

RHODE ISLAND AIRPORT CORPORATION

RULES AND REGULATIONS

FOR GROUND TRANSPORTATION AT T. F. GREEN STATE AIRPORT

Section 1. Definitions. Whenever used in these rules and regulations, the terms set forth in this Section 1 shall have the meanings ascribed to them below.

1.1 “Airport” means T. F. Green State Airport located in Warwick, Rhode Island.

1.2 “Airport Circulator” means the roadways and walkways maintained by the Corporation which allow access by the general public to the Airport from Post Road, Warwick, Rhode Island.

1.3 “Airport Terminal” means the Bruce Sundlun Terminal located at the Airport from which Airport passengers arrive and depart.

1.4 “Authorized User” means a person or entity engaged by the Corporation on a contractual basis to provide goods or perform services.

1.5 “Certificate” means a certificate of public convenience and necessity issued by the Rhode Island Division of Public Utilities and Carriers pursuant to R.I. Gen. Laws § 39-14-4.1.

1.6 “CFC” means the customer facility charge which all Rental Car Companies shall collect and remit to the Corporation, pursuant to these rules and regulations and the provisions of R.I. Gen. Laws § 1-2-1.1 from each CFC Chargeable Customer.

1.7 “CFC Chargeable Customer” means: (i) prior to the Date of Operational Opening: (a) a Chargeable Airport Customer; and (b) at the option of a Rental Car Company, a Local Market Customer; and (ii) subsequent to the Date of Operational Opening, any person who rents a motor vehicle from an: (a) On-Site Rental Car Company and who picks up such motor vehicle or arranges for the pick up of such motor vehicle from the Warwick Intermodal Station, including any premium or VIP customers; and/or (b) an Off-Site Rental Car Company and who is picked up or dropped off at the Warwick Intermodal Station.

1.8 “CFC Deficiency” means the difference, if any, between the amount that a Rental Car Company shall have paid to the Corporation pursuant to Section 7 and the

amount which the Corporation determines pursuant to Section 7 as a result of an audit of Company's books and records should have been paid by such Rental Car Company, whether such CFC Deficiency is a result of such Rental Car Company's intentional acts, negligence or mistake.

 1.9 "Chargeable Airport Customer" means any and all rental car customers of a Rental Car Company except a Local Market Customer.

1.10 "Commercial Lane" means the road or roads designated from time to time by the Corporation for use only by authorized commercial vehicles.

1.11 "Corporation" mean the Rhode Island Airport Corporation, a public corporation, governmental agency, and public instrumentality of the State of Rhode Island and Providence Plantations, and a subsidiary of the Rhode Island Economic Development Corporation.

1.12 "Courtesy Vehicle" means any motor vehicle used to transport customers from a place of business (such as a hotel, or off-Airport parking or rental car company location) to the Airport or from the Airport to any such place of business at no charge to the customer.

1.13 "Covered Vehicle" means a taxicab, limited public motor vehicle or public motor vehicle, except: (i) Courtesy Vehicles; and (ii) the vehicles of Authorized Users.

1.14 "Date of Operational Opening" means the date when the Warwick Intermodal Station will be open for Rental Car Company operations.

1.15 "Driver" means the operator of a Covered Vehicle.

1.16 "Hourly Lot" means the surface parking lot at the Airport designated from time to time by the Corporation for hourly public parking.

1.17 "Limited Public Motor Vehicle" means every motor vehicle for hire equipped with a taximeter and used for transporting members of the general public for compensation from a designated location to such point(s) as may be directed by the passenger, other than a jitney (as defined in R.I. Gen. Laws § 39-13-1) or a taxicab (as defined in R.I. Gen. Laws § 39-14-1).

1.18 "Local Market Customer" means any rental car customer, prior to the Date of Operational Opening, who: (i) (a) is a resident of Rhode Island, Massachusetts, or Connecticut, as demonstrated by the presentation of a valid Rhode Island, Massachusetts, or Connecticut driver's license (and the customer's rental agreement must reflect a Rhode Island, Massachusetts, or Connecticut driver's license number and a Rhode Island, Massachusetts, or Connecticut address for such customer); (b) is a student at a Rhode

Island college or university, as demonstrated by the presentation of a current student I.D. (and a copy of such I.D. must be attached to the customer's rental agreement); or (c) is renting a motor vehicle from such Rental Car Company as a result of an insurance company replacement transaction (as demonstrated by listing the name of the insurance company and a contact representative of the insurance company on the customer's rental agreement; (ii) signs (or initials) a statement contained on the Rental Car Company's rental agreement stating that he or she did not arrive at the Airport within the previous forty-eight (48) hours; and (iii) did not use the Rental Car Company's Courtesy Vehicle (as evidenced by the Rental Car Company's employee in writing on the customer's rental agreement).

1.19 “Monthly CFC Statement” means the detailed statement of CFCs, in the form reasonably prescribed by RIAC and as amended by RIAC from time to time, which Company will provide to RIAC, pursuant to Section 7, without modification, on a monthly basis and at Company's sole cost and expense, on or before the fifteenth (15th) day of the month following the month in which the CFCs were or should have been collected.

1.20 “Motor Vehicle for Hire” means every motor vehicle used for transporting passengers for compensation, other than a jitney (as defined in R.I. Gen. Laws § 39-13-1), public buses, hearses and motor vehicles used primarily in connection with the conduct of funerals.

1.21 “Off-Site Rental Car Company” means any rental car company which services Airport passengers exclusively from a location outside the Airport and the Warwick Intermodal Station.

1.22 “On-Site Rental Car Company” means any rental car company which services Airport passengers from a location at the Warwick Intermodal Station or at the Airport.

1.23 “Public Motor Vehicle” means every motor vehicle for hire used for transporting members of the general public for compensation from a designated location on private property or by telephone to such points as may be directed by the passenger, other than a jitney (as defined in R.I. Gen. Laws § 39-13-1), or a taxicab (as defined in R.I. Gen. Laws § 39-14-1).

1.24 “Registration” means registration with the Rhode Island Division of Public Utilities and Carriers pursuant to the provisions of R.I. Gen. Laws § 39-14-4.2.

1.25 “Rental Car Company” means any person or entity providing rental car services for customers using the Airport or the Warwick Intermodal Station, regardless of the location of the offices or other facilities of such person or entity.

1.26 “Rental Car Courtesy Vehicle” means a motor vehicle owned and/or operated by a Rental Car Company to transport rental car customers to the Airport from the Warwick Intermodal Station or to the Warwick Intermodal Station from the Airport.

1.27 “Solicitation” means the act of engaging potential customers, in any manner, for the purpose of generating business.

1.28 “Taxicab” means every motor vehicle for hire equipped with a taximeter and used for transporting members of the general public for compensation to any place within this State as may be directed by a passenger on a call and demand basis, other than a jitney (as defined in R.I. Gen. Laws § 39-13-1).

1.29 “Taximeter” means any instrument or device by which the charge for transportation in any taxicab or limited public motor vehicle is mechanically calculated and indicated by means of figures, either for distances traveled or for waiting time, or for both distances traveled and waiting time.

1.30 “Transaction Day” means each twenty-four (24) hour period, plus any waiver or grace period of one hour or less allowed by any Rental Car Company, during which a customer rents a motor vehicle from such Rental Car Company, and which constitutes a transaction day pursuant to such Rental Car Company’s rental car agreement or customary practices.

1.31 “Warwick Intermodal Station” means the intermodal transportation facility for train, bus, commuter, and rental car access to, and egress from, the Airport designated as the “Warwick Intermodal Station” and located on Jefferson Boulevard, in Warwick, Rhode Island,.

Section 2. Use of the Airport by Covered Vehicles

2.1 Compliance with Regulations. No Driver may operate a Covered Vehicle at the Airport except in conformance with these rules and regulations, as amended and in effect from time to time.

2.2 Permitted Use at the Airport.

2.2.1 Authorization Required. No Driver may operate a Covered Vehicle at the Airport without: (i) a valid Certificate and Registration; or (ii) a valid authorization by the United States Department of Transportation.

2.2.2 No Solicitation. Except for Authorized Users, all business conducted by a Driver at the Airport shall be on a “call and demand” basis initiated by a customer. A Driver shall not: (i) enter the Airport or use the Airport roads unless: (a) the Driver is

transporting a customer to the Airport; or (b) the Driver has been previously summoned by a customer prior to entry; or (ii) while at the Airport, engage in solicitation.

2.3 Customer Drop Off.

2.3.1 Departure. Drivers shall drop off and pick up customers only in the specific area(s) designated by the Corporation from time to time.

2.3.2 Exit. A Driver must immediately leave the Airport after dropping off a customer.

2.4 Customer Pick Up.

2.4.1 Parking. Upon entry at the Airport to pick up a customer, a Driver shall immediately park in the Hourly Lot in the specific area(s) designated by the Corporation for Covered Vehicles from time to time.

2.4.2 Meeting Customers. Except as provided in Section 2.4.3, a Driver shall meet his or her customer in the Hourly Lot in the specific area(s) designated by the Corporation for Covered Vehicles from time to time.

2.4.3 Terminal Entry. A Driver may enter the Airport Terminal to meet his or her customer; provided, however, that the Driver must: (i) remain in the vicinity of the Airport Information Center located on the arrival (lower) level of the Airport Terminal; (ii) display a placard, measuring no less than 8½ inches by 11 inches in size, bearing the name of the Driver's company and the name of the customer or the customer's company; and (iii) produce upon request: (a) the name of the airline used by the customer; (b) the customer's flight number; and (c) the customer's scheduled arrival time.

2.4.4 Parking Fees. Promptly after meeting his or her customer, the Driver shall pay the parking fee at the Hourly Lot's standard public rates and immediately exit the Hourly Lot and the Airport. A Driver may charge his or her customer for such parking fee, provided that: (i) the Driver is permitted to charge the customer by the Rhode Island Division of Public Utilities and Carriers; and (ii) the Driver immediately informs the passenger of the amount of the parking fee.

2.5 Insurance. Each Driver shall provide, pay for, and maintain the types and amounts of insurance required under applicable law.

Section 3. Parking at the Airport

3.1 Public Parking. Parking at the Airport shall be limited to those parking lots and garages designated as public parking lots and garages from time to time by the Corporation.

3.2 Airport Circulator. No person shall park or stop a motor vehicle on the Airport Circulator.

Section 4. Deliveries.

4.1 Location of Deliveries. All deliveries to the Airport shall be made at the loading dock(s) designated from time to time by the Corporation.

4.2 Airport Circulator. No person making a delivery to the Airport shall use the Airport Circulator. All deliveries to the Airport shall be made from Airport Road.

Section 5. Commercial Lanes.

5.1 Authorization Required. No person shall use the Commercial Lanes unless such person is specifically authorized to do so by the Corporation. Use of the Commercial Lanes is subject to such terms and conditions, including without limitation, applicable access fees, as the Corporation shall determine from time to time.

5.2 Time Limit. No person shall stop and/or park in the Commercial Lanes for a period in excess of fifteen (15) minutes.

5.3 Unattended Vehicles. No person shall leave a motor vehicle unattended in the Commercial Lanes. Unattended vehicles in the Commercial Lanes shall be subject to citation and towing at the owners' expense.

Section 6. Courtesy Vehicles.

6.1 Authorization Required. No person may operate a Courtesy Vehicle at the Airport except: (i) with prior authorization from the Corporation; and (ii) in conformance with these rules and regulations, as amended and in effect from time to time.

6.2 Customer Drop Off and Pick Up.

6.2.1 Drop Off and Pick Up. Courtesy Vehicles shall drop off and pick up customers only in the specific area(s) designated by the Corporation from time to time.

6.2.2 Exit. Courtesy Vehicles must immediately leave the Airport after dropping off and/or picking up customers.

6.3 Unattended Vehicles. No person shall leave a Courtesy Vehicle unattended. Unattended Courtesy Vehicles shall be subject to citation and towing at the owners' expense.

6.4 Insurance. Each Courtesy Vehicle shall at all times be covered by the types and amounts of insurance required under applicable law.

Section 7. Rental Car Companies.

7.1 CFCs.

7.1.1 Collection of CFCs. Every Rental Car Company: (i) shall collect a CFC from each CFC Chargeable Customer, and prior to the Date of Operational Opening may collect a CFC from each Local Market Customer, for each Transaction Day in trust for the benefit of the Corporation as set forth herein; and (ii) comply with the provisions of R.I. Gen. Laws §1-2-1.1(a)-(e), "Powers relating to vehicular traffic accessing airport facilities - T.F. Green state airport," and R.I. Gen. Laws § 1-2-17.1 (a)-(c), "Sales taxes and surcharges on customer facility charges." No Rental Car Company shall have any legal or equitable ownership or other property interest in any CFCs.

7.1.2 Disclosure. The CFC shall be identified as a "Customer Facility Charge" on: (i) each Rental Car Company's general ledger; and (ii) each Rental Car Company's rental agreement on a separate line.

7.1.3 Amount of CFC. The Corporation, in its sole discretion, may determine the amount of the CFC from time to time.

7.1.4 Accounting and Remittance. All CFC collections, and all CFCs required to be charged and collected, will be paid to the Corporation or its designee on or before the fifteenth (15th) day following the end of the calendar month in which they are collected or should have been collected. The monthly payment of the CFCs by a Rental Car Company shall be accompanied by a Monthly CFC Statement on a form provided by the Corporation, as such form may from time to time be amended, which form shall include an accounting of all CFCs chargeable and collected by such Rental Car Company for such month and shall be signed by a responsible accounting officer of such Rental Car Company and shall be submitted for each month during which CFCs are collected or should have been collected. If a Rental Car Company fails to submit any Monthly CFC Statement within the required time period, prior to the Date of Operational Opening, a \$100.00 late charge will accrue and be immediately due and payable for each day the Monthly CFC Statement is past due, and subsequent to the Date of Operational Opening a \$50.00 late charge will accrue and be immediately due and payable for each day the Monthly CFC Statement is past due. If any CFCs are not paid within the required time period, an interest rate equal to the lesser of one and one-half (1.5%) percent per month or the maximum interest rate permitted under applicable law, compounded monthly, will be applied to any amounts overdue or amounts paid without a corresponding Monthly CFC Statement until such overdue amounts shall have been paid in full and/or the corresponding Monthly CFC Statement in proper form received by the Corporation.

7.1.5 Audit. The Corporation will have the right to audit the books and records of any Rental Car Company in order to verify compliance with the provisions of this Section 7. In the event that the Corporation determines, in connection with an audit of a Rental Car Company's books and records, that the amount paid by such Rental Car Company was less than the CFC payments required to be collected and paid to the Corporation by such Rental Car Company pursuant to these rules and regulations, as a result of such Rental Car Company's intentional acts, negligence or mistake, such Rental Car Company shall immediately pay to the Corporation the CFC Deficiency, plus interest on the CFC Deficiency at a rate equal to the lesser of one and one-half (1.5%) percent per month or the maximum rate permitted by applicable law, compounded monthly, from the dates such payments were due until paid in full. Additionally, if the CFC Deficiency is equal to or greater than three (3%) percent but less than five (5%) percent of the CFCs required to be paid, such Rental Car Company shall pay the CFC Deficiency, and: (i) such Rental Car Company shall pay to the Corporation, as a deficiency fee, an amount equal to ten (10%) percent of the CFC Deficiency; and (ii) such Rental Car Company shall reimburse the Corporation in full for the cost of the Corporation's audit. If the CFC Deficiency is equal to or greater than five (5%) percent of the CFCs required to be paid, Company shall pay the CFC Deficiency, and: (i) prior to the Date of Operational Opening, Company shall pay to the Corporation, as a deficiency fee, an amount equal to fifty (50%) percent of the CFC Deficiency, and subsequent to the Date of Operational Opening, Company shall pay to the Corporation, as a deficiency fee, an amount equal to twenty-five (25%) percent of the CFC Deficiency; and (ii) Company shall reimburse the Corporation in full for the cost of the Corporation's audit.

7.2 Access to the Airport.

7.2.1 Access. Commencing with the Date of Operational Opening: (i) On-Site Rental Car Companies will have access to the Airport for the conduct of their rental car operations only: (a) at the Warwick Intermodal Station; and (b) in accordance with the terms and conditions of these rules and regulations; and (ii) Off-Site Rental Car Companies will have access to the Airport for the conduct of their rental car operations only: (a) at the Warwick Intermodal Station and only if they have entered into an access agreement with the Corporation; and (b) in accordance with the terms and conditions of these rules and regulations.

7.2.2 Airport Entry and Exit. Except as provided in Section 7.2.3, commencing with the Date of Operational Opening, the Warwick Intermodal Station will be the sole point of entry to and exit from the Airport by Rental Car Companies, and Rental Car Companies shall pick up and drop off their rental car customers at the Warwick Intermodal Station. From and after the Date of Operational Opening, Rental Car Companies shall not operate or arrange for the operation of any valets, shuttles, or Courtesy Vehicles on the Airport Circulator, or otherwise transport their rental car customers and their guests to and/or from any locations at the Airport for any reason.

7.2.3 Premium Service. A Rental Car Company may operate premium or VIP service to and from the Airport Terminal, provided that: (i) such Rental Car Company complies with these rules and regulations, as amended and in effect from time to time; (ii) such Rental Car Company picks up and drops off its rental car customers at such location(s) at the Airport Terminal as the Corporation designates from time to time; and (iii) such Rental Car Company demonstrates, in the Corporation's sole discretion, that the aggregate revenues received by such Rental Car Company from the operation of any such service do not exceed one and one-half (1.5 %) percent of such Rental Car Company's Gross Receipts in any calendar year. In the event that any Rental Car Company breaches any of the provisions of this Section 7.2.3, such Rental Car Company will be prohibited from operating premium or VIP service to and from the Airport Terminal. In the event that such Rental Car Company continues to operate premium or VIP service on one or more occasions following any such breach, and the Corporation has previously notified such Rental Car Company of such prohibition, then in addition to any other remedies the Corporation may have under these rules and regulations or under applicable law, the Corporation shall have the right to terminate any concession agreement pursuant to which such Rental Car Company conducts rental car operations at the Warwick Intermodal Station.

7.2.4 Persons with Disabilities. Rental Car Companies shall have the right to drop off and pick up in an area at or near the Airport Terminal designated by RIAC from time to time any rental car customers who have physical disabilities that interfere with such customers' ability to use the Warwick Intermodal Station.

Section 8. General Provisions.

8.1 No Discrimination. No person who uses the Airport or operates at or in the Airport shall exclude any person from its operations on the grounds of race, color, sex or national origin or otherwise subject any person to discrimination. Every person shall use the Airport 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, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, as amended and in effect from time to time

8.2 Airport Rules and Regulations. The use of the Airport shall be subject to these rules and regulations, any other rules and regulations promulgated or adopted by the Corporation from time to time, any and all directives of the Corporation as are now in effect or may hereafter be prescribed by the Corporation through the lawful exercise of its powers, as well as all applicable local, state, and federal law.

8.3 Access and Use Fees. The Corporation shall have the right, from time to time, to establish, impose, collect, and audit fees and other charges for access to and/or use of any airport facilities, including without limitation, the Airport Circulator, the Warwick

Intermodal Station, and the Airport Terminal. In order to protect and preserve for the public the orderly flow of traffic at such airport facilities, the Corporation shall have the right and obligation to cite and tow away, at the owner's expense, any motor vehicles that are improperly parked, unattended, or otherwise in violation of these rules and regulations.

8.4 Cooperation. All persons using the Airport and/or the Warwick Intermodal Station shall cooperate with and assist the Corporation in complying with or responding to the Federal Aviation Administration and all other local, state, and federal governmental authorities in all matters relating to the operation of the Airport.

8.5 No Interference. No person shall interfere with the radio communications, instrument landing systems, navigational aids, or flight operations of the Airport.

8.6 No Right of Entry. Nothing contained in these rules and regulations shall be construed to confer upon any person the right to enter upon the Airport.

Section 9. Enforcement and Penalties.

9.1 Enforcement. These rules and regulations may be enforced by the Corporation or its agents, or by any duly authorized local, state, or federal law enforcement agency.

9.2 Penalties. Any person who violates these rules and regulations shall incur the penalties set forth in this Section 9.2. All fines imposed by this Section 9.2 shall be administered by the Rhode Island Traffic Tribunal pursuant to R.I. Gen. Laws § 8-8.2-2 and collected pursuant to R.I. Gen. Laws § 8-8.2-3.

9.2.1 Rhode Island Traffic Tribunal. Any person who violates these rules and regulations shall receive a written citation and shall be required to pay a fine of not greater than Fifty (\$50.00) Dollars. Any person who repeatedly violates these rules and regulations shall be subject to such penalties as may be imposed by the Rhode Island Traffic Tribunal. All fines imposed by this Section 9.2.1 shall be administered by the Rhode Island Traffic Tribunal pursuant to R.I. Gen. Laws § 8-8.2-2 and collected pursuant to R.I. Gen. Laws § 8-8.2-3.

9.2.2 Additional Penalties. In addition to the penalties imposed by the Rhode Island Traffic Tribunal, any person who violates these rules and regulations shall be subject to any and all civil and/or criminal penalties imposed by applicable local, state, or federal law, including without limitation, immediate towing of the violator's motor vehicle at his or her expense.