

**MASSACHUSETTS PORT AUTHORITY
APPLICATION TO PROVIDE
COMMERCIAL GROUND TRANSPORTATION SERVICES**

This application to provide Commercial Ground Transportation Service at, to or from Boston-Logan International Airport ("Logan Airport") must be typed and/or printed legibly.

Submit your completed application to the Massachusetts Port Authority ("Massport") with: 1) a processing fee in the amount of \$100.00 in the form of a non-refundable check or money order made payable to Massport (cash is not accepted, and 2) vehicle registrations, and 3) valid insurance certificate naming Massport as an additional insured; 4) workers' compensation insurance or affidavit; and 5) Massachusetts Department of Public Utilities ("Mass DPU") permit, Federal Motor Carriers Highway Administration ("FMCHA") permit or city/town permit.

I. IDENTIFYING INFORMATION

DATE _____

NAME OF OPERATOR _____

Corporation Sole Proprietorship Partnership
(If company is incorporated, please submit a copy of incorporation papers.)

Doing Business As (DBA) {if applicable} _____

ADDRESS _____

MAILING ADDRESS _____

(if different) _____

CONTACT PERSON _____

TELEPHONE _____

(If you have an 800 number, please include it.)

FAX NUMBER _____

E-MAIL _____

EMERGENCY NUMBER _____

II. CLASS OF OPERATION

Indicate the class of Operation below (the “Permitted Service”):

- () **Authorized Courtesy** – Uses Vehicles to transport passengers to or from passenger terminals without charge incidental to another contractual relationship between Operator and Massport.
- () **Pick-Up/Delivery Vehicles** – Used to transport packages, letters, luggage, baggage, goods or other items (collectively, “packages”).
- () **Charter Motor Bus** – Operates on an irregular route, as authorized by the Mass DPU and/or the FMCHA.
- () **Scheduled Motor Bus** – Operates on a point-to-point schedule under the authority of the Mass DPU and/or the FMCHA, contains 16 or more passenger seats, and has a timetable on file with Massport.
- () **Scheduled Van Service** – Operates on a point-to-point schedule under the authority of the Mass DTE and/or the FMCHA and has a timetable on file with Massport and: () contains 16 or more passenger seats.
() contains 15 or fewer passenger seats.
- () **Unscheduled Van Service** – Operates by prior reservation only under the authority of local city/town /or Irregular Authority issued by the Mass DTE or the FMCHA and: () contains 15 or fewer passenger seats.
() contains 16 or more passenger seats.
- () **Limousine** – Operates by prior reservation only under the authority of local city/town and/or Irregular Authority issued by the Mass DTE or the FMCHA.

List the Vehicles in your operation on Attachment A (“Vehicle Listing Sheet”).

Attach a copy of your Mass DTE, FMCHA, or local permit or license to perform the ground transportation services you are applying to operate at Logan Airport. If the city/town in which your business is located does not require a license or permit, attach a letter of permission from that city/town typed on official stationery and signed by an authorized official of that city/town. See Attachment B for a sample letter.

III. TERM

The Term of the Operating Agreement (the “Agreement”) shall commence on the earlier of (i) the date of the Operator’s first Trip (as defined in Article V) and (ii) the first day of the calendar month after the date that the application is approved by Massport on page 6 hereof (the “Commencement Date”). The Agreement shall extend automatically from month to month upon the same terms and conditions. The Operator or Massport may

terminate this Agreement without cause by providing not less than 30 days written notice of termination to the other. Massport may terminate this Agreement for cause at any time by written notice to Operator, if Operator fails to comply with the terms of this Agreement, Massport Rules and Regulations as they may be amended from time to time, Executive Director's Memoranda or other directives, or any state or federal law, or if in the opinion of Massport, Operator activities present a hazard to or interfere with the safe and efficient operation of Logan Airport.

IV. INSURANCE AND INDEMNIFICATION

(A) Each Operator must obtain Commercial Automobile Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for Limousine and Van Operators and Five Million Dollars (\$5,000,000) for Motor Bus Operators, combined single limit for bodily injury and property damage, naming Massport as an additional insured. This insurance coverage shall be primary over any other coverage obtained by the Massport and shall be procured from an insurance company rated at least A-/VII or better by the then current edition of Best's Insurance Reports published by A.M. Best Co., and licensed to do business in the Commonwealth of Massachusetts. Massport may increase the minimum amount of coverage for liability insurance from time to time.

Submit a certificate of insurance obtained from your insurance broker to cover each of the Vehicles permitted. The certificate shall be typed, bear the insurance broker's stamp, be signed by an authorized individual, and list Massport as additional insured and as the certificate holder: Massport, One Harborside Drive, Suite 200S, East Boston, MA 02128-2909, Attention: Risk Management Department, and provide a minimum of 10 days notice to the certificate holder prior to cancellation.

(B) All Operators legally required to carry Workers' Compensation Insurance, shall submit a certificate of such insurance, bearing insurance broker's stamp and signed by an authorized individual as proof of such coverage; otherwise Operator shall submit an affidavit, Form 153, a sample is attached (Attachment C), attesting to the fact that Operator is not required to carry Worker's Compensation Insurance.

(C) The Operator, at its sole cost and expense, shall indemnify, defend and hold harmless Massport, its members, officers and employees from and against all claims, causes of action, suits, losses, damages and expenses (including attorneys' fees and experts' fees and disbursements, and any and all other costs of investigation and litigation) based upon or arising, directly or indirectly, out of any act, omission or activity of Operator, its contractors, employees, agents, customers or anyone claiming by or through the Operator.

V. BASE RATES AND FEES

(A) Trip Fee and Base Rates. Operator shall pay a Trip Fee for each Commercial Transportation Service Vehicle entry onto the roadways within Logan Airport that includes a stop or intent to stop and pick up passenger(s) or packages at one or more of the passenger terminals including the General Aviation Terminal. The Trip Fees vary according to the Vehicle Class (“Base Rates”). The Base Rates and Vehicle Classes may change from time to time. A list of current Base Rates appears in Attachment D.

(B) Minimum Payment. An Operator that enters into this Agreement with Massport shall pay the greater of (a) the applicable Base Rate multiplied by 10 Trips per calendar month (“Minimum”), or (b) the applicable Base Rate multiplied by the number of Trips operated in each month (“Actual Trips”).

(C) Invoices. Each Operator will receive a monthly invoice for either the Minimum or Actual Trips multiplied by the applicable Base Rates. Within 10 days of the date of invoice, Operator shall send its payment to: Massachusetts Port Authority, PO Box 3471, Boston, MA 02241-3471. Repeated failure to make timely payment shall be cause for terminating this Agreement.

VI. REPORTING REQUIREMENTS

(A) Fares and Routes. Operator shall provide Massport with a copy of its fares and charges for all Permitted Services under this Agreement. Operators conducting scheduled services shall provide Massport with a detailed description of its service routes to and from Massport facilities and shall notify Massport of any change(s) to its fares and routes thirty (30) days prior to the effective date of such change(s).

(B) Consent to Publication. Operator consents to Massport publishing Operator’s fare and timetable information. Massport shall not be liable for errors in such publications, but shall make good faith efforts to correct any errors that it receives notice of in writing by the Operator.

(C) Monthly Trip/Rider Reports.

(1) Scheduled Bus/Van Operators, Authorized Courtesy Operators and Pick Up/Delivery Vehicle Operators shall submit a Monthly Trip Report, in a form acceptable to Massport, containing the dates and times the Operator provided services at Logan Airport.

(2) Scheduled Bus/Van Operators shall submit, in a form acceptable to Massport, a Monthly Rider Report of the total number of passengers carried inbound and the total number of passengers carried outbound on a per route basis.

**VIII. COMMERCIAL GROUND TRANSPORTATION
SERVICE OPERATING AGREEMENT**

Upon approval and execution of this application by Massport, this fully completed application and its attachments shall constitute the Operator's Commercial Ground Transportation Service Operating Agreement.

MASSACHUSETTS PORT AUTHORITY

By: _____
Director of Aviation or Designee

Date: _____

ATTACHMENT A

VEHICLE LISTING SHEET

All commercial ground transportation vehicles entering onto Logan Airport are subject to search, and drivers may be subject to an identification check.

ISSUED TO: _____
Operator Name

PERMIT TYPE: BUS ____ LIMO ____ COURTESY ____ PICK UP/DELIVERY ____ NUMBER OF PERMITS: _____

Attach a copy of the Certificate of Registration for each Vehicle to be permitted and the certificate of insurance.

<i>MASSPORT PERMIT NUMBER</i>	<i>YEAR</i>	<i>MAKE</i>	<i>MODEL</i>	<i>COLOR</i>	<i>CAPACITY</i>	<i>VEHICLE IDENTIFICATION NUMBER</i>	<i>LICENSE PLATE NUMBER</i>

Upon approval of Operator's application, Massport will issue a Vehicle permit or other Vehicle identification device for each Vehicle listed above.

ATTACHMENT B

SAMPLE CITY/TOWN LETTER

****Official City/Town Letterhead****

Date: _____

*Massachusetts Port Authority
One Harborside Drive / Suite 200S
Logan International Airport
East Boston, MA 02128-2909
Attention: Ground Transportation*

Dear Sir/Madam:

The City/Town of _____ does not have private limousine/livery requirements and has no objection to _____ [name] _____ operating within and through its boundaries.

Sincerely,

{Signature of duly authorized official}

ATTACHMENT C

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations - Dept. 153
600 Washington Street – 7th Floor, Boston, Massachusetts 02111
http://www.mass.gov/dia

AFFIDAVIT OF EXEMPTION FOR CERTAIN CORPORATE OFFICERS OR DIRECTORS

Chapter 169 of the Acts of 2002 amended M.G.L. c. 152, §1(4) by adding the following paragraph:

“This chapter shall be elective for an officer or director of a corporation who owns at least 25 percent of the issued and outstanding stock of the corporation. Notwithstanding section 46, these provisions shall apply only if the corporate officer provides the commissioner of industrial accidents with a written waiver of his rights under this chapter. Said commissioner shall promulgate regulations to carry out the purpose of this paragraph. Violations of this paragraph shall subject the corporation to the penalties set forth in section 25C.”

Pursuant to M.G.L. c. 152, §1(4) as amended, I/We the undersigned officers of:

_____,
(Name of Corporation and Address)

each holding at least 25% of the issued and outstanding stock in said corporation, do hereby invoke the right to be exempt from the provisions of M.G.L. c. 152, §25A and therefore are not required to carry a workers’ compensation policy covering the undersigned corporate officer(s) or director(s). I/We the undersigned do also waive any and all rights to make claims for benefits as defined in M.G.L. c. 152 for any injuries that may be sustained while in the employ of the above-named corporation. Further, I/we the undersigned do understand that, should the above-named corporation hire or have in its employ any employee(s) in addition to the undersigned corporate officer(s) or director(s), said corporation is required to obtain workers’ compensation coverage for the employee(s) as prescribed by M.G.L. c. 152, §25A.

I/We the undersigned have read and understand the statements and obligations as delineated above, and

Signed under the pains and penalties of perjury:

Signature Print Name & Title Date (mm/dd/yyyy)

I wish to exercise my right of exemption or I wish NOT to exercise my right of exemption

Signature Print Name & Title Date (mm/dd/yyyy)

I wish to exercise my right of exemption or I wish NOT to exercise my right of exemption

Signature Print Name & Title Date (mm/dd/yyyy)

I wish to exercise my right of exemption or I wish NOT to exercise my right of exemption

Signature Print Name & Title Date (mm/dd/yyyy)

Note: ALL CORPORATE OFFICERS MUST SIGN. THERE CAN BE NO MORE THAN 4 SIGNATURES.

ATTACHMENT D

**BASE RATES FOR GROUND TRANSPORTATION SERVICE
PROVIDERS AT BOSTON-LOGAN INTERNATIONAL AIRPORT**

Each Operator shall pay Trip Fees, billed at the greater of (a) the applicable Base Rate multiplied by 10 Trips per calendar month (“Minimum”), or (b) the applicable Base Rate multiplied by the number of Trips operated in each month (“Actual Trips”) as follows:

VEHICLE CLASS	BASE RATE and DATE EFFECTIVE
Taxis (Boston & Suburban)	\$2.25 July 1, 2007
Up to 15 passenger limousines & up to 15 passenger vans	\$3.25 July 1, 2007
Courtesy buses & Pick-up/Delivery vehicles	\$3.75 July 1, 2007
16 passenger or more Motor Buses & 16 passenger or more vans	\$8.00 July 1, 2007

Notwithstanding the foregoing Base Rates, the Base Rate applicable to a Commercial Ground Transportation Service Vehicle that is also an approved Alternative Fuel Vehicle shall be reduced by 50% from the foregoing schedule; provided that, until Massport implements an Automatic Vehicle Identification (AVI) system, Boston Taxicabs and Suburban Taxicabs that are also Alternative Fuel Vehicles shall pay the full Base Rate and receive a 50% rebate based on the actual number of Trips per month.