

NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
[REDACTED]
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 [REDACTED] day of [REDACTED], 20[REDACTED] by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners (“Board”), of the Department of Airports, also known as Los Angeles World Airports (hereinafter referred to as “City” and/or “LAWA”) and [REDACTED], a [REDACTED] corporation, registered to do business in the state of California (“Licensee”),

RECITALS

WHEREAS, City owns and operates, through the Department of Airports (LAWA), Los Angeles International Airport (“Airport”), in the 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 Codes Section 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 Decision includes, among other things, in summary, in whole or in part, 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 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 or operate their own fleet of vehicles.
4. TNC permits from the CPUC are only granted to companies utilizing smart phone technology applications to facilitate transportation of passengers in the driver’s personal vehicle.
5. Licensee must conduct an inspection of each TNC driver’s vehicle to ensure that such vehicle passes the CPUC-required 19 point inspection and all other inspections required by any governmental entity having jurisdiction prior to allowing the driver to operate the vehicle.
6. TNCs shall comply with all CPUC Rules and Regulations, including but not limited to TNCs performing ongoing criminal background checks and California Department of Motor Vehicle checks on each TNC driver before the driver begins offering service as, well as assuring that TNCs and TNC Drivers maintain insurance coverage as required by the CPUC and any and all insurance coverage required by the local, state, and or federal government.

WHEREAS, Licensee desires to enter into this License with LAWA in order to have its **TNC Drivers**, which includes any individual driver approved by Licensee, to access the **TNC Mobile Application** (hereinafter referred to as “**TNC Mobile App**”) for the purpose of using such individual driver’s vehicle (“**TNC Vehicle**”) to provide transportation services in accordance with CPUC, Airport, California Department of Motor Vehicles (“**DMV**”), and local, state, and federal rules and regulations.

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

NOW, THEREFORE, in consideration of the use of Airport property 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. **Airport Rules and Regulations:** The Airport Rules and Regulations for, among other things, use of and operation on Airport roadways. The Airport Rules and Regulations, as may be amended or supplemented while this License is in effect, are incorporated herein by reference as if set forth in full form.
2. **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 herein by reference as if set forth in full form.
3. **Designated TNC Airport Assignment Area:** The areas from which the TNC Mobile App is permitted to receive an assignment from an Airport passenger within the Geo-Fence Area. This includes all Designated Staging Area(s) should such Designated Staging Area(s) be located, by the Executive Director in his or her sole discretion by prior written notice to Licensee, outside of the Designated TNC Airport Assignment Area, as shown in Exhibit B.
4. **Designated TNC Staging Area(s):** One or more LAWA-designated area(s) where unassigned TNC Vehicles may stage for an Airport passenger pick-up assignment from the TNC Mobile App, which areas may be established from time-to-time by the Executive Director in his or her sole discretion by written notice to Licensee.
5. **Designated Trade Dress Location:** The Licensee-proposed and LAWA-approved location on each TNC Vehicle where Licensee's Trade Dress Location shall be readily visible to law enforcement and Airport authorities.
6. **Digital ID:** Licensee-provided unique identifier for each TNC Driver who conducts business on Airport property.
7. **Geo-Fence:** LAWA-established boundary, defined by Geographic Information System coordinates as shown in Exhibit B, passage through which by a TNC Vehicle engaged in a Mobile App transaction picking-up or dropping-off a passenger in the Airport Central Terminal Area shall constitute a Trip.
8. **Geo-Fence Area:** The property and facilities within the Geo-Fence boundaries where TNC Drivers shall not be allowed to receive TNC Mobile App assignments generated or transmitted by Licensee.
9. **TNC Driver:** An individual who has been approved by Licensee to use his/her vehicle to transport passengers whose rides are arranged through the TNC Mobile App. For purposes of this License, the term TNC Driver applies at all

times that a Licensee's driver is on Airport property, inside the Geo-Fence Area, inside the Designated TNC Airport Assignment Area, or inside the Designated TNC Staging Areas by reason of the driver's relationship with the TNC Licensee, regardless of whether the TNC Vehicle is carrying a passenger, including, but not limited to, any time the TNC Mobile App is operational on Airport property.

10. **TNC Mobile App:** Licensee's online enabled application to connect passengers with Licensee's approved TNC Drivers.
11. **TNC Vehicle:** The Licensee-approved vehicle used by a TNC Driver.
12. **Trade Dress.** Licensee-proposed and LAWA-approved form of distinctive signage or display identifying association with the TNC.
13. **Trip:** Each instance when a Licensee's TNC Vehicle engaged in a Mobile App transaction crosses the Airport's Geo-Fence to either drop-off or pick-up a passenger within the Geo-Fence Area.
14. **Unassigned TNC Vehicle:** A TNC Vehicle operating in any area not having an assignment from the TNC Mobile App to transport, drop-off, or pick-up a passenger.
15. **Unassigned TNC Vehicle Cap:** The maximum overall number of Licensee's Unassigned TNC Vehicles collectively allowed in the Designated TNC Airport Assignment Area and Designated TNC Staging Area(s).

Section 1. Term of License.

The term of this License shall commence on [REDACTED], 20 [REDACTED] ("Commencement Date") and terminate on [REDACTED], 20 [REDACTED] (the "**Term**"), subject to, however, earlier termination, with or without cause by City at any time following a seven (7) day notice being issued by the City and subject to termination provisions as provided herein.

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

Section 2. Commencement Date. Pursuant to the decision of the LAWA 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 Charter Party Certificate for operation as a TNC authorized by the CPUC has been provided to LAWA;
- b) Licensee's certificates evidencing that Licensee has obtained all requisite insurance have been provided to and approved by LAWA;

- c) Licensee's Faithful Performance Guarantee has been provided to and approved by LAWA pursuant to Section 15 herein;
- d) Licensee has submitted photographs, required documents, and has received required LAWA approvals regarding TNC Trade Dress pursuant to Section 5 herein;
- e) Licensee has provided or has shown the capacity be able to provide to LAWA the DMV license plate number for each TNC Vehicle, including an electronic link to associated TNC Driver Digital IDs for TNC Drivers that may operate on Airport Property, inside the Geo-Fence Area, inside the Designated TNC Airport Assignment Area, or inside Designated TNC Staging Areas and Licensee has sufficient processes in place to regularly update such information and provide to LAWA upon demand on an ongoing basis in a form specified by LAWA;
- f) Licensee has demonstrated to the satisfaction of the Executive Director, in his or her sole judgment, that (i) the TNC Mobile App to be used by Licensee for its business operations has substantially and reasonably incorporates, in the sole judgment of the Executive Director, the virtual perimeters of the Geo-Fence Area, the Designated TNC Airport Assignment Area, and Designated TNC Staging Areas into the TNC Mobile App to alert TNC Drivers when they have entered and exited each of these areas and (ii) while within each Area the Licensee shall ensure its drivers abide by the terms of the License Agreement and shall allow LAWA to access any and all information regarding TNC Drivers' entrance, assignment, movement, exit, and TNC Vehicle counts;
- g) Licensee has demonstrated to the satisfaction of the Executive Director that Licensee has performed and has processes sufficient to continuously perform all driver background checks consistent with the CPUC Decision and any subsequent Airport, local, State, or Federal requirements for driver background checks for each TNC Driver that may operate on Airport Property, inside the Geo-Fence Area, inside the Designated TNC Airport Assignment Area, and inside Designated TNC Staging Areas;
- h) Licensee has demonstrated to the satisfaction of the Executive Director that Licensee has performed and has processes sufficient to regularly perform all vehicle safety checks consistent with the CPUC Decision and any subsequent Airport, local, State, or Federal requirements for vehicle safety checks for each TNC Vehicle that will use Airport Property; and
- i) Licensee has demonstrated to the satisfaction of the Executive Director that each TNC Driver that may use Airport Property, the Geo-Fence Area, the Designated TNC Airport Assignment Area, or Designated TNC Staging Areas has been and shall be updated expeditiously regarding the terms of this License, including, but not limited to, compliance requirements of TNC Drivers pursuant to Airport Rules and Regulations, which may be updated from time to time, and

which Rules and Regulations shall be made available by Licensee to its TNC Drivers.

- j) Licensee has demonstrated to the satisfaction of the Executive Director that Licensee has incorporated into the programming of the TNC Mobile App the capability to track and monitor TNC Vehicles moving into, within, and from the Geo-Fence Area, the Designated TNC Airport Assignment Area, and the Designated TNC Staging Areas, and is capable of tracking and recording Trips for the purpose of Trip Fee collection.
- k) Licensee has demonstrated to the satisfaction of the Executive Director that Licensee has incorporated into the programming of the TNC Mobile App a function that solely allows Airport passenger assignments requested from the Geo-Fence Area to be received by TNC Drivers within the Designated TNC Airport Assignment Area and the Designated TNC Staging Area(s). The Executive Director may approve a supplement or substitute of this requirement with technology or processes proven to be more efficient or effective. However, in no circumstance shall the TNC Mobile App allow an Airport passenger request from the Geo-Fence Area to be received by a TNC Driver in the Geo-Fence Area.
- l) Licensee has demonstrated to the satisfaction of the Executive Director and pursuant to Article 2 Section 8, Disabled Access, that Licensee has i) implemented a disability training course for its drivers and has provided a copy and/or access to the disability training to LAWA's Office of the Coordinator for Disability Services, and ii) Licensee has implemented a process to insure TNC Driver's proficiency with the training (e.g. a pass/fail test).
- m) Licensee has demonstrated to the satisfaction of the Executive Director that prior to engaging in operation at the Airport, Licensee has worked with assigned LAWA staff or LAWA's designee to develop, at Licensee's sole expense, a vehicle activity data collection protocol based on the Geo-Fence Area, Designated TNC Airport Assignment Area, and Designated TNC Staging Areas, in a form acceptable to LAWA, and pursuant to Article 1, Section 6.3 herein.

Section 3. Compliance with Law

Licensee and its TNC Drivers, TNC Vehicles, employees, agents and representatives must continuously be in compliance with all laws including but not limited to California Public Utilities Code, the California Vehicle Code, the Los Angeles Municipal Code, the Los Angeles Administrative Code and any others that are applicable. Airport Rules and Regulations, when legally permissible, shall take precedence over any other existing code, rule or regulations.

Section 4. Licensee Rights.

4.1. Permitted Uses and Activities.

- 4.1.1. Transportation. Licensee may authorize its TNC Drivers in an approved TNC Vehicle to use Airport property within the Geo-Fence Area, the Designated TNC Airport Assignment Area, and Designated TNC Staging Areas to allow TNC Drivers in their approved TNC Vehicle to transport Airport customers, employees, and passengers with their personal baggage in accordance with Licensee's rights and duties under this License. Licensee's right to use Airport property, the Geo-Fence Area, the Designated TNC Airport Assignment Area, and Designated TNC Staging Areas for transportation 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, as authorized herein.
- 4.1.2. Use of Airport. When TNC Drivers are using the TNC Mobile App, Licensee shall allow such TNC Drivers to use Airport property only in connection with transportation services permitted by this License and do so only to pick-up or drop-off of passengers on the Airport's Central Terminal Area ("CTA") Upper Departure Level, except when (i) directed to use other Airport locations in emergency circumstances by law enforcement or Airport authorities, (ii) authorized by the Executive Director in his or her sole discretion by prior written notice to Licensee to use the CTA Lower Arrivals Level, which authorization may be limited to certain times of day, days weeks, or months among other restrictions or (iii) in circumstances when a passenger seeking a TNC Vehicle assignment has indicated he or she is disabled and has a wheelchair or other mobility device in which circumstance a TNC Driver is permitted to pick-up the requesting passenger at the ADA "Access" pick-up location on the CTA Lower Arrivals Level roadway location closest to the terminal from which the passenger has emerged.
- 4.1.3. Right of Ingress and Egress. City hereby grants the non-exclusive right of ingress to and egress from Airport property, Geo-Fence Area, the Designated TNC Airport Assignment Area, and Designated TNC Staging Areas. to Licensee, Licensee's TNC Drivers, passengers, and furnishers of service, subject to the provisions herein and Airport, City, State, 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 LAWA 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 LAWA's sole discretion, including those pertaining to badge, permitting and other security requirements, and the requirements of this License; c) shall be on roadways 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.

4.2. Prohibited Uses and Activities

- 4.2.1. No Package Service. This License excludes any right or privilege of Licensee or its TNC Drivers to operate a package or luggage express service at the Airport by either picking up or delivering packages or luggage at terminals except as directly related to and associated with the authorized transportation of passengers by this License.
- 4.2.2. Advertising and Promotions Prohibited. Licensee and its TNC Drivers shall not, at any time, under any circumstances, install, place, or maintain any type of advertising or signs, on Airport property. 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 exterior of a 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.
- 4.2.3. No Operation Without CPUC Authority. Licensee shall not authorize the operation of any TNC Vehicle without CPUC certification or at any time during which Licensee's CPUC authority is suspended or revoked.
- 4.2.4. Airport Passenger Assignments. Licensee shall develop and operate its TNC Mobile App so that Airport passenger assignments requested from the Geo-Fence Area may only be received by TNC Drivers within the Designated TNC Airport Assignment Area and the Designated TNC Staging Area(s). Executive Director may approve a supplement or substitute of this requirement with technology or processes proven to be more efficient or effective. In no circumstance shall the TNC Mobile App allow an Airport passenger assignments requested from the Geo-Fence Area to be received by a TNC Driver in the Geo-Fence Area.
- 4.2.5. No Shared Rides. TNC Vehicles shall not pick-up more than one passenger or one party of passengers within the Geo-Fence Area unless authorized subject to terms established by the Executive Director in his or her sole discretion by prior written notice to Licensee.

Section 5. TNC Trade Dress and Airport Vehicle Permit

- 5.1. Licensee shall provide the City with a photograph of Licensee's CPUC approved Trade Dress.
- 5.2. Licensee shall provide a photograph and 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.

- 5.3. While operating within the Geo-Fence Area under this License, whether or not carrying a passenger, every TNC Vehicle shall display Licensee's Trade Dress in the Designated Trade Dress Location.
- 5.4. Trade Dress on TNC Vehicles must be visible and distinguishable within fifty (50) feet by any and all law enforcement and LAWA personnel.
- 5.5. Licensee shall issue one Airport Vehicle Permit placard to each authorized TNC Vehicle. The placard form and content shall be approved by the Executive Director. Executive Director may change required vehicle placard to an alternate form at his or her sole discretion.
- 5.6. The Airport Vehicle Permit placard shall be displayed on the TNC Vehicle dashboard below the Trade Dress Location.
- 5.7. In the event a TNC Vehicle is removed by the Licensee as a vehicle authorized to operate at Airport under this License, Licensee shall be responsible for retrieving and destroying the specific Airport Vehicle Permit placard.

Section 6. Geo-Fence Area, Designated TNC Airport Assignment Area, and Designated TNC Staging Areas

- 6.1. Geo-Fence Area. Licensee agrees TNC Drivers and TNC Vehicles shall be bound by the restricted area for drop-off and pick-up of Airport passengers within the Geo-Fence as established by LAWA from time-to-time. TNC Vehicles may only enter the Geo-Fence Area if carrying an Airport-bound passenger or if a ride request has been accepted from a passenger requesting a TNC Vehicle within the Geo-Fence Area. When a TNC Driver accepts an assignment while in the Designated TNC Airport Assignment Area or Designated TNC Staging Area on behalf of a TNC other than Licensee, the TNC Driver shall promptly apply the appropriate trade dress associated with the assignment.
- 6.2. Use of Designated TNC Staging Areas. City reserves the right to charge a fee for use of the Designated TNC Staging Area(s) in amounts determined by the Board of Airport Commissioners. Use of the Designated TNC Staging Area shall be limited to thirty (30) minutes or posted time limits, whichever period is shorter, or such time limit established by the Executive Director, in his or her sole discretion, and provided in writing in advance to Licensee.
- 6.3. Data Collection and Provision. Licensee shall retain data and demonstrate to LAWA that LAWA can, periodically retrieve all information required by this License in an electronic form retrievable by and acceptable to LAWA or its designee, including, but not limited to, information necessary to track TNC Drivers and TNC Vehicles upon entrance into, assignment, and travel within the Geo-

Fence Area, Designated TNC Airport Assignment Area, the Designated TNC Staging Areas of the Airport and in other areas generally near the Airport, as determined by LAWA. Data requirements may be revised from time to time in the Executive Director's sole discretion and provided in writing to Licensee.

6.4. Compliance. Licensee and any and all of its TNC Drivers, employees, and/or agents shall comply with the rules regarding entrance, exit and activity within the Geo-Fence Area and Designated TNC Staging Areas, and Designated TNC Airport Assignment Areas at all times.

6.5. Changes to Airport. Licensee acknowledges and agrees that:

- a) LAWA shall have the right at all times to change, alter, expand, and contract the Airport, including the terminals, roadway, designated pick-up/drop-off locations, Geo-Fence Area, Designated TNC Airport Assignment Areas, and Designated TNC Staging Areas;
- b) LAWA 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.

6.6. "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. LAWA shall have no obligation to alter, renovate, or otherwise change the areas designated for Licensees operation. LAWA shall have no obligation to provide utility services to the areas designated for Licensee operation.

Section 7. TNC Driver Identification and Vehicle Trip Tracking.

7.1. Unique TNC Driver Identification. In an electronic form and frequency acceptable to LAWA, Licensee shall provide the City with a unique identifier ("Digital ID") for each TNC Driver conducting business on Airport property, inside the Geo-Fence Area, inside the Designated TNC Airport Assignment Area, or inside Designated TNC Staging Areas pursuant to this License. To the extent required by the Executive Director the Digital ID shall allow the City to confirm the following information for any TNC Driver and TNC Vehicle:

- a) Driver unique identification number;
- b) License plate number; If the TNC Vehicle is newly purchased and TNC Driver has not yet received the license plate, the last 7 digits of the

Vehicle Identification Number (VIN) must be included.

- c) The number of active rides in the vehicle
- d) Vehicle location on street map , with time stamp, and a history of the vehicle's service within the Geo-Fence Area.

The above may be amended from time to time by the Executive Director in his or her sole discretion.

7.2. Vehicle Tracking

7.2.1. 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 LAWA to audit Licensee's compliance with all License terms and all operating requirements established by the CPUC. Consistent with the auditing and reporting provisions in this License, LAWA 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 in Licensee'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 electronically, 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 7.1 above.

7.2.2. Trip Tracking Triggers

TNC Driver must maintain an open application at all times while on Airport property inside the Geo-Fence Area, inside the Designated TNC Airport Assignment Area, and inside the Designated TNC Staging Area(s).

- When a TNC Driver initiates a Trip by accepting a ride request from a passenger within the Geo-Fence Area, in a form and frequency acceptable to LAWA, Licensee shall electronically notify LAWA by providing the following information: Digital ID, vehicle license plate number and/or VIN, date, time, geographic location of assignment, and pick-up location.
- Upon entry into the Geo-Fence Area to either pick-up or drop-off a passenger, in an electronic form and frequency acceptable to LAWA, Licensee shall electronically report to LAWA providing all information associated with the Digital ID, vehicle license plate number and/or VIN, date, time, and geographical location of the TNC Vehicle.

7.2.3. No Loitering. Licensee shall demonstrate to LAWA that Licensee has

established mechanisms and procedures requiring each TNC Driver to leave the Geo-Fence Area expeditiously after discharging or picking up a passenger and shall at all times make available to LAWA information related to the number and location of TNC Vehicles in the Geo-Fence Area.

7.2.4. Unassigned TNC Vehicles, Unassigned TNC Vehicle Cap. Licensee shall at all times demonstrate to the City that Licensee can account for the number of its Unassigned TNC Vehicles within the Designated TNC Airport Assignment Area and Designated TNC Staging Areas and shall ensure that such number shall not persistently exceed an Unassigned TNC Vehicle Cap of forty (40) TNC Vehicles in areas where the Unassigned TNC Vehicle Cap is applicable, or such number approved by the Executive Director in his or her sole discretion by prior written notice to Licensee.

7.2.5. Trip Reports. Licensee shall log and periodically report to LAWA, in frequency acceptable to LAWA, all instances in which a TNC Vehicle enters and exits the Geo-Fence Area. Such logs and reports, or other acceptable means, shall be used to validate Trip Fees to be paid to LAWA, compliance with Airport Rules and Regulations and/or License terms by Licensee as set forth in this License Agreement.

Section 8. TNC Driver Training.

8.1. Licensee shall ensure its TNC Drivers are fully informed, trained, and comply with the provisions of this License and the Airport Rules and Regulations prior to any initial service in the City. Licensee shall make its Airport training available for review upon request by the Executive Director. Additionally, prior to engaging in operations under this License Licensee shall attend 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 in the Geo-Fence Area.

8.2. Notice to Drivers. Licensee shall promptly notify TNC Drivers of any and all current and changed License conditions and/or Airport Rules and Regulations 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.

Section 9. TNC Driver and TNC Vehicle Requirements.

TNC Drivers and TNC Vehicles must continuously be in compliance with all laws including but not limited to California Public Utilities Code, the CPUC rules and regulations governing TNCs, as well as Airport's Rules and Regulations, including but not

limited to the following:

- a) TNC Driver shall have a valid California Driver's License,
- b) TNC Driver shall have valid automobile insurance meeting the minimum requirements for the State of California and the City;
- c) TNC Driver has been subject to a national and DMV record check and criminal history check by Licensee, in compliance with the CPUC Decision and/or amendments thereto, and any subsequent laws. TNC Driver shall not have any conviction, within the past seven years, of:
 - driving under the influence,
 - fraud,
 - a crime involving property damage and/or theft, or
 - acts of violence.

In addition, to the extent permissible by law, Licensee shall ensure that TNC Driver shall not have any convictions for:

- reckless driving,
 - sexual offenses,
 - use of a motor vehicle to commit a felony,
 - driving under the influence of drugs or alcohol, hit and run
 - driving with a suspended or revoked license, or
 - acts of terror.
- d) TNC Vehicle shall only be street-legal coupes, sedans, vans, mini vans Sports Utility Vehicles (SUVs) and pick-up trucks. TNC Vehicle shall not be significantly modified from original factory specifications.
 - e) TNC Vehicle shall have been subject to and has completed the nineteen (19) point inspection by Licensee, as described in the CPUC Decision, and any subsequent laws.

Section 10. Airport Rules and Regulations

10.1. During the performance of this License, Licensee agrees to comply with and ensure the compliance of its employees, agents, independent contractors, TNC Drivers and TNC Vehicles with the Airport Rules and Regulations, which is incorporated herein by this reference. Licensee's TNC Drivers and TNC 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, and TNC Drivers to ensure compliance with Airport Rules and Regulations and Licensee.

In addition to the Airport Rules and Regulations, the following shall apply to Licensee and Licensee's TNC Drivers:

- a) Mobile App Assignments Only. TNC Drivers shall only accept rides booked through the TNC's Mobile App and shall not solicit or accept street hails anywhere in the Airport Geo-Fence Areas.
- b) No Disabling of TNC Mobile App. TNC Drivers shall not turn off or disable the TNC Mobile App when a TNC Vehicle crosses the Geo-Fence or is within the Geo-Fence Area.
- c) Unauthorized Driver. TNC Vehicle shall not operate in the Geo-Fence Area by an unauthorized driver.
- d) Unauthorized Vehicle. TNC Driver shall not transport in an unauthorized vehicle.
- e) Upper Level/Departure Roadway. TNC Drivers shall not park or stop any vehicle anywhere on any CTA roadway or curb unless actively engaged in picking-up or dropping-off passengers and only may engage in picking-up or dropping-off passengers at CTA curb locations if specifically designated for TNC Vehicle operations by the Executive Director.
- f) Roadway Recirculation. TNC Vehicles shall not recirculate on or loop around any roadways in the Geo-Fence Area unless approved by the Executive Director in his or her sole discretion by prior written notice to Licensee, which approval shall be conditioned on Licensee demonstrating its TNC Mobile App can limit a TNC Driver to only one recirculation loop per Trip, can track the number of recirculation loops per month, and that Licensee shall pay a Trip Fee, or other fee established by the Board, for each recirculation loop in addition to the Trip Fee for crossing the Geo-Fence.
- g) Expeditious Departure. TNC Vehicles shall proceed immediately to exit the Geo-Fence Area after discharging or picking up a passenger fare.
- h) No Unattended Vehicle. TNC Driver shall not park or leave a TNC Vehicle unattended at a curb. If TNC Driver must park or leave their TNC Vehicle, they shall park in a public parking facility.
- i) No Loitering On or Near Airport. No TNC Vehicle shall stage, wait or park in any other areas of the Airport other than the Designated TNC Airport Assignment Area and Designated TNC Staging Areas.
- j) Display Trade Dress. TNC Vehicle shall display Licensee's Trade Dress in the Designated Trade Dress Location at all times while in the Geo-Fence Area. Trade Dress on TNC Vehicles must be visible and distinguishable within fifty (50) feet by any and all law enforcement and Airport personnel.
- k) Display Airport Vehicle Permit. TNC Vehicle shall display valid Airport Vehicle

Permit at all times while in the Geo-Fence Area and Designated TNC Staging Areas.

- l) Waybill. In lieu of a physical waybill, every passenger pickup or drop-off shall be documented electronically before crossing the Geo-Fence to commence the provision of 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(ies) to be transported
 - b) Time of booking
 - c) Airport pick-up location

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.

- m) No Amplified Sound Devices. TNC Drivers 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.
- n) Unsafe Vehicle. TNC Vehicle interior and exterior shall be maintained in a safe, clean and sanitary condition.
- o) No Littering. TNC Driver shall not litter within the Geo-Fence Area, Designated TNC Airport Assignment Area, and Designated TNC Staging Areas.
- p) Right of Examination. TNC Driver shall allow any law enforcement officer, Airport official or designee thereof to examine their waybills, and any other written evidence of authorizations to operate.
- q) Lawful Orders. TNC Drivers shall obey the lawful orders and directions of all Airport law enforcement personnel, any state or local peace officers, all Airport officials, and all agents appointed by Executive Director who display proper identification.
- r) No Soliciting. TNC Drivers, employees, agents and/or representatives of Licensee shall not solicit within the Geo-Fence Area and/or Designated TNC Staging Area for any reason.
- s) No Alcohol, Drugs, Narcotics. TNC Drivers shall not use or possess any alcoholic beverage, or illegal drugs or narcotic while in the Geo-Fence Area, Designated TNC Airport Assignment Area and/or Designated TNC Staging Areas.
- t) Unsafe Operations. TNC Drivers shall not operate a TNC Vehicle in an unsafe condition or manner.

- u) Obey Signage. TNC Drivers shall comply with all posted signage, including but not limited to posted speed limits and traffic control signs.
- v) Driver Courtesy. TNC Drivers shall be courteous to members of the public, other drivers, all Airport law enforcement personnel, state and local peace officers, all Airport officials and all agents appointed by the Executive Director.
- w) No Criminal Activity. TNC Drivers shall not engage in any criminal activity.

10.2. **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 LAWA 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.

10.3. **Cancellation of TNC Driver Access to Airport.** Licensee will notify LAWA 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 CPUC, DMV, City and/or Airport Rules and Regulations and/or other city, state, and federal rules and regulations more than once during the Term of this License Agreement. If LAWA notifies the Licensee that Licensee's TNC Driver was operating in violation of the CPUC, 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 LAWA's issuance of a notice to Licensee of such violation.

Section 11. Drivers with Dual Authority

TNC 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.

Section 12. Fees

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

12.2. The Trip Fee shall be Four Dollars (\$4.00) per Trip or such fee as approved by the Board of Airport Commissioners.

12.3. **Application Fee.** Licensee shall pay a One Thousand Dollar (\$1000.00) Application Fee. This fee shall cover the application process for this License agreement for the Licensee, its TNC Drivers and TNC Vehicles.

- 12.4. **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 7, herein.
- 12.5. **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.
- 12.6. **Monthly Payment of Fees.** All Trip Fees and any and all other fees payable hereunder 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 13. Fines

- 13.1. The LAWA 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.
- 13.2. If Licensee defaults under any of the License terms specified below, LAWA may elect to impose administrative fines described below on a per violation basis:

Violation	Article	Section(s)	Fine
Failure to adhere to TNC Driver, TNC Vehicle, Requirements	1	7, 8, 9	\$200/incident
Failure to Pay Monthly Fees	1	12	\$100/day
Failure to Provide Required Reports	1	16	\$300/day
Failure to accurately report a TNC Trip	1	7, 16	\$300/Trip
Engaging in other prohibited activities			\$100/incident
Failure to Maintain Required Vehicle insurance certificates	2	2	\$100/day/vehicle

LAWA'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. LAWA 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 violation of any of the above terms shall result in LAWA incurring damages which are impractical or impossible to determine. The Parties agree that the above fines are a reasonable approximation of such damages.

Section 14. Performance Penalty for Delinquent Payment

14.1. Payment of obligations shall be delinquent if not received by the LAWA 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 LAWA 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 LAWA for all expenses and/or damages and loss resulting from said delinquent payments by Licensee.

14.2. 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.

14.3. 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 15. 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 for performance penalties pursuant to Section 14.2 herein.

14.4. 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 15. Faithful Performance Guarantee

15.1. Prior to License execution, Licensee shall furnish to LAWA and maintain throughout the term of this License a Faithful Performance Guarantee ("FPG") 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 LAWA. Such Guarantee shall be separate from any other Guarantee(s) required by LAWA if any. The FPG shall be a minimum of One Hundred Thousand Dollars (\$100,000) or three times the

estimated monthly payment, whichever is greater. The Guarantee shall be submitted to:

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

- 15.2. The FPG 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.
- 15.3. If Licensee's monthly monetary obligation to LAWA is thereafter increased in excess of ten percent (10%), Licensee shall, within sixty (60) days after receiving written notice from LAWA, increase the amount of the FPG to equal the sum of three (3) times the new amount. If Licensee's monthly monetary obligation to LAWA 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 LAWA by Licensee.
- 15.4. If all or any part of said FPG is used to pay delinquent account as set forth in Section 14 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.
- 15.5. 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.
- 15.6. Upon the expiration or earlier termination of this License and if Licensee has satisfied all of its obligations to LAWA hereunder, LAWA shall relinquish to Licensee said FPG balance following expiration or earlier termination and satisfaction of all obligations to LAWA.

Section 16. Payment and Reporting Requirements

16.1. Payment Procedures.

- 16.1.1. Submission of Monthly Reports. Licensee shall furnish to LAWA 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. The Monthly Report shall be in an electronic format acceptable to LAWA and shall at a minimum include for each date of operations and for each Trip the following: (i) the last four digits of the license plate number of the TNC Vehicle and (ii) the date, time, and location of

passenger drop-offs and pick-ups in the Geo-Fence Area.

16.1.2. Payment. Licensee shall calculate the Fees due to LAWA using the Fee rate in effect at the time of payment. Licensee shall submit to LAWA all Fees due to LAWA 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.

16.1.3. Late Fee for Monthly Reports. If Licensee fails to furnish LAWA with the Monthly Reports as required per Section 16.1.1, Licensee shall pay LAWA a late fee of Three Hundred Dollars (\$300) per day plus the Performance Penalty pursuant to Section 14, herein. Any adjustment in the Fees so computed shall be calculated after accurate Monthly Reports are delivered to LAWA.

16.2. Monthly Disability Complaint Report. Licensee shall submit monthly summaries to LAWA, due on the 15th day of each month, of any and all disability complaints arising from service to or from Airport, pursuant to Article 2, Section 8, herein.

16.3. Records Retention, Right to Inspect.

16.3.1. 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 Digital ID, 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.

16.3.2. No more than twice per year during normal business hours and upon reasonable advance notice, LAWA, 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").

16.3.3. 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 LAWA 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 LAWA hereunder, Licensee agrees to pay LAWA 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 17. LAWA's Agent

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

Section 18. 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.

ARTICLE 2. STANDARD TERMS AND PROVISIONS

Section 1 . Limitations on Use of Airport.

1.1. 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.

1.2. There is hereby reserved to LAWA, 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 LAWA 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.

1.3. 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, LAWA reserves the right to take all action it deems necessary to cause the abatement of such interference at the expense of Licensee.

1.4. 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.

1.5. 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.

1.6. 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 2. Insurance.

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

2.2. 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, 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.

2.3. 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.

2.4. 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 LAWA. 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.

2.5. Licensee shall provide proof of all specified insurance and related requirements to LAWA either by use of LAWA'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.

2.6. City and Licensee agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the Term by the Executive Director who may, thereafter, require Licensee, on thirty (30) days prior, written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Executive Director deems to be adequate.

2.7. 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 LAWA proof of said insurance by and through a surplus lines broker licensed by the State of California.

Section 3. City Held Harmless.

3.1 In addition to the requirements of Section 2, Insurance herein, Licensee shall, to the fullest extent permitted by law, defend, indemnify and hold harmless City and any and all of its boards, commissioners, officers, directors, agents, employees, assigns and successors in interest (collectively "City Defendants") from and against any and all allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation) (collectively "Claims"), prosecuted by anyone (including Licensee and/or Licensee's agents, former and current employees, or competitors) by reason of, arising out of, related to, connected with or pertaining to (1) injury to, or death of, any person(s) (including Licensee and/or Licensee's agents or employees), or (2) damage to, or destruction of, any property (including property of Licensee and/or Licensee's agents or employees), or (3) Licensee's (and/or its employees' or agents') and/or Sublicensee's (and/or its employees' or agents') performance of the Contract, or (4) City's selection of Licensee over its competitors as the awardee of this License; whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees. If applicable, (a) where such Claims arise from or relate to Licensee's performance of a "Construction Contract" as defined by

California Civil Code Section 2783, this paragraph shall not be construed to require Licensee to indemnify or hold City harmless to the extent such Claims are caused by the City's sole negligence, willful misconduct or active negligence; and/or (b) where such Claims arise from Licensee's design professional services as defined by California Civil Code Section 2782.8, Licensee's indemnity obligations shall be limited to Claims arising out of, pertaining to, or relating to the Licensee's negligence, recklessness or willful misconduct in the performance of the Contract.

3.2 In Licensee's defense of the City, including but not limited to the negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

3.3 Survival of Indemnities. The provisions under this Section 3 shall survive the termination of this License. Rights and remedies available to the City hereinabove shall survive the termination of this License. Further, the rights and remedies are cumulative of those provided for elsewhere in this License and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

Section 4. Restrictions and Regulations

4.1 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, 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 LAWA related to commercial passenger vehicles operating at Airport.

4.2 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. LAWA 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.

4.3 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.

4.4 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.

4.5 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 5. Assignments and Encumbrances.

5.1 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.

5.2 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.

5.3 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 5.1 and 5.2. 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 6. Nondiscrimination and Equal Employment Practices/Affirmative Action Program.

6.1. Federal Non-Discrimination Provisions.

6.1.1. 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.

6.1.2. 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.

6.1.3. 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.

6.1.4. 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.

6.2. Municipal Non-Discrimination Provisions.

6.2.1. 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.

6.2.2. 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.

6.2.3. 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.

6.2.4. Affirmative Action Program. If the total payments made under this License are One Hundred Thousand Dollars (\$100,000) or more, this provision shall apply. During the performance of this License, Licensee agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code (“**Affirmative Action Program**”), which is incorporated herein by this reference. A copy of Section 10.8.4 has been attached to this License for the convenience of the parties as Exhibit C. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Code, the failure of Licensee to comply with the Affirmative Action Program 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 Affirmative Action Program provisions of this License, this License may be forthwith terminated, cancelled or suspended.

Section 7. Taxes, Fees and Licenses.

7.1 Licensee shall pay all taxes of whatever character that may be lawfully levied or

charged upon Licensee's operations at Airport.

7.2 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.

7.3 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.

7.4 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 8. Disabled Access.

8.1 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 disabilities and 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 Title II of the Americans with Disabilities Act of 1990, as amended by the final rule published on September 15, 2010, and any amendments thereto, or successor statutes. The Licensee shall comply with 49 CFR 37. Special attention shall be given to: 49 CFR §37.5, §37.105; §37.161; §37.165; §37.167; § 37.171; §37.173; §37.207. In addition to federal requirements, Licensee shall also be required to comply with Title III of the Americans with Disabilities Act, as amended and any amendments thereto, or successor statutes, and the State of California disabilities laws. Among these, though not all inclusive are the Unruh Civil Rights Act, Civil Code §54; Civil Code § 54.1; Civil Code §51.5; and Government Code § 12948.

TNC Drivers shall submit a monthly summary of all disability complaints, to Licensee, arising from service to or from LAX. Said summary(ies) shall be issued to LAWA of all incidents, as a Report, in a form to be approved by LAWA, by the 15th day of each month. Reports shall list the name and contact number of the complainant, date of incident,

location of incident, nature of the complaint; name and phone number of Licensee's employee responsible for resolution of the complaint with contact number. LAWA at its sole discretion may provide a form containing the required information needing to be provided. Unresolved complaints shall carry over each month until resolved. At LAWA's discretion, Licensee shall meet with LAWA's ADA Coordinator on every complaint that is unresolved after 90 days.

Reports shall be sent to:

Los Angeles World Airports
Office of the Coordinator for Disability Services
P.O. Box 92216
Los Angeles, CA 90009-2216

Licensee shall ensure a disabilities training course complying with 49 CFR 37.173, is implemented for drivers serving Airport(s). Licensee shall ensure that TNC drivers taking the course complying with 49 CFR 37.173, are proficient in their understanding of disability etiquette and regulations pertaining to service animals, transportation of wheelchairs, and other assistive processes used by persons with disabilities. Licensee shall make available to LAWA's Office of the Coordinator for Disability Services, a copy of the training material used to comply with 49 CFR 37.173.

Licensee shall keep records of all trips made by drivers to and from Airport(s). Said information shall be made available to LAWA's Office of the Coordinator for Disability Services in the event a disabilities related complaint is received by the office.

8.2 Should Licensee fail to comply with Subsection 8.1, then LAWA 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 LAWA for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 9. Child Support Orders.

This License is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders, which is incorporated herein by this reference. A copy of Section 10.10 has been attached hereto for the convenience of the parties on Exhibit D. Pursuant to this Section, Licensee (and any subcontractor of Licensee providing services at City under this License) shall (1) fully comply with all State and Federal employment reporting requirements for Licensee's or Licensee's subcontractor's employees applicable to Child Support Assignments Orders; (2) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (3) maintain such compliance throughout the term of this License. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Licensee or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Licensee or applicable subcontractors to comply with

any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this License subjecting this License to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Licensee by City (in lieu of any time for cure provided elsewhere in this License).

Section 10. Alternative Fuel Vehicle Requirement Program. Licensee shall comply with the provisions of the alternative fuel vehicle requirement program (the “**Alternative Fuel Vehicle Requirement Program**”), if applicable. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached as Exhibit E and made a material term of this License.

Section 11. 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 12. 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 13. Business Tax Registration. Licensee represents that it has registered its business with the Office of Finance of the City of Los Angeles; and has notified its TNC Drivers of such requirement for independent contractors in the City of Los Angeles; and Licensee has obtained and presently holds from that office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code). Licensee shall maintain, or obtain as necessary, all such certificates required of it under said ordinance and shall not allow any such certificate to be revoked or suspended during the term hereof.

Section 14. Default and Right of Termination.

14.1 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.

14.2 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.

14.3 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.

Section 15. Attorney's Fees.

15.1. 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 16. Miscellaneous Provisions.

16.1. **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.

16.2. **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.

16.3. **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.

16.4. **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.

16.5. **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.

16.6. **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.

16.7. **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).

16.8. **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.

16.9. **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.

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

16.11. **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.

16.12. **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.

16.13. **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.

16.14. **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.

16.15. **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.

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

16.17. **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 17. Notices.

17.1 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, CA 90009-2216

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

If to Licensee:

[REDACTED]
[REDACTED]
[REDACTED]
Attention: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]

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

17.2 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.

17.3 All notices shall be effective upon receipt

Section 18. Campaign Contributions.

18.1 Licensee, its sublicensees and subcontractors, and their respective principals (hereinafter, "Principals") are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract or lease is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Licensee is required to provide and update certain information to the

City as specified by law. Licensee and any sub-licensee subject to Charter Section 470(c)(12) shall include the following notice in any contract or lease with a sub-licensee expected to receive at least \$100,000 for performance under this contract:

“Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are sublicensee on City of Los Angeles contract # [REDACTED]. Pursuant to City Charter Section 470(c)(12), sublicensee and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Sub-Licensee is required to provide to Licensee names and addresses of the sublicensee's principals and contact information and shall update that information if it changes during the 12 month time period. Sublicensee's information included must be provided to Licensee within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.”

18.2 Licensee, its sublicensees, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this License and pursue any and all legal remedies that may be available.

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

ATTEST:
By _____
Secretary (Signature)

(Print Name)

TNC Company
By _____
(Signature)

(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.

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: *****
AGREEMENT / ACTIVITY: **Transportation Network Company (TNC).**
TERM: *****
LAWA DIVISION: **LAX Landside Operations**

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All limits are per occurrence unless otherwise specified.

Pursuant to Assembly Bill 2293, TNC services are defined as three periods:

- **Period One:** App open – waiting for a match
- **Period Two:** Match accepted – passenger not picked up (driver en route)
- **Period Three:** Passenger in vehicle. Period ends when passenger exits vehicle.

Period One

- | | |
|--|---|
| <input checked="" type="checkbox"/> Commercial Automobile Liability - covering owned, non-owned & hired auto | <u>\$50,000</u> bodily injury (per person)
<u>\$100,000</u> bodily injury (per accident)
<u>\$30,000</u> property damage |
| <input checked="" type="checkbox"/> Excess Liability | <u>\$200,000</u> per occurrence |

Period Two & Three

- | | |
|--|-------------------------------|
| <input checked="" type="checkbox"/> Commercial Automobile Liability - covering owned, non-owned & hired auto
<input checked="" type="checkbox"/> Include uninsured/underinsured motorist coverage | <u>\$1,000,000</u> CSL |
|--|-------------------------------|

CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT.

INSURANCE COMPANIES WHICH DO NOT HAVE AN AMBEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE REVIEWED FOR ACCEPTABILITY BY RISK MANAGEMENT.

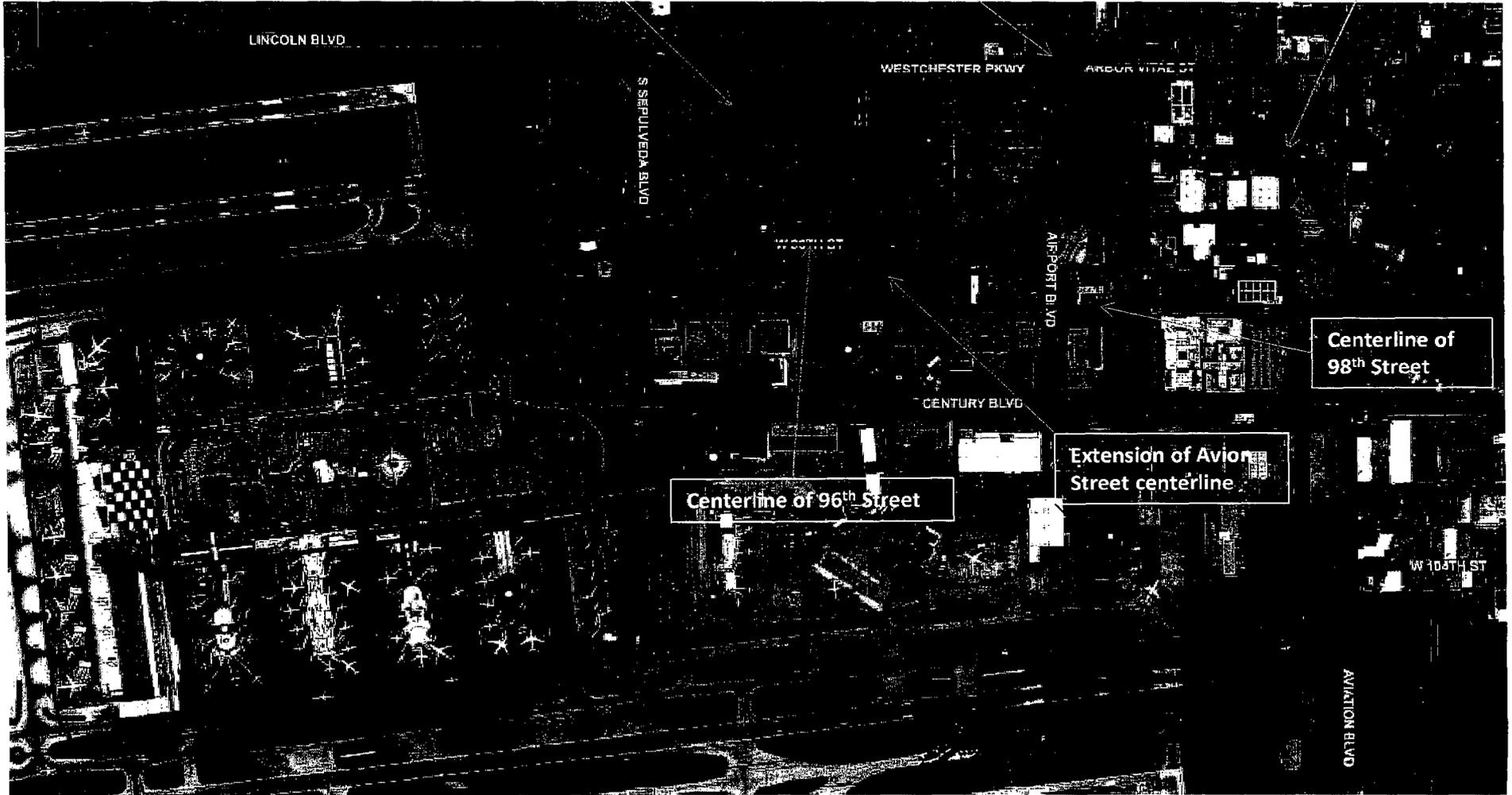
Transportation Network Companies at LAX

Extension of Vicksburg Ave centerline

Centerline of Arbor Vitae St/Westchester Pkwy (and w/ly extension)

Centerline of Bellanca Avenue (and northerly extension)

EXHIBIT B



—— = LAX Geo Fence

—— = Designated TNC Airport Assignment Area

—— = Designated TNC Staging Area

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 1

AFFIRMATIVE ACTION

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such contract:

A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding

authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business

with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

(1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference

EXHIBIT C
AFFIRMATIVE
ACTION

which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its

Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

SECTION HISTORY

Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F, Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 1

CHILD SUPPORT

Sec. 10.10. Child Support Assignment Orders.

a. Definitions.

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. Mandatory Contract Provisions.

Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them

personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§ 5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. Notice to Bidders.

Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. Current Contractor Compliance.

Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code § 5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. City's Compliance with California Family Code.

The City shall maintain its compliance with the provisions of California Family Code §§ 5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. Report of Employees' Names to District Attorney.

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

SECTION HISTORY

Added by Ord. No. 172,401, Eff. 2-13-99.

**ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM
(LAX ONLY)**

I. Definitions.

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“Airport Contract” shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

“Airport Contractor” shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

“Airport Lessee” shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

“Airport Licensee” shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

“Alternative-Fuel Vehicle” shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies. Vehicles that are powered with a fuel that includes petroleum-derived gasoline or diesel are Alternative-Fuel Vehicles only if the petroleum-derived energy content of the fuel is no more than twenty percent (20%) of the total energy content of the fuel. Vehicles powered by dual fuel technologies are Alternative-Fuel Vehicles only if no more than twenty-percent (20%) of the fuel used by the engine comes from a petroleum-derived fuel. Vehicles powered by fuels that are derived from sources other than petroleum, but that can be used in conventional spark or combustion-ignition engines, are Alternative-Fuel Vehicles.

“CARB” shall mean the California Air Resources Board.

“Comparable Emissions Vehicle” shall mean a vehicle powered by an engine certified by CARB operating on petroleum-derived gasoline or diesel fuel that has criteria pollutant emissions less than or equal to a comparable alternative fuel engine.

“Covered Vehicles” is defined in Section II below.

“EPA” shall mean the United States Environmental Protection Agency.

EXHIBIT E

“Independent Third Party Monitor” shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this policy.

“LAWA” shall mean Los Angeles World Airports.

“LAX” shall mean Los Angeles International Airport.

“Least-Polluting Available Vehicle” shall mean a vehicle that (i) is determined by an Independent Third Party Monitor to be (x) commercially available, (y) suitable for performance of a particular task, and (z) certified by CARB or EPA to meet the applicable engines emission standard in effect at the time of purchase; and (ii) is equipped with a retrofit device that reduces NOx emissions by at least twenty-five percent (25%) and reduces particulate matter by at least eighty-five percent (85%). Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

“Operator” shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

II. Covered Vehicles. The requirements under this Attachment shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX (“**Covered Vehicles**”).

III. Conversion Schedule.

- A. By January 31, 2010, fifty percent (50%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.
- B. By January 31, 2015, one hundred percent (100%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.

IV. Least-Polluting Available Vehicles. In cases where an Operator cannot comply with the requirements established pursuant to Section III above because neither Alternative-Fuel Vehicles nor Comparable Emissions Vehicles are commercially available for performance of particular tasks, LAWA will instead require Operators to use Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine on an annual basis whether Alternative-Fuel Vehicles or Comparable Emissions Vehicles are commercially available to perform particular tasks, and, in cases where Alternative-Fuel Vehicles are not commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

V. Written Reports. Operator shall complete and submit to LAWA the vehicle information required on the reporting form accessible on-line at <https://sbo.lawa.org/altfuel> on a semi-annual basis. The reporting form may be amended from time to time by LAWA.

EXHIBIT E