LICENSE TO OPERATE
(Limousine Operators-Airport)

FOR AND IN CONSIDERATION of the mutual covenants herein contained, the PORT OF BELLINGHAM, hereinafter called LICENSOR, and _____ , a Washington _____, hereinafter called LICENSEE, whose mailing address is _____ does hereby agree as follows:

1. **TYPE OF BUSINESS:** LICENSEE shall have the right to operate a ground transportation service at the **BELLINGHAM INTERNATIONAL AIRPORT.**

2. **TERM OF LICENSE:** This license to operate shall continue in effect on a year to year basis beginning _____ **1, 20__**. This license shall be automatically renewed for subsequent one-year periods provided, however, that LICENSEE has complied with all of the terms herein, and unless either party gives the other written notice at least thirty (30) days prior to the end of any term that such renewal is not desired.

3. **LICENSEE'S FEES TO LICENSOR:** LICENSEE shall pay to LICENSOR in accordance with the Airport tariff schedule the sum of **ONE HUNDRED NO/100 DOLLARS ($100.00) annually** plus applicable State leasehold tax, payable in advance on or before the 1st day of each month beginning _____ **1, 20__**, which charge shall be for the right to conduct business at the **BELLINGHAM INTERNATIONAL AIRPORT.** In addition, LICENSEE shall pay as a concession fee, three percent (3%) of all monthly fees which exceed $750.00 collected for transportation of passengers from the **BELLINGHAM INTERNATIONAL AIRPORT** to points of destination off the airport. A late charge of 1% per month will be assessed against past due amounts. The Airport tariff schedule may from time to time, without prior written notification to the LICENSEE, be amended to increase fees or add new fees. Without limiting the foregoing, LICENSOR will provide LICENSEE reasonable notification in the event that the Airport tariff is amended to increase fees or add new fees. The LICENSEE shall be bound to pay pursuant to the current Airport tariff schedule.

4. **REPORTS, TIME, AND PLACE OF PAYMENT:** LICENSEE shall on or before the tenth (10th) day of each and every month during the term hereof, or any extensions hereof, submit to LICENSOR a detailed statement showing activity and accounting of fees collected from the preceding calendar month. These reports shall show such reasonable detail and breakdowns as may be required by LICENSOR and shall be forwarded along with LICENSEE'S check in an

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amount by which three percent (3%) of such fees exceeds $750.00 as payment to:

> PORT OF BELLINGHAM
> Accounting Department
> PO Box 1677
> Bellingham, Washington 98227-1677

5. **RECORDS AND REPORTS OF LICENSEE:** LICENSEE shall at all times during the terms of this license keep complete and accurate books of accounts and other records pertaining to all the LICENSEE'S business at the **BELLINGHAM INTERNATIONAL AIRPORT.**

6. **AUDIT:** LICENSOR reserves the right, at LICENSOR'S expense to audit LICENSEE'S books and records of receipts at any time for the purpose of verifying the fees collected hereunder. If, as a result of such audit, it is established that LICENSEE has understated the fees collected by three percent (3%) or more, the entire expense of said audit shall be borne by LICENSEE. Any additional percentage fee due shall forthwith be paid by LICENSEE to LICENSOR.

7. **INSURANCE:** LICENSEE covenants and agrees that it will, at all times during the existence of this License, carry Business Automobile Liability limits of not less than $100,000 per person / $300,000 per accident for bodily injury and $50,000 for property damage. LICENSEE covenants and agrees that it will, at all times during the existence of this License, carry Commercial General Liability limits of $1,000,000 per occurrence / $1,000,000 aggregate. LICENSEE shall provide evidence of such coverage and shall name the LICENSOR as an Additional Insured on all policies. LICENSEE'S insurance shall be primary to any insurance carried by LICENSOR. The LICENSEE believes and states that the insurance obligation herein does not exceed that which the LICENSEE would otherwise normally place upon itself and obtain to operate its business in a prudent manner.

8. **RELEASE AND HOLD HARMLESS:** The LICENSEE covenants and agrees to release, protect, save, and keep LICENSOR forever harmless and indemnified from any and all damages, claims or causes of action arising as a result of accidents, injuries or other occurrences occasioned by the negligence of LICENSEE or any person or entity on the LICENSOR'S property as a result of the LICENSEE'S activities, regardless of who the injured party may be except for those damages caused in whole or in part by the negligence of LICENSOR in which case LICENSOR shall be responsible in proportion to its percentage of fault.

9. **PROHIBITIONS:** LICENSEE understands and agrees that the only type of business or activity to be conducted on the above described premises by LICENSEE is that of **OPERATING A GROUND TRANSPORTATION SERVICE.** Failure of LICENSEE to perform this type of business, or cessation of such business, or carrying on other activities without first obtaining written approval or modification of License by LICENSOR shall constitute cause for default under the terms of this License.

LICENSEE further agrees to properly and fairly serve the public, providing reasonable hours of operation, suitable services, rates and charges in keeping with recognized standards of the trade. LICENSEE shall conduct its business in accordance with the current Rules and Regulations and Ground Transportation Service Operator Requirements, which are incorporated herein by this reference, as published for the Bellingham International Airport and shall utilize the loading and unloading areas and procedures as specified by the Director of Aviation. Without limiting the foregoing, LICENSOR will provide LICENSEE reasonable notification in the event that the Rules and Regulations or Ground Transportation Service Operator Requirements are changed. Failure of LICENSEE to so serve the public shall be considered a breach of this clause and thereby constitute a cause of default.

LICENSEE shall not assign this License to Operate, without the prior written consent of LICENSOR, and no rights hereunder in or to the right to operate a ground transportation service at the Bellingham International Airport shall pass by operation of law or other judicial process or through insolvency proceedings. Otherwise, the rights and obligations hereof shall extend to and be binding upon their respective successors, representatives and assigns, as the case may be. LICENSEE will furnish LICENSOR with copies of all assignment documents. For the purposes of this License to Operate, any change of LICENSEE'S ownership including sale, liquidation or other disposition of corporate stock or limited liability company units will be considered an assignment. If LICENSOR refuses to consent to an assignment, LICENSEE'S sole remedy shall be the right to bring a declaratory action to determine whether LICENSEE was entitled to refuse such assignment under the terms of this License to Operate.

LICENSEE shall conform to and abide by all lawful rules, codes, laws and regulations in connection with the use of said premises and the operation of LICENSEE'S business thereon and not permit said premises to be used in violation of any lawful rule, code, law, regulation or other authority.

10. **TERMINATION OF LICENSE:** In the event LICENSEE violates any of the terms or conditions of this License, the Rules and Regulations, or the Ground Transportation Service Operator Requirements, LICENSOR may, in its sole discretion, terminate this License prior to the end of any term by providing written

notice of such termination to the LICENSEE. The written notice of termination shall include the date upon which the License will be terminated which will be the date the LICENSEE will no longer have the right to operate ground transportation service at the BELLINGHAM INTERNATIONAL AIRPORT.

11. **EQUAL OPPORTUNITY:** LICENSEE agrees that, in the conduct of activities on the property, it will be an equal opportunity employer in accordance with Title VI of the 1964 Civil Rights Act and will comply with all requirements of the Americans With Disabilities Act of 1990.

12. **SURVIVAL:** All obligations of the LICENSEE as provided for in this agreement shall not cease upon the termination of this agreement and shall continue as obligations until fully performed. All clauses of this agreement which require performance beyond the termination date shall survive the termination date of this agreement.

13. **DISPUTE RESOLUTION:** Jurisdiction for resolution of any dispute arising under this License agreement shall lie in the Whatcom County District or Superior Court for the State of Washington. The prevailing party shall be entitled to reasonable attorney fees and costs to enforce any of the terms, conditions, provisions or restrictions of this License agreement.

14. **TIME IS OF THE ESSENCE:** All payments heretofore called for to be made by LICENSEE shall be promptly made and if said payments are not made when due, or if LICENSEE breaches any other term of the License, LICENSOR may terminate this License without further process of law.

15. **FACSIMILE OR ELECTRONIC PDF FILE TRANSMISSION:** This License to Operate and all subsequent notices or modifications may be executed by the parties and transmitted by facsimile or electronic transmission of a PDF file and, if so executed and transmitted this and all subsequent notices or modifications will be for all purposes as effective as if the parties had delivered an executed original.

DATED this _____ day _____, 20__.

_____   **PORT OF BELLINGHAM**

_____   _____
                                          Executive Director

             LICENSEE   LICENSOR

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BELLINGHAM INTERNATIONAL AIRPORT - LICENSE TO OPERATE

GROUND TRANSPORTATION MONTHLY ACTIVITY REPORT

TO: PORT OF BELLINGHAM
Accounting Department
P. O. BOX 1677
Bellingham, Washington 98227-1677

FROM:

REPORTING PERIOD:

_____ # PERSONS TRANSPORTED **FROM** THE "AIRPORT"

_____ # OF PERSONS TRANSPORTED **TO** THE "AIRPORT"

_____ # OF TRANSACTIONS

TOTAL FEES COLLECTED FOR TRANSPORTATION OF PASSENGERS FROM THE BELLINGHAM INTERNATIONAL AIRPORT TO POINTS OF DESTINATION OFF THE BELLINGHAM INTERNATIONAL AIRPORT.

_____ **TOTAL**

- ($750.00)

_____ **x 3%**

_____ **TOTAL AMOUNT ENCLOSED (3% CONCESSION FEE)**

SIGNATURE_____ DATE _____