

# Lee County Port Authority Courtesy Shuttle Application/Permit

## Type of Permit

(check appropriate boxes)

Courtesy Hotel Shuttle Service		Off Airport Service Provider	
Business owned (no sub-contract)		Rental Car Company	
Flight Crew Pick Up only		Parking and/or Parking shuttle provider	
Hotel and Flight Crew Sub Contractor		Other	

## Applicant Details

Name of Applicant/Permittee \_\_\_\_\_  
 Individual \_\_\_\_\_  
 Partnership (name state of formation) \_\_\_\_\_  
 Corporation (name state of incorporation) \_\_\_\_\_  
 Limited Liability Company (name state of formation) \_\_\_\_\_  
 Trade Name \_\_\_\_\_  
 Tax ID Number \_\_\_\_\_  
 Contact Name and Title \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 Business Address (cont) \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

## Vehicle Details

The undersigned ("Applicant/Permittee"), as owner or lessee of the following vehicle(s), requests a Courtesy Shuttle Permit from the Lee County Port Authority ("Authority") to operate said vehicle(s) as Courtesy Shuttle(s) at the Southwest Florida International Airport ("Airport"): (attach additional sheet if necessary)

Year/Make	Model/Color	Seating Capacity	St. License Plate #	Transponder #	*Decal #

\*To be completed by the Authority.

Check here to be listed on the [www.flylcpa.com](http://www.flylcpa.com) website and provide additional information:

Shuttle Service Hours: \_\_\_\_\_ Contact Phone Number to be listed: \_\_\_\_\_

## **Fees**

### Per Trip Fees

Applicant/Permittee will pay the Authority a trip fee of \$3 for each departure from the Airport. The method of billing and collection of said trip fee shall be determined by the Authority. Fees are non-refundable and are subject to revision by the Authority on thirty (30) days' notice.

### Dwell Time Fees

Vehicles are allowed in the designated pick up area for up to fifteen minutes at a time. Vehicles remaining in the designated pick up area for fifteen minutes or more are subject to a charge of an additional trip fee for each fifteen minutes in excess of the original trip transaction period.

## **Conditions**

As a condition of the issuance of this permit, the undersigned Applicant/Permittee agrees to comply with the following permit conditions. Violation of any condition may be grounds for immediate revocation of this permit. This permit will allow Applicant/Permittee the privilege of utilizing the above-listed vehicles at the Airport to pick up passengers at no cost to the passenger in locations designated by the Authority's Executive Director or his/her designee.

1 Vehicle Additions / Deletions

Requested additions or deletions to the vehicle list must be made to the Authority in advance and in writing. Operation on the Airport of a vehicle not listed above, or approved in writing by the Authority for addition to this permit, may result in immediate revocation of this permit.

2 Insurance and Hold Harmless

Each vehicle must be covered by valid comprehensive general liability and automobile liability insurance policies covering all owned, non-owned and hired vehicles, in an amount equal to or greater than \$1,000,000.00 combined single limit. Worker's compensation coverage as required by state law and employers liability insurance is required in an amount not less than \$100,000.00 each accident. Said insurance shall name Lee County Port Authority as additional insured and provide for thirty (30) days advance written notice to Authority of any material change or cancellation of coverage. Certificates evidencing same shall be attached to this form.

By accepting a permit the Operator agrees to indemnify, defend and hold Lee County, the Authority, and their respective boards, officers, agents and employees free from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury or damage to any person or persons or damage or destruction to property or loss of use thereof, whether it be the person or property of Permittee, its agents, or employees or any third persons, from any cause or causes whatsoever arising from Permittee's operation.

3 Registration and Fees

Applicant/Permittee must register each vehicle. A registration year is October 1<sup>st</sup> through September 30<sup>th</sup>. The method of billing and collection of the trip fee, as stated above, shall be determined by the Authority. Fees are non-refundable.

4 Vehicle Size and Type

Each Courtesy Shuttle must not be a passenger sedan (5 or less passengers) and must be appropriately marked for the hotel for which it is providing shuttle service. Sedans, limousines, stretched limousines, executive cars, black cars and other similar sedan-based or crossover vehicles normally reserved for pre-arranged transportation are prohibited in the Commercial Transportation Plaza (CTP). A six (6) passenger minivan or larger is the smallest size of vehicle allowed in the CTP.

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- 5     Transponders  
The older model Lee Way model number IT 2221 Allegro Protocol (puck-type) transponders or the current Lee Way issued Sego Protocol (sticker-style) are used to ingress/egress the CTP at the Airport. Permittee is responsible for obtaining these transponders at their own cost from a company such as Lee Way. Sego Protocol transponders may also be obtained from the Authority for a cost of \$10.
- 6     Compliance with Laws  
Each vehicle will be operated in accordance with the laws of the State of Florida, Lee County Ordinances, and all rules, regulations, ordinances, resolutions, and directives of the Authority or its authorized representatives.
- 7     Criminal Background Check  
Applicant/Permittee certifies that each driver has gone through a criminal background check and the company owner/manager applying for this permit must sign and turn in to the Authority the attached affidavit of background check as part of this Application. Applicant/Permittee shall verify at least every twelve months thereafter that each driver has not been found guilty or convicted of any crime listed in the Affidavit.
- 8     Permittees' Obligations  
Applicant/Permittee is responsible for ensuring that its drivers and other representatives are aware of, and comply with, all of the Airport rules and regulations. Airport representatives will enforce rules on meet-greet (drivers must remain with the vehicle), solicitation (prohibited), parking location (within specified areas), and CTP dwell time (fifteen minutes). Failure to comply may result in the loss of authorized privileges or revocation of the Courtesy Shuttle Permit. Vehicles with apparent safety defects will not be allowed to pick up passengers. In the Authority's opinion, vehicles which exhibit poor appearance, or which have significant defects (e.g., no air conditioning) may be asked to leave Airport premises, and may not return until corrective action is taken.
- 9     Discrimination  
No person on the grounds of race, color, age, religion, sex, national origin, or handicap will be excluded from participation in, or denied the use or benefits of, Permittee's operations or otherwise be subjected to discrimination.
- 10    Authority's Obligations  
The Airport premises must be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended.
- 11    Validity  
This Permit will be valid only if signed by the Authority's Executive Director or his/her designee. This permit expires on September 30<sup>th</sup> of the current fiscal year.
- 12    Reports  
The Applicant/Permittee regulated under this permit may be required to submit airport activity reports to the Operations Department in a manner and form prescribed by the Authority. The report requirements may be amended from time to time by the Authority to suit the operational needs of the Airport.
- 13    Locations - General  
The commercial transportation pick up and drop off locations and identification signage locations, are all subject to the direction of the Authority's Executive Director or his/her designee and such locations may be relocated at any time to accommodate operational needs of the Authority.

- 14 Courtesy Shuttle Pick Up Location  
 Hotel shuttles will pick up customers at the existing Courtesy Hotel Shuttle locations (2) in the CTP or as may be designated from time to time by the Authority’s Executive Director or his/her designee. A vehicle operating under this permit can only pick up hotel customers in the CTP. **Any unauthorized persons, e.g. parking customers, picked up in the CTP may result in relocation of the pick up area for all customers to the off-airport pick up location.**
- 15 Off Airport Parking and Rental Car Customer Pick Up Location  
 If the company operating the permitted vehicle also maintains a car rental or parking agreement with the Authority, all customers of the business under that contract must be picked up at the Off-Airport Shuttle Pick Up Location.
- 16 Companies Operating Under the Same Corporate Umbrella  
 Upon providing the Authority with prior written notice, a company may be authorized to pick up customers for other companies under one existing permit if those companies are part of, or within the same corporate family. However, any company picking up customers for those separate companies not under one corporate umbrella may be required to obtain a separate permit.
- 17 Sub-Contracting Requirements  
 For hotels or other operators that sub-contract their transportation pick ups at the Airport, the Authority will require a copy of the contract between the hotel and the contracted transportation company, if any. Sub-contracted courtesy hotel shuttles may not perform another ground transportation function under any other permit in any other ground transportation category. Sub-contracted vehicles must be marked in accordance with the primary or contract hotel standards and colors, and these standards must be furnished to the Authority prior to approval of this permit. Allowing sub-contracting of permitted service is at the discretion of the Authority, and such operators may be denied the right to operate to/from the Airport. Sub-contractors can not be affiliated with, or any sub-set of, a company that is prohibited from operating in the CTP because of an agreement with the Authority.
- 18 Flight Crew Pick Ups  
 As a condition of any permit, the Authority may require a copy of the contract between the hotel, and the airline defining the air crew pick up arrangement, if any.
- 19 Transferability  
 Courtesy Shuttle Permits and fees are not transferable and all fees are non-refundable.

### Signatures and Execution

Applicant / Permittee

By: \_\_\_\_\_ Name  
 \_\_\_\_\_ Title  
 \_\_\_\_\_ Date

Approved by  
 LEE COUNTY PORT AUTHORITY

By: \_\_\_\_\_ Name  
 \_\_\_\_\_ Title  
 \_\_\_\_\_ Date

EFFECTIVE DATE \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

**Please send applications back to:** (via mail) Lee County Port Authority, Airport Operations, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913 or (via fax) to (239) 590-4727 or (via email) to [groundtransportation@flylcpa.com](mailto:groundtransportation@flylcpa.com).

# COMPANY AFFIDAVIT OF DRIVER'S BACKGROUND CHECK

BEFORE ME, appeared the undersigned affiant who being duly sworn upon his or her oath deposes and states that:

- 1) The Affiant, \_\_\_\_\_, manages drivers of vehicles that work as a shuttle service to/from the Airport with \_\_\_\_\_, who will be the Permittee.
- 2) The Affiant is submitting this affidavit as a condition precedent for the Applicant/Permittee to verify that the Affiant's drivers have not been found guilty or convicted, regardless of adjudication, of any of the following crimes within the past three years:
  - a) Murder, manslaughter, armed robbery, assault with a deadly weapon, or aggravated assault;
  - b) Any crime involving the sale or possession of any controlled substance as defined by §893.03, Florida Statutes;
  - c) The Florida RICO Act §§895.01 through 895.06, Florida Statutes;
  - d) Driving while intoxicated or under the influence of drugs or any other alcohol or drug related offense;
  - e) Vehicular manslaughter;
  - f) Reckless driving;
  - g) Exposure of the sexual organs or any crime defined under Ch. 796, Florida Statutes, pertaining to prostitution.
- 3) Affiant agrees that if he or she or any of the Applicant/Permittee's drivers are convicted of any of the aforesaid crimes within the next twelve months of the date of this affidavit, he or she will notify the permit holder and will not allow the operation any permitted vehicle under his authority on Lee County Port Authority property.
- 4) Affiant shall comply with and abide by all terms, provisions and conditions of the Lee County Port Authority Ground Transportation Policy and any amendments thereto.

FURTHER AFFIANT SAYETH NAUGHT.

BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ FLORIDA \_\_\_\_\_) ss:

COUNTY OF \_\_\_\_\_ LEE \_\_\_\_\_)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, by means of (check box)  physical presence or  online notarization, who is known to me personally (or provided proof of identification) in the form of a driver's license # \_\_\_\_\_ and upon being first sworn acknowledged that he/she executed the foregoing document freely and voluntarily and for the purpose therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC