

NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
<TNC Company Name>
COVERING TRANSPORTATION NETWORK COMPANY SERVICES
TO AND FROM
LOS ANGELES INTERNATIONAL AIRPORT (LAX)

THIS NON-EXCLUSIVE LICENSE AGREEMENT (the “**License**”), is made and entered into this _____ day of _____, 2015, by and between the CITY OF LOS ANGELES, a municipal corporation (“**City**”), acting by order of and through its Board of Airport Commissioners (“**Board**”), and [_____] a _____ corporation, registered to do business in the state of California (“**Licensee**”),

RECITALS

WHEREAS, City owns and operates Los Angeles International Airport (“**Airport**”) in the City of Los Angeles, State of California;

WHEREAS, Licensee is 1) a Transportation Network Company (“**TNC**”) and the holder of a permit (“**TNC Permit**”) issued by the California Public Utilities Commission (“**CPUC**”);

WHEREAS, Under California Public Utilities Code Sections 21690.5-21690.10, the state legislature has determined that the proper operation of the state’s publicly owned airports is essential to the welfare of the people of California; the operation of such airports is a governmental function to be discharged in the furtherance of the policy of securing the benefits of tourism and commerce for the state and its people; and that in managing its operation, public owned airports shall promote the development of commerce and tourism by doing the following:

“(a) securing a diversity of airport services; (b) avoiding wasteful duplication of such services; (c) securing to the users of airports, safe, courteous, and quality service; (d) limiting or prohibiting business competition which is destructive of the ends of promoting commerce and tourism in the state; (e) allocating limited airport resources to promote such ends; and (f) fostering California's image as a commercial and tourist center.”

WHEREAS, On September 23, 2013 the CPUC issued its “Decision Adopting Rules and Regulations to Protect Public Safety While Allowing New Entrants to the Transportation Industry” (“**Decision**”), subject to CPUC changes and amendments, but which includes, among other things, the following findings and orders:

1. A Transportation Network Company (“**TNC**”) is defined as an organization, whether a corporation, partnership, sole proprietor, or other form, operating in California that provides prearranged transportation services for compensation using an online enabled application (“**app**”) or platform to connect passengers

with drivers who are using their personal vehicles.

2. TNCs are charter party carriers and must have a class P permit issued by the CPUC
3. TNCs are not permitted to own vehicles used in their operations or to own their own fleet of vehicles.
4. TNC permits from the CPUC are only granted to companies utilizing mobile application technology to facilitate transportation of passengers in the driver's personal vehicle.
5. TNCs and TNC drivers must maintain transportation network insurance policies (liability insurance) pursuant to the California Public Utilities Code.
6. A TNC driver's vehicle must, at a minimum, pass a 19 point inspection prior to allowing the driver to operate the vehicle under the TNC's application or platform.
7. TNCs shall perform criminal background checks and California Department of Motor Vehicle checks on each TNC driver before the driver begins offering service; and

WHEREAS, Licensee has demonstrated to the satisfaction of the City, in its sole judgment, that the TNC Mobile Application (hereinafter referred to as "Mobile App") used by Licensee for its business operations has incorporated the virtual perimeter Airport boundaries or **Geo-Fence** into the TNC Mobile App to alert TNC Drivers when they have entered and exited Airport Property, that Licensee shall ensure its TNC Drivers shall at all times when on Airport Property abide by the terms of this License Agreement, and that the City will have access any and all information regarding TNC Drivers' entrance, movement, exit, and vehicle counts from or within the Geo-Fenced area; and

WHEREAS, Licensee desires to enter into this License with City in order to have **TNC Drivers**, which are any individual drivers that this Licensee has approved, to access the **TNC Mobile App** for the purpose of using such individual driver's personal vehicle ("**TNC Vehicle**") to provide prearranged transportation services in accordance with CPUC Airport, California Department of Motor Vehicles ("DMV"), and local, state, and federal regulations.

WHEREAS, it is in the best interests of City and the traveling public to make such services available.

NOW, THEREFORE, in consideration of the use of the premises and of the covenants and conditions hereinafter contained to be kept and performed by the parties hereto, IT IS MUTUALLY AGREED AS FOLLOWS:

LICENSE

ARTICLE 1. SPECIFIC TERMS AND PROVISIONS

Section A. Definitions. For the purposes of this License, the following definitions shall apply:

1. CPUC Decision: The September 23, 2013 Decision by the CPUC regulating TNCs as charter party carriers. The Decision, as may be amended or supplemented while this License is in effect is incorporated here by reference as if set forth in full.
2. Designated Trade Dress Location: the location on each TNC Vehicle where Licensee's Trade Dress Location shall be readily visible to the Airport authorities including but not limited to Airport Police, and must be approved by the Executive Director or his or her Designee prior to Licensee commencing operations at the Airport.
3. Rules and Regulations: The Airport Rules and Regulations governing, among other things, use of Airport roadways. The Airport Rules and Regulations, as may be amended or supplemented while this License is in effect, are incorporated here by reference as if set forth in full.
4. TNC Driver: An individual who has been approved by Licensee to use his/her privately-owned vehicle to transport passengers whose rides are arranged through the TNC's online enabled application. For purposes of this License, the term TNC Driver applies at all times that a Licensee's driver is on Airport property by reason of the driver's relationship with the TNC Licensee, regardless of whether the TNC Vehicle is carrying a passenger.
5. Licensee: the charter party carrier that has been issued a TNC permit by the CPUC to operate in the State of California and that is a signatory to this License.
6. TNC Vehicle: The personal, privately-owned vehicle used by a TNC Driver, which vehicle has passed the 19-point safety inspection referenced in the CPUC Decision and is insured by the vehicle's owner and covered by the TNCs commercial liability insurance policy.

Section 1. Term of License. The term of this License shall commence on _____, 201_ (“Commencement Date”) and terminate on _____, 201_ (the “**Term**”), subject to, however, earlier termination, with or without cause by the City at any time following a seven day notice being issued by the City and subject to termination provisions as provided herein.

Section 2. Commencement Date. Pursuant to the decision of the Executive Director of the Department of Airports, City of Los Angeles (“Executive Director”) in his or her

sole discretion, this License shall be effective on the Commencement Date which shall be deemed to occur, on the date in which all of the following conditions precedent are satisfied and the Licensee has demonstrated the capacity and processes to ensure compliance with the following conditions at all times:

- a.) Licensee's certificates, evidencing that Licensee has obtained all requisite insurance, have been provided to the City.
- b.) Licensee's Faithful Performance Guarantee deposit has been provided to the City.
- c.) Licensee has demonstrated that each TNC Driver using Airport Property has been and shall continuously be updated and instructed regarding the terms of the License, including but not limited to the requirement that TNC Drivers must comply with the Airport Rules and Regulations, which Rules and Regulations shall be made available by Licensee to its TNC Drivers and that Licensee can demonstrate it can identify TNC Drivers that have not been instructed or continuously updated with regard to such requirements.
- d.) Licensee's Charter Party Certificate for operation as a TNC authorized by the CPUC has been provided to the City.
- e.) Licensee has submitted photographs and required documents to the City and has received required approvals pursuant to Section 4 herein regarding TNC Trade Dress.
- f.) Licensee has demonstrated to the City that Licensee has performed all driver background checks consistent with the CPUC Decision and any subsequent CPUC requirements for driver background checks for each TNC Driver that will operate at the Airport.
- g.) Licensee has demonstrated to the City that Licensee has performed all vehicle safety checks consistent with the CPUC Decision and any subsequent CPUC requirement for vehicle safety checks for each TNC Vehicle that will use the Airport.
- h.) Executive Director shall have received two (2) duplicate originals of this License, fully executed by Licensee, City, and City Attorney's approval as to form.

Section 3. Licensee Rights.

3.1 Permitted Uses and Activities.

- 3.1.1 Transportation. Licensee may use the Approved Airport Areas to allow TNC Drivers in their approved TNC Vehicle to transport Airport customers,

employees, and passengers with their personal baggage into and out of the Airport premises in accordance with Licensee's rights and duties under this License. Licensee's right to use Approved Airport Areas shall be on a non-exclusive basis and Licensee acknowledges Executive Director's right to allow others to operate and perform similar and competing activities as those performed by Licensee, herein.

3.1.2 Use of Airport. When TNC Drivers are using the TNC Mobile App, Licensee shall allow such TNC Drivers to use Airport only in connection with operating TNC services on the Upper/Departure Level of the Airport's Central Terminal Area ("CTA"), or designated subareas thereof as established by the City, and any other Airport property area approved by the Executive Director from time to time ("Approved Airport Areas").

3.1.3 Right of Ingress and Egress. City hereby grants the non-exclusive right of ingress to and egress from Approved Airport Areas to Licensee, Licensee's TNC Drivers, passengers, and furnishers of service, subject to the provisions herein and City, Airport, State of California and Federal operating rules and regulations provided that such ingress and egress activity: a) shall not impede or interfere with the operation of Airport by City or the use of the Airport by its tenants, passengers or employees; b) shall be subject to Airport Rules and Regulations, as amended from time to time in the City's sole discretion, including those pertaining to badge, permitting and other security requirements, and the requirements of this License; c) shall be on roadways, and other areas, including specific areas within the roadway network where the TNC Drivers may pick up or drop off passengers, designated by Executive Director from time to time; and d) may be suspended or revoked by Executive Director in the event of an emergency or threat to the Airport.

3.2 Prohibited Uses and Activities

3.2.1 No Package Service. This License does not include the right or privilege to operate a package or luggage express service at Airport by either picking up or delivering packages or luggage at terminals.

3.2.2 No Sound Devices. Licensee shall not use sound amplifying or public address equipment at Airport unless such use and equipment are approved in writing by the Executive Director or his or her authorized designee.

3.2.3 No Loitering On or Near Airport. No TNC Vehicles shall stage, wait or park in any other areas of the Airport other than the Designated Staging Area. Additionally, TNC Vehicles shall not park or wait for potential TNC Mobile App booking of transportation services, on any and all residential streets or in parking lots available to the general public,

whether publicly or privately owned, within two (2) miles of the perimeter of Airport's Geo-Fence.

- 3.2.4 No Shared Rides. TNC Vehicles shall not pick-up more than one party within the Geo-Fence area.
- 3.2.5 No Roadway Recirculation. TNC Vehicles shall not recirculate on or loop around any Airport roadways, including, but not limited to the CTA upper level roadway.
- 3.2.6 No Use of CTA Roadway Lower Level. Notwithstanding any other provision of the License, TNC Vehicles shall at no time access the lower level of the CTA roadway for any purpose, unless directed to do so by Airport authorities during an emergency or incident.
- 3.2.7 Advertising and Promotions Prohibited. Licensee shall not, at any time, under any circumstances, install, place, or maintain any type of advertising or signs, on Airport. Without limiting the generality of the preceding sentence, this prohibition includes, but is not limited to: a) posting any rates or transportation fares on the TNC Vehicle; b) any advertising of cigarettes or tobacco products, including electronic cigarettes on the TNC Vehicle; and/or c) vehicle wrapping or other method of using the exterior, interior, or windows of a TNC Vehicle to advertise or promote goods or services. Excluded from this prohibition is Licensee's Trade Dress.
- 3.2.8 No Firearms or Prohibited Items. Licensee's TNC Drivers shall not operate any vehicle at the Airport with a driver or agent carrying a firearm or any other prohibited weapon or item as proscribed by any federal, state or local laws, rules or regulations, on the person or within said vehicle.
- 3.2.9. Other Prohibited Activities. Without limiting the generality of other provisions of this License, the following activities are prohibited by Licensee, TNC Drivers, TNC employees or independent contractors:
- (a) Turning off or disabling a TNC Mobile App when a TNC Vehicle is on Airport property;
 - (b) Operation of a TNC Vehicle on Airport roadways by an unauthorized driver;
 - (c) Use of stretch or modified vehicles: Only street legal vehicles shall be used in the operation of TNC services such as coupes, sedans, vans, mini vans, Sports Utility Vehicles (SUVs) and pick-up trucks;

- (d) Transporting a TNC passenger in an unauthorized vehicle;
- (e) Picking up or discharging passengers or their baggage at any terminal level or location other than the Approved Airport Areas;
- (f) Leaving a vehicle unattended;
- (g) Failing to maintain the interior and exterior of TNC Vehicles in a clean condition;
- (h) Littering on the Airport premises;
- (i) Failing to provide information or providing false information to law enforcement or Airport personnel;
- (j) Operating a TNC Vehicle without the Trade Dress and Placard, as provided in Section 4.2.1;
- (k) Soliciting passengers on Airport property;
- (l) Picking up a passenger without verifiable proof of a prearranged trip through the use of the TNC Mobile App;
- (m) Using or possessing any alcoholic beverage, or dangerous drugs or narcotic while on Airport roadways;
- (n) Failing to operate a TNC Vehicle in a safe manner as required by the California Vehicle Code;
- (o) Failing to comply with posted speed limits and traffic control signs;
- (p) Using profane or vulgar language in the presence of any member of the public;
- (q) Soliciting for or on behalf of any hotel, motel, club, nightclub or other business;
- (r) Soliciting of any activity prohibited by the California Penal Code;
- (s) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment as defined in the California Vehicle Code and the California Bureau of Automotive Repair;
- (t) Disconnecting any pollution control equipment;

- (u) Illegal or double parking on Airport roadways;
- (v) Operating a vehicle without CPUC certification or at any time during which Licensee's CPUC authority is suspended or revoked; and
- (w) Engaging in any criminal activity.

3.2.10 Public Safety : TNC's must ensure that any person who has been convicted, within the past seven years, of sexual offenses, driving under the influence of drugs or alcohol, fraud, use of a motor vehicle to commit a felony, a crime involving property damage and/or theft, acts of violence, or acts of terror shall not be permitted to provide TNC services in Airport Property; drivers with convictions for reckless driving, hit and run, or driving with a suspended or revoked license shall not be permitted by the TNC to transport Airport customers.

3.3 Changes to Airport. Licensee acknowledges and agrees that:

- a) City shall have the right at all times to change, alter, expand, and contract the Airport, including the terminals, roadway, and designated pick-up, drop off, and staging areas;
- b) City has made no representations, warranties, or covenants to Licensee regarding Airport design, construction, or the conditions for passenger or automobile traffic. Without limiting the generality of the preceding clauses of the paragraph, Licensee acknowledges and agrees that the Airport (i) is currently undergoing, and may from time to time hereafter undergo, renovation, construction, and other Airport modifications; and (ii) may from time to time adopt rules and regulations relating to security and other operational concerns that may affect Licensee's business.

3.4 "As-Is" Condition. Licensee accepts the areas designated for its operation, by the Executive Director, in their present condition and "as-is", without representation or warranty of any kind, and subject to all applicable Laws. City shall have no obligation to alter, renovate, or otherwise change the areas Designated for Licensees operation. City shall have no obligation to provide utility services to the areas designed for Licensee operation.

3.5 Revocation; Termination. This License may be revoked or mutually terminated as follows:

- (a) This License is revocable at any time subject to a seven day notice issued by the City, with or without cause in the sole and absolute discretion of the Executive Director notwithstanding anything in Section 21, Default and Right of Termination herein. Nothing in this License shall be construed as granting or

creating any franchise rights pursuant to any federal, state or local laws.

(b) Licensee may terminate this License by providing a written, thirty (30) days prior notice to Executive Director.

3.6 Tracking. Licensee acknowledges the City's right to install electronic equipment and/or software, such as license plate readers and transponders, at the Airport or on TNC Vehicles using the Airport to track TNC Vehicles movements and activities.

Section 4. TNC Driver and TNC Vehicle Requirements.

4.1 TNC Driver Training. Licensee shall make its Airport training available for review upon request by the Executive Director. Licensee shall be responsible for ensuring that TNC Drivers use the Approved Airport Areas approved by the Executive Director for passenger drop-off and pick up and that TNC Drivers comply with the provisions of this License and Airport Rules and Regulations. In addition, prior to engaging in operations under this License Licensee shall attend an orientation training at an Airport location determined by the Executive Director or his or her designee, and shall convey the substance of the training to each of their TNC Drivers before each such driver operates on Airport property.

4.1.1 TNC Notice to Drivers

Licensee shall promptly notify TNC Drivers of any and all current and changed License conditions and shall promptly notify the City, in writing, that it has done so. Further, each time an individual TNC Driver fails to comply with the conditions of this License, whether such failure is discovered by Licensee or brought to Licensee's attention by the City, Licensee shall promptly notice such TNC Driver, direct TNC Driver to immediately come into compliance, and Licensee shall promptly notify the City, in writing, that it has done so.

4.2 Vehicle and TNC Driver Requirements.

4.2.1 TNC Vehicles must continuously be in compliance with CPUC rules and regulations governing TNCs, as well as Airport's Rules and Regulations, including but not limited to the following:

a) Trade Dress. Licensee shall provide the City with a photograph of Licensee's Trade Dress along with a description of the designated Trade Dress Location on TNC Vehicles, which location must be approved by the Executive Director prior to commencement of operation at the Airport under this License.

b) Trade Dress must be distinguishable by any and all City/Airport personnel, within fifty (50) feet.

c) Trade dress shall include but not be limited to symbols and/or signs in

vehicle windows and/or on vehicles doors, roofs, and/or grill. Magnetic removable Trade Dress is acceptable.

d) While operating on Airport roadways under this License, whether or not carrying a passenger, every TNC Vehicle shall display Licensee's Trade Dress in the designated Trade Dress Location.

4.2.2 TNC Drivers must adhere to and continuously be in compliance with the CPUC rules and regulations governing TNCs and the Airport's Rules and Regulations.

4.2.3 Upon issuance of this License, Licensee shall certify in a form determined by City that CPUC Safety Requirements have been and will continuously be met including, but not limited to, the following:

a) Every TNC Driver has a valid California Driver's License and valid automobile insurance meeting the minimum requirements for the State of California and the City;

b) Every TNC Driver using the Airport has been subject to a California Department of Motor Vehicles ("DMV") record check and criminal history check by Licensee, in compliance with the CPUC Decision and/or amendments or changes thereto; and

c) Every TNC Vehicle using the Airport has been subject to and is continuously in compliance with the nineteen (19) point inspection by Licensee, as described in the CPUC Decision or as revised.

4.3 TNC Driver Identification and Geo-Fence.

4.3.1 Upon receipt of the requisite information and performance of all other conditions precedent contained in this License, TNC shall provide the City with a unique identifier ("Digital ID") for each TNC Driver who conducts business on Airport property. The Digital ID data required is further described in the Data Interface Agreement, set forth in Exhibit B, and is incorporated herein by reference. The Digital ID shall allow Airport personnel to confirm the following information for any TNC Driver and TNC Vehicle inside the Geo-Fence:

a) Driver unique identification number;

b) License plate number;

c) If the TNC Vehicle is newly purchased and TNC Driver has not yet received the license plate, a Vehicle Identification Number (VIN) must be included.

d) The number of active rides in the vehicle

e) Vehicle location on street map in real time, with time stamp, and a history of the vehicle's previous service on Airport property.

4.3.2 **Geo-Fence.** Licensee agrees that TNC Drivers shall be bound by City's restricted perimeter bordered by the following streets: Westchester Parkway (North boundary), Aviation Boulevard (East), Imperial Boulevard (South) and Pershing Drive (West), (hereinafter referred to as the "Geo-Fence").

4.3.2.1 Licensee shall at all times be able to demonstrate to the City it has installed a City-approved Geo-Fence monitoring software that is triggered by or with the TNC Mobile App, and that allows City to track TNC Drivers, upon entrance into, and travel within the Geo-Fence Area of the Airport. Prior to engaging in operation at the Airport and at Licensee's sole expense, Licensee shall work with assigned Airport personnel to develop a vehicle tracking protocol based on the Geo-Fence and consistent with Data Interface Agreement set forth in Exhibit B to this License.

4.3.2.2 The TNC Vehicle tracking shall be established as follows: All TNC Vehicles shall be identified electronically for each TNC Trip by a unique number and the TNC license plate number. The unique number shall be linked by the Licensee to the driver in a manner that allows the City to audit Licensee's compliance with the License terms and the operating requirements established by the CPUC. Consistent with the auditing provision in this License, City shall periodically audit Licensee's records with respect to its operation at Airport. For the term of this License, all such audits shall take place at TNC's corporate offices within the state of California. The TNC Mobile App access provided shall allow City to view, search, query, and create reports on Trip transactions in real time, as well as access historical information in both report and map format. City shall be able to access all required information for authorized TNC Drivers pursuant to 4.3.1 above.

4.3.2.3. Tracking Triggers

TNC Vehicle Trips shall be tracked at various stages based on transaction type described below. For each transaction type, Licensee shall provide the transaction type, time, geographical location, TNC identification, driver-based unique identifier and vehicle license plate number or VIN. TNC Driver must maintain an open application at all times while on Airport property.

- Upon Entry: Upon entry into the Geo-Fence, Licensee shall electronically notify ("ping") the Airport, in real time with the unique identifier and license plate number or VIN of each TNC

Vehicle, including date, time, geographical location, TNC identification, driver-based unique identifier, vehicle license plate number and the number of active TNC rides in the vehicle at the time of entry. The ping shall be transmitted by Licensee to the Airport at the moment each TNC Vehicle crosses the Geo-Fence.

- Upon Passenger Drop-off (on Airport property): When the TNC Driver completes a drop-off Trip by indicating the TNC Mobile App that the ride is complete, Licensee shall instantaneously send a second ping to the Airport, including date, time geographical location, TNC identification, driver-based unique identifier, vehicle license plate number or VIN and the number of active TNC rides remaining in the TNC Vehicle following ride completion.
- Upon Passenger Pick-Up (on Airport property): When the TNC Drivers picks-up a passenger on Airport property by indicating on his or her smart phone app that a passenger has been picked up, Licensee shall instantaneously send a ping to the Airport, including date, time, geographical location, TNC identification, driver based unique identifier, vehicle license plate number or VIN and the number of active TNC rides remaining in the TNC Vehicle following passenger pick up.
- Exiting the Geo-Fence: Upon exiting the Geo-Fence, Licensee shall instantaneously send a final ping to the Airport, including date, time, geographical location, TNC identification, driver based unique identifier, vehicle license plate number or VIN and the number of active TNC rides remaining in the TNC Vehicle following passenger pick-up.

4.3.3 No Circuiting the Airport. Licensee and any and all of its TNC Drivers, employees, and/or agents shall comply with the rules regarding entrance into the Geo-Fence at all times. Licensee will use the Geo-Fence to monitor and track TNC Drivers using the TNC Mobile App to service Airport related passengers. Licensee will demonstrate to the City that each TNC Driver shall leave the Geo-Fenced area expeditiously after discharging a passenger unless such TNC Driver has an arranged passenger pick-up within the Geo-Fenced area without having made a circuit around the Airport after a passenger drop off.

4.3.4 Multiple Passenger Fare Pick-ups Prohibited. TNC Drivers shall only be allowed to pick up one (1) passenger fare at a time on Airport property and must exit the Geo-Fence Area thereafter.

4.3.5 Licensee shall at all times ensure and shall demonstrate to the City that Licensee can account for the number of TNC Vehicles that have discharged passengers or have no active match for passenger pick-ups on Airport property

within the Geo-Fenced area (“Unassigned TNC Vehicle”) and that such number shall not exceed forty (40) TNC Vehicles (“Unassigned Vehicle Cap”) unless increased by the Executive Director in his or her sole discretion by written notice to Licensee..

4.3.6 The Mobile App shall allow City to log and report all instances in which a TNC Vehicle enters Airport property to discharge or pick-up a passenger(s) matched through the Mobile App or other acceptable means. Such logs and reports shall be used to determine the Trip Fees to be paid to the City by Licensee as set forth in this License Agreement.

4.3.7 Licensee will notify City and the TNC Driver and cancel the rights of the TNC Driver and TNC Vehicle to operate at the Airport if found to violate the Geo-Fence boundaries more than once during the Term of this License Agreement. If City notifies the Licensee that Licensee’s TNC Driver was operating in violation of the PUC, DMV, City and/or Airport Rules and Regulations and/or other city, state, and federal rules and regulations, then Licensee shall cancel the TNC Driver’s and corresponding TNC Vehicle’s right to operate at the Airport, within forty-eight (48) hours from City’s issuance of a notice to Licensee of such violation.

4.4 **Designated Staging Area.** All TNC Vehicles not actively loading or unloading passengers shall be parked in the Designated Staging Area as described in Exhibit C, and shall keep Trade Dress exhibited as described herein. In the event a TNC Driver accepts rides on behalf of another TNC Licensee while in the Designated Staging Area, the TNC shall promptly apply the appropriate trade dress before exiting the Designated Staging Area and entering the CTA. TNC Vehicles may only enter the Airport terminal roadways if carrying an Airport-bound passenger or if a prearranged ride request has been accepted from a customer at the Airport. City reserves the right to charge a fee for use of the Designated Staging Area in an amount determined by the Executive Director at his or her sole discretion. Use of the Designated Staging Area shall be limited to thirty (30) minutes or posted time limits, whichever period is shorter.

4.5 **Airport Rules and Regulations Governing Authorized Vehicles.**

4.5.1 During the performance of this License, Licensee agrees to comply with the City of Los Angeles Department of Airports Operation of Commercial Vehicles Transporting Passengers at Los Angeles International Airport (LAX) Rules and Regulations (hereinafter referred to as “Airport Rules and Regulations”) which is incorporated herein by this reference. Licensee’s TNC Drivers and Vehicles are considered commercial vehicle operators, pursuant to Airport Rules and Regulations, thus these Airport Rules and Regulations govern Licensee’s operations at Airport. Licensee will provide annual Airport and Airport Rules and Regulations familiarization training for Licensee’s employees, agents, TNC Drivers to ensure compliance with Airport Rules and Regulations.

4.5.2 The Airport Rules and Regulations include, but are not limited, to the

following rules and regulations:

4.5.2.1 TNC Drivers shall only accept prearranged rides booked through the TNC's Mobile App and shall not solicit or accept street hails anywhere in the City of Los Angeles.

4.5.2.2 **Drivers with Dual Authority.** The Drivers with Vehicles operating under TNC authority who also operate under a separate CPUC license or permit and separate Airport License Agreement, must abide by the terms pursuant to the non-TNC agreements, including but not limited to payment of fees, Airport access, Airport Rules and Regulations and license requirements by the CPUC, DMV, and City.

4.5.2.3 **Waybill.** In lieu of a physical waybill, every passenger pickup or drop-off shall be documented electronically before crossing the Airport's Geo-Fence to commence the provision of prearranged ride services for which the TNC Driver was contacted. The TNC Mobile App must generate the electronic equivalent of a waybill, as set forth in the Airport Rules and Regulations, which include the following requirements:

- a.) The name of the party to be transported
- b.) the terminal pick-up or drop-off location
- c.) the arrival time of the party to be transported
- e.) date the charter was originally arranged.

4.5.2.4 TNC Drivers shall, upon request, present the electronic equivalent of a waybill to any Airport, City of Los Angeles, State, or Federal official for inspection.

4.5.2.5 TNC Vehicles shall only drive or access the upper level roadways of the CTA.

4.5.2.6 TNC Drivers shall not park or stop any vehicle anywhere on the upper level roadway or curbs of the CTA unless actively engaged in picking up or dropping off passengers, shall only use areas specifically designated for TNC Vehicle operations by the Executive Director, and shall not access areas of the upper level roadway or curbs specifically designated for use by others. Passenger pick up locations and Airport access areas may be designated and amended from time to time by the Executive Director to meet operational needs.

4.5.2.6 Geo-Fence. When a TNC Driver drops off a passenger at the Airport, and does not immediately have a pre-scheduled pick-up, the TNC Driver shall proceed directly to the Designated Staging Area or exit the Geo-Fenced area.

4.5.3 **Violations.** Violations by Licensee, its officers, employees, agents, TNC Drivers or TNC Vehicles of Airport Rules and Regulations, and applicable federal, state or local vehicle code sections are subject to the imposition by City of oral or written warnings, citations, or penalty point accumulation on the TNC Driver's personal driving record, fines, misdemeanors and/or revocation of this License. Procedural matters with respect to Airport violations are outlined in Airport Rules and Regulations.

4.5.5 **Representative of Licensee.** Licensee shall provide Airport with name, address, telephone and email address for at least one (1) qualified representative authorized to represent and act for it in matters pertaining to its operation, and shall keep Executive Director informed in writing of the identity of each such person.

Section 5. Fees.

5.1 **Trip Fees.** Except as hereinafter provided, Licensee shall pay to City the following Trip fee ("**Trip Fee**") for the license rights granted herein for services rendered at Airport:

5.1.1 The Trip Fee shall be Four Dollars (\$4.00) per Trip or as subsequently amended by the Board of Airport Commissioners during periodic reviews of fees.

5.1.2 **"Trip" Defined.** "**Trip**" shall, subject to exceptions hereinafter stated, be defined as each instance of a Licensee's TNC Vehicle entering the Airport's Geo-Fence area to either drop off or pick up a passenger resulting in a Licensee Mobile App fund transaction. If a TNC Vehicle drops-off a customer and then picks-up another customer without leaving the Airport's Geo-Fence, that would equal two (2) Trips resulting in two Trip Fees.

5.2. **Application.** Licensee shall pay a Five Hundred Dollar (\$500.00) Application Fee. This fee shall cover the application process for this License agreement for the Licensee, its TNC Drivers and TNC Vehicles.

5.2.1 **Other Fees.** Licensee shall also pay all other charges, penalties and/or fees occasioned by its operations or activities, or the operations or activities of its TNC Drivers on or about Airport.

5.3 **Monthly License Fee.** The Monthly License fee is the greater of (1) \$25,000 or (2) the product of (a) the number of Trips conducted by Licensee's TNC Vehicles in one calendar month and (b) the Per Trip Fee then in effect. The Monthly License Fee shall be accompanied by a full reporting of Licensee's operation for the payment period, as provided in Section 8, herein.

5.3.1 **Monthly Payment of Fees.** All fees payable hereunder, including but not limited to Trip Fees, shall be paid by Licensee on behalf of its TNC Drivers,

employees, and/or agents to the City of Los Angeles, Department of Airports , unless and until City designates some other party or place to receive Trip Fees and other fees. The Monthly Payments are due in full and payments shall be made to City of Los Angeles Department of Airports and remitted via check, credit card, or wired to:

City of Los Angeles
Los Angeles World Airports
Accounting Revenue Operations
P.O. Box 54078
Los Angeles CA, 90054-0078

Section 6. Performance Penalty for Delinquent Payment.

6.1 Payment of obligations shall be delinquent if not received by the City within ten (10) days following the due date. Without waiving any rights available under this agreement or by law, in the event of delinquent payments, Licensee recognizes that City will incur certain expenses, the amount of which is difficult to ascertain. Therefore, in addition to payment(s) owing, Licensee agrees to pay the liquidated damages set forth below to compensate City for all expenses and/or damages and loss resulting from said delinquent payments by Licensee.

6.2 The performance penalty for delinquent payments shall consist of simple interest of one percent (1%) of the estimated invoice amount remaining unpaid per month, or part thereof, from the date of the delinquency until the close of the business day upon which the delinquency payment is received by the City. Maximum rate shall not exceed ten percent (10%) of delinquent balance.

6.3 If delinquent account is not settled after ninety (90) days from the due date, City may draw such delinquent payments from the deposit required pursuant to Section 7. Faithful Performance Guarantee (FPG). FPG draw shall apply first to unpaid liquidated damages, then to remaining delinquent balances. Delinquent balance remaining after FPG draw shall continue to be assessed performance penalties to Section 6.2 herein.

6.4 In no event shall License be renewed unless and until all fees owing to the Airport, by Licensee and its TNC Drivers, have been paid in full.

Section 7. Faithful Performance Guarantee

7.1 Prior to License execution, Licensee shall furnish to City and maintain throughout the term of this License a Faithful Performance Guarantee of One Hundred Thousand Dollars (\$100,000) or three times the estimated monthly payment, whichever is greater, to secure the faithful performance by Licensee of all the terms, provisions, and covenants contained herein, including but not limited to covering Licensee's delinquent payment and its other obligations to City. Such Guarantee shall be separate from any other Guarantee(s) required by City. The Guarantee shall be submitted to:

Los Angeles World Airports
Attn: Accounting Operations FPG Coordinator
PO Box 92216
Los Angeles, CA 90009-2216

7.2 FPGs of Twenty Five Thousand Dollars (\$25,000) or less shall be in the form of a Cashier's Check, Company Check, Money Order, Certificate of Deposit or Irrevocable Letter of Credit. Performance Guarantees in excess of Twenty Five Thousand Dollars (\$25,000) shall be in the form of an Irrevocable Letter of Credit only. Letters of Credit shall be self-renewing from year-to-year and shall remain in full force and effect for a minimum period of ninety (90) days following termination or cancellation of License. All FPGs must be approved as to form by the City Attorney.

7.3 If Licensee's monthly monetary obligation to City is thereafter increased in excess of ten percent (10%), Licensee shall, within sixty (60) days after receiving written notice from City, increase the amount of the FPG to equal the sum of three (3) times the new amount. If Licensee's monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), the amount of the FPG may be correspondingly decreased to a sum equal to three (3) times the new amount sixty (60) days following written notice to City by Customer.

7.4 If all or any part of said FPG is used to pay delinquent account as set forth in Section 6 above, Licensee shall, within sixty (60) days after draw down, replenish said FPG so that the FPG will equal to three (3) times the highest monthly fee at all times during the term of the License.

7.5 Failure to replenish the FPG after ninety (90) days from drawdown or failure to maintain the FPG in a sufficient amount throughout the term hereof, shall constitute a material breach of contract.

7.6 Upon the expiration or earlier termination of this License and if Licensee has satisfied all of its obligations to City hereunder, City shall relinquish to Licensee said FPG balance following expiration or earlier termination and satisfaction of all obligations to City.

Section 8. Payment and Reporting Requirements.

Section 8.1 Payment Procedures.

8.1.1 **Submission of Monthly Reports.** Licensee shall furnish to City on or before the twentieth (20) day of each month, without demand or invoice, an accurate report (the "Monthly Reports") of Licensee's operations at Airport during the preceding month, setting forth all data necessary to calculate the Fees pursuant to Section 5.

8.1.2 **Payment.** Licensee shall calculate the Fees due to City using the Fee rate in effect at the time of payment. Licensee shall submit to City all Fees due to City with its Monthly Reports, for the prior month's operations based on the prior month's Monthly Reports. Such amounts due to City shall be payable by the twentieth (20) day of each month for the prior month's operations.

8.1.3. **City's Agent**

City may at its sole discretion use a third-party agent ("City's Agent") to collect streaming operations data from the Licensee as described within this License, and to perform additional functions on City's behalf including but not limited to the collection of Trip Fees from Licensee, and the preparation of reports for City staff necessary for the ongoing operations, accounting, and City enforcement of this License Agreement

8.1.4 **Late Fee for Monthly Reports.** If Licensee fails to furnish City with the Monthly Reports as required per Section 8.1.1, Licensee shall pay City a late fee of Three Hundred Dollars (\$300) plus the Performance Penalty pursuant to Section 6, herein. Any adjustment in the Fees so computed shall be calculated after accurate Monthly Reports are delivered to City.

8.2 **Records Retention, Right to Inspect.**

8.2.1 Licensee shall at all times during the Term maintain and keep permanent books, ledgers, journals and other records wherein are kept entries accurately reflecting all revenue derived from operations and Trip activity to or from Airport. In addition, Licensee shall keep and maintain a daily record of all Trips and fares collected from each Trip both to and from Airport with supporting verifiable documents showing the TNC driver's name, TNC vehicle license plate number, and actual arrival and departure Trip times. The books, ledgers, journals, spread sheets, database and other records required to be maintained and preserved pursuant to this agreement may be maintained and preserved on electronic storage media, and may be produced electronically in response to any audit or inspection conducted pursuant to this agreement.

8.2.2 No more than twice per year during normal business hours and upon reasonable advance notice, City, or its duly authorized representatives, shall have the right of access to and the right to examine and audit all records of Licensee pertaining to the calculation and payment of Fees under this License (the "**Audit**").

8.2.3 It is agreed that examinations of the electronic data, books, ledgers, journals and accounts of Licensee will be conducted in accordance with generally accepted auditing standards applicable in such circumstances and as such, said examinations do not require a detailed audit of all transactions. Any such examination may not be conducted by a third party, except for a certified public accountant that is not working on a contingent fee basis. Records Licensee deems confidential and or trade secret shall also be subject to examination. Any records disclosed to the

Airport pursuant to this agreement shall not be subject to disclosure to a third party, including through a request submitted pursuant to the California Public Records Act or the federal Freedom of Information Act unless otherwise required by local, state, and or Federal law. Testing and sampling methods may be used by City to verify reports submitted by Licensee. Deficiencies ascertained by the use of such testing and sampling methods, by applying the percentage of error obtained from such testing and sampling to the entire period of reporting under examination will be binding upon Licensee and to that end shall be admissible in court to prove any amounts due City from Licensee. In the event there is any net deficiency in the amount of ten percent (10%) or greater of the compensation payable to City hereunder, Licensee agrees to pay City for the cost of the Audit as well as any other deficiencies, payments and liquidated damages due under this or any other provision of this License.

Section 9. Limitations on Use of Airport.

9.1. Licensee shall not use Airport, nor any portion thereof, for any purpose other than that hereinabove set forth above, without first having had and obtained the written consent of the Executive Director, which consent may be withheld in the Executive Director's sole discretion, and which written consent is approved as to form by the City Attorney.

9.2. There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of Airport. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on Airport. Licensee agrees not to make any claim or institute legal action against City under any theory of recovery for any interference with Licensee's use and enjoyment of Airport which may result from noise emanating from the operation of aircraft to, from, or upon Airport.

9.3. Licensee, by accepting this License, agrees for itself and its successors and assigns that it will not make use of Airport in any manner which would interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard to such operations. In the event the aforesaid covenant is breached, City reserves the right to take all action it deems necessary to cause the abatement of such interference at the expense of Licensee.

9.4. Licensee shall conduct its operations on Airport in such manner as to reduce as much as is reasonably practicable, considering the nature and extent of said operations, any and all activities which interfere unreasonably with the use of other premises at Airport, including, but not limited to, the emanation from Airport of noise, vibration, movements of air, fumes, and odors.

9.5. Licensee is prohibited from installing or using any wireless workstations, access control equipment, wireless internet servers, application or system software such as

transceivers, modems, or other interface units that access frequencies from 2.0 Gigahertz to 6.0 Gigahertz, inclusive, without first obtaining approval from the Executive Director.

9.6. Licensee has no rights under this License to install or use any antennae or telecommunications equipment on the roof or exterior of any building or structure on Airport. Licensee may not license or sublicense to others the right to install or use antennae or other telecommunications equipment on Airport.

Section 10. Moved to Section 3.2.7

Section 11. Insurance.

11.1. Licensee shall procure at its expense, and keep in effect at all times during the term of this License, Workers' Compensation Insurance as required by California law, and Transportation Network Company Insurance (liability insurance). All TNC Drivers must be included under Licensee's Transportation Network Company Insurance; and all TNC Drivers must have Transportation Network Company Insurance in order to operate on Airport Property; and all employees must be covered under Licensee's General Liability and Workers' Compensation policies.

11.2. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, Los Angeles World Airports ("LAWA"), its Board and all of City's officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk described on Insurance, Exhibit A, hereof with respect to Licensee's acts or omissions in its operations, use, and occupancy of the Airport or other related functions performed by or on behalf of Licensee in, on or about Airport.

11.3. Each specified insurance policy (other than workers' compensation and employers' liability and fire and extended coverages) shall contain a severability of interest (cross liability) clause.

11.4. On or prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Licensee shall, within fifteen (15) days of such cancellation of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

11.5. Licensee shall provide proof of all specified insurance and related requirements to City either by use of City's own endorsement form(s), by broker's letter or certificate reasonably acceptable to the Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance reasonably acceptable to the Executive Director. The documents evidencing all specified coverages shall be filed with City in duplicate. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

11.6. Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Licensee agrees, except where exempted, to provide City proof of said insurance by and through a surplus lines broker licensed by the State of California.

Section 12. City Held Harmless.

12.1. In addition to the requirements of Section 11 Insurance herein, Licensee shall indemnify, defend, keep, and hold City, including Board, and City's officers, agents, servants, and employees, harmless from any and all costs, liability, damage, or expense (including costs of suit and fees and reasonable expenses of legal services) claimed by anyone by reason of injury to or death of persons, including Licensee, or damage to or destruction of property, including property of Lessee, sustained in, on, or about the Airport, or arising out of Licensee's use or occupancy thereof, Licensee's use or occupancy of any other area of Airport, or arising out of the acts or omissions of Licensee, its agents, servants, or employees acting within the scope of their agency or employment.

Section 13. Restrictions and Regulations

13.1 Licensee agrees to abide by any and all: (i) applicable rules, regulations, orders and restrictions, as revised pursuant to this License with respect to the operations of Airport; (ii) orders, directives or conditions issued, given or imposed by Executive Director with respect to the use of roadways, driveways, curbs, sidewalks and parking areas in and about said Airport; (iii) applicable laws, ordinances including the Living Wage Ordinance and Service Contract Worker Retention Ordinance, statutes, rules, regulations or orders of any governmental authority, federal, state or municipal, lawfully exercising jurisdiction over Airport or Licensee's occupation or use of Airport; and (iv) applicable rules and regulations of City related to commercial passenger vehicles operating at Airport.

13.2 Nothing herein contained shall be deemed to impair Licensee's right to contest any such rules, regulations, orders, restrictions, directives or conditions or the reasonableness thereof. City shall not be liable to Licensee for any damage to, or for any diminution or deprivation of, Licensee's rights hereunder on account of the exercise of any such authority, or as may arise from Airport development or operation during the term of this License, unless the exercise thereof shall so interfere with Licensee's operations herein created as to constitute a termination, in whole or in part, of this License Agreement by operation of law.

13.3 Subject to this section, Licensee, its employees, agents and representatives shall not in any manner pay, extend or give any type of consideration, compensation, gratuity or reward to any Airport skycap, porter, starter, ticket or information booth person at Airport, or other curbside or terminal personnel at Airport.

13.4 Nothing in this License shall be construed as authorizing Licensee to place

starters, skycaps, porters, booth personnel, agents, or other personnel on the curbs or sidewalks or in the terminals at Airport without first having obtained the written consent of Executive Director.

13.5 Licensee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and/or conditions.

Section 14. Assignments and Encumbrances.

14.1 Licensee shall not, in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this License, or any portion thereof or any interest therein, nor shall Licensee license or otherwise authorize the use of, in whole or in part, the rights granted by this License, without the prior written consent of the Board. Any attempts to assign, transfer or encumber this License, or any licensing or authorizing the use of, in whole or in part, the rights granted by this License, shall be void and shall confer no right, title or interest in or to this License, upon any such assignee, transferee, or encumbrancer. Consent to one assignment, transfer, or encumbrance shall not be deemed to be a consent to any subsequent assignment, transfer or encumbrance. This License shall not, nor shall any interest therein, be assignable as to the interest of Licensee by operation of law without the prior written consent of Board.

14.2 When proper consent has been given by the Board, the provisions of this License shall be binding upon, and shall inure to the benefit of, the heir(s), successor(s), executor(s), administrator(s) and assign(s) of the parties hereto.

14.3 The sale or other transfer of a controlling percentage of the capital stock or membership interests of Licensee, whether by merger, stock sale, or otherwise, or the sale or transfer of more than fifty percent (50%) of the value of the assets of Licensee relating to the TNC application shall not be subject to the restrictions in Sections 6.1 and 6.2. The phrase “**controlling percentage**” means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of Licensee’s capital stock or interests issued, outstanding and entitled to vote for the election of directors.

Section 15. Nondiscrimination and Equal Employment Practices/Affirmative Action Program.

15.1. Federal Non-Discrimination Provisions.

15.1.1. The Licensee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on said property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed

pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

15.1.2. The Licensee does hereby covenant that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Licensee shall use Airport in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

15.1.3. The Licensee assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Licensee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

15.1.4. Licensee shall furnish its services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

16.2. Municipal Non-Discrimination Provisions.

16.2.1. **Non-Discrimination In Use Of Airport.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in the License, transfer, use, occupancy, tenure, or enjoyment of Airport or any operations or activities conducted on Airport. Nor shall Licensee or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants, or vendees of Airport. Any assignment or transfer which may

be permitted under this License shall also be subject to all non-discrimination clauses contained in Section 15.2.

16.2.2. Non-Discrimination In Employment. During the Term, Licensee agrees and obligates itself in the performance of this License not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Licensee shall take affirmative action to insure that applicants for employment are treated, during the term of this License, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

16.2.3. Equal Employment Practices. If the total payments made to City under this License are ONE THOUSAND DOLLARS (\$1,000) or more, this provision shall apply. During the performance of this License, Licensee agrees to comply with Section 10.8.3 of the Code (“**Equal Employment Practices**”), which is incorporated herein by this reference. A copy of Section 10.8.3 is printed on the CERTIFICATION FOR CONTRACTS OF MORE THAN \$500 BUT NOT IN EXCESS OF \$5,000, which certification City acknowledges Licensee has previously submitted and which shall remain valid for one (1) year from the date hereof. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Code, the failure of Licensee to comply with the Equal Employment Practices provisions of this License may be deemed to be a material breach of this License. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Licensee. Upon a finding duly made that Licensee has failed to comply with the Equal Employment Practices provisions of this License, this License may be forthwith terminated, cancelled or suspended.

Section 17. Taxes, Fees and Licenses.

17.1 Licensee shall pay all taxes of whatever character that may be lawfully levied or charged upon Licensee's operations at Airport.

17.2 Licensee shall also pay for, and cause to be maintained in full force and effect during the term of this License, all licenses or permits necessary or required by law or regulation for the conduct and operation of Licensee's business authorized herein, or for use of Airport. Such licenses and permits shall cover not only Licensee, but also all TNC Drivers and TNC Vehicles.

17.3 If a claim is made against City for any of the above charges, City shall notify Licensee in writing and Licensee shall promptly pay said charges; provided, however, that failure by City to give such notice shall not constitute a waiver of Licensee's obligation to pay such taxes, license and/or permit fees.

17.4 The obligations of Licensee under this section, however, shall not prevent Licensee from contesting the validity and/or applicability of any of the above charges and, during the period of any such lawful contest, Licensee may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Licensee is held responsible for such taxes and/or fees, Licensee shall promptly pay the required amount, plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties, or surcharges are refunded to City, City shall remit to Licensee such sums to which Licensee is legally entitled.

Section 18. Disabled Access.

18.1 Licensee shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access, including any services, programs, improvements or activities provided by Licensee. Licensee shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Licensee's noncompliance. Further, Licensee agrees to cooperate fully with City in its efforts to comply with the Americans with Disabilities Act of 1990 and any amendments thereto, or successor statutes.

18.2 Should Licensee fail to comply with Subsection 18.1, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Licensee will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 19. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition. The subsequent acceptance of compensation hereunder by City shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant, or condition of this License other than the failure of Licensee to pay the particular compensation so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such compensation.

Section 20. City's Right to Contract With Others Regarding License Rights. The rights granted hereunder by this License are not exclusive in nature, and City specifically reserves the right to enter into similar additional license agreements at Airport, at any time.

Section 21. Default, Termination, and Fines.

21.1 In the event Licensee fails to abide by the terms, covenants and conditions of this License, including but not limited to any default in the payment by Licensee of the fees provided for herein, City may give Licensee written notice to correct the defect or default and if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after City's mailing such notification, City may

terminate this License forthwith. City's election to terminate shall not be construed as a waiver of any claim city may have against the Licensee, consistent with such termination.

21.2 In case of the bankruptcy of Licensee, or the appointment of a receiver for Licensee, or if a receiver is appointed to take possession of Licensee's business operations as a result of any act or omission of Licensee, or if Licensee makes an assignment of this License for the benefit of creditors, City, at its election, may, without notice, terminate this License.

21.3 A material default or breach of the terms of any other license, permit, lease, or contract held by Licensee with City shall constitute a material breach of the terms of this License and shall give City the right to terminate this License for cause in accordance with the procedures set forth herein.

21.4 **Fines.**

21.4.1 The City may impose or levy fines against Licensee, and/or TNC Drivers, for engaging in prohibited conduct. Specific fines for specific prohibited conduct are described below, and/ or in the Airport Rules and Regulations.

21.4.2 If Licensee defaults under any of the License terms specified below, City may elect to impose administrative fines described below on a per violation basis:

Violation	Section	Fine
Failure to adhere TNC Driver, Vehicle, Geo-Fence Tracking Requirements	4	\$200
Failure to Pay Monthly License Fee	5	\$100 per vehicle
Failure to Provide Required Reports	8	\$100
Failure to Maintain Required Vehicle insurance certificates	11	\$100
Failure to accurately report a TNC Trip	4, 8	\$300
Engaging in other prohibited activities		\$100

City's right to impose the foregoing fines shall be in addition to and not in lieu of any and all other rights hereunder, in the Airport Rules and Regulation, or at law or in equity. City shall have no obligation to Licensee to impose fines on or otherwise take action against any other Licensee or tenant at the Airport.

THE PARTIES ACKNOWLEDGE AND AGREE THAT A VIOLATION OF ANY OF THE ABOVE TERMS SHALL RESULT IN CITY INCURRING DAMAGES WHICH ARE IMPRACTICAL OR IMPOSSIBLE TO DETERMINE. THE PARTIES AGREE

THAT THE ABOVE FINES ARE A REASONABLE APPROXIMATION OF SUCH DAMAGES.

Section 22. Attorney's Fees.

22.1. If City shall, without any fault, be made a party to any litigation commenced by or against Licensee arising out of Lessee's use or occupancy of the Airport, then Licensee shall pay all costs, expenses, and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

Section 23. Miscellaneous Provisions.

23.1. **Fair Meaning.** The language of this License shall be construed according to its fair meaning, and not strictly for or against either City or Licensee.

23.2. **Section Headings.** The section headings appearing herein are for the convenience of City and Licensee, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this License.

23.3. **Void Provisions.** If any provision of this License is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this License, and all such other provisions shall remain in full force and effect.

23.4. **Two Constructions.** It is the intention of the parties hereto that if any provision of this License is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

23.5. **Laws of California.** This License shall be construed and enforced in accordance with the laws of the State of California and venue shall lie at Airport.

23.6. **Gender.** The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

23.7. **Exclusivity.** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. 40103(e).

23.8. **Rights of United States Government.** This License shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation, or maintenance of Airport.

23.9. **War or National Emergency.** This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of Airport or the

exclusive or nonexclusive use of Airport by the United States during the time of war or national emergency.

23.10. **Time**. Time shall be of the essence in complying with the terms, conditions, and provisions of this License.

23.11. **Integration Clause**. It is understood that no alteration or variation of the terms of this License shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.

23.12. **Approvals**. Any approvals required by City under this License shall be approvals of LAWA acting as Licensor and shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the governmental approvals or rights of City as a governmental agency, including the approval of any permits required for construction or maintenance on Airport and the passage of any laws including those relating to zoning, land use, building and safety.

23.13. **Conflicts in this License**. If there are any direct conflicts between the provisions of Article 1 and Article 2 of the License, the provisions of Article 1 shall be controlling.

23.14. **Ordinance and Code Language Governs**. Ordinances issued by the City of Los Angeles (“**Ordinance**”) and Code exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.

23.15 **Amendments to Ordinances and Codes**. The obligation to comply with any Ordinances and Codes which have been incorporated into this License by reference, shall extend to any amendments which may be made to those Ordinances and Codes during the term of this License.

23.16. **Days**. Unless otherwise specified, “days” shall mean calendar days.

23.17. **Deprivation of Licensee’s Rights**. City shall not be liable to Licensee for any diminution or deprivation of Licensee’s rights under this License which may result from Licensee’s obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this Subsection, nor shall Licensee be entitled to terminate the whole or any portion of the License by reason thereof.

Section 24. Notices

24.1 Any notice or other communication required or permitted to be given, rendered or made by either party to the other, by any provision of this License or by any applicable

law or requirement of public authority, shall (unless otherwise expressly set forth herein) be in writing and shall be deemed to have been properly given, rendered or made, if given by registered or certified mail, postage prepaid, and addressed as follows:

If to City:
Department of Airports
Attn: Executive Director
1 World Way
Post Office Box 92216
Los Angeles, California 90009-
2216

with a copy to:
Department of Airports
Attn: City Attorney
1 World Way
Post Office Box 92216
Los Angeles, California 90009-
2216

If to Licensee:

TNC Company
123 ABC Street
Los Angeles, CA 90009
Attention: Person, Title
Phone:
Email:

or to such other address as one party may designate by written notice to the other party.

24.2 The execution of a notice by the Executive Director shall be as effective as to Licensee as if it were executed by Board or by Resolution or Order of said Board, and Licensee shall not question the authority of the Executive Director to execute any such notice.

24.3 All notices shall be effective upon receipt.

IN WITNESS WHEREOF, City has caused this License to be executed by the Executive Director and Licensee has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed,¹ all as of the day and year first hereinabove written.

CITY OF LOS ANGELES

By _____
Executive Director
Department of Airports

TNC Company

ATTEST:

By _____
Secretary (Signature)

By _____
(Signature)

(Print Name)

(Print Name)

[SEAL]

APPROVED AS TO FORM:
Mike Feuer, City Attorney

Date: _____

By: _____
Deputy/Assistant City Attorney

¹ If Licensee is a partnership, a general partner should sign. If Licensee is a sole proprietorship or non-corporate business, an owner should sign.

EXHIBIT A

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

EXHIBIT B

DATA INTERFACE AGREEMENT

EXHIBIT C

DESIGNATED STAGING AREA