



3400 E. Tahquitz Canyon Way, Suite 1, Palm Springs, CA 92262 – Tel (760) 318 3800

Address Questions to:

Vehicle Inspection Plaza (760) 318 3830 - VIP@palmspringsca.gov

Commercial Vehicle Use Agreement and Permit Application

Authorized Applicant Name: _____

Title: _____ Tel: _____

E-Mail: _____

Company Name: _____

Physical Address: _____

Mailing Address if Different: _____

Company Type: Taxi _____ Limousine: _____ Courtesy Hotel/Motel _____

Bus _____ Tour Company _____ Charter Party/PSC _____

Pursuant to the provisions of Title 16.34 and 16.36 of the Palm Springs Municipal Code adopted by the City Council of the City of Palm Springs, the provisions thereof being incorporated herein by reference, applicant hereby petitions for a permit to operate and engage in commercial activity on the Airport premises as a Charter Party Carrier, Off Airport Car Rental, Hotel/Motel Courtesy Vehicle, Limousine, Bus, Tour Company or Taxi.

1. Areas of Operation:

All companies or individuals who are issued a Commercial Vehicle Use Agreement Permit (“Permittee”) shall only use Zone 4 or 5 to pick up customers, unless authorized by the Executive Director. Permittee is allowed to drop off customers along the white curb in front of the main terminal. Permittee must depart immediately after concluding the drop off. Commercial vehicles waiting to pick up customers in Zone 4 can stop and wait for no longer than 15 minutes after the driver confirms the flight of their arriving passenger(s) is at the boarding gate. Vehicle must be attended at all times in Zone 4. Drivers can wait in Zone 5 until the flight of their arriving passenger(s) is

parked at the boarding gate. Vehicles can be left unattended for a minimum amount of time in Zone 5. Other than taxis, all commercial vehicles parked in the commercial lane must have pre-arranged transportation with customers.

2. Signage:

All greeting signs must display the passengers' name(s) and the name of your company. Signs showing only the destination or affiliated group(s) are prohibited. For group movements, the driver must have a passenger manifest which can be reviewed by the Airport upon request.

3. Transponders:

Proof of PUC registration must be submitted for vehicles that will be temporarily added to the fleet mix prior to transponder issuance. Transponders are assigned to specific vehicles, will be permanently affixed to that vehicle and are non-transferrable. This includes temporary permits.

4. Records and Payment of Fees:

Applicant hereby agrees to keep and maintain such records, reports and accounts as are deemed reasonable and necessary by the City to insure proper payment of Airport Permit, Access and Transponder Fees provided for in the Palm Springs International Airport's "Comprehensive Fee Schedule". Fees are subject to change at any time. Applicant further agrees to make such records available for inspection and audit by the City or such agents or employees as the City may designate.

The airport access fee is payable monthly within the first fifteen (15) days after the end of the month during which fees were accrued. Late charges will be assessed if balance is over thirty (30) days past due; \$10.00 per month charge if \$300.00 or less and 20% per month charge if over \$300.00.

Weekly and/or monthly permit fees will be paid when the permit is issued. All invoices which are more than thirty (30) days past due will result in an immediate deactivation of all company transponders without prior notification. New or additional transponders and permits will not be issued if outstanding balances of over thirty (30) days exist. Acceptable forms of payment include VISA, MasterCard, Discover Card, cash, or check made payable to the City of Palm Springs.

5. Insurance:

A. Liability Insurance:

During the entire term of this agreement, Applicant agrees to procure and maintain public liability insurance at his sole expense to protect against loss from liability imposed by law for damages or account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the City or Applicant, or any person acting for the City or Applicant or under its control or direction, and also to protect

against loss of liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of the City or Applicant or any person acting for the City or Applicant, or under its control or direction. Such public liability and property damage insurance shall also provide for and protect the City against incurring any legal cost in defending claims for alleged loss. Such public liability and property damage insurance shall be maintained in full force and effect throughout the term of the Agreement and any extension thereof in the following minimum limits:

(1) Any vehicle with a seating capacity of 16 passengers or more not regulated by the Public Utilities Commission or the Sunline Transit Agency:

Bodily Injury:	\$2,500,000	each person	
	\$5,000,000	each occurrence	
	\$5,000,000	aggregate products and completed operations	
Property Damage:	\$1,000,000	each occurrence	
	\$2,500,000	aggregate	

A combined single limit policy with aggregate limits in an amount not less than five million dollars (\$5,000,000) will be considered equivalent to the required minimum limits.

(2) Any vehicle with a seating capacity of 8 to 15 passengers not regulated by the Public Utilities Commission or the Sunline Transit Agency:

Bodily Injury:	\$ 700,000	each person	
	\$1,500,000	each occurrence	
	\$1,500,000	aggregate products and completed operations	
Property Damage:	\$ 500,000	each occurrence	
	\$ 750,000	aggregate	

A combined single limit policy with aggregate limits in an amount not less than seven hundred and fifty thousand dollars (\$750,000) will be considered equivalent to the required minimum limits.

(3) Any vehicle with a seating capacity of 7 passengers or less not regulated by the Public Utilities Commission or the Sunline Transit Agency:

Bodily Injury:	\$ 250,000	each person	
	\$ 750,000	each occurrence	
	\$ 750,000	aggregate products and completed operations	
Property Damage:	\$ 125,000	each occurrence	
	\$ 250,000	aggregate	

A combined single limit policy with aggregate limits in an amount not less than seven hundred and fifty thousand dollars (\$ 750,000) will be considered equivalent to the required minimum limits.

(4) Any vehicle operating under the authority of the Public Utilities Commission or the Sunline Transit Agency must maintain all insurance requirements as mandated by that agency.

All of such insurance shall be primary insurance and shall name the City of Palm Springs as an additional insured.

The insurance coverage required hereby shall include, but is not limited to, coverage for owned and non-owned vehicles, and that portion of the required coverage shall not be less than seven hundred fifty thousand dollars (\$750,000) combined single limit coverage.

If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then Applicant agrees that the minimum limits herein above designated shall be changed accordingly upon request by the City Manager provided, however, that the Applicant may appeal to the City Council within ten (10) days after any increase is requested and such requirement for increased coverage shall be subject to determination by the City Council.

Applicant agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which the Applicant may be held responsible for the payment of damages to persons or property resulting from Applicant's activities, or the activities of any person or persons for which Applicant is otherwise responsible.

B. Workers Compensation Insurance:

The Applicant shall procure and maintain, at its sole expense, Workers Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Applicant and the City against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Applicant in the course of carrying out the within Agreement.

C. Maintaining Insurance Coverage:

The failure of Applicant to procure or to maintain any insurance coverage required herein shall constitute cause for denial or revocation of the permit applied for, but no duty is imposed upon or assumed by the City of Palm Springs to monitor or assure the procurement or maintenance of such insurance. The failure of the City to monitor such procurement or maintenance shall not give rise to any cause of action against the City of Palm Springs or any officer, agent or employee thereof by any third party.

D. Evidence of Insurance:

A certificate of insurance, or an appropriate insurance binder, evidencing the above insurance coverage with a company acceptable to the City's Risk Management Officer, shall be submitted with this Application.

E. Notice to City, Insurance Coverage Change:

The terms of the insurance policy or policies issued to provide the above insurance coverage shall provide that said insurance may not be amended or canceled by the carrier, for non-payment of premiums or otherwise, without sixty (60) days' prior written notice of amendment or cancellation to the City. In the event the said insurance is canceled, the Applicant shall, prior to the cancellation date, submit to the Airport Executive Director new evidence of insurance in the amount heretofore established.

Applicants who are required to operate under the Public Utilities Commission Authority:

1. Copy of PUC Certificate must accompany application
2. Copy of Certificate of Insurance
3. Applicant agrees to comply with all Rules and Regulations of the PUC and order issued there under including, but not limited to, insurance and record-keeping requirements.
4. You are responsible to notify the Airport at (760) 318-3830 if your PUC certification becomes revoked, suspended, or otherwise altered during the term of this agreement.

Applicants who are required to operate under the Sunline Transit Agency:

1. Copy of Sunline Transit Agency operating permit must accompany application.
2. Copy of Certificate of Insurance
3. Applicant agrees to comply with all Rules and Regulations of the Sunline Transit Agency and order issued thereunder including, but not limited to, insurance and record-keeping requirements.

6. Assignment, Sale or Transfer of Permit:

Applicant therein expressly understands and agrees that any permit granted under this Agreement may not be assigned, sold or otherwise transferred to any other individual, firm or corporation. Applicant further agrees to comply with all applicable federal, state and local laws. Each permit decal will be assigned to an individual vehicle and permanently affixed and is non-transferable among vehicles.

7. Certification of Ownership:

Applicant certifies that Applicant is conducting business as a: (corporation, individual, partnership): _____

and the principal officers are:

_____	_____
_____	_____

This Agreement shall expire on December 31st. Applications for renewal for an additional term may be filed thirty (30) days prior to the expiration. Appropriate fees shall accompany this and any renewal application.

8. Corporate Authority:

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said part, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

CITY OF PALM SPRINGS

A Municipal Corporation

APPROVED AND AUTHORIZED

Executive Director of Aviation

Or Airport Representative

Check one: Corporation

Individual

Partnership

APPLICANT

By: _____

By: _____

(Signature)

Date of Approval: _____

(Print Name)

Total Amount Paid: _____

(Title)

Received by: _____

(Date)

Fee Schedule

Greeting Service Fees

Annual Operating Permit Fee	<u>\$222.00</u>
Annual Event Access Fee	<u>\$556.00</u>
Temporary Event Permit Fee	<u>\$222.00</u>
Event Identification Badge Fee	<u>\$56.00</u>
Lost Badge Replacement Fee	<u>\$28.00</u>

Ground Transportation Center / Property Damage Fund **\$28.00 per Company**

Automated Vehicle Tracking (AVI) Transponder **\$28.00 per vehicle**

AVI Transponder Replacement Fee **\$55.00**

Commercial Annual Permit

Company Fee	<u>\$279.00 per year plus vehicle fees</u>
Vehicle Fee	<u>\$112.00 per vehicle + access fees</u>
Monthly Permit (must have annual permit on file)	<u>\$23.00 per vehicle + access fees</u>
Weekly Permit (annual permit not required)	
Company Fee	<u>\$23.00 per week + vehicle fees</u>
Vehicle Fee	<u>\$18.00 per vehicle + access fees</u>

Ground Transportation / Landside Fees

Access Fees (Vehicle Classification)

Category A: 01-09 Passengers	<u>\$3.00 per trip</u>
Category B: 10-15 Passengers	<u>\$5.00 per trip</u>
Category C: 16-30 Passengers	<u>\$18.00 per trip</u>
Category D: 31 + Passengers	<u>\$28.00 per trip</u>
Annual Permit on File	

Category E: 31 + Passengers \$33.00 per trip

No Permit on File

Hotel / Motel Courtesy

Large Hotel / Motel Permit (40 rooms +)

Company Fee	<u>\$222.00 Per Yr + Vehicle fees</u>
Vehicle Fee per Vehicle 1 – 5	<u>\$112.00 per Vehicle + company fee</u>
Vehicle Fee per Vehicle 5 +	<u>\$56.00 per Vehicle + company fee</u>

Small Hotel / Motel Permit (– 40 rooms)

Company Fee	<u>\$89.00 Per Yr + Vehicle fees</u>
Vehicle Fee per Vehicle 1 – 5	<u>\$112.00 per Vehicle + company fee</u>
Vehicle Fee per Vehicle 5 +	<u>\$56.00 per Vehicle + company fee</u>

Taxicabs (permitted by SunLine)

Standard pick-up	<u>\$2.50 per trip</u>
Pre-arranged appointments	<u>\$3.00 per trip</u>

Chapter 16.36 COMMERCIAL VEHICLE RULES AND REGULATIONS

16.36.005 Regulatory Measures.

- (a) All Commercial Vehicle Operators on the Airport shall comply fully with the California Vehicle Code (as may be amended from time to time), this title, and instructions issued by the Director of Aviation.
- (b) Enforcement of traffic laws shall be the responsibility of the Agency having jurisdiction. (Ord. 1693 § 2, 2006)

16.36.010 Commercial Vehicle and Operator licensing.

- (a) Prior to providing Commercial ground transportation services on the Airport, all Commercial Vehicle (Taxi, Charter Party Carrier/Passenger Stage Carrier, and Courtesy Vehicle Operators) Operators providing Commercial ground transportation services at the Airport must apply for (complete and submit an Airport Use Agreement and Permit Application to the Director of Aviation) and receive an approved Airport Use Agreement and Permit from the Director of Aviation.
- (b) Commercial Vehicle Operators shall (at their own cost and expense) obtain from all federal, state, and/or local Agencies having jurisdiction, all licenses, Permits, consents, approvals, and authorizations that may be necessary for the provision of Commercial ground transportation services at the Airport. Such documentation shall be produced for examination immediately upon request by the Director of Aviation or Operations Department personnel. (Ord. 1693 § 2, 2006)

16.36.015 Parking (or stopping).

- (a) Only authorized Commercial Vehicles shall use the Commercial Lane for parking.
- (b) After discharging passengers at the Airport, each Commercial Vehicle shall immediately leave the Airport (not loiter) or proceed by the most direct route to the Commercial Lane.
- (c) Commercial Vehicles shall not be parked, staged, or stopped in such a manner as to interfere with vehicular or pedestrian traffic at or on the Airport and shall only park, stage, or stop in areas designated by the Director of Aviation. (Ord. 1693 § 2, 2006)

16.36.020 Vehicle Operator conduct and appearance.

- (a) Commercial Vehicle Operators shall remain in their Vehicles or in the immediate vicinity (immediately adjacent to the Vehicle) at all times while at or on the Airport except in those areas designated by the Director of Aviation.
- (b) Commercial Vehicle Operators are prohibited from loitering or standing inside the Airport Terminal Building while their Vehicle is in position in the Commercial Lane.
- (c) Commercial Vehicle Operators shall not solicit, persuade or urge any person (by words, gestures, or other form of communication) to use or hire any Commercial Vehicle Operator.

(d) Commercial Vehicle Operators shall maintain a professional look and appearance (i.e., collared and clean shirt and pants, shoes, and socks) and shall display an identification badge which includes a photograph and the name of the operator and the name of the operator's company at all times while conducting Commercial Activities at the Airport.

(e) Commercial Vehicle Operators shall conduct themselves in a courteous and professional manner and treat members of the traveling public with the utmost respect at all times.

(1) Commercial Vehicle Operators shall not intentionally obstruct the movement of any person or Vehicle.

(2) Commercial Vehicle Operators shall not use offensive, abusive, or obscene language, gestures, or other forms of communication while at or on the Airport.

(3) Commercial Vehicle Operators shall be fully familiar with the provisions of the Passenger Bill of Rights and shall fully abide by the terms and requirements of the Passenger Bill of Rights.

(Ord. 1754 § 3, 2008; Ord. 1693 § 2, 2006)

16.36.025 Passenger loading and unloading.

(a) Commercial Vehicle Operators shall only receive passengers for hire at the Airport from the Commercial Lane.

(b) Picking up passenger(s) for hire after or while dropping off passengers and prior to taking position at the rear of the proper line in the Commercial Lane is strictly prohibited.

(c) Taxis may not refuse a passenger for any reason while waiting in the Commercial Lane.

(d) Nothing in these Rules and Regulations shall be construed to prevent a passenger from boarding the Taxi of the passenger's choice regardless of the position the Taxi occupies in the Commercial Lane.
(Ord. 1693 § 2, 2006)

16.36.030 Vehicle Equipment and condition.

(a) All Commercial Vehicles shall be kept in good operating condition. The exterior of each vehicle shall be clean with a clear and visible taxi company designation. The vehicle interior and trunk area shall be neat and clean. A copy of the Passenger Bill of Rights shall be placed in a conspicuous place in the vehicle, visible to all passengers.

(b) Each Commercial Vehicle operated at the Airport shall be subject to inspection by the Director of Aviation or Operations Department personnel at any time to determine compliance with these Rules and Regulations. Failure to pass any portion of the inspection may result in the Commercial Vehicle being prohibited from picking up and/or dropping off passengers at the Airport until the discrepancies have been corrected to the satisfaction of the Director of Aviation or Operations Department personnel.

(c) All Taxis on the Airport shall be equipped with fully functional and accurate taximeters.

(d) With the exception of temporarily permitted Vehicles and Category D Charter Party/Passenger Stage Carriers, all Taxis and Charter Party Carriers/Passenger Stage Carriers shall purchase and utilize a fully functional and accurate transponder for tracking and billing of each Commercial Vehicle. (Ord. 1754 § 4, 2008; Ord. 1693 § 2, 2006)

16.36.035 Commercial Vehicles on the AOA.

(a) If specifically requested to do so by an Operator, Lessee, or the passenger, escorted Commercial Vehicles may deliver passengers and/or baggage to the AOA or may pick up passengers and/or baggage from the AOA in any area designated for such purposes by the Director of Aviation.

(b) Commercial Vehicle Operators may not solicit customers on the AOA unless authorized to do so by the Director of Aviation.

(c) Only those rental car companies that have received authorization from the Director of Aviation may conduct business on the AOA. (Ord. 1693 § 2, 2006)

16.36.040 Fees and charges.

Nothing in these Rules and Regulations shall be construed as granting any Commercial Vehicle Operator the right to operate at the Airport without first obtaining authorization from the Director of Aviation and without paying the fees or charges that may be established by the City from time to time. (Ord. 1693 § 2, 2006)

16.36.045 Penalties.

The penalties for Commercial Vehicle Operators who are determined by the Director of Aviation to be in violation of these Rules and Regulations follow:

(a) Unsafe Commercial Vehicle.

(1) Suspension of privileges pending compliance.

(b) Minor violation (including, but not limited to, picking up passengers in unauthorized areas, the Commercial Vehicle Operator not remaining in or adjacent to the Commercial Vehicle, and loitering in the Airport Terminal Building).

(1) First offense—Twenty-four hour suspension of Airport Use Agreement and Permit.

(2) Second offense—Seven day suspension of Airport Use Agreement and Permit.

(3) Third offense—Thirty day suspension of Airport Use Agreement and Permit.

(4) Fourth offense—Sixty day suspension of Airport Use Agreement and Permit.

(5) Fifth offense—Ninety day suspension of Airport Use Agreement and Permit.

- (6) Sixth offense—Permanent revocation of Airport Use Agreement and Permit.
- (c) Major violation (including, but not limited to, attempt to induce another to commit an illegal act or violation of these Rules and Regulations, failure to obey a lawful order of the Director of Aviation or Operations Department personnel, offensive language, gestures, failure to properly display the Passenger Bill of Rights or to comply with the provisions of the Passenger Bill of Rights, or other actions, or conduct that is discourteous or unprofessional).
 - (1) First offense—Warning.
 - (2) Second offense—Thirty day suspension of Airport Use Agreement and Permit.
 - (3) Third offense—Permanent revocation of Airport Use Agreement and Permit.
 - (d) Reckless driving, arrest at or on the Airport for any criminal action, and driving under the influence of alcohol and/or drugs.
 - (1) First offense—Permanent revocation of Airport Use Agreement and Permit.
- (e) Any combination of offenses in excess of three may result in the permanent revocation of Airport Use Agreement and Permit. (Ord. 1754 § 5, 2008; Ord. 1693 § 2, 2006)