

GROUND TRANSPORTATION RULES AND REGULATIONS

MONTROSE REGIONAL AIRPORT

Montrose, Colorado



Revision date: December 2014

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**GROUND TRANSPORTATION RULES AND REGULATIONS
MONTROSE REGIONAL AIRPORT**

I. DEFINITIONS

- A. “Airport Administration” shall mean a member of management of the Montrose Regional Airport or any individual designated by the Airport Administration to act in his/her behalf, including designated Airport Security Coordinators.
- B. “Bus” shall mean any vehicle that provides for the carriage of persons and property to and from the Airport designed to carry 26-40 passengers.
- C. “Cab” shall mean a chauffeur-driven vehicle for hire having a capacity of eight passengers or less and which operates on demand over routes determined by the destination of the passenger.
- D. “Commercial Vehicle” shall mean any ground transportation vehicle, whether a car, cab, courtesy vehicle, small bus or van, bus, or large bus, that provides for the carriage of persons and property to and from the Airport for which the passenger, either directly or indirectly, pays a charge. Rental vehicles driven by the consumer are not subject to these Rules and Regulations. However, rental cars delivered to or picked up from the Airport by off-Airport rental car companies when operated by the rental car company employees and shuttle vehicles used by off-Airport rental car companies to pick up or deliver customers to the Airport are considered Commercial Vehicles and are subject to these Rules and Regulations. References to ground transportation vehicles herein shall mean Commercial Vehicles as defined in this paragraph.
- E. “Courtesy Vehicle” shall mean a vehicle, regardless of size, which regularly carries persons between the Airport and off Airport locations for which no charge is paid directly by passenger.
- F. “Employee” and/or “Independent Contractor Driver” shall mean any employee, independent contractor driver, officer, or director of a Provider, or any other individual who operates a Commercial Vehicle or provides other service at the Airport for a Provider, and includes an individual Provider.
- G. “Large Bus” shall mean any vehicle that provides for the carriage of persons and property to and from the Airport designed to carry in excess of 40 passengers.
- H. “Person” shall mean any individual, partnership, corporation, joint venture, or other legal entity.
- I. “Provider” shall mean the owner or operator of a Commercial Vehicle. Corporations, partnerships, and other entities controlled by the same individual or group of individuals shall, for purposes of the Policy, be considered to be a single

Provider. The actions and omissions of all employees, independent contractor driver, officers, directors, and agents of a Provider shall be deemed to be the acts or omissions of the Provider. Whenever an obligation, condition or requirement applies to a Provider, it shall apply equally to the Provider's employees, officers, directors and agents.

- J. "Small Bus" or "Van" shall mean a vehicle designed to carry more than 8 but less than 26 passengers.
- K. "Solicitation" shall mean communication or attempted communication for the purpose of encouraging a potential customer to engage a Provider for transportation in a Commercial Vehicle. Solicitation includes, but is not limited to, distribution of handbills, mime and oral communication, and the display of signs by drivers in the terminal building.
- L. "Terminal" shall mean the passenger terminal building at the Airport for scheduled air carriers.

II. USE OF AIRPORT FACILITIES

- 2.1 Grant of Exclusive Use. Subject to terms, limitations and conditions of, and to the extent Provider is authorized by an executed Agreement, Terminal Franchises have the right to do business within and upon the Airport facilities designated and leased by the same.
- 2.2 Grant of Non-Exclusive Use. Subject to the terms, limitations and conditions of, and to the extent Provider is authorized by an executed Agreement to operate a class or classes of Commercial Vehicles at the Airport, Provider is granted the use, in common with others similarly authorized, of the non-exclusive loading, unloading, and parking areas by reference to the Parking Area Layout Plan (the "Layout"), additional copies of which can be obtained through the Airport Administration Office.
- 2.2.1 Rental cars shall be parked only in assigned spaces or within the designated gravel lot at the north end of the Terminal driveway. Employees of rental car companies may drive a rental car to the front curb to pick up customers. At no time is a rental car to be left unattended at the front curb.
- 2.2.2 All ground transportation vehicles shall unload passengers only in the areas designated "Ground Transport Drop-Off". The "5-minute" area on the curb may be used up to twenty feet (20') past the south entry doors if, and only if, that curb space is otherwise completely empty of non-commercial traffic.
- All ground transportation vehicles shall load passengers only in the areas designated "Ground Transport Pick-up".
- Ground transportation vehicles may be stopped no more than two (2) deep, parallel to the curb, but may, if no impedance is made to traffic, back to the curb at a 45° angle. At no time is any ground transportation vehicle to be left unattended at the front curb. If at any time the designated curb areas are already at maximum capacity, ground transportation vehicles may utilize the Southwest edge of the Gravel Lot designated as "Employee Parking" for a time period not to exceed two (2) hours.
- 2.3 Right of Ingress and Egress. Provider, its employees, independent contractor drivers, and customers, shall have at all times the right of ingress to and egress from the spaces designated for their use over the access routes set forth on the Layout.

2.4 Limitation on Use.

- 2.4.1 Provider's use of the Airport authorized and granted by an executed operating agreement with Montrose County shall be limited to the operation of a ground transportation service for the carriage of persons and property as specified in said agreement.
- 2.4.2 Each Provider must have in force an executed Agreement; no Provider shall be allowed to sublease or do business through another Provider or Terminal Franchise.
- 2.4.3 Each Provider shall have the right at their option and expense to advertise within their leased space in the Airport, if any exclusive space is leased, and to provide phone board service for their customers through the Airport's designated agent.
- 2.4.4 Provider's use of the Airport or any portion thereof, including exclusive use spaces, may be temporarily restricted by the Airport Administration to the extent the administration deems necessary to protect or enhance public health or safety, in the event of emergency or as necessary for security.

III. OBLIGATIONS OF PROVIDER

The provisions specified in this Section III shall apply to all Providers operating at the Montrose Regional Airport. However, in the event of a conflict between these provisions and the specific operating agreement between the Provider and Montrose County authorizing operations on the Airport, the operating agreement shall control.

- 3.1 Payment of Fees. Provider agrees to pay the County fees for the uses, services, and privileges granted hereunder, according to the following schedule:
 - 3.1.1 Terminal Franchises:
--Providers shall pay the rent as set forth in an executed Lease Agreement with the County.
 - 3.1.2 Curb Permit Franchises:
--are as specified in the Off Airport Ground Transportation Agreement in place between the Provider operating an Off-Airport business and Montrose County.

--permits and insurance must be acquired prior to operation.

--permit holder, per vehicle, charges will be adjusted for each renewal year based upon the annual Consumer Price Index or as specified in the executed operating agreement.
 - 3.1.3 Special Events: Special Event permits are available for Providers desiring to operate a commercial vehicle at the Montrose Regional Airport on a very limited basis (i.e. diversion of flights, charters, etc.), pursuant to a written agreement between the Provider and the Director of Aviation. The fee for each single trip shall be: 1-10 passengers \$100; 11-20, \$200; 21-30, \$300; 31-40, \$400; 41-50, \$500; and over 50 passengers, \$600.
 - 3.1.4 Off-site car rentals: Are required to obtain an operating agreement authorizing a Provider to conduct rental car operations at the Airport from off-Airport locations
 - 3.1.5 Courtesy Vehicles: Lessee's agents may, if utilizing the paid parking lot, enter the terminal and stand within twenty feet (20') of the north entry doors to display a sign bearing only the name(s) of the passenger(s). Arriving passengers may locate their assigned agent and escort them back to the baggage claim area to assist with baggage identified by passenger as their own; Lessee's agents may not wait for passengers within the baggage claim area. Solicitation of passengers is not allowed. At no time are ground transportation vehicles to be left unattended at the front curb. Courtesy vehicle companies utilizing Montrose Regional Airport are required to provide proof of insurance upon request.

3.2 Terms and Conditions of Payment.

3.2.1 All annual fees due the Airport under Paragraphs 3.1.1 through 3.1.4 above shall be paid by the Provider at the time of execution of an Agreement.

3.3 Insurance. Provider shall have the obligation to insure, at Provider's expense for general public liability for injury to persons and property in such amounts as are specified in the operating agreement and with respect to Provider's use of each vehicle operated at the airport. Said policy shall include an endorsement covering the indemnity owed by Provider to the Airport under this Agreement. Provider shall, at the Airport Administration's request, furnish current certificates of insurance to the Airport.

3.4 Indemnification of Airport and Montrose County. Provider agrees to indemnify the Airport and Montrose County against all liability for injuries to persons or damage to property caused by Provider's negligent operations to, from and at the Airport, other than injuries or damage caused by the gross negligence or willful misconduct of the Airport.

3.5 Parking and Operation of Vehicles. In addition to the parking requirements contained in paragraph 2.2.2, Provider agrees to observe the following requirements with respect to parking and operation of Commercial Vehicles at the Airport:

3.5.1 Provider shall not park Commercial Vehicles at the Airport overnight, unless specifically authorized by agreement with the Airport Administration in pre-arranged specific areas.

3.5.2 Provider shall load and unload passengers and property and shall park Commercial Vehicles only in areas designated for that class of Commercial Vehicle and for Provider's use.

3.5.3 Reservations may be picked up out-of-turn by cabs as long as the cab driver has the name(s) of the arriving passenger(s), and there is sufficient time and space to load passenger(s) without obstructing traffic.

3.5.4 Provider shall adhere to traffic laws, posted signs, and pavement markings.

3.5.5 Commercial Vehicles shall not be left unattended in loading and unloading spaces except as may be necessary to assist a passenger with baggage.

- 3.5.6 Provider/Employee shall not operate any Commercial Vehicle to, at, or from the Airport which is unsafe or which fails to meet safety standards applicable to such vehicle.
- 3.5.7 Provider shall at all times obey the lawful instructions of the Airport Administration with respect to the loading, unloading, parking and operation of Commercial Vehicles upon the Airport and the conduct of Employees and/or Independent Contractor Drivers at the Airport.
- 3.6 Provision of Information. Provider shall submit to the Airport Administration, upon request, copies of current city, county, state or other permits and insurance pertaining to transportation of passengers and/or freight.
- 3.7 Rate Cards. Provider will cause a rate card to be posted and displayed in each commercial vehicle at all times when it is being operated to, at or from the Airport. The rate card shall be in a reasonable form and posted in a location determined by the Airport Administration or by other applicable governing entity.
- 3.8 Conduct and Qualification of Employees and/or Independent Contractor Drivers.
 - 3.8.1 Provider shall make all Employees and/or Independent Contractor Drivers aware of Provider's responsibilities under these Rules and Regulations and its executed Agreement.
 - 3.8.2 Provider and its Employees and/or Independent Contractor Drivers shall not engage in solicitation other than allowed by their contract at the Airport. The Provider and its Employees and/or Independent Contractor Drivers are expressly forbidden from engaging in any form of solicitation with individuals or groups other than the pre-arranged reservation and shall not loiter in the Terminal or its environs nor enter the security screening or baggage areas. A driver may utilize the restroom facilities of the Airport, while abiding by all other Rules and Regulations. During such time, ground transportation vehicles may utilize the Southeast edge of the Gravel Lot designated as "Employee Parking".
 - 3.8.3 Only Employees and/or Independent Contractor Drivers who are properly licensed and qualified with respect to the Commercial Vehicle operated shall be permitted by Provider to operate such vehicle upon the Airport. Provider shall submit to Airport Administration its list of authorized drivers (see Attachment 2); any changes to this list must be submitted within five (5) days of the change. This listing must be submitted with the executed Agreement.
 - 3.8.4 Employees and/or Independent Contractor Drivers shall at all times have a neat, clean and modest appearance. Clothing shall include shoes and

shirts and may bear reasonable insignia indicating affiliation with Provider.

- 3.8.5 Employees and/or Independent Contractor Drivers of Providers may not meet reservations at baggage pickup area, airline counter, or any other area than that specified by the Airport Administration.
- 3.8.6 Provider shall ensure that all Employees and/or Independent Contractor Drivers attend orientation sessions that the Airport Administration may schedule from time to time.
- 3.8.7 Provider and its Employees and/or Independent Contractor Drivers shall at all times obey the lawful instructions of the Airport Administration with respect to the loading, unloading, parking and operation of Commercial Vehicles upon the Airport, and the conduct of Employees and/or Independent Contractor Drivers at the Airport.

3.9 Registration of Commercial Vehicles.

- 3.9.1 Provider agrees to register with the Airport Administration each Commercial Vehicle it utilizes in providing service at the Airport, and not to use any unregistered vehicle to provide such service (see Attachment I and Section V below). This registration must be submitted with the executed Agreement.
- 3.9.2 Provider agrees that prior to using at the Airport any Commercial Vehicle not previously registered; said vehicle will be brought to the Airport for category determination and registration by the Airport Administration.
- 3.9.3 Provider must submit written notice of change of registration of vehicles to the administration office within 10 days of change.
- 3.9.4 At the discretion of Airport Administration, decals may be issued to commercial vehicle operators for display on commercial vehicles operating at the Airport.
- 3.9.5 Each Commercial Vehicle operated at the Airport shall bear a sign or operator number that clearly discloses the vehicle is operated by a commercial transportation Provider.

IV. TERMINATION, SURRENDER AND DAMAGES

The provisions specified in this Section IV shall apply to all ground transportation Providers operating at Montrose Regional Airport. However, in the event of a conflict between these provisions and the specific operating agreement between the Provider and Montrose County authorizing operations on the Airport, the operating agreement shall control.

- 4.1 Termination by Provider. Provider may terminate its executed Agreement by providing written notice to the Airport. Termination shall not entitle Provider to a refund of fees paid in advance or to monies owed as a result of completed business.
- 4.2 Termination or Suspension by Airport or Montrose County.
 - 4.2.1 If Provider fails to make any payment due hereunder within ten (10) days after notice of the overdue payment is sent to Provider at the address set forth for Provider, Airport may, at its option, and in addition to other remedies, terminate the executed Agreement with Provider.
 - 4.2.2 The Airport shall have the right to terminate any Agreement in the event of the appointment of receiver of Provider's assets or the default by Provider in the performance of any covenant or agreement herein required to be performed by Provider other than the payment of money, and the failure of Provider to remedy such default for a period of twenty (20) days after receipt from Airport of written notice to remedy the same.
- 4.3 Delayed Termination or Suspension. In the event of default by Provider, the Airport Administration may impose termination or suspension of authority immediately, or delay such suspension or termination for imposition during the next period in which Airport enplanements again approximate the period during which the violation(s) occurred. Violations and defaults under this Agreement may be considered by the Airport Administration in imposing suspensions or termination under any successor agreement.

V. OPERATION OF NON-REGISTERED VEHICLES

The fees required to be paid under Section III, as stated above, for each vehicle operated shall apply to and be paid for any vehicle that Permit Holder operates for any amount of time at the Montrose Regional Airport during the Term of this Agreement, regardless of whether Permit Holder owns, leases or operates said vehicle pursuant to some other arrangement.

- 5.1 Permit Holder shall register all vehicles operated at the Airport prior to conducting any commercial ground transportation operations with such vehicle at the Airport.
- 5.2 If Permit Holder operates an unregistered vehicle at the Airport, the Permit Holder shall be subject to the following penalties:
 - 1st violation - \$100 fine for each unregistered vehicle
 - 2nd violation - \$250 fine for each unregistered vehicle
 - 3rd violation - \$500 fine for each unregistered vehicle
 - 4th violation - County may at its discretion declare a material breach and terminate this Agreement and all Airport operating privileges in accordance with this Section V and the operating agreement between the Provider and the County.
- 5.3 Any fine assessed to Permit Holder for the operation of unregistered vehicles at the Airport shall be sent by invoice in accordance with Section 6 of the Ground Transportation Agreement and shall be paid within twenty-one (21) days of the date of the invoice.
- 5.4 Permit Holder may contest the imposition of any fine by submitting a written request for appeal, which request shall be delivered to the Montrose Regional Airport Director of Aviation, within twenty-one (21) days of the date of the invoice assessing such fine.
- 5.5 Upon the receipt of a request for an appeal, a hearing before the Director of Aviation will be scheduled. At the hearing, evidence as to whether Permit Holder has operated an unregistered vehicle may be presented to the Director of Aviation. At the conclusion of such hearing, if the Director of Aviation finds, based on the evidence presented, that the Permit Holder operated an unregistered vehicle at the Airport for its commercial ground transportation purposes, then the Permit Holder shall immediately make payment of the fine assessed. If the Director of Aviation finds that the Permit Holder did not operate an unregistered vehicle, then no fine payment shall be required.
- 5.6 The failure to submit a written request for an appeal with the Director of Aviation within twenty-one (21) days of the date of the invoice assessing the fine shall be deemed to be a waiver of the right to appeal the fine.

- 5.7 If the Permit Holder fails to pay a fine when due, either within the time specified from the date of the invoice or upon a finding that the Permit Holder operated an unregistered vehicle in violation of this Agreement following a hearing on an appeal, whichever is the later date, then County may at its discretion declare a material breach and terminate this Agreement and all Airport operating privileges.

VI. MISCELLANEOUS

- 6.1 Subordination. These Rules and Regulations are expressly subject to the terms and conditions of all applicable federal, state and local laws, rules and regulations.
- 6.2 Non-Discrimination. The Provider, in operations at and use of the Airport, shall not, on the grounds of race, color, national origin or sex, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable law. The Provider shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964.
- 6.3 Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- 6.4 Non-Waiver. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of these Rules and Regulations shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.
- 6.5 Modification of Rules and Regulations. These Rules and Regulations may be altered, modified, or changed at the discretion of the Airport Administration. If any change is made herein, notification will be sent to all current Permit Holders.
- 6.6 Incident Report. Employees and/or Independent Contractor Drivers of a Provider may submit a written account to the Airport Administration of rule violations or ethical, professional, or safety issues (see Attachment 3).

**ATTACHMENT 1
MONTROSE REGIONAL AIRPORT
VEHICLE REGISTRATION SHEET**

	<u>MAKE</u>	<u>CLASSIFICATION</u>	<u>CAPACITY</u>	<u>TAG NO.</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

PROVIDER _____

BY (NAME/TITLE) _____ **DATE** _____

**ATTACHMENT 2
MONTROSE REGIONAL AIRPORT
AUTHORIZED DRIVER LIST**

PLEASE PRINT OR TYPE NAMES

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

13.

14.

15.

PROVIDER_____

BY (NAME/TITLE) _____ **DATE** _____

**ATTACHMENT 3
MONTROSE REGIONAL AIRPORT
INCIDENT REPORT FORM**

Date _____ Page _____ of _____

Location of Occurrence _____

Date and Time Incident Occurred _____

Type of Incident _____

Reporting Party (Witness)

Name _____

Company Affiliation _____

Business Phone _____ Home Phone _____

Description of Incident: _____

Signature _____ Date _____

ATTACHMENT 4
MONTROSE REGIONAL AIRPORT - ACKNOWLEDGMENT OF
SECTION V OPERATION OF NON-REGISTERED VEHICLES

The fees required to be paid under Section III Obligations of Provider, as stated above, for each vehicle operated shall apply to and be paid for any vehicle that Permit Holder operates for any amount of time at the Montrose Regional Airport during the Term of this Agreement, regardless of whether Permit Holder owns, leases or operates said vehicle pursuant to some other arrangement. Permit Holder shall register all vehicles operated at the Airport prior to conducting any commercial ground transportation operations with such vehicle at the Airport.

If Permit Holder operates an unregistered vehicle at the Airport, the Permit Holder shall be subject to the following penalties: 1st violation - \$100 fine for each unregistered vehicle; 2nd violation - \$250 fine for each unregistered vehicle; 3rd violation - \$500 fine for each unregistered vehicle; and 4th violation - County may at its discretion declare a material breach and terminate this Agreement and all Airport operating privileges in accordance with this Section V and the operating agreement between the Provider and the County. Any fine assessed to Permit Holder for the operation of unregistered vehicles at the Airport shall be sent by invoice in accordance with Section 6 of the Ground Transportation Agreement and shall be paid within twenty-one (21) days of the date of the invoice.

Permit Holder may contest the imposition of any fine by submitting a written request for appeal, which request shall be delivered to the Montrose Regional Airport Director of Aviation, within twenty-one (21) days of the date of the invoice assessing such fine. Upon the receipt of a request for an appeal, a hearing before the Director of Aviation will be scheduled. At the hearing, evidence as to whether Permit Holder has operated an unregistered vehicle may be presented to the Director of Aviation. At the conclusion of such hearing, if the Director of Aviation finds, based on the evidence presented, that the Permit Holder operated an unregistered vehicle at the Airport for its commercial ground transportation purposes, then the Permit Holder shall immediately make payment of the fine assessed. If the Director of Aviation finds that the Permit Holder did not operate an unregistered vehicle, then no fine payment shall be required. The failure to submit a written request for an appeal with the Director of Aviation within twenty-one (21) days of the date of the invoice assessing the fine shall be deemed to be a waiver of the right to appeal the fine.

If the Permit Holder fails to pay a fine when due, either within the time specified from the date of the invoice or upon a finding that the Permit Holder operated an unregistered vehicle in violation of this Agreement following a hearing on an appeal, whichever is the later date, then County may at its discretion declare a material breach and terminate this Agreement and all Airport operating privileges.

Acknowledged: _____ **Date** _____
Signature