



June 1, 2018

**To:** All Ground Transportation Operators  
**Subject:** Notification of New Operating Agreement Requirements

We are writing to notify All Ground Transportation Operators of a requirement to renew your airport operating agreements. While significant changes are not included in the new agreement, we encouraged to carefully review the documents to ensure a full understanding of your obligations. The highlighted changes are listed below:

- Inclusion of new operator groups in Rules & Instructions
- Additional non-discrimination covenants in Attachment B

Pursuant to our requirements to operate at SeaTac Airport, you must sign and submit new agreements no later than **Friday, August 31<sup>st</sup>, 2018**. New agreement packets will be distributed and mailed or emailed to all current operators. Further, Ground Transportation will have packets available for operators to pick up at Ground Transportation Plaza Booth – 3<sup>rd</sup> floor of the parking garage at SeaTac Airport or the Port of Seattle website.

Below are methods in which you may submit your new agreement:

**Mail:** Port of Seattle / Attn: Ground Transportation / PO Box 68727 Seattle, WA 98168

**Scan/Email:** [anderson.j2@portseattle.org](mailto:anderson.j2@portseattle.org) or [crosby.k@portseattle.org](mailto:crosby.k@portseattle.org)

**Drop Off:** Ground Transportation Booth / 3<sup>rd</sup> Floor Parking Garage at SeaTac Airport

We highly encourage you to submit the agreement as early as possible before the **Friday, August 31<sup>st</sup>** deadline. In order to operate at SeaTac Airport we need to have the all required forms on file. If we do not receive all the completed forms by the deadline, we may deny operating privileges and send a \$1,000 'No Agreement' citation to your company until you are ready to become in compliance.

If you have any questions or concerns, please contact the Ground Transportation booth at 206 787-5906. We appreciate the opportunity to work with you and your cooperation in this effort.

## REQUIRED TO SUBMIT

### Airporters

- Agreement signed by the Company Owner
- Current Certificate of Insurance (See page 12 of agreement for specific details)
- Evidence of the Vehicle Registration for each vehicle showing the Vehicle Identification Number (VIN) and vehicle license plate number
- The dimensions of each vehicle including weight, height, and overall dimension, including a unique vehicle number (is so designated in your operation) for each vehicle
- Authorized with the U.S. Department of Transportation Federal Motor Coach Carrier Safety Administration
- Company Information Form

### Belled-In Operators

- Agreement signed by the Company Owner
- Current Certificate of Insurance naming the Port of Seattle as an additional certificate holder
- Current Vehicle Registration Certificate signed by the legal owner
- Current Department of Licensing Certificate with the current UBI Number
- Current Driver License King Country For-Hire License
- Copies of Current King County For-Hire License for all Drivers
- Commercial Guaranty
- Company Information Form

### Charter Bus Operators

- Agreement signed by the Company Owner
- Current Certificate of Insurance (See page 12-13 of agreement for specific details)
- Evidence of the Vehicle Registration for each vehicle showing the Vehicle Identification Number (VIN) and vehicle license plate number
- The dimensions of each vehicle including weight, height, and overall dimension, including a unique vehicle number (is so designated in your operation) for each vehicle
- Authorized with the U.S. Department of Transportation Federal Motor Coach Carrier Safety Administration
- Company Information Form
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### Crew Van Operators

- Agreement signed by the Company Owner
- Current Certificate of Insurance (See page 13 of agreement for specific details)
- Companies with more than one vehicle need to provide an endorsement for the commercial general liability insurance that shows the POS as an additional insured
- Evidence of the Vehicle Registration for each vehicle showing the Vehicle Identification Number (VIN) and vehicle license plate number
- The dimensions of each vehicle including weight, height, and overall dimension, including a unique vehicle number (is so designated in your operation) for each vehicle
- Company Information Form

### Parcel Operators

- Agreement signed by the Company Owner
- Current Certificate of Insurance
- Company Information Form

### **Courtesy Vehicles**

- Agreement signed by the Company Owner
- Current Certificate of Insurance (See page 12 of agreement for specific details)
- Evidence of the Vehicle Registration for each vehicle showing the Vehicle Identification Number (VIN) and vehicle license plate number
- The dimensions of each vehicle including weight, height, and overall dimension, including a unique vehicle number (is so designated in your operation) for each vehicle
- Company Information Form

### **Prearranged Limousine Operators**

- Agreement signed by the Company Owner
- Current Certificate of Insurance naming the Port of Seattle as an additional certificate holder
- Companies with more than one vehicle need to provide an endorsement for the commercial general liability insurance that shows the POS as an additional insured
- Current Vehicle Registration Certificate signed by the legal owner
- Current Department of Licensing Certificate with the current UBI Number
- Current Driver License and Chauffeur Credentials / King country For-Hire License
- Copies of Current Chauffeur Credentials / King County For-Hire License for all Drivers
- Commercial Guaranty
- Company Information Form

**GROUND TRANSPORTATION OPERATING AGREEMENT**

This Ground Transportation Operating Agreement is made and entered into between the Port of Seattle (hereinafter called the "Port") and the Ground Transportation Operator identified below (hereinafter called "Operator").

**WHEREAS**, the Port owns and operates the Seattle-Tacoma International Airport (hereinafter "the Airport"), located in the County of King, City of SeaTac, State of Washington; and

**WHEREAS**, Operator desires to operate or facilitate ground transportation services from the Airport, and the Port is prepared to allow Operator to do so on the terms set forth in this Operating Agreement; and

**WHEREAS**, both the Port and the Operator acknowledge that during the term of this Agreement there will be significant construction activity at the Airport, which may require alteration or relocation of the facilities affecting the Operator;

**NOW, THEREFORE**, in consideration of their mutual promises, the parties hereby agree that the Operator's activities at the Airport shall be governed by the following terms and conditions:

1. The Port hereby permits Operator to operate, or to facilitate the operation of, one or more vehicles to pick-up and deliver passengers at the Airport as more particularly set forth in this Operating Agreement. To the extent required by the Terms and Conditions of this Operating Agreement or the Operating Instructions, Operator shall obtain individual permits for each vehicle Operator operates under this Agreement.
2. Operator and Operator's operations must, at all times, be in compliance with State of Washington, King County, City of Seattle, City of SeaTac and all federal laws and regulations, as applicable.
3. Operator shall comply with the Terms and Conditions of this Operating Agreement and the Operating Instructions applicable to the Operator and its particular class of service. The Terms and Conditions and current Operating Conditions are attached hereto and incorporated herein. Together with this Operating Agreement, the Terms and Conditions and Operating Instructions are called the "Agreement."
4. Operator shall also comply with the then-current Port tariffs, rules and regulations, and procedures and directives pertaining to the operation of vehicles at the Airport. Operator may obtain copies of the current Operating Instructions, tariffs, rules and regulations, and procedures and directives from the Ground Transportation Information Booth at the Airport.
5. Violation of any of the above may result in monetary fines and/or suspension and/or revocation of the Agreement and any and all permits.

Date: \_\_\_\_\_  
 Operator: \_\_\_\_\_  
 DBA: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**PORT OF SEATTLE:**  
 Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Aviation Operations - Landside  
 Seattle-Tacoma International Airport  
 17801 International Blvd  
 PO Box 68727  
 Seattle, WA 98168-0727

## TERMS AND CONDITIONS OF OPERATING AGREEMENT

### 1. DEFINITIONS

The following terms when used in the Agreement shall have the meanings set forth below:

- A. Airport:** Seattle-Tacoma International Airport.
- B. Airporter:** A ground transportation service, authorized by the Washington Utilities and Transportation Commission pursuant to Chapter 81.68 of the Revised Code of Washington, in which the Operator carries passengers for compensation over any public highway in Washington between fixed termini or over a regular route (and not operating exclusively within the incorporated limits of any city or town) in a motor vehicle having a seating capacity of seven (7) or more persons (excluding the driver). Airporter also includes similar transportation services engaged in interstate transportation and subject to regulation by the National Motor Carrier Safety Administration.
- C. Belled-In Taxi:** A taxi or for-hire vehicle service, authorized by King County pursuant to Chapters 46.72 and/or 81.72 of the Revised Code of Washington, where the Operator transports passengers that pre-arrange transportation from the Airport, which pre-arrangement is either made directly with the Driver or dispatched from a taxi company dispatch center.
- D. Business Day:** Weekdays Monday through Friday, excluding Port Holidays.
- E. Charter Bus:** A ground transportation service, authorized by the Washington Utilities and Transportation Commission pursuant to Chapter 81.70 of the Revised Code of Washington, in which the Operator transports a group of persons to and/or from the Airport, pursuant to a common purpose and under a single contract in a motor vehicle having a seating capacity of seven (7) or more persons (excluding the driver). Charter Bus specifically includes excursion carriers. Charter Buses may be divided by the Port into separate classes based on the passenger capacity of the vehicle.
- F. Courtesy Car:** A ground transportation service in which the Operator transports airline passengers to and from the Airport at no charge to the customers.
- G. Crew Van:** A ground transportation service in which the Operator transports airline crews (e.g. flight attendants and pilots) to and from the Airport at no charge to the customers.
- H. Door-to-Door Shuttle** A ground transportation service, authorized by the Washington Utilities and Transportation Commission pursuant to Chapter 81.68 of the Revised Code of Washington, in which the Operator carries passengers for compensation over any public highway in Washington in a motor vehicle having a seating capacity of seven (7) or more persons (excluding the driver). Door-to-door service is provided between a location identified by the passenger and a fixed termini identified by the Operator in its operating certificate.
- I. Driver:** Any driver actually providing transportation services to a customer under the terms of, and authorization granted by, this Ground Transportation

Agreement. The term Driver specifically includes employees, independent contractors, and any other person, without regard to the particular contractual relationship between Operator and Driver, who actually provides the transportation services. The term Driver is likewise intended to extend to anyone present on or about the Airport providing assistance to or otherwise accompanying any Driver.

- J. Landside Operations Manager or LOM** The Port’s Manager of Landside Operations or his/her designee.
- K. Operator:** The Operator executing the Ground Transportation Agreement to which these Terms and Conditions are attached. Operator specifically includes the owner or operator of the ground transportation service, its employees and agents, and any Drivers.
- L. Parcel Carrier:** A ground transportation service, authorized by the Washington Utilities and Transportation Commission under Chapter 81.80 of the Revised Code of Washington or by Interstate Common Carrier permit, in which the Operator transports property for hire. Parcel Carrier includes luggage carriers.
- M. Pre-Arranged Limousine** A ground transportation service, authorized by Department of Licensing pursuant to Chapter 46.72A of the Revised Code of Washington, in which the Operator transports, in un-metered, luxury motor vehicles, customers that pre-arrange transportation to and/or from the Airport, which pre-arrangement is made from the Operator’s fixed place of business.
- N. Special Needs** Special needs include passengers with a disability recognized under the ADA, passengers that are elderly and have health problems, passengers that are mobility impaired, or single passengers traveling with infant children and excessive possessions, including baby seat and luggage.
- O. Solicit or Solicitation:** Engaging in any in-person activities at the Airport intended to persuade members of the public to use Operator’s service.
- P. Suspension:** A period of time in which an Operator and/or Driver cannot operate at the Airport.
- Q. Vehicle** Any vehicle actually used in providing transportation services to a customer under the terms of, and authorization granted by, this Ground Transportation Agreement. Vehicle includes any vehicle owned, leased, or otherwise operated by Operator or any of its Drivers.
- R. Citation:** Any failure to abide by the terms of the Agreement identified separately on a Citation form provided by the Port to the Operator or its Drivers.

## 2. TERM

This Agreement, and any operating permit issued under it, shall become effective upon signing by both parties and shall continue thereafter for a period of 12 months from the date the Agreement is signed by both parties. Unless terminated or superseded, the Agreement shall – upon the reissuance of any necessary operating permit for the next permit year – automatically extend for such period and shall continue to extend for each subsequent issuance of a valid operating permit. In the event there are no operating permits issued in relation to this Agreement, this Agreement shall automatically continue for one (1) additional year and shall not be subject to additional extensions. Notwithstanding the initial or extended term, however, the Agreement may

be cancelled at any time in advance of the then-current expiration upon at least thirty (30) days written notice by either party to the other.

**3. GRANT TO COMPANY; NON-EXCLUSIVE RIGHTS**

- A. Operator's rights under this Agreement are non-exclusive. Nothing in this Agreement shall prevent the Port from entering one or more similar agreements with other operators for ground transportation services or permitting other operators to utilize the same facilities as Operator. Likewise, nothing in this Agreement shall prevent any other ground transportation operator from rendering the same type of service as Operator.
- B. Operator shall use only such portions of the Airport premises including any loading/staging areas as the Port, in its discretion, may from time to time designate in writing, subject to all of the terms, conditions and covenants contained in this Agreement. The Port does not hereby grant to Operator any particular loading/staging area rights.
- C. Nothing in this Paragraph 3 shall be construed to grant any rights to any third parties or to restrict in any way the Port's rights to deny or control uses of the Airport property. This Agreement does not authorize Operator to perform any services for the account, or on behalf, of the Port; all services authorized by this Agreement are to be performed by Operator to and for its own account or those of its Drivers.

**4. FEE/CHANGE IN FEE**

- A. Operator shall pay a fee as set forth in the then-current Airport tariff for the rights granted under this Agreement. The fee is specifically subject to change over the life of this Agreement upon thirty (30) days' written notification to Operator. **Fees will not be prorated nor will there be any refunds.**
- B. Certain Operators, as set forth in the then-current Airport tariff, may be subject to an activation or initiation fee. If one is imposed, any such fee shall be paid prior to the date on which the Operator commences operations.
- C. Fines for Citations shall also be as set forth in the then-current Airport tariff. Fines are specifically subject to change over the life of this Agreement upon thirty (30) days' written notification to Operator. Fines may be assessed against the Operator and its employees, agents and Drivers.

**5. BILLING**

- A. To the extent that Operator is subject to a per-trip fee under the then-current tariff and the number trips is measured by the Port's AVI system, Operator will be invoiced by the tenth (10<sup>th</sup>) day of each month according to the number of trips for the previous month, as generated from the AVI system. If Operator is subject to a per-trip fee under the then-current tariff and is required to report the number of its trips, Operator shall provide any required report identifying the number of trips for the previous month no later than the fifteen (15<sup>th</sup>) day of each month.
- B. Invoices shall be payable upon receipt. For those Operators that self-report the number of monthly trips, the Port will not invoice Operator; instead, Operator shall remit the payment required under the then-current tariff with the report of its prior month's trips. Any other payments/monies owed by the Operator pursuant to the Agreement shall be paid to the Port within the time specified on the invoice.

**6. ADDITIONAL OBLIGATIONS OF COMPANY**

- A. Operator's employees, agents and Drivers performing services at the Airport shall be neat, clean and courteous, and Operator shall not permit its employees, agents or Drivers to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to Solicit business in any manner whatsoever.
- B. Operator shall not disturb the Port or any tenant, guest, invitee or other person using the Airport by making or permitting any unusual disturbance, noise vibration, or other condition on or at the Airport
- C. As noted in the Operating Agreement, Operator shall abide by, and be subject to, all then-current Port tariffs, rules and regulations, and procedures and directives that have been communicated to Operator by the Port and which pertain to the operation of vehicles at the Airport.
- D. Prior to execution, and continuing throughout the like of this Operating Agreement, Operator shall provide to the Port all documents relating to the necessary startup of operations (Startup Documents). The Startup Documents include: required insurance under this Operating Agreement; required documents for Operating Permit, if applicable; vehicle dimension sheet, charter bus information sheet; operator contact information sheet; evidence of vehicle registration for each vehicle, showing Vehicle Identification Number (VIN) and vehicle license plate number; documentation showing Operator is authorized to operate by the U.S. Department of Transportation Federal Motor Coach Carrier Safety Administration, if applicable; this Operating Agreement signed by the Operator; and, any other documentation required by the Port to establish operations at the Airport.
- E. Failure to provide any of the Startup Documents, or provide any required documentation during the Agreement, including, but not limited to, insurance when requested by the Port, the Operator will be placed on an operationally suspended list (Denied List). The Denied List shall be maintained by Ground Transportation and shall mean the Operator has failed to provide one or more documents required under this Operating Agreement and the Port shall prohibit the Operator from conducting operations. Furthermore, failure to cure placement on the Denied List shall be subject to Liquidated Damages, as defined on Exhibit D, which is incorporated hereto with this reference. The Port shall notify Operator of placement on the Denied List via provided electronic mail and shall include the reason and requirements to cure. The Port shall also notify Operator, via electronic mail, of cure by the Operator and whether Liquidated Damages, as described on Exhibit D, are applicable. Liquidated Damages, if applicable, shall be invoiced by the Port and payable by Operator upon demand.

**7. INSPECTION**

Operator shall make its employees, agents, Drivers and Vehicles available for inspection and review by representatives of the Port at any time while on Port property. The Port may inspect employees, agents, Drivers and Vehicles at any time for compliance with the standards in this Agreement. Operator's Vehicles may be inspected for cleanliness, proper equipment, good appearance, safe operating condition and violations of any laws, ordinances, the terms of this Agreement (specifically including the then-current Port tariffs, rules and regulations, and procedures and directives pertaining to the operation of vehicles at the Airport). Operator's employees, agents and Drivers may be inspected for cleanliness, good appearance, and violations of any laws, ordinances, or the terms of this Agreement (specifically including the then-current Port tariffs, rules and regulations, and procedures and directives pertaining to the operation of vehicles at the Airport). The Port shall not, however, be obligated to undertake any inspection or review, and the fact of an inspection (or the failure to undertake any inspection) shall not be constitute a certification, representation or warranty that Operator is in compliance with any obligation required under this Agreement.



**8. RIGHT TO DEVELOP AIRPORT; INTERRUPTIONS IN USE**

- A. The Port reserves the right to repair, develop and/or improve the Airport and roads, landing areas, taxiways, and terminal areas as it may see fit, free from any and all liability to Operator for loss of business or damage of any nature whatsoever sustained by Operators that arise from or relate to such repairs, alterations or additions.
- B. If the Port shall be unable for any reason to allow Operator the use of the Airport drives, or any portion thereof, at the time of commencement of the term of this Agreement or at any time during the term of this Agreement, the Port shall not be liable for any damage caused thereby to Operator, nor shall this Agreement thereby become void or avoidable, nor shall the term specified herein be in any way extended, and Operator shall not be subject to any refund or proration of fees paid under this Agreement and shall remain liable for all fees arising from Operator's continued operation and required by this Agreement.

**9. INDEMNIFICATION**

- A. The Port, its officers, employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Operator or Operator's officers, agents, employees, Drivers, contractors, subcontractors, licensees or invitees, as a result of any condition (including existing or future defects in the portions of the Airport utilized by Operator) or occurrence (including failure or interruption of utility service) whatsoever related in any way to Operator's use or occupancy of the Airport and of areas adjacent thereto.
- B. Operator shall defend (with counsel acceptable to the Port), fully indemnify, and hold entirely free and harmless the Port and its Commissioners, officers, agents and employees from any and all loss, damages, expenses, attorneys' fees, consultants' fees, court costs and other costs for or from: (a) any accident, injury, death or damage to any third party arising from Operator's operations on or about the Airport, whether or not caused by the negligence of Operator or any third party; and (b) any fault or negligence by Operator, any licensee, invitee or concessionaire of Operator, or of any officer, agent, employee, Driver, guest or invitee of any such person; and (c) any failure on Operator's part to comply with any of the covenants, terms and conditions contained in this Agreement; *provided, however*, nothing herein shall require Operator to defend, indemnify, or hold harmless the Port from any accident, injury, death or damage arising out of the sole negligence of the Port or its Commissioners, officers, agents and employees.
- C. Operator agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus Operator expressly waives its immunity under industrial insurance, Title 51, as necessary to effectuate this indemnity. **TENANT AND PORT AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION.**

**10. INSURANCE**

- A. Operator shall, at its own expense, comply with the insurance requirements set forth on **Attachment A** to these terms and conditions.
- B. The insurance requirements set forth on Attachment A shall not operate to limit Operator's liability separate from, or in excess of, the forms of insurance and policy limits set forth. Furthermore, the minimum policy forms and limits required do not indicate that the Port has assessed the risks that may be applicable to Operator under this Agreement. The Port makes absolutely no representations or warranties

that the forms or limits of coverage of insurance specified are adequate to cover Operator's property or Operator's liabilities or obligations under this Agreement.

#### **11. TAXES**

Operator shall be liable for, and shall pay throughout the term of this Agreement, all license fees and all taxes payable for, on account of, or related to its activities conducted at the Airport, whether imposed on Operator or on the Port. Operator shall reimburse the Port for all such taxes paid or payable by the Port. All tax amounts for which the Port is or will be entitled to reimbursement from Operator shall be payable by Operator at least fifteen (15) days prior to the due dates of the respective tax amounts involved; provided, that Operator shall be entitled to a minimum of ten (10) days' written notice of the amounts payable by it.

#### **12. LATE CHARGES**

All fees, payments or amounts owed by Operator to the Port shall be due as provided in this Pilot Program Agreement. If any fees or any other sum due from Operator shall not be received by the Port when due, the Operator shall be subject to interest and/or late charges as provided in Sea-Tac International Airport, Airport Tariff No. 1, as the same may be revised or replaced from time to time. Acceptance of such interest and/or late charges by the Port shall in no event constitute a waiver of Operator's default with respect to such overdue amount, nor prevent the Port from exercising any of the other rights and remedies granted hereunder.

#### **13. ASSIGNMENT**

Operator shall not assign or transfer this Agreement or any interest therein without first obtaining the Port's written consent, nor shall this Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise without the prior written consent of the Port. Any attempt to enter into any operating agreement, license or other agreement under which a third party is given rights or privileges to utilize portions of the Premises shall be an attempted assignment or subletting within the meaning of this paragraph; provided, however, this restriction shall not operate to limit an Operator that utilizes a model of delivering ground transportation services that utilizes independent contractors or other contractual relationships with the Drivers actually providing the ground transportation services so long as Operator remains fully responsible for the performance of the ground transportation services under this Agreement and individually permits each of the Drivers and Vehicles providing service hereunder.

#### **14. NONWAIVER**

The failure of the Port to insist in any one or more instances, upon a strict performance of any of the covenants or requirements of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver of or relinquishment for the future of the performance of such covenant or requirement, or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by the Port of any fees or fines, with knowledge of the breach of any covenant or requirement of this Agreement, shall not be deemed a waiver of such breach, and no waiver by the Port of any provision or requirement hereof shall be deemed to have been made unless expressed in writing and signed by the Port. The consent or approval of the Port to or of any act by Operator requiring the Port's consent or approval shall not be deemed to waive or render unnecessary the Port's consent or approval to or of any subsequent similar acts by Operator.

#### **15. NONDISCRIMINATION**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation's regulations, 49 CFR Part 21. Operator agrees that it will not discriminate

against any business owner because of the owner's race, color, religion, national origin, age, disability, genetic information, or sex in connection with the award or performance of any concession agreement, management contract, subcontract, purchase or lease agreement or other agreement covered by 49 CFR part 21. Furthermore, during the performance of this Agreement, Operator, for itself, its assignees, and successors in interest (for purposes of this Section and its referenced exhibits only, "contractor") agrees to both (i) comply with the covenants set forth on **Attachment B** and (ii) comply with the non-discrimination statutes and authorities set forth on **Attachment C**, both of which are incorporated hereby this reference.

**16. COMPLIANCE WITH LAWS**

Operator agrees to comply with all applicable rules and regulations of the Port now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Operator further agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations.

**17. JOINT AND SEVERAL LIABILITY**

Each and every party who signs this Agreement, other than in a representative capacity, shall be jointly and severally liable hereunder.

**18. LABOR DISPUTES**

Operator agrees to use its best efforts to avoid disruption to the Port, its tenants or members of the public, arising from labor disputes involving Operator, and in the event of a strike, picketing, demonstration or other labor difficulty involving Operator, to use its good offices, including the utilization of available legal remedies, to minimize and/or eliminate any disruption to the Port, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

**19. GOVERNING LAW; VENUE**

This Agreement shall be construed according to Washington State law without regard to its choice of law principles. Jurisdiction and venue for any suit arising under this Agreement shall be exclusively in the state of federal courts located in King County, Washington.

**20. INVALIDITY OF PARTICULAR PROVISIONS**

If any term or provision of the Agreement or its application to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected and will continue in full force and effect.

**21. CAPTIONS**

The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

**22. SURVIVAL OF INDEMNITIES**

All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement,

Operator shall, at the Port's option, defend the Port at Operator's expense by counsel reasonably acceptable to the Port.

**23. TERMINATION BECAUSE OF COURT DECREE**

In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this Agreement, then either party hereto may terminate this Agreement by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Operator is not in default under any of the provisions of this Agreement on the effective date of such termination, any fees prepaid by Operator shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Operator.

**24. TERMINATION FOR DEFAULT**

- A. Time is of the essence of this Agreement, and in the event of the failure of Operator to pay any fees or fines, or any other amounts required hereunder at the time and in the manner herein specified, to modify its operations forthwith at the request of the Port whenever the Port shall have determined in its discretion that the standards established herein are not being followed or to keep any of the covenants or agreements herein set forth to be kept and performed (including those within the Operating Instructions, the tariff, rules and regulations, and procedures and directives), the Port may elect to terminate this Agreement; provided however, that Operator shall be given fifteen (15) days notice in writing stating the nature of the default in order to permit such default to be remedied by Operator within said fifteen (15) day period. The Port may, for violations that it, in its discretion, considers serious, suspend Operator's activities at the Airport immediately and until such time as any deficiencies in performance under this Agreement have been remedied.
- B. If Operator shall file a petition in bankruptcy, or if Operator shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of the Operator shall be appointed in any proceeding brought by or against Operator, or if Operator shall make an assignment for the benefit of creditors, or if any proceeding shall be commenced to foreclose any lien on Operator's interest in any personal property kept or maintained at the Airport, the Port may, at its option, terminate this Agreement.
- C. No termination shall relieve Operator of any obligations already incurred or which are intended to survive termination.

**25. SUSPENSION OF AGREEMENT**

In the event that the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to materially interfere with Operator's services and operations, or in the event of destruction by fire or other cause of all, or a material portion of the Airport or Airport facilities, or any other circumstances which are beyond the control of the Port or the Operator, either party may suspend this Agreement for the periods of such disability.

**26. ATTORNEYS' FEES**

In the event that either party shall be required to bring any action to enforce any of the provisions of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the substantially prevailing party's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as

attorneys' fees in the trial court and in any appellate courts. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Port by public or in-house attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Seattle.

**27. AMENDMENT**

Subject to Operator's right to terminate this Agreement, any and/or all parts of this agreement may be amended by the Port upon thirty (30) days prior notice to the Operator.

**28. NOTICES**

All notices hereunder may be delivered or mailed. If delivered by messenger or courier, they shall be deemed delivered when received. If delivered by mail, they shall be deemed delivered one (1) day following mailing. All notices to the Port of Operator shall be sent to the address specifically set forth on the Operating Agreement. Either party may change the notice address by providing advance, written notice of the change to the other party.

**29. SUBORDINATION TO AIRPORT OPERATOR ASSURANCES**

This Ground Transportation Operating Agreement shall be subject and subordinate to the terms of any Airport Sponsor assurance agreement or other, similar agreement that the Port may, as operator of the Airport, be required to furnish to the Federal Aviation Administration or otherwise adhere.

ATTACHMENT A  
– Insurance Requirements –

- A. Prior to commencement of this Agreement, Operator shall procure and maintain insurance coverage to be kept in force for the term of this Agreement as determined by Table No. 1 of this Attachment A. Insurance shall be procured from authorized or eligible surplus lines insurance carriers with a current A.M. Best's rating of no less than "A Minus VI".
- B. Coverage shall be continuous and shall not lapse or be terminated during the Term of this Agreement without written notification to the Port by Operator's or Operator's insurance agent or broker, which written notification shall be provided no less than thirty (30) days prior to any such lapse or termination. Operator additionally agrees to notify the Port upon any reduction in limits.
- C. All deductibles or self-insurance retentions are the responsibility of the Operator. Operator may meet required insurance limits through a combination of primary and umbrella or excess insurance. Any insurance the Port may carry will apply strictly on an excess basis over any applicable insurance the Operator may carry.
- D. Operator shall provide evidence of insurance, specifically including the proper forms and endorsements identified in Table No. 1, at the inception of the Term and at least annually thereafter, or within five days upon request by the Port. Failure to provide evidence of insurance shall be construed as a breach of the terms of this Agreement and give the Port the right to terminate this Agreement in accordance with termination clause of this Agreement.
- E. The Operator shall provide to the Port, if requested, a copy of any insurance policy required under this Agreement, including a copy of the redacted policy declarations, binder, all endorsements, and any policy amendments, all of which shall be Confidential Information of Operator as defined in the Operating Agreement.
- F. The Port's review of the Operator's evidence of insurance shall not be construed as confirmation that the Operator is in compliance with any governing Local, State, or Federal mandatory insurance or financial responsibility law. The Port's failure to obtain and review any required insurance documentation as listed in Table No. 1 from the Operator is not to be construed as a waiver by the Port of any required insurance or the provisions of any State or Federal financial responsibility law or insurance related to motor vehicle and for-hire vehicle operations. Operator bears all costs and liabilities if it fails to comply with any such insurance requirement or financial responsibility law. Whether or not the Port receives, collects, or requests evidence of insurance compliance as required within this Operating Agreement, compliance with the insurance requirements is the duty and sole obligation of the Operator.
- G. Operator is fully responsible for complying with the industrial insurance laws that apply to this Agreement or its employees, including Revised Code of Washington, Title 51 Industrial Insurance, for Operator and its employees as well as any applicable Federal industrial insurance laws for workers compensation.

**Table No. 1 - Automobile and Other Liability Insurance Requirements**

<b>Table No. 1 - Automobile and Other Liability Insurance Requirements</b>			
<b>Description</b>	<b>Insurance Required by Operator</b>		
<b>Vehicle Type</b>	<b>Commercial General Liability</b>	<b>Automobile Liability Insurance</b>	<b>Required Evidence of Insurance at Inception and Annually</b>
Airporters (or any transportation company transporting passengers in State of WA)  Seating 15 or less including the driver	Not Required	\$1,500,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or company) has filed a Form E of insurance with the WUTC. Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Airporters (or any transportation company transporting passengers in State of WA)  Seating 16 or more including the driver	Not Required	\$5,000,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or company) has filed a Form E of insurance with the WUTC. Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Belled in Taxis	Not Required	Auto insurance of not less than \$325,000 per occurrence on a combined single limit.	They are on an annual permit; bring in evidence of insurance annually at GT booth.
Courtesy Vehicles (Assume no buses or vehicles that seat more than 15 including driver).	Not Required.	\$1,000,000 combined single limit (bodily injury/property damage); Not regulated.  Biggest risk; as not regulated and no permit.	Certificate of insurance showing Port of Seattle as Certificate Holder; Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Charters Seating capacity of 15 and less including driver.	Not required.	\$1,500,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or company) has filed a Form E of insurance with the WUTC. Validate insurance at signing of Operating

**Table No. 1 - Automobile and Other Liability Insurance Requirements**

<b>Table No. 1 - Automobile and Other Liability Insurance Requirements</b>			
<b>Description</b>	<b>Insurance Required by Operator</b>		
<b>Vehicle Type</b>	<b>Commercial General Liability</b>	<b>Automobile Liability Insurance</b>	<b>Required Evidence of Insurance at Inception and Annually</b>
			Agreement and upon renewal of Operating Agreement.
Charters ( Seating capacity of 16 and more including driver	Not required.	\$5,000,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or company) has filed a Form E of insurance with the WUTC. Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Crew Vans (no vans or buses with seating capacity of 16 or more including driver).	Not Required	\$1,000,000 combined single limit (bodily injury/property damage);	Certificate of insurance showing Port of Seattle as Certificate Holder; Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.
Parcel Carriers	Not required.	\$1,000,000 combined single limit (bodily injury/property damage);	Certificate of insurance showing Port of Seattle as Certificate Holder; Validate insurance annually;
Pre-Arranged Limos – Chauffer	Not Required.	As defined in WAC 308-83-115 but no less than \$1,050,000 combined single limit in any one accident for bodily injury and property damage.	Certificate of insurance showing Port of Seattle as Certificate Holder; Validate insurance annually
Door to Door Shuttle Express or Seating 15 or less including the driver	Not Required	\$1,500,000 combined single limit (bodily injury/property damage); limits per the WUTC	Certificate of insurance showing Port of Seattle as Certificate Holder; and evidence that the Airporter (or company) has filed a Form E of insurance with the WUTC. Validate insurance at signing of Operating Agreement and upon renewal of Operating Agreement.



**ATTACHMENT B**

– Additional Non-Discrimination Covenants –

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** 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 Acts and the Regulations, 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 Acts and the Regulations relative to Non-discrimination 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 Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 Recipient 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 Nondiscrimination provisions of this contract, the Recipient 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 Recipient 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 Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ATTACHMENT C

– Pertinent Non-Discrimination Authorities –

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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, 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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 discrimination 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 U.S.C. 1681 et seq).

**ATTACHMENT D**

**- Schedule of Liquidated Damages -**

Schedule 1 Liquidated Damages	
Denied List for 30-days <sup>1</sup>	\$100.00
Denied List for 60-days <sup>1</sup>	\$250.00
Denied List for 90-days <sup>1,2</sup>	\$500.00

The specified liquidated damages amounts are in addition to, and not in lieu of, any other charge or amount that may be due for the conduct giving rise to the violation. Without limiting the generality of the foregoing, this includes late fees and interest as well as fines set forth in the Sea-Tac Rules and Regulations, Ground Transportation Rules & Regulations, or other Port Standards.

Schedule 1 Violations:
Insurance Documentation, including (but not limited to): <ul style="list-style-type: none"> <li>• Certificate of Insurance</li> <li>• Additional Insured Endorsement (if required)</li> </ul>
Startup Documents
Other Operating Standards

<sup>1</sup> Days on Denied List shall mean consecutive days without providing compliant documentation to the Port.

<sup>2</sup> Failure to cure after 90-days shall automatically terminate this Operating Agreement. Liquidated Damages assessed shall remain payable and due to the Port..

# SEATTLE-TACOMA INTERNATIONAL AIRPORT

## GROUND TRANSPORTATION DRIVER RULES & INSTRUCTIONS



# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

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### **III. Appendix**

- Maps of Load/Unload Areas
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# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## **Welcome**

Ground Transportation at Sea-Tac Airport has three major components: the airport customers, ground transportation operators (drivers and owners), and the airport employees.

For a majority of the Airport's customers, their first and last impression of the Northwest may be formed by their experience with the Airport Ground Transportation services.

Each Ground Transportation operator should offer the highest level of customer service while acting in a courteous and professional manner. Together we will continue to function as one of the best Ground Transportation operation in the country.

## **Objective**

The purpose of the Ground Transportation Department at Seattle-Tacoma International Airport is to promote high quality, safe and convenient ground transportation services for the traveling public. Through our customer service efforts with the ground transportation operators we will ensure that they are able to offer a high quality product that is in accordance with the rules and regulations imposed by the Washington State Department of Licensing, Washington Utilities and Transportation Commission, City of Seattle, King County, and the Port of Seattle Airport Operations Department.

The Ground Transportation Booth is located on the 3<sup>rd</sup> Floor of the Seattle-Tacoma International Airport parking garage. Ground Transportation Staff is available to answer your questions seven days per week 0500A.M. - 0200A.M.

Port of Seattle Ground Transportation  
Seattle-Tacoma International Airport  
P.O. Box 68727  
Seattle, WA 98168

(206) 787-5904  
(206) 787-5906

## **Definitions**

The definitions set forth in the Terms and Conditions shall apply in these Operating Instructions.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Ground Transportation Operating Instructions

The following Operating Instructions apply to Ground Transportation Operators and their employees, agents and Drivers when operating at Seattle-Tacoma International Airport.

Authorized Ground Transportation Operators, with a Port of Seattle Operating Agreement are granted permission to operate their service at Seattle-Tacoma International Airport in accordance with these Operating Instructions and all applicable law and regulations, specifically including, applicable Port tariffs, rules and regulations, and procedures and directives. Operators may obtain copies of applicable tariffs, rules and regulations, and procedures and directives at the Airport Ground Transportation Booth.

## Permit Fees/Trip Fees/Violations Charges

Refer to: Sea-Tac International Airport - Tariff No. 1 – Page 19

- <http://www.portseattle.org/Business/Documents/Tariff.pdf>

## Use of Premises

- A. The Port will designate and identify all loading/unloading, staging, and holding areas and reserves the right to change, designate, re-locate or abolish these areas at any time. (See Exhibit A.) Operators must promptly comply with instructions regarding vehicle use from Ground Transportation Staff.
- B. Passengers may be loaded or unloaded only in designated locations. Those locations are generally designated in this Operating Rules Instructions but may be changed, at any time, by the direction of the Landside Operations Manager.
- C. Operator shall not solicit or engage in any activities at the Airport intended to persuade members of the public to utilize Operator's vehicles and/or services.
- D. Operator shall not restrict, block, or impede the movement of any vehicular or pedestrian traffic at the Airport.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Equipment

- A. Vehicles shall be in good operating order, free from mechanical defects, and in clean, neat, and attractive condition both inside and outside as determined by the Ground Transportation Office. Operator's Vehicles must pass inspection by the WUTC, City of Seattle, King County, a City or County-approved ASE (Automotive Service Excellence) certified mechanic, or a Washington State-approved agency, whichever is applicable. Operator is specifically prohibited from performing any maintenance at the Airport.
- B. Within fifteen (15) days from the date of Operator's Operating Agreement, Operator will prepare and deliver to the Port a list of the total number of Vehicles available for use and service. The list will contain but not be limited to, the following:
  - 1. License plate; van/bus number
  - 2. Make and model of vehicle
  - 3. Year of manufacture of each vehicle
  - 4. Seating Capacity

Operator shall update this list whenever Vehicles change and shall, within two days of the Port's request, provide a restated list of the Vehicles then available for use and service.

## Permits/AVI Sticker Tags

- A. If applicable, current legible Port permits must be clearly displayed on the inside of the Vehicle windshield. There will be a replacement fee if permit is lost or stolen (credit or debit card only). With the exception of Parcel Carriers, the permit is nontransferable and may be used with only a single Vehicle.
- B. Operator must participate in the Automatic Vehicle Identification (AVI) program, if requested by Landside Operations Manager. Port staff will affix an AVI tag to the inside of the Vehicle's windshield below the rearview mirror..
- C. The Port reserves the right to deny sale of permit, and /or AVI tag for any Vehicle that does not meet Port standards.

## Conduct of the Operator

Operator's employees, agents and Drivers shall, at all times when on duty, be in proper uniform be neatly and cleanly dressed, conduct themselves in an professional manner, be courteous and polite to the public and Port employees, and not engage in any raucous or offensive conduct. Operator shall discharge its duties in an efficient manner in order to maintain a high standard of service to the public.



# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Enforcement

- A.** Violation of the Operating Agreement or these Operating Instructions may, in addition to any other remedies provided within the Operating Agreement, result in a monetary fine, suspension of the right to operate, and/or termination of the Operator, Driver and/or Vehicle according to the provisions below.
- B.** Port Ground Transportation staff that observes a violation of the Port's Rules and Regulations, the Operating Agreement or any of these Operating Instructions shall have the right to issue a violation notice. Port Ground Transportation staff may also investigate any reported violation. If it is apparent that a violation occurred following any such investigation, Port staff may also issue a citation notice at the conclusion of the investigation.
- C.** Citation notices will be provided to the party committing the violation, usually a Driver. A copy of any citation will (unless issued directly to the Operator) also be provided to the Operator.
- D.** Fines for any violation shall be as set forth in the Sea-Tac International Airport, Airport Tariff No. 1, as the same may be revised or replaced from time to time. Subject only to a right of appeal (as set forth below), all fines shall be paid within ten (10) business days of the date the Port issues the citation notice. If a citation is issued to a Driver, the Driver shall be primarily responsible for payment. However, if timely payment is not made by a Driver, the Operator shall be responsible for payment and shall make payment within ten (10) business days of demand by the Landside Operations Manager.
- E.** Ground Transportation will maintain a record of all citations issued to each Operator, Driver, and Vehicle. Ground Transportation will generally track these violations for a rolling twelve (12) month period for purposes of imposing fine(s), suspension(s) and termination(s) of Drivers, Vehicles and/or the Operator.
- F.** In addition to any fine provided for by the Operating Agreement or these Operating Instructions, Drivers and Operators shall be subject to suspension from operating at the Airport as set forth in the tables below.

### DRIVER SUSPENSIONS

Citations Received	Action Taken
3 citations per Driver	7-day suspension of Driver
4-6 citations per Driver	30-day suspension of Driver
7 citations per Driver	90-day suspension of Driver
8 or more citations per Driver	Termination of Driver's authority to operate at the airport for not less than two (2) years

## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

### OPERATOR SUSPENSION

Citations Received	Action Taken
10 citation notices issued to Operator or any of its Drivers within a 3-month period	30-day suspension of Operator's authority to operate at the airport
3 suspensions of Operator within a 12-month period	Termination of Operator's authority to operate at the airport for not less than two (2) years

- G.** If fine is not paid as required by these Operating Instructions, the Port shall have the right to immediately suspend and/or revoke the Operator's Operating Agreement or the ability of any particular Driver or Vehicle to operate from the Airport.
- H.** The Landside Operations Manager, or designee, shall have the ability to immediately suspend an Operator and/or Driver for serious violations, including but not limited to the following:
1. Fighting;
  2. Misrepresenting fare to a customer;
  3. Acting in a rude, offensive or otherwise unprofessional manner with customers, the public, or Port staff;
  4. Soliciting;
  5. Reckless driving and reckless endangerment of the public on Port Premises;
  6. Commission of any gross misdemeanor or felony or related to driving or public safety;
  7. Lack of compliance with rules or requirements of regulatory bodies (e.g. DOL, WUTC, Seattle/King County) over the Operator and/or its Drivers; and
- I.** The Operator is responsible for ensuring any Driver or Vehicle that is suspended from operation abides by the suspension for its duration.
- J.** Failure to make timely payment or comply within the obligations of any suspension within the time period provide shall constitute an additional violation and be subject to the provisions herein.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Citation Appeal Process

- A.** Operator or any affected Driver shall have the right to appeal any citations identified by the Port and any fines or suspensions assessed by the Port. Without regard to the particular penalty imposed or specific violations identified, there shall only be one appeal for each notice of citation issued by the Port.
- B.** In the event that Operator or Driver wishes to appeal a citation, it must submit a written notice of appeal within ten (10) business days of the date the Port issues the citation notice. This period of time applies to both Operator and any affected Driver, without regard to whether the citation is issued to Operator or Driver (with only a copy provided to Operator). The written notice of appeal must identify the party filing the appeal, must briefly identify the basis for the appeal, and must identify the relief requested in the appeal.
- C.** The timely filing of an appeal will toll the deadline for payment of any fine and will, except for suspensions issues for serious violations, temporarily reinstate Operator's and/or Driver's ability to operate pending decision on the appeal.
- D.** Following receipt of a timely notice of appeal, a hearing will be held before a panel consisting of at least three persons from the Port of Seattle or other designees of the Landside Operations Manager. The Operator and/or Driver will be allowed to present evidence or testimony to counter the facts upon which the violation, fine or suspension is based. The violation notice and associated records shall, however, constitute prima facie evidence of the violation.
- E.** Following the hearing, the panel will issue a written finding. If the panel upholds the fine or suspension, the appealing party shall pay the fine within five (5) business days following mailing of the panel's decision or begin the suspension pursuant to the direction of the Landside Operations Manager. This provision is not intended to limit or bar any other remedies available to the Port under this Agreement.
- F.** All appeals requests must be in writing and submitted within ten (10) business days of receipt of letter of citation. Email: [GTappeals@portseattle.org](mailto:GTappeals@portseattle.org)  
Write to: Port of Seattle  
Ground Transportation Appeals Board  
P.O. Box 68727  
Seattle, WA 98168

## Amendments

The Port may amend any and all of these Operating Instructions, exhibits, and/or attachments at any time following ten (10) business days written notice. In the event of an emergency, as determined by the Port, instructions may be issued by the Port and shall be effective immediately and throughout the duration of said emergency.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Crew Van Transportation Operating Instructions

All passengers loading and unloading will be done in the areas designated by the Port Of Seattle (Appendix A).

### A. Crew Van (Buses)

1. Loading is limited to the Departures Level (upper level) by Door #5. Drivers must remain with their vehicles at all times unless Ground Transportation provides approval.
2. Unloading is restricted to the bus zones on the Departures Level (upper level) unless approved in advance by Ground Transportation.

### B. Crew Van (Vans)

1. Loading area is just east of the Ground Transportation Plaza, Island #3 under Sky Bridge #1, and at the South Ground Transportation Lot. Drivers must remain with their vehicles at all times unless ground Transportation provides approval. Wait time is a maximum of 10 minutes.
2. Unloading is restricted to the Departures Level (upper level) or the designated Loading Zones unless approved in advance by Ground Transportation.

### C. Vehicles using Island #3 must follow these safety rules.

1. Headlights must be on at all times
2. Do not exceed the posted speed limit of 10 m.p.h.
3. All vehicles must stop at crosswalks for pedestrians
4. No loading /unloading in thru lanes

### D. All unloading of passenger is restricted to the Departure Level (upper level)

1. All vehicles must park as close to the curb as possible
2. Vehicles must be actively unloading passengers

### E. Ground Transportation must approve any exceptions, including passengers with special needs, in advance.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Airporter Operating Instructions

- A.** All Passenger loading and unloading will be done in the areas designated by the Port of Seattle
  - 1. Airporter Buses- Loading and unloading zones are on the south end of the Arrivals Drive (lower drive) near Door #02.
  - 2. Downtown Airporter Express- Loads passengers from designated loading zones on the 3rd floor parking garage, at Island 2.
  
- B.** Vehicles using Island 2 within the 3<sup>rd</sup> floor of the Parking Garage must follow these safety rules:
  - 1. Headlights must be on at all times
  - 2. Do not exceed the posted speed limit of 10 m.p.h
  - 3. All vehicles must stop at crosswalks for pedestrians
  - 4. No loading/unloading in thru lanes
  
- C.** Airporters cannot occupy their assigned loading zones earlier than 10 minutes prior to their scheduled departure.
  
- D.** Staging is provided at the Charter Bus Lot at South 28<sup>th</sup> Street for all Airporter services.
  
- E.** Paging systems are available in each area and should be used to announce only the departure of your service. Individual, already booked, passengers may be paged by name to your service.
  
- F.** All Airporter vehicles must have a working AVI sticker tag transponder (Automatic Vehicle Identification Tag) displayed in the window at all times while on Airport property.

## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

### **Belled-In Taxi Operating Instructions**

- A.** All unloading of passenger is restricted to the Departures Level Drive (upper drive).
  - 1. All vehicles must park as close to the curb as possible
  - 2. Vehicles must be actively unloading passengers
  
- B.** All prearranged passenger pick-ups will be conducted on the Arrivals Level (lower level)
  - 1. All vehicles must park as close to the curb as possible;
  - 2. Vehicles must be actively loading passenger;
  - 3. Vehicles must have a current King County Plate to operate at the Airport along with a Belled-In Port of Seattle Permit.
  
- C.** Ground Transportation must approve any exception, including passengers with special needs, in advance.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Charter Bus Operating Instructions/Cruise Ship Season

- A.** Drivers will use the instructions listed below to the Charter Bus holding lot and the Northeast Ground Transportation Lot. Driver will enter the building at the holding lot and fill out a Charter Bus receipt, then use phone provided in the building dialing 5906 this will connect to the Ground Transportation dispatch.
- B.** Drivers will provide the following information:
1. Bus Company
  2. Bus number
  3. Name of Group they are picking up
  4. Airline
  5. Flight number
  6. ETA for the flight arrival
- C.** Operators cannot pick up groups from the Northeast GT Lot without first using the 28<sup>th</sup> St. Lot. Operators are allowed to load in the Northeast GT Lot when the tour group is prepared for loading and baggage is waiting in the Northeast GT Lot. Otherwise, buses must wait in the 28<sup>th</sup> St. Lot. The Bus and driver will stay in the holding lot until the group has contacted either Ground Transportation or the Drivers cell phone. If the group calls the driver the driver will call Ground Transportation Dispatch and inform them of the arrival of the group. The bus will then be released to proceed to the Northeast Ground Transportation Lot (Charter Bus Pick Up Lot).
- D.** Loading is limited to the Northeast Ground Transportation Lot (Charter Bus Pick up Lot. Each bus must check in at the 28<sup>th</sup> Bus Holding Lot prior to being dispatched to the Northeast GT Lot to pick up their assembled group. Drivers must remain with their vehicles at all times unless Ground Transportation provides approval. Self-dispatching to pick up the party will result in a violation issued by Ground Transportation
- E.** The Driver will exit the holding lot and proceed to the Northeast GT Lot for pickup. Driver will then contact Ground Transportation Dispatch on the Intercom allowing the bus to access the Northeast GT Lot.

<u>28<sup>th</sup> St. Bus Holding lot directions</u>	<u>Northeast GT Lot directions</u>
From I-5: Take exit #152 / South. 188 <sup>th</sup> Street. Go West on South. 188 <sup>th</sup> Turn left at 28 <sup>th</sup> Avenue South Turn right at South 190 <sup>th</sup> – 433 feet Bus lot is on the right	Turn right from 190nd street to 28th Ave S. Turn left on 192nd St. Turn left onto International Blvd. Drive from 28 <sup>th</sup> St. Lot to Pacific Hwy. S. -Turn right from 192 <sup>nd</sup> St. to 28 <sup>th</sup> Ave. S. -Turn left on 192 <sup>nd</sup> St. -Turn left onto International Blvd.

## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

	<ul style="list-style-type: none"><li>-Turn left on 182<sup>nd</sup> St. to Airport Expressway</li><li>-Travel on Airport Expressway and follow the sign to "Terminal/Parking"</li><li>-After going around loop, follow the sign to "Arrivals/ Parking"</li><li>-As the roads heads towards the parking garage, the entrance to the NE GT Lot is on the right.</li><li>-The route takes about 10 minutes.</li></ul> <p>Press the intercom on the keypad to access the lot</p>
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# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Courtesy Van Operating Instructions

- A.** All loading and unloading of passenger is restricted to Island 1 and Island 3 on the Courtesy Van Lanes within the 3<sup>rd</sup> Floor of the Parking Garage (see Appendix A). The following safety rules must also be followed:
  - 1. Headlights must be on at all times
  - 2. Do not exceed the posted speed limit of 10 m.p.h.
  - 3. All vehicles must stop at crosswalks for pedestrians
  - 4. No loading/unloading in thru lanes
  - 5. All vehicles must park as close to the curb as possible
  - 6. Vehicles must be actively loading or unloading passengers
- B.** There is no staging of vehicles on Airport property.
- C.** Ground Transportation must approve any exceptions, including passenger with special needs, in advance.
- D.** All Courtesy Van vehicles must have a working AVI sticker tag transponder (Automatic Vehicle Identification Tag) displayed in the window at all times while on Airport property.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Door-to-Door Shuttle Operating Instructions

- A.** All Passenger loading and unloading will be done in the areas designated by the Port of Seattle (Appendix A)
  - 1. Loading passengers is restricted to the Ground Transportation Plaza area
  - 2. Unloading passengers is restricted to the bus zones on the Departure level unless approved in advance by Ground Transportation.
  - 3. Vehicles shall not wait or park at the curbside on the drives unless the drivers are actively unloading passengers on the Departure (upper) drive only.
  - 4. Vehicles shall not be left unattended on the drives or in the Ground Transportation lots.
  
- B.** Vehicles using the 3<sup>rd</sup> floor of the Parking Garage must follow these safety rules:
  - 1. Headlights must be on at all times
  - 2. Do not exceed the posted speed limit of 10 m.p.h
  - 3. All vehicles must stop at crosswalks for pedestrians
  - 4. No loading/unloading in thru lanes
  
- C.** Door-to-Door Shuttles cannot occupy their assigned loading zones earlier than 10 minutes prior to their scheduled departure.
  
- D.** Staging is provided at the South 28<sup>th</sup> Street Bus Holding lot for all Door-to-Door services.
  
- E.** All Door-to-Door Shuttle vehicles must have a working AVI sticker tag transponder (Automatic Vehicle Identification Tag) displayed in the window at all times while on Airport property.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Parcel/Luggage Hauler Operating Instructions

- A. Parking for the purposes of picking up parcels, luggage, or making deliveries is limited to the authorized stalls on the 3rd floor of the Parking Garage, just east of the Ground Transportation Plaza.
- B. All Parcel/Luggage hauler vehicles must be marked with the company's logo at all times while on Airport property.
- C. All Parcel/Luggage hauler vehicles must have a valid parcel carrier permit displayed in the window at all times while on Airport property.
- D. Vehicles using the stalls within the 3<sup>rd</sup> floor of the Parking Garage must follow these safety rules:
  - 1. Headlights must be on at all times
  - 2. Do not exceed the posted speed limit of 10 m.p.h.
  - 3. All vehicles must stop at crosswalks for pedestrians
- E. Parking limited to 1 hour for those operators designated as Parcel Carriers and 2 hours for those operators designated as Luggage Haulers or Baggage Delivery Services. Extensions of these times will not be granted.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Pre-arranged Limousine Operating Instructions

- A.** All passengers unloading will be done on the Departure Level (upper) only. Passengers must be directed to Arrival Level for pick-up.
- B.** A driver choosing to use the assigned parking stalls in the 3<sup>rd</sup> floor GT Plaza must check in with the GT Booth on the 3<sup>rd</sup> Floor prior to entering the terminal, by using the Self-Serve Drivers Check in Computer. Drivers must enter their current For Hire ID badge or Chauffeur Credential Identification badge to obtain a drivers pass.
- C.** Driver must enter the following information into the Self-Serve Driver's Pass keyboard:
  - 1. License plate number
  - 2. Driver's King County For Hire License or authorized Chauffeur Credential
  - 3. Passenger's name
  - 4. Name of airlines and flight number
  - 5. Flight arrival time
  - 6. Stall number vehicle is parked inDriver's Pass must be displayed on the vehicle's dashboards, prior to entering the terminal. Sixty (60) minutes of parking will be authorized in the 3<sup>rd</sup> Floor GT Plaza.
- D.** Vehicles using the stalls within the 3<sup>rd</sup> Floor of the Parking Garage must follow these safety rules:
  - 1. Headlights must be on at all times
  - 2. Do not exceed the posted speed limit of 10 m.p.h.
  - 3. All vehicles must stop at crosswalk for pedestrians
  - 4. No loading/unloading in thru lanes
- E.** Drivers may not access Port premises designated as staging area and terminal drives for pick-up of passengers without having in his/her possession a current For Hire ID badge or Chauffeur Credential Identification badge must be displayed on the outer-most garment above the waist at all times.
- F.** Drivers may not loiter, solicit, wait or park on Airport Drives, including inside the terminal and parking garage.
- G.** All Prearranged Limousine vehicles must have a valid limousine permit displayed in the window at all times while on Airport property.
- H.** To access the Main Terminal, limousine drivers must have a hand held sign that cannot exceed 15" by 15" or be less than 8.5 by 11 in size or as otherwise approved by the Landside Operations Manager or designee, hereinafter "LOM" hand held signs must have either the name of the individual, group or company being met. The name /logo of the Company must be on the sign, must not exceed 25% of the sign, and be of a professional

## Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

quality. The Company phone number may not be on sign.

- I.** There are no staging facilities for Pre-Arranged Limousine services on airport premises. The 3rd Floor Limousine Parking area is for active customer loading/unloading only. Personal or other business uses are not allowed.
- J.** Staging in the cell phone lot is ***not*** permitted at any time.

# Seattle-Tacoma International Airport Ground Transportation Rules & Instructions

## Lost and Found Procedures

Articles found on Airport property must be turned into the Ground Transportation Booth on the 3<sup>rd</sup> Floor of the Parking Garage. These articles will be delivered to the Airport Lost and Found Office at the beginning of the following workday.

Customers who have had their article turned into the Ground Transportation Booth should be directed to the Airport Lost and Found Office.

Airport Lost and Found Seattle-Tacoma International Airport P.O. Box 68727 Seattle, WA 98166 (206) 787-5312	Mezzanine Level of the Airport Terminal <ul style="list-style-type: none"><li>• Use the elevator behind Horizon Airlines' Ticket counter and go up one level to the mezzanine.</li><li>• Door 6016</li></ul>
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Articles left behind in the operator's vehicle are the responsibility of the operator. Ground Transportation will not accept responsibility for the article unless the owner of the article has authorized Ground Transportation to hold the article for pick up. Articles will be taken to the Airport Lost and Found Office the following workday.

## Customer Comments

Customer Comments taken by Ground Transportation will be forwarded to the Port of Seattle's Customer Relations Advocate and the responsible operator.

Airport customer comments or concerns should be forwarded to:

(206) 787-4031

(800) 894-3505

<http://www.portseattle.org/about/contact>

## Emergencies at the Airport

For airport emergencies that require the attention of the airport Police or Fire Department, dial **911** from any phone. Your cooperation in reporting emergencies will help reduce confusion regarding the exact location and nature of the emergency. The precise directions you offer will reduce the response time for the first responders and provide adequate staff to the scene.

The nature of the emergencies you may see will vary. There may be an incident that requires the attention of medical personnel or police personnel. In the event you are a witness to behavior that you believe to be suspicious in nature (theft, security, bodily harm to others, etc.), report the incident to the Port of Seattle Police immediately.



**Company Information Form** Fill out completely and print clearly.

<b>Company Name:</b>	
<b>DBA:</b>	
<b>Customer #:</b>	
<b>Name on Vehicle:</b> If Applicable	

<b>Company Mailing Address</b>		
<b>Street:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>

<b>Company Billing Address</b>		
<b>Street:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>

<b>Company</b>	
<b>Phone Number:</b>	
<b>Email:</b>	
<b>Website:</b>	
<b>Contact</b>	
<b>Name and Title:</b>	
<b>Phone Number:</b>	
<b>Email:</b>	

MAY 2018

COMMERCIAL GUARANTY

**Owner:** Port of Seattle  
Ground Transportation  
PO Box 68727  
Seattle, WA 98168

**Operator Name:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**1. DEFINITIONS**

The following words shall have the following meanings when used in this Guaranty:

- Operator:** The word "Operator" means the party identified above as Operator.
- Guarantor:** The word "Guarantor" means the party identified above as Guarantor.
- Guaranty:** The word "Guaranty" means this Guaranty made by Guarantor for the benefit of Owner.
- Owner:** The word "Owner" means the Port of Seattle, its successors and assigns.

**Indebtedness:** The word "indebtedness" is used in its most comprehensive sense and means and includes any and all of Operator's liabilities, obligations, debts, and indebtedness to Owner, now existing or hereinafter incurred or created, including, without limitation, all interest, costs, debts, overdraft indebtedness, credit card indebtedness, agreement obligations, other obligations, and liabilities of Operator, or any of them, and any present or future judgments against Operator, or any of them; and whether any such indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or not liquidated, determined or undetermined; whether Operator may be liable individually or jointly with others, or primarily or secondarily, or as guarantor or surely; whether recovery on the indebtedness may be or may become barred or unenforceable against Operator for any reason whatsoever; and whether the indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise.

**2. AMOUNT OF GUARANTY**

The amount of this Guaranty is 100.00% of all amounts due now or later from Operator to Owner as provided below without limit.

**3. CONTINUING UNLIMITED GUARANTY**

For good and valuable consideration, Guarantor absolutely and unconditionally guarantees and promises to pay to Owner, on demand, in legal tender of the United States of America, 100.00% of the indebtedness (as that term is defined above) of Operator to Owner on the terms and conditions set forth in this Guaranty. Under this Guaranty, the liability of Guarantor is unlimited and the obligations of Guarantor are continuing. Guarantor agrees that Owner, in its sole discretion, may determine which portion of Operator's indebtedness to Owner is covered by Guarantor's percentage guaranty.

**4. NATURE OF GUARANTY**

Guarantor's liability under this Guaranty shall be open and continuous for so long as this Guaranty remains in force. Guarantor intends to guarantee at all times the performance and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all indebtedness. Accordingly, no payments made upon the indebtedness will discharge or diminish the continuing liability of Guarantor in connection with any



remaining portions of the indebtedness or any of the indebtedness that subsequently arises or is thereafter incurred or contracted. Any married person who signs this Guaranty hereby expressly agrees that recourse under this agreement may be had against both his or her separate property and community property, whether now owned or hereafter acquired.

#### 5. DURATION OF GUARANTY

This Guaranty will take effect when received by Owner without the necessity of any acceptance by Owner, or any notice to Guarantor or to Operator, and will continue in full force until all indebtedness incurred or contracted before receipt by Owner of any notice of revocation shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Owner, by certified mail, at the address of Owner listed above or such other place as Owner may designate in writing. Written revocation of this Guaranty will apply only to advances or new indebtedness created after actual receipt by Owner of Guarantor's written revocation. For this purpose and without limitation, the term "new indebtedness" does not include indebtedness which at the time of notice of revocation is contingent, not liquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. This Guaranty will continue to bind Guarantor for all indebtedness incurred by Operator or committed by Owner prior to receipt of Guarantor's written notice of revocation, including any extensions, renewals, substitutions or modifications of the indebtedness. All renewals, extensions, substitutions, and modifications of the indebtedness granted after Guarantor's revocation, are contemplated under this Guaranty and, specifically will not be considered to be new indebtedness. This Guaranty shall bind the estate of Guarantor as to indebtedness created both before and after the death or incapacity of Guarantor, regardless of Owner's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation received by Owner from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of indebtedness covered by this Guaranty, and it is specifically acknowledged and agreed by Guarantor that reductions in the amount of indebtedness, even to zero dollars (\$0.00), prior to written revocation of this Guaranty by Guarantor shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the guaranteed indebtedness remains unpaid and even though the indebtedness guaranteed may from time to time be zero dollars (\$0.00).

#### 6. GUARANTOR'S WAIVERS

Except as prohibited by applicable law, Guarantor waives any right to require Owner to:

- (a) make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Operator, Owner, any surety, endorser, or other guarantor in connection with the indebtedness or in connection with the creation of new or additional obligations;
- (b) resort for payment or to proceed directly or at once against any person, including Operator or any other guarantor;
- (c) pursue any other remedy within Owner's power; or
- (d) commit any action or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Operator, the Guarantor, or both.

#### 7. MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are a part of this Guaranty:

**Amendments:** This Guaranty, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or

amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law:** This Guaranty has been delivered to Owner and accepted by Owner in the State of Washington. If there is a lawsuit, Guarantor agrees upon Owner's request to submit to the jurisdiction of the courts of King County, State of Washington. This Guaranty shall be governed by and construed in accordance with the laws of the State of Washington.

**Attorneys' Fees, Expenses:** Guarantor agrees to pay upon demand all of Owner's costs and expenses, including attorneys' fees and Owner's legal expenses, incurred in connection with the enforcement of this Guaranty. Owner may pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Owner's attorneys' fees and legal expense whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

**Notices:** AH notices required to be given by either party to the other under this Guaranty shall be in writing, may be sent by facsimile (unless otherwise required by law), and, except for revocation notices by Guarantor, shall be effective when actually delivered or when deposited with a nationally recognized overnight courier, or when deposited in the United States mail, first class postage prepaid, addressed to the party to whom the notice is to be given at the address shown above or to such other addresses as either party may designate to the other in writing. All revocation notices by Guarantor shall be in writing and shall be effective only upon delivery to Owner as provided above in the section titled "DURATION OF GUARANTY." If there is more than one Guarantor, notice to any Guarantor will constitute notice to all Guarantors. For notice purposes, Guarantor agrees to keep Owner informed at all times of Guarantor's current address.

**Interpretation:** In all cases where there is more than one Operator or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Operator named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Operator" and "Guarantor" respectively shall mean all and anyone or more of them. The words "Guarantor", "Operator", and "Owner" include the heirs, successors, assigns, and transferees of each of them. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty. If a court of competent jurisdiction finds any provision of this Guaranty to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, and all provisions of this Guaranty in all other respects shall remain valid and enforceable. If anyone or more of Operator or Guarantor are corporations or partnerships, it is not necessary for Owner to inquire into the powers of Operator or Guarantor or of the officers, directors, partners, or agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

**Waiver:** Owner shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Owner. No delay or omission on the part of Owner in exercising any right shall operate as a waiver of such right or any other right. A waiver by Owner of a provision of this Guaranty shall not prejudice or constitute a waiver of Owner's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Owner, nor any course of dealing between Owner and Guarantor, shall constitute a waiver of any of Owner's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Owner is required under this Guaranty, the granting, of such consent by Owner in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Owner.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO OWNER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY." NO FORMAL ACCEPTANCE BY OWNER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED:

Date: \_\_\_\_\_

GUARANTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name