

# GLACIER PARK INTERNATIONAL AIRPORT

## AIRPORT GROUND TRANSPORTATION OPERATING ACCESS AGREEMENT

THIS AGREEMENT, made and entered in the County of Flathead, State of Montana, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Flathead Municipal Airport Authority, herein-after referred to as the "Authority" and \_\_\_\_\_, hereinafter referred to as the "Operator".  
(Print Legal Business Name)

WHEREAS, the Authority does own, maintain and operate Glacier Park International Airport, and,

WHEREAS, the Authority desires to establish equitable and reasonable procedures, and regulations for conferring the privileges of conducting business on the airport property;

THEREFORE, the Authority, by Resolution and Policy requires that any person or business which conducts any commercial activity on the airport must be authorized by permit, agreement, or contract with the Authority to conduct such business or activity upon the airport.

### ARTICLE I

#### GENERAL PRIVILEGES, USES & RIGHTS

The Authority herein grants to the Operator the non-exclusive right and privilege to operate a limousine/taxi/charter bus service for public hire at Glacier Park International Airport.

### ARTICLE II

#### TERM

The term of this Agreement shall be for a period beginning January 1, 2023 and extending to December 31, 2023.

### ARTICLE III

#### FEES AND OTHER PAYMENTS

Operator shall pay to Airport, for the privilege of operating at the Airport, an amount equal to three dollars (\$3.00) per Trip ("Per Trip Fee") anytime Operator enters any area on airport property and makes one or more stops to pick-up or drop-off one or more passengers.

### ARTICLE IV

#### TIME OF REPORTING, RECORDS & PAYMENT

Within twenty (20) days after the close of each calendar month of the term of this agreement, Operator shall submit to Authority the electronic monthly Activity Report (Exhibit A) reflecting the total number of Trips made on airport property by Operator during the preceding month, along with payment of the Per Trip Fee. Authority reserves the right, at Authority's

expense, to audit the Operator's books and records of receipt at any time for the purpose of verifying number of Trips made by Operator on airport property. If, as a result of such audit, it is established that Operator understated the number of Trips by three percent (3%) or more, Authority may terminate this Agreement and all rights, privileges and accesses herein granted. Payment of the Per Trip Fee for the preceding month shall be made to the Airport no later than the twentieth (20<sup>th</sup>) day of the following calendar month. Payment of the monthly Per Trip Fee which is not received by the twentieth (20<sup>th</sup>) day of the month shall be subject to a late charge of ten percent (10%) of the total payment due and unpaid (total amount of all Per Trip Fees due) which shall be added to the payment, and the total sum shall become immediately due and payable to the Airport.

ARTICLE V  
BUSINESS PRACTICES

Operator will meet the following operational specifications:

1. Operational Schedule:
  - a. Meet or be able to meet any incoming commercial flight.
  - b. Be able to deliver passengers to requested Whitefish, Columbia Falls, Kalispell and other valley destinations, commercial and residential.
2. Operating Authority:
  - a. Must possess all federal, state and local licenses and permits to operate vehicles transporting passengers for hire.
  - b. Be able to accommodate or refer handicapped passengers as requested.
  - c. Must park in areas designated by airport management.
  - d. Must obtain a vehicle permit and sticker for each vehicle accessing airport.
3. Vehicle Condition Requirements
  - a. Kept in excellent mechanical condition.
  - b. Kept clean by washing, cleaned and freshened inside.
  - c. Interior paneling, floors, handrails, steps, headliner, seats and windows kept in excellent condition.
  - d. Exterior paint, decals, lettering, wheel covers, trim, tires, bumpers and lights kept in excellent condition.
  - e. Airport administration reserves the right to inspect and if deemed necessary require the operator to clean or repair any vehicle found less than acceptable.
  - f. Any vehicle found not fully operational or in an unsafe condition or having sustained interior or exterior damage which substantially affects appearance, comfort, or performance must be removed from service until repaired.
4. Driver Appearance and Abilities:
  - a. Must have current, valid driver's license as required by state law.
  - b. Must have a safe driving record.
  - c. Must be uniformed or wear similar identification showing that driver represents the

- carrier.
- d. Must be clean, neat and present a well-groomed appearance and pleasant attitude at all times.
5. Insurance:
- a. Must have in force and provide proof thereof automobile liability insurance coverage with a combined single limit per occurrence of not less than one million dollars (\$1,000,000.00). Flathead Municipal Airport Authority shall be named as additional insured. Worker's Compensation insurance in amounts and with coverages required by Montana law, unless written proof of exemption is provided to Authority.
6. Fare:
- a. Operator shall not actively solicit fares on airport property. Operator may stand in the airport terminal- just inside Door 4 – with a sign which either lists the name of fares that have prearranged pick-up or, which states "FOR HIRE".

## ARTICLE VI

### RESPONSIBILITIES OF AUTHORITY

The Authority will operate, promote and maintain the airport facilities in the manner usual for a public use commercial airport. The Authority will provide signs or other means of making the public aware of all ground transportation services available.

## ARTICLE VII

### ACCESS

Subject to airport operating procedures adopted by the Authority, the Authority grants to the Operator the right to use in common with others authorized to do so the designated areas for ground transportation for hire passenger drop-off and pick-up. In the event of any on-airport conflict between the Operator named in this Agreement and any other tenant, lessee or operator as to on-airport services, accesses, or facilities, the Operator agrees to abide by reasoned decision of the Authority.

## ARTICLE VIII

### TERMINATION

Upon failure of the Operator to pay the Per Trip Fee at the time and in the manner herein set forth or upon the default by the Operator in the performance of any of the other terms or conditions of the Agreement, the Authority may at its own option, terminate this Agreement and all rights, privileges and accesses herein granted.

## ARTICLE IX

### INDEMNIFICATION

Operator hereby agrees to indemnify the Authority, its Commissioners, Officers, and

Employees, against any loss or expense arising out of the Operator's use of a vehicle on the airport. Operator must present a copy of their proof of insurance. Flathead Municipal Airport Authority shall be named as additional insured.

ARTICLE X

NON-TRANSFERABLE

The authority granted to Operator herein shall not be transferred or assigned without the prior written consent of the Authority. The Authority may cancel this permit at any time.

ARTICLE XI

NOTICE

Service of all notices required under terms hereof shall be deemed complete and effective upon being deposited in the United States mail certified, with postage prepaid directed to either:

AUTHORITY

Airport Director  
Flathead Municipal Airport Authority  
4170 Hwy 2 East, Box 1  
Kalispell, Montana 59901

OPERATOR

\_\_\_\_\_ (Business Name)  
\_\_\_\_\_ (Business Mailing Address)  
\_\_\_\_\_ (Business City, State, Zip)

until either party shall give notice in writing to the other of change of address.

ARTICLE XII

NONDISCRIMINATION, HANDICAPPED and OTHER FEDERAL REQUIREMENTS

Operator agrees that (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (ii) in the consideration of any improvements on, over, or under such land, that the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (iii) operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Parts 21 and 23, non-discrimination in Federally assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Operator shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex or national origin. Operator shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service. Operator may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

Noncompliance with provisions above, after written findings, shall constitute a material breach thereof, and in the event of such noncompliance, the Authority shall have the right to terminate this lease and the estate hereby created, without liability thereof, or at the election of the Lessor or the United States, either or both said Governments have the right to judicially enforce said Provisions.

ARTICLE XIII

MISCELLANEOUS

This Agreement is being executed and delivered in the State of Montana and shall be construed and enforced in accordance with the laws of the State of Montana. In the event of a dispute under this Agreement, the parties agree to the jurisdiction of the courts of the State of Montana and agree that venue shall be in Flathead County, Montana. In the event of a dispute under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. The failure of a party to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver or relinquishment of any such terms or conditions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified except by an instrument in writing signed by the parties. This Agreement may not be assigned by Operator without the prior written consent of FMAA.

IN WITNESS THEREOF, the parties set their hand on the date shown.

\_\_\_\_\_  
(OPERATOR – PRINT BUSINESS NAME)

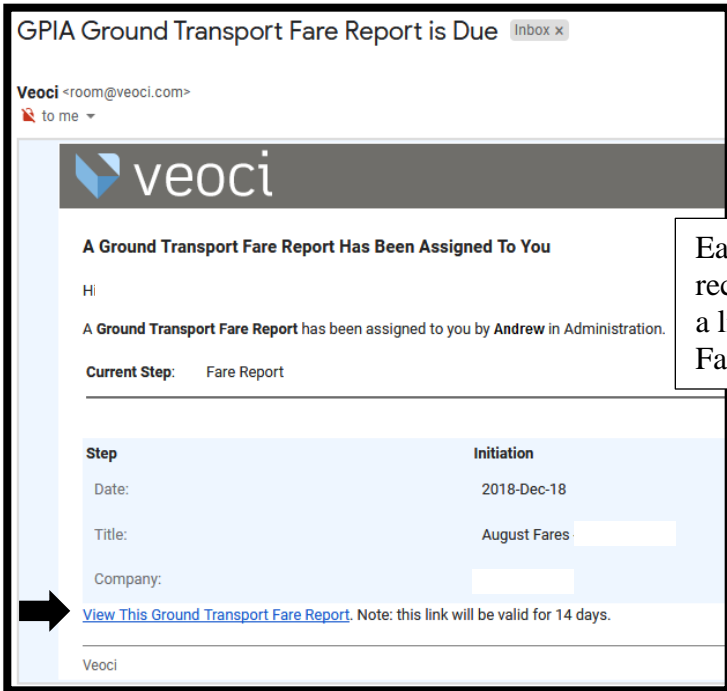
By \_\_\_\_\_  
(OPERATOR – SIGNATURE)

Its \_\_\_\_\_  
(PRINT TITLE)

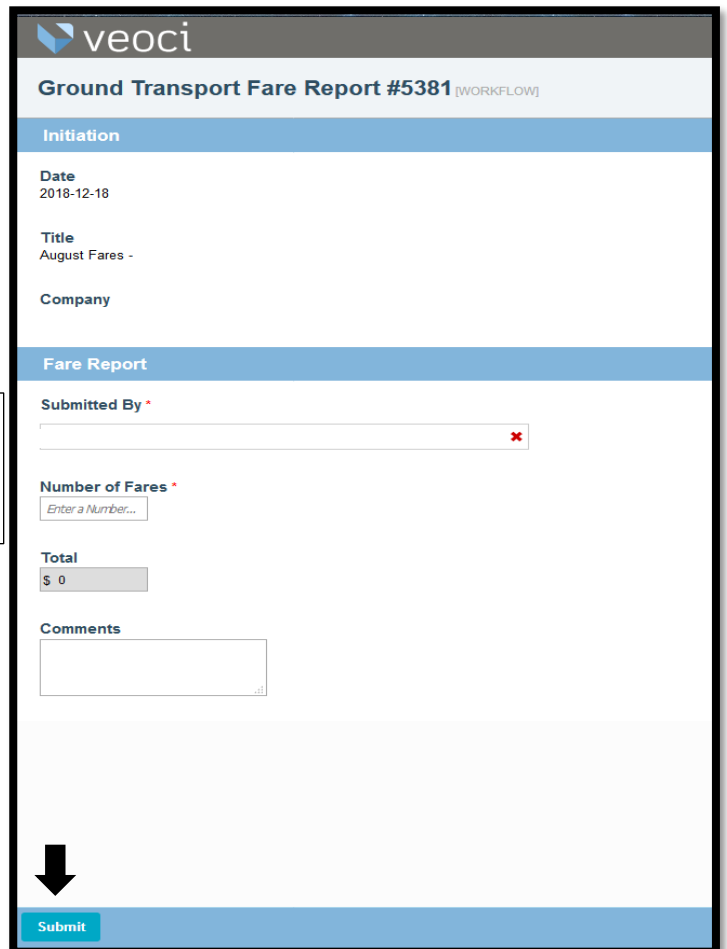
**FLATHEAD MUNICIPAL AIRPORT AUTHORITY**

By \_\_\_\_\_  
Robert Ratkowski, Airport Director

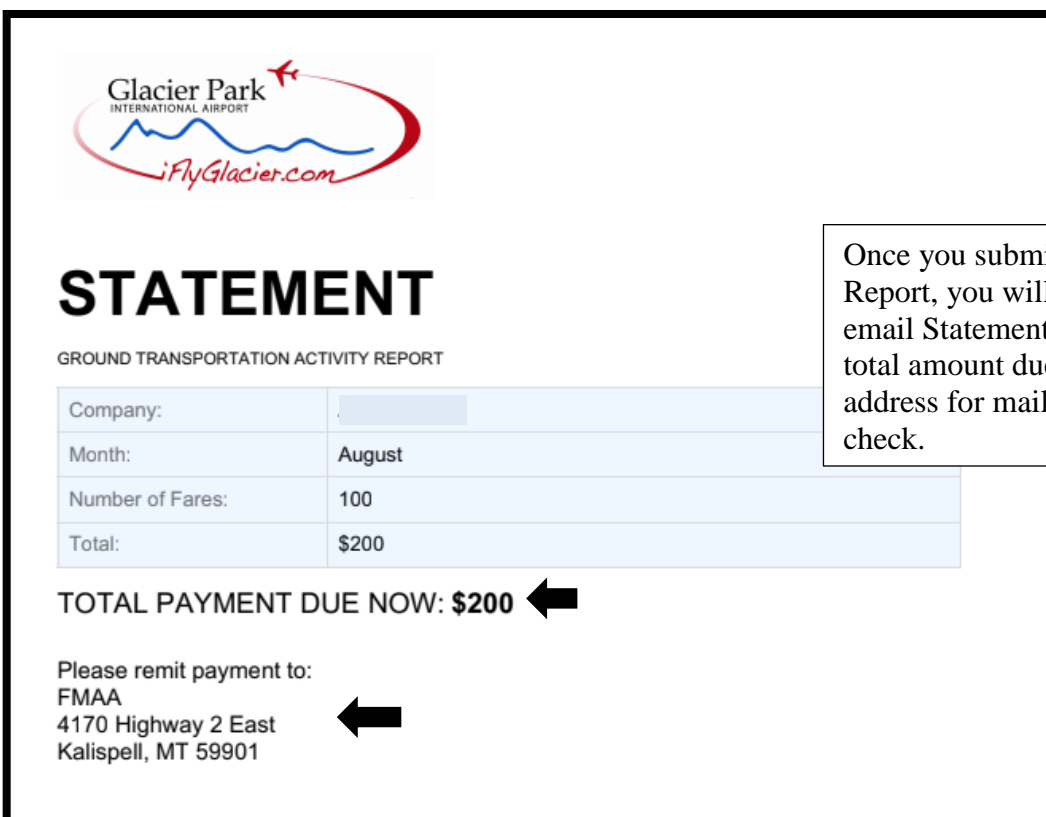
# EXHIBIT A



Each month, you will receive an email containing a link for submitting your Fare Report.



Enter the total number of trips on the Fare Report and click Submit.



Once you submit your Fare Report, you will receive an email Statement showing the total amount due and the address for mailing your check.