



**2008
Airport Use Agreement
And
Permit Application**

Company Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Authorized Owner/Manager: _____

Date: _____

Company Type: _____

Number of Vehicles: _____

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 or Motel Courtesy Vehicle, Limousine, Bus, Tour Company or Taxi.

Applicant must complete and return vehicle identification form along with the Airport Use Agreement before acceptance of application by the Palm Springs International Airport. Vehicle information, year, make, model, color, license number, companies' vehicle number, along with contact person, address, and business phone number must be completed and legible.

Each permit decal is assigned to a certain vehicle and will be permanently affixed to that vehicle and is non-transferable.

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 Resolution #21061 'Comprehensive Fee Schedule'. 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 of the month immediately following the month in which the access fees were accrued. Weekly and/or monthly permit fees will be paid when the permit is to be issued.

Insurance:

1. 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 there from, 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 from 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:

A. 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 & 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.

B. 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	\$ 750,000	each person
	\$ 1,500,000	each occurrence
	\$1,500,000	aggregate products & 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 One Million Five Hundred Thousand Dollars (\$1,500,000) will be considered equivalent to the required minimum limits.

C. Any vehicle with a seating capacity of seven 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 & 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.

D. 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 (\$750,000.00) 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 hereinabove 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.

2. Worker's Compensation Insurance: The Applicant shall procure and maintain, at its sole expense, Worker's 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.
3. 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.

Neither the failure of the City to monitor such procurement or maintenance, shall give rise to any cause of action against the City of Palm Springs or any officer, agent or employee thereof by any third party.

- 4. **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.
- 5. **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 Aviation 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 Public Utilities Commission and order issued there under including, but not limited to, insurance and record-keeping requirements.

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 there under including, but not limited to, insurance and record-keeping requirements.

Assignment, Sale or Transfer of Permit: Applicant herein 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.

Certification of Ownership: Applicant certifies that Applicant is conducting business as a _____ (individual, partnership or corporation) and the principal officers thereof are:

The mailing address to which notices or other communications shall be sent is:

This Agreement shall expire on December 31, 2008. Applications for renewal for an additional term may be filed thirty (30) days prior to expiration. Any and all Access Fees over thirty (30) days in the rear shall be resolved before an additional term will be granted. Appropriate fees shall accompany this and any renewal application.

APPLICANT

APPROVED AND AUTHORIZED
DIRECTOR OF AVIATION

By: _____

DATE OF APPROVAL: _____, 20 ____.

[Revised 08/07]

VEHICLE IDENTIFICATION FORM

YEAR	MAKE	MODEL	COLOR	LICENSE	VEH#	# OF SEATS	CLASS	PERMIT#	AVI TAG	ISSUED

COMPANY NAME _____

OWNER/MANAGER _____

ADDRESS _____ Phone _____

FAX _____

New Fee Schedule 2007

Special Events Desk \$ 52.00 per day

Greeting Service Fees	
Annual Operating Permit Fee	<u>\$ 215.00</u>
Annual Event Access Fee	<u>\$ 538.00</u>
Temporary Event Permit Fee	<u>\$ 215.00</u>
Event Identification Badge Fee	<u>\$ 54.00</u>
Lost Badge Replacement Fee	<u>\$ 27.00</u>

Ground Transportation Center / Property Damage Fund \$ 27.00 per Company

Automated Vehicle Tracking (AVI) Transponder \$ 27.00 per vehicle

AVI Transponder Replacement Fee \$ 53.00

Taxicabs (permitted by SunLine)

Standard pick-up	<u>\$ 2.60 per trip</u>
Pre-arranged appointments	<u>\$ 3.00 per trip</u>

Commercial Annual Permit Company Fee	<u>\$ 270.00 per year plus vehicle fees</u>
Vehicle Fee	<u>\$ 108.00 per vehicle + access fees</u>

Monthly Permit (must have annual permit on file) \$ 22.00 per vehicle + access fees

Weekly Permit (annual permit not required)

Company Fee	<u>\$ 22.00 per week + vehicle fees</u>
Vehicle Fee	<u>\$ 17.00 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>\$ 17.00 per trip</u>
Category D: 31 + Passengers	<u>\$ 27.00 per trip</u>

Annual Permit on File

Category E: 31 + Passengers	<u>\$ 32.00 per trip</u>
No Permit on File	

Hotel / Motel Courtesy

Large Hotel / Motel Permit (40 rooms +)

Company Fee	<u>\$ 215.00 Per Yr + Vehicle fees</u>
Vehicle Fee per Vehicle 1 – 5	<u>\$108.00 per Vehicle + company fee</u>
Vehicle Fee per Vehicle 5 +	<u>\$ 54.00 per Vehicle + company fee</u>

Small Hotel / Motel Permit (– 40 rooms)

Company Fee	<u>\$ 86.00 Per Yr + Vehicle fees</u>
Vehicle Fee per Vehicle 1 – 5	<u>\$108.00 per Vehicle + company fee</u>
Vehicle Fee per Vehicle 5 +	<u>\$ 54.00 per Vehicle + company fee</u>