be unreasonably withheld. A processing fee may be implemented for multiple vehicle transfer requests that are not the result of vehicle mechanical failure or accidents not the fault of the Provider.

5. It shall be the responsibility of Provider to keep **Schedule A** current with respect to its operations at the Airport.
- B. Provider shall submit, as part of its Permit application, documentary proof that it has obtained general public liability insurance coverage and commercial automobile insurance with respect to each and every vehicle operated by Provider, its employees and contractors at the Airport (“required insurance”).
1. All required insurance policies shall be issued by an insurance company licensed to conduct business within the Commonwealth of Virginia.
 2. All required insurance policies shall be endorsed to name the Charlottesville-Albemarle Airport Authority and its officers, officials, employees and agents, as additional insured parties.
 3. All required insurance policies shall be endorsed to require that Provider’s insurance company will provide the Authority with not less than ten days’ advance written notice of any cancellation, reduction in amount or coverage, or elimination of any coverage.
 4. Provider’s Permit shall at all times be expressly conditioned upon Provider’s having and maintaining in effect the required insurance. As proof of the required insurance, Provider shall provide certificates of Insurance, satisfactory in form and content to Authority’s legal counsel, prior to commencing operations upon Airport premises. Provider shall provide the Authority with a new certificate, on or prior to the expiration date of any policy of required insurance and upon the renewal, amendment, endorsement or alteration(s) of any required insurance policy.
 5. Specific coverages and amounts of required insurance shall be established by the Authorized Representative of the Executive Director, in accordance with prevailing industry standards, at the time of Permit issuance and within any applicable written agreement between Provider and the Authority.
- C. Provider shall be required to submit proof of licenses and permits authorizing Provider to do business, and to operate the ground transportation services that are the subject of a requested Permit.
1. Provider shall submit a business license, issued by the state and/or by the applicable locality(ies) in which the Provider conducts business.
 2. Each Provider shall submit proof of a certificate of public convenience and necessity issued by the Virginia Department of Motor Vehicles. A Provider engaged in the provision of taxicab services, shall register each of its taxicabs, and each of its taxicab drivers, within the City of Charlottesville, in accordance with the City’s taxicab ordinances.
 3. Throughout the term of its Permit, a Provider shall maintain and keep in effect all licenses and permits required by law. Before receiving its Permit, and upon the request of the Authority at reasonable times thereafter, Provider shall submit documentary evidence of the required licenses and permits.
- D. Proof, through submission for inspection by the Authority, that each motor vehicle to be operated by Provider at the Airport complies with all equipment and appearance requirements mandated by state law, and the locality in which the Provider is required to be registered. Additionally, every vehicle operated by

Provider shall have or be equipped with the following:

- State Inspection Sticker
- License Plates
- DMV Sticker
- Headlights
- Direction signals
- Brake Lights
- Safe Tires
- Hub Caps (appropriate & matching)
- Wipers
- No cracked glass
- Air conditioning
- Heat
- Free from substantial oil/fluid leaks
- Undamaged upholstery for seating
- Spare tire, jack and tire iron

E. Establishment, to the satisfaction of the Authority, that each and every driver operating Provider's vehicles on or at the Airport: (i) is a bona fide employee or contract agent of Provider, (ii) possesses a currently valid driver's license issued by the Virginia Division of Motor Vehicles, (iii) possesses a current permit issued by the DMV, and (iv) in the case of taxicab services, demonstrates a City of Charlottesville taxi drivers permit or registration.

S-1-9.2 CONDUCT OF BUSINESS

A. Complaint Cards

Compliant cards will be provided by the Authority and will be posted in all vehicles. Providers of shuttle and taxicab services shall affix, within the passenger compartment of each vehicle listed on Schedule A, a notice providing the telephone number of the Authority for passengers to call in the event of complaints. Such notice must be affixed in plain view of the passenger (in taxicabs the notice shall be affixed to the back of the front seat of the vehicle, or to another part of the passenger compartment approved in advance by the Authorized Representative of the Executive Director) and may not be removed at any time.

B. Color Schemes and Markings

All Providers' vehicles shall be of a uniform color scheme and markings and letterings, and each Provider shall submit to the Authority a written description of its color scheme, markings and letterings. Provider shall not be allowed to operate any vehicles at the Airport which do not comply with the color scheme, markings and letterings identified to Authority. Each vehicle shall have standard lettering, at least three inches in height depicting the name and telephone number (or a valid mailing address in lieu of telephone number) of the owner of the vehicle. All lettering shall be of contrasting color and shall be either professionally painted or vinyl lettering professionally installed. Upon receipt by the Authorized Representative of the Executive Director of written proof that the State Department of Motor Vehicles

has approved a vehicle for temporary use (up to fourteen days) by Provider, then the Authorized Representative of the Executive Director shall allow the use of temporary signage on the approved temporary vehicle.

C. Drivers

Each of Provider's drivers shall carry the driver's license and DMV permit required by law, at all times while on Airport premises. Upon request of any Airport Public Safety Officer, any Authorized Representative of the Executive Director, or of any law enforcement officer displaying a badge of authority, a driver shall produce his license and permit for inspection. Prior to beginning service at the Airport, Provider and Providers' drivers shall attend customer service training conducted by Authority.

S-1-9.3 OTHER RULES OF CONDUCT; ENFORCEMENT; PENALTIES

Provider and each of Provider's employees, agents, contractors, drivers and/or other representatives, while on Authority premises, shall comply with certain rules of conduct designed to ensure the safe, orderly and efficient provision of ground transportation to the public at the Airport, as set forth within the Airport's Rules and Regulations generally, and as set forth within this Schedule 1. Upon the failure of Provider or any of Provider's employees, agents, contractors, drivers or other representatives to comply with these rules of conduct, Provider and its employees, agents, contractors, and other representatives shall be subject to the disciplinary action specified herein.

1. "Minor Violations":

For the purposes of this Section, the term "Minor Violation" shall mean and refer to an infraction of a type that may easily be corrected and/or an infraction which does not have a significant adverse impact on operations as a whole. Wherever the term Driver is used in this Section, the rules of conduct set forth herein shall apply equally to Provider and its employees, agents, contractors and other representatives. Provider's permit may be revoked when multiple instances of minor violations occur as noted below. Each of the following shall be deemed to constitute a Minor Violation for the purpose of these rules and regulations:

Minor Violations

- A. Drivers are prohibited from sitting on the hoods or trunks of vehicles (their own vehicles or any others), and from sitting in the opening of a side-opening van or vehicle with the side-door of the vehicle open. Drivers are prohibited from playing games such as backgammon, cards, checkers, etc. in the following locations: outside the vehicles or inside a side-opening vehicle with the side-door of the vehicle open. All food items must be consumed within the snack/café facilities or carried back to vehicles for consumption. Drivers may not leave any doors of the vehicles open in or to the roadway. Drivers may not loiter or stand in the roadways. PENALTY: 24 HOUR SUSPENSION OF DRIVER.
- B. Drivers shall not litter the buildings, grounds or sidewalks of Authority property. PENALTY: 24 HOUR SUSPENSION OF DRIVER.
- C. While on Authority property, Drivers shall wear proper dress and present a professional appearance. PENALTY: 24 HOUR SUSPENSION OF DRIVER. Proper dress means the

following:

1. A driver shall be neat and clean in dress and person. Clothing shall not be visibly soiled.
2. Drivers are required to wear shoes, and shirts or blouses, and ankle-length pants or knee-length shorts, skirts, or dresses.
3. Shoes shall be closed-toe unless a medical exception is presented and approved.
4. Pants shall be hemmed at the ankle. Shorts and skirts/dresses shall come to the knee.
5. Shirts and blouses shall contain folded down collars and sleeves, and shall be buttoned to the neck and tucked in, unless the shirt is manufactured in box style meant to be worn untucked.
6. Clothing shall be free of all images, insignias, messages, or words, including violent, threatening, lewd, nude, vulgar, indecent or plainly offensive images, words or messages. Manufacturer labels (e.g. Izod label on a polo shirt) are allowed, as are flower or plaid patterns, employer logos, athletic team logos and association logos as long as they comply with the aforesated requirement to be free of anything violent, threatening, lewd, nude, vulgar, indecent or plainly offensive.
7. Drivers are prohibited from wearing the following clothing articles: T-shirts; sweatshirts; sweatpants; sleeveless shirts or tank tops; open toe shoes; backless shoes; slippers and sandals; jumpsuits and overalls; exercise attire; and torn or holey clothing/shoes.
8. Hats must be clean, not faded or ragged, and without holes. Hats shall be free of images, insignias, or words/messages as stated above but may have the logos as stated above.

D. **VEHICLES.** All vehicles used at the Airport for the provision of ground transportation service are required to have fewer than 50,000 odometer miles at the time they are initially listed on Provider's **Schedule A**. No such vehicle shall have more than 300,000 odometer miles at any time; when a vehicle reaches 300,000 odometer miles, Provider shall replace the vehicle and shall immediately submit an amended **Schedule A** for approval. All vehicles shall be four-door vehicles, air-conditioned, heated, equipped with appropriate luggage capability, meet all safety and inspection standards required by law and be maintained in good operating condition and appearance. All vehicles are subject to Authority approval. No vehicle shall be operated with shades, curtains or other vision obstructing devices when operating from the Charlottesville-Albemarle Airport. All vehicles must be sized to legally operate on Airport and public roadways and have luggage capacity appropriate for the vehicle's use and size. All drivers will provide heat or air conditioning upon passenger request.

Drivers shall insure all vehicles are clean inside and out on a daily basis. The interiors of all vehicles shall be clean and free of paper, food, and/or other debris. All Provider vehicles will be maintained, at Provider's sole expense, in good operating condition, free from mechanical defects as well as substantial body damage. As used with this section, "substantial body damage" shall include the following types of damage: (i) any scratch that is more than five inches in length and/or more than ¼ inches deep; (ii) multiple scratches, regardless of length or depth; (iii) any dent that is more than four inches in length or width or more than a quarter inch deep; (iv) multiple dents; and (v) any other damage that, in the determination of the Authorized Representative of the Executive Director, detracts from the professional appearance of the vehicle. Provider shall insure that all vehicles operating at the Airport are in good repair and therefore reliable to provide safe, prompt and efficient service adequate to meet all reasonable demands for the transportation offered by the Provider to and from the Airport. Whether a particular vehicle

meets the standards set by this paragraph shall be determined in the sole judgment of the Authority's representative.

PENALTY: SUSPENSION OF A VEHICLE'S PRIVILEGE TO OPERATE ON AIRPORT PREMISES, FOR 24 HOURS OR UNTIL INFRACTION CORRECTED, WHICHEVER IS LONGER.

Special Circumstances: If a Provider's vehicle sustains substantial body damage, the Provider may apply to the Authorized Representative of the Executive Director for permission to temporarily continue operating the vehicle at the Airport. Approval shall be at the discretion of the Authorized Representative of the Executive Director, who shall consider the following factors in making his final decision: (a) whether the vehicle would pass a state safety inspection; (b) whether the appearance of the vehicle detracts from the professional appearance to be presented to the traveling public; and (c) the length of time it will take for the Provider to complete repairs to the vehicle.

If granted, the approval of the Authorized Representative of the Executive Director shall be for a reasonable amount of time under the circumstances, the amount of time to be specified by the Authorized Representative of the Executive Director in responding to the application. During the specific period of time in which the Director's approval remains effective, no Provider shall be cited with a violation of the rules or regulations prohibiting operation of a vehicle having substantial body damage.

6. "Major Violations"

For the purposes of this Section, the term "Major Violation" shall mean and refer to infractions having a significant adverse impact on any ground transportation operations, Authority tenants or the Airport's ground transportation passengers. Wherever the term "Driver" is used in this Section, the rules of conduct set forth herein shall apply equally to Provider and its employees, agents, contractors and other representatives. Provider and Provider's employees, agents, contractors, and other representatives shall comply with the following rules of conduct. Each of the following shall be deemed a Major Violation for the purposes of these rules and regulations. The penalties specified below shall be in addition to any other remedies the Authority may have, whether such other remedies arise under the laws of the Commonwealth of Virginia, or pursuant to the provisions of a separate, written agreement between a Provider and the Authority.

Major Violations:

A. Drivers shall load passengers only in areas designated by the Authority for this activity. Provider shall receive a diagram at the time its Permits is issued, indicating the area(s) in which Provider may load passengers. All complaints regarding compliance with this section shall be submitted to and reviewed by a PSO Duty Officer, and shall not be discussed by a vehicle's driver with any other person(s) in the presence of any passenger(s). **PENALTY: SUSPENSION OF DRIVER, MAXIMUM 7 DAYS, OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.**

B. Provider's ground transportation services shall be provided to any passenger requesting such service,

and Provider shall not unlawfully discriminate against any person in the provision of the ground transportation services offered by Provider. However, the drivers of Provider's taxicabs may refuse service to any passenger; (i) who is disorderly, (ii) who declines to offer payment for transportation, (iii) whose proposed destination is outside the Provider's approved or routinely practiced routes or (iv) if Provider has posted a sign, approved in advance by the Authority, which sign clearly identifies any form(s) of payment the Provider cannot accept, and a passenger offers payment in a form listed on said posted sign. At the beginning of each permit year the Provider may present the Authority with a list of airline same-day vouchers that Provider's taxicab drivers will accept. If a passenger presents a driver with an airline same-day voucher referenced on Provider's Voucher List, the Driver must provide service to the passenger unless there exist circumstances described in clauses (i) - (iv), above within this paragraph. Provider shall have the right to change its Voucher List during the Permit year, but only if done through prior notice through an Authorized Representative of the Executive Director. This Voucher List will be shared with the airlines. If a Provider chooses not to submit a Voucher List to the Authority, the drivers of the vehicles operating pursuant to Provider's Permit **must accept** any airline same-day vouchers presented. PENALTY: SUSPENSION OF DRIVER, UP TO A MAXIMUM OF 3 DAYS, OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.

Note: relative to the exception set forth in clause (iv), above:

Taxicabs: signs identifying any form(s) of payment that a taxicab driver cannot accept must be posted on the rear passenger-side window of a taxicab, so as to be visible to a passenger as he approaches the taxicab from the Terminal building.

- C. The drivers of the vehicles used in the provision of services under Provider's Permit shall not carry in any vehicle, at any one time, more persons than the seating capacity of the vehicle, as rated by the manufacturer (including the driver). No Driver shall transport any nonpaying passenger(s) with any paying passenger(s), except officers or employees of Provider being transported for bona fide business purposes, such as driver trainees. PENALTY: SUSPENSION OF DRIVER, UP TO A MAXIMUM OF 7 DAYS OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.
- D. The drivers of the vehicles used in the provision of services under Provider's permit will be required to adhere to the fares listed in Provider's permit application or within any written agreement between Provider and the Authority, for the entire Permit period. PENALTY: SUSPENSION OF DRIVER AND OF THE PRIVILEGE OF THE TAXICAB TO OPERATE ON AIRPORT PREMISES, UP TO A MAXIMUM OF 7 DAYS, OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.
- E. The drivers of vehicles used in the provision of services under Provider's Permit shall not conduct or engage in any verbal solicitation of business anywhere on Authority premises other than premises reserved for Provider's use under these rules and regulations or a written agreement between Provider

and the Authority (for example, the Taxicab Stand and Taxicab Holding Areas). Signs advertising Provider's business shall be allowed only in Terminal Building locations if that advertisement is a product of the Authority's Commercial Advertising Program. PENALTY: SUSPENSION OF DRIVER, UP TO A MAXIMUM OF 14 DAYS OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.

- F. The Stand and Hold Areas applicable to the ground transportation services that are the subject of Provider's Permit shall be as set forth in the Definitions provided in section 9.02 of the Airport's rules and regulations. No vehicles used in the provision of services under Provider's Permit shall be parked in any other location on Authority property. PENALTY: SUSPENSION OF DRIVER AND OF THE PRIVILEGE OF THE TAXICAB TO OPERATE ON AIRPORT PREMISES, UP TO A MAXIMUM OF 14 DAYS OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.
- G. The drivers of vehicles used in the provision of services under Provider's Permit shall not engage in any fight (the term fight shall refer to any physical altercation) with any other person (including any other driver); such activity is strictly prohibited. No Driver shall engage in any harassing or discriminatory behavior in relation to any other person, including use of verbal racial slurs, displaying inappropriate language on vehicle, etc. No driver shall threaten bodily harm against any other person. PENALTY: SUSPENSION OF DRIVER, UP TO A MAXIMUM OF A PERMANENT SUSPENSION, OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.
- H. The drivers of vehicles used in the provision of services under Provider's Permit are prohibited from having firearms of any type, on their person(s) and in their vehicle(s). PENALTY: SUSPENSION OF DRIVER, UP TO A MAXIMUM OF A PERMANENT SUSPENSION, OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.
- I. The drivers of vehicles used in the provision of services under Provider's Permit shall not engage in boisterous or rowdy conduct. Drivers shall not use or make any profane language or gestures. Drivers shall not use abusive or threatening language in addressing any other Driver(s) or any other persons. PENALTY: SUSPENSION OF DRIVER FOR UP TO A MAXIMUM OF 30 DAYS, OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.
- J. Neither Provider nor the drivers of any vehicles used in the provision of services under Provider's Permit shall engage in any conduct or activity that interferes with the use or quiet enjoyment of any Authority premises by any other Authority tenants or users. Any disputes between Provider, its employees, contractors, or other representatives, and any other Authority tenant(s) or users, shall be submitted to a PSO Duty Officer for resolution by an Authorized Representative of the Executive Director. PENALTY: DRIVERS, SUSPENSION FOR UP TO A MAXIMUM OF 14 DAYS; PROVIDER, A FINE OF \$250.00, OR, IN EITHER CASE, OTHER PENALTY, UP TO

AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS

- K. The drivers of vehicles used in the provision of services under Provider's Permit shall immediately obey all lawful orders of any PSO Duty Officer, or any other law enforcement officer displaying a badge of authority, and of any Authorized Representative of the Executive Director, including any order to temporarily leave Authority premises. PENALTY: SUSPENSION OF DRIVER FOR UP TO A MAXIMUM OF 30 DAYS OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.
- L. Provider shall at all times keep the Authority supplied with a **Schedule A**, listing each and every vehicle used in the provision of ground transportation services under Provider's Permit, and except with the advance written approval of the Authority, Provider shall not utilize any vehicle in the provision of its services unless the vehicle is listed on its current, approved **Schedule A**. PENALTY: PROVIDER: a FINE OF \$300 PER VIOLATION, OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.
- M. Provider shall at all times comply with the terms and provisions of these rules and regulations pertaining to insurance coverage and Provider shall be responsible for ensuring that, at all times, each of the drivers and vehicles utilized in the provision of services under Provider's Permit have such coverage. PENALTY: SUSPENSION OF THE PRIVILEGES OF ANY DRIVER AND/OR TAXICAB TO BE UTILIZED IN THE PROVISION OF SERVICES UNDER PROVIDER'S PERMIT, UNTIL THE VIOLATION IS CURED, OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.
- N. Drivers of vehicles used in the provision of services under Provider's Permit shall obey all rules and regulations of the Authority, as well as all other applicable federal, state or local laws, while operating on Authority premises. In addition to any other legal consequences of any such failure to obey: PENALTY: SUSPENSION OF DRIVER, UP TO A MAXIMUM OF 30 DAYS, OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.

3. Additional Rules Pertaining to Shuttle Services

- A. Drivers shall load passengers as follows: passengers shall be loaded in shuttle vehicles parked in the Shuttle Stand Area. All complaints received regarding compliance with this rule shall be submitted to and reviewed by the PSO Duty Officer or Authorized Representative of the Executive Director, and shall not be discussed by a Driver with any other person(s) in the presence of any passenger(s). **Violation of this rule shall constitute a Major Violation.** PENALTY: SUSPENSION OF DRIVER, UP TO A MAXIMUM OF 7 DAYS.
- B. Provider and its Drivers shall not carry in any vehicle, at any one time, more persons than the seating capacity of the vehicle, as rated by the manufacturer (including the driver). No Driver shall transport any

nonpaying passenger(s) with any paying passenger(s), except officers or employees of Provider being transported for bona fide business purposes, such as driver trainees. **Violation of this rule shall constitute a Major Violation.** PENALTY: SUSPENSION OF DRIVER, UP TO A MAXIMUM OF 7 DAYS.

C.

D. Neither Provider nor its employees, agents, Driver(s) or other representatives shall conduct or engage in any verbal solicitation of business anywhere on Authority. Signs advertising Provider's business shall be allowed only in Terminal Building if that advertisement is a product of the Authority's Commercial Advertising Program **Violation of this rule shall constitute a Major Violation** PENALTY: SUSPENSION OF DRIVER, UP TO A MAXIMUM OF 14 DAYS.

E. Provider shall obtain and maintain in effect at all times while authorized to operate any vehicle at the Airport, and at the Provider's sole expense, public liability insurance protecting the Authority against liability by reason of the Provider's wrongful conduct incident to the use of Authority premises or resulting from any accidents occurring on or about the roads, driveways or other public places used by the Provider at the Airport, caused or arising out of any wrongful act or omission of the Provider. Such insurance shall be endorsed to name the Authority, its officers, agents and employees as additional insured parties under the policy. Specific coverages and amounts of this required insurance shall be established by the Authorized Representative of the Executive Director, in accordance with prevailing industry standards, at the time of Permit issuance and within any applicable written agreement between Provider and the Authority. Provider shall, prior to beginning operations at the Airport, and prior to expiration of the policies each year, provide the Authority certificates verifying all required insurance and the additional-insured endorsement.

F. Provider shall obtain and maintain in effect at all times while authorized to operate any vehicle at the Airport a business automobile liability policy. Specific coverages and amounts of this required insurance shall be established by the Authorized Representative of the Executive Director, in accordance with prevailing industry standards, at the time of Permit issuance and within any applicable written agreement between Provider and the Authority.

G. Provider shall maintain in effect, and at its sole expense, the following insurance: (i) workers' compensation coverage as may be required pursuant to the provisions of Chapter 8 (65.2-800 et seq.) of Title 65.2 of the Virginia Code, and (ii) Employers Liability Insurance, with the specific coverages and amounts of the employers liability insurance to be established by the Authorized Representative of the Executive Director, in accordance with prevailing industry standards, at the time of Permit issuance and within any applicable written agreement between Provider and the Authority.

H. Provider is required to publish a tariff with the Virginia Division of Motor Vehicles. At any time the tariff and these regulations shall differ, the DMV regulations for common carriers and the tariff shall prevail, except in those cases when an Airport Security regulation would be breached. Airport Security regulations are promulgated by Federal regulation, and shall at all times prevail.

I. Prior to commencing any activity or providing any services at the Airport, Provider shall provide the Authority with a performance bond in the amount of **\$1,000.00**, in a form acceptable to the Authority. This bond must remain valid throughout the term of Provider's permit. The bond shall be subject to

forfeiture upon the Provider's failure to comply with the terms and conditions of these Rules and Regulations and/or its Permit.

4. Additional Rules Pertaining to Taxicab Services

- A. Taxicab drivers shall pick up passengers only from the Taxicab Stand Area designated by the Authority. Pick-ups in the taxicab stand area and moving from the hold area to the stand area, shall be on a "first vehicle in; first vehicle out" basis unless the Authority approves a different situation in advance. Drivers shall remain in the front seat of or in close proximity (approximately 15 feet) to the vehicle at all times when such vehicle is Parked in the hold or stand area. Drivers must be prepared to conduct business when in line in either the hold or stand areas. Drivers in either area may only enter the terminal building to utilize the restroom, vending area and attend to airline business requiring immediate attention and at the request of the airline. Drivers must be actively returning to/from these facilities and their vehicle or will be considered in violation of this rule. Stopping for any unauthorized reason will result in a violation: **Violation of this rule shall constitute a Major Violation.** PENALTY FOR DRIVER: SUSPENSION OF DRIVER, First violation – 30 day suspension. Second violation – 60 day suspension. Third violation-suspended for remainder of Provider's Permit period or 180 days, whichever period is greater, OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS. Any fine or penalty assessed by TSA to the Authority for a driver's failure to remain with his vehicle shall be reimbursed to the Authority by the Provider and any other penalties available under the law to be assessed against the Provider may be assessed by the Authority.
- B. Drivers shall not leave vehicles unattended for any reason, or enter the passenger terminal building for any reason, when in the Taxicab Stand Area or at the curb in front of the passenger terminal building unless they have applied for and received an Authority identification badge. The badge will allow the driver to enter the terminal building while parked in the Taxi Stand area for the purposes of using the restroom and food/beverage facilities, and attending to airline business only. Drivers may not loiter in the building, or remain in the building for any other reason. A badged driver must be actively going to/from the vending area, vehicle/restroom, or airline ticket counters. **Violation of this rule shall constitute a Major Violation.** PENALTY: SUSPENSION OF DRIVER: First violation-30 day suspension. Second violation-60 day suspension. Third violation-suspended for remainder of permit period or 180 days, whichever period is greater, OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS. Any fine or penalty assessed by TSA to the Authority for a driver's failure to remain with his vehicle shall be reimbursed to the Authority by the Provider, and penalties available under the law to be assessed against the Provider may be assessed by the Authority.
- C. Drivers must obtain an Airport Authority Identification Badge. The badge must be visible at all times and must be worn between the waist and shoulder area while on airport property. Failure to wear the badge while on airport property will result in the violation stated above, and any car left unattended by an un-badged driver in the TSA security area defined above will be towed. Lost badges will result in a \$25 replacement fee which must be paid in advance, and the badge must be replaced within 3 days or the driver will not be permitted to operate on airport premises. Any fine or penalty assessed by TSA to the Authority for a driver's failure to remain with his vehicle shall be reimbursed to the

Authority by the Provider, and all penalties available to be assessed Provider under the law may be assessed by the Authority. Any driver leaving a vehicle unattended in the taxi stand or hold area for any reason other than as authorized will result in the penalty stated above, and the vehicle may be towed at the Airport's discretion. If a Driver fails to move his vehicle forward to the Taxi Stand Area, or forward to advance in the Hold area, within 2 minutes of the sound of the notification bell and/or the appearance of the notification light, or having otherwise been summonsed, the Driver behind may move forward. All complaints shall be submitted to and reviewed by an PSO Duty Officer, and shall not be discussed by, between or among any drivers while any passenger is present within the Stand area. **Violation of this rule shall constitute a Major Violation.** PENALTY: SUSPENSION OF DRIVER, UP TO A MAXIMUM OF 7 DAYS OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS

- D. When the taxicab immediately in advance of Provider's moves up in line, Provider's driver shall then promptly move his or her own cab up, and shall promptly take the next passenger, in order not to block the line. Each Driver shall be responsible for moving his or her own vehicle from the Taxicab Hold Area to the Taxicab Stand Area. **Violation of this rule shall constitute a Major Violation** PENALTY: SUSPENSION OF DRIVER, MAXIMUM OF 24 HOURS OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.
- E. If a taxicab driver declines a fare under circumstances allowed by these Rules and Regulations, then the Driver may retain his position in the Stand. If a Driver refuses any passenger, under circumstances which are not allowed by these Rules and Regulations, then the Driver must move his vehicle to the rear of the line of taxicabs. All complaints regarding any violation of this rule shall be submitted to and reviewed by a PSO Duty Officer, and shall not be discussed by, between or among any Drivers while any passenger(s) are present within the Stand area. **Violation of this rule shall constitute a Major Violation.** PENALTY: SUSPENSION OF DRIVER, MAXIMUM OF 7 DAYS OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.
- F. Whenever any taxicab is occupied by a passenger, the Driver shall not allow any other person (except a paid employee of the Provider being transported for bona fide business purposes, such as driver trainees) to occupy or ride in such taxicab if the original passenger objects thereto. (Examples of permissible multiple occupancy: a passenger together with a person traveling with the passenger; a group of three passengers, if all three passengers agree to share the taxicab). No Driver shall transport a nonpaying passenger with a paying passenger (except officers or employees of Provider being transported for bona fide business purposes, such as driver trainees) **Violation of this rule shall constitute a Major Violation.** PENALTY: SUSPENSION OF DRIVER, UP TO A MAXIMUM OF 7 DAYS OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.
- G. Drivers must post a notice stating the average customary amount of the fares for services to various destinations within the City of Charlottesville and County of Albemarle. All rates shall be posted on or in the taxicab along with the name of Provider and its Driver. In addition, Provider shall inform passengers of the fare and fees PRIOR to the customer leaving the Taxi StandArea. Provider's Driver shall issue a

fare receipt to all passengers. **Violation of this rule shall constitute a Major Violation.** PENALTY: SUSPENSION OF DRIVER, FOR UP TO 7 DAYS OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.

- H. All taxicab vehicles shall be equipped with a certified meter. This meter shall be sealed and kept in accurate operating order at all times. Cars with unsealed meters are prohibited from operating at the Airport. Authority reserves the right to periodically and randomly select a Provider's taxicab for a check-ride to verify metered rates. After a test-ride, the tested taxicab shall be allowed to go back to its respective place in the taxicab queue. **Violation of this rule shall constitute a Major Violation.** PENALTY shall be SUSPENSION OF PRIVILEGES FOR THE TAXICAB VEHICLE TO BE USED IN THE PROVISION OF SERVICES AT THE AIRPORT, FOR 3 DAYS OR UNTIL REPAIRED. At Authority's sole discretion, Provider may be given a several day grace period in which to cure the violation.
- I. A Driver shall engage the taxi meter when beginning a for-hire trip at the Airport, and said Driver shall not turn off the meter when operating the vehicle in any jurisdiction where operation of the meter is required. The metered fare shall be the maximum fare that the Driver may charge a passenger; however, nothing shall prevent a Driver from charging less than the metered rate or from offering discounts. In lieu of the metered fare, Provider/Driver may charge a minimum fare, not to exceed a rate which has been established by an Authorized Representative of the Executive Director. This minimum rate must be published on Provider's rate card, for any fares (trips) originating at the Airport. **Violation of this rule shall constitute a Major Violation** PENALTY: SUSPENSION OF DRIVER FOR 30 DAYS, OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.
- J. Drivers shall travel by the most direct route unless otherwise directed by the passenger. Except in case of an emergency, Drivers shall not switch passengers to any other taxicab or other vehicle during a journey. When two or more passengers are traveling together (by agreement of both passengers, see paragraph 4, above) the metered fare or minimum fare shall be shared by the passengers equally or in a manner acceptable to the passengers. **Violation of this rule shall constitute a Major Violation.** PENALTY: SUSPENSION OF DRIVER FOR SEVEN (7) DAYS OR OTHER PENALTY, UP TO AND INCLUDING REVOCATION OF PROVIDER'S PERMIT, IN CASES WHERE THE SERIOUSNESS OF THE CIRCUMSTANCES WARRANTS.
- K. Customers may refuse service and select another vehicle if smoke, or the smell thereof, is present in the vehicle. No smoking shall occur in a vehicle while occupied by a customer unless the customer gives permission. **Violation of this rule shall constitute a Major Violation.** PENALTY: SUSPENSION OF DRIVER FOR 30 DAYS.
5. Procedure on Occurrence of Any Violation. Provider shall be notified within 48 hours of an investigation by the PSO Duty Officer of a possible Violation. Within two (2) business days (i.e., Monday through Friday) of receiving a report of a Violation, an Authorized Representative of the Executive Director shall investigate, and if warranted, shall issue a written citation to the Provider/Driver responsible for the violation. Upon issuance of a written citation, Provider's notice of the violation shall be by and through (i) the written citation, and (ii) a written notice from the Authorized Representative of the Executive Director confirming the occurrence of a Violation and identifying the penalty imposed by the Authorized Representative of the

Executive Director. Upon receipt of his/her third Major Violation during the term of its annual permit, Provider's Driver shall be suspended from operating at the Airport for the remainder of the permit term. Furthermore, Provider's privilege to operate the Driver's vehicle at the Airport shall be suspended for the remainder of the permit term.

For Major and Minor Violations as provided a Provider or its Driver may request a hearing, prior to imposition of the penalty, as set forth below. Minor violations resulting in 24 hour or less suspension are non-appealable. Penalties for Material Violations may be imposed immediately, but a Provider or Driver may request a hearing, as set forth below, after imposition of the penalty.

6. Other Penalties; Enforcement

- A. If Provider violates these Rules and Regulations in a way other than those listed above as Minor and Major Violations, and fails to commence reasonable action to correct violation within a period of forty-eight (48) hours after delivery of written notice of the violation from the Authorized Representative of the Executive Director, the Authorized Representative of the Executive Director shall have the right to immediately terminate Provider's permit.
- B. If any Driver attempts to continue operations during a period of suspension, the Authorized Representative of the Executive Director shall have the right to immediately terminate Provider's permit and/or pursue any other action or remedy to enforce the suspension.
- C. No notice of default/breach, or any termination of this Agreement, shall be deemed as being in lieu of any other action to which Authority may be entitled with respect to Provider or its Drivers.
- D. The Authorized Representative of the Executive Director specifically reserve the right to ask, at any time, and without penalty, Provider or Provider's Drivers to temporarily leave the Authority premises if, in Authority's sole discretion, circumstances require such action to assure the safe and efficient operation of the Airport.

7. Appeals

Provider or its Driver may appeal a citation issued using the following procedure:

- A. Within two (2) business days of the date of the written notice of a Violation or imposition of the penalty for a material violation, Provider may request (in writing, directed to the Authorized Representative of the Executive Director) a review by the Authorized Representative of the Executive Director . Provider's failure to request a review within the two days shall constitute a waiver by Provider of the right to appeal the Violation, in which case Authority shall have the right to implement and enforce any suspension or other penalty.
- B. An appeal properly and timely requested shall be taken to the Authorized Representative of the Executive Director, and shall be heard within five (5) days of Authorized Representative of the Executive Director's receipt of Provider's written request for an appeal. The format and procedures of the appeal shall be determined by the Authorized Representative of the Executive Director, and the Authorized

Representative of the Executive Director shall render a written decision within five (5) calendar days of appeal hearing. The decision of the Authorized Representative of the Executive Director shall be final and binding on the Provider, and if denied the appeal, the Provider or Driver shall immediately commence the suspension or other penalty.

- C. The Authorized Representative of the Executive Director reserves the right to revoke all ground transportation permits if required to do so by the implementation of any emergency security procedures.

***SCHEDULE 2 TO AIRPORT RULES AND REGULATIONS:
REQUIREMENTS FOR COURTESY VEHICLE SERVICES—***

Approved by Executive Director: _____

Effective: December 12, 2018

S-2-9.1 COURTESY VEHICLE AND DRIVER REQUIREMENTS

A. Vehicles

1. Upon receipt of Permit, Provider shall submit its **Schedule A** for the Authority's approval. If it becomes necessary to add temporarily extra vehicles not otherwise listed in **Schedule A**, Provider may request approval of such temporary vehicle(s) by the Authority.
2. All vehicles designated for airport passenger pick-up must be ADA equipped or provisions made available for passengers requiring such services. A detailed description of how each vehicle is ADA equipped is required as part of the **Schedule A** submission. If an alternate method is to be used to meet ADA requirements a description is required.

B. Drivers

1. Every Driver operating Provider's courtesy vehicles on Airport premises shall be a bona fide employee of Provider, and carry all valid and current licenses as required by the Virginia Division of Motor Vehicles. Before beginning operations at the Airport each driver of the Provider shall provide the Authorized Representative of the Executive Director with proof of required licenses and permits. Provider's drivers shall carry their licenses and permits at all times while on Authority property and shall present them upon request to a PSO Duty officer or another Authorized Representative of the Executive Director.

S-2-9.2 CONDUCT OF COURTESY VEHICLE BUSINESS

- A. Provider and all of its employees, agents, drivers and other representatives in any capacity while on Airport premises shall comply with the following:
1. Provider's drivers upon arrival shall place their vehicle in spaces assigned by the Authority. If requested, the drivers shall provide the flight number and arrival time of flights being met and the names of the passengers to be picked up, if known, to a PSO Duty officer or another Authorized Representative of the Executive Director.
 2. Provider's drivers shall remain in or within five feet of their vehicle(s) while parked in the spaces assigned by the Authority, except in case of an emergency or when loading and unloading baggage at the request of the passengers. Drivers may not leave vehicles unattended within 300 feet of the terminal building. If the Driver must conduct business inside the terminal building, the vehicle must be moved to the short term parking lot.
 3. Provider's drivers shall not congregate with other drivers or loiter in the baggage claim areas, any other

parts of the Airport Terminal Building, or on any sidewalks adjacent to the Terminal Building. Drivers shall not engage in boisterous or rowdy conduct; employ profanity or loud or abusive language in conversation with any person while on Authority premises; or litter any buildings, grounds or sidewalks.

4. Neither Provider nor any of Provider's drivers shall engage in any verbal solicitation of business anywhere on Authority premises. Signs advertising Provider's business shall only be allowed if the advertisement is a product of the Authority's Commercial Advertising Program.
 5. While on Authority property, Drivers shall wear proper dress and present a professional appearance. Proper dress means the following:
 - a) A driver shall be neat and clean in dress and person. Clothing shall not be visibly soiled.
 - b) Drivers are required to wear shoes, and shirts or blouses, and ankle-length pants or knee-length shorts, skirts, or dresses.
 - c) Shoes shall be closed-toe unless a medical exception is presented and approved.
 - d) Pants shall be hemmed at the ankle. Shorts and skirts/dresses shall come to the top of the knee.
 - e) Shirts and blouses shall contain folded down collars and sleeves, and shall be buttoned to the neck and tucked in, unless the shirt is manufactured in box style meant to be worn un-tucked.
 - f) Clothing shall be free of all images, insignias, messages, or words, including violent, threatening, lewd, nude, vulgar, indecent or plainly offensive images, words or messages. Manufacturer labels (e.g. Izod label on a polo shirt) are allowed, as are flower or plaid patterns, employer logos, athletic team logos and association logos as long as they comply with the above-stated requirement to be free of anything violent, threatening, lewd, nude, vulgar, indecent or plainly offensive.
 - g) Drivers are prohibited from wearing the following clothing articles: T-shirts; sweatshirts; sweatpants; sleeveless shirts or tank tops; open toe shoes; backless shoes; slippers and sandals; jumpsuits and overalls; exercise attire; and torn or holey clothing/shoes.
 - h) Hats must be clean, not faded or ragged, and without holes. Hats shall be free of images, insignias, or words/messages as stated above but may have the logos as stated above.
 6. Provider shall ensure that prior to providing any ground transportation service at the Airport each of its drivers have read and are knowledgeable about Authority rules and regulations.
 7. Provider's drivers shall obey the orders of a PSO Duty officer or another Authorized Representative of the Executive Director and any Law Enforcement Officer, including a command to move any of Provider's vehicles.
- B. Provider shall be notified in writing of any breach of the Airport's rules and regulations. If any of Provider's drivers shall commit two violations of such rules and regulations within a Permit period, Provider shall not allow that driver to operate Provider's courtesy vehicle at the Airport during the time remaining on Provider's permit.
- C. In the event Provider violates any material rule(s) or regulation(s) and fails to correct such violation within a period of forty-eight (48) hours after being requested by the Authority to correct the violation, then the Authority shall have the right to immediately terminate Provider's permit. Termination of permit

shall not be in lieu of any other action which may be taken by the Authority against Provider's driver or any other person(s) whose actions or omissions created the violation. In the event of termination, Provider shall have no further right or claim against the Authority except pursuant to section 9.07(7) and shall immediately cease all activities at the Airport pending the appeals hearing. Upon a termination of Provider's permit for a material violation of these rules and regulations, the Provider shall not be entitled to a refund of any Airport fee(s) or charge(s).

APPENDIX K- STATISTICAL INFORMATION
FOR ON-AIRPORT RENTAL CAR SERVICE CONCESSION
CHARLOTTESVILLE-ALBEMARLE AIRPORT

Rental Car Concession Revenue

Fiscal Year	Gross	Less Exclusions
2012	\$7,762,251	\$7,019,796
2013	\$7,585,496	\$6,888,696
2014	\$8,006,546	\$7,278,899
2015	\$9,000,110	\$8,161,736
2016	\$9,668,467	\$8,783,484
2017	\$10,497,119	\$9,549,494
2018	\$10,996,549	\$9,991,227
2019	\$11,432,389	\$10,456,100
2020	\$9,244,580	\$8,442,200
2021	\$7,149,504	\$6,553,766

Airport Statistics

Fiscal Year	Aircraft Operations	Enplanements	Deplanements	Total Passengers
2012	18,619	231,907	229,618	461,525
2013	17,382	227,874	226,294	454,168
2014	20,214	238,398	232,164	470,562
2015	20,049	261,631	261,168	522,799
2016	19,782	286,030	284,218	570,248
2017	23,143	315,099	313,512	628,611
2018	27,975	348,922	347,590	696,512
2019	30,980	378,441	374,011	752,452
2020	27,152	282,282	280,849	563,131
2021	24,526	135,632	136,318	271,950

Rental Car Concession Information

Ready/Return Parking Spaces: 98
Rental Car Service Facility Parking Spaces: 197
Public & Private Terminal Space: 220 square feet
Rental Car Service Facility: 5.09 acres

SECTION 6.0
GENERAL TERMS AND CONDITIONS

**GENERAL TERMS AND CONDITIONS
APPLICABLE TO CONTRACTS BETWEEN THE
CHARLOTTESVILLE ALBEMARLE AIRPORT AUTHORITY
AND NON-GOVERNMENTAL PARTIES FOR THE PURCHASE OF GOODS AND
SERVICES**

1. **General Application.** These general terms and conditions apply to all Authority purchases of goods and services, including, without limitation, construction, insurance, and other services. They shall be deemed an integrated part of each contract entered into between the Charlottesville-Albemarle Airport Authority ("Authority") and a non-governmental party. In the event of a conflict between these general terms and conditions and any other provision of a contract between the Authority and a non-governmental party, the provisions of these general terms and conditions shall govern the parties' Agreement.
2. **Modification of contract pricing.** (VA. Code §2.2-4309). No fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Authority's governing body. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder from the consequences of an error in its bid, Proposal, or price quote. —
3. **Energy Forward Pricing Mechanisms.** (VA. Code §2.2-4329.1). For the purpose of budget risk reduction, Authority may use forward pricing mechanisms, consistent with Authority's written policies and procedures governing the use of forward pricing mechanisms. Any contract for natural gas, heating oil, propane, diesel fuel, unleaded fuel, and any other energy source, but excluding contracts for the purchase of electricity, may include a forward pricing mechanism which either: (i) Obligates Authority to buy or sell a specified quantity of energy at a future date, at a set price or (ii) Includes an option for the sale or purchase of the contract.
Forward pricing mechanism transactions shall be made only under the following conditions:
(i) Authority's obligations shall be subject to the availability and annual appropriation of funding;
(ii) The quantity of energy affected by the forward pricing mechanism shall not exceed the estimated energy use for Authority for the same period, which shall not exceed 48 months from the trade date of the transaction; and (ii) a separate account shall be established by the Contractor for operational energy for the Authority. The Contractor shall be required to cooperate and assist Authority with any and all internal and external audit reviews and with the preparation and submission of annual reports to the Authority's internal investment committee.

4. **Modification (extension) of Contract Term** (VA. Code §2.2-4309). Authority may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract. Any such extension of time shall be in writing and signed by an authorized representative of the Authority.
5. **Annual appropriations condition.** For any contracts that cannot or will not be completed within a single fiscal year: notwithstanding anything in this contract to the contrary, beyond the initial fiscal year in which performance is commenced, Authority's obligations are and shall be subject to and expressly conditioned upon the availability and appropriation of public funds by Authority to support continued performance in succeeding fiscal years. When funds are not appropriated or otherwise made available to support continuation of performance in a succeeding fiscal year, the order for goods, or Contractor's performance of services, as applicable, shall be canceled and the Contractor shall be reimbursed for the reasonable value of any goods ordered and received, and services completed, prior to the end of the preceding fiscal year.
6. **No Discrimination by Authority** (VA. Code §2.2- 4310). In the solicitation or awarding of contracts, Authority shall not discriminate against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. **THE AUTHORITY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS** and shall comply with the requirements of VA Code §2.2-4343.1, as may be applicable.
7. **No Discrimination by Contractor** (Contracts Over \$10,000) (VA. Code §2.2-4311). During the performance of a contract where the Contractor's compensation is more than \$10,000, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
8. **Compliance with Federal Immigration Laws** (VA. Code §2.2-4311.1). The Contractor expressly warrants and certifies that it does not, and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

9. **Contractor's Authority to Conduct Business in Virginia** (VA. Code §2.2-4311.2). A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. A contractor that enters into a contract with Authority shall not allow its existence to lapse or its certificate of Authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the contract. Authority may void any contract with a business entity for its failure to comply and remain in compliance with the provisions of this paragraph.
10. **Drug-Free Workplace Requirement (Contracts Over \$10,000)** (VA. Code §2.2-4312). During the performance of a contract where Contractor's compensation is more than \$10,000, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
11. **Workers' Compensation Coverage** (Construction Contracts) (VA. Code §2.2-4332). No contractor shall perform any work on an Authority construction project unless and until he has obtained, and continues to maintain for the duration of the work, workers' compensation coverage required pursuant to the provisions of Chapter 8 (§ 65.2-800 et seq.) of Title 65.2.
12. **Contractor's License** (Construction Contracts) (VA. Code §54.1-1115). No individual or business entity shall contract for, or bid upon, the construction, removal, repair, or improvements to or upon real property owned, controlled, or leased by Authority without a state-issued license or certificate or without the proper class of license as defined in VA. Code § 54.1-1100 for the value of work to be performed.
13. **Purchase of building materials, etc., from architect or Engineer prohibited** (VA. Code §2.2-4374). No building materials, supplies, or equipment for any building or structure constructed by or for the Authority shall be sold by or purchased from any person employed as an independent contractor by the Authority to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership,

association or corporation in which such architect or Engineer has a personal interest. No building materials, supplies, or equipment for any building or structure constructed by or for the Authority shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies, or equipment to be used in the building or structure to the independent Contractor employed by the Authority to furnish architectural or engineering services in which such person has a personal interest. For purposes of this paragraph, the term "personal interest" shall have the meaning set forth within VA. Code §2.2-3101.

14. **Bonds and alternate forms of security** (VA. Code §§2.2-4337 and -4338). Where any payment or performance bond, with surety, is required, each of the bonds shall be executed by one or more surety companies selected by the Contractor that are authorized to do business in Virginia. Each of the bonds shall be filed with Authority. In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the Authority attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for a required bid, payment, or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to Authority equivalent to a corporate surety's bond.
15. **Required Insurance.** The specific insurance requirements for this contract, if any, ("Required Insurance") have been specifically set forth within the Specifications/Special Terms and Conditions of the procurement documents. All policies of Required Insurance shall be issued by a company authorized to do business within the Commonwealth of Virginia. (See VA. Code§38.2-518).
Prior to award, the Contractor shall be required to demonstrate that it has obtained the Required Insurance, and that each Required Insurance Policy has been endorsed (i) to name Authority, its officers, employees and agents as additional insured parties, and (ii) to confer rights upon Authority to receive at least 30 days' advance notice of cancellation or nonrenewal. Proof of insurance and required endorsements shall be demonstrated through the production of copies of the Required Insurance policies and endorsements or other evidence satisfactory to Authority. If a standard form insurance certificate is utilized, the insurance certificate must contain the Policy ID number(s) as well as the specific Endorsement Number(s), along with a description of the purpose(s) of the referenced endorsements.
16. **Prompt Payment by Authority** (VA. Code §§2.2- 4352, 2.2-4353) Authority shall promptly pay for the completed, delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of the goods or services; or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after the invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Unless otherwise provided under the terms of the contract for

the provision of goods or services, if Authority fails to pay by the required payment date, the Authority shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In those cases where payment is made by mail, the date of postmark shall be deemed the date payment is made.

17. **Contractor's Tax ID** (VA. Code §2.2-4354(2)). Notwithstanding the foregoing, Contractor shall have no right to receive payment from Authority unless and until (i) for an individual contractor, the Contractor must provide his social security number to the Authority, and (ii) for proprietorships, partnerships, and corporations, any such entity must provide its federal employer identification number to the Authority.
18. **Notice of defects or impropriety** (VA. Code §2.2-4352). Within 20 days after the receipt of an invoice or of goods or services, the Authority shall notify the supplier of any defect or impropriety that would prevent payment by the payment date.
19. **Interest.** Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month on amounts owed by Authority to Contractor, which remain unpaid by the required payment date. (See VA Code §2.2-4354)
No interest penalty shall be charged when payment is delayed because of disagreement between the Authority and a vendor regarding the quantity, quality, or time of delivery of goods or services or the accuracy of any invoice received for the goods or services. The exception from the interest penalty provided by this paragraph shall apply only to that portion of a delayed payment that is actually the subject of the disagreement and shall apply only for the duration of the disagreement.
20. **Retainage (Construction Contracts)** (VA. Code §2.2-4333). In any construction contract that provides for progress payments in installments based upon an estimated percentage of completion, the Contractor shall be paid at least 95 percent of the earned sum when payment is due, with no more than 5 percent being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract for a public project that provides for similar progress payments shall be subject to the provisions of this Section.
21. **Escrowed Retainage (Construction Contracts)** (VA. Code §2.2-4334). For a construction contract involving \$200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, where portions of the contract price are to be retained, the Contractor is authorized to elect to utilize an escrowed retainage procedure, via notification submitted with its bid submission. In the event the Contractor elects to use the escrow account procedure, the Contractor shall execute an escrow form, substantially the same as that used by VDOT, and shall submit the executed escrow form to Authority within 15 calendar days after notification. If the escrow agreement is not submitted within the 15-day period, the Contractor shall forfeit his rights to the use of the escrow account procedure. Any designated escrow agent shall be a trust company, bank, or savings institution with its principal office located in the Commonwealth.

If the construction contract includes payment of interest on retained funds, the Contractor shall, exclusive of reasonable circumstances beyond the control of the Contractor, be required to pay a penalty specified within the construction contract for each day exceeding the completion date stated in the contract.

22. **Payment of subcontractors required** (VA. Code §2.2-4354) Within seven days after receipt of amounts paid to the Contractor by Authority for work performed by the subcontractor under that contract the Contractor shall: (a) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or (b) notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from Authority for work performed by the subcontractor under that contract, except for amounts withheld as allowed in (b), above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor pursuant to this payment clause shall not be construed to be an obligation of Authority. No contract modification shall be made for the purpose of providing reimbursement for the interest charge, and no cost reimbursement claim shall include any amount for reimbursement for the interest charge.
23. **Contract disputes and claims** (VA. Code §2.2- 4363). Written notice of the Contractor's intention to file a claim, whether for money or other relief, shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. Contract claims, whether for money or other relief, shall be submitted in writing to the Authority no later than 60 days after the Contractor's receipt of final payment; provided, however, that written notice of the Contractor's intention to file a claim shall have been given at the time of the occurrence, or at the beginning of the work, upon which the claim is based. Claims shall be considered by Authority in accordance with VA Code §2.2-4363. The final decision of Authority shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by Authority by instituting legal action as provided in VA Code §2.2-4364.
24. **Trade Secrets; Proprietary Information.** Except as provided in VA Code §2.2-4342, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act (VA Code § 2.2-3700 et seq.). Any inspection of procurement transaction records under this Section shall be subject to reasonable restrictions to ensure the security and integrity of the records. Trade

secrets or proprietary information submitted by a bidder in connection with a procurement transaction or prequalification application shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.), provided that the bidder must (i) invoke the protections of the referenced VA. Code section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Each bidder is solely responsible for protecting its trade secrets or proprietary information in accordance with these instructions.

25. **Applicable Law.** Any contract resulting from an Authority procurement transaction shall be governed in all aspects by the laws of the Commonwealth of Virginia, without regard to conflict of laws' provisions, and any litigation with respect thereto shall be brought in the Circuit Court for Albemarle County, Virginia.
26. **No Collusion** (VA. Code §18.2-498.4). Any person offering or agreeing to transact business with Authority may be required to submit a certification that the offer or Agreement or any claim resulting therefrom is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under this article.
27. **No Waivers of Sovereign or Governmental Immunity.** No action or omission of Authority, and no terms, conditions or provisions within any contract resulting from this procurement transaction, shall be deemed or construed as a waiver of any sovereign or governmental immunity to which Authority may be entitled under the laws of the Commonwealth of Virginia, or any applicable federal law.

EXHIBIT A – Terminal (Counter) Space Location

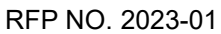


EXHIBIT B – Ready/Return Parking Layout

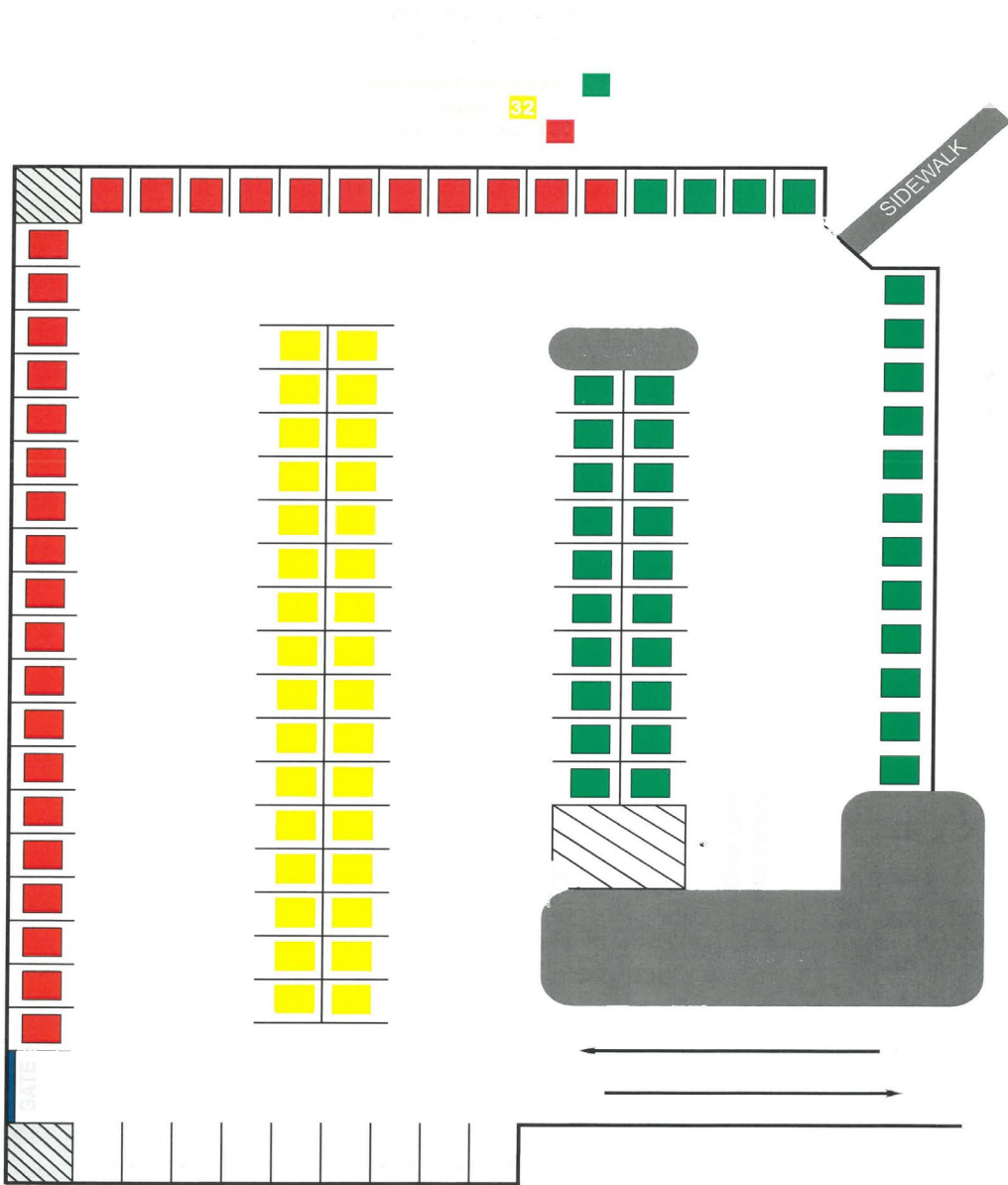
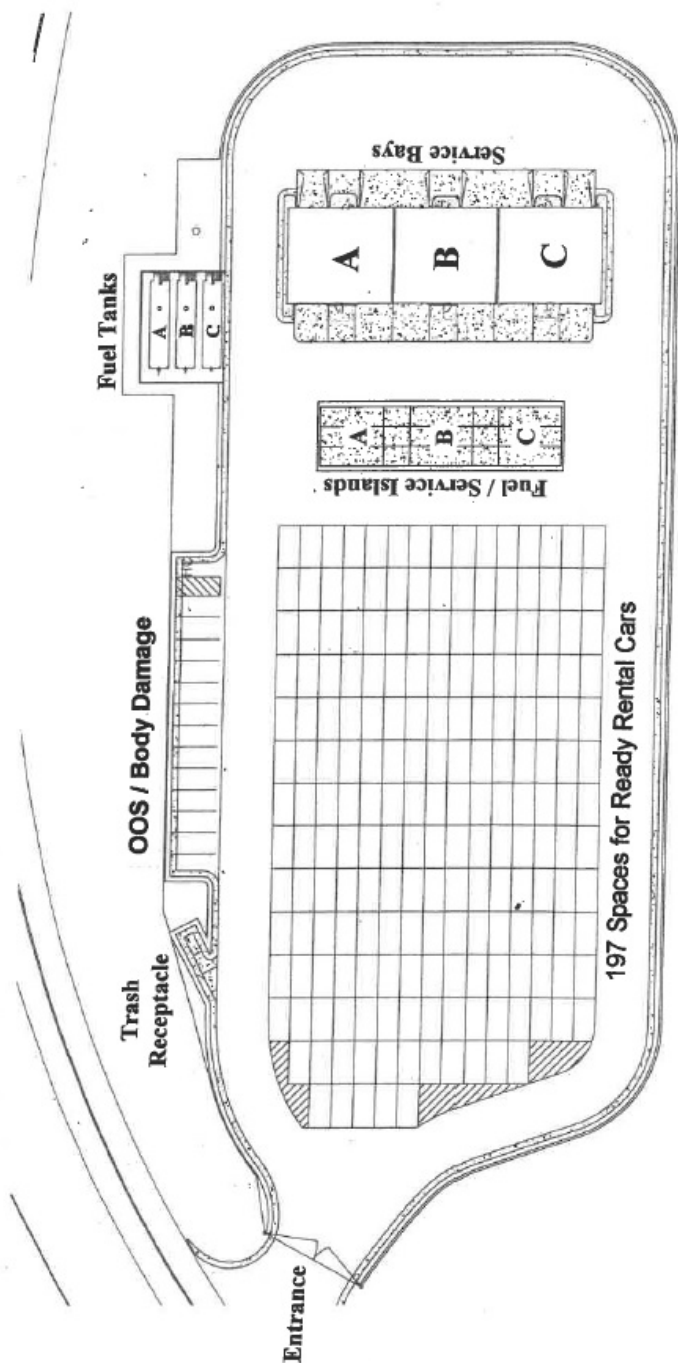


EXHIBIT C – QTA Layout

Exhibit C



SCALE: 1" = 40'

EXHIBIT D – Rental Car Service Facility Responsibility Checklist

#	Component	Improvements	Maintenance	Note
SERVICE FACILITY AREA				
	Authority	Concessionaire	Authority	Concessionaire
1	GENERAL			
2	General Utility Improvements	X	X	
3	Fuel Tank System	X	X	
4	Two (2) fuel nozzles per fuel dispensing line	X	X	
5	Fuel Monitoring System	X	X	
6	Site lighting in Quick-Turn-Around (QTA) and vehicle storage areas	X	X	
7	Vapor proof lighting within wash bays	X	X	
8	Lighting at fuel/vacuum island	X	X	
9	Common Space Landscaping Area	X	X	
10	QTA Pavement	X	X	
11	Roadway Connection between existing ready/return and QTA	X	X	
12	QTA roadway and fire access	X	X	
13	QTA to perimeter roadway - Security Equipment	X	X	
14	QTA perimeter security	X	X	
15	Striping of vehicle storage and stacking areas	X	X	
16	Copper		X	
17	Security Equipment Card Reader System	X	X	
18	Fire Sprinkler System	X	X	
19	Carwash/admin/maintenance building (Shell)	X	X	
20	Carwash/admin/maintenance building (Equipment and HVAC)	X	X	
21	Pre-engineered metal canopy over fuel islands	X	X	
22	Employee restroom, janitor's room, and water fountain for each rental agency administrative space	X	X	
23	Fuel Fleeting/Defueling Area	X	X	
24	Prewash area at entrance of wash bay	X		
25	Concrete slab for carwash building	X	X	
26	Furniture and fixtures		X	
27	In Terminal Rental agency administrative space finishes	X		
28	Trash Pick-Up and Dumpster Areas	X	X	
29	Rental agency specific Closed Circuit Television (CCTV) system		X	
30	Hose reels at each vacuum station	X	X	
31	Piping for air hose reel	X	X	
32	Stainless Steel Windshield Washer Fluid (WWF) piping materials and installation	X	X	
33	Air compressors (size and quantity to be determined)	X	X	
34	Vacuum	X	X	
35	Convenience power outlet at each lane of fuel island	X		
36	Carwash equipment packages	X	X	
37	WWF Tank	X	X	
38	Roadway Signage	X	X	