

# **APPLICATION CHECKLIST**

Inorder for us to process your application in a timely manner, <u>all items listed below MUST be completed</u> and/or attached. An incomplete application will be returned to the operator for completion which may result in delays to contract processing and permit issuance.

Please besure to attach a copy of each required document to your completed application. We encourage operators to make a copy of the completed application for their files **prior to submitting to us**.

Completed Application including signature on page 5

Provide E-Z Pass Customer Account Report with Transponder number and corresponding license plate . Note- Low balance threshold on EZ Pass account must be \$100 and have automatic replenishment.

Complete <u>Attachment A-Vehicle Listing Sheet</u> -Attach **copy** of each vehicle registration *Please note* that vehicles must be registered in the name of the corporation or an officer of the Corporation (if Incorporated) or the owner's name if operating as a *D*BA; if the vehicle is in the name of a Leasing Company you must provide us with a copy of the lease showing that particular vehicle is being leased to you.

AND the address on each required document must list the SAME address as the contract address

If incorporated, a copy of Corporation documents

From the City/Town where your business is located either a Livery License, Home Occupancy Permit to operate as a livery company or a letter from them stating they have no livery requirements (see Attachment B)

Complete and Sign Attachment C

Attach Insurance Certificate **listing MASSPORT** as an additional insured and Certificate Holder. Must have a Combined Single Limit (CSL) of \$1 million (or \$5 million for motorcoaches). See Part IV(A) on page 3 of application.

Completed IRS Taxpayer Identification Number and Certification Form. W9 Form

All out of state Corporations/ LLC's must provide proof that they have registered with the Secretary of State's office to operate in Massachusetts

All individuals or corporations using a d/b/a (Doing Business As) must provide proof that the d/b/a name has been registered with the Secretary of State's office in Massachusetts (Business Certificate)

\$100 application fee in the form of CHECK or MONEY ORDER payable to MASSPORT

•	/indow Hours kers, Invoice Payments, Account Reinstatement
Tuesday	12:00pm -3:00PM
& Thursday	9:00am -12:00PM
No walk up window transactions w	vill be processed outside of these hours

limos@massport.com

MPA Agreement #\_\_\_\_\_

#### 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 Safety Administration ("FMCSA") permit or city/town permit as required by State and Federal Law.

#### 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	
TELEPHONEALTERNATE TELEPHONE	
FAX NUMBERE-MAIL	

#### 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 FMCSA.
- () Scheduled Motor Bus -Operates on a point-to-point schedule under the authority of the Mass DPU and/or the FMCSA, 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 DPU and/or the FMCSA 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 DPU or the FMCSA 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 DPU or the FMCSA.

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

Attach a copy of your Mass DPU, FMCSA, 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-NII 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 Liability 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) <u>Trip Fee and Base Rates</u>. 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) <u>Minimum Payment</u>. 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) <u>Invoices/Payment of Ground Access Fees:</u> Operators who self-report trips will receive a monthly invoice for either the minimum or actual trips multiplied times the applicable base rate. At the completion of a calendar month, operators who pay for their ground access fees via transponder and who make less than the 10 trip minimum will be billed (E-Z Pass Auto Bill) for the difference between trips made and the 10 trip minimum multiplied times the applicable base rate. Operators who pay by transponder must maintain sufficient funds in their E-Z Pass account. If your E-Z Pass Auto Bill rejections may result in suspension or termination of this agreement

#### VI REPORTING REQUIREMENTS

(A) <u>Fares and Routes</u>. 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) <u>Consent to Publication</u>. 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) <u>Monthly Trip/Rider Reports</u>.

(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.

Reports are due by the 5th day of each month and may be emailed to <u>limos@massport.com</u> or faxed to the Transportation Manager at 617.561.1655. Failure to comply with the reporting requirements of this Agreement may be grounds for Massport to terminate this Agreement. Massport shall not disclose the contents of the Monthly Reports to others, except as required by law.

(D) <u>Additional Information</u>. Massport reserves the right, from time to time, to direct Operator to submit additional information related to its activities at Logan Airport.

#### VI. AUDIT RIGHT; RETENTION AND INSPECTION OF BOOKS & RECORDS

(A) <u>Books and Records</u>. Operator shall keep and maintain true and correct accounts, books, records, documents and data ("Books and Records") in accordance with generally accepted auditing standards. Operator shall retain all such Books and Records for not less than 3 years from the Commencement Date. Operator shall allow Massport or its representative to photocopy all such Books and Records.

(B) <u>Inspection and Audit Right</u>. Operator's Books and Records shall be available for inspection by Massport or its duly authorized representative upon 5 days advance notice and during normal business hours (9:00 a.m. to 5:00 p.m.). Massport shall have the right, upon such notice and during such business hours to cause an audit to be made of such Books and Records in order to determine Operator's compliance with the provisions of this Agreement and any amounts owed, or payable to Massport. Operator shall allow photocopying of all such Books and Records and shall allow the interviewing of such employees as Massport deems necessary to conduct and support the audit.

#### VII. CERTIFICATION REGARDING MASSACHUSETTS PORT AUTHORITY RULES AND REGULATIONS

I hereby certify that [Operator's Name] agrees to comply at all times with the requirements and conditions of this Agreement and with the Massport Rules and Regulations, as they may be amended.

I understand that any false or misleading, incomplete or inaccurate information provided in this application shall constitute grounds for immediate termination or revocation of this Agreement.

By:

(Signature)

For:

[Operator: Name of Company]

Date:

#### VIII. COMMERICAL 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

PERMITTYPE: BUS LIMO COURTESY PICK UP/DELIVERY NUMBER OFPERMITS: \_

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

MASSPORT PERMIT NUMBER (FOR OFFICE USE ONLY)	YEAR	MAKE	MODEL	COLOR	CAPACITY	VEHICLE IDENTIFICATION NUMBER	LICENSE PLATE NUMBER

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 I Suite 200S Logan International Airport East Boston, MA 02128-2909 Attention: Ground Transportation

Dear Sir/Madam:

The City/Town	 does not have private	limousine/livery

requirements and has no objection to <u>Name</u> 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

#### AFFADAVIT 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: PLEASE CHECK ONE

Signature	Name & Title	Date (mm/dd/yyyy)
() *I wish to exercise my right of exemption $a$	pr () I wish NOT to exe	rcise my right of exemption
Signature	Name & Title	Date (mm/dd/yyyy)
() $*I$ wish to exercise my right of exemption	or () I wish NOT to exe	rcise my right of exemption
Signature     Press	rint Name & Title	Date (mm/dd/yyyy)
( ) *I wish to exercise my right of exemption	or () I wish NOT to exe	ercise my right of exemption
Signature   P	rintName&Title	Date (mm/dd/yyyy)
( ) $*I$ wish to exercise my right of exemption	or () I wish NOT to exe	rcise my right of exemption
*		

The Right of Exemption can only be exercised if you are not required by law to have Workers' Compensation Insurance. Note: ALL CORPORATE OFFICERS MUST SIGN. THERE CAN BE NO MORE THAN 4 SIGNATURES.

> Application for Commercial Ground Transportation Service Permit Attachment C

#### 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	\$3.25 July 1, 2007
limousines & up to 15	
passenger vans	
Courtesy buses & Pick-	\$3.75 July 1, 2007
up/Delivery vehicles	
16 passenger or more Motor	\$8.00 July 1,2007
Buses & 16 passenger or	
more vans	

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.

ACORD	
ACORD	

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 11/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ON CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEN BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTIT REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	ID, EXTEND O TUTE A CONT	R AL	ER THE C	OVERAGE AFFORDED BY T	HE POLICIES
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the terms and conditions of the policy, certain policies may require an e certificate holder in lieu of such endorsement(s).					
PRODUCER	CONTACT NAME:			•	
Insurance Agency	PHONE (A/C, No, Ext):			FAX (A/C, No):	
123 Main St	E-MAIL ADDRESS:				
Anywhere, USA 00000	ADDICE03.	ING		RDING COVERAGE	NAIC #
histopp	INSURER A :		••		
INSURED YOUR NAME	INSURER B : I	NSUR/	NCE COMP.	ANY	
D/B/A	INSURER C :				
123 MAIN ST	INSURER D :				
ANYWHERE, USA 00000	INSURER E :				
	INSURER F :				
COVERAGES CERTIFICATE NUMBER:				REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW I INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITIC CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOR EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAN INSR	on of any con Rded by the F Ve been reduc	NTRACI Policie Sed by	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT T ED HEREIN IS SUBJECT TO AL	O WHICH THIS
LTR TYPE OF INSURANCE INSR WVD POLICY NUMBER		CY EFF D/YYYY)	POLICY EXP (MM/DD/YYY)	LIMITS	
				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
CLAIMS-MADE OCCUR				MED EXP (Any one person) \$	
				PERSONAL & ADV INJURY \$	
				GENERAL AGGREGATE \$	
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$	
				\$	· · ·
				COMBINED SINGLE LIMIT (Ea accident) \$ 1.0	000,000
				BODILY INJURY (Per person) \$	
ALL OWNED SCHEDULED XXXXXXXXX	mm/do	1/vv	mm/dd/yy	BODILY INJURY (Per accident) \$	
HIRED AUTOS AUTOS		~,,,		PROPERTY DAMAGE \$	
				(Peraccident) \$	
UMBRELLA LIAB OCCUR				EACH OCCURRENCE \$	
				AGGREGATE \$	
DED RETENTION \$		1		S S	
WORKERS COMPENSATION				WC STATU- OTH-	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N					
OFFICE/MEMBER EXCLUDED?					
(Mandatory in NH) If yes, describe under				E.L. DISEASE - EA EMPLOYEE \$	
DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT \$	
		-			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remark	ts Schedule, if more	space is	required)		
2016 CADI XTS V.I.N LICENSE #					
"CERTIFICATE HOLDER IS ALSO AND ADDITINAL INSURED"					
OR					
"MASSPORT IS AN ADDITINAL INSURED"					
CERTIFICATE HOLDER	CANCELLA	TION			
Massachusetts Port Authority					
One Harborside Drive, Suite 2008				EREOF, NOTICE WILL BE I	DELIVERED IN
				÷	
East Boston, MA 02128	AUTHORIZED RI	EPRESE	NTATIVE		

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