



NORTHWEST FLORIDA
BEACHES INTERNATIONAL AIRPORT

Commercial Ground Transportation Rules and Regulations

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Amended: August 23, 2017

Panama City - Bay County
Airport and Industrial District

**PANAMA CITY – BAY COUNTY
AIRPORT AND INDUSTRIAL DISTRICT**

**COMMERCIAL GROUND TRANSPORTATION
RULES AND REGULATIONS**

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**PANAMA CITY – BAY COUNTY
AIRPORT AND INDUSTRIAL DISTRICT**

**COMMERCIAL GROUND TRANSPORTATION
RULES AND REGULATIONS**

10.00 INTENT AND APPLICATION

It is the intent of the Panama City – Bay County Airport and Industrial District to enable parties furnishing ground transportation for hire at the Northwest Florida Beaches International Airport to conduct business in an orderly, safe fashion and to afford the patrons of Northwest Florida Beaches International Airport a safe, efficient method of obtaining ground transportation services. It is also the intent of the District to generate sufficient revenue to support, operate and maintain the Northwest Florida Beaches International Airport facilities. The fees and charges set forth herein are intended to generate revenue and to aid in reasonably allocating the cost and expenses related to the facilities among the operators of commercial activities that benefit from their use of the Airport. These Commercial Ground Transportation Rules and Regulations are not intended to, and shall not, govern the use of Private Passenger Vehicles or Public Buses.

The District expressly reserves the right to amend these CGTRR at any time and in any respect, as well as the right to amend concession agreements entered into by the District and its concessionaires.

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20.00 DEFINITIONS

20.00 **Definitions.** Whenever used in these CGTRR, the term set forth in the Section 20.00 shall have the meanings ascribed to them below.

20.01 “**Active Flight Operations**” means the time period from ten minutes prior to the arrival of a flight until thirty minutes after arrival of a flight; and/or any time passengers are present at the Terminal Building.

20.02 “**Affiliate**” means any other entity or company directly or indirectly controlling or controlled by Company or under direct or indirect common control with the Company. For the purposes of this definition, “control” when used with respect to any entity or company means the power to direct the management and policies of such entity or company, directly or indirectly, through the ownership of voting securities, by contract or otherwise; and the term “controlling” and “controlled” have meanings correlative to the foregoing. Affiliate also includes an owner, partner, shareholder, officer, employee, driver, independent contractor, individual, or agent of a person or company, whether individually, collectively or in any combination, holding a Concession Agreement or who engages in the business of providing commercial ground transportation operations at NWFBI.

20.03 “**Airport**” means the Northwest Florida Beaches International Airport located in Bay County, Florida.

20.04 “**Airport Police**” means the airport police department of the Panama City – Bay County Airport and Industrial district assigned and authorized to perform law enforcement functions at the Northwest Florida Beaches International Airport.

20.05 “**Company**” means any person or business entity that engages in a Ground Transportation Activity, and any person acting under the actual or apparent authority of the Company.

20.06 “**Concession Agreement**” can be a Queue Contract and or a Pre-Arranged contract for ground transportation services and further defined as a contract governing the Ground Transportation Activities of Courtesy Vehicles, Limousine Services, Off-Airport Parking Operators, Off-Airport Rental Car Companies and Taxicab Companies. Companies may have multiple agreements with the Airport.

20.07 “**CGTRR**” means Commercial Ground Transportation Rules and Regulations established by the Panama City – Bay County Airport and Industrial District for use at Northwest Florida Beaches International Airport in Bay County, Florida.

20.08 “**Courtesy Vehicle**” means any motor vehicle operated by hotels, motels, rental car companies or government entities which provide transportation services for their guests or employees only are exempt if the hotel or motel or entity does not charge a transportation fee, surcharge or service fee for the transportation services provided.

20.09 “**District**” means the Panama City – Bay County Airport and Industrial District.

20.10 “**Driver**” means any person who drives any Ground Transportation Vehicle who has successfully completed the Badging Application Form and Driver Qualifications.

20.11 “**Executive Director**” means the Executive Director of the Airport, or their designee.

20.12 “**Ground Transportation Activity**” means all activities directly or indirectly related to the transportation of persons or property to or from the Airport in a Ground Transportation Vehicle.

20.13 “**Ground Transportation Badge**” means the identification media issued by the Airport to a driver who is working for an authorized ground transportation company. All badge media issued by the Airport remain the property of the Airport and may be suspended, or revoked for any reason to include the best interest of the Airport.

20.14 “**Ground Transportation Personnel**” means Permittees, Companies and their agents, employees, representatives, and any person acting under the actual or apparent authority of a Permittee or Company.

20.15 “**Ground Transportation Vehicle**” means any commercial motor vehicle other than a Private Vehicle or Public Bus, which is regularly or occasionally used by a commercial business for the purpose of transporting persons or property to or from the Airport, including without limitation:

- (a) Convention and Tour Buses;
- (b) Courtesy Shuttles;
- (c) Customer Shuttles;
- (d) Limousines; and
- (e) Taxicabs.

20.16 “**Limousine**” means a vehicle designated by its manufacturer and vehicle registration as a limousine or large luxurious chauffeur-driven 4-door sedan. Unmetered, luxurious, large passenger vehicle, built or modified for the purpose as a luxury limousine or a vehicle recognized by the industry as a luxury vehicle seating fifteen passengers or less including the driver, engaging in transportation of persons for hire.

20.17 “**Limousine Service**” means the transportation of passengers in a Limousine by or through any business located off Airport premises and on a pre-scheduled, advance reservation basis.

20.18 “**Meet/Greet Personnel**” means the persons who are the employees, agents, or contractors of prearranged contracted groups or prearranged contracted individuals, which employ the use of signs, uniforms, or other means of identification to initiate contact in the Terminal with their clients and customers.

20.19 “**NWFBIA**” means Northwest Florida Beaches International Airport located in Bay County, Florida.

20.20 “**Off-Airport Parking Operator**” means any person or business entity that is engaged in the business of operating one or more parking facilities located off Airport property and providing transportation to and from the Airport either directly or through an affiliate.

20.21 “**Off-Airport Rental Car Company**” means any person or business entity that operates a vehicle rental facility located off the Airport premises and that utilizes an Off-Airport Rental Car Shuttle to transport clients.

20.22 “**Operating Agreement**” means the contract governing the Ground Transportation Activities of Courtesy Vehicles, Limousine Services, Off-Airport Parking Operators, Off-Airport Rental Car Companies and Taxicab Companies.

20.23 “**Permittee**” means any Company that holds a valid permit to engage in Ground Transportation Activities.

20.24 “**Permit**” or “**Vehicle Decal**” means taxicab permit, shuttle permit, limousine permit or bus permit obtained from NWFBI after an inspection of a vehicle is complete and is affixed to the vehicle. The permit or decal will be issued only after the Concession Agreement has been approved and executed by the Permittee and the Airport and Certificates of Insurance have been submitted and approved by the Airport. Vehicle decals are non-transferable. Vehicle decals expire after 12 months and must be renewed on an annual basis.

20.25 “**Private Passenger Vehicle**” means a motor vehicle which is owned or leased by an individual for personal use which is not used, directly or indirectly, for commercial transportation of persons or property to or from the Airport.

20.26 “**Public Bus**” means a motor vehicle operated as, or contracted to operate as, public transportation, by a governmental entity.

20.27 “**Shuttle**” means a motor vehicle used for hire to transport members of the general public for compensation on an “on demand” basis over routes determined by the destination of the passenger.

20.28 “**Solicitation**” means the act of engaging potential customers, in any manner, for the purpose of generating business.

20.29 “**Taxi**” means a motor vehicle used for hire to transport members of the general public for compensation on an “on demand” basis over routes determined by the destination of the passenger.

20.30 “**Taxi Queue Area**” means the area designated for taxi companies to stage in front of the terminal building while waiting for a passenger. There may be 4 vehicles in the queue but the configuration may change based on operational need. The Executive Director may limit, exceed or designate the number of vehicles or special needs in the queue area based on the operational demands placed on the Airport. For the exact location see Exhibit A

20.31 “**Taxi Staging Area**” means the area designated area for taxi companies to stage while waiting to proceed to the Taxi Queue Area. For the exact location see Exhibit A.

20.32 “**Terminal**” means the Passenger Terminal Building from which Airport passengers arrive and depart.

20.33 **“Transportation Network Company” or “TNC”** means a company that meets the definition of transportation network company under State law or, if no such definition exists, TNC means a company that uses an online-enabled platform to connect passengers with drivers using their personal vehicles.

**PANAMA CITY – BAY COUNTY
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**COMMERCIAL GROUND TRANSPORTATION
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30.00 REGISTRATION AND PERMIT

30.10 Registration and Permit Required

No company shall engage in Ground Transportation Activity at the Airport Terminal without first entering into a Ground Transportation Concessions Agreement with the Airport and obtaining an Airport permit authorizing the Company to engage in a specific category of Ground Transportation Activity. Companies must obtain a separate permit for each vehicle to be operated at the Airport. Permits will be issued for a stated period of time and only after satisfying all requirements. Permits for each vehicle shall be issued in the name of the Company designated on the Ground Transportation Vehicle. Permits for categories of activities that require Operating Agreements will be issued to only those persons or organizations which are parties to such Operating Agreements.

30.20 Permit Eligibility

No company shall be eligible to obtain a permit if:

- (a) The company is in arrears to the District for any amount due and payable; including without limitation permit fees, fines, rent, or any other charge, whether or not directly or indirectly related to the Company's Ground Transportation activities; or
- (b) The Company is in default with any term or condition under any prior or current agreement with the District, whether or not directly or indirectly related to the Company's Ground Transportation Activities.

For the purpose of this Section 30.20, "Company" shall include the Company, its principals, and any Affiliates of the Company.

30.30 Multiple Activities

Companies engaging in more than one category of Ground Transportation Activity shall apply for and obtain a separate permit(s) for each category.

30.40 Application

Prior to issuance of a permit, a Company shall submit a written application for a vehicle permit which shall set forth, at a minimum, the following information:

- (a) The full name, mailing address and telephone number of the Company requesting a permit.
- (b) A description of the legal status of the Company (i.e., sole partnership, partnership, corporation, etc.), including whether or not the Company is a franchise, and the names of the principals of the Company.
- (c) A statement as to whether Company or any of its principals and affiliates have previously operated at the Airport under any other name and whether the Company or any of its principals or affiliates have ever had a Ground Transportation permit suspended or revoked.
- (d) A description of the proposed activity. Separate applications and permits are required for each category of Ground Transportation Activity.
- (e) The full name, mailing address and telephone number of a contact person with the Company who will have responsibility for ensuring compliance with these CGTRR.
- (f) A full description of all vehicles, whether owned or leased, which will be used in connection with proposed activities, including year, make, model, identification numbers, license plate number and manufacturer's seating capacity of each vehicle.
- (g) A statement from the Company certifying that its drivers meet the qualifications set forth in Section 30.50 or per contract requirements.

The Airport shall be notified within five (5) business days of any changes in the information required in the application mentioned herein.

30.50 Driver Qualifications for Badging

The Company shall be responsible for ensuring that all of its Drivers meet the following qualifications before starting and at all times during work at the Airport:

- (a) The driver is at least 21 years of age.
- (b) The driver is legally authorized to work in the United States.
- (c) The driver holds a valid U.S. Government issued; i.e. State of Florida driver's/operator's license.
- (d) Be reasonably conversant in the English language.
- (e) Pass an Airport approved background check and drug test as verified by the Airport.
- (f) The driver does not have any active arrest warrants, or have been convicted of a felony within the last five years. If a driver has been arrested for a felony, but not convicted or awaiting trial, the application may be delayed, denied or a waiver may be granted.

- (g) The driver has not furnished false or misleading information in connection with the permit application.
- (h) The driver must attend and successfully complete a Hospitality Training Program in accordance with standards acceptable to the Airport. Exceptions can only be approved by the Executive Director or his designee.
- (i) The driver must furnish a three year driving history from the Florida Department of Highway Safety and Motor Vehicles (DHSMV).
- (j) Complete the Airport Badging Application.
- (k) Complete Security Threat Assessment through the Airport.

30.60 Proof of Insurance

Prior to issuance of a permit, a Company shall submit evidence of compliance with Section 50.00, Insurance, below.

30.70 Fee

For each permit, the Permittee shall pay an applicable fee in accordance with a schedule of fees established by the Airport District (See exhibit C). Fees may change from time to time. Failure to promptly pay required permit fees shall be grounds for denial of additional permits until the ground transportation permit fee is current. A Company whose permit has been revoked or suspended shall not receive a rebate, credit or compensation for loss of revenue.

30.80 Replacement Permits or Badges

If replacement of an existing permit is required, the existing permit must be returned to the Airport in order to receive a replacement. A replacement fee may be charged.

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40.00 DISPLAY OF INFORMATION

40.10 Permit and Ground Transportation Drivers Permit

Each Permittee engaging in a Ground Transportation Activity on the Airport shall display a permit issued by the Airport so that permits are plainly visible.

40.20 Identification Badge/Name Tags Displayed

Driver identification badges/name tags shall be prominently displayed on the driver's clothing, at all time, clearly visible to the hiring passenger, and shall include the driver's first and last name and company name.

Meet/Greet Personnel company identification badges/name tags shall be prominently displayed on the person at all times while conducting business in, or around, the Terminal, and shall include the driver's first and last name and company name. Pre-Arranged Taxi Companies shall sign in at the Terminal security exit lane area for pre-arranged fares.

40.30 Driver Identification in Vehicle

Each taxi/shuttle shall have clearly displayed on the dashboard, readily visible to the passenger, a 4x6 inch identification card, with a picture of the driver, the name of the company, and phone number of the company.

40.40 Taxicab/Shuttle Company Name and Rates

Taxi/shuttle shall have the full name of the company and phone number professionally applied on both sides of the vehicle. Letters stating the name of the company must be permanently affixed to the vehicle shall be in English and shall be no less than four (4) inches in height. Rates and charges shall be posted with clear, legible letters and figures inside the vehicle, readily visible to the passenger. Letters and figures for rates and charges and phone number shall be in English and shall be no less than two inches in height. If a company utilizes more than one vehicle at the Airport, each vehicle must be assigned a number and the number is to be located in two (2) places on each vehicle, visible to the passenger, with locations to be consistent. Magnetic signs are not permitted.

Vehicles used for Pre-arranged pick up only may be exempt from section 40.40.

The District has adopted the schedule of maximum rates and charges for taxicabs as established by the City of Panama City.

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50.00 INSURANCE REQUIREMENTS

50.10 Insurance Requirements

A Company must comply with all statutory insurance requirements applicable to its operation and to maintain motor vehicle combined limit liability insurance, including uninsured motorist coverage, covering each vehicle operating at the airport in the minimum amounts required under State law. Any deductible or self-insurance retention that applies to any insurance required hereunder must be declared to and approved by the District. The insurance policy or policies shall name the District as additional insured and shall be issued by a company that is duly authorized to transact the business of insurance in the State of Florida, that is of sound and adequate financial responsibility and that is acceptable by the District. Each such policy shall provide that such insurance will not be reduced or cancelled without at least thirty days prior written notice to the District. The District reserves the right to increase the limits of insurance herein specified from time to time, and the Company will apply all reasonable request of the District with respect thereto.

50.20 Proof of Insurance

Prior to issuance of a permit, Company shall submit to District a certificate of insurance issued by insurance company or its authorized representative in a form acceptable to the District showing the amount and type of insurance then in effect that is required to be procured and maintained as described in Section 50.10 and stating the date, number and term of the policies evidencing such insurance.

By applying for and accepting a permit, each Permittee agrees to indemnify, hold harmless and defend the Airport from all claims arising out of the Permittee's activities set forth in the Permit/Concessions Agreement. Each Permittee shall obtain and maintain continuously in effect at all times during the term of the permit, at its sole expense, automobile liability insurance covering ground transportation operations at the Airport. All automobile liability insurance shall provide not less than THREE HUNDRED THOUSAND (\$300,000) dollars Combined Single Limit (CSL) bodily injury and property damage liability.. The Permittee shall furnish to the Airport Certificates of Insurance confirming the required insurance is in force. The Certificates of Insurance shall contain endorsements by the insurers that the Airport shall be given not less than (30) days notice prior to cancellation or change of coverage. The Airport shall be listed upon the Certificates of Insurance as additional insured. The Certificates of Insurance shall be

delivered to and approved by the Airport prior to the Permittee's exercise of rights and privileges provided by the Permit Agreement.

Proof of insurance must be in the vehicle or each vehicle at all times.

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**60.00 RULES APPLICABLE TO ALL GROUND TRANSPORTATION
ACTIVITIES AND PERSONNEL**

60.10 Parking, Staging and Loading

Drivers may operate permitted vehicles on the Airport entrance and exit roadways as is necessary and incidental to their permitted Ground Transportation Activities. Drivers of permitted vehicles may stage their vehicular operations on the Airport only in those locations designed by the Airport and indicated by signs as described and displayed on Exhibit A. The Airport reserves the right to change the designated location of all categories of Ground Transportation Activities as is necessary from time to time. Notice of such changes will be given to all persons who hold permits for Ground Transportation Activities. Companies may not stage vehicles on Airport property prior to 4:30 a.m. unless otherwise approved by the Executive Director or designee.

Vehicles shall not be left unattended in designated loading spaces for Courtesy Shuttles.

Loading of passengers outside the active designated loading areas is prohibited unless otherwise authorized. While utilizing the loading areas, drivers must fully enter the loading slot and only load passengers while stopped directly adjacent to the curb. Operators of permitted vehicles shall not stop or park their vehicles on any crosswalk. Drivers must be physically at their vehicles (within 5 feet) and ready to accept passengers during times of active flight operations.

Vehicles shall not be left unattended at any time in the Taxi Staging Area. Any driver leaving the Taxi Staging Area for any reason must go to the end of the line. There will be no exceptions. In the event there is more than one employee from a Company assigned to or associated with a single vehicle while that vehicle is in the Taxi Staging Area, each employee with that Company must stay with that vehicle at all times. A single driver or employee may not attend multiple vehicles. If multiple employees from one Company leave a single driver at the vehicle(s) while one or more employees enter the Terminal Building, this and will be considered prohibited solicitation.

In the event a driver must leave a vehicle unattended and enter the Terminal Building, the driver will be allowed to park the vehicle in the Bus Parking Lot, located at the northern end of the Terminal Building, in the area marked in Exhibit A.

Drivers are prohibited from sleeping in their vehicles on Airport property.

Solicitation of passengers is strictly prohibited at any place on the Airport.

Passengers shall be picked up only at the locations designated on Exhibit A. (Unless otherwise authorized by the Executive Director).

No person shall park a vehicle while engaging in a Ground Transportation Activity on the Airport, except in accordance with the locations designated on Exhibit A; provided, however, that customers may be allowed to disembark in other appropriate locations.

60.20 Obligation to Transport Passengers

Drivers of Ground Transportation Vehicles are prohibited from refusing transport to a person who requests service unless:

- (a) The transport includes a child required by law to be in a child restraint seat and a child restraint seat is not available;
- (b) The person is disorderly;
- (c) The Driver has reason to believe that the person is engaged in unlawful conduct; or
- (d) The Driver is in fear of his or her personal safety.

In the event of a refusal to transport a person for any of the above reasons, a Driver shall call Airport Police immediately, and Driver shall make a report at the time of the occurrence. If a passenger is refused transportation for any other reason, the Driver and the Driver's company shall be subject to penalties as provided in Section 110.00, Violations. If the refused person is transported by another regulated vehicle, the Driver must obtain the name, address and phone number of the person and is obligated to report the incident to the Airport.

60.30 Use of Airport

Ground Transportation Personnel shall not deposit trash, debris or other waste material except in an authorized trash receptacle. Ground Transportation Personnel shall not use any Airport facilities or property in a manner other than that for which it is intended.

60.40 Knowledge and Skill

Companies and Ground Transportation Personnel must be knowledgeable of District's CGTRR, city geography including, but not limited to, city landmarks, streets and addresses, map usage, and public relations and communications skills. Companies are responsible to keep Ground Transportation Personnel informed on all informational notices, materials or directives received from the Airport. Ground Transportation Personnel must be able to clearly communicate and thoroughly understand the English language. Ground Transportation Personnel shall be

courteous in dealing with the public and passengers and shall conform to all laws and these CGTRR while a Ground Transportation Vehicle is in his or her custody.

Ground Transportation Personnel must attend and successfully complete a Hospitality Training Program acceptable by the Airport within six months of being permitted to operate at the Airport and periodically thereafter in accordance with standards acceptable to the Airport.

60.50 Breach of Peace; Criminal Activity; Etc.

Ground Transportation Personnel shall not engage in rude or boisterous behavior, or conversation, profanity or fighting or any activity which constitutes a breach of the peace. These persons shall not harass prospective customers, nor shall they provide misleading information concerning other Ground Transportation Activity services. Drivers shall not solicit, or engage in, any activities on the Airport which are contrary to the CGTRR or which constitute a criminal activity. Ground Transportation Personnel shall not be under the influence of alcohol, drugs or any other controlled substance while engaging in Ground Transportation Activities.

60.60 Vehicle Maintenance on Airport Property

Ground Transportation Personnel operating a vehicle shall not perform, or attempt to perform on Airport property, maintenance including, but not limited to, car washing, oil change, or servicing or repair on any vehicle(s), except such activity minimally necessary for removal of an inoperative vehicle from the Airport premises.

60.70 Driver Attire

Every Driver shall be hygienically clean, well groomed, neat and suitably dressed while engaging in Ground Transportation Activities. Each Driver engaging in a Ground Transportation Activity shall comply with the following clothing requirements:

- (a) Driver's hair shall be clean and neatly trimmed. If a beard or moustache is worn, it shall be well groomed and neatly trimmed at all times in order not to present a ragged appearance.
- (b) The term "suitably dressed" shall mean the driver shall wear a dress, skirt, trousers, slacks, jeans with no holes, shorts, a shirt or blouse with a collar (with or without a tie), shoes, and, if desired, appropriate outer garments.
- (c) Clothing that is considered inappropriate and is not permitted when the Driver, male or female, is in charge of a vehicle for hire includes, when not covered by garments described in the paragraphs above: t-shirts, underwear, tank tops, body shirts, swimwear, jogging suits, low cut pants, swim trunks or similar types of attire. Torn, stained or faded clothing is considered inappropriate.
- (d) Shorts shall be clean and have a finished hem. Cut-offs are considered inappropriate. Shirts with collars, socks and shoes or sneakers are required.

60.80 Meet/Greet Personnel or Pre-Arranged Rides

Meet/Greet Personnel may only meet groups for which they or their Company are under a binding contract to meet. Meet/Greet Personnel who are in the Terminal to greet individuals or groups must display a company badge with their name and shall conduct their business at the meet/greet areas designated by the Airport; or as authorized by the Airport. Meet/Greet Personnel may utilize a sign, the size not to exceed 18x24 inches, to display the name of the company, group or passenger(s) they are contracted to meet. If Meet/Greet Personnel are contracted to pick up six or fewer passengers, the signs used to meet the prearranged passengers(s) shall have the passenger name or names on them; signs with only a company name will not be permitted.

In order to conduct meet/greet business at the Airport Terminal, Pre-Arranged Contract only Meet/Greet Personnel must register with the Airport Police Department or sign in at the security exit lane area. Ground Transportation Companies shall not conduct business that is not covered in their contract with the Airport.

Solicitation of passengers by Meet/Greet Personnel or ground transportation operator is strictly prohibited.

60.90 Ground Transportation Companies

Only those who have been approved by the Airport are eligible to be Ground Transportation service providers on the Airport for arriving passengers. Ground Transportation companies shall execute an Operating Agreement in the form approved by the Board of the District. Additional standards and requirements for ground transportation service are set forth in the Operating Agreement and Commercial Ground Transportation Rules & Regulations.

60.100 Off-Airport Parking Operators

Off-Airport Parking Operators shall execute an Operating Agreement in the form approved by the Board of the District. Off-Airport Parking Operators shall pick up and drop off passengers only in designated areas.

60.110 Off-Airport Rental Car Companies

Off-Airport Rental Car Companies shall execute an Operating Agreement in the form approved by the Board of the District. Off-Airport Rental Car Companies shall pick up and drop off passengers only in designated areas.

60.120 Smoking Policy

No smoking is permitted in the Taxi Loading Area in front of the Terminal Building. Additionally, all Ground Transportation Vehicles authorized to operate at the Airport shall be “smoke free”.

60.130 Ground Transportation – License Inspection and Reporting

Every company engaged in Ground Transportation activities with the District is required to provide a copy of the Florida Drivers License of each driver employed with their company. Drivers must produce a valid license during the badging process and is subject to inspection at anytime while on Airport Property.

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70.00 VEHICLE SPECIFICATIONS

A vehicle used in Ground Transportation shall not be driven on the Airport unless it is in safe operating condition and in good repair. This requirement shall include, without limitation, the following:

- (a) Inside and outside lighting equipment shall be in working order as per Florida Statute.
- (b) There shall be no cracked or broken windshield, windows or mirrors.
- (c) The exhaust system shall be in good working order.
- (d) The paint, body, grill, bumper and other exterior features shall not be bent or damaged other than with minor dents and scratches and should not detract from the overall satisfactory appearance of the vehicle.
- (e) The vehicle shall be maintained in a clean and sanitary condition on the interior and exterior.
- (f) All Ground Transportation Activity Vehicles operated on the Airport by a single Company (regardless of who is driving them) shall have exterior paint that is free of significant chipping, fading, scratches and oxidation. In addition, all Taxicabs operated by a single Company shall have a uniform color scheme, which shall be uniform and identical in color, no later than thirty (30) days from the date the Company receives a permit to conduct business on the Airport. Vehicles operating exclusively under the Pre-Arranged Contracts are exempt from the color scheme requirement.
- (g) The interiors shall be in good and clean condition, with fully upholstered or covered seats that are free of rips, tears and stains.
- (h) The vehicle shall have properly installed and maintained heating and air conditioning systems adequate to provide sufficient passenger comfort.
- (i) No part of any vehicle, or accessory thereto (including the wheel covers), shall be inoperable, broken, missing, bent or dented out of shape, or visibly cracked or

damaged or otherwise detract from the overall satisfactory condition of the vehicle appearance.

- (j) Each commercially licensed vehicle shall be equipped with a UL-rated fire extinguisher and a First Aid Kit.
- (k) Vehicles must accept credit cards from passengers for payment of fares, at no additional cost to the passenger (for example, VISA, MasterCard, American Express). Vehicles must display notice of each credit card accepted for payment in a readily visible manner on the interior and exterior of the vehicle.
- (l) All operators must accept ECP Airline issued vouchers for ground transportation.
- (m) Vehicles must maintain full compliance with all applicable local, state and federal laws and regulations.

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80.00 SAFETY AND MAINTENANCE

A vehicle used in Ground Transportation shall not be driven on the Airport unless it is in safe operating condition and in good repair. This requirement shall include, without limitation, the following:

- (a) Company shall inspect the cleanliness of each vehicle at the beginning of each day of service and assure such vehicle is free from dirt, trash and debris.
- (b) The exterior of each vehicle in service shall be kept clean from road dust, mud and grime and shall be washed at least once each day (24 hours) of service.
- (c) The interior of each vehicle in service shall be swept/vacuumed prior to beginning daily service.
- (d) Every vehicle shall be structurally sound and maintained as to provide for the safety of the public in accordance with Florida Statutes.
- (e) Wheel covers shall be mounted on all wheels at all times.
- (f) Vehicles shall be operated and maintained in compliance with all applicable laws, rules and regulations. All vehicles shall be and remain in compliance with all applicable safety standards upon commencement of operations on the Airport.
- (g) Companies shall have a vehicle maintenance program which is in accordance with the vehicle manufacturer's warranty specifications. This program shall describe the maintenance facility, equipment, number of personnel, schedule of maintenance and maintenance record-keeping.
- (h) The vehicle must be inspected by the Airport Police in order to receive a permit.

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90.00 INSPECTION

Company shall permit the Airport to inspect its permitted vehicles and related business records for purposes of monitoring compliance with these CGTRR and/or with any inspection procedures implemented by the Airport.

Companies shall make vehicles available for inspection as requested by the Airport at the location designed by the Airport. Such inspections will be made to determine identification of vehicles as listed with the Airport and compliance with all applicable vehicle standards and safety requirements. The Airport will have the right to inspect the Company's books and facilities during regular business hours to audit for compliance with the CGTRR.

The Airport may inspect any vehicle at any time and if the inspection reveals that any vehicle is not in good repair or operating condition as provided above, the vehicle shall be taken out of service until remedial repairs and corrections have been made. Company, at the time the vehicle is taken out of service, shall advise the Airport when the vehicle will be ready to resume service. Company may resume operations after the vehicle has been re-inspected and approved by the Airport Police Department. In no case shall the vehicle be permitted to resume its operations until the vehicle has been re-inspected by the Airport Police Department after the repairs and corrections have been made. If a Company fails to make available a vehicle for inspection, the vehicle shall not be considered in compliance with these CGTRR, and the vehicle shall be removed from service until it is inspected and brought into compliance.

**PANAMA CITY – BAY COUNTY
AIRPORT AND INDUSTRIAL DISTRICT**

**COMMERCIAL GROUND TRANSPORTATION
RULES AND REGULATIONS**

95.00 TRANSPORTATION NETWORK COMPANIES (TNC)

Upon entering into a separate operating agreement with the District, a Transportation Network Company (TNC) and its operations shall be governed by that operating agreement and not be subject to provisions contained within these Commercial Ground Transportation Rules and Regulations. Until such time that the District and a TNC have entered into an operating agreement, the TNC and any vehicles operating under TNC technology must comply with these Commercial Ground Transportation Rules and such vehicles shall be considered Convention and Tour Buses, Courtesy Shuttles, Customer Shuttles, Limousines, or Taxicabs. In the event that only a portion of a business's operations qualify as TNC operations, the remainder of that business's operations must comply with these Commercial Ground Transportation Rules even if the business has entered into a TNC operating agreement.

**PANAMA CITY – BAY COUNTY
AIRPORT AND INDUSTRIAL DISTRICT**

**COMMERCIAL GROUND TRANSPORTATION
RULES AND REGULATIONS**

100.00 COMPLIANCE WITH LAWS

Companies and all Ground Transportation Personnel shall be in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules and regulations including, but not limited to, all Motor Carrier Safety Regulations. Companies shall operate in compliance with the CGTRR, as they may be amended from time to time. Failure to comply shall constitute grounds for suspension or revocation of permits and/or badges and imposition of penalties as provided herein.

**PANAMA CITY – BAY COUNTY
AIRPORT AND INDUSTRIAL DISTRICT**

**COMMERCIAL GROUND TRANSPORTATION
RULES AND REGULATIONS**

110.00 VIOLATIONS

110.00 Violation and Penalty

The Airport shall have the right to enforce these CGTRR and to impose penalties on any Company or Ground Transportation Personnel for violation of any of these CGTRR.

The penalties for violations are set forth on Exhibit B attached hereto. A violation by a Company's Ground Transportation Personnel or by anyone using a Ground Transportation Vehicle with such Company's permission shall be deemed a violation by the Company.

A driver or company whose permit has been revoked shall not receive rebate, credit or compensation for loss of revenue.

A Company is responsible for all actions of its personnel and for discouraging, preventing or correcting violations of all of its personnel. A Company that knows or has reason to suspect any of its personnel has failed to comply with the CGTRR or laws, shall not allow such person to conduct business at the Airport or to operate a Ground Transportation Vehicle until the violation is corrected.

110.20 Cumulative Violations by a Single Company

Penalties for violations shall be cumulative as to all violations attributable to a Company and its Ground Transportation Vehicles and Personnel.

For example, if a Company holds five permits authorizing five different vehicles to be operated under its name by Drivers at the Airport, then any two violations in the same category attributable to the Company through any of its permits, whether associated with the same driver and vehicle or not, shall result in the penalty for a second offense for the same category as set forth on Exhibit B attached hereto.

If the penalty is suspension or revocation and the violation(s) resulting in the penalty involved more than one driver or vehicle, the permit(s) to be suspended or revoked shall be one of the permit(s) associated with the violations. The Company shall have the right and option to select which of such permits will be suspended or revoked if such selection is communicated in writing to the Airport within two days after notice of the most recent violation; otherwise the Airport will

make the selection. The permit selected shall be surrendered to the Airport immediately after the Company has been given notice of the selection or immediately after it has made the selection, whichever the case may be. When assessing cumulative penalties each violation will remain on the drivers permit history for a period of two years.

110.30 Notice

If the Airport determines that Ground Transportation Personnel or a Company has failed to comply with these CGTRR, Company will be given written notice of warning, suspension or revocation delivered to Company's official address (physical, in person or electronic) on file with the Airport. The notice shall include: a description of the violation, date the suspension or revocation begins, duration of the suspension or revocation, and a statement informing Company of rights to a hearing, if any.

110.40 Effective Date

Warnings and suspensions shall be effective on the day the notice thereof is sent. Revocations shall be effective immediately. Suspended and revoked permits shall be surrendered immediately to the Airport Police Department.

110.50 Appeal

Company may request a hearing with the District by submitting a written request to the Airport Police Department within five business days after the date of notice. A hearing shall be set for a date not more than ten business days after such request is received and Company shall be given at least three business days' notice of the time and place for the hearing. In the event a hearing date may not be established within the 10 days, an extension may be granted, if agreed upon by both parties. At the hearing, Company shall have the right to present evidence on its behalf but shall be limited to no more than 15 minutes to present its case. The hearing shall be informal. The rules of evidence shall not apply. The Executive Director, may affirm, reverse or modify the suspension and/or revocation. The decision of the Executive Director shall be final and will be sent in writing to the individual and/or Company.

110.60 Other Action

Enforcement hereunder will be separate and apart from, and in addition to, any action that may be taken by law enforcement officials for statutory violations, action taken by the District against a violator who does not hold a permit or does not work for a Company holding a permit, and action taken by the District against any Ground Transportation Personnel who was involved in the conduct constituting the violations. It shall also be in addition to the remedies of the District under any Operating Agreement.

**PANAMA CITY – BAY COUNTY
AIRPORT AND INDUSTRIAL DISTRICT**

**COMMERCIAL GROUND TRANSPORTATION
RULES AND REGULATIONS**

120.00 MISCELLANEOUS

120.10 Variance of Waiver

The Airport may grant reasonable variances or adjustments from any CGTRR imposed herein. The granting of a variance shall not operate to waive any of the CGTRR herein for any purpose except as to the particular provision covered by the variance, and only for so long as the special circumstances warranting the variance exist. The waiver of or failure to enforce any breach or violation of any rule or regulation shall not be deemed to be a waiver or abandonment of the rule or regulation or a waiver of the right to enforce any subsequent breach or violation of such CGTRR.

120.20 Implementation

The Executive Director of the Airport may authorize and direct informational and directional signs be prepared and installed in appropriate locations, adopt instructions and procedures to be distributed by the Airport Police Department which are consistent with and supplementary to these CGTRR; and take all other steps reasonably required in order to implement these CGTRR.

120.30 Severability

If any provision of these CGTRR or the application thereof to any person, entity or circumstance is held invalid, the invalidity shall not affect any other provisions or applications of the CGTRR which can be given effect without the invalid provision.

120.40 Notices

All notices required to be given or sent hereunder shall be deemed sent when posted to a physical address or electronic address to the Company at the last address on file or when personally delivered.

120.50 Concession Agreements

An Operating Agreement will be entered into between the ground transportation company and the Panama City-Bay County Airport and Industrial District. After this agreement is executed company may proceed with vehicle permitting and driver badging process.

There are two types of agreements available; Queue Contract and Pre-Arranged Contract. The Queue Contract allows vehicles to wait in the queue for any available passengers and to make Pre-Arranged passenger pick up. This agreement requires a monthly fee of \$225. The Pre-Arranged only allows for pre-arranged pickups to be made. This agreement requires a \$10 per pickup fee.

120.60 Lost and Found Property Left in Vehicle

Any property left in a vehicle by a passenger will be immediately turned into the Airport Police Department.

EXHIBIT A

MAP

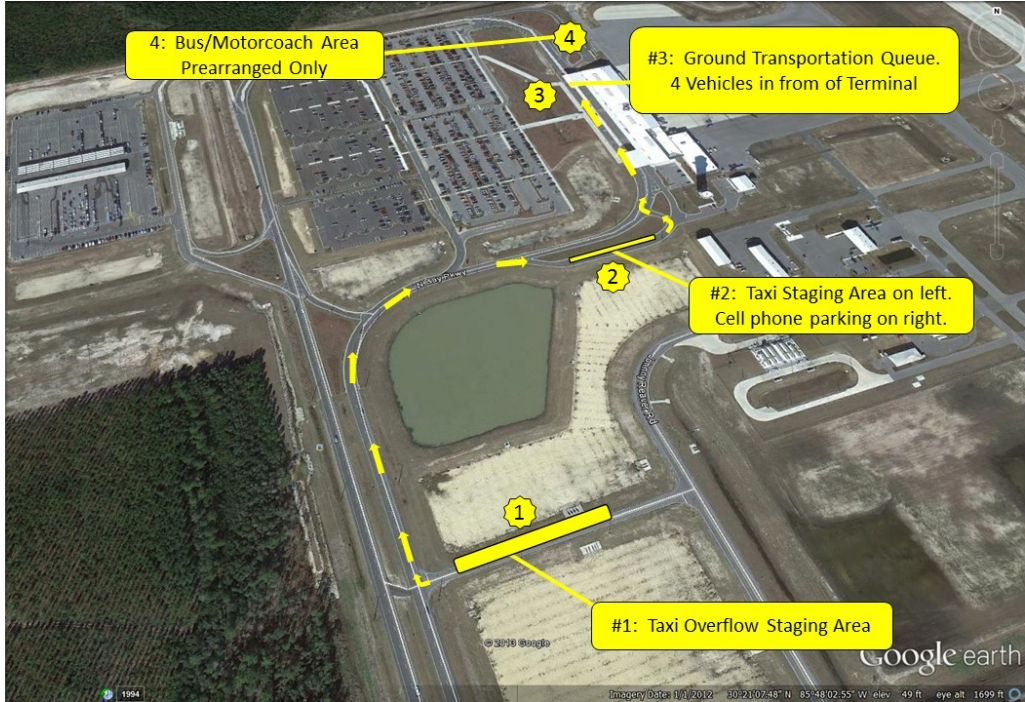


EXHIBIT B

PENALTIES FOR VIOLATIONS

CATEGORY 1 VIOLATIONS INCLUDE, BUT ARE NOT LIMITED TO:

- Failure to display identification badge/name tag, permit or rates
- Smoking in unauthorized area
- Dress code
- Failure to maintain inspection standards
- Improper signage on vehicle (could lead to revocation of permit)
- Sleeping on Airport Property
- Unattended Vehicle or not within 5 feet during operations
- Failure to update permit information within five business days
- On site prior to permitted time
- Littering
- Other violations of CGTRR not listed here, but of a similar nature or magnitude to those listed

PENALTIES:

First offense: Airport Violation Notice (Written Warning)
Second offense: One day suspension
Third offense: One 3 days suspension

CATEGORY 2 VIOLATIONS INCLUDE, BUT ARE NOT LIMITED TO:

- Moving traffic violations
- Non-moving traffic violations
- Verbal Altercations among drivers regardless of fault (non-criminal)
- Overcharging
- Solicitation of passengers
- Picking up or dropping off passenger in unauthorized areas
- Failure to comply with meet and greet procedures
- Other violations of CGTRR not listed here, but of a similar nature or magnitude to those listed

PENALTIES:

First offense: Three day suspension
Second offense: One week suspension
Third offense: One month suspension

CATEGORY 3 VIOLATIONS INCLUDE, BUT ARE NOT LIMITED TO:

- Violations of Florida State Statutes defined as a misdemeanor may result in a 3-day suspension pending review by Airport Police in coordination with Airport Administration.
- Operating a vehicle with an invalid permit or badge (business may also incur penalty)
- Verbal altercation with passenger
- Refusal to transport a passenger
- Failure to accept credit cards
- Disorderly Conduct
- Failure to obey a lawful order/Obstruction
- Other violations of CGTRR not listed here, but of a similar nature or magnitude to those listed

PENALTIES:

First offense: Suspension of permit (recommendation of two weeks)
 Second offense: Suspension of permit (recommendation of thirty days)
 Third offense: Suspension of permit (recommendation of six months)

CATEGORY 4 VIOLATIONS: (examples) Penalties that may result in suspension and revocations.

- Florida State Statute Violations defined as felonies may result in immediate suspension or revocation of permits.
- Insurance or registration non-compliance may result in suspension or revocation until the issue is resolved.
- Non-compliance with Concessions Agreement/Contract may result in suspension or revocation until the issue is resolved.
- Other violations of CGTRR not listed here, but of a similar nature or magnitude to those listed may result in suspension or revocation until the issue is resolved.

Change in Operations: Any changes in the information submitted in the application process must be submitted to the Airport and approved prior to implementation. Failure to do so will subject the Permittee to revocation of decals and or Permit Agreement.

Termination of Rights Granted: The Airport has the right to terminate the Permit Agreement/Concessions Agreement immediately with or without notice for failure to comply with the Rules & Regulations established by the Airport, or upon failure to comply with the terms and conditions of the Permit Agreement.

Note: In addition to penalties noted herein, the Executive Director or designee retains the right to suspend or terminate permits and or badges for violations as deemed detrimental to the welfare of the airport.

When assessing cumulative penalties each violation will remain on the drivers permit history for a period of two years.

In addition to penalties noted herein, the Airport retains the right to terminate the permit or badge in accordance with default provisions set forth in the Permit Agreement, as well as denying access to airport properties for those individuals in violation of these CGTRR and Airport Rules and Regulations.

EXHIBIT C

LIST OF FEES

DRIVER:

Varies Driver's Application and Identification Badge. One badge per year will be issued at no charge. Should a driver's status change requiring a new badge within a given year, a badge fee of \$25.00 may be charged.

\$50.00 Lost, Stolen or Destroyed Badge Replacement Fee

Fingerprints Actual Cost at the applicants expense (on-line is currently \$24.00)

Criminal History checks can be obtained on line from the Florida Department of Law Enforcement at: <https://web.fdle.state.fl.us/search/app/default> Payment needs to be paid at this FDLE website and the rate is currently \$24.00. The driver will need to bring the results to the Airport Police Department to complete the application process.

Drug Screen will be obtained at the applicant's expense.

In the event your Identification Badge is lost, stolen or destroyed, it must be reported immediately to the Airport Police Department at (850) 769-6033.

Payment for applicable Application fees, Identification Badge issuance and/or re-issuance may be made in the form of cash, credit cards or checks. Checks must be made payable to the Panama City – Bay County Airport and Industrial District.

VEHICLE:

None Vehicle Application and Permit

Vehicle Permits must be replaced annually on the anniversary date of the Application.

Payment for Vehicle Permits may be made in the form of cash, credit cards or checks. Checks must be made payable to Panama City Airport.

****If a permitted vehicle is removed from service, the Airport Police Department must be notified within ten days of removal****

PAYMENT MUST BE MADE AT TIME OF SERVICE

Copies of the handbook and/or rules can be obtained on the Airports website at:

http://www.iflybeaches.com/uploads/docs/Ground_Transportation_Rules_and_Regulations_Final_030113.pdf

and at:

http://www.iflybeaches.com/uploads/docs/ECP_Rules_and_Regulations_Main.pdf