



3400 E. Tahquitz Canyon Way, Suite 1, Palm Springs, CA 92262 – Tel (760) 318 3800

Address Questions to:

Airport Vehicle Inspection Plaza (760) 318 3830 - VIP@palmspringsca.gov

Airport Use Agreement and Greeting Services Permit Application

Authorized Applicant Name: _____

Title: _____ Tel: _____

Company Name: _____

Physical Address: _____

Mailing Address if Different: _____

Annual Service: _____ Temporary Service: _____ Nbr of Badges: _____

Pursuant to the provisions of Title 16.34 and 16.36 of the Palm Springs Municipal Code adopted by the City Council of the City of Palm Springs, the provisions thereof being incorporated herein by reference, applicant hereby petitions for a permit to operate and engage in commercial activity on the Airport premises as a **Greeting Services Company**.

Greeting Services shall be defined as: *The service of providing, on behalf of or at the request of another person, meeting, welcoming, receiving, salutation, meeting with salutation, farewell, or departure services, to airline passengers.*

Greeting Services Operators shall be defined as: *Individuals or companies using the Airport to conduct greeting services and as a part of their service, display the name of the group or event they are representing and whose group consists of more than 10 Airport customers.*

1. By signing this application form, the authorized representative of the above-named company certifies:

A. That such authorized representative, on behalf of the above-named company, has received a copy of the Airport Rules and Regulations and agrees to comply with

such, as adopted, or as may be amended by the City and such authorized representative has read and understands the same.

- B. That the above-named company understands that a violation of the Rules and Regulations or the guidelines set forth by the Executive Director of Aviation may result in the imposition of sanctions as provided in such Rules and Regulations and that such sanctions may include the suspension/revocation of the Permit issued.
- C. That the above-named company understands that no Permit will be issued until and unless company provides to the City:
 - (1) An occupational license, operator permit and/or license from the appropriate local, state or federal entity, as applicable.
 - (2) Endorsement and Certificate(s) of insurance.

2. Airport Usage:

- A. Applicant agrees to use the Airport premises for the sole specific purpose(s) stated in this Agreement and shall operate its business in accordance with the terms of this Permit and the Airport Rules and Regulations.
- B. Applicant may utilize skycap services in conjunction with all scheduled airlines serving the Airport to assist its passengers with their baggage, and provide assistance to handicapped passengers subject to the rules and regulations of the City.
- C. Applicant agrees to operate its business at the Airport for the use and benefit of the public; to make available all facilities and services to the public, without unjust discrimination; and to refrain from imposing or levying excessive, discriminatory, or otherwise unreasonable charges or fees for any use of its facilities for any airport service. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of any Federal Act or regulation prohibiting the granting of such right.

3. Permit Requirements:

- A. Permittee hereby agrees to keep and maintain such records, reports and accounts as are deemed reasonable and necessary by the City to insure proper payment of Greeting Services Fees provided for in the Comprehensive Fee Schedule.
- B. Permittee shall submit a monthly report of commercial activities within 15 days of the previous month's activity. This report shall include all group movements, name of the group, number of customers, name of transportation company utilized, and number of employees working each day of each event.
- C. This permit shall be issued annually between December 1 and December 31 and expires the last day of December for the given year. Annual event passes are issued to companies who have paid fees associated with the Annual Operating Permit Fee and Annual Event Access Fee. The annual event pass provides ten identification badges for company to use during the term of the permit. The annual event pass and identification badges are issued in conjunction with the permit and

are valid for the same period as the use permit. All fees associated with greeting services are in accordance with the City of Palm Springs Comprehensive Fee Schedule. This Permit shall be subject to suspension or revocation in accordance with the Rules and Regulations. **NOTE:** *All personnel providing greeting services at the Airport must display an Airport issued identification badge while on Airport property. Failure to properly display a badge will result in that individual being asked to leave Airport property.*

4. Insurance:

The Applicant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

- A. Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$1,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Palm Springs as an additional insured in accordance with standard ISO additional insured endorsement form CG2010 (1185) or equivalent language. The Commercial General Liability Insurance shall name the City, its officers, employees and agents as additional insured.
- B. Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.
- C. Workers Compensation Insurance. A policy of workers compensation insurance in an amount which fully complies with the statutory requirements of the State of California and which includes \$1,000,000 employer's liability.

All of the above policies of insurance shall be primary insurance and shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide or in the Federal Register, unless such requirements are waived by the City Manager or designee of the City Manager due to unique circumstances. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Applicant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Director of Aviation. No services under this Agreement shall commence until the Applicant has provided the City with Certificates of Insurance, endorsements or

appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the City.

The Applicant agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Applicant may be held responsible for the payment of damages to any persons or property resulting from the Applicant's activities or the activities of any person or person for which the Applicant is otherwise responsible.

5. Indemnification:

Applicant agrees to indemnify the City, its officers, agents and employees against, and will hold and save them, and each of them, harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the activities of Applicant, its agents, employees, subcontractors, or invitees, provided for herein, or arising from Applicant's negligent performance, failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:

- A. Applicant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- B. Applicant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Applicant hereunder; and Applicant agrees to save and hold the City, its officers, agents and employees harmless there from;
- C. In the event the City, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Applicant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Applicant hereunder, Applicant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

6. Sufficiency of Insurer:

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide or in the Federal Register, unless such requirements are waived by the City Manager or designee of the City Manager due to unique circumstances. In the event the City Manager determines that the services to be performed under this Agreement create an increased or decreased risk of loss to the City, the Applicant agrees that the minimum limits of insurance policies required by this Section may be changed accordingly upon receipt of written notice from the City Manager or designee; provided that the Applicant shall have the right to appeal a determination of increased coverage by the City Manager to the City Council of City within ten (10) days of receipt of notice from the City Manager.

7. Prohibition Against Subcontracting or Assignment:

- A. Applicant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Applicant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Applicant or any surety of Applicant of any liability hereunder without the express consent of City.
- B. In the event the Applicant subcontracts any portion of the work or services related to the provisions of this Agreement, the contract between the Applicant and such subcontractor(s) shall require the subcontractor(s) to maintain the same policies of insurance that the Applicant is required to maintain pursuant to the Insurance requirements herein.

8. Assignment, Sale or Transfer of Permit:

Applicant herein expressly understands and agrees that any permit granted under this Agreement may not be assigned, sold or otherwise transferred to any other individual, firm or corporation. Applicant further agrees to comply with all applicable federal, state and local laws.

9. Certification of Ownership:

Applicant certifies that Applicant is conducting business as a _____
(individual, partnership, corporation) and the principal officers are:

This Agreement shall expire on December 31st. Applications for renewal for an additional term may be filed thirty (30) days prior to the expiration. Appropriate fees shall accompany this and any renewal application.

10. Corporate Authority:

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said part, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

CITY OF PALM SPRINGS
A Municipal Corporation

APPROVED AND AUTHORIZED
Executive Director of Aviation
Or Airport Representative

Check one: ____ Corporation
____ Individual
____ Partnership

APPLICANT

By: _____

By: _____
(Signature)

Date of Approval: _____

(Print Name)

Total Amount Paid: _____

(Title)

Received by: _____