

PHL GROUND TRANSPORTATION AVI SYSTEM TERMS & CONDITIONS

I. TERMS AND CONDITIONS

These Terms and Conditions, together with your fully and accurately completed Philadelphia International Airport Ground Transportation Automated Vehicle Identification (AVI) Account Application, constitute your Philadelphia International Airport AVI Agreement (“Agreement”). Please retain a copy of your Agreement upon submitting such to the City of Philadelphia (“City”). (For purposes of this Agreement, “City” shall refer to the City of Philadelphia and/or its authorized agent, as applicable). The issuance of an AVI transponder and/or Driver ID Tag to you shall constitute a non-exclusive and revocable permit (“Permit”) which will allow you to operate on the Philadelphia International Airport’s commercial roadway system subject to the terms and conditions of this Agreement, the Philadelphia International Airport Rules & Regulations, and any applicable local, state or federal laws and regulations.

1) Terms

- a) The City’s approval of your submitted AVI Account application and your remittance of all charges, fees and/or deposits shall establish your AVI account (“AVI Account”). Failure to comply with this Agreement may result in suspension, revocation, or termination of your AVI account and suspension of operating privileges at the Philadelphia International Airport (“Airport”).
- b) Your failure to accurately or fully disclose all information required by the AVI Account application shall constitute a material breach and may result in revocation of the Permit and suspension of your operating privileges at the Airport.
- c) All fees, charges and conditions associated with the Ground Transportation AVI System (“AVI System”) are set forth in and governed by the Philadelphia International Airport Rules and Regulations (“Rules & Regulations”), as they may be amended from time to time, and by this Agreement. A copy of the Rules & Regulations may be obtained by calling the Airport Operations Department at (215) 937-6914. If at any time the Rules & Regulations are amended to change existing fees, add new fees and/or charges, rescind any existing fees and/or charges, and/or change any conditions relating to the AVI System, then such fees, charges and/or conditions as set forth in the Rules & Regulations shall supersede those fees, charges and/or conditions set forth in this Agreement. Only fees and charges which are authorized under the Rules and Regulations may be charged to you.

2) Changes in AVI Account Information — AVI transponders, Driver ID Tags, AVI Accounts and ground transportation operating privileges are non-transferable. You agree to promptly inform the City of any changes to the information provided on your AVI Application, including:

- Change in any business authorization status;
- Changes in company information, including but not limited to operating licenses, address, phone number, e-mail address, or account point of contact;
- Change in driver or driver licensing information;
- Change in vehicle information or any regulatory vehicle operation authorization status; and
- Change in insurance coverage.

3) Vehicle & Driver Operating Requirements

- a) You and your employees and agents shall follow all applicable local, state and federal vehicle, driver, and business laws, regulations and codes, as well as any additional requirements as set forth in the Rules & Regulations.
- b) You shall carry insurance in such types and amounts as is required by the appropriate governing agency, or as may

be required in the Rules and Regulations, during the entire Term of this Agreement.

4) Transponder Usage

- a) Use of any AVI transponder(s) issued to you by the City bind(s) you to the Terms & Conditions of this Agreement.
- b) Your AVI transponder(s) may only be used by you and your authorized agents and/or employees, and only on the vehicle(s) specifically listed on this account.
- c) You (or your agents and/or employees, as applicable) must approach and pass through the AVI readers and enter PHL’s commercial roadway system and obey all traffic rules, signs and Airport Rules & Regulations, and otherwise follow all of the City’s policies and procedures governing the AVI System.
- d) You may not assign the obligations or benefits of this Agreement. The AVI transponder is and shall remain at all times the property of the City.
- e) You must surrender your AVI transponder(s) immediately upon the City’s request.
- f) Your compliance with all local, state and federal business and vehicle laws and regulations, and with the Rules & Regulations, together with the maintenance of your AVI Account in good standing, allows your vehicle(s) to operate on the commercial roadway system at the Airport. You agree that all costs (if any) authorized under the Rules & Regulations and/or this Agreement, and incurred in connection with the use of your AVI transponder(s), including, but not limited to, account opening & renewal fees, AVI transponder deposit fees, Per-Trip fees/Egress fees, wait time fees, and dwell time fees, will be charged by the City to your AVI Account and that you are solely responsible for all such charges. You agree to pay any costs, including attorneys’ fees, required to enforce the terms and conditions of this Agreement and pursue the collection of monies due (if any) in connection with the use of your AVI transponder(s).
- g) When you use your AVI transponder, a non-refundable charge will be debited from your AVI account per authorized charges under the Rules & Regulations.

5) Driver ID Tag Usage – This section shall apply only to those Drivers who are required under the Rules & Regulations to acquire a Driver ID Tag:

- a) Use of the Driver ID Tag issued to you by the City binds you to the Terms & Conditions of this Agreement.
- b) Your Driver ID Tag may only be used by you and may not be loaned, leased or assigned or otherwise transferred to any other person.
- c) You must scan your Driver ID Tag into the side-fire card reader before entering the Commercial Roadway System. You must further obey all traffic rules, signs and Airport Rules and Regulations, and otherwise follow all of the Airport’s policies and procedures governing the AVI System.
- d) You may not assign the obligations or benefits of this Agreement. The Driver ID Tag is and shall remain at all times the property of the City.
- e) You must surrender your Driver ID Tag immediately upon the City’s request.
- f) Your compliance with all local, state and federal business and vehicle laws and regulations, and with the Rules & Regulations, together with the maintenance of your AVI Account in good standing, allows your vehicle(s) to operate on the commercial roadway system at the Airport in an authorized vehicle. You agree that all costs (if any) authorized under the Rules & Regulations and incurred in connection with the use of your Driver ID Tag, which may

include, but are not limited to, account opening & renewal fees, Driver ID Tag deposit fees, Per-Trip fees, egress fees, wait time fees, and dwell time fees, will be charged by the City to your AVI Account and that you are solely responsible for all such charges. You agree to pay any costs, including attorneys' fees, required to enforce the terms and conditions of this Agreement and pursue the collection of monies due (if any) in connection with the use of your Driver ID Tag.

6) Fees, Charges & Account Balances - All fees set forth in this Agreement are authorized under the Rules & Regulations, and are subject to change as the Rules and Regulations may be amended.

- a) Account Opening & Renewal Fees. There is a one-time, non-refundable AVI account opening fee of \$25. In addition to the AVI account opening fee, there is an annual AVI account maintenance fee of \$25 for each account. The AVI account maintenance fee is due and payable by January 1 for that calendar year to cover that same calendar year, or on such date as you open your account, whichever is later. In the event that your AVI account is established after January 1 of the applicable year, then such AVI account maintenance fee shall not be prorated.
 - b) Transponder Fee(s). There is a refundable deposit fee of \$20 for each AVI transponder issued to your account. Notwithstanding the immediately foregoing, upon termination of your AVI account, refunds shall be issued for any returned and undamaged AVI transponder(s), such determination of damage to be made in the City's sole discretion. If your AVI transponder is determined by the City to be damaged, then your AVI transponder deposit fee shall be forfeited and shall become the property of the City. There is a non-refundable replacement fee of \$10 for any AVI transponder which is replaced due to loss, theft or damage (if such damage is caused by you, in the City's sole discretion).
 - c) Driver ID Tag Fee. There is a refundable deposit fee of \$20 for each Driver ID Tag issued to your account. Notwithstanding the immediately foregoing, upon termination of your AVI account, refunds shall be issued for any returned and undamaged Driver ID Tag, such determination of damage to be made in the City's sole discretion. If your Driver ID Tag is determined by the City to be damaged, then your Driver ID Tag deposit fee shall be forfeited and shall become the property of the City. There is a non-refundable replacement fee of \$10 for any Driver ID Tag which is replaced due to loss, theft or damage (if such damage is caused by you, in the City's sole discretion).
 - d) Prepayment Amount. You agree to maintain a prepaid amount with us to cover applicable charges. Such amounts are set forth in the Rules & Regulations, a copy of which can be obtained by calling Airport Operations Department at (215) 937-6914. Charges are deducted from your account each time the AVI transponder is used in the Airport's commercial roadway system. The City will also deduct applicable administrative fees (if any) incurred under this Agreement.
 - e) Account Balances. No interest will be paid on cash balances in your account.
 - f) Replenishment. The City will periodically review your AVI Account usage. If the charges incurred as a result of the average monthly activity on your account exceed your current replenishment amount, your replenishment amount may be adjusted accordingly and you will be notified in advance and in writing of such adjustment.
- 7) Account Status** - You may visit the Customer Care Center 24 hours per day, 7 days per week, 365 days per year for up-to-date information about your account.
- 8) Payments** — Account replenishment must occur when your prepaid amount decreases to the amount equivalent to two Per-

Trip Fees. You can replenish your account in one of the following ways:

- a) You can hand-deliver a business check, cashier's check or money order or cash to the City. Checks and money orders should be made payable to "Parkway Ground Transportation Management." A returned check fee of \$25 will be charged for each check returned to the City for insufficient funds; or
- b) Any other manner which may be hereafter authorized by the City.

9) Lost/Stolen , Defective & Malfunctioning Transponders

- a) Visit the Customer Care Center, call (215) 937-4354, or write us of theft or possible unauthorized use of your transponder(s). At the City's sole discretion, you will not be liable for unauthorized use of your transponder(s) after the City receives notice from you of loss or theft.
- b) If your AVI transponder(s) and/or Driver ID Tag fail(s) to work for reasons other than you or your employees' or agents' abuse or improper use, which shall be determined in the City's sole discretion, and the transponder(s) and/or Driver ID Tag is(are) returned to the City, the AVI transponder(s) and/or Driver ID Tag will be replaced at no extra charge to you.
- c) If you or you employees or agents damage, remove, detach, transfer, break, tamper with, and or otherwise attempt to disable or block the reading of the AVI transponder and/or Driver ID Tag, then the City may revoke the Permit and prevent you from operating at the Airport as set forth in the Rules and Regulations. Any replacement AVI transponder and/or Driver ID Tag as described in this subsection is subject to the fee set forth in Section 6 herein.

10) Disclaimer — To the extent permitted by law, the City expressly disclaims any representation of warranty, expressed or implied, relating to the AVI transponder(s) including, without limitation, any implied or expressed warranty or merchantability, fitness for a particular purpose or conformity to models or samples. Nor is the City liable for any third party action taken by reason of your use or display of the AVI transponder(s). You agree to indemnify the City and hold the City harmless from and against any and all damage, loss, cost, expense, or liability relating to, arising from, or as a result of the use or performance of the AVI transponder(s).

11) Termination — You may terminate this agreement at any time by returning your AVI transponder(s) to the City in good working condition (except for normal wear). You must return any Transponder(s) and/or Driver ID Tags in the event that you cease to operate at the Airport. Transponder(s) and/or Driver ID Tags should be returned to the Customer Care Center in person or by certified mail. Transponder(s) and/or Driver ID Tags will remain property of the City under all circumstances. Upon termination and return of your transponder(s), your account balance will be refunded to you within thirty (30) days. All outstanding charges (if any) will be deducted prior to refund. You agree that the City may suspend or terminate you operating privileges at the Airport and terminate your AVI Account for improper use as set forth herein and in the Rules & Regulations, as they may be amended from time to time.

12) Collection Expenses — You agree to pay all costs, if any, including attorney's fees, incurred by the City to collect any monies due under terms of this Agreement.

13) Modification — The City may change the Terms and Conditions at any time. You will also be bound by any revised Terms and Conditions, which are available for review at the Customer Care Center; a copy of the revised Terms and Conditions (if any) will also be mailed to you upon request. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

14) Governing Law — This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the choice of law doctrine

thereof, and any claims made or legal actions filed hereunder shall be made in the City of Philadelphia, Philadelphia County. Notwithstanding the immediately foregoing, in the event that this Agreement (or portions thereof) are held to be invalid, void, unenforceable, then such remaining provisions of this Agreement of portions hereof shall remain in full force and effect. In the event that any provision(s) of this Agreement conflict(s) with any applicable laws and/or regulations either now or hereafter enacted, then any affected provisions of this Agreement shall thereby be considered subordinate to such laws and/or regulations and you agree to abide by such laws and/or regulations.

15) Non-Disclosure — Customer account information will not be disclosed to third parties without your consent except as permissible or required by law.

16) Inquiries and Correspondence — Please send all applications, payments, account inquiries and general correspondence to the PHL AVI Customer Care Center at the

following address: Philadelphia International Airport, Terminal A East, Baggage Claim Building, Philadelphia, PA 19153.

Telephone inquiries may be made by calling (215) 937-4354.

17) Independent Contractor — You are deemed to be an independent contractor for all intents and purposes regarding your operations at the Airport, and no agency between you and the City, expressed or implied, exists.

18) The terms “you” and “your” as used in this Agreement refers to the applicant, its agents and employees.

II. CUSTOMER CARE CENTER

The Customer Care Center is open 24 hours per day, 7 days per week, 365 days per year. To establish an AVI Account, visit the Customer Care Center between the hours of 8 am – 12 am (midnight), 7 days per week and provide all required documentation. For information on your existing AVI Account, you may visit or call the Customer Care Center at any time.

Acknowledged and received by

Company

Name

Title

Signature

Date