

Tenant Owned Vehicle____
Tenant Sponsored Vehicle____

**2022-2023 APPLICATION AND AGREEMENT
FOR PERMIT TO OPERATE A VEHICLE ON THE NORTH FIELD OF THE
METROPOLITAN OAKLAND INTERNATIONAL AIRPORT**

I request permission to operate or sponsor the below described vehicle(s) on the North Field of Metropolitan Oakland International Airport ("Airport"):

(Print)

YEAR_____ MAKE_____ MODEL_____ LICENSE NO._____
YEAR_____ MAKE_____ MODEL_____ LICENSE NO._____
YEAR_____ MAKE_____ MODEL_____ LICENSE NO._____
YEAR_____ MAKE_____ MODEL_____ LICENSE NO._____

CHECK APPROPRIATE SITUATION:

Private Use:

I (Own) (Operate) Aircraft N_____ Year_____ Make_____ Model_____

Hangar and/or parking location_____

Commercial Use:

I (Own) (Manage) flight line business – Name_____

I Contract Maintenance or services for – Name_____

Other_____

In consideration of the Port of Oakland ("Port") granting me permission to operate, maintain, and control the above described vehicle(s) on the North Field of the Airport, by my signature below, I agree to the following:

1. That the Board of Port Commissioners of the City of Oakland, and the Port's officers, agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injuries to or deaths of any person or persons or damages to or loss or theft of property of any kind whatsoever, whether my person or property or the person or property of third persons, from any cause or causes whatsoever while in or upon the Airport, in any way occasioned by, arising out of or resulting from the operation or maintenance of said vehicle(s) on the Airport including the going to and coming therefrom, and I hereby covenant and agree to indemnify and save harmless the Board of Port Commissioners and the Port's officers, agents and employees from all liabilities, charges, expenses (including counsel fees), damages and

costs on account of or by reason of (i) any such injury or injuries, death or deaths, liabilities, claims, suits or losses however occurring, or (ii) any breach of this agreement by me. However, this paragraph 1 shall not apply to injuries or death, liabilities, claims, suits or losses caused solely by the gross negligence or willful misconduct of the Port or its agents, officers or employees. My obligations under this paragraph 1 for acts or omissions that occurred during the term of this agreement shall survive the termination of this agreement.

2. To comply with all applicable present and future federal, state and local statutes, ordinances and regulations and Port ordinances (collectively, "Laws"), and all applicable rules, regulations and policies of the Port, including, without limitation, all safety, security and operations directives of the Port's Director of Aviation or his or her designee, which now exist or may hereafter be promulgated from time to time, governing conduct on and operations at the Airport or the use of facilities at the Airport.
3. To display on the vehicle(s) covered by this agreement while operating on the Airport, a valid ramp operating permit issued pursuant to paragraph 6 below and affixed to the left rear bumper of each such vehicle.
4. That the vehicle(s) covered by this agreement shall be operated only in the designated Airport operational zone(s) identified in the permit to be issued pursuant to paragraph 6 below, on paved surfaces only, over the safest and most direct route between the above described (aircraft) (business) and the airport security gate(s) designated for said zone.
5. That the vehicle(s) covered by this agreement shall not be operated in excess of the posted speed limits on Airport Drive, nor at speeds in excess of 10 miles per hour in any airport parking lot, nor in excess of 15 miles per hour on any other airport area on which this/these vehicle(s) is/are authorized.
6. No vehicle covered by this agreement shall be driven on the Airport unless said vehicle possesses an effective ramp permit issued by the Assistant Director of Aviation. Such permit shall be issued only upon appropriate application to the Assistant Director of Aviation together with evidence of maintenance of automobile bodily injury/liability insurance and property damage liability insurance upon such vehicle with limits, coverages, deductibles and conditions not less than specified by the Port and set forth on Attachment "A" to this agreement, which is incorporated herein by this reference. If any vehicle is to be used in Commercial Use, as indicated by a box checked under "CHECK APPROPRIATE SITUATION: Commercial Use" above, then the highest insurance limits on Attachment "A" shall be applicable to all vehicles covered by this agreement. Said permit when issued will specify the area or areas of the Airport in which said permit shall be effective. A certificate or certificates evidencing such insurance coverage shall be filed with the Secretary of the Board of Port Commissioners prior to the issuance of a permit.
7. In any legal action brought by either party to enforce the terms of this agreement, the prevailing party shall be entitled to all costs incurred in connection with such an action, including reasonable attorneys' fees, at trial and in any appeal.
8. This agreement may be terminated by either party by giving thirty (30 days) written notice to the other party, except in the event of my violation of any of the terms of this agreement, in which event the Port need give me only 24 hours prior written notice. On the termination

of this agreement by either party, I agree to promptly return to the Assistant Director of Aviation all ramp operating permits for vehicles covered by this agreement. My obligations under the prior sentence of this paragraph, and the provisions of paragraphs 1 above and 9 below as to acts or omissions that occurred prior to the termination of this agreement, shall survive the termination of this agreement.

9. I recognize that Port is required to comply with the security mandates of the Department of Transportation, the Federal Aviation Administration, the Transportation Security Administration, the Department of Homeland Security, and with other governmental and administrative rules and regulations relating to airports. Any procedures determined by the Port to be applicable to this agreement in order for the Port to comply with the foregoing will be furnished to me in writing, and delivered by facsimile transmission, confirmed by mail, to me at my notice address provided at the end of this agreement. I shall be responsible for full compliance by me and by the operators of all vehicles covered by this agreement with all procedures delivered by facsimile transmission to me. Such procedures are subject to change without notice other than delivery thereof to me, as provided in this paragraph 9. I shall reimburse the Port, within fifteen (15) days from receipt of Port's invoice, and documentation showing that payment of any civil penalty or fine is my responsibility hereunder, the amount of such civil penalty or fine that may be assessed against Port by any governmental agency for violation of any applicable security rules or regulations which arises out of my failure or the failure of any operator of any vehicle covered by this agreement or my agents, employees or representatives to comply with all applicable Laws or the provisions of this paragraph. In such event, the Port shall also have all of its other rights and remedies provided in this agreement and arising at law or equity. My obligations under this paragraph 9 for acts or omissions that occurred during the term of this agreement shall survive the termination of this agreement.
10. That this agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to the principles of conflict of laws).
11. That my notice address under this agreement is:

My Fax Number or
e-mail address is: _____

Any notice to me shall be deemed given on receipt if delivered in hand or transmitted by Fax or electronic transmission or three (3) days after mailing if mailed by U.S. Certified Mail, Return Receipt Requested Postage Prepaid.

12. I hereby acknowledge receipt of Attachment "A" to this agreement and I agree to the terms of such Attachment.
13. My rights under this agreement may not be assigned by me.

14. WAIVER OF JURY TRIAL: TO THE FULLEST EXTENT PERMITTED BY LAW, PORT AND I DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATED TO, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, CONDITIONS AND COVENANTS OF THIS AGREEMENT.

(Print)

Name: _____ Date: _____

Address: _____

City/Zip Code: _____

Signature of Applicant _____

Telephone: () _____

Signature of Tenant _____

Email: _____

Signature of Aviation Properties

APPROVED

This _____ day of _____, 20____

Audrey Forte, Insurance Analyst
Airport Risk Transfer Unit

ATTACHMENT "A"
INSURANCE REQUIREMENT

ATTACHMENT "A"
INSTRUCTIONS

Certificate of Insurance for Vehicles
For North Field Ramp Permits

Please be sure your Certificate of Insurance reflects evidence that the following insurance items/ coverages are in effect:

1. VEHICLE LIABILITY: **\$100,000/300,000/ 100,000 minimum**
2. PORT OF OAKLAND/OAKLAND AIRPORT named as additional insured BY ENDORSEMENT
3. CROSS-LIABILITY ENDORSEMENT
4. FIRM, NOT CONDITIONAL, 30-DAY NOTICE OF CANCELLATION
5. DESCRIPTION OF THE VEHICLE(S) INSURED
ORIGINAL SIGNATURE (from your Insurance Agent or Representative is required by Risk Management Department on the Certificate of Insurance and the Additional Insured Endorsement).
6. IMPORTANT: To avoid any inconvenience or delay in the approval of your vehicle agreement, please be sure your Certificate of Insurance reflects coverage of all five of the above requirements before sending it to the following address:
Port of Oakland
ATTN: Risk Transfer Office
530 Water Street
Oakland, CA 94607
7. Should you or your insurance broker have any questions pertaining to the insurance requirements listed above, please contact;

Audrey Forte Green, Insurance Analyst
Airport Risk Transfer Office
510.627.1442 (office)
aforte@portoakland.com (email)

Please direct all other questions regarding the application or agreement and return the completed application & agreement (with proper signatures) to operate a vehicle at Oakland International Airport to:

Mary LeBlanc
Aviation Properties Department, Oakland Airport
1 Airport Drive, Box 45
Oakland, CA 94621
510.563.3354 (office)
mleblanc@portoakland.com (email)