

**JACKSON MUNICIPAL AIRPORT AUTHORITY
GROUND TRANSPORTATION RULES AND REGULATIONS
FOR JACKSON-EVERS INTERNATIONAL AIRPORT
ADOPTED: _____**

These Ground Transportation Rules and Regulations ("Rules") for Jackson-Evers International Airport ("JEIA") are effective from and after _____, 2006 and replace in their entirety the Ground Transportation Rules and Regulations effective October 1, 2002.

SECTION 1. Definitions. When used in these Rules, the following terms shall have the respective meanings given in this Section:

- (a) Annual Permit Fee shall mean the non-refundable fee payable by a Permittee in exchange for the privilege of providing Ground Transportation Services. The Permit Fee is due on or before September 15 of each year.
- (b) Applicant shall mean any Person submitting an Application for a Permit to Provide Ground Transportation Services.
- (c) Application for a Permit to Provide Ground Transportation Service shall mean an application in the form prescribed by JMAA from time-to-time to provide Ground Transportation Services at JEIA.
- (d) Board shall mean the Board of Commissioners for JMAA.
- (e) Bus shall mean a vehicle having a passenger capacity of more than fifteen (15) passengers.
- (f) Call Service shall mean Ground Transportation Services provided by a Person summoned to JEIA by the passenger or at the passenger's request, but not including Chartered Ground Transportation.
- (g) Chartered Ground Transportation shall mean Ground Transportation of persons for hire with an Operator furnished by the provider of such services where the user(s) have made advance reservations for a particular vehicle, person or group at a particular time or in advance of flight time.
- (h) Chief Executive Officer shall mean the Chief Executive Officer for JMAA as appointed by the Board from time-to-time and, in his or her absence, any person appointed by the Chief Executive Officer or the Board to assume the Chief Executive Officer's duties and responsibilities.
- (i) City shall mean the City of Jackson, Mississippi.
- (j) Code shall mean the Mississippi Code of 1972, as the same may be amended or supplemented from time-to-time, and any replacement or recodification thereof.
- (k) Courtesy Vehicle shall mean a vehicle operated for the convenience of, and at no charge, cost or expense to, the patrons of the provider or sponsor, the cost and expense of which is borne entirely by the provider or sponsor of the service.

- (l) Delivery Service shall mean service provided for the delivery of baggage, luggage, freight or cargo to or from the Terminal Building.
- (m) Demand Service shall mean transportation of persons for hire with a driver using Taxis, Limousines or Vans meeting the general public at flight time at the designated location, having no specific passenger manifest and otherwise not qualifying as Call Service or Chartered Ground Transportation.
- (n) Ground Transportation shall mean the carriage of persons or property across roadways to, from or about JEIA. Ground Transportation shall specifically include services provided by Taxis, Buses, Limousines and Vans, Courtesy Vehicles, Off-Airport Rent-a-Car Operators, On-Airport Rent-a-Car Operators, Public Transportation and Chartered Ground Transportation.
- (o) Ground Transportation Coordinator shall mean the JMAA employee designated from time-to-time by the Chief Executive Officer to act as coordinator of Ground Transportation at JEIA.
- (p) Ground Transportation Services shall mean the providing of Ground Transportation to or from JEIA.
- (q) Identification Badge shall mean the identification badge issued by JMAA upon due application therefore to persons employed or doing business at JEIA.
- (r) JEIA shall mean the Jackson-Evers International Airport located in the City of Jackson, Rankin County, Mississippi, and all facilities ancillary thereto.
- (s) JMAA shall mean the Jackson Municipal Airport Authority, a municipal airport authority organized and existing under the Mississippi Airport Authorities Law, Section 61-3-1 et seq. of the Code.
- (t) JMAA Official shall mean the Chief Executive Officer or his designee, the Ground Transportation Coordinator or any member of the JMAA Department of Public Safety or JMAA Department of Operations and Security.
- (u) Limousine or Van shall mean a motor vehicle, not equipped or required to be equipped with a taximeter under any applicable law, and with a capacity of not more than fifteen (15) passengers, for hire on demand.
- (v) Notice of Violation means a written notice of violation of these Rules issued by JMAA or the Ground Transportation Complaint and Review Board.
- (w) Off-Airport Rent-a-Car Operator shall mean any Rent-a-Car Operator not granted or not currently in compliance with a concession to provide on-airport rent-a-car services at JEIA.
- (x) On-Airport Rent-a-Car Operator shall mean any Rent-a-Car Operator having been granted and being in compliance with a concession to provide on-airport rent-a-car services at JEIA.

- (y) Operator shall mean the operator of any motor vehicle of any type providing Ground Transportation Services.
- (z) Permit shall mean a Permit issued by JMAA allowing the Person named therein to provide Ground Transportation Services at JEIA.
- (aa) Permittee shall mean any Person holding a valid Permit and shall include all officers, employees, agents, contractors and representatives of any such Permittee.
- (bb) Person shall mean a natural person, or any corporation, partnership, limited liability company, limited partnership, limited liability partnership or other association.
- (cc) Police shall mean any duly appointed law enforcement officer(s) having jurisdiction at JEIA including, without limitation, the Police Department of the City and the JMAA Department of Public Safety.
- (dd) Private Vehicle shall mean any vehicle operated for transportation of persons or property without expectation of monetary or commercial gain, direct or indirect, but not including any Courtesy Vehicle.
- (ee) Public Service Commission shall mean the Mississippi Public Service Commission and any successor.
- (ff) Public Transportation shall mean Ground Transportation Services provided by or on behalf of the City, or any other municipality, county or public body to the general public.
- (gg) Rent-a-Car Operator shall mean any Person providing motor vehicle rental or leasing services to the general public.
- (hh) Rules shall mean these Ground Transportation Rules and Regulations for JEIA, and any amendments, modifications and supplements hereto.
- (ii) Special Vehicle License shall mean a Vehicle License issued only to providers of Chartered Ground Transportation Services at JEIA and providing for a limited number of trips. A Special Vehicle License may be transferred among the Permittee's own vehicles, but may not be transferred to or used by another Permittee.
- (jj) Taxi shall mean a vehicle designed and/or constructed to accommodate and transport passengers and fitted with a taximeter to determine and/or indicate the passenger fare, or any vehicle otherwise designated as a "taxicab" under the Motor Vehicle for Hire Ordinance of the City regardless whether permitted or licensed thereunder.
- (kk) Taxi Queuing Area shall mean the area adjacent to the Terminal Building designated from time to time by JMAA as the area for Taxis to wait to load passengers.

- (ll) Terminal Building shall mean the Main Terminal Building at JEIA located at 100 International Drive, Jackson, Mississippi 39208.
- (mm) Vehicle Holding Area shall mean the area designated from time to time by JMAA as the area for vehicles to wait to enter a designated standing or loading area or the Taxi Queuing Area.
- (nn) Vehicle License shall mean the sticker, decal, placard or hanger in such form as the Chief Executive Officer may determine, issued to a Permittee for each vehicle operated at JEIA.
- (oo) Vehicle License Application shall mean an application in the form prescribed by JMAA from time-to-time for a Vehicle License.
- (pp) Vehicle License Fee shall mean the fee for a Vehicle License for one (1) vehicle.

SECTION 2. Application and Purpose. These Rules apply to all Ground Transportation Services and all providers of Ground Transportation at JEIA. The purpose of these Rules is to ensure that fair and equitable standards are maintained for all users, that a high quality of service is available to the public, and that JMAA is adequately compensated by providers of Ground Transportation for the benefits derived from the use of JEIA.

SECTION 3. Powers and Duties of Chief Executive Officer. The Chief Executive Officer shall be responsible, among other things, for enforcing these Rules as the same may be amended or supplemented from time-to-time; and carrying out such additional duties as may from time-to-time be authorized or directed by the Board. Subject only to applicable law, the Chief Executive Officer has all authority to plan, place and install traffic control devices at JEIA.

SECTION 4. Illegal to Abandon Vehicles. No Person shall operate, park or stand any vehicle at JEIA for the purpose of transporting, loading or unloading passengers, baggage, luggage, freight or cargo or for any other purpose except as provided in these Rules.

SECTION 5. Permit Required: Exceptions. No Person shall engage in providing Ground Transportation Services without first submitting an Application to Provide Ground Transportation Services (with all required attachments and required information), securing a Permit, paying the appropriate Annual Permit Fee to JMAA and securing a Vehicle License for each vehicle operated at JEIA. The current Annual Permit Fee and Vehicle License Fee are as set forth in Appendix 1 hereto and may be changed by JMAA from time-to-time and at any time. No Permit and no Vehicle License shall be required solely for the delivery of passengers or patrons to JEIA, or for Private Vehicles. The Permit is in addition to any license, certificate or permit required by the City under the City's Vehicle for Hire Ordinance or by the Public Service Commission.

No Person having an agreement with JMAA for the lease of space at JEIA, whether in the Terminal or otherwise, including, but not necessarily limited to, On-Airport Rent-a-Car Operators, shall be required to have a Permit hereunder or to pay the Annual Permit Fee or a Vehicle License Fee. Provided, however, all Persons shall comply with all other provisions of these Rules. Advertising at JEIA through JMAA's advertising concessionaire or being listed on a "call-board" at JEIA shall not constitute a lease of space at JEIA.

SECTION 6. Permit Conditioned Upon Compliance with Law. The issuance and continued validity of any Permit or Vehicle License shall be conditioned upon the Applicant's agreement and undertaking to abide by these Rules, any other rules, regulations or minimum standards adopted by JMAA or any successor in interest to JMAA from time-to-time, all federal, state and local laws, ordinances, rules and regulations including, without limitation, the City's Vehicle for Hire Ordinance, and the rules and regulations of the Public Service Commission. At the request of the Chief Executive Officer or any other JMAA Official, each Permittee shall provide proof of all business permits and licenses required by the United States of America, the State (including, without limitation, the Public Service Commission), the City, the County of Hinds, the County of Rankin and any other body having jurisdiction over JEIA, JMAA or the Applicant.

SECTION 7. Damage to JMAA Property. Any Person including, without limitation, any Permittee causing or being liable for any damage or destruction to JMAA property or to JEIA shall be required to pay JMAA on demand the cost of any repairs or the value of any destroyed JMAA property.

SECTION 8. No Solicitation. No Permittee, Person required to have a Permit or any Operator shall solicit any business or fares at JEIA in connection with its Ground Transportation Services, except for approved advertising through JMAA's advertising concessionaire. Prohibited solicitation includes but is not limited to the placement of fliers, business cards or other materials in the public areas of JEIA as well as the oral solicitation of passengers. Demand Services to passengers shall be provided on a first-come, first-served basis. Calling out to passengers, or interfering with their progress toward the first available vehicle, will be considered solicitation and a violation of these Rules.

SECTION 9. Loitering. No Permittee or Person required to have a Permit nor any Operator shall loiter on any part of JEIA or in any building at JEIA. All Operators are to be stationed at or near their vehicles at all times while at JEIA. An Operator shall not be considered to be loitering if the Operator is waiting in or within an approved loading or standing area in accordance with Section 15 of these Rules, if the Operator is within any space leased or assigned to the Permittee or Operator, or if the Operator is in the Terminal in compliance with Section 19 hereof.

SECTION 10. Inspection of Equipment. Each Permittee and Operator shall make each of its vehicles and all other equipment used in conjunction with Ground Transportation Services available for inspection by JMAA for compliance with these Rules and any minimum standards that may be adopted from time-to-time by JMAA. Each vehicle is to be kept in a neat and orderly fashion. The passenger compartment and luggage area/trunk space are to be free of debris and clean. In addition, each vehicle will be subject to the Vehicle Monitoring Program attached hereto as Appendix 2, as the same may be amended or modified by JMAA from time-to-time.

SECTION 11. Application for Permit. No Permit shall be issued to any Applicant without the Applicant first having submitted an Application for a Permit to Provide Ground Transportation Services. At a minimum, each Application shall include the following information:

- (a) The name, address and social security number or employee identification number, as applicable, of each Person having a direct or indirect ownership interest in the Applicant; provided, however, for any Applicant publicly traded on

any nationally recognized securities exchange, the Applicant shall not be required to provide any ownership information;

- (b) Proof of insurance in the amounts and coverages (including all endorsements) required under these Rules;
- (c) A written agreement covenanting to comply with these Rules and all applicable federal, state and local laws, rules, regulations, ordinances and minimum standards; and
- (d) A written agreement to indemnify, defend and hold harmless JMAA from any and all costs, claims, expenses and liabilities whatsoever arising out of Applicant's operations.
- (e) A certified copy of any Certificate of Public Convenience and Necessity or other certificate, license or permit issued by the Commission, the City or other governmental agency having jurisdiction over the Applicant granting the Applicant the authority to provide such services or evidence, acceptable to JMAA, that no such certificate, license or permit is required. Such evidence may include but is not necessarily limited to a certificate or letter of exemption from the applicable permitting authority.

In addition to the Application for a Permit to Provide Ground Transportation Services, the Applicant shall submit a Vehicle License Application for each vehicle operated at JEIA.

Each Permit expires on September 30, regardless of the date issued. Provided the Permittee is then in compliance with all provisions of these Rules and its Permit, each Permit shall be automatically renewed for a one-year period commencing the following October 1 upon receipt, on or before September 15, of the Permittee's Annual Permit Fee. Any Permittee failing to pay the Annual Permit Fee within the time provided shall be subject to, in addition to any other provisions of these Rules or its Permit, a late processing fee of \$15.00.

SECTION 12. Identification Badge Required. No Permittee shall provide any Ground Transportation Services at JEIA without first having acquired an Identification Badge from JMAA for each employee, agent or representative providing any Ground Transportation Services at JEIA. It shall be the responsibility of each Permittee to acquire an Identification Badge for each employee, agent or representative in accordance with JMAA's current policies and payment of JMAA's current Identification Badge fee. Identification badges are to be displayed at all times while providing Ground Transportation Services at JEIA. Failure to renew an Identification Badge prior to expiration will be considered a violation of these Rules.

SECTION 13. Operator's License Required. No Operator or other employee, agent or representative of any Permittee or any Person required to have a Permit shall operate any motor vehicle on or at JEIA without having the appropriate Mississippi State Motor Vehicle Operator's License or other appropriate license or operator's permit. Each Operator shall display his or her Mississippi State Motor Vehicle Operator's License or other appropriate license or operator's permit to any JMAA Official upon request. Violation of this provision shall, in addition to any other penalties provided by applicable law, rule or regulation, be grounds for

immediate suspension or revocation of a Permittee's Permit or Vehicle License(s). Violation of this provision by any Person required to have a Permit and not having been issued a Permit shall be grounds for rejection of an Application to Provide Ground Transportation Services in the future.

SECTION 14. Loading or Standing Areas. Operators shall only use the loading or standing areas designated by JMAA for such purpose. Upon entry to JEIA without passengers or after discharging passengers at JEIA, each Operator shall proceed at once by the most direct route to the proper loading or standing area or immediately leave JEIA. In no event will any Permittee, Operator or any Person required to have a Permit or a Vehicle License under these Rules or any other Person be allowed to leave his or her vehicle unattended, or to park or stand on the Upper Terminal Drive, or to park or stand in any manner that prevents the free flow of traffic about JEIA or to park or stand in any manner which prevents access to approved parking, loading, unloading or standing areas. No Permittee may have more than three (3) vehicles (except Taxis in the Taxi Queuing Area) in any loading or standing area. Any additional vehicles over three (3) must proceed to the Vehicle Holding Area. No vehicle may stay in any loading or standing area (except a Taxi in the Taxi Queuing Area) for longer than ninety (90) minutes during any three (3) hour period. Loading and standing areas shall be designated from time-to-time by the Chief Executive Officer.

SECTION 15. Taxi Queue. Notwithstanding any provision of these Rules to the contrary, no Taxis shall stand or park (except Taxis delivering passengers to the Terminal or providing Call Services) except in the Taxi Queuing Area designated from time-to-time by the Chief Executive Officer. Taxis shall proceed in an orderly manner through the Taxi Queuing Area with the Taxi then in first position providing service to the next passenger. If the Taxi in first position is not suitable to provide service to the next passenger or party due to any reason (for example, the size of the party or a request to utilize a credit card when that service is not offered by the Taxi in first position), the next Taxi in line suitable to meet these needs may provide the requested Ground Transportation Services. In the event the Taxi Queuing Area is full, arriving Taxis shall proceed to the Vehicle Holding Area until a space opens in the Taxi Queuing Area. Taxis shall move from the Vehicle Holding Area to the Taxi Queuing Area in the order of arrival in the Vehicle Holding Area. Passengers may not be dropped-off in the Taxi Queuing Area; passengers must be dropped-off on Upper Terminal Drive or using the inside lanes of Lower Terminal Drive. An Operator dropping-off passengers may only proceed to the Taxi Queuing Area after discharging all passengers.

SECTION 16. Special Requirements for Chartered Ground Transportation. All Chartered Ground Transportation requires a manifest by passenger or group name, and only those passengers or members of those groups shown on the manifest may be boarded. Call Services provided by licensed Taxis require a written notice of pickup. The notice must include, at a minimum, the name of the party or the company/entity contracting for the service, and the predetermined arrival time of the party or the company/entity contracting for service. In addition, the Operator must display a "Call Services Identification Hang-Tag" in the form provided by JMAA in accordance with Section 17. This written notice applies to single person parties as well as groups such as flight crews. Loading for Chartered Ground Transportation is restricted to areas marked for Chartered Ground Transportation and Call Services. All such services will be provided in the outer lane of the lower driveway unless otherwise authorized by the Ground Transportation Coordinator.

SECTION 17. Display of Call Service Identification Hang-Tag; Call Service Sign-In. Any Operator providing Call Services must place a Call Service Hang-Tag on the rearview mirror of his or her vehicle or otherwise visibly display the Call Service Hang-Tag on the front dash board of his or her vehicle while providing Call Services. The Call Service Identification Hang-Tag shall be in the form of Attachment 2 to these Rules or in such other form as JMAA may specify from time to time. Upon arrival at JEIA, any Operator providing Call Services shall place his or her name, vehicle number, arrival time and the name of the passenger requesting the Call Service on the Call Service Board provided by JMAA. Only passengers identified on the Call Service Board may be served by the Operator. Upon loading of the named passenger(s), the Operator shall remove his or her name from the Call Board.

SECTION 18. Display of Vehicle License. A Permittee or Operator, excluding Chartered Ground Transportation providers (who are covered below), shall at all times display a valid Vehicle License in each vehicle operating at JEIA in the form prescribed from time-to-time by JMAA. The initial form of Vehicle License is attached to these Rules as Attachment 1. A Vehicle License must be secured for each vehicle operated by a Permittee, or an Operator on the Permittee's behalf, from the Ground Transportation Coordinator upon payment of the fee set forth in Appendix 1. Vehicle licenses may be secured on a monthly, quarterly or annual basis. Monthly Vehicle Licenses shall be valid for one calendar month, expiring on the last day of the month of purchase. A Permittee must renew a monthly Vehicle License on or before the fifth business day of the following month. Quarterly Vehicle Licenses shall be valid for 3 calendar months, expiring on the last day of the 3rd month. A Permittee must renew a quarterly Vehicle License on or before the fifth business day of the month following expiration. All Annual Vehicle Licenses expire on September 30th regardless of the date of purchase and must be renewed on or before the fifth business day of October. Any Vehicle License not renewed within the time allowed will be subject to a late processing fee of \$15.00. Vehicle Licenses may be secured from JMAA's Office Assistant, at the main reception desk on the third floor of the main terminal, Jackson-Evers International Airport. This service will be provided between the hours of 8:30 a.m. and 1:00 p.m. and between the hours of 2:00 p.m. and 4:30 p.m. Monday through Friday, excepting holidays. Vehicle Licenses and receipts for purchases will be issued at the time of the transaction. Vehicle License Fees are non-refundable. Except as provided below for Chartered Ground Transportation providers, Vehicle Licenses shall not be transferable between vehicles operated by a Permittee.

Providers of Chartered Ground Transportation may secure a Special Vehicle License which may be transferred among the Permittee's own vehicles (including any leased or hired vehicles), but may not be transferred to or used by any other Permittee. The Special Vehicle License for Chartered Ground Transportation does not have to be displayed while providing Ground Transportation Services at JEIA; however, the provider must notify JMAA's Ground Transportation Coordinator (in advance) of each trip made by a vehicle under the Special Vehicle License, including providing identifying information for the vehicle.

It is the Permittee/Operator's obligation to secure a new Vehicle License for each vehicle each month, quarter or year, as applicable. No Person will be allowed to operate any vehicle for the purpose of providing Ground Transportation at JEIA without a current Vehicle License. No Vehicle License shall be issued to any person except a Permittee or its employee, agent or representative, operating under the provisions of a valid Permit. No Vehicle License will be issued for a period extending beyond the current term of a Permittee's Permit.

SECTION 19. Utilization of Terminal Facilities. Any Permittee providing On-Demand Service, Call Service or Chartered Ground Transportation may utilize the facilities in the Terminal only under the following conditions:

- (a) To aid a passenger who has specifically requested such aid with his or her luggage; or
- (b) To answer a direct request for Ground Transportation Services from authorized airline personnel.

No Permittee or Operator while working at JEIA may:

- (a) Enter or utilize the lounge located on the second floor of the Terminal.
- (b) Loiter on any part of JEIA or in any building at JEIA. Ground Transportation personnel may only utilize the break-room directly adjacent to the baggage claim area located on the first floor of the Terminal building.
- (c) Consume or possess any alcoholic beverages or controlled substances or be under the influence of alcohol or controlled substances while at JEIA.
- (d) Disrupt employees, contractors or workmen.
- (e) Use private business/tenant telephones.

SECTION 20. Utilization of Terminal for Charter or Pre-Arranged Services. Permittees and Operators may be in the baggage claim and ticketing areas of JEIA (but not boarding areas) during unloading of flights for the sole purpose of meeting Charter or Call Services. Any such Permittee or Operator must display a plain white placard measuring not more than ten (10) inches by thirty (30) inches showing the name of the passenger or passengers or company contracting for services. The placard shall not display the name of the Permittee or Operator or of any destination or provider of the service.

SECTION 21. Courtesy and Public Behavior.

- (a) Each Permittee shall ensure that its Operators and other employees, agents and representatives at all times treat members of the public with the utmost courtesy and respect. Specific behavior that will not be tolerated includes but is not limited to: horseplay, catcalls, lewd remarks, profanity or obscene or vulgar language, loud music, fighting/violent behavior, drawing or threatening use of a weapon. Televisions may be viewed while vehicles are parked as long as the volume is kept low as to not disturb other Operators, employees or patrons.
- (b) Operators must wear proper attire while providing Ground Transportation Services in accordance with the following:
 - (1) Male drivers shall wear long pants, shirts with collars and sleeves, and shoes. Shoes shall be clean, closed-in and worn with socks. Hair, beards and/or moustaches shall be neat, trimmed and present a groomed appearance. Chauffeur's style caps may be worn.

- (2) Female drivers shall wear long pants or skirts, shirts with collars and sleeves, and shoes. Shoes shall be clean, closed-in and worn with socks or stockings. Hair shall be neat, trimmed, and present a groomed appearance. Chauffeur's style caps may be worn.
- (3) During seasonal periods, drivers may wear knee-length walking style shorts with a short sleeve or a polo shirt, white socks and a leather top shoe with a rubber sole with the approval of the company. Low cut, sleeveless shirts and tank tops shall not be worn. Cut-off jeans shall not be worn. Sheer, transparent or fish net materials shall not be used for any apparel.

SECTION 22. Vehicle Signs. All signs approved for vehicle operations in the City or by the Public Service Commission, as applicable, are approved for operation at JEIA.

SECTION 23. Published Passenger Rates.

- (a) All Operators providing Demand Services shall provide JMAA a copy of its current passenger rates. Subject to the requirements of the Motor Vehicle for Hire Ordinance or other applicable law, the Operator may change such rates periodically by delivery of the revised rates to JMAA.
- (b) No Operator shall charge any rates greater than its published rates.
- (c) Rates for Applicants must be submitted with the Application.

SECTION 24. Required Insurance. Each Permittee shall provide, at a minimum, the following required insurance:

- (a) Automobile liability, including hired and non-owned vehicles, with a combined single limit of \$200,000.
- (b) General liability insurance having a per occurrence limit of not less than \$500,000.
- (c) Worker's compensation insurance in such amounts as may be required under the laws of the State.

JMAA shall be named as an additional insured on each liability policy of insurance provided hereunder. Each Applicant shall deliver an original certificate of insurance to JMAA with its Application. The termination, modification or non-renewal of each policy of insurance required hereunder shall be conditioned upon not less than thirty (30) days prior written notice to JMAA. JMAA reserves the right to increase the amounts of insurance required of Permittees from time-to-time and at any time; provided, no increase in required insurance shall be effective less than sixty (60) days from the date of notice of such increase. Nothing in this Section excuses or releases any Permittee from complying with any requirement of the City or the Public Service Commission.

SECTION 25. Starter; Charges. JMAA reserves the right from time-to-time and at any time to hire a starter or dispatcher to assist in the orderly handling of Ground Transportation Services and the preservation of order at JEIA by regulating the loading and unloading of passengers at the Terminal Building.

SECTION 26. Off-Airport Rent-A-Car Companies

- (a) Off-Airport Rent-a-Car Companies shall pay JMAA a fee of ten percent (10%) of gross revenues from all rentals generated at or from JEIA.
- (b) Off-Airport Rent-a-Car Companies shall limit their activities to the dropping off or picking up of customers at JEIA. No rental transactions shall be completed at JEIA.
- (c) No Off-Airport Rent-a-Car Company that executes JMAA's standard form Off-Airport Rent-a-Car Operating Agreement shall be required to secure a Permit or a Vehicle License for its vehicles.

SECTION 27. Delivery Vehicle Monitoring Program. All Operators and vehicles providing Delivery Services at JEIA will be subject to JMAA's Delivery Vehicle Monitoring Program, a copy of which is attached to these Rules as Appendix 2. No vehicle providing Delivery Services may be left unattended except in strict compliance with the Delivery Vehicle Monitoring Program.

SECTION 28. Transportation Complaint and Review Board. All disputes between Ground Transportation providers and all complaints against providers of Ground Transportation shall be submitted in writing to the Ground Transportation Coordinator for consideration by the Ground Transportation Complaint and Review Board. The Ground Transportation Complaint and Review Board shall consist of JMAA's Chief Operating Officer, the Ground Transportation Coordinator and one individual representative of all Permittees selected by the Chief Executive Officer. Determinations of the Transportation Complaint and Review Board will be provided to involved parties in writing. Should the Transportation Complaint and Review Board determine that a Notice of Violation be issued for violation of these Rules, the recipient of the Notice of Violation will have ten (10) business days from date of receipt to provide any response to the Ground Transportation Complaint and Review Board in writing. Any requests for a hearing related to a Notice of Violation must be included in this written response. All final determinations of the Ground Transportation Complaint and Review Board shall be appealable to the Chief Executive Officer within ten (10) calendar days of the written decision. Any decision of the Chief Executive Officer may be appealed to the JMAA Board. Proceedings before the Ground Transportation Complaint and Review Board, Chief Executive Officer or Board shall be informal, and the Mississippi Rules of Evidence shall not apply. The Ground Transportation Complaint and Review Board is not authorized to issue subpoenas or other orders to appear. Parties may, but need not be, represented by counsel before the Ground Transportation Complaint and Review Board, the Chief Executive Officer or the Board. The appeal from any decision of the Transportation Complaint and Review Board or the Chief Executive Officer shall be by written notice of appeal delivered to the Chief Executive Officer within ten (10) calendar days of receipt of the written decision.

SECTION 29. Nonexclusive Authority. These Rules shall be in addition to any other laws, rules, regulations or minimum standards applicable to each Person and shall be in addition to

any authority that JMAA may have under applicable federal, state or local laws, rules, regulations, ordinances, orders or decrees.

SECTION 30. Time for Compliance. Any Person currently providing Ground Transportation Services of any kind at JEIA and not exempt from the Permit requirements of these Rules shall submit an Application for a Permit to Provide Ground Transportation Services and secure a Vehicle License for each vehicle operated at JEIA not later than sixty (60) days following the effective date of these Rules.

SECTION 31. Violations of Rules.

- (a) JMAA shall have all powers and authorities under applicable law to restrain any Person from providing Ground Transportation Services in violation of these Rules, or other applicable laws, rules, regulations or ordinances.
- (b) Without limiting the foregoing, upon the occurrence of the third violation of these Rules within any calendar year, the Operator's Vehicle License shall be suspended for 180 calendar days.
- (c) Notwithstanding the foregoing, and without limiting other penalties that may be assessed under applicable laws, rules, regulations or ordinances, JMAA may, immediately and without prior notice to the Permittee or Operator, at its sole discretion, suspend or revoke any Permit or Vehicle License for violation of any of Section 13 (Operator's License Required) or Section 23 (Required Insurance). In these cases the Operator or Permittee, as applicable, will not be permitted to operate at JEIA until such time as the Operator or Permittee, as applicable, comes into compliance with these Rules.
- (d) JMAA will not make any refund of any Permit Fee or Vehicle License Fee following suspension or revocation of a Permit or Vehicle License.

SECTION 32. Repeat/Serious Violations. JMAA reserves the right to permanently revoke the privilege of providing Ground Transportation Services at JEIA for more than three (3) violations of these Rules or in the event of a violation which causes or threatens to cause damage to person(s) or property, JMAA may immediately and permanently revoke the Permittee's Permit or Vehicle License, as appropriate.

APPENDIX 1

FEES

Annual Permit Fee: \$100 per year (Permit granted to commercial owner(s))

Vehicle License Fee:

A. All ground transportation providers, except motorcoach/chartered operators:

\$ 40/month/vehicle, or
120/quarter/vehicle, or
480/year/per vehicle

B. Chartered/Motorcoach Operators:

\$ 100 (4 trips)

(Requires 24-Hour advance notice to Ground Transportation Coordinator at
601.939.5631 extension 252 or 220 and 601.664.3595 fax)

C. Vehicle Licenses not renewed within the time allowed by the Rules will be subject
to a late processing fee of \$15.00.

APPENDIX 2

DELIVERY VEHICLE MONITORING PROGRAM

- 1) In order to facilitate delivery of goods and to provide assistance to customer service providers at JEIA, JMAA will monitor all commercial vehicles making deliveries to JEIA. This program applies only to commercial services. Specifically, this program applies to taxi cabs, limousine and sedan services, shuttles, delivery vans, common carriers, baggage and package delivery services, goods delivery services, and chartered/motorcoach operators.
- 2) Security personnel will monitor any commercially licensed vehicle while "on delivery" at JMAA in accordance with the following:
 - a. Vehicles must be marked to reflect their commercial status (e.g., by decal, painted markings or clearly visible placard).
 - b. Operators making deliveries must provide a delivery manifest or a package with a JMAA delivery address.
 - c. Operators will be required to provide a valid operator's permit, driver's license and an employer issued ID when requesting monitoring service of an vehicle.
 - d. Each Operator must remain with his or her vehicle until an inspection has been completed to the satisfaction of JMAA. Inspection of the vehicle will consist of the following:
 - i. Inspection of the passenger compartments of the vehicle, vehicle trunk or the bed/cargo area of a truck.
 - ii. Boxes, carton, containers, racks or packages that have been commercially labeled and sealed will not be physically opened if the external appearance does not indicate any signs of tampering or alteration.
 - iii. Items that could contain large amounts of explosives, must be resolved prior to the operator leaving the vehicle. Items that could contain large amounts of explosives include: filled plastic garbage bags, large shipping containers, boxes or trash cans.
 - e. The vehicle must be locked by the Operator prior to entering the Terminal Building. Operators will be given 15 minutes to complete delivery unless they have pre-arranged an extended delivered period at the commencement of the delivery.
 - f. Vehicles left unattended beyond the prescribed delivery period are subject to towing at the Operator's expense.
 - g. Security personnel will record:
 - i. Company name.
 - ii. Operator's ID information (driver's license number and Employee ID Number if applicable).
 - iii. License tag information including State and number/letter sequence.
 - iv. Time of arrival and time of departure.
 - v. Activity logs will compiled by shift supervisors and submitted to the JMAA Department of Public Safety at the end of each shift.

JACKSON MUNICIPAL AIRPORT AUTHORITY
JACKSON-EVERS INTERNATIONAL AIRPORT
JACKSON, MISSISSIPPI
GROUND TRANSPORTATION

APPLICATION AND AGREEMENT FOR A GROUND TRANSPORTATION PERMIT

APPLICANT: _____
(Full Legal Name of Business)

PURPOSE: Taxi Courtesy Delivery Service
 Other (describe) _____

In consideration of the administrative processing of this Application and the issuance of a Ground Transportation Permit ("Permit") by the Jackson Municipal Airport Authority ("JMAA") to allow Applicant to provide General Transportation Services at the Jackson-Evers International Airport ("JEIA") in accordance with the Ground Transportation Rules and Regulations for JEIA adopted by JMAA on _____, 2006, as the same may be amended or supplemented from time-to-time (the "Rules"), the Applicant agrees to the following throughout the term of the Permit, beginning _____ and ending, unless terminated sooner, September 30, _____.

1. This Permit and the Permittee's operations at JEIA shall be subject to the Rules. Applicant, by executing this Application, specifically acknowledges that it received a copy of the Rules, that it understands the Rules and agrees to observe and comply with the Rules as the same may be amended, modified or supplemented from time-to-time.
2. This Application shall only constitute a Permit to provide Ground Transportation Services at JEIA upon payment of all applicable fees, receipt by JMAA of all required information and documents and counter-execution by JMAA.
3. It is understood and agreed that the Permit shall be automatically renewed each October 1 for a one (1) year term ending upon the succeeding September 30 upon

payment of the applicable Annual Permit Fee (as the same may be changed from time-to-time by JMAA) by the Permittee on or before September 15 of each year. Either party may terminate the Permit by notice mailed to the other party at its regular business address not less than sixty (60) days before the expiration of the initial term or any renewal term of the Permit. Furthermore, JMAA may terminate the Permit at any time for breach of any of the terms of the Permit, or for failure of the Applicant to comply with any provision of the Rules or any other applicable federal, state or local laws, ordinances, rules or regulations.

4. Applicant acknowledges that it is an independent contractor operating at JEIA and that neither the issuance of a Permit nor the regulation of the Applicant's operations at JEIA by JMAA shall create the relationship of partners or principal and agent. Applicant agrees to indemnify, defend and hold harmless JMAA from any and all losses, claims, costs, suits, expenses or liabilities whatsoever (including attorneys' fees and costs of investigation and defense thereof) arising out of the operations of Applicant.
5. The Applicant has paid a non-refundable, first year Permit Fee in the amount of _____ Dollars (\$_____) with the submission of this Application.
6. Applicant agrees that the Permit issued pursuant to this Application is only for the operations listed above under "Purpose," and as further defined and limited in the Rules. Applicant agrees that any operations other than those provided herein are expressly prohibited at JEIA. Applicant agrees to operate only in the areas designated by JMAA, and Applicant agrees that the designated areas may be changed from time-to-time and at any time by JMAA. Applicant also acknowledges and agrees that the issuance of a Permit does not constitute a lease of any property, real or personal, from JMAA to Applicant.

7. Applicant acknowledges that it must secure a Vehicle License for each vehicle to be operated at JEIA in the performance of Ground Transportation Services. No vehicle may be operated at JEIA in the performance of Ground Transportation Services without a current Vehicle License.
8. In the event of non-payment of the Annual Permit Fee or any other fees or charges due JMAA (but not Vehicle License Fees for which JMAA shall be under no obligation to provide notice to Applicant prior to revocation for non-payment), JMAA shall notify Applicant of non-payment by certified mail to Applicant at the address shown in Paragraph 6(a). Applicant shall have ten (10) calendar days from the date said notice was mailed to tender the Annual Permit Fee and/or any past due amounts to JMAA. In the event the Applicant does not tender all past due amounts to JMAA within the time provided, the Permit shall be suspended and Applicant shall not operate at JEIA. If any amount remains due more than thirty (30) days after the mailing of notice by JMAA, the Permit shall automatically terminate, and Applicant shall not provide any Ground Transportation Services at JEIA until it has submitted a new Application, the appropriate Permit Fee, a late processing fee of \$15.00 and all other information required by the Rules or Application and JMAA has issued a Permit.
9. It is understood and agreed that Applicant shall observe and comply with all laws, ordinances, rules, regulations and minimum standards of the United States, the State of Mississippi, the County of Rankin, the City of Jackson, JMAA and any and all other agencies, bureaus or departments thereof which may be applicable to the operations, management, maintenance or administration of JEIA now in effect or hereafter promulgated; and further, Applicant will display to JMAA any and all permits, licenses or other evidences of compliance with all laws upon request by JMAA.

10. Applicant will maintain automobile, contractual and general liability insurance in the amounts required by the Rules. Written proof of insurance in the form of an original Certificate of Insurance must be submitted with this Application. Each policy of insurance required hereunder shall name JMAA as an additional insured and shall provide that termination, cancellation or modification of any policy of insurance shall be conditioned upon not less than thirty (30) days prior written notice to JMAA. In no event shall Applicant provide any Ground Transportation Services at JEIA without having the insurance required under the Rules and this Application.
11. Applicant understands and agrees that JMAA may change or amend the insurance requirements in the Rules to reflect new minimum insurance standards for Applicant and other similar businesses operating at JEIA. The Applicant shall provide evidence of the changed or amended insurance requirements not less than sixty (60) days after the date such amendment is adopted. Failure of Applicant to comply with the insurance requirements herein shall constitute grounds for immediate suspension or revocation of the Permit.
12. Applicant agrees to immediately report any damage to any property of JMAA and to make payment to JMAA for repair or replacement thereof promptly upon demand by JMAA.
13. Applicant certifies the following information is accurate and correct:
 - (a) Legal Business Name: _____
 - (b) State of Organization if Corporation, Partnership, Limited Liability Company: _____
 - (c) Street Address: _____
 - (d) Mailing Address: _____
 - (e) City/State/Zip: _____
 - (f) Telephone: _____

Owner Street Address: _____
 City/State/Zip: _____
 Social Security Number: _____

(g) Owners/Partners/Proprietors:

- 1) Name: _____
Street Address: _____
City/State/Zip: _____
Social Security Number: _____
- 2) Name: _____
Street Address: _____
City/State/Zip: _____
Social Security Number: _____

(Attach additional sheets as necessary – Applicant must disclose all persons or entities owning 10% or more of the ownership interests in Applicant except as provided in the Rules.)

(h) Officers:

President: _____
Vice President: _____
Secretary: _____
Treasurer: _____

14. Applicant shall report to JMAA any changes in any of the information provided in this Application within ten (10) days of such change.
15. In addition to the Annual Permit Fee required, Applicant agrees to pay to JMAA such other fees as may be assessed against any other Permittee providing the same class of service under the Rules. Any such payment is due on or before the twentieth (20th) day of each month for the preceding month's activity.
16. By execution of this Application, the Applicant agrees to indemnify, defend and hold harmless JMAA, its Board of Commissioners (individually and collectively), employees, agents and representatives from any cost, claim, suit or liability (including reasonable and actual attorneys fees and costs of investigation and defense) arising from or out of the Applicant's operations on or about JEIA or in connection with the Permit.
17. It is understood and agreed that in the event JMAA uses the services of an attorney or attorneys to enforce the provisions of the Permit, this Application or the Rules, then in that event, the undersigned shall be liable to JMAA for a reasonable attorney's fee in addition to any other costs or losses sustained by JMAA.

IN WITNESS WHEREOF, the Applicant, intending to be bound by the Rules and the terms of this Application, hereby submits this Application to JMAA on the date indicated below.

APPLICANT: _____
(Print Legal Name of Business)

BY: _____
(Print Signor's Name)

TITLE: _____

SIGNATURE: _____

DATE: _____

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this ____ day of _____, 20____, within my Jurisdiction, the within named who acknowledged that he/she is _____ of a corporation/partnership/limited liability company/proprietorship, and that for and on behalf of the said corporation/partnership/limited liability company/proprietorship, and as its act and deed he/she executed the above and foregoing Instrument, after first having been duly authorized by said corporation/partnership/limited liability company/proprietorship so to do, and further acknowledged that the statements made therein are true and correct.

NOTARY PUBLIC

My Commission expires:

(S E A L)

This License shall only be effective upon execution by the Chief Executive Officer of JMAA.

JACKSON MUNICIPAL AIRPORT AUTHORITY

By: _____
Dirk B. Vanderleest, Chief Executive Officer

Date Approved: _____

**APPLICATION FOR VEHICLE LICENSE
UNDER THE JACKSON MUNICIPAL AIRPORT AUTHORITY
GROUND TRANSPORTATION RULES AND REGULATIONS**

Permittee Name: _____

Permittee Address: _____

Permit No. _____

Vehicle Information (complete a separate application for each vehicle):

Make: _____ Model: _____

Year: _____ Color: _____

Tag: _____ Passenger Capacity: _____

- Monthly (\$40/month/vehicle)
- Quarterly (\$120/quarter/vehicle)
- Annually (\$480/year/vehicle)

It is the Permittee's obligation to secure a new Vehicle License each quarter or each month, as applicable. No Person will be allowed to operate any vehicle in the providing of Ground Transportation at JEIA without a current Vehicle License. Late renewal will result in a late renewal processing fee of \$15.00.

By submitting this Motor Vehicle License Application, the Permittee acknowledges that the Vehicle License is not transferable to another Permittee or between vehicles whether owned and/or operated by the Permittee or any other Permittee.

Submitted:

APPLICANT: _____
(Print Legal Name of Business)

BY: _____
(Print Signor's Name)

TITLE: _____

SIGNATURE: _____

DATE: _____

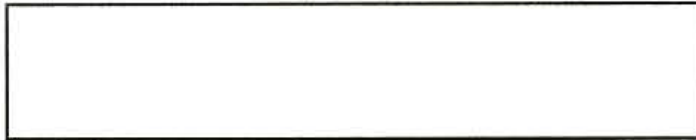
Attachment 1

Ground Transportation Vehicle License

**JACKSON EVERS
INTERNATIONAL AIRPORT**



1



Attachment 2

Ground Transportation On-Demand or Call Service Hang-Tag

