

RHODE ISLAND AIRPORT CORPORATION
T.F. GREEN STATE AIRPORT GROUND TRANSPORTATION REGULATIONS

Section 1. Definitions

- 1.1 Airport - Theodore F. Green State Airport located in Warwick, Rhode Island.
- 1.2 Airport Circulator - Roads located on the Airport used by the general public.
- 1.3 Authorized User - A person or entity engaged by the Corporation on a contractual basis.
- 1.4 Certificate - A certificate of public convenience and necessity issued by the Rhode Island Division of Public Utilities & Carriers pursuant to R.I. Gen. Laws § 39-14-4.1.
- 1.5 Commercial Lane - Road or roads designated from time to time by the Corporation for use by authorized commercial vehicles only.
- 1.6 Corporation - The Rhode Island Airport Corporation.
- 1.7 Courtesy Vehicle - A company vehicle used to transport customers to/from a place of business (e.g. hotel, rental car company location) to/from the Airport at no charge.
- 1.8 Covered Vehicle - A taxicab, limited public motor vehicle or public motor vehicle except the vehicles of authorized users or courtesy vehicles.
- 1.9 CFC - The customer facility charge which a Rental Car Company shall collect and remit to the Corporation.
- 1.10 CFC Chargeable Customer - Any person who enters into a motor vehicle rental agreement with a Rental Car Company at the Intermodal Facility or any person who enters into a motor

vehicle rental agreement with a Rental Car Company at any other location of such company and utilizes the Intermodal Facility for any purpose during the term of such motor vehicle rental agreement.

1.11 Chargeable Airport Customer - All customers of a Rental Car Company unless:

(a) (i) the customer is a resident of Rhode Island (as demonstrated by the presentation of a valid Rhode Island driver's license; (ii) the customer is a student at a Rhode Island college or university (as demonstrated by the presentation to the company of a current student I.D., a copy of which must be attached to the rental agreement; or (iii) the customer's renting a car from the company as a result of an insurance company replacement transaction (as demonstrated by documentation on the insurance company's letterhead setting forth the name of the insurance company, the claim number and any contact representative of the insurance company, of copy of which must be attached to the rental agreement); (b) the customer signs a statement contained on the company's rental agreement stating that he or she did not arrive at the Airport within the previous forty-eight (48) hours; and (c) the company's employee indicates on the rental agreement that the customer did not use the company's Courtesy Vehicle.

1.12 DOO - The Date of Operational Opening of the Intermodal Facility when such facility is available for use by the Rental Car Companies.

1.13 Driver - The operator of a Covered Vehicle. Where applicable, the term "Driver" shall refer to the individual operating a covered vehicle.

1.14 Hourly Parking Lot - The surface parking lot for hourly public parking as designated from time to time by the Corporation.

1.15 Intermodal Facility - The intermodal transportation facility to be designed and constructed by the Corporation for train, bus and rental car access.

1.16 Limited Public Motor Vehicle - Every motor vehicle for hire, other than a jitney, as defined in R.I. Gen. Laws § 39-13-1, or a taxicab, as defined herein, equipped with a taximeter used for transporting members of the general public for compensation only from a designated location to such points as may be directed by the passenger.

1.17 Motor Vehicle for Hire - Every motor vehicle, other than jitneys, public buses, hearses and motor vehicles used chiefly in connection with in the conduct of funerals, used for transporting persons for which compensation in any form is received.

1.18 Public Motor Vehicle - Every motor vehicle for hire, 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, 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.

1.19 Registration - Registration with the Rhode Island Division of Public Utilities & Carriers pursuant to R.I. Gen. Laws § 39-14-4.2.

1.20 Rental Car Company - A person, firm, agency or company providing rental car services for customers using the Airport or the Intermodal Facility, regardless of the location of such rental car company's facilities.

1.21 Rental Car Courtesy Vehicle - A motor vehicle owned and/or operated by a Rental Car Company to transport customers to/from the Airport to/from such company's facilities.

1.22 Solicitation - Engaging potential customers, in any manner, for the purpose of generating business.

1.23 Taxicab - Every motor vehicle for hire, other than a jitney, as defined in R.I. Gen. Laws § 39-13-1, equipped with a taximeter, 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.

1.24 Taximeter - 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.

1.25 Transaction Day - Each twenty-four (24) hour period, plus any waiver or grace period of one hour or less allowed by a Rental Car Company, during which a customer rents a vehicle from such Rental Car Company, and which constitutes a transaction day pursuant to such Rental Car Company's rental car agreement.

Section 2. Use of the Airport by Covered Vehicles

2.1 Compliance with Regulations

2.1.1 No Driver may operate a Covered Vehicle on the Airport except in conformance with these Regulations.

2.2 Permitted Use on the Airport

2.2.1 No Driver may operate a Covered Vehicle on the Airport without: i) a valid Certificate and Registration; or 2) valid authorization by the United States Department of Transportation.

2.2.2 All business conducted by a Driver on the Airport shall be on a call and demand basis initiated by a customer. A Driver may not engage in solicitation on the Airport. A Driver may not enter the Airport or use the Airport roads unless: a) the driver has been summoned by a customer prior to the Driver entering upon the Airport; or b) the driver is delivering a customer to the Airport.

2.3 Dropping Off Customers

2.3.1 Upon entering the Airport to drop off a customer, a Driver shall use the departure level (upper) roadway of the Airport and shall permit a customer to disembark from the Covered Vehicle only in designated areas of the departure level.

2.3.2 Subsequent to delivering a customer to the Airport, a Driver must immediately leave the Airport.

2.4 Picking Up Customers - Required Use of Hourly Parking Lot

2.4.1 Upon entering the Airport to pick up a customer, a Driver shall immediately enter the Hourly Parking Lot and park in the area designated for Covered Vehicles.

2.4.2 A Driver may meet his/her customer in the Hourly Parking Lot. A Driver may enter the Airport terminal to meet his/her customer; provided, however, any Driver meeting his/her customer in the Airport terminal must: a) remain in the vicinity of the terminal Information Center located on the arrival (lower) level of the terminal; b) 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 c) produce upon request: i) the name of the airline being used by the customer; ii) the customer's flight number; and iii) the customer's scheduled arrival time.

2.4.3 Upon meeting his/her customer, the Driver shall exit the Hourly Parking Lot via the designated exit booth and shall pay the parking fee at standard public rates. A Driver may charge his/her customer for the parking fee provided such driver is permitted to do so by the Rhode Island Division of Public Utilities & Carriers. In such case, the Driver must immediately inform the passenger of the parking fee.

2.5 Insurance and Indemnification

2.5.1 Each Driver shall provide, pay for, and maintain the types of insurance required under statute.

Section 3. Public Parking

3.1 Public Parking

3.1.1 No person shall park a vehicle on the Airport Circulator. Parking on the Airport shall be limited to those public parking lots designated from time to time by the Corporation.

Section 4. Deliveries

4.1 Deliveries

4.1.1 All deliveries to the Airport shall be made via the loading dock(s) designated from time to time by the Corporation.

4.1.2 Persons making deliveries to the Airport shall be prohibited from using the Airport Circulator. All deliveries shall be made via Airport Road.

Section 5. Commercial Lane

5.1 Use of Commercial Lane

5.1.1 No person shall use the Commercial Lane unless such person is specifically authorized by the Corporation.

5.1.2 No person shall stop and/or park on the Commercial Lane for a period in excess of fifteen (15) minutes.

5.1.3 No person shall leave a vehicle unattended on the Commercial Lane.

Unattended vehicles on the Commercial Lane shall be subject to towing at the expense of the owner of the vehicle.

Section 6. Enforcement and Penalties

6.1 Enforcement

6.1.1 The provisions of these Regulations may be enforced by the Corporation, its agents or any other duly authorized law enforcement agency.

6.2 Penalties

6.2.1 Any person who violates these Regulations shall receive a written citation and shall be required to pay a fine of not greater than Fifty Dollars (\$50.00), such fine to be administered by the Rhode Island Traffic Tribunal pursuant to R.I. Gen. Laws § 8-8.2-2.

6.2.2 Any person who repeatedly violates these Regulations shall be subject to such penalties as may be imposed by the Rhode Island Traffic Tribunal pursuant to R.I. Gen. Laws § 8-8.2-2.

6.2.3 Any person who violates these Regulations shall be subject to civil and/or criminal penalties imposed by applicable State or municipal law.

6.2.4 A violation of these Regulations shall subject such violator's vehicle to immediate towing at the violator's expense.

Section 7. Miscellaneous

7.1 As a condition of operating on or using the Airport, each person agrees that: (i) no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination regarding such person's operations on or use of the Airport; (ii) that in the furnishing of services herein, no person on the grounds of race, color, sex or national origin shall be excluded from the participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) each 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, and as said regulations may be amended.

7.2 The use of the Airport shall be subject to the valid Rules and Regulations and Corporation Directives as are now or may hereafter be prescribed by the Corporation through the lawful exercise of its powers as well as all federal, state and local laws.

7.3 Persons shall cooperate with and assist the Corporation in complying with or responding to the Federal Aviation Administration and all other federal, state and local agencies in all matters relating to the operation of the Airport.

7.4 Persons shall not interfere with the radio communications, instrument landing systems, navigational aids, or flight operations of the Airport.

7.5 Nothing contained in these Regulations shall be construed as to confer upon any person the right to enter upon the Airport.

Section 8. Rental Car Companies.

8.1 Access to the Airport.

8.1.1 Upon DOO, all Rental Car Companies shall pick up and drop off their customers at the Intermodal Facility.

8.1.2 Upon DOO, all Rental Car Companies are prohibited from making arrangements for their customers to be picked up or dropped off at the Airport, whether by valet or Rental Car Courtesy Vehicle, at any location other than the Intermodal Facility.

8.1.3 The regulations as set forth in this Section 8.1 shall not apply to the transportation of a Rental Car Company's premium or VIP customers via Rental Car Courtesy Vehicles, provided that: (a) such Rental Car Company complies in all other respects with these

Regulations; and (b) the aggregate revenues received by any such Rental Car Company from the operation of any such premium or VIP service does not exceed one and one-half percent (1 ½ %) of such Rental Car Company's gross receipts in any fiscal year. Notwithstanding any other provision of these Regulations, if any Rental Car Company breaches the provisions of this Section 8.1.3, in addition to any other remedies that the Corporation may have hereunder or under application law, such Rental Car Company shall immediately pay to RIAC the sum of Five Hundred Dollars (\$500.00) for the first offense in any fiscal year, and the sum of One Thousand Dollars (\$1,000.00) for each subsequent offense during such fiscal year.

8.1.4 Nothing contained herein shall prevent a Rental Car Company from accommodating a disabled customer. A Rental Car Company may pick up or drop off a disabled customer at the Airport.

8.2 CFCs.

8.2.1 Commencing July 1, 2001, each Rental Car Company shall collect a daily CFC as set forth herein.

8.2.2 The CFC shall be identified on a separate line of a Rental Car Company's rental agreement and described as a "Customer Facility Charge."

8.2.3 The initial amount of the CFC shall be Three Dollars and Seventy-Five Cents (\$3.75) per Transaction Day. The Corporation may increase or reduce the amount of the CFC from time to time, or may terminate the collection of the CFC, based upon contractual agreements entered into between the Corporation and the Rental Car Companies. Each Rental Car Company shall collect the CFC in trust for the Corporation and shall remit such CFC funds to the Corporation as directed by

the Corporation. If the CFC is not paid to the Corporation as directed by the Corporation, an interest rate of one and one-half percent (1.5%) per month shall be applied to any amounts overdue the Corporation until such amount is paid to the Corporation.

8.2.4 Prior to DOO, each Rental Car Company shall collect the CFC from all Chargeable Airport Customers. On the day of DOO and all days subsequent thereto, each Rental Car Company shall collect the CFC from all CFC Chargeable Customers.

::ODMA\MHODMA\IMANAG32;215285;5