

Airport Ground Transportation Policy

OBJECTIVE To promote and enhance the quality of Commercial Ground Transportation, the public convenience, the safe and efficient movement of passengers and their luggage to and from the Airport.

METHOD OF OPERATION It is necessary for the maintenance, operation, regulation and improvement of the Airport that Commercial Ground Transportation be regulated for the safe and efficient use of the Airport's limited space and facilities, particularly the limited space at curbside in front of the Terminal Building; to enhance safety and reduce congestion in front of the Terminal Building; and to make the Airport as self-sustaining as possible.

Definitions The following words, terms and phrases shall have the meanings herein given, unless otherwise specifically defined:

Airline Personnel Transportation Service. The transportation, on a recurring basis, of airline employees (including but not necessarily limited to pilots and flight attendants) to or from the Airport pursuant to an agreement between an airline and an Operator, whether such agreement is written or oral or a combination thereof.

Commercial Ground Transportation. Any and all of the following: the act of providing the carriage of, airport users, passengers or luggage in a Commercial Vehicle to or from the Airport, including but not limited to the Terminal Building or the premises of any fixed base operation; the act of using a Private Vehicle to provide Commercial Ground Transportation to or from the Airport for the owner or other person in possession thereof, when such owner or other person is engaging in air travel, and when the Private Vehicle is to be placed in a commercial off-Airport parking lot or facility; the transportation, on a recurring basis, of airline employees (including but not necessarily limited to pilots and flight attendants) to or from the Airport pursuant to an agreement between an airline and an Operator (whether such agreement is written or oral or a combination thereof).

Commercial Ground Transportation Operator

("Operator"). Any partnership, corporation, limited liability company, enterprise, person, or other entity engaged in any type or form of Commercial Ground Transportation. (For purposes of gender, the word "it" when used in lieu of the "Operator" in this Policy shall be deemed to also include "he and "she".)

Commercial Vehicle. Any vehicle, other than a Private Vehicle, which transports passengers, with their luggage (if any), to or from the Airport, and it includes specifically Courtesy Vehicles, Limousines and Taxicabs; and any vehicle which is used by an Operator for the provision of Airline Personnel Transportation Service or Luggage Transportation Service.

Courtesy Vehicle. A Commercial Vehicle of any size, with or without a meter, which is operated by, for, or for the benefit of, on behalf of, or pursuant to any contractual arrangement with a hotel, motel, off-Airport rent-a-car business, camp or off-Airport Parking lot or facility.

Limousine. A Commercial Vehicle that carries fifteen or fewer passengers for a fare, not determined by a meter.

Loading Area. A space or spaces designated by the Airport Director on the Terminal Building Curbside for the loading of Commercial Vehicles.

Luggage Transportation Service. The transportation, on a recurring basis, of luggage from the Airport pursuant to an agreement between an airline and an Operator, whether such agreement is written or oral or a combination thereof.

Park or to be Parked. To put or leave or let a Commercial Vehicle stand or stop in any location on the Airport, whether the driver thereof leaves or remains in such vehicle, when such standing or stopping is in a place other than a parking space in a public parking lot and is not required: by a traffic control device, a Public Safety Officer, or conditions beyond the control of the driver; or to enable a passenger, with his or her luggage (if any), to get into or out of such Commercial Vehicle.

Pre-reservation. A passenger reservation, accommodation or arrangement for Commercial Ground Transportation made, provided for or arranged prior to the Commercial

Vehicle's entry onto the Airport.

Private Vehicle. A vehicle which transports a person or persons to or from the Airport at no charge, either direct or indirect, to such person or persons or to any other person or entity. A vehicle which is operated by, for, or for the benefit of, on behalf of, or pursuant to any contractual arrangement with a hotel, motel, off-Airport rent-a-car business, camp or off-Airport parking lot or facility, and which carries passengers with Pre-reservations is not a Private Vehicle.

Solicitation. Either directly or indirectly, actively or passively, and at the Airport, to ask, request, seek or try to obtain a passenger or passengers for Commercial Ground Transportation.

Taxicab. A Commercial Vehicle that carries fifteen or fewer passengers for a fare, determined by a meter.

Bidding Option

The Authority may from time to time request bids for the carriage of passengers, with their luggage (if any), in a Commercial Vehicle to or from the Airport. In addition, the Authority may from time to time enter into an agreement with the successful bidder ("Contract Operator") for such specific Commercial Ground Transportation; and in its sole discretion, and without bidding, the Authority may, from time to time, award an agreement to a Contract Operator for such specific Commercial Ground Transportation. No such agreement (whether awarded with or without bidding) shall be exclusive. The Contract Operator's rights are non-exclusive, and the Authority has, and shall continue to have, the absolute right to enter into agreements with third parties for such specific Commercial Ground Transportation, and such agreements may be on the same or different terms than those set forth in any other agreement.

Nothing in an agreement with the Contract Operator or this Policy prohibits or restricts the City of Asheville, the Asheville Transit Authority or any other governmental agency, department or subdivision from providing mass transportation services.

Loading Areas

The Loading Area (which shall be designated from time to time by the Airport Director, the Director of Operations and Maintenance, or their designee) shall be used by all Commercial Vehicles Operators

Except for Commercial Vehicles of the Contract Operator or except as may be permitted from time to time by a written agreement with the Authority or by the Airport Director or designee, no Commercial Vehicle shall be Parked on the Airport. The Airport Director may establish at his sole discretion an area on Airport Property for a Commercial Airport Ground Transportation holding lot. The Airport Director may also wave the permitting requirements for such Operators as seasonal or specific delivery companies at his sole discretion if in his judgment it is in the best interest of the Airport Authority.

Solicitation

The Operators and the Contract Operator shall not engage in Solicitation.

Passenger Contact

When on Airport Property for the purpose of making contact in or about the Terminal Building with a passenger who has a Pre-reservation, an Operator may make contact with such passenger only in the area designated as the "Contact Area" on Exhibit A, which is attached hereto and incorporated herein. If the Operator wishes to display a placard or sign in order to contact such passenger, placard or sign may only set forth thereon the name of the passenger and/or the name of the passenger's organization, association or company. The name, logo type, emblem or symbol of the passenger's destination may be included on a placard or sign when the Operator also identifies at least the event or name of the individuals they intend to transport and verification of a pre-reservation can be obtained. Airport Operations and/or the Department of Public Safety shall have the right to restrict the Operator from displaying a placard or sign at their sole discretion. The vehicle operator may not leave their vehicle unattended at any time other than in areas designated by the Airport Director.

**Statement of
Information**

Each Operator shall forthwith deliver to the Airport Director at his office a written statement verified and acknowledged in writing by an officer of the Operator (if a corporation), member or managing member (if a limited liability company), general partner (if a partnership) or owner, stating the Operator's full legal name, assumed name (if any), street address, mailing address, emergency contact (available at all times), telephone number and facsimile number. An updated replacement statement shall be delivered to the Airport Director no later than July 1st of

each calendar year.

**Commercial Vehicle
Identification**

All Commercial Vehicles shall be clearly identified by at least the Operator's name, assumed name or logo. Each Operator shall deliver to the Airport Director at his office a written list verified and acknowledged in writing by an officer of the Operator (if a corporation), member or managing member (if a limited liability company), general partner (if a partnership), or owner, stating the license plate number, model, year, color and markings (such as a name, logo, telephone number, emergency contact (available at all times), and so forth) of each Commercial Vehicle. If the Commercial Vehicle is used in the provision of Airline Personnel Transportation Service or Luggage Transportation Service, this list shall also state, with the license plate number, the date on which the annual permit fee (which is referred to below) was paid to the Authority. An updated replacement list shall be delivered to the Airport Director no later than July 1st of each calendar year; and if a Commercial Vehicle is obtained or utilized after July 1st, the Operator shall forthwith provide to the Airport Director at his office a written notice thereof, stating the information.

Violations

While at the Airport, the Commercial Vehicles and the drivers thereof shall be subject to traffic-control directions by the Airport Director, the Director of Operations and Maintenance, Airport Operations Supervisors, Maintenance Supervisor, Airport Public Safety Officers, and other law enforcement officers.

In the event that an Operator or one of its drivers violates any provision of this Policy or the Authority's Rules and Regulations, the Airport Director, the Director of Operations and Maintenance, or designee may prohibit the Operator or the driver, or both of them, from entering upon the Airport property to provide Commercial Ground Transportation for a period not exceeding ten (10) days and impose a fine in accordance with the Authority's Rules and Regulations. In the event that an Operator or one of its drivers violates any provision of this Policy within sixty (60) days of a previous violation, the Airport Director may in his sole discretion prohibit the Operator or the driver, or both of them, from entering upon the Airport property to provide Commercial Ground Transportation for a period not exceeding thirty (30) days and impose a fine in accordance with Authority's Rules and Regulations. If after the third offense, the Operator or

one of its drivers violates any provision of this policy within the remainder of the permit year, or within ninety (90) days of the previous violation, the Airport Director may in his sole discretion prohibit the Operator or the driver, or both of them, from entering upon the Airport to provide Commercial Ground Transportation for a period not exceeding six (6) months, and impose a fine in accordance with the Authority's Rules and Regulations. Before the imposition of such a prohibition, the Operator and the driver will be given the opportunity to appear before the Airport Director at an informal hearing, in order to present information and evidence in opposition to such a prohibition. A letter must be sent to the Airport Director by certified mail within five (5) business days stating the reasons for the appeal. The Airport Director will respond to the appeal within thirty (30) days with a final decision. In the event that the Operator or one of its drivers do not request an appeal in writing within five business days, the Operator, driver or both shall immediately cease operation on Airport Property as originally notified by the Airport Director. (This provision is in addition to, and not in limitation of, the Authority's other rights and remedies.)

Annual Permit Fee

An annual permit fee shall be paid by each Operator which is engaged in the provision of Commercial Ground Transportation, including Airline Personnel Transportation Service, Luggage Transportation Service or any other vehicle engaged in transporting airport passengers with pre-reservations or their luggage. This annual permit fee shall be paid to the Authority at the Authority's office in advance and no later than July 1st of each Permit Year. This annual permit fee shall be for a period of twelve (12) months, commencing on July 1st and ending on June 30th. No annual permit fee or portion thereof shall be refundable in the event that an Operator discontinues such Commercial Ground Transportation or a Commercial Vehicle is no longer utilized.

The annual permit fees effective on the adoption of this policy are as follows:

- a. A \$200.00 permit fee for each Commercial Vehicle, or
- b. A "company" permit fee of \$2000.00 shall apply to the permitting of ten (10) or more Commercial

Vehicles by a single company or \$4000.00 for an owner of two (2) or more companies.

The Authority may from time to time change the amount of the permit fee, with due regard to such matters as, for example, the Authority's property and improvements and the costs thereof, and the Authority's operational and maintenance expenses.

An airline shall forthwith provide to the Authority a copy of any agreement between the airline and an Operator relative to Airline Personnel Transportation Service or Luggage Transportation Service. If the entire agreement is not in written form, the airline shall provide to the Authority a written summary of the agreement, current insurance certificate in the appropriate amounts, the names of the contract parties and sub-contract parties (if any) the term of the agreement, and all consideration from the airline to the Operator by July 1st.

Compliance

The Operators and the Contract Operator shall comply with all Airport Policies and Procedures, Rules and Regulations, applicable laws and regulations of the State of North Carolina and the United States of America and their respective agencies, departments and subdivisions.

**RIGHT TO AMEND
POLICY**

The Asheville Regional Airport Authority reserves the right to adopt such amendments to this policy from time to time as it determines is necessary or desirable to reflect current trends of airport activity for the benefit of the general public or the operation of the Airport.

**APPROVAL AND
UPDATE HISTORY**

Approval

April 26, 2013

Supersedes

July 1, 2012/April 15, 2011/ April 11, 2008/ July 1, 2007/
January 24, 2005/ March 15, 2004/ September 15, 1997/
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Enacted

June 23, 1986