

PERMIT
LIMOUSINE COMPANY

PERMIT issued this 1st day of September, 2017, by Brown County (“County”) and _____, located at _____,

(hereinafter “Limousine Company” or “Permittee”) for limousine service at the Airport,
WITNESSETH:

WHEREAS, County owns and operates Green Bay Austin Straubel International Airport (“Airport”), the same being located in Brown County, Wisconsin, and

WHEREAS, if Limousine Company is a corporation or limited liability company, Limousine Company is in good standing with the Wisconsin Department of Financial Institutions; and

WHEREAS, Limousine Company owns and operates Limousines and desires to provide limousines service at the Airport whereby passengers will be provided transportation by individual drivers (“Limousine Drivers”) in a Limousine owned by Limousine Company; and

WHEREAS, Brown County Ordinance 25.09 requires certain commercial operators obtain a permit to conduct business at the Airport, and

WHEREAS, County is willing, subject to the terms of this Permit, to grant Permittee the right to conduct certain business activities, namely limousine service, at the Airport, including picking up and dropping off passengers at the Airport in designated vehicles (i.e., Limousines owned or operated by Limousine Company),

NOW, THEREFORE, for and in consideration of the terms and conditions in this Permit, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Limousine Company agree as follows:

SECTION 1
Definitions, Term, and Fee

- 1.1 Definitions. Unless otherwise provided in this Permit, capitalized words or terms shall have the meaning as stated in Section 25.09 Brown Code of Ordinances.

- 1.2 Permit. Subject to all the terms and conditions included in or referred to in this Permit, County hereby grants Limousine Company a non-exclusive revocable

permit (hereinafter, the “Permit”) to operate its limousine business at the Airport. Limousine Company shall take all reasonable steps to ensure that all Limousine Drivers comply with all aspects of this Permit.

- 1.3 Term. The Permit shall be in effect and the Permit valid from the date of issuance until the last day of February, 2018. Limousine Company may not assign the Permit.
- 1.4 Fees. Upon execution of this Permit, Limousine Company shall pay County the sum of \$200.00 per Limousine it operates at the Airport, or \$2,000.00, whichever is less. Unless waived by the Airport Director, a decal shall be issued for each Limousine for which the fee was paid. If a Permit has been issued to a Limousine Company and the foregoing fee paid and the fee paid was less than \$2,000.00, and thereafter the Limousine Company desires to operate additional Limousines at the Airport, then prior to such operation, the Limousine Company shall pay a fee of \$200.00 and upon payment of such fee, a decal shall be issued for that Limousine. Decals issued hereunder are “vehicle specific,” that is the decal shall be valid only for the vehicle for which it was issued. The decal shall be valid from the date of issuance until the last day of February, 2018. The decal shall be on display (as hereinafter provided) for the vehicle for which it was issued. The fees under this subparagraph shall not be prorated even if the applicable term is for less than a full year.

Provided that if a decal has been issued for a given Limousine and that Limousine is removed from service and no longer used as a Limousine (a “Decommissioned Limousine”) and the Limousine Company replaces the Decommissioned Limousine with a different Limousine (the “Replacement Limousine”), then upon application to the Airport Director and surrender of the decal issued for the Decommissioned Limousine, a decal shall be issued for the Replacement Limousine without payment of an additional fee.

- 1.5 Decal Display. The decal shall be mounted on the lower left-hand corner of the windshield of the Limousine for which it was issued; the left corner being on the driver’s left when seated behind the wheel. The decal shall only be displayed on the Limousine for which it was issued; the decal shall not be transferred or displayed on any other Limousine.

SECTION 2

Rules and Regulations; Policies and Procedures

- 2.1 Compliance with Laws. Limousine Company and Limousine Drivers shall remain in compliance with all applicable laws, ordinances, and regulations of the United States, the State of Wisconsin, and Brown County, including but not limited to, the

applicable provisions of Brown County Code of Ordinances Section 25.09, or the most current version of these statutory or code sections. Limousine Company shall immediately notify County if, at any time, it no longer complies with any applicable laws, ordinances, and regulations including, but not limited to, the applicable provisions of Brown County Code of Ordinances Section 25.09, or the most current version of these statutory or code sections. No Limousine Driver shall be allowed to conduct commercial ground transportation activities at the Airport unless the Limousine Company had been authorized to conduct business at the Airport and unless waived, a decal has been issued for the vehicle.

- 2.2 Rules and Directives. Limousine Drivers shall obey all Airport security rules and directives issued by the Airport, the County Contractors (including but not limited to contract security personnel), or by the Transportation Security Administration.
- 2.3 Passengers with Disabilities. With respect to passengers with disabilities, Limousine Company and Limousine Drivers will throughout the term of this Permit be in compliance with applicable federal, state, and local rules, regulations, and statutes, including applicable provisions of the Americans with Disabilities Act (“ADA”) 42 USC Sec. 12101, *et seq.*
- 2.4 Limousine Company Representative. A Limousine Company representative shall be immediately available via telephone or email to Airport staff at all times while this Permit is in effect.
- 2.5 THIS PARAGRAPH INTENTIONALLY LEFT BLANK.
- 2.6 Driver Requirements/Driver Ineligibility. During the term of this Permit, Limousine Company shall comply and shall remain in compliance with Sections 25.09(3) and (4), Brown County Code of Ordinances.
- 2.7 Limousines/Limousine Driver Conduct. Limousine Company acknowledges that Limousine Drivers and their vehicles will experience direct interaction with Airport customers and therefore the highest standards of appearance, competence, integrity, reliability, and courtesy are required. Limousines and Limousine Drivers shall comply with the requirements of Sections 25.09(22) and (23), Brown County Code of Ordinances.
- 2.8 Staging Area/Loading Area. Limousine Company and Limousine Drivers may conduct commercial ground transportation activity in the common road areas of the Airport, and the areas set aside, and specifically designated, as commercial ground transportation staging and loading areas. In this respect:
 - a) The Airport Director or his/her authorized designee may, at anytime and for any reason, relocate the commercial ground transportation areas.

- b) The Airport Director or his/her authorized designee may identify specific areas of the Airport property to be used by Limousine Drivers waiting for arriving passengers, and further may prescribe other rules as needed to address safety, security, and congestion issues associated with persons meeting arriving passengers.
 - c) The Airport Director or his/her authorized designee may designate a staging/holding area (the “Staging Area”) and an area in front of the terminal (the “Loading Area”) for passenger pickup and drop off. Limousine Drivers arriving at the Airport shall park or wait in the Staging Area while waiting for the passenger(s) to arrive and thereupon proceed to the Loading Area.
 - d) Parking in areas not referenced in this section may result in a citation.
- 2.9 Access Restriction. County reserves the right to limit or restrict access by Limousines to any area of the Airport, with or without prior notice, for reasons of safety and security of the general public, construction or renovation work at the Airport, or natural disasters. Other limitations or restrictions may be imposed by the Airport Director upon fifteen (15) days written notice to Limousine Company. Limousine Company and Limousine Drivers waive any claim for damages or other relief against the County resulting from any limit on access to the Airport.
- 2.10 Refusal to Transport. No Limousine Driver shall refuse to transport a passenger without good cause or fail to follow the direction of Airport employees or law enforcement or security personnel in the operation of a vehicle or the conduct of commercial ground transportation activity.
- 2.11 No Solicitation. No Limousine Driver shall solicit business from the Airport or other locations on the Airport in any manner whatsoever.
- 2.12 False Information. No Limousine Driver shall give false or misleading information concerning the terms of the limousine service or any competitor’s service, including destinations served and fares for commercial ground transportation services.
- 2.13 Driver Proximity. Limousine Drivers shall remain within ten (10) feet of their vehicle and shall not loiter outside their vehicle or in the public areas, including the Airport terminal building, unless the specific duty of assisting passengers in loading or unloading warrants such deviation and except as may be required by reason of personal necessity.
- 2.14 Vehicle Condition. Limousine Drivers shall, at all times, keep their vehicle in a neat, clean, and good mechanical condition. The vehicle shall be subject to inspection by the County at all reasonable times.

SECTION 3
Restrictions

- 3.1 Authorized Parking. This Permit does not authorize Limousines to park on Airport property or to have an office or station on Airport property, except as otherwise authorized herein or by separate authorization of the Airport Director or his or her authorized designee. Any commercial activity not expressly authorized under the terms of this Permit, or by separate authorization of the Airport Director is expressly prohibited.
- 3.2 Prohibited Waiting or Parking. Except as authorized in Section 2, above, Limousine Drivers may not pause, wait, or park their vehicle in any other area of the Airport.
- 3.3 No Solicitation. Neither Limousine Company nor Limousine Drivers, agents, or employees shall solicit customers on Airport property, nor engage in any activities (except for the placement of paid advertisement) at the Airport intended to persuade members of the public to use its vehicles and/or services.
- 3.4 Inside Meeting. The meeting and greeting of passengers inside the terminal by Limousine Drivers, agents, or employees is prohibited.
- 3.5 Security Status. The security status of the Airport is subject to change without notice from time to time. As a result of a change in security status or in response to an emergency, changes may be made without advance notice in the operations of the Airport affecting ground transportation, notwithstanding the specific content of this Permit. The operations affected may include, without limitation: designated Staging Area, designated Loading Area, and the amount of time allowed for vehicles to stand or dwell at curbside. Directives issued to Airport users by any police officer, Airport security personnel, or other authorized Airport personnel, pursuant to any such change in security status or emergency shall be obeyed.
- 3.6 Roadway Access/Passenger Pickup. Limousine Drivers shall not operate upon any commercial roadway at Airport except as provided in this Permit. Limousine Drivers may only pick up terminal building passengers in the Loading Area.
- 3.7 Directive Compliance. No Limousine Driver operating on Airport property shall fail to obey any lawful directive of any police officer, security personnel, County Contractor or other authorized employee of the Airport. Authority is hereby vested in the Airport Director and his/her designee to enforce the regulations contained in this Permit taking all action necessary or appropriate to carry out the functions assigned to them in this Permit including, for example, controlling vehicular traffic upon the Airport, directing motor vehicle movements within the Loading Area, and requiring the removal of motor vehicles from the Loading Area, in order to alleviate

congestion.

3.8 Other Prohibited Activities. Without limiting the generality of other provisions of this Permit, the following activities are prohibited by Limousine Company, Limousine Drivers, Limousine Company's employees or independent contractors:

- a) Operation of a Limousine on Airport roadways by an unauthorized driver.
- b) Picking up terminal building passengers or their baggage at any terminal location other than the Loading Area.
- c) Leaving a Limousine unattended except as may be required by reason of personal necessity.
- d) Failing to maintain the interior and exterior of the Limousine in a clean condition.
- e) Littering on Airport property.
- f) Failing to provide information or providing false information to law enforcement or Airport personnel.
- g) Soliciting passengers on Airport property.
- h) "Cruising" anywhere on Airport roadways.
- i) Using or possessing any alcoholic beverages or dangerous drugs or narcotic while on Airport roadways.
- j) Failing to operate a Limousine in a safe manner as required by the Wisconsin Vehicle Code.
- k) Failing to comply with posted speed limits and traffic control signs.
- l) Using vulgar or profane language in the presence of any member of the public; expectorate on floors, walls, or other surfaces of any Airport facility.
- m) Soliciting for or on behalf of any hotel, motel, club, nightclub, or other business.
- n) Soliciting of activities prohibited by the Wisconsin Criminal Code.
- o) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment as defined in the Wisconsin Vehicle

Code.

- p) Disconnecting any pollution control equipment.
- q) Double parking on Airport roadways.
- r) Operating a Limousine at any time during which the Limousine Company's or Limousine Driver's authority to operate has been suspended or revoked.
- s) Engaging in any criminal activities.
- t) Allow any other person, except a passenger/patron, to ride in the vehicle, except while training a new driver.
- u) Allow any pets or animals, other than the pets or animals of a passenger or patron employing the vehicle, to occupy or ride in the vehicle.
- v) Drivers of vehicles shall be neat and clean and well-groomed in appearance and suitably dressed.

SECTION 4 Discrimination

- 4.1 Discrimination. In connection with the activities under this Permit, Limousine Company agrees not to refuse to hire, nor to discharge, promote or demote, or to discriminate in any manner of compensation, terms, conditions, or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

SECTION 5 Waiver, Indemnity, and Insurance

- 5.1 Waiver. Limousine Company covenants and agrees that County shall not at any time to any extent whatsoever be liable, responsible or in any way accountable for, and Limousine Company waives and releases any claim (including any claims for contractual or implied indemnity) against County, for losses which occur anytime after the effective date of this Permit may be suffered or sustained by Limousine Company which (a) arise out of Limousine Company's operations, or (b) are caused in whole or in part by any act or omission (whether negligent, non-negligent, or otherwise) of Limousine Company or Limousine Drivers, whether or not such loss shall be caused in part by any act, omission, or negligence of any County entity,

except if caused solely by the gross negligence or willful misconduct of the County.

- 5.2 Indemnity. In addition to, and not in limitation of the foregoing, Limousine Company shall, to the maximum amount allowed by law, indemnify and save harmless the County and its officers, agents, and employees and, if requested, shall defend them from and against any and all losses caused in whole or in part by (a) any act or omission of Limousine Company or Limousine Drivers, (b) Limousine Company's or Limousine Drivers' operations at the Airport, or (c) any default by Limousine Company or Limousine Drivers in the observance or performance of any of the terms, covenants, or conditions of this Permit, whether or not such losses shall be caused in part by any act, omission, or negligence of County or any County entity, except to the extent caused by the negligence or willful misconduct of the County or its employees, officers, or agents. The foregoing indemnification obligation is contingent upon County providing Limousine Company with (i) reasonably prompt written notice of any potential claims subject to indemnification hereunder, (ii) sole control over the defense and settlement of each such claim (provided that Limousine Company will not settle or compromise any claim without written consent of Airport, which consent shall not be unreasonably withheld, conditioned, or delayed), and (iii) reasonable cooperation, at Limousine Company's expense, in the defense and settlement of a claim.
- 5.3 Losses. For the purposes hereof "Losses" shall mean any and all losses, liabilities, judgments, suits, claims, damages, costs, and expenses (including reasonable attorney fees, investigation costs, remediation costs, and court costs) of any kind or nature.
- 5.4 Notices. Without limiting the foregoing waiver and indemnity, each party hereto shall give to the other reasonably prompt and timely notice of any Loss coming to its knowledge.
- 5.5 Insurance. Limousine Company shall, upon execution of this Permit, provide and maintain at its own expense during the term of this Permit Automobile Liability Insurance in a minimum sum of one million dollars (\$1,000,000.00) CSL (Combined Single Limits) such insurance being applicable to and providing coverage for all Limousines owned or operated by Limousine Company. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin and having A.M. Best Insurance Guide rating of A: XI or better. All policies shall name Brown County, Brown County Board of Supervisors, Planning Development and Transportation Committee, Airport Director, officers, agents, and employees, as additional insureds. Limousine Company shall file with the Airport Director a copy of said insurance policy to certify that such insurance is in full force and effect during the entire term of this Permit. Said policy shall contain a provision that written notice of any change in said policy by the insurer shall be delivered to the Airport Director

thirty (30) days in advance of any such change if the change results in a reduction in coverage(s). Notwithstanding any provisions of this paragraph, and for purposes of this Permit, Limousine Company acknowledges that its potential liability is not limited to the amount of insurance coverage it maintains or to the limits required therein.

- 5.6 Certificate of Insurance and Cancellation. A valid Certificate of Insurance shall be issued to “Green Bay Austin Straubel International Airport” and shall include a provision prohibiting cancellation or reduction in coverage limits except upon thirty (30) days prior written notice to the County.
- 5.7 Subrogation. Notwithstanding anything to the contrary herein, Limousine Company waives any right of recovery against the County for any loss or damage to the extent the same is covered by Limousine Company’s Worker’s Compensation and property insurance. Limousine Company shall obtain from its insurer a waiver of subrogation that the insurer may have against the County or any Additional Insureds in connection with any loss covered by Limousine Company’s property insurance policy.

SECTION 6
Notices

- 6.1 County Notice. All notices required to be given to the County under this Permit shall be in writing and shall be sent by U.S.P.S. certified mail, return receipt requested, to:

Airport Director
Green Bay Austin Straubel International Airport
2077 Airport Drive, Suite 18
Green Bay WI 54313-5596

- 6.2 Limousine Company Notice. All notices required to be given to Limousine Company hereunder shall be in writing and shall be sent to the agent identified below by U.S.P.S. certified mail, return receipt requested, addressed to:

Limousine Company’s Agent:

- 6.3 Notice Change. Either County or Limousine Company may, from time to time, designate in writing the address of substitute or supplementary persons to receive such notice. The effective date of service of any notice shall be the date such notice is mailed.

SECTION 7

THIS SECTION INTENTIONALLY LEFT BLANK

SECTION 8

Violations

- 8.1 Violations. In this Section 8, the term “violation(s)” shall mean failure by Limousine Company, its Limousine Drivers, or a Limousine to comply with (i) County, State, or Federal laws including, without limitation, Section 25.09 Brown County Code of Ordinances, (ii) the rules and regulations established by the Airport as amended from time to time by the Airport Director, or (iii) the terms and conditions of this Permit, including, without limitation, failure to pay the required fees in the manner prescribed in this Permit.
- 8.2 Suspension or Revocation (Notice). Except as provided in subsection 8.3, in the event of a violation, the County or Airport Director may suspend or revoke this Permit or the ability of a given Limousine Driver to operate at or from the Airport, upon ten (10) days advance written notice to Limousine Company and, if applicable, to the Limousine Driver, wherein the reasons for suspension or revocation are stated. In such notice the County or Airport Director may, in its/his/her discretion, allow a specified period of time for the stated violation(s) to be corrected and if timely corrected, then the suspension or revocation shall not occur.
- 8.3 Suspension or Revocation (No Notice). In the event (i) a violation threatens to disrupt the orderly operation of the Airport, (ii) repeated violations, or (iii) violations that involve, cause, or threaten to cause a disturbance, altercation, or dispute, whether verbal or physical, with the public, agents or employees of any aviation or transportation company (including specifically another ground transportation provider), employee, agents, or officers of the County (including specifically law enforcement or Airport Public Safety Officers) then the Airport Director may, in his/her absolute discretion, immediately suspend or revoke this Permit, or the ability of a given Limousine Driver to operate at or from the Airport, or take such other action that the Airport Director deems appropriate.
- 8.4 Additional Remedy. In addition to, and not in lieu of action under subsections 8.2 and/or 8.3, in the event of a violation, the County may proceed under Section 25.09(26) Brown County Code of Ordinances.

SECTION 9
Governing Law

- 9.1 Governing Law/Venue. This Permit is made under and shall be governed by the laws of the State of Wisconsin, without regard to conflicts of law principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Permit shall be proper and lie exclusively in the Circuit Court in and for Brown County, Wisconsin.

SECTION 10
Assignment and Subletting Prohibited

- 10.1 Assignment. Limousine Company shall not assign, encumber, sublet or otherwise transfer its rights and obligations under this Permit

SECTION 11
Non-Discrimination

- 11.1 Non-Discrimination. Limousine Company hereby agrees for itself, its successors in interest and assigns to operate its services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Office of the Secretary, Part 21 non-discrimination and federally-assisted programs of the Department of Transportation as more fully provided in Title IV of the Civil Rights Act of 1964 as amended.

SECTION 12
Requirements of the United States

- 12.1 Federal Law. This Permit shall be subject to and subordinate to the provisions of any existing or future agreement between the Airport and the United States or any agency thereof, including, but not limited to, the Federal Aviation Administration (FAA) and/or Transportation Security Administration (TSA), relative to the development, operation, or maintenance of the Airport. The Airport will, to the extent permitted by law, use its best efforts to cause such agreements to include provisions protecting and preserving the privileges of Limousine Company to use the premises.

SECTION 13
Compliance with Laws

- 13.1 Compliance. Limousine Company shall comply with all rules and regulations of the Airport and laws, regulations, and ordinances of federal, state, county governments, which are applicable to the Limousine Company's operations under this Permit. The Permit may be terminated by the Airport Director for failure to comply with this Section.
- 13.2 Fines and Penalties. If Airport incurs any fines and/or penalties imposed by the FAA, TSA, or any other federal, state, or local agency, or any expense in enforcing the regulations of the FAA, TSA, and/or Airport Security Program as a result of the acts or omissions of Limousine Company or Limousine Drivers, Limousine Company agrees to pay and/or reimburse all such costs and expense. Limousine Company further agrees to rectify any deficiency as may be determined as such by such federal, state, or other governmental agency. The Airport reserves the right to take whatever action is necessary to rectify any security deficiency, in the event Limousine Company fails to remedy the security deficiency.

SECTION 14
Attorney Fees

- 14.1 Attorney Fees. In the event any fee hereunder is collected through an attorney or the Airport is assessed a fine or other penalty by another governmental agency as a result of Limousine Company or a Limousine Driver's actions, or any litigation is commenced or maintained as a result of Limousine Company's breach of any provision of this Permit, Limousine Company agrees to pay the Airport's reasonable attorney fees, expenses, and court costs.

SECTION 15
Severability

- 15.1 Severability. Should any section or subsection of this Permit be held invalid as a matter of law, none of the remaining sections or subsections shall be affected thereby and such remaining sections or subsections shall remain in full force.

SECTION 16
Entire Permit

- 16.1 Entire Permit. Each party acknowledges that it has read this Permit, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written,

between the parties relating to the subject matter of this Permit. This Permit may not be modified or altered except by a written instrument duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as of the day and year first-above written.

BROWN COUNTY:

GREEN BAY AUSTIN STRAUBEL
INTERNATIONAL AIRPORT

Dated: _____ By: _____
Thomas W. Miller, Airport Director

LIMOUSINE COMPANY:

Dated: _____ By: _____

(Print name)