



**COMMERCIAL GROUND TRANSPORTATION
APPLICATION AND USE PERMIT**



Application is based upon the understanding that the activity intended to be provided is according to the definitions, Grand Canyon National Park Airport operational regulations, and the applicable rules and regulations of the Arizona Administrative Code ACC Title 17 as amended.

Permits and related vehicle decals are issued to those that are listed as part of a business entity in this application. If membership or management of a partnership or corporation changes, the new member or management must apply for a permit and decals in their own name(s), **(PERMITS AND DECALS CAN NOT BE SOLD OR OTHERWISE TRANSFERRED TO ANOTHER BUSINESS ENTITY).**

If there are questions regarding the Rules and Regulations of the Grand Canyon Airport or the Arizona Revised Statutes referenced in this application, please contact Airport Administration at (928) 638-2446.

GENERAL INFORMATION (PLEASE PRINT)

APPLICANT NAME (Responsible Party)

COMPANY NAME

DBA (Doing Business As)

BUSINESS ADDRESS

CITY

STATE

ZIP CODE

COMPANY DOT #

CONTACT NAME

EMAIL ADDRESS

()

BUSINESS PHONE

()

FAX

TOTAL ACCESS FEES ENCLOSED \$ _____

CHECK NUMBER _____



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1. Business Entity Status (check one)

- Sole Proprietorship
- Partnership (List name and address of all partners on a separate sheet.)
- Corporation, LLC (List name of all officers and majority stockholders on separate sheet.)
- Other, where authorizing documents are filed (Explain) _____

2. Vehicle List: Please list the number and type of vehicles that will be utilizing the airport. (Attach additional sheets if necessary.)

Vehicle Make, Model, Year	Vehicle License #	State	Vehicle ID #	Maximum # Passengers	Access Fees
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$

Annual Access fee currently for Non-Leaseholders is \$25.00 per vehicle accessing Airport property. For Airport Tenant/Leaseholders, this fee is \$20.00 per vehicle.

3. Authorized Signatures:

Persons that are authorized to sign business papers, applications, etc., pertaining to this permit. Please provide names and titles and have each person sign so that we may use this as a signature record for comparison purposes. Attach an additional page if necessary.

PRINTED NAME	SIGNATURE	TITLE
_____	_____	_____
_____	_____	_____

IT IS THE APPLICANT'S RESPONSIBILITY TO SUBMIT, IN WRITING AND WITH HIS/HER SIGNATURE, CHANGES TO THE AUTHORIZED LIST. THIS MUST BE RECEIVED BY THE AIRPORT ADMINISTRATION OFFICE DURING NORMAL BUSINESS HOURS BEFORE THIS CHANGE WILL BE ACKNOWLEDGED.



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PERMIT:

This Permit is made this date _____ by and between the ARIZONA DEPARTMENT

OF TRANSPORTATION, ADMINISTRATIVE SERVICES DIVISION (hereinafter referred to as “the State”)

and _____ (hereinafter referred to as “Permittee”).

WITNESSETH

WHEREAS, pursuant to Arizona Revised Statutes (“A.R.S.”) Section 28-8242, the STATE is responsible for the operation and maintenance of the Grand Canyon National Park Airport (hereinafter referred to as “Airport”), a public airport located in the Kaibab National Forest, Coconino County, Arizona; and

WHEREAS, pursuant to A.R.S. Section 28-8204, the director may establish fees for use of State of Arizona owned airports and appurtenant facilities (see Arizona Administrative Code R17-2-201 *et. seq.*); and

WHEREAS, Permittee desires to be permitted to operate a commercial ground transportation business at the Airport.

NOW THEREFORE, in consideration of the faithful performance of the covenants and conditions set forth herein, the parties hereby agree as follows:

TERM: This Permit shall commence upon execution by the State and shall be valid for the remainder of the current calendar year. The Permittee must renew its application for subsequent terms prior to the expiration of the current permit.

AUTHORIZATION: Permittee shall, at its sole expense, be authorized to utilize such Airport facilities as are designated by Airport management necessary to load and/or unload passengers (see Exhibit “A”); provided however Permittee shall not conduct, initiate and/or originate business from the Airport.

RATES, FEES AND CHARGES: Permittee shall pay the rates, fees and charges pursuant to Arizona Administrative Code R17-2-201, Article 2, Table 1: Grand Canyon National Park Airport Fees and Charges, in effect on the date of execution of this Permit by the State. On or before the fifteenth (15th) day of each month for the preceding month, Permittee shall report all related business activity performed at the Airport, on the form prescribed by the State. Should said Rules and Regulations be amended at any time during the term of this Permit, Permittee shall pay the rates, fees and charges set forth in the amended Rules and Regulations for any rates, fees or charges that accrue on and after the effective date of the amendment.

MONTHLY PAYMENTS: On or before the fifteenth (15th) day of each month during the term hereof and any extensions or renewals hereof, Permittee shall pay to the State the monthly rates, fees, charges and all other costs as described in the Permit due to the State for the preceding month. The State shall not be obligated to invoice such fees.



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INDEMNITY CLAUSE AND INSURANCE REQUIREMENTS

INDEMNIFICATION CLAUSE:

To the fullest extent permitted by law, Permittee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, Direct Damage losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation; hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees, contractors or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Permittee to conform to any federal, state or local law, statute, ordinance, rule, regulation, court decree or airport rules. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Permittee from and against any and all claims. Indemnitee will at all times be responsible for Direct Damages. It is agreed that Permittee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Permittee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for any and all losses arising from this Permit.

The ‘Certificate Holder’ for all certificates of insurance shall read as follows:

**State of Arizona
ADOT/ASD
Grand Canyon National Park Airport
PO Box 3399
Grand Canyon, AZ 86023**

Direct Damages (defined) – a loss arising naturally or directly from an occurrence and which excludes remote, indirect, consequential, or special losses or damages; such as loss of revenue or profit.

INSURANCE REQUIREMENTS:

Permittee shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Permit, are satisfied, insurance claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Permittee, their agents, representatives, employees, contractors or subcontractors.

The *insurance requirements* herein are minimum requirements for this Permit and in no way limit the indemnity covenants contained in this Permit. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Permittee from liabilities that might arise out of the performance of the work under this Permit by the Permittee, their agents, representatives, employees or subcontractors and Permittee is free to purchase additional insurance.



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A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Permittee shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

-- Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. Policy shall be endorsed to include the State of Arizona, Arizona Department of Transportation as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Permittee, any of its contractors or subcontractors., involving automobiles owned, leased, hired and/or non-owned by the Permittee.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, Arizona Department of Transportation for losses arising from work or activities performed by or on behalf of the Permittee or any of its contractors or subcontractors.

2. **Business Automobile Liability**

- Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned vehicles used in the performance of this Permit.
 - Combined Single Limit (CSL) of \$5,000,000 for vehicles with a capacity of nine (9) or more passengers.
 - Combined Single Limit (CSL) of \$2,000,000 for vehicles with a capacity of five (5) to eight (8) passengers.
 - Combined Single Limit (CSL) of \$1,000,000 for vehicles with maximum capacity of four (4) or fewer passengers.
- a. Policy shall be endorsed to include the State of Arizona, Arizona Department of Transportation as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Permittee, any of its contractors or subcontractors., involving automobiles owned, leased, hired and/or non-owned by the Permittee.
 - b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, Arizona Department of Transportation for losses arising from work or activities performed by or on behalf of the Permittee or any of its contractors or subcontractors.



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3. Worker's Compensation and Employers Liability

Workers' Compensation	Statutory
Employers' Liability Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, Arizona Department of Transportation for losses arising from work or activities performed by or on behalf of the Permittee or any of its contractors or subcontractors.
- b. This requirement shall not apply to: Separately, EACH Permittee or subcontractor exempt under A.R.S. 23-901, and when such Permittee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall be endorsed to include the following provisions:

- 1. The Permittee's policies, as applicable, shall stipulate that the insurance afforded the Permittee shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 2. Insurance provided by the Permittee shall not limit the Permittee's liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the address below and shall be sent by certified mail, return receipt requested.

**Airport Manager
Grand Canyon National Park Airport
PO Box 3399
Grand Canyon, AZ 86023**

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect the Permittee from potential insurer insolvency.



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- E. **VERIFICATION OF COVERAGE:** Permittee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative. All certificates and endorsements are to be received and approved by the State of Arizona before a permit is granted. Each insurance policy required by this Contract must be in effect at or prior to issuance of a permit under this Contract and remain in effect for the duration of the permit. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona, Arizona Department of Transportation shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Permittees' certificate(s) shall include all subcontractors as insureds under its policies **or** Permittee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Transportation, Safety & Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **CLAIMS:** Permittee shall give the State and the State shall give the Permittee prompt and timely notice of any claim made or service of process in any suit concerning any injury or damage. Any enumeration of specific insurance coverage amounts shall not limit or restrict the Permittee indemnity covenant set forth in this Permit.

RULES AND REGULATIONS: Permittee shall observe and comply with all laws, ordinances, rules, regulations and orders of the United States Government, the State of Arizona, the County of Coconino and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Airport now in effect or hereafter promulgated.

The State reserves the right to exercise its authority under any Arizona Revised Statutes and Rules and Regulations thereto.

SECURITY PLAN: The State reserves the right to implement an Airport Security plan in a form acceptable to the Federal Aviation Administration limiting access of persons, vehicles and aircraft in and around the airfield and terminal areas of the Airport and to modify that plan from time to time as it deems necessary to accomplish its purposes. Permittee's activity shall at all times comply with the Security Plan.



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PERMITTEE’S ACKNOWLEDGEMENTS: By signing the permit application, the Permittee affirms they shall abide by the following acknowledgements which are conditions of this Permit:

A. Exclusive Rights: Permittee is an independent contractor and not an agent of the State for any activity conducted by Permittee at the Airport location. Permittee agrees that no provision herein shall be construed to grant an exclusive aviation right as set forth in the Federal Aviation Act of 1958 §§308 (a); 49 U.S.C. §§1349.

B. Airport Safety: Permittee agrees that the State shall have the sole right to impose future restrictions or obligations on Permittee’s activities necessary for the safety, preservation of Airport facilities and protecting of the public interest.

TERMINATION: The State shall have the right to terminate this Permit in the event it is required by the Federal Aviation Administration, any of the following defaults continues unabated after the expiration of thirty (30) days following Permittee’s receipt of written notice from the State advising of the default:

- That Permittee fails to timely pay any fee due hereunder, or a determination by the state that Permittee has refused or failed to perform or keep any of the covenants, terms or conditions on its part to be observed or performed herein
- That Permittee is in default or arrears on any other account in which the State of Arizona is an aggrieved party
- The State shall have the additional right to terminate this Permit for the convenience of the State without cause upon the giving of One Hundred Eighty (180) days written notice to the Permittee. In addition, the State reserves the right to immediately terminate this Permit in the event the State determines it is necessary for safety or similar reasons or it is in the best interest of the State.
- Further, this Permit is subject to cancellation by the Governor pursuant to the terms of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed on the date and year first above written.

THE STATE:

PERMITTEE:

By: _____

By: _____

Print Name

Print Name

Title

Title

Date

Date