

**TRANSPORTATION NETWORK COMPANY (TNC)
CHARTER OPERATOR
COMMERCIAL GROUND TRANSPORTATION OPERATING PERMIT
MONTEREY PENINSULA AIRPORT DISTRICT**

Permittee is hereby authorized and permitted by the Monterey Peninsula Airport District, hereinafter referred to as "MPAD", to operate its business or a phase thereof at the Monterey Regional Airport, hereinafter referred to as "MRA" or "Airport," on a non-exclusive basis, for the following purposes only and subject to the terms and conditions hereinafter set forth.

The following specific terms and conditions are hereby mutually agreed to between MPAD and Raiser-CA, LLC, a wholly owned subsidiary of Uber Technologies, Inc. (hereinafter referred to as "Permittee"):

1. Definitions:

- A. Executive Director: The Monterey Peninsula Airport District's Executive Director, or his or her designee, hereinafter referred to as "Executive Director" or "Director."
- B. Transportation Network Company (TNC): A company or organization, whether a corporation, partnership, sole proprietor or other form, operating in California pursuant to a California Public Utilities Commission (CPUC) TNC Permit, that provides prearranged transportation services using an Online-Enabled Platform, Mobile Device or Application to connect passengers with drivers using personal vehicles. (For purposes of this Permit, the terms "TNC" and "Permittee" are used interchangeably.)
- C. Online-Enabled Platform, Mobile Device or Application: The device used by Drivers and prospective passengers to arrange for transport. (e.g. A mobile smart phone application (App).) (hereinafter referred to as "App" or "TNC Application".)
- D. "TNC Services": As used in this Permit, "TNC Services" are the provision of Transportation Network Company services by Permittee and its Drivers while on Airport Property. "TNC Services" authorized in this Permit include the following scenarios:
 - Match accepted – but passenger not yet picked up (i.e., Driver is on his/her way to pick-up the passenger on Airport Property.)
 - Matched passenger is in the vehicle on Airport Property and until the passenger is dropped off and safely exits the vehicle and vehicle has exited Airport Property.
For purposes of determining Permittee's Insurance and Indemnification obligations, Permittee specifically agrees that the Waybill associated with the last passenger drop-off at the Airport controls until a vehicle without a new matched passenger has exited Airport Property.
 - Upon Drop-off of a passenger, TNC Driver shall immediately exit Airport Property, unless TNC Driver has an existing Waybill for another Passenger Pick-Up, which Pick-Up must occur at the designated Passenger Pick-Up location as outlined in Appendix A.

- E. Geo-fence Area: An electronic fence covering a specified geographic area around the Airport, including but not limited to the terminal roadway, approved by the Director, which tracks all Driver pick-up and drop-off activity within the Geo-Fence Tracking Area. (For purposes of this Permit, the terms “Geo-fence Area” and “Airport Property” are used interchangeably.)
- F. TNC Driver: Any person providing “TNC Services” pursuant to Permittee’s authority provided in this Permit. The term “TNC Driver” applies at all times that a TNC Driver is on Airport property by reason of the driver’s relationship with Permittee, regardless of whether the TNC Vehicle is carrying a passenger.
- G. TNC Vehicle: The vehicle being driven by the Driver while providing “TNC Services.”
- H. TNC Vehicle Trade Dress or Trade Dress: Trade Dress that makes Driver’s vehicle readily identifiable within fifty (50) feet as being operated by Permittee as a TNC. Vehicle Trade Dress shall include but not be limited to symbols and/or signs on vehicle doors, roofs, side mirrors, windshield and/or grill, which can be readily identifiable within fifty (50) feet. Trade Dress and location must be approved by The California Public Utilities Commission (“CPUC”).
- I. Passenger Pick-up: A Passenger Pick-up made in conjunction with provision of “TNC Services,” shall be defined as each time one of Permittee’s Drivers begins a trip on Airport Property. (“Passenger Pick-up” and “Pick-up” are used interchangeably.)
- J. Passenger Drop-off: A Passenger Drop-off made in conjunction with provision of “TNC Services,” shall be defined as each time one of Permittee’s Driver’s ends a trip on Airport Property. (“Passenger Drop-off” and “Drop-off” are used interchangeably)
- K. Trip Fee: The MPAD Board of Directors approved fee charged to Permittee for each Passenger Pick-Up or Passenger Drop-Off made by its Drivers.
- L. Waybill: The prearranged reservation made between passenger and Driver. Prearranged Waybills are required for purposes of Passenger Pick-Up or Drop-Off. In lieu of a physical waybill, every Passenger Pick-Up or Drop-off shall be documented (and viewable upon request by Airport Operations Staff or Law Enforcement) on the TNC Application.

2. Use Purpose Defined:

This Permit authorizes Permittee’s provision of “TNC Services” to passengers at Monterey Regional Airport. Passenger Pick-Ups and Drop-Offs in conjunction with provision of “TNC Services,” shall be made at the curbside vehicle loading zones adjacent to the Terminal roadways.

3. Term of Permit:

Upon receipt of all required documentation and proof of compliance with the terms herein, this permit shall become effective on October 1, 2015 and continue through June 30, 2016,

(TNC) Transportation Operating Permit
until revoked or cancelled as hereinafter provided.

4. Reporting Requirements:

- A. Geo-Fence: Prior to commencement of operation under this Permit, Permittee will establish a Director approved Geo-Fence that tracks all Driver Pick-Up and Drop-Off activity on Airport Property.
- B. Permittee shall provide monthly reports, in an Airport approved format, that identify the following information, herein after referred to as “Report Data”:
 - ALL Driver Pick-Up and Drop-Off activity at the Airport. The monthly report shall provide the following information for all individual Pick-Ups and Drop-Offs:
 - i. TNC identification;
 - ii. Date, time and geographic location of individual Pick-Ups and Drop-Offs;
 - iii. Last Four Digits of TNC Vehicle license plate number;
 - iv. Number of active rides in TNC Vehicle upon entry and exit.
 - In the event the Airport determines that it requires TNC Driver identification information for permit enforcement, Permittee shall promptly respond to Airport’s request.
- C. Prior to commencement of operation under this Permit, Permittee shall provide Airport with a photograph of Permittee’s Trade Dress along with a description of the designated Trade Dress Location on TNC Vehicles, which Trade Dress and location must be approved by the CPUC.

5. Vehicle Requirements:

- A. TNC Vehicles must be in compliance with California State law and all current CPUC rules and regulations governing TNCs.
- B. Approved TNC Vehicle Trade Dress must be applied AT ALL TIMES while providing “TNC Services” on Airport Property so as to be readily identifiable as being operated as a TNC within fifty (50) feet.

6. Operating Requirements:

- A. TNC Applications shall be activated AT ALL TIMES while TNC Driver is on Airport Property.
- B. Upon request from Airport Operations Staff or Law Enforcement, all Drivers will immediately comply with requests including but not limited to requests to see proof of insurance, license and registration, prearranged Waybill or confirmation that TNC Application is activated while on Airport Property.
- C. Drivers are prohibited from sharing a vehicle or TNC Application Driver ID with unauthorized drivers.
- D. Failure of Drivers to comply with Permit terms may result in citation and/or fine and may be prosecuted as an infraction or misdemeanor as provided in MPAD Ordinance No. 916. Repeated failures to comply with Permit terms may result in termination of this Airport operating Permit.

Prior to termination, Permittee will be provided written notice of failures and be provided an opportunity to cure such failures within a specified time frame through further Driver education or other means. Specified time to cure will depend on the seriousness of violation.

7. Consideration for Permit:

As consideration for this Permit, Permittee hereby agrees:

- A. To comply with all applicable Federal, State and Local Legislative and Regulatory requirements and maintain in good standing a TNC Permit issued by the CPUC;
- B. To comply with the terms of this Permit;
- C. Geo Fence: Prior to initiation of TNC service under this Permit, Permittee will establish a Director approved Geo-Fence as described in Section 4 of this Permit;
- D. Permittee shall pay an annual permit fee of \$1,000 to MPAD.
- E. Permittee shall, upon execution of this Permit by all parties, submit to MPAD a deposit in the amount of \$2,500 to guarantee payment of Trip Fees, which shall be returned to Permittee upon termination of this Permit.
- F. To submit to MPAD, a monthly fee in the amount of \$3.00 per Trip Fee multiplied by the total number of Passenger Pick-Ups and Passenger Drop-Offs, within 30 days after the end of the month.
- G. Payments shall be made in lawful money of the United States, free from all claims, demands, set-offs, or counter claims of any kind against MPAD. Payments and monthly reports should be submitted to:

Monterey Peninsula Airport District
Attn: Accounts Receivable
200 Fred Kane Dr., Suite 200
Monterey, CA 93940

Permittee hereby acknowledges that the late payments will cause MPAD to incur costs not contemplated by this Permit, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, administrative processing of delinquent notices, increased accounting costs, and lost interest income.

Accordingly, late payments of the monthly fees or of any other sum due to MPAD which is not received by the due date will be subject to a late charge of one and one-half percent (1.5%) of the payment due and unpaid plus one hundred dollars (\$100) per month shall be added to the payment, and the total sum shall become immediately due and payable to MPAD. An additional charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

Permittee and MPAD hereby agree that such late charges represent a fair and reasonable estimate of the costs that MPAD will incur by reason of Permittee's late payment.

Acceptance of such late charges (and/or any portion of the overdue payment) by MPAD shall in no event constitute a waiver of Permittee's default with respect to such overdue payment, or prevent MPAD from exercising any of the other rights and remedies granted hereunder.

H. Prior to issuance of this Permit, Permittee shall provide MPAD with a copy of its current CPUC Permit and certify that it has met all CPUC Safety Requirements, including but not limited to:

- Every TNC Driver has a valid California Driver's License and valid automobile insurance meeting the minimum requirements for the State of California;
- Permittee has completed a Department of Motor Vehicles record check and criminal history check of each TNC Driver, in compliance with State Law and/or CPUC Regulation as applicable;
- Permittee has completed all vehicle safety inspections in compliance with State Law and/or CPUC Regulations as applicable.

8. Books and Records:

Permittee shall maintain for a period of four years or, in the event of claim by MPAD, until such claim of MPAD for payments hereunder shall have been fully ascertained, fixed and paid, separate and accurate daily records of all Report Data, and Permittee shall enter all receipts arising from such business in regular books of account, and all entries in any such records or books shall be made at or about the time the transactions respectively occur. In addition, Permittee shall maintain monthly reports of all Report Data, which shall be readily accessible from Permittee's principal place of business.

Upon Director's written request of at least two (2) weeks advance notice and not more than twice per year, Permittee shall make available at a mutually agreed upon location any and all books, records and accounts pertaining to its operations under this Permit. The intent and purpose of the provisions of this section are that Permittee shall keep and maintain records which will enable MPAD to ascertain, determine and audit, if so desired by MPAD, clearly and accurately, all Report Data, and that the form and method of Permittee's reporting will be adequate to provide a control and test check of all revenues derived by Permittee under this Permit.

Should any examination, inspection, and audit of Permittee's books and records by MPAD disclose an underpayment by Permittee in excess of five percent (5%) of the consideration due, Permittee shall promptly pay MPAD the amount of such underpayment and shall reimburse MPAD all costs incurred in the conduct of such examination, inspection, and audit. In the event that MPAD deems it necessary to utilize the services of legal counsel in connection with collecting the reimbursement for such examination, inspection, and audit, then Permittee shall reimburse MPAD for reasonable attorney's fees and litigation expenses as part of the aforementioned costs incurred.

No information reported to the Airport by Permittee shall not be made public except as required by law.

9. Other Charges and Fees:

Permittee shall pay all other charges, penalties or fees occasioned with Permittee's operations or activities on or about the Airport.

10. Indemnity:

A. Permittee, on behalf of itself and its Drivers agrees to indemnify, defend with counsel approved in writing by MPAD (though such approval shall not be unreasonably withheld), and hold MPAD, its elected and appointed officials, officers, employees, agents and those special districts and agencies which MPAD's Board of Directors acts as the governing Board ("MPAD Indemnitees") harmless from any claims, demands, obligations, suits, judgments, penalties, causes of action, losses or liability of any kind or nature, including but not limited to personal injury to or deaths of persons or damage to property proximately caused by or arising out of acts, omission, use, occupancy or operation arising from or related to the use of this Permit. If judgment is entered against Permittee and MPAD by a court of competent jurisdiction because of the concurrent negligence of MPAD or MPAD Indemnitees, Permittee and MPAD agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Permittee's indemnification obligations shall not apply if caused solely by the gross negligence or willful misconduct of MPAD, as determined by a court of competent jurisdiction. Permittee's indemnification obligations shall also be contingent upon reasonable control of litigation and reasonable cooperation of Indemnitees.

B. Permittee agrees that its obligation to indemnify MPAD applies at all times while TNC Driver is on Airport Property by reason of the driver's relationship with Permittee, regardless of whether the TNC Vehicle is carrying a passenger.

C. Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

11. Insurance:

Permittee agrees that it shall not operate on Airport Property at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Executive Director. In no case shall assurances by Permittee, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Executive Director will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

Permittee also agrees that upon cancellation, termination, or expiration of Permittee's insurance, MPAD may take whatever steps are necessary to interrupt any operation from or on the Airport Premises until such time as the Executive Director reinstates the Permit.

If Permittee fails to provide Executive Director with a valid certificate of insurance and endorsements, or binder at any time during the term of the Permit, MPAD and Permittee agree that this shall constitute a material breach of the Permit, provided Permittee is given a reasonable opportunity to correct any deficiency and fails to do so. Whether or not a notice of default has or has not been sent to Permittee, said material breach shall permit MPAD to take whatever steps necessary to interrupt any operation from or on the Airport Property, and to prevent any persons, including, but not limited to, members of the general public, and Permittee employees and agents, from entering the Airport Property until such time as Executive Director is provided with adequate evidence of insurance required herein. Permittee further agrees to hold MPAD harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the MPAD's action.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. A self-insured retention (SIR) or deductible in excess of \$5,000 for Commercial Automobile liability shall specifically be approved in writing by the MPAD Executive Director.

If the Permittee fails to maintain insurance as provided herein for the full term of this Permit, the MPAD may terminate this Permit.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be admitted to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best rating of A-/VIII or higher, the Executive Director retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Permittee shall be Primary Commercial Auto Liability insurance coverage and provide the minimum limits and coverage as required by California law and CPUC Regulation, but shall not fall below the coverage and limits outlined below. Insurance coverage and limits shall be in place prior to operation on Airport Property and subject to airport review for verification.

Coverage

CPUC defines TNC services as having three periods:

- Period One: App open – waiting for match
- Period Two: Match accepted – but passenger not yet picked up (i.e., driver is on his/her way to pick up the passenger)
- Period Three: Passenger in the vehicle and until the passenger safely exits the vehicle.

Minimum Limits

Period One Limits:

\$50,000 death/bodily injury per person.
\$100,000 death/bodily injury per incident.
\$30,000 property damage.
\$200,000 excess liability per occurrence.

Period Two and Three Limits:

\$1,000,000 death bodily injury/prop damage.
\$1,000,000 uninsured/underinsured motorist.

Workers Compensation/Employers Liability

Statutory/\$1,000,000 per occurrence

Required Coverage Forms

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or a substitute form providing liability coverage as broad.

Required Endorsements

1. An Additional Insured endorsement using ISO form CA 2048, JA 5204 or a form at least as broad naming the MPAD, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2. The Workers' Compensation policy shall contain a Waiver of Subrogation endorsement waiving all rights of subrogation against the MPAD, and members of the Board of Directors, its elected and appointed officials, officers, agents and employees.

Note: A Workers Compensation "Request for Waiver" can be submitted if the company has no employees.

All insurance policies required by this Permit shall waive all rights of subrogation against the MPAD and members of the Board of Directors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Permittee shall notify MPAD in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to MPAD. Failure to provide written notice of cancellation may constitute a material breach of the Permit, upon which the MPAD may suspend or terminate this Permit.

Insurance certificates should be forwarded to the MPAD or to an address provided by Executive Director. Permittee has ten (10) business days to provide adequate evidence of insurance or this Permit may be cancelled.

MPAD expressly retains the right to require Permittee to increase or decrease insurance of any of the above insurance types throughout the term of this Permit as authorized by law. Any increase or decrease in insurance will be as deemed by MPAD Executive Director as appropriate to adequately protect MPAD.

MPAD shall notify Permittee in writing of changes in the insurance requirements. If Permittee does not deposit copies of acceptable certificates of insurance and endorsements with MPAD incorporating such changes within thirty (30) days of receipt of such notice, this Permit may be in breach without further notice to Permittee, and MPAD shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Permittee's liability hereunder or to fulfill the indemnification provisions and requirements of this Permit, nor in any way to reduce the policy coverage and limits available from the insurer.

12. Multiple TNC Authority Drivers:

Permittee acknowledges that some Drivers may provide services to more than one permitted transportation network company and that such drivers may have multiple TNC Applications active at one time. In light of this fact, Permittee agrees that its responsibilities to provide insurance coverage and indemnity, as provided in this Permit apply at all times when "TNC Services" are being provided on Airport Property. **For purposes of Permittee's Insurance and Indemnification obligations, Permittee specifically agrees that the Waybill associated with the last Passenger Drop-Off on Airport property controls until a vehicle without a new matched passenger has exited Airport Property.**

13. Security Deposit:

Permittee agrees that upon execution of this Permit, it will, at its own expense, deliver to Director a surety bond or bonds in the amount of Two Thousand Five Hundred Dollars (\$2,500), payable to MPAD, naming "Monterey Peninsula Airport District" as obligee and issued by a surety company or companies acceptable to MPAD, and in such form as approved by MPAD, which surety bond or bonds may be renewed annually, and shall be maintained in full force and effect during the term of this Permit at the expense of the Permittee, to insure the faithful performance by Permittee of all the covenants, terms and conditions of this Permit, inclusive of but not restricted to the payment of all considerations provided therein. The surety company issuing said bond or bonds shall give Director notice in writing by registered mail at least sixty (60) days prior to an anniversary date of its intention not to renew said bond or bonds.

In lieu of such surety bond or bonds, Permittee may deposit with MPAD an Irrevocable Letter of Credit, Treasury Bonds of the United States of America, Certificates of Deposit, Cash or a Certified Check, in a form acceptable to MPAD, in the agreed amounts as security for faithful performance by Permittee as herein above provided, and Permittee may have the right to reserve to itself interest payable on said United States Bonds, or Certificates of Deposit.

If Permittee fails to pay a Monthly Permit Fee, other charge or penalty or otherwise defaults with respect to any provision of this Permit, Airport may use, apply or retain all or any portion of the Security Deposit for the payment of sums due. If Airport applies all or any portion of the Security Deposit, Permittee, within ten (10) days after demand therefor, shall deposit other security acceptable to Director in an amount sufficient to restore the Security Deposit to the full amount thereof.

14. Right of Access:

During the existence of the Permit and subject to Permittee's compliance with all applicable Federal, State and Local Laws and Regulations, Permittee, and its TNC Drivers shall possess the right of ingress to and egress from and about the Airport by authorized vehicles bearing valid Trade Dress and activated TNC Applications, as required by Permittee's operations hereunder;

(TNC) Transportation Operating Permit

provided that such right shall not be exercised in a manner and to such extent as to impede or interfere with the operation of the Airport by MPAD, its lessees, or other Permittees.

15. Waybills:

All TNC Driver activity on Airport Property shall be documented by a Waybill prepared prior to entering Airport Property. The Waybill shall state the passenger's name, the location of the Pick-Up, and the time of the pick-up.

Permittee's Drivers are required to immediately present the mobile device that contains the prearranged Waybill to any Airport Operations Staff or Law Enforcement who requests to inspect it.

16. Default by Permittee:

Permittee shall be in default under this Permit if:

- A. Permittee or its Drivers fail to keep, perform or observe any of the terms set forth in this Permit after receiving written notice of such failures from MPAD and being provided an opportunity to cure such failures through further Driver education, training or other means;
- B. Permittee shall fail duly and punctually to pay the fees, or to make any other payment required hereunder, when due to MPAD;
- C. The interest of Permittee under this Permit shall be transferred, without the approval of the MPAD, by reason of death, operation of law, assignment, sub-lease or otherwise, to any person, firm or corporation;
- D. Permittee shall voluntarily abandon, desert or fail to use its rights hereunder;
- E. Permittee shall use or give its permission to any person to use any portion of Airport, used by Permittee under this Permit, for any illegal purpose.

17. MPAD Remedies:

If Permittee or its Drivers default on any of the covenants, terms and conditions herein contained, MPAD may elect to:

- A. Allow this Permit to continue in full force and effect and to enforce all of the MPAD's rights and remedies hereunder, including, without limitation, the right to collect fees as they become due together with late charges of one and one-half percent (1.5%) of the payment due and unpaid plus one hundred dollars (\$100) per month;
- B. Terminate this Permit as herein provided without prejudice to any other remedy or right of action for arrearages of fees;
- C. Direct that defaulting Driver's authority to operate under this Permit and on Airport Property be cancelled.

Upon such termination by MPAD all rights, powers and privileges of Permittee hereunder shall cease and Permittee shall have no claim of any kind whatsoever against MPAD,

(TNC) Transportation Operating Permit

Board of Directors, or any members thereof, or their employees or agents by reason of such termination, or by reason of any act by MPAD incidental or related thereto. In the event of the exercise by MPAD of such option to terminate, Permittee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Permittee in or on the Airport's premises.

MPAD will not be deemed to have terminated this Permit in the absence of service of written notice upon Permittee to that effect.

Revocation or termination of this Permit may be appealed to Director. Such appeal may be initiated by Permittee filing a written request for appeal to the Director within ten (10) days of Permittee's receipt of Notice of Termination. Permittee's request shall specifically state the grounds upon which the appeal is based. The Director (or his/her designee) will act on this appeal within thirty (30) days of written request for appeal. All appeals should be sent to the MPAD address listed in the "Notices and Written Correspondence" section 29 of this Permit.

The exercise by MPAD of any remedy provided in this Permit shall be cumulative and shall in no way affect any other remedy available to MPAD under law or equity.

18. Monetary Damages:

In the event MPAD elects to terminate this Permit due to Permittee default, Permittee shall pay to the MPAD an amount equal to the sum of:

- A. All amounts owing at the time of termination on account of breach of any term, covenant or condition of this Permit including but not limited to unpaid fees plus interest thereon on all such amounts from the date due until paid at the rate of one and one-half percent (1.5%) per month plus one hundred dollars (\$100);
- B. Any other amount to compensate MPAD fully for all detriment proximately caused by Permittee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom.

19. No Waiver of Subsequent Breaches or Defaults:

The failure of MPAD at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein.

20. Prohibition Against Advertising:

No advertising or solicitation of "TNC Services" shall occur on Airport Property.

No advertising or solicitation, including the posting of transportation fares, shall be allowed on any of Permittee's or Driver's vehicles, unless specifically approved in writing by Director; except that a vehicle may display Permittee's authorized TNC Trade Dress.

21. Prohibited Conduct:

The following activities are prohibited while operating under this Permit:

- A. Violating any term or obligation found in this Permit;

(TNC) Transportation Operating Permit

- B. Picking up or discharging passengers or their baggage at any terminal location other than those designated for such purpose, as outlined in Appendix A;
- C. Leaving the vehicle unattended;
- D. Failing to give, upon a passenger's request, the driver's correct name, the name of the Permittee;
- E. Failing to immediately comply with requests Airport Staff or Law Enforcement, to see proof of insurance, license and registration, prearranged Waybill or confirmation that TNC application is activated while on Airport Property or within the Geo-Fence Tracking Area;
- F. Littering of the loading zone;
- G. Providing false information to authorized Airport Operations Staff or Law Enforcement;
- H. Operating on Airport Property without an activated TNC Application or approved TNC Trade Dress;
- I. Waiting for a passenger match while on Airport Property, including but not limited to Airport parking lots, cell phone lots or any other ground transportation hold lots;
- J. Solicitation of passengers on Airport Property without a prearranged Waybill;
- K. The use or possession of any alcoholic beverage, or any illegal or dangerous drug or narcotic, while operating a vehicle on Airport Property;
- L. Failing to operate a vehicle in a safe manner as required by the California Vehicle Code;
- M. Failing to comply with posted speed limits and traffic control signs;
- N. Use of profane or vulgar language directed to or at the public;
- O. Any attempt to bypass the TNC Application and solicit cash payment for Passenger Pick-Ups;
- P. Any solicitation for or on behalf of any hotel, motel, club or nightclub;
- Q. Any solicitation of any activity prohibited by the Penal Code of the State of California;
- R. Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment as defined in the California Vehicle Code;
- S. Disconnecting any pollution control equipment;
- T. Engaging in any conduct or activity intended to or apparently intended to ask, implore or persuade a passenger to alter his or her previously chosen mode of ground transportation or specific ground transportation operator, except as otherwise provided by contract or permit with the Airport.

22. Compliance with Rules and Regulations:

Permittee and its TNC Drivers shall abide by and conform to all laws and governmental orders, including any future amendments thereto, controlling or in any manner affecting the use or occupancy of Airport Property. Permittee and its TNC Drivers shall abide by and conform to operational notices or bulletins now and hereafter in force and effect, a copy of which may be obtained from the Director.

23. Changes to CPUC Decision, Regulation or Law:

Permittee understands and agrees that the CPUC may modify its Decision from time- to-time, and/or a local, state or federal statute or regulations may be enacted that affect the requirements for TNC operation in the State of California.

Subject to the defined term “TNC Services” and insurance provisions found in this Permit, the terms of this Permit shall be modified to be consistent with all such Decision modifications and/or local, state and federal regulations and statutes, and all such Permit modifications shall be self-executing.

24. Nonassignability:

This Permit is not assignable, in whole or in part without the written consent of the Director or designee.

25. Revocation, Amendment and Cancellation:

This permit is revocable at any time, in the absolute discretion of the Director. Such revocation shall be accomplished by giving 30 days prior written notice to the Permittee. Should Permittee, at any time, fail to provide or maintain the insurance or Security Deposit required under this Permit, then the Director may, by 24 hour prior written notice, revoke this Permit. Permittee may terminate this Permit by giving thirty (30) days prior written notice to the Director. Director may amend this Permit as required for airport operational needs require with thirty (30) days written notice to Permittee. This Permit may be cancelled by the mutual written consent of the parties at any time without the aforesaid written notice.

26. Section Headings:

The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Permit.

27. Severability:

In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other valid term, covenant or condition herein contained.

28. Disclosure of Records.

Permittee acknowledges that, as a local agency, records in the MPAD’s possession may be

(TNC) Transportation Operating Permit
subject to disclosure under the California Public Records Act (PRA) (California
Government Code §§6250 et seq.).

MPAD understands that certain data which may be provided by Permittee pursuant to this
Permit may be considered non-public, trade secret, proprietary, and/or confidential
("Confidential Information") by Permittee.

In the event MPAD receives a PRA request for documents considered "Confidential
Information" by Permittee, MPAD agrees to promptly notify Permittee of said request and
shall not make an immediate disclosure in order to provide Permittee with a reasonable
opportunity to seek judicial intervention concerning the potential disclosure of Permittee's
Confidential Information. If Permittee informs MPAD in writing of its intent to seek a
court order barring disclosure, MPAD agrees to withhold requested information as
permitted by law.

29. Notice and Written Correspondence.

Monterey Peninsula Airport District

Attn: Executive Director
200 Fred Kane Dr., Suite 200
Monterey, CA 93940

Permittee

Rasier-CA LLC
Attn: SF Operations
1455 Market St.
San Francisco, CA 94103
Phone: _____

INWITNESS WHEREOF, the parties hereto have executed this Permit in duplicate by their
duly authorized officers.

MONTEREY PENINSULA AIRPORT
DISTRICT

PERMITTEE

William J. Sabo
Board Chair

By:
Title:

ATTEST:

Tonja Posey
Secretary of the Board

(TNC) Transportation Operating Permit

APPROVED AS TO FORM:

Scott E. Huber
District Counsel

APPENDIX A

