

OBJECTIVE To promote and enhance public convenience and order, the efficient movement and control of passengers and traffic to and from the Airport, and the efficient and safe use of the Airport's limited space and facilities, particularly the limited space at curbside in front of the Terminal Building; to help pay for the maintenance, operation and improvement of the Airport; to enhance the financial stability and viability of the Authority; to help make the Authority as self-sustaining as reasonably possible.

METHOD OF OPERATION It is necessary for the maintenance, operation, regulation and improvement of the Airport that this regulation be enacted with respect to peer-to-peer vehicle sharing operations which derive commercial benefit from the use of the Airport or its facilities.

Definitions The following words, terms and phrases shall have the following meanings:

Peer-to-Peer Vehicle Sharing Provider ("Provider") means the person or entity that operates, facilitates, or administers the provision of personal vehicle sharing through a Peer-to-Peer Vehicle Sharing Program, authorized to do business at the Asheville Regional Airport and shall enter into an Operating Agreement with the Greater Asheville Regional Airport Authority ("Authority").

Peer-to-Peer Vehicle Sharing Program ("Program") means a business platform that connects shared vehicle owners with drivers to enable the sharing of vehicles for financial consideration.

Peer-to-Peer Shared Vehicle ("Vehicle") means a vehicle that is available for sharing through a Peer-to-Peer Vehicle Sharing Program. In addition, the engaging in the rental and/or short-term leasing of vehicle(s) made available on Peer-to-Peer Vehicle Sharing Provider(s) application platform accessed by mobile app and/or web browser for customers to reserve and use for an agreed upon period of time, with the owner of Peer-to-Peer Shared Vehicle either dropping-off the vehicle to the customer or picking up the customer.

Peer-to-Peer Shared Vehicle Owner ("Owner") means the registered owner of a Peer-to-Peer Shared Vehicle that is made available for sharing through the Peer-to-Peer Vehicle Sharing Program.

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Gross Receipts ("Gross Receipts") includes all sums paid or payable to Provider, including payments to Shared Vehicle Owners, for providing Vehicle Sharing services to Airport customers and for all ancillary activities, except for sums specifically excluded herein, regardless of how any sum may be represented to the Airport customer, how or where Provider received the order for the Vehicle Sharing transaction, where the Shared Vehicle is obtained, or where the Shared Vehicle is returned. Without limitation, Gross Receipts includes: Charges for any time and mileage for Vehicle Sharing services, GPS and other electronic devices, child restraints, additional driver fees and all other transactions and charges of whatever nature derived from or incidental to Provider's operation. Charges for insurance offered incidental to a Vehicle Sharing agreement. All amounts charged to Provider's Airport customers at the commencement or the conclusion of the Vehicle Sharing transaction for the cost of furnishing and/or replacing fuel provided by Provider and/or Shared Vehicle Owners. Credits given to Airport customers for out-of-pocket purchases for fuel, oil, emergency services, deposits, or other matters, regardless of where such purchases were made. Inter-city fees and drop charges paid or payable to Provider. Additional sums paid to Provider at Asheville Metropolitan area locations or at other locations in connection with Vehicle Sharing services provided to Airport customers, such as when a Shared Vehicle is exchanged. NO deduction shall be made for the payment of franchise taxes, privilege taxes levied on Provider's Vehicle Sharing activities, equipment, or real or personal property of Provider.

Specific Exclusions from Gross Receipts: There shall be no exclusions from Gross Receipts except for the following:

The amount of any federal, state, local sales, or tourism tax separately stated on the Vehicle Sharing agreement and collected from the Airport customer and remitted to the taxing authority. The amount of any sum received as insurance proceeds or a judicial judgment or settlement to restore damage to automobiles or other property of Provider, or to restore a tangible loss, theft or conversion. The amount of any sale of Provider's capital assets or trade fixtures. Any amounts received for any cancellation fees. Any amounts received by Provider from Shared Vehicle Drivers which are fully passed through to Shared Vehicle Owners such as post-trip reimbursements, smoking fees, etc. Provider shall report to Authority all income associated with Vehicle Sharing transactions with Airport customers, both cash and credit, regardless of whether collected or not collected. No deduction shall be allowed for any uncollected amounts, write-offs, or adjustments made after the transaction with Airport

customer has been concluded. No Diversion. Provider shall not intentionally divert, through direct or indirect means, any of Provider's Vehicle Sharing transactions or related business with Airport customers to other locations of Provider or its affiliates without including such transactions in Gross Receipts. Authority shall have the right to immediately terminate the Operating Agreement thereby eliminating Provider's access to the Airport market and Vehicle Sharing transactions with Airport customers, or to take other appropriate action upon determining that an intentional diversion exists or has occurred. Gross Receipts shall be determined by the total of charges on the face of the Airport customer's final receipt in connection with the transaction, less any allowable charges excluded in the definition of Gross Receipts, above. The retroactive adjustment by Provider of Gross Receipts designated as volume discounts or any other designation or for any other purpose is prohibited.

Operating Agreement ("Agreement") means an operating agreement signed and executed between the Provider and the Authority which outlines the requirements for the Peer-to-Peer Vehicle Sharing Provider(s) to operate at the Asheville Regional Airport.

Solicit means, directly or indirectly, actively, or passively, and at the Airport, to ask, request, seek or try to obtain a customer or customers for a Provider.

Loading and Vehicle Exchange Areas

Each Provider may operate at the Asheville Regional Airport by either: 1) The Provider utilizes a minimum of two parking spaces located in the designated area identified in the Operating Agreement to be utilized for the vehicle exchange of the Vehicle, Owner, and customer, and shall pay the rate per day each month throughout the term of the Operating Agreement. The rate for such area may be adjusted from time to time at the sole discretion of the Authority. Additional parking spaces may be made available at the sole discretion of the Executive Director or designee; or 2) The Provider may utilize any Airport parking facilities in the same manner as any other Airport customer, in which Owners will drop off and pick up the Vehicle in an Airport parking lot and be responsible for any applicable parking fees. Nothing herein shall be deemed to authorize the parking of any vehicle in an otherwise restricted or prohibited area at the Airport.

The commercial curb shall not be used by Providers, Owners, or customers.

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Solicitation	No Provider or any of its employees or agents shall solicit business while at the Airport.
Statement of Information	Prior to beginning operations, and before July 1 st of each calendar year, each Provider shall deliver to the Authority at the Executive Director's office a written and legible statement setting forth the following information: the Provider's full legal name, assumed name, street address, mailing address, telephone number and facsimile telephone number; and an itemize description of each vehicle which is to be used at the Airport in the Provider's Peer-to-Peer Vehicle Sharing business (which description shall include each vehicle's license number, state of registration, make, model, color and year). If any of this information changed during the year after the delivery of this statement (including but not limited to the deletion or addition of a vehicle), a supplemental written and legible statement shall be forthwith delivered to the Authority at the Executive Director's office.
Vehicle Identification	All Peer-to-Peer Vehicles shall be clearly identified with vehicle trade dress, consisting of removable magnetic signage and/or recognizable emblems, which will allow Authority to always identify vehicles at a distance of up to fifty feet when such vehicles are on Airport. Such trade dress shall be a visual indicator and control device approved by Authority designating that the vehicle is authorized to operate at the Airport. Each Provider shall deliver to the Executive Director or designee, at his or her office a written list verified and acknowledged in writing by an officer of the Provider (if a corporation), member or managing member (if a limited liability company), general partner (if a partnership), or owner, stating the license plate number, current insurance certificate in the appropriate amounts, model, year, color and markings (such as a name, logo, telephone number, emergency contact, and so forth) of each vehicle. Contact and vehicle information must be kept continuously current and up to date. Owner shall be familiar with the requirements of their company and with the Authority prior to entering the boundaries of the Airport, or the Owner will be asked to immediately leave the property of the Airport and will not be allowed to return until they are familiar with this information.
Fees	By reason of the nature of their business activities and the relationship between such business activities and passengers arriving at and departing from the Airport, Peer-to-Peer Vehicle Sharing Providers conduct a portion of their businesses on, at, from and with respect to the Airport, and in so doing, they use the Airport and its facilities in furthering their own business and

commercial interests and purposes, for which privilege a reasonable privilege fee ("Fee") should be paid to the Authority.

In establishing the Fee, as set forth below, due regard and consideration has been given by the Authority to, among other things, the value of the Airport and its facilities which are used by the Providers, and the Authority's expenses for the maintenance, operation and improvement of the Airport and such facilities.

As a consequence of the Providers carrying out their business activities, additional vehicular and pedestrian traffic is created at the Airport, which, among other things, increases the need to regulate traffic.

Monthly Fees

In view of the above findings and with due regard for the facilities at the Airport and the maintenance, operation, regulation, and improvement thereof, the Fee, as set forth below, is reasonable, necessary, and proper.

Each Provider shall pay to the Authority at the office of the Authority's Executive Director ("Executive Director") a Fee for each calendar month, which Fee shall be payable on or before the fifteenth day of each month for the previous month. The Fee due each month shall equal 10% of the Gross Receipts during the previous month and any fines assessed.

Reporting

On or before the fifteenth (15th) day of each month, each Provider shall deliver to the Authority at the Executive Director's office a written and legible report ("Report") for the previous month's Gross Receipts in such detail, form and manner as directed by the Executive Director from time to time. The Reports shall be certified by an authorized representative of the Provider.

Late Fees

All payments shall be considered completed upon receipt and deposit by Authority. Without waiving any other right of action available to Authority, if Provider fails to pay within thirty (30) days of the date due any amount required to be paid by Provider, the Authority may charge interest at the rate of eighteen percent (18%) per annum, or the amount allowed by law, on the balance of the unpaid amount calculated from the date the amount is due until the close of business day upon which the delinquent payment is received by the Authority. The Authority, in its sole discretion shall have the right to waive any late fees.

Compliance

The following additional provisions are applicable to the Providers, Owners, and customers:

Nothing in this Regulation bestows or grants to any Provider or Owners any exclusive privilege.

The Authority has, has had, and shall continue to have the absolute right to develop, expand, improve and renovate the Airport (including but not limited to the Terminal Building), regardless of the desires or views of any Provider and without interference or hindrance from any Provider; and the Authority may continue to so develop, expand, improve and renovate the Airport.

All the employees and agents of each Provider shall be courteous at all times while at the Airport, and they shall not use improper language or act in a loud, boisterous, or otherwise improper manner while at the Airport.

The use of an illicit drug or the drinking of an alcoholic beverage by any of the Provider's employees or agents while at the Airport is prohibited.

Each Provider shall comply with all applicable local, state, and federal laws, rules, regulations, and procedures of Federal, State, and local governments, and in addition shall comply with Airport Ordinances, Rules, Regulations, Airport Directives, and Airport Security Procedures, which may be imposed from time to time by the Authority, FAA, TSA, or successor agencies, governing conduct on, and operations at, the Airport.

Each Provider shall indemnify the Authority and its present and future officers, members, Executive Director, employees and agents harmless at all times in the future for, against and from all claims, demands, judgments, settlements, damages, losses, costs and expenses (including but not limited to attorneys' fees) which related to or arise out of the conduct of the Provider's business at the Airport or the use or operation of any of the Provider's vehicles.

Each Provider shall purchase and maintain comprehensive general liability insurance coverage in at least the amount of \$2,000,000 relative to its acts and omissions at the Airport. The Authority and its present and future officers, members, Executive Director, employees, and agents shall be named as additional insured under such policy.

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Each Provider shall forthwith deliver to the Executive Director a certificate of the above insurance coverage. The certificate shall provide that the coverage referred to therein shall not be terminated to therein shall not be terminated, modified, or renewed until the Authority has received thirty days written notice thereof. In the event that an insurance carrier should terminate, modify or not renew the above insurance coverage, the Provider shall immediately contract with another insurance carrier to provide the requisite coverage and shall immediately deliver to the Executive Director a replacement certificate.

The above coverage shall be written through an insurance carrier or carriers which are qualified to do business in the state of North Carolina.

The Owners may use in common with others the Authority's roads and driveways, unless otherwise restricted.

Each Provider and Owner is an independent contractor, and no Provider or Owner is the agent, partner, or employee of the Authority.

If any of the provisions of this Regulation, or any portion thereof, shall contravene or be invalid under the laws or regulations of the State of North Carolina or the United States of America, or any of their respective agencies, departments or subdivisions, such contravention or invalidity shall not invalidate the whole Regulation, but this Regulation shall be construed as if not containing the particular provision, or portion thereof, held to be in contravention or invalid, and the rights and obligations of the Provider(s) and the Authority shall be construed accordingly. North Carolina shall govern and apply to this Regulation.

Violations

While at the Airport, the Provider(s) and the Owners thereof shall be subject to traffic-control directions by the Executive Director, or designee.

The following procedures include a process for violations, fines, and suspensions that are necessary; however, Airport Management is not limited to these procedures and may temporarily or permanently suspend Provider, Owner, or both immediately and/or while under appeal as deemed in the best interest of the Airport or traveling public.

The Executive Director, or designee may suspend Provider(s), Owner, or both as deemed necessary for the orderly operation of the Airport and for the safety of passengers.

The Department of Public Safety, Airport Operations, and Airport Management will continuously monitor for unattended vehicles and other violations of Airport Policies and Procedures, and Airport Ordinances No. 201701 Airport Rules and Regulations, as amended or superseded for violations on the Airport, and will provide enforcement to ensure this requirement meets security guidelines as may change from time to time. Further, Public Safety Officers and Authority Management may issue Violation Notices, and fines in accordance with the Authority Airport Ordinances No. 201701 Airport Rules and Regulations, as amended or superseded for violations of this policy.

In the event that a Provider or one of its Owners violates any provision of this policy or the Authority's Rules and Regulations, the Executive Director, or designee, may prohibit the Provider or the Owner, or both of them, from entering upon the Airport property to provide Peer-to-Peer vehicle sharing services 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 a Provider or one of its Owners violates any provision of this Policy within ninety (90) days of a previous violation, the Executive Director, or designee, may in his or her sole discretion prohibit the Provider or the Owner, or both of them, from entering upon the Airport property to provide Peer-to-Peer vehicle sharing services for a period not exceeding thirty (30) days and impose a fine in accordance with Authority's Rules and Regulations, as amended or superseded.

If after the third offense, the Provider or one of its Owners violates any provision of this policy within the remainder of the permit year, or within one hundred eighty (180) days of the previous violation, the Executive Director may in his or her sole discretion prohibit the Provider or the Owner, or both of them, from entering upon the Airport to provide Peer-to-Peer Vehicle Sharing Services for a period not to exceed six (6) months, and impose a fine in accordance with the Authority's Rules and Regulations as amended or superseded.

The Provider and the Owner will be given the opportunity to appear before the Executive Director at an informal hearing to present information and evidence in opposition to such a prohibition; however, the Provider, the Owner or both may be required to cease operations immediately as instructed by Airport Management at any time during the appeal process. A letter must be sent to the Executive Director by certified mail within five (5) business days stating the reasons for the appeal. The Executive Director will respond to the appeal within thirty (30)

days with a final decision. If the Provider or one of its Owner do not request an appeal in writing within five business days, the Provider, Owner or both shall immediately cease operation on Airport Property as originally notified by the Executive Director, or Airport Management. (This provision is in addition to, and not in limitation of, the Authority's other rights and remedies.)

**RIGHT TO AMEND
POLICY**

This Regulation may be amended from time to time by the Authority.

**APPROVAL AND
UPDATE HISTORY**

Approval

May 13, 2022