

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. Operational Directive 14 will be updated and used to manage and implement day to day changes and procedures from time to time to meet shifting industry standards.

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. Vehicles used by drivers who work for Transportation Network Companies are considered commercial vehicles.

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 parking lot, parking area, or other spaces designated by the Executive Director, or designee 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, Executive Director or designee, 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, or in an authorized staging area by the Authority.

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. Commercial Drivers who are found out of the approved areas without permission, or in an area not authorized by Airport Authority Employees will be deemed solicitation.

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

Transportation Network Company (TNC)/Ride Share. Citizens utilizing a privately owned or leased Motor Vehicle for commercial ground transportation purposes that are dispatched through electronic means by a company App.

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; however, the Airport Authority reserves the right to determine the timing of how and when more than one contract operator is needed and when the service level can be sustained. 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 Executive Director or designee) shall be used by all Commercial Vehicle Operators. Passenger pick-up by Commercial Vehicle Operators is not permitted on the front terminal curbside, except as otherwise authorized by the Executive Director or designee.

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 Executive Director or designee, no Commercial Vehicle shall be Parked on the Airport. The Executive Director may establish at his/her sole discretion, designated passenger pickup areas for commercial ground transportation vehicles. Passenger pickup areas may be designated ground transportation pick up lots, areas, or spaces in other locations, and may be specifically designated only for use by certain categories of commercial ground transportation vehicles. No commercial ground transportation vehicle shall drop off or pick up a passenger at the airport without having first made arrangements for the proper payment of all current fees for same, and without utilizing the proper procedures or methods for same, as determined in the sole discretion of the Executive Director or designee, and contained within the Operational Directives of the Asheville Regional Airport. Access cards issued for ingress/egress to designated lots expire at the end of the ground transportation Permit Year and are renewed upon payment and issuance of a ground transportation permit for the ensuing year. Any Commercial Operator, Driver, or both, shall be banned from airport property, and temporarily or permanently restricted or banned from conducting commercial ground transportation activities at the airport, for damaging, circumventing, or sabotaging any and all revenue and access control equipment on the airport, or for circumventing any electronic geo-fence established for the use of the airport by Transportation Network or Rideshare companies.

Commercial Vehicle Operators may drop off passengers at the terminal curbside. The Executive Director may also wave the

permitting requirements for such Operators as seasonal or specific delivery companies at his/her 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 while making contact with a passenger who has a Pre-reservation, an Operator may contact passengers in a manner compliant with current Directives, or as permitted by the Executive Director or Designee. The requirement for making contact is subject to change from time to time by the Executive Director or designee, and is not intended to allow unattended vehicles at any time. Passenger assistance may be granted by a Guest Services Clerk only if arranged in advance by the driver. If the Operator wishes to display a placard or sign to contact such passenger, placard or sign no larger than 12" x 12" is permitted and 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, Department of Public Safety, and Airport Management employees shall have the right to restrict the Operator from displaying a placard or sign at their sole discretion and Operational Directive 14 will be the guide of how, where, and when the sign may be displayed. The vehicle operator may not leave their vehicle unattended at any time other than in areas designated by the Executive Director or designee.

Statement of Information

Each Operator shall forthwith deliver to the Executive Director or designee at his or her 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, telephone number and email address and/or facsimile number. Contact information must be kept continuously current and up to date. An updated replacement statement shall be delivered to the Executive Director or designee, no later than July 1st of each calendar.

**Commercial
Vehicle/Driver
Identification and
Standards**

All Commercial Vehicles shall be clearly identified by at least the Operator's name, assumed name or logo. Each Operator 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 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, 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 Commercial Vehicle. Contact and vehicle information must be kept continuously current and up to date. Vehicle and driver inspections may be conducted from time to time for Taxicab, On-Demand Shared Ride Services, and Transportation Network Companies (TNC) to provide a standard for Commercial Vehicles and drivers. TNC drivers shall be familiar with the requirements of their company and with the Authority prior to entering the boundaries of the Airport, or the driver 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. The Executive Director, or designee shall have the Authority to set standards, or may follow, but not limited to a combination thereof, as may be a best practice of the Airport Ground Transportation Association, Carolinas Parking Association, North Carolina Association of Transportation Regulators, and as set forth in the Recommendations for North American Airport Ground Transportation Standards that are adopted from time to time and is deemed in his sole discretion to be in the Airports best interest. 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 Executive Director or designee, no later than July 1st of each calendar year, or when the access card and/or permit is issued; and if a Commercial Vehicle is obtained or utilized after July 1st, the Operator shall forthwith provide to the Executive Director, or designee, at his/her office a written notice thereof, stating the information. The Ground Transportation Staging Lot Access Card and Permit shall both expire at the end of the permit year.

Violations

While at the Airport, the Commercial Vehicles and the drivers 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 companies, drivers, 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 companies, drivers, 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 ground transportation 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 an Operator or one of its drivers violates any provision of this policy or the Authority's Rules and Regulations, the Executive Director, 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 Airport Ordinances No. 201701 Airport Rules and Regulations, as amended or superseded. In the event that an Operator or one of its drivers 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 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 Airport Ordinances No. 201701 Airport Rules and Regulations, as amended or superseded. 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 one hundred eighty (180) days of the previous violation, the Executive Director may in his or her 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 to exceed six (6) months, and impose a fine in accordance with the Authority's Airport Ordinances No. 201701 Airport Rules and Regulations as

amended or superseded. The Operator and the driver 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 company, operator, 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 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 Executive Director, or Airport Management. (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 and/or a combination of trip fees consistent with approved rates and charges 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 and trip fees 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 and trip fees 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. If the Operator discontinues such Commercial Ground Transportation or a Commercial Vehicle is no longer utilized, the permit is non-transferable. Should a vehicle be replaced during the permit year, a new permit may be issued at a replacement cost of \$50.00, as well as, lost access cards that is consistent with approved rates and charges. This cost is to cover the administrative time necessary for the replacement, including vehicle inspection. If the permit or card cannot be returned, the full cost must be paid to replace the permit or access card consistent with the rates and charges.

The Authority may from time to time change the amount of the permit fee, or change fee. The Authority may also add other fees such as a trip fee to and/or from the Airport, application fee, or dwell time 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. Such fees will be consistent with approved rates and charges.

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, or the permit application may be denied.

Compliance

The Operators and the Contract Operator shall comply with all Airport Ordinances, 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. All fines must be paid and the operator must be in good standing with the Authority, or the permits in effect will be suspended until the operator pays all fines and corrects all deficiencies, including, but not limited to vehicle inspections.

**RIGHT TO AMEND
POLICY**

The Greater 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 public or the operation of the Airport.

**APPROVAL AND
UPDATE HISTORY**

Approval

June 8, 2018

Supersedes

February 16, 2018, August 8, 2014, July 1, 2012, June 11, 2010, January 24, 2005, March 15, 2004; September 15, 1997; December 1, 1991; July 16, 1990; September 22, 1986; Enacted, June 23, 1986