

GULFPORT-BILOXI REGIONAL AIRPORT AUTHORITY
14035-L AIRPORT ROAD
GULFPORT, MISSISSIPPI 39503

**PERMIT APPLICATION AND AGREEMENT FOR A
GROUND TRANSPORTATION BUSINESS PERMIT**

APPLICANT: _____

PURPOSE: **GROUND TRANSPORTATION OPERATOR**

Category: _____

In consideration of the issuance of a *Ground Transportation Business Permit* from the Gulfport-Biloxi Regional Airport Authority (hereinafter referred to as GBRAA), permitting Applicant to do business at the Airport, the Applicant agrees to comply with all provisions and requirements in this document throughout the term of the Permit (and all renewal terms, if any), beginning _____, 20____, and ending September 30, 20____.

It is understood and agreed that this Permit may be renewed each year for a one (1) year term by the Governing Board of the GBRAA upon payment of the permit fee on or before the time due; provided Applicant has complied with all requirements herein and with the **GBRAA Rules, Regulations and Fees**. The renewal term shall begin October 1 and end September 30 of each year. Should either party desire to terminate this Agreement, notice shall be mailed to the other party at its regular business address not less than thirty (30) days before the termination date.

1. Insurance and Indemnity. Applicant will maintain automobile contractual and comprehensive general liability insurance in the minimum amounts prescribed in the **GBRAA Rules, Regulations and Fees** covering all business operations, employees and customers. TNC Applicants shall comply with Mississippi Code Ann. § 77-8-1 *et. seq.*, and the Department of Insurance rules and regulations as promulgated from time to time. The undersigned further agrees to fully indemnify and hold harmless the GBRAA, its officers, directors, employees and agents from any and all third party claims whatsoever arising out of business operations for which this Permit Application relates, except in the event that such claim is solely related to negligent acts or willful misconduct by GBRAA. Written proof of insurance in the form of an original Certificate of Insurance is required to be submitted with this Application and updated annually in order for the renewal term to be in effect. The following is a summary of Applicant's required insurance policies:

<u>Insured Category</u>	<u>Coverage Amount</u>	<u>Insurer</u>	<u>Policy No.</u>
Automobile Liability	_____	_____	_____
Contractual Liability	_____	_____	_____
Comp. Gen. Liability	_____	_____	_____

2. Amending Insurance. It is understood and agreed that GBRAA has the right to amend the insurance requirements stated in the **GBRAA Rules, Regulations and Fees**, to reflect new minimum insurance standards for *Ground Transportation Businesses* and similar businesses operating at the Airport after written notice to the undersigned and the undersigned agrees to adjust its coverage accordingly by the compliance date, which date shall be no less than sixty (60) days after the date such amendment is adopted. GBRAA agrees it will not require the undersigned to carry insurance which GBRAA does not require of similar businesses without cause.
3. Permit Fee. Applicant hereby agrees to pay a non-refundable Business Permit fee as prescribed in the **GBRAA Rules, Regulations and Fees**, with the submission of this Application to defray administrative costs incurred in the consideration of this Application. Said Business Permit fee shall be payable annually in October and/or prorated monthly for any period of less than one (1) year at the option of GBRAA.
4. Purpose. Applicant agrees that the Permit issued pursuant to this Application, is for the operation of a *Ground Transportation Business* only; and agrees that any business operation other than a *Ground Transportation Operation* is expressly prohibited on Airport premises. Applicant agrees to operate its business activity at the Airport only in the areas designated by the GBRAA, and Applicant agrees that these designated areas may be changed from time to time by the GBRAA. Applicant also acknowledges and agrees that this Permit does not constitute a lease of any property, real or personal, from the GBRAA to Applicant.
5. Compliance with Laws. It is understood and agreed that Applicant shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, the State of Mississippi, the County of Harrison, the City of Gulfport, the GBRAA and all agencies thereof which may be applicable to its operation or to the operation, management, maintenance or administration of the Airport now in effect or hereafter promulgated; and further, Applicant will display to GBRAA any and all permits, licenses or other evidences of compliance with all laws upon request by GBRAA. Applicant, by executing this Agreement, specifically acknowledges understanding of the applicable **GBRAA Rules, Regulations and**

Fees, which are attached hereto as **Exhibit "A"**, and agrees to observe and comply with such and any changes made to such throughout the term of this Agreement.

6. Business Information. Applicant, in consideration of the issuance of a *Ground Transportation Business Permit* from the GBRAA, also submits the following information and verifies its completeness and accuracy:

(A) Trade Name/Brand Name: _____

(B) Legal Business Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Facsimile: _____

Executive e-mail address: _____

Company Website address: _____

(C) If a Corporation:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

State of Incorporation: _____

Gulfport Manager: _____

(D) If an LLC or Partnership, for each Member or Partner:

1. Name: _____

Address: _____

City/State/Zip: _____

MS Driver's License No.: _____

Date of Birth: _____

2. Name: _____

Address: _____

City/State/Zip: _____

MS Driver's License No.: _____

Date of Birth: _____

3. Name: _____

Address: _____

City/State/Zip: _____

MS Driver's License No.: _____

Date of Birth: _____

(E) If a Sole Proprietor:

1. Name: _____

Address: _____

City/State/Zip: _____

MS Driver's License No.: _____

Date of Birth: _____

- (F) Have you or any officer of your company, either as an individual Applicant, Partner, Member of an L.L.C., Corporate Stockholder, Corporate Officer or otherwise (excluding TNC drivers), ever had an ownership interest in any business which held a permit or otherwise operated any business at the Airport?

_____ Yes _____ No

(1) If yes, under what name did you operate? _____

(2) If yes, give dates of operation at the Airport: _____

(3) List the names of all other principals (whether individual or corporate) who were involved in the operation of any such previous business: _____

- (G) Are any sums owed by you or a business entity in which you held any interest to GBRAA from any previous operations conducted at the Airport under any other business name over the past five (5) years?

Yes _____ No _____

(1) If Yes, state amount owed: _____.

(2) State identity of individual or entity in whose name said sums are owed: _____

- (H) Is Applicant purchasing a commercial operation or the assets of the commercial operation that is currently doing business at the GBRAA?

Yes _____ No _____

(1) If yes, identify the name of the business entity. _____

- (I) Is Applicant purchasing a commercial operation or the assets of a commercial operation that has conducted business at the GBRAA within the past five (5) years?

Yes _____ No _____

(1) If yes, identify the name of the business entity. _____

- (J) Have any of the Applicant's employees, owners, partners, shareholders, or members (excluding TNC drivers) been affiliated with a commercial operator that is currently doing business at the GBRAA, or has done business at the GBRAA within the past five (5) years? Yes _____ No _____

(1) If yes, identify the name of the business entity. _____

- (K) Also in consideration of the issuance of a *Ground Transportation Business Permit* by GBRAA, Applicant covenants to report to GBRAA any changes of any of the information stated in this Application and Agreement, within seventy-two (72) hours of said changes. Applicant shall report timely to GBRAA any Airport activity or ownership interest in a business in arrears or owing any fees or charges to GBRAA for current or previous operations conducted at the Airport, regardless of whether Applicant was previously operating under a different name.

7. Fees and Charges. In addition to the annual Business Permit Fee required in **Paragraph 3** above,

Applicant agrees to pay to GBRAA a *Ground Transportation Facility Use Fee* each month, payable on the 20th day of each month for the preceding month's receipts, per **GBRAA Rules, Regulations and Fees, Chapter 4**. Applicant authorizes GBRAA to audit all business records and accounts, and Applicant agrees to make said records and accounts available for audit, in accordance with GBRAA Rules, Regulations and Fees, Chapter 4. All rent, rates, fees and charges are revised by the Gulfport-Biloxi Regional Airport Authority from time to time by resolution. When changes occur, GBRAA will use its best efforts to notify Applicant and to provide a new statement of rent, rates, fees and charges. However, failure to receive such notice or statement will not relieve the Applicant for the payment of any increased rent, rates, fees or charges. In the event of non-payment of rents, fees and charges, the Business Permit fee or any other charges due to GBRAA, the GBRAA shall notify Applicant of non-payment by certified mail to Applicant at the address contained in **Paragraph 6**. Applicant shall have ten (10) days from the date said notice was mailed to tender said arrears to GBRAA.

8. Additional Conditions.

A. Applicant has acquired and will maintain all business and motor vehicle permits required by the United States of America, the State of Mississippi, the County of Harrison and the City of Gulfport. Written proof thereof will be provided upon request of GBRAA.

B. Applicant shall park its vehicles only in the parking and pick-up areas designated for *Ground Transportation vehicles*, and will abide by all standards, regulations and resolutions published or adopted by GBRAA.

C. In the event Applicant violates any of the provisions in this Permit Application, or otherwise fails to comply with any of the provisions in this Permit Application, GBRAA will send Applicant by certified mail to the address contained in **Paragraph 6**, written notice of violation. Failure of the Applicant to remedy such violation or failure to comply within ten (10) days from the date said Notice was mailed shall constitute a default, triggering the immediate revocation of this Business Permit, as stated in **Paragraph 8.D**.

D. In the event of default by Applicant, all monies owed Gulfport-Biloxi Regional Airport Authority shall become immediately due and payable. In the event of default by Applicant, this Permit is immediately revoked. In the event of default by Applicant, Applicant shall immediately stop all

business operations at the Airport and Applicant shall immediately vacate the Gulfport-Biloxi International Airport. In the event of default, all privileges permitted or granted Applicant by GBRAA are immediately cancelled and revoked.

E. It is understood and agreed that in the event GBRAA uses the services of an attorney or attorneys to enforce the provisions of this Agreement, then in that event, the undersigned shall be liable to GBRAA for a reasonable attorney's fee incurred by GBRAA, in addition to any damages sustained by GBRAA.

Completed and signed on this the ____ day of _____, 20__.

APPLICANT: _____

PERSON: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

OPERATING PERMIT

On _____, 20 __, the Commissioners of the Gulfport-Biloxi Regional Airport Authority approved the foregoing Application for a *Ground Transportation Business Permit*, subject to all provisions, requirements, terms and conditions set forth therein.

Chairman, Gulfport-Biloxi Regional Airport Authority