

PERMIT  
TRANSPORTATION NETWORK COMPANY

PERMIT issued this \_\_\_\_ day of \_\_\_\_\_, 2018, by Brown County (“County”) and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter “TNC” or “Permittee”) for Transportation Network Service at the Airport, WITNESSETH:

WHEREAS, County owns and operates Green Bay Austin Straubel International Airport (“Airport”), the same being located in Brown County, Wisconsin, and

WHEREAS, if TNC is a Wisconsin corporation or limited liability company, TNC is in good standing with the Wisconsin Department of Financial Institutions; if TNC is not a Wisconsin corporation or limited liability company, then TNC is in good standing under the laws of the state where it was created and, if required, has obtained a Certificate of Authority (corporation) or Certificate of Registration (limited liability company) from the Wisconsin Department of Financial Institutions to transact business in the State of Wisconsin; and

WHEREAS, TNC is a Transportation Network Company and desires to provide Transportation Network Services at the Airport wherein the network provided by TNC will connect passengers with transportation services offered by individual drivers (“Participating Drivers”); and

WHEREAS, Brown County Ordinance 25.09 requires certain commercial operators obtain a permit to conduct business at the Airport, and

WHEREAS, County is willing, subject to the terms of this Permit, to grant Permittee the right to allow Participating Drivers to conduct certain business activities at the Airport, including picking up and dropping off passengers at the Airport in designated vehicles,

NOW, THEREFORE, for and in consideration of the terms and conditions in this Permit, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and TNC agree as follows:

SECTION 1  
Definitions, Term, and Fee

1.1 Definitions. Unless otherwise provided in this Permit, capitalized words or terms shall have the meaning as stated in Section 25.09 Brown Code of Ordinances.

- 1.2 Permit. Subject to all the terms and conditions included in or referred to in this Permit, County hereby grants TNC a non-exclusive revocable permit (hereinafter, the “Permit”) to operate its Transportation Network Company business at the Airport. TNC shall take all reasonable steps to ensure that all Participating Drivers comply with all aspects of this Permit.
- 1.3 Term. The Permit shall be in effect and the Permit valid from the date of issuance until the last day of February, 2019. TNC may not assign the Permit.
- 1.4 Fees. Upon execution of this Permit, TNC Company shall pay County the sum of \$200.00 per TNC Vehicle it operates at the Airport, or \$2,000.00, whichever is less. Unless waived by the Airport Director, a decal shall be issued for each TNC Vehicle for which the fee was paid. If a Permit has been issued to a TNC and the foregoing fee paid and the fee paid was less than \$2,000.00, and thereafter the TNC desires to operate additional TNC Vehicles at the Airport, then prior to such operation, the TNC shall pay a fee of \$200.00 and upon payment of such fee, a decal shall be issued for that TNC Vehicle. Decals issued hereunder are “vehicle specific,” that is the decal shall be valid only for the vehicle for which it was issued. The decal shall be valid from the date of issuance until the last day of February, 2019. The decal shall be on display (as hereinafter provided) for the vehicle for which it was issued. The fees under this subparagraph shall not be prorated even if the applicable term is for less than a full year.

Provided that if a decal has been issued for a given TNC Vehicle and that TNC Vehicle is removed from service and no longer used as a TNC Vehicle (a “Decommissioned TNC Vehicle”) and the TNC replaces the Decommissioned TNC Vehicle with a different TNC Vehicle (the “Replacement TNC Vehicle”), then upon application to the Airport Director and surrender of the decal issued for the Decommissioned TNC Vehicle, a decal shall be issued for the Replacement TNC Vehicle without payment of an additional fee.

- 1.5 Decal Display. The decal shall be mounted on the lower left-hand corner of the windshield of the TNC Vehicle for which it was issued; the left corner being on the driver’s left when seated behind the wheel. The decal shall only be displayed on the TNC Vehicle for which it was issued; the decal shall not be transferred or displayed on any other TNC Vehicle.

## SECTION 2

### Rules and Regulations; Policies and Procedures

- 2.1 Compliance with Laws. TNC and Participating Drivers shall remain in compliance with all applicable laws, ordinances, and regulations of the United States, the State of Wisconsin, and Brown County, including but not limited to, Wisconsin Statutes

§§ 440.40 to 440.495, entitled “Subchapter IV: Transportation Network Companies,” and the applicable provisions of Brown County Code of Ordinances Section 25.09, or the most current version of these statutory or code sections. TNC shall immediately notify County if, at any time, it no longer complies with any applicable laws, ordinances, and regulations including, but not limited to, Wisconsin Statutes §§ 440.40 to 440.495, or the applicable provisions of Brown County Code of Ordinances Section 25.09, or the most current version of these statutory or code sections. No Participating Driver shall be allowed to conduct commercial ground transportation activities at the Airport unless the TNC has been authorized to conduct business at the Airport and unless waived, a decal has been issued for the vehicle.

- 2.2 Rules and Directives. Participating Drivers shall obey all Airport security rules and directives issued by the Airport, the County Contractors (including but not limited to contract security personnel), or by the Transportation Security Administration.
- 2.3 Passengers with Disabilities. With respect to passengers with disabilities, TNC and Participating Drivers will throughout the term of this Permit be in compliance with applicable federal, state, and local rules, regulations, and statutes, including applicable provisions of the Americans with Disabilities Act (“ADA”) 42 USC Sec. 12101, *et seq.*
- 2.4 TNC Representative. A TNC representative shall be immediately available via telephone or email to Airport staff at all times while this Permit is in effect.
- 2.5 THIS PARAGRAPH INTENTIONALLY LEFT BLANK.
- 2.6 Electronic Identification. Participating Drivers must possess an Electronic Identification issued by TNC and present it to Airport staff upon request.
- 2.7 TNC Vehicles/Participating Driver Conduct. TNC acknowledges that Participating Drivers and their vehicles will experience direct interaction with Airport customers and therefore the highest standards of appearance, competence, integrity, reliability, and courtesy are required. TNC Vehicles and Participating Drivers shall comply with the requirements of Sections 25.09(22) and (23), Brown County Code of Ordinances.
- 2.8 Staging Area/Loading Area. TNC and Participating Drivers may conduct commercial ground transportation activity in the common road areas of the Airport, and the areas set aside, and specifically designated, as commercial ground transportation staging and loading areas. In this respect:
  - a) The Airport Director or his/her authorized designee may, at anytime and for any reason, relocate the commercial ground transportation areas.

- b) The Airport Director or his/her authorized designee may identify specific areas of the Airport property to be used by Participating Drivers waiting for arriving passengers, and further may prescribe other rules as needed to address safety, security, and congestion issues associated with persons meeting arriving passengers.
- c) The Airport Director or his/her authorized designee may designate a staging/holding area (the "Staging Area") (currently the Cell Phone Lot) and an area in front of the terminal (the "Loading Area") for passenger pickup and drop off. Participating Drivers arriving at the Airport shall park or wait in the Staging Area while waiting for a signal to pick up a passenger. If no spaces are available in the Staging Area, Participating Drivers must immediately exit Airport property.
- d) Participating Drivers may only proceed to the Loading Area (as the same is designated by the Airport Director) after they have received a ping to pick up a specific passenger. No TNC Vehicles may be present in the Loading Area without demonstrable proof that is in the process of picking a specific passenger. If no space is available in the Loading Area, Participating Drivers must immediately exit Airport property. Unless otherwise posted, no Participating Driver may remain in the Loading Area for more than ten (10) minutes. If Participating Driver does not accept a ride within the ten (10) minute time limit, the Participating Driver must immediately exit the Loading Area.
- e) The use of commercial ground transportation areas shall be on a first come, first served basis.
- f) Parking in areas not referenced in this section may result in a citation.

2.9 Access Restriction. County reserves the right to limit or restrict access by TNC Vehicles to any area of the Airport, with or without prior notice, for reasons of safety and security of the general public, construction or renovation work at the Airport, or natural disasters. Other limitations or restrictions may be imposed by the Airport Director upon fifteen (15) days written notice to TNC. TNC and Participating Drivers waive any claim for damages or other relief against the County resulting from any limit on access to the Airport.

2.10 Refusal to Transport. No Participating Driver shall refuse to transport a passenger without good cause or fail to follow the direction of Airport employees or law enforcement or security personnel in the operation of a vehicle or the conduct of commercial ground transportation activity.

- 2.11 No Solicitation. No Participating Driver shall solicit business from the Airport or other locations on the Airport in any manner whatsoever.
- 2.12 False Information. No Participating Driver shall give false or misleading information concerning the terms of the TNC service or any competitor's service, including destinations served and fares for commercial ground transportation services.
- 2.13 Driver Proximity. Participating Drivers shall remain within ten (10) feet of their vehicle and shall not loiter outside their vehicle or in the public areas, including the Airport terminal building, unless the specific duty of assisting passengers in loading or unloading warrants such deviation and except as may be required by reason of personal necessity.
- 2.14 Vehicle Condition. Participating Drivers shall, at all times, keep their vehicle in a neat, clean, and good mechanical condition. The vehicle shall be subject to inspection by the County at all reasonable times.

SECTION 3  
Restrictions

- 3.1 Authorized Parking. This Permit does not authorize TNC Vehicles to park on Airport property or to have an office or station on Airport property, except as otherwise authorized herein or by separate authorization of the Airport Director or his or her authorized designee. Any commercial activity not expressly authorized under the terms of this Permit, or by separate authorization of the Airport Director is expressly prohibited.
- 3.2 Prohibited Waiting or Parking. Except as authorized in Section 2, above, Participating Drivers may not pause, wait, or park their vehicle in any other area of the Airport. Participating Drivers are not allowed to stage vehicles in the Loading Area, other parking lots or areas, or anywhere else on Airport property with the exception of the Staging Area.
- 3.3 No Solicitation. Neither TNC nor Participating Drivers, agents, or employees shall solicit customers on Airport property, nor engage in any activities (except for the placement of paid advertisement) at the Airport intended to persuade members of the public to use its vehicles and/or services.
- 3.4 Inside Meeting. The meeting and greeting of passengers inside the terminal by Participating Drivers, agents, or employees is prohibited.
- 3.5 Security Status. The security status of the Airport is subject to change without

notice from time to time. As a result of a change in security status or in response to an emergency, changes may be made without advance notice in the operations of the Airport affecting ground transportation, notwithstanding the specific content of this Permit. The operations affected may include, without limitation: designated Staging Area, designated Loading Area, and the amount of time allowed for vehicles to stand or dwell at curbside. Directives issued to Airport users by any police officer, Airport security personnel, or other authorized Airport personnel, pursuant to any such change in security status or emergency shall be obeyed.

- 3.6 Roadway Access/Passenger Pickup. Participating Drivers shall not operate upon any commercial roadway at Airport except as provided in this Permit. Participating Drivers may only pick up terminal building passengers in the Loading Area.
- 3.7 Directive Compliance. No Participating Driver operating on Airport property shall fail to obey any lawful directive of any police officer, security personnel, County Contractor or other authorized employee of the Airport. Authority is hereby vested in the Airport Director and his/her designee to enforce the regulations contained in this Permit taking all action necessary or appropriate to carry out the functions assigned to them in this Permit including, for example, controlling vehicular traffic upon the Airport, directing motor vehicle movements within the Loading Area, and requiring the removal of motor vehicles from the Loading Area, in order to alleviate congestion.
- 3.8 Other Prohibited Activities. Without limiting the generality of other provisions of this Permit, the following activities are prohibited by TNC, Participating Drivers, TNC's employees or independent contractors:
- a) Turning off or disabling a TNC mobile app when a TNC Vehicle is on Airport property.
  - b) Operation of a TNC Vehicle on Airport roadways by an unauthorized driver.
  - c) Picking up terminal building passengers or their baggage at any terminal location other than the Loading Area.
  - d) Leaving a TNC Vehicle unattended except as may be required by reason of personal necessity.
  - e) Transporting a TNC passenger in a non-TNC Vehicle.
  - f) Failing to maintain the interior and exterior of the TNC Vehicle in a clean condition.
  - g) Littering on Airport property.

- h) Failing to provide information or providing false information to law enforcement or Airport personnel.
- i) Soliciting passengers on Airport property.
- j) “Cruising” anywhere on Airport roadways.
- k) Using or possessing any alcoholic beverages or dangerous drugs or narcotic while on Airport roadways.
- l) Failing to operate a TNC Vehicle in a safe manner as required by the Wisconsin Vehicle Code.
- m) Failing to comply with posted speed limits and traffic control signs.
- n) Using vulgar or profane language in the presence of any member of the public; expectorate on floors, walls, or other surfaces of any Airport facility.
- o) Soliciting for or on behalf of any hotel, motel, club, nightclub, or other business.
- p) Soliciting of activities prohibited by the Wisconsin Criminal Code.
- q) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment as defined in the Wisconsin Vehicle Code.
- r) Disconnecting any pollution control equipment.
- s) Double parking on Airport roadways.
- t) Operating a TNC Vehicle at any time during which the TNC’s or Participating Driver’s authority to operate has been suspended or revoked.
- u) Engaging in any criminal activities.
- v) Allow any other person, except a passenger/patron, to ride in the vehicle, except while training a new driver.
- w) Allow any pets or animals, other than the pets or animals of a passenger or patron employing the vehicle, to occupy or ride in the vehicle.
- x) Drivers of vehicles shall be neat and clean and well-groomed in appearance

and suitably dressed.

SECTION 4  
Discrimination

- 4.1 Discrimination. In connection with the activities under this Permit, TNC agrees not to refuse to hire, nor to discharge, promote or demote, or to discriminate in any manner of compensation, terms, conditions, or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

SECTION 5  
Waiver, Indemnity, and Insurance

- 5.1 Waiver. TNC covenants and agrees that County shall not at any time to any extent whatsoever be liable, responsible or in any way accountable for, and TNC waives and releases any claim (including any claims for contractual or implied indemnity) against County, for losses which occur anytime after the effective date of this Permit may be suffered or sustained by TNC which (a) arise out of TNC's operations, or (b) are caused in whole or in part by any act or omission (whether negligent, non-negligent, or otherwise) of TNC or Participating Drivers, whether or not such loss shall be caused in part by any act, omission, or negligence of any County entity, except if caused solely by the gross negligence or willful misconduct of the County.
- 5.2 Indemnity. In addition to, and not in limitation of the foregoing, TNC shall, to the maximum amount allowed by law, indemnify and save harmless the County and its officers, agents, and employees and, if requested, shall defend them from and against any and all losses caused in whole or in part by (a) any act or omission of TNC or Participating Drivers, (b) TNC's or Participating Drivers' operations at the Airport, or (c) any default by TNC or Participating Drivers in the observance or performance of any of the terms, covenants, or conditions of this Permit, whether or not such losses shall be caused in part by any act, omission, or negligence of County or any County entity, except to the extent caused by the negligence or willful misconduct of the County or its employees, officers, or agents. The foregoing indemnification obligation is contingent upon County providing TNC with (i) reasonably prompt written notice of any potential claims subject to indemnification hereunder, (ii) sole control over the defense and settlement of each such claim (provided that TNC will not settle or compromise any claim without



written consent of Airport, which consent shall not be unreasonably withheld, conditioned, or delayed), and (iii) reasonable cooperation, at TNC's expense, in the defense and settlement of a claim.

- 5.3 Losses. For the purposes hereof "Losses" shall mean any and all losses, liabilities, judgments, suits, claims, damages, costs, and expenses (including reasonable attorney fees, investigation costs, remediation costs, and court costs) of any kind or nature.
- 5.4 Notices. Without limiting the foregoing waiver and indemnity, each party hereto shall give to the other reasonably prompt and timely notice of any Loss coming to its knowledge.
- 5.5 Insurance. TNC acknowledges and agrees that the insurance coverages required hereunder are mandatory. Upon execution of this Permit, TNC shall furnish to the Airport Director evidence in the form of an insurance certificate, that TNC carries current insurance in a company eligible to do business in the State of Wisconsin, insuring the TNC and Participating Drivers doing business at the Airport, against loss or damage that may result to any person or property, all in compliance with the provisions of § 440.48, Wis. Stats., including, but not limited to, the coverages required while a Participating Driver is logged on to the TNC's digital network and is available to receive transportation requests but is not engaged in transportation network services and the insurance requirements which apply while a Participating Driver is engaged in transportation network services.
- 5.6 Form of Policies. All liability insurance policies shall be endorsed to provide the following:
- a) Provide as additional insured via blanket endorsement the County, the Airport, and all of the officers, agents, and employees of each of them (collectively "Additional Insureds").
  - b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought. No other insurance maintained by County will be called upon to contribute to a loss covered thereby.
  - c) The term "the insured" is used severally and not collectively, and the insurance afforded under the liability coverage applies separately to each insured against whom claim is made or suit is brought, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.
  - d) All policies shall provide that the insurance company shall provide thirty (30)

days prior written notice to County of cancellation or reduction in coverage limits, delivered to County at County's notice address. Upon execution of this Permit, TNC shall provide evidence to County of proof of insurance coverage for a minimum period of ninety (90) days.

- 5.7 Subrogation. Notwithstanding anything to the contrary herein, TNC waives any right of recovery against the County for any loss or damage to the extent the same is covered by TNC's Worker's Compensation and property insurance. TNC shall obtain from its insurer a waiver of subrogation that the insurer may have against the County or any Additional Insureds in connection with any loss covered by TNC's property insurance policy.

SECTION 6  
Notices

- 6.1 County Notice. All notices required to be given to the County under this Permit shall be in writing and shall be sent by U.S.P.S. certified mail, return receipt requested, to:

Airport Director  
Green Bay Austin Straubel International Airport  
2077 Airport Drive, Suite 18  
Green Bay, WI 54313-5596

- 6.2 TNC Notice. All notices required to be given to TNC hereunder shall be in writing and shall be sent to the agent identified below by U.S.P.S. certified mail, return receipt requested, addressed to:

TNC's Agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 6.3 Notice Change. Either County or TNC may, from time to time, designate in writing the address of substitute or supplementary persons to receive such notice. The effective date of service of any notice shall be the date such notice is mailed.

SECTION 7  
Driver Identification

- 7.1 Identification. Each Participating Driver will maintain, on his or her smart phone, a "digital decal" while using the app on the Airport that will be used to substitute for a tangible airport transponder. The digital decal will allow the Airport, at any and

all times, to confirm the following information for any Participating Driver using the app while operating at the Airport:

- a) Participating Driver identity and color photo;
- b) Vehicle make and model;
- c) License plate number;
- d) Certificates of insurance in compliance with state law and this Permit.

## SECTION 8 Violations

- 8.1 Violations. In this Section 8, the term “violation(s)” shall mean failure by TNC, Participating Drivers, or a TNC Vehicle to comply with (i) County, State, or Federal laws including, without limitation, Section 25.09 Brown County Code of Ordinances, (ii) the rules and regulations established by the Airport as amended from time to time by the Airport Director, or (iii) the terms and conditions of this Permit, including, without limitation, failure to pay the required fees in the manner prescribed in this Permit.
- 8.2 Suspension or Revocation (Notice). Except as provided in subsection 8.3, in the event of a violation, the County or Airport Director may suspend or revoke this Permit or the ability of a given Participating Driver to operate at or from the Airport, upon ten (10) days advance written notice to TNC and, if applicable, to the Participating Driver, wherein the reasons for suspension or revocation are stated. In such notice the County or Airport Director may, in its/his/her discretion, allow a specified period of time for the stated violation(s) to be corrected and if timely corrected, then the suspension or revocation shall not occur.
- 8.3 Suspension or Revocation (No Notice). In the event (i) a violation threatens to disrupt the orderly operation of the Airport, (ii) repeated violations, or (iii) violations that involve, cause, or threaten to cause a disturbance, altercation, or dispute, whether verbal or physical, with the public, agents or employees of any aviation or transportation company (including specifically another ground transportation provider), employee, agents, or officers of the County (including specifically law enforcement or Airport Public Safety Officers) then the Airport Director may, in his/her absolute discretion, immediately suspend or revoke this Permit, or the ability of a given Participating Driver to operate at or from the Airport, or take such other action that the Airport Director deems appropriate.
- 8.4 Additional Remedy. In addition to, and not in lieu of action under subsections 8.2 and/or 8.3, in the event of a violation, the County may proceed under Section 25.09(26) Brown County Code of Ordinances.

SECTION 9  
Governing Law

- 9.1 Governing Law/Venue. This Permit is made under and shall be governed by the laws of the State of Wisconsin, without regard to conflicts of law principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Permit shall be proper and lie exclusively in the Circuit Court in and for Brown County, Wisconsin.

SECTION 10  
Assignment and Subletting Prohibited

- 10.1 Assignment. TNC shall not assign, encumber, sublet or otherwise transfer its rights and obligations under this Permit without the prior written authorization from Airport, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, this section shall not be interpreted to preclude the assignment of this Permit to a parent, subsidiary, or merged company, if such parent, subsidiary, or merged company assumes all rights and obligations of this Permit. TNC shall provide written notice of such assumption to the Airport regarding the proposed assumption by the parent, subsidiary, or merged company thirty (30) days prior to the effective date of such assignment.

SECTION 11  
Non-Discrimination

- 11.1 Non-Discrimination. TNC hereby agrees for itself, its successors in interest and assigns to operate its services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Office of the Secretary, Part 21 non-discrimination and federally-assisted programs of the Department of Transportation as more fully provided in Title IV of the Civil Rights Act of 1964 as amended.

SECTION 12  
Requirements of the United States

- 12.1 Federal Law. This Permit shall be subject to and subordinate to the provisions of any existing or future agreement between the Airport and the United States or any agency thereof, including, but not limited to, the Federal Aviation Administration (FAA) and/or Transportation Security Administration (TSA), relative to the

development, operation, or maintenance of the Airport. The Airport will, to the extent permitted by law, use its best efforts to cause such agreements to include provisions protecting and preserving the privileges of TNC to use the premises

SECTION 13  
Compliance with Laws

- 13.1 Compliance. TNC shall comply with all rules and regulations of the Airport and laws, regulations, and ordinances of federal, state, county governments, which are applicable to the TNC's operations under this Permit. The Permit may be terminated by the Airport Director for failure to comply with this Section.
- 13.2 Fines and Penalties. If Airport incurs any fines and/or penalties imposed by the FAA, TSA, or any other federal, state, or local agency, or any expense in enforcing the regulations of the FAA, TSA, and/or Airport Security Program as a result of the acts or omissions of TNC or Participating Drivers, TNC agrees to pay and/or reimburse all such costs and expense. TNC further agrees to rectify any deficiency as may be determined as such by such federal, state, or other governmental agency. The Airport reserves the right to take whatever action is necessary to rectify any security deficiency, in the event TNC fails to remedy the security deficiency.

SECTION 14  
Attorney Fees

- 14.1 Attorney Fees. In the event any fee hereunder is collected through an attorney or the Airport is assessed a fine or other penalty by another governmental agency as a result of TNC or a Participating Driver's actions, or any litigation is commenced or maintained as a result of TNC's breach of any provision of this Permit, TNC agrees to pay the Airport's reasonable attorney fees, expenses, and court costs.

SECTION 15  
Severability

- 15.1 Severability. Should any section or subsection of this Permit be held invalid as a matter of law, none of the remaining sections or subsections shall be affected thereby and such remaining sections or subsections shall remain in full force.

SECTION 16  
Entire Permit

- 16.1 Entire Permit. Each party acknowledges that it has read this Permit, understands it, and agrees to be bound by its terms and further agrees that it is the complete and

exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the parties relating to the subject matter of this Permit. This Permit may not be modified or altered except by a written instrument duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as of the day and year first-above written.

**BROWN COUNTY:**

GREEN BAY AUSTIN STRAUBEL  
INTERNATIONAL AIRPORT

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Thomas W. Miller, Airport Director

**TNC COMPANY:**

\_\_\_\_\_  
Dated: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
(Print name)