



COMMERCIAL VEHICLE OPERATING PERMIT PROGRAM

APPLICANT'S LEGAL BUSINESS NAME:

INTENTION OF REQUEST / REASON FOR ACCESS TO THE TERMINAL CURB:

THE UNDERSIGNED ACKNOWLEDGES HAVING RECEIVED AND CAREFULLY REVIEWED THE TERMS AND CONDITIONS ATTACHED HERETO, AND HEREBY AGREES TO COMPLY WITH SUCH TERMS AND CONDITIONS AT ALL MATERIAL TIMES SHOULD THE VANCOUVER AIRPORT AUTHORITY ELECT TO ISSUE A COMMERCIAL VEHICLE OPERATING PERMIT TO THE UNDERSIGNED.

FOR GREATER CERTAINTY, SUBMISSION OF THIS DOCUMENT DOES NOT GUARANTEE THAT THE VANCOUVER AIRPORT AUTHORITY WILL ISSUE A COMMERCIAL VEHICLE OPERATING PERMIT TO THE UNDERSIGNED.

Authorized Signatory of Applicant

Print Full Name

Title

Date



COMMERCIAL VEHICLE OPERATING PERMIT PROGRAM

TERMS AND CONDITIONS

Welcome to the Vancouver Airport Authority's Commercial Vehicle Operator Permit Program. Please carefully read and understand the following "Terms and Conditions" before starting commercial vehicle operations at the Airport.

1. Definitions:

"AdComp Payment Portal" means the web-based portal used to process payments from and issue invoices to Permit Holders in respect of any fees payable to the Airport Authority for any Prearranged Trips scheduled by Permit Holders through the GateKeeper Vendor Portal

"Airport" means Vancouver International Airport.

"Airport Authority" means Vancouver Airport Authority, its directors, officers, agents, and employees.

"Commercial Passenger Vehicle" means a Commercial Vehicle that is operating pursuant to the terms of a licence issued by the Passenger Transportation Board

"Commercial Schedule Fees and Charges" means the commercial schedule of fees and charges established from time to time by the Airport Authority and published on its website: www.yvr.ca/en/business/fees-and-charges.

"Commercial Vehicle" means any vehicle used for commercial purposes related to the pick-up or drop-off of passengers and/or their baggage at the Airport.

"Commercial Vehicle Holding Area" means that area as shown on the drawing attached hereto as Exhibit A.

"Commercial Vehicle Operating Procedures" means those operating procedures relating to Commercial Vehicles established from time to time by the Airport Authority and published on its website: www.yvr.ca/driveroperators

"CVM System" means the Airport Authority's web-based commercial vehicle management system, which includes the GateKeeper Vendor Portal, the eDispatch Portal and the AdComp Payment Portal.

"eDispatch Portal" means the web-based portal used by Permit Holders to notify the Airport Authority dispatch office that they have arrived at the Commercial Vehicle Holding Area.

"GateKeeper Vendor Portal" means the web-based portal used by Permit Holders to manage their Commercial Vehicle account and schedule Prearranged Trips with the Airport Authority.

"Passenger Transportation Board" means the passenger transportation board established under the *Passenger Transportation Act*.



COMMERCIAL VEHICLE OPERATING PERMIT PROGRAM

“**Permit**” means a permit issued by the Airport Authority (electronically or otherwise) for use and operation of one or more Commercial Vehicles at the Airport in accordance with these Terms and Conditions.

“**Permit Holder**” means a person to whom a Permit was issued.

“**Permitted Activity**” means any of the permitted activities described in the Commercial Vehicle Operating Procedures.

“**Prearranged Trip**” means a prearranged trip that has been scheduled by the Permit Holder through the CVM System not less than sixty (60) minutes prior to Permit Holder’s anticipated time of arrival time at any of the pick-up or drop-off locations designated in the Commercial Vehicle Operating Procedures.

“**Rules and Regulations**” means all rules, regulations, bylaws, codes, policies and airport directives promulgated by the Airport Authority from time to time in all aspects of the Airport’s management and operations, including motor vehicle traffic control, safety, security, environmental and ground transportation procedures, and all applicable federal, provincial and municipal laws and regulations as the same may be amended, restated or supplemented from time to time.

“**Tracking System**” means the tracking technology implemented by the Airport Authority from time to time for the identification of Commercial Vehicles for the purposes of tracking vehicular movement while at the Airport, including without limitation the use of transponders or licence plate recognition systems.

2. Permit Holders and their duly authorized employees, agents and representatives may perform Permitted Activities at the Airport provided that such Permitted Activities are at all times performed in accordance with these Terms and Conditions, the Rules and Regulations, and any directives the Airport Authority may issue from time to time. Without limiting the generality of the foregoing, Permit Holders are strictly prohibited from performing any of the following activities at the Airport:
 - a. allowing operation of a Commercial Vehicle at the Airport by an unauthorized driver;
 - b. transporting passengers and/or their baggage in a Commercial Vehicle not registered within the CVM System;
 - c. circumventing the intent, purpose, or spirit of the Commercial Vehicle Operating Permit Program, including any Tracking System;
 - d. offering or suggesting to any customer that they have the right to offer any scheduled services to or from the Airport;



COMMERCIAL VEHICLE OPERATING PERMIT PROGRAM

- e. picking-up or dropping of passengers and/or their baggage at any location other than the pick-up or drop-off locations designated in the Commercial Vehicle Operating Procedures;
 - f. failing to provide information, or providing false information, to police officers or Airport Authority personnel (including security contractors);
 - g. failing to operate a Commercial Vehicle in a safe manner;
 - h. failing to comply with posted speed limits and traffic control signs;
 - i. failing to comply with the rules and regulations posted in the Commercial Vehicle Holding Area from time to time;
 - j. using profane or vulgar language generally or in interactions with curbside staff or any passengers;
 - k. using or possessing any illegal drug or narcotic while at the Airport;
 - l. obstructing or hindering the orderly and efficient operation of the ground transportation system at the Airport;
 - m. using a telephone in a manner that is unsafe or contrary to passenger request after being dispatched to any of the pick-up or drop-off locations designated in the Commercial Vehicle Operating Procedures or while transporting passenger(s);
 - n. engaging in any criminal activity; and
 - o. engaging in any behaviour that is or has been deemed inappropriate by Airport Authority.
3. Fees for Prearranged Trips will be applied to Permit Holder account on the CVM System and will be determined in accordance with the Commercial Schedule of Fees and Charges, which is subject to change without notice. All payments of such fees shall be in Canadian dollars.
 4. Permit Holders must at all material times maintain a valid credit card on file in the CVM System. The Airport Authority reserves the right to deny access to the Airport to any Permit Holder who fails to maintain their account in good financial standing.
 5. Permit Holders must perform due diligence background checks on all their employees, representatives and agents who engage in commercial ground transportation activities at the Airport on their behalf and must supervise all such persons.



COMMERCIAL VEHICLE OPERATING PERMIT PROGRAM

6. Any Permit Holder operating Commercial Passenger Vehicle(s) at the Airport must upload and maintain in the CVM System a valid licence from the Passenger Transportation Board in respect of such Commercial Passenger Vehicle(s).
7. Permit Holders must ensure that all Commercial Vehicles they operate at the Airport must be maintained in a safe state of repair, free of any substantial or material body damage.
8. Permit Holders must at all material times purchase, provide and maintain, at their sole expense, the following insurance:
 - a. Commercial General Liability insurance including products/completed operations liability coverage for claims for property damage, bodily injury (including death), and personal injury, arising out of or in connection with the Permitted Activity in the minimum limit of two million dollars (\$2,000,000) per occurrence;
 - b. Comprehensive automobile liability insurance for claims for property damage, bodily injury (including death), and personal injury covering all automobile; non-owned automobile including contractual, in the minimum limit of three million dollars (\$3,000,000) per occurrence or such higher amount as the Airport Authority may, from time to time, reasonably require;
 - c. Workers' compensation insurance as required by applicable law; and
 - d. any additional insurance policy or coverage as the Airport Authority may require from time to time.

Permit Holders must, upon demand by the Airport Authority, provide to the Airport Authority true copies of insurance certificates, or other documents satisfactory to the Airport Authority, evidencing the Permit Holder's compliance with this section.

9. Permit Holders acknowledge and agree that they use the Airport at their own risk and that the Airport Authority shall not be liable or responsible in any way for any injury to or death of persons arising out of any occurrence relating to, arising out of, or in connection with, any Permitted Activity or any unapproved use of the Airport or any portion thereof or any loss or damage to property (including loss of use thereof) from any cause whatsoever, whether or not such injury, loss or damage results from any fault, default, negligence, act or omission of the Airport Authority.
10. Permit Holders acknowledge and agree that at all times they shall indemnify and hold harmless the Airport Authority from and against and be responsible for all claims, demands, losses, costs, damages actions, or proceedings by whomsoever made, brought or prosecuted in any manner based on, arising out of, related to or attributed to any Permitted Activity or any unapproved use of the Airport or any portion thereof, or failure to abide by these Terms and Conditions.
11. Permit Holders may not assign or otherwise transfer a Permit to any third party.



COMMERCIAL VEHICLE OPERATING PERMIT PROGRAM

12. Permit Holders acknowledge and agree that that they are solely responsible for scheduling Prearranged Trips through the CVM System not less than sixty (60) minutes prior to their anticipated arrival time at any location designated in the Commercial Vehicle Operating Procedures.
13. Permit Holders acknowledge and agree that that they are solely responsible for ensuring that all Commercial Vehicles they operate at the Airport are registered in the CVM System. Permit Holders shall promptly remove any vehicles from the CVM System if such vehicle(s) no longer require access to the Airport for commercial purposes. Unregistered Commercial Vehicles will not be permitted to operate at the Airport.
14. Permit Holders must ensure that all of their employees, representatives and agents shall at all material times have access to smart devices in order to confirm their arrival at the Commercial Vehicle Holding Area through the CVM System.
15. Permit Holders must ensure that all of their employees, representatives and agents operating at the Airport are registered in the CVM System. Permit Holders shall promptly remove any persons from the CVM System who no longer require access to the CVM System or who no longer require access to the Airport to perform any Permitted Activity.
16. Permit Holders agree that they will install and use, at their sole expense, a Tracking System on all Commercial Vehicles if at any time such technology is adopted by the Airport Authority.
17. The Airport Authority reserves the right at all times to impose onto Permit Holders any other terms and conditions as the Airport Authority in its sole discretion deems necessary in order to avoid loss or injury to persons or damage to property, or to assure the safe, secure and orderly use of the Airport.
18. Permit Holders acknowledge and agree that the Airport Authority may in its absolute discretion revoke their Permit for any reason on 30 days' notice.
19. Permit Holder acknowledge and agree that the Airport Authority may in its absolute discretion immediately revoke, suspend or otherwise cancel their Permit if the Authority determines that the Permit Holder, or any of its employees, agents or representatives, have failed to comply with these Terms and Conditions, the Commercial Vehicle Operating Procedures, or any directives issued by the Airport Authority from time to time.



COMMERCIAL VEHICLE OPERATING PERMIT PROGRAM

Exhibit A

Commercial Vehicle Holding Area



[End of Terms and Conditions]