

**CHARTER (TCP)
GROUND TRANSPORTATION
COMMERCIAL OPERATING PERMIT**

Permittee is hereby authorized and permitted by the County of Orange, hereinafter referred to as "County," acting by and through its Airport Director, hereinafter referred to as "Director," to operate its business or a phase thereof at the John Wayne Airport, hereinafter referred to as "Airport," for the following purposes only and subject to the terms and conditions hereinafter set forth.

The following specific terms and conditions are hereby mutually agreed to between County and _____
(hereinafter referred to as "Permittee"):

1. Use Purpose Defined:

Provide Charter ground transportation service to airline passengers whose flights are arriving at or departing from the John Wayne Airport. Passenger drop-offs, in conjunction with the providing of such services, may be made at the terminal curbs on the Upper Level of the Terminal roadways, and passenger pick-ups may be made at the loading zones on the Lower Level of the Terminal roadways, and only by authorized vehicles bearing an automatic vehicle identification device (transponder) issued by Director or designee.

2. Term of Permit:

This Permit shall become effective on _____, 20____, and shall continue on a month-to-month basis until revoked or mutually cancelled as hereinafter provided.

3. Authorized Vehicles:

- A. Permittee shall report to Director, on forms provided for that purpose, the California State Vehicle Identification Number, License plate number, company identification number, if any, and vehicle type for each of the Permittee's vehicles used for its operations at Airport.
- B. All of Permittee's vehicles operated at the Airport shall possess identical color schemes and marking, so as to be readily identifiable as belonging to Permittee; shall possess Permittee's company identification sticker and automatic vehicle identification device, permanently affixed as instructed by Director.
- C. Upon receipt of the requisite information and performance of all other conditions precedent contained in this Permit, Director may issue identification stickers and automatic identification devices to be attached to each authorized vehicle.

4. Consideration for Permit:

As consideration for this Permit, Permittee agrees:

- A. To pay County a monthly fee determined by the number of monthly trips conducted by Permittee under this Permit. For the purposes of this Permit, a "trip" shall be defined as each time one of Permittee's vehicles passes in front of Airport's Terminal Building on the Upper or Lower Level. The per-trip fee payable to County shall be established and may be amended from time to time by the Board of Supervisors.

Payments shall be made in lawful money of the United States, free from all claims, demands, set-offs, or counter claims of any kind against County. Payments not paid when due shall be subject to interest thereon at the rate of one point five percent (1.5%) per month.

- B. To allow County to permanently affix a transponder to the vehicle windshield so that County may monitor Permittee's operation of its vehicles on the Terminal roadways and automatically record the number of monthly vehicle trips Permittee conducts under this Permit.

In the event of an Automatic Vehicle Identification System failure, County shall determine Permittee's monthly fee based upon the number of vehicle trips made in the same month prior year, or if less than one full year of operation, Permittee's fee shall be based upon the average of the number of vehicle trips for the total number of months in operation under this Permit.

County will provide the transponder for each of Permittee's vehicles. County, or its agent or employees, shall attach the transponder to the vehicle windshield. County shall not drill, rivet or otherwise puncture the body of Permittee's vehicles in the course of installing the transponder unit, and shall install the transponders in a workmanlike manner so as to avoid unnecessary damage to the Permittee's vehicles.

Permittee agrees to waive all and any claims against the County for any or all incidental damage caused to Permittee's vehicles by the ordinary process of install or removing the transponders.

5. Books and Records:

Permittee shall maintain for a period of four years or, in the event of claim by County, until such claim of County for payments hereunder shall have been fully ascertained, fixed and paid, separate and accurate daily records of gross revenues derived from ground transportation operations and trip activity as herein defined, and in accordance with generally accepted accounting principles, showing detail all business done or transacted in, on, about or from or pertaining to Permittee's operations at Airport, and Permittee shall enter all receipts arising from such business in regular books of account, and all entries in any such records or books shall be made at or about the time the transactions respectively occur. In addition, Permittee shall maintain monthly and annual reports of gross revenues and trip

activity derived from its operation under this Permit, using a form and method as is determined by Director. Such forms and methods shall be employed by Permittee throughout the term of this Permit. Such books and records shall be maintained at Permittee's principal place of business unless otherwise permitted by Director in writing. Upon Director's written request, Permittee shall make available immediately at Airport any and all books, records and accounts pertaining to its operations under this Permit. The intent and purpose of the provisions of this section are that Permittee shall keep and maintain records which will enable County to ascertain, determine and audit, if so desired by County, clearly and accurately, the gross revenues and trip activity of Permittee, and that the form and method of Permittee's reporting of gross revenues and trip activity will be adequate to provide a control and test check of all revenues derived by Permittee under this Permit.

Should any examination, inspection, and audit of Permittee's books and records by County disclose an underpayment by Permittee in excess of five percent (5%) of the consideration due, Permittee shall promptly pay County the amount of such underpayment and shall reimburse County all costs incurred in the conduct of such examination, inspection, and audit. In the event that County deems it necessary to utilize the services of legal counsel in connection with collecting the reimbursement for such examination, inspection, and audit, then Permittee shall reimburse County for reasonable attorney's fees and litigation expenses as part of the aforementioned costs incurred.

Not later than ninety (90) days after the annual anniversary of the commencement of this Permit, when required by Director, Permittee shall furnish to County a confidential report, certified by Permittee to be true and correct, of the ground transportation gross revenues and trip activity derived by Permittee from its operations permitted hereunder. Said report shall not be made public except as required by law.

Permittee shall furnish County with such other financial or statistical reports as Director, from time to time, may reasonably require.

6. Other Charges and Fees:

Permittee shall pay all other charges, penalties or fees occasioned by Permittee's operations or activities on or about the Airport.

7. Indemnity:

Permittee and Permittee's independent contractors agree to indemnify, defend with counsel approved in writing by County, and hold County, its Board of Supervisors and its members, and all of the officers, agents, and employees harmless from and against all damages, claims, demands, obligations, suits, judgments, penalties, causes of action, losses, or liability for injuries to or deaths of persons or damage to property proximately caused by or arising out of acts, omission, use occupancy or operation of the actions of Permittee or Permittee independent contractors related to this Permit.

Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

8. Insurance:

PERMITTEE agrees to purchase all required insurance at PERMITTEE's expense and to deposit with the COUNTY certificates of insurance necessary to satisfy the COUNTY that the insurance provisions of this Permit have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY during the entire term of this Permit.

PERMITTEE agrees that PERMITTEE shall not operate on the Permit Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance or, in the interim, an official binder being in the possession of Airport Director. In no cases shall assurances by PERMITTEE, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Airport Director will only accept valid certificates of insurance or in the interim, an insurance binder as adequate evidence of insurance. PERMITTEE also agrees that upon cancellation, termination, or expiration of PERMITTEE's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the Permit Area until such time as the Airport Director reinstates the Permit.

If PERMITTEE fails to provide Airport Director with a valid certificate of insurance or binder at any time during the term of the Permit, COUNTY and PERMITTEE agree that this shall constitute a material breach of the Permit. Whether or not a notice of default has or has not been sent to PERMITTEE, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the Permit Area, and to prevent any persons, including, but not limited to, members of the general public, and PERMITTEE's employees and agents, from entering the Permit Area until such time as Airport Director is provided with adequate evidence of insurance required herein. PERMITTEE further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the COUNTY's action.

PERMITTEE may occupy the airport premises only upon providing to County the required insurance stated herein and maintain such insurance for the entire term of this PERMIT. County reserves the right to terminate this PERMIT at any time PERMITTEE's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of PERMITTEE's current audited financial

report. If PERMITTEE's SIR is approved, PERMITTEE, in addition to, and without limitation of, any other indemnity provision(s) in this Permit, agrees to all of the following:

- A. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from PERMITTEE's, its agents, employee's or subcontractor's performance of this Agreement, PERMITTEE shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- B. PERMITTEE's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- C. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the PERMITTEE's SIR provision shall be interpreted as though the PERMITTEE was an insurer and the County was the insured.

If the PERMITTEE fails to maintain insurance acceptable to the COUNTY for the full term of this Permit, the COUNTY may terminate this Permit.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the PERMITTEE shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial Auto Liability (owned, non-owned, hired)	7 or less passengers \$750,000/occurrence 8-15passengers \$1,500,000/occurrence 16+ passengers \$5,000,000/occurrence
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence

Required Coverage Forms

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

All insurance policies required by this Permit shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

PERMITTEE shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the PERMIT, upon which the County may suspend or terminate this PERMIT.

Insurance certificates should be forwarded to the COUNTY or to an address provided Airport Director. PERMITTEE has ten (10) business days to provide adequate evidence of insurance or this Permit may be cancelled.

COUNTY expressly retains the right to require PERMITTEE to increase or decrease insurance of any of the above insurance types throughout the term of this Permit. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify PERMITTEE in writing of changes in the insurance requirements. If PERMITTEE does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Permit may be in breach without further notice to PERMITTEE, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit PERMITTEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this Permit, nor in any way to reduce the policy coverage and limits available from the insurer.

9. Performance Security:

Permittee agrees that upon execution of this Permit, it will, at its own expense, deliver to the Director a security deposit or surety bond or bonds in the amount of one hundred dollars (\$100) payable to "County of Orange/John Wayne Airport." If in the form of a bond, such security shall name County as obligee and be issued by a surety company or companies acceptable to County in a form approved by County. Such surety bond or bonds may be renewed annually and shall be maintained in full force and effect during the term of this Permit at the expense of the Permittee, to insure the faithful performance by Permittee of all the covenants, terms and conditions of this Permit, inclusive of but not restricted to the payment of all considerations provided therein. The surety company issuing said bond or bonds shall give the Director notice in writing by registered mail at least sixty (60) days prior to an anniversary date of its intention not to renew said bond or bonds. In lieu

of such surety bond or bonds, Permittee may deposit with County an Irrevocable Letter of Credit, Treasury Bonds of the United States of America, Certificates of Deposit or a Certified Check, in a form acceptable to County, in the agreed amounts as security for faithful performance by Permittee as herein above provided, and Permittee may have the right to reserve to itself interest payable on said United States Bonds, or Certificates of Deposit.

On an annual basis, County reserves the right to adjust the amount of the security deposit to reflect approximately three (3) times the estimated monthly fees as determined by the Director to guarantee the faithful performance by Permittee of its obligations under this Permit and the payment of all fees due hereunder. Within thirty (30) days after notification of any change in required security deposit amount from County, Permittee shall submit to County any additional security deposit as may be required.

10. Right of Access:

During the existence of the Permit, and subject to the Airport's rules and regulations, Permittee, its agents, licensees and business invitees, shall possess the right of ingress to and egress from and about the Airport by authorized vehicles bearing valid identification stickers and automatic vehicle identification devices, as required by Permittee's operations hereunder; provided that such right shall not be exercised in a manner and to such extent as to impede or interfere with the operation of the Airport by County, its lessees, or other permittees, and shall be subject to the rules and regulations of the Airport.

11. Waybills:

Every Charter passenger pickup and drop-off shall be documented by a waybill prepared in advance of the pickup. Waybills shall be prepared by Permittee or the driver of the Permittee's vehicle prior to the vehicle's arrival at the. The waybill shall state the passenger's name, the number of persons in the party, the location of the pickup or drop-off, the time of the scheduled pickup or drop-off, and the airline and flight number on which the passenger is travelling. The driver of the Permittee's vehicle is required to present the waybill to any Airport official who requests to inspect it. The driver of the Permittee's vehicle may prepare the waybill based on radio or telephone communications to the driver.

12. Default by Permittee:

Permittee shall be in default under this Permit if:

- A. Permittee shall fail duly and punctually to pay the fees, or to make any other payment required hereunder, when due to County; or
- B. The interest of Permittee under this Permit shall be transferred, without the approval of the County, by reason of death, operation of law, assignment, sub-lease or otherwise, to any person, firm or corporation; or
- C. Permittee shall voluntarily abandon, desert or fail to use its rights hereunder;

or

- D. Permittee shall fail to keep, perform or observe each and every other promise, covenant and agreement set forth in this Permit, including maintenance of affirmative action and employment non-discrimination goals as set forth herein or the submission of reports requested herein, and such failure shall continue for a period of more than thirty (30) days after delivery by Director of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time, and Permittee shall have commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or
- E. Permittee shall use or give its permission to any person to use any portion of Airport, used by Permittee under this Permit, for any illegal purpose.

13. County Remedies:

If default is made by Permittee in any of the covenants, terms and conditions herein contained, County may elect to:

- A. Allow this Permit to continue in full force and effect and to enforce all of the County's rights and remedies hereunder, including, without limitation, the right to collect fees as they become due together with interest thereon at the rate of one point five percent (1.5%) per month; or
- B. Terminate this Permit as herein provided without prejudice to any other remedy or right of action for arrearages of fees.

Upon such termination by County all rights, powers and privileges of Permittee hereunder shall cease, and Permittee shall have no claim of any kind whatsoever against County, Board of Supervisors, or any members thereof, or their employees or agents by reason of such termination, or by reason of any act by County incidental or related thereto. In the event of the exercise by County of such option to terminate, Permittee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Permittee in or on the Airport's premises.

County will not have deemed to have terminated this Permit in the absence of service of written notice upon Permittee to that effect.

Revocation or termination of this Permit may be appealed to Director. Such appeal may be initiated by Permittee filing a written request for appeal with the Airport Director's Secretary within ten (10) days of Permittee's receipt of notice of termination. Permittee's request shall specifically state the grounds upon which the appeal is based. The Airport Director will act on this appeal within thirty (30) days of written request for appeal hearing.

The exercise by County of any remedy provided in this Permit shall be cumulative and shall in not way affect any other remedy available to County under law or

equity.

14. Monetary Damages:

In the event County elects to terminate this Permit, Permittee shall pay to the County an amount equal to the sum of:

- A. All amounts owing at the time of termination on account of breach of any term, covenant or condition of this Permit including but not limited to unpaid fees plus interest thereon on all such amounts from the date due until paid at the rate of one point five percent (1.5%) per month;
- B. Any other amount to compensate County fully for all detriment proximately caused by Permittee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom.

15. No Waiver of Subsequent Breaches or Defaults:

The failure of County at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein.

16. Prohibition Against Advertising:

No advertising or solicitation, including the posting of room rates or transportation fares, shall be allowed on any of Permittee's vehicles, unless specifically approved in writing by Director; except that a vehicle may display Permittee's authorized common color scheme and markings and destination signs.

17. Prohibited Conduct:

The following activities are Permittee are prohibited:

- A. Picking up or discharging passengers or their baggage at any terminal level other than those designated for such purpose;
- B. Leaving the vehicle unattended on any Airport roadway;
- C. Failing to give, upon a passenger's request a receipt showing the amount of fare paid, the driver's correct name, the name of the Permittee and the vehicle number, if any;
- D. Failing to maintain the interior and exterior of the vehicle in a clean condition;
- E. Littering;
- F. Providing false information to authorized Airport Personnel;
- G. Failure to display a waybill on request by any Airport Official;
- H. Displaying to an Airport Official a waybill in an altered or fictitious form;

- I. Driving in a vehicle that does not bear a valid identification sticker or an automatic vehicle identification device issued by the Airport;
- J. Solicitation of passengers on Airport property; except as otherwise provided by contract or permit with the Airport;
- K. The use or possession of any alcoholic beverage, or any dangerous drug or narcotic, while operating a vehicle on the Airport;
- L. Failing to operate a vehicle in a safe manner as required by the California Vehicle Code;
- M. Failing to comply with posted speed limits and traffic control signs;
- N. Use of profane or vulgar language directed to or at the public;
- O. Any attempt to solicit payment in excess of that authorized by law;
- P. Any solicitation for or on behalf of any hotel, motel, club or nightclub;
- Q. Any solicitation of any activity prohibited by the Penal Code of the State of California;
- R. Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment as defined in the California Vehicle Code;
- S. Disconnecting any pollution control equipment, leaving unoccupied vehicle engines running, or allowing a vehicle's engine to idle for more than a five-minute period;
- T. Engaging in any conduct or activity intended to or apparently intended to ask, implore or persuade a passenger to alter his or her previously chosen mode of ground transportation or specific ground transportation operator, except as otherwise provided by contract or permit with the Airport.

18. Compliance with Rules and Regulations:

Permittee shall abide by and conform to all laws, governmental orders, rules and regulations, including any future amendments thereto, controlling or in any manner affecting the use or occupancy of Airport property. Permittee shall abide by and conform to all Airport Rules and Regulations, operational notices or bulletins now and hereafter in force and effect. Permittee shall provide County with a copy of its current appropriate California Public Utilities Commission Permit.

19. Civil Rights and Nondiscrimination:

- A. Permittee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
- 1) No person on the grounds of race, creed, color, national origin, sex, age, or disability will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of this Permit.
 - 2) In the construction of any improvements on, over, or under the Airport pursuant to this Permit, and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, sex, age, or disability will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - 3) Permittee shall operate under this Permit in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts and Authorities.
 - 4) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Permit for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. Permittee, for itself, its assignees, and successors in interest agrees to comply with the following Nondiscrimination Acts and Authorities, including but not limited to:
- 1) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 2) 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- 4) Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. Permittee shall furnish its accommodations and/or services on a fair, equal

and unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service.

- D. Permittee shall comply with the Americans with Disabilities Act (“ADA”) and all applicable provisions of Title 49 of the Code of Federal Regulations. Permittee shall utilize accessible vehicles or provide equivalent facilitation in accordance with Title 49. County may randomly select Permittee or its drivers for compliance reviews, and non-compliance may lead to corrective action up to and including termination of this Permit. Permittee shall develop a work plan to correct or avoid any violations or non-compliance with the ADA, and to address the processing of disability complaints.
- E. Permittee agrees that it shall insert the above nondiscrimination provisions in any license (agreement, contract, etc.) by which said Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or service to the public at the Airport.
- F. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Permit and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Permit had never been made or issued.

20. Non-assignability:

This Permit is not assignable, in whole or in part, without the Director’s express written consent.

21. Revocable Permit:

This permit is revocable at any time, in the absolute discretion of the Director. Such revocation shall be accomplished by giving 24 hours’ prior written notice to the Permittee. Should Permittee, at any time, fail to provide or maintain the insurance or performance security required under this Permit, then the Director may, by 24 hours’ prior written notice, revoke this Permit. Permittee may terminate this Permit by giving thirty (30) days’ prior written notice to the Director. The Director may approve minor amendments to this Permit as required for airport operational needs. This Permit may be cancelled by the mutual written consent of the parties at any time without the aforesaid written notice.

22. Section Headings:

The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Permit.

23. Severability:

In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other valid term, covenant or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Permit in duplicate by their duly authorized officers.

PERMITTEE:

COUNTY OF ORANGE:

Permittee Name & Title (Print)

Airport Director Name

Signature

Signature

Date

Date
