

ERIK NIELSEN WHITEHORSE INTERNATIONAL AIRPORT

PARKING PERMIT AGREEMENT

BETWEEN:

The Government of Yukon as represented by the
Airport Manager, Erik Nielsen Whitehorse International Airport
(hereinafter referred to as the "Airport")

AND:

Legal business name
(hereinafter referred to as the "Operator")

Being collectively the parties (the "Parties") to this Agreement (the "Agreement")

AGREEMENT EFFECTIVE DATE: _____

AGREEMENT END DATE: _____

THIS AGREEMENT AUTHORIZES THE ABOVE TAXI, COURTESY VEHICLE, SHUTTLE SERVICE, TOUR BUS, OR LIMOUSINE SERVICE OPERATION TO DROP OFF AND PICK UP CLIENTS AT THE ERIK NIELSEN WHITEHORSE INTERNATIONAL AIRPORT (ENWIA) IN SPECIFIC AREAS DESIGNATED BY THE AIRPORT MANAGER, AND FOR NO OTHER ACTIVITIES WHATSOEVER.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates noted below:

Signed on behalf of (name of service provider): _____

Operator (or authorized designate) Witness Date

Print name Print name of Witness

Email address

Signed on behalf of the Erik Nielsen Whitehorse International Airport: _____

Airport Manager (or authorized designate) Date Print name

PARKING AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS

"airport" means both the Yukon Government and the Erik Nielsen Whitehorse International Airport.

"airport manager" means the person holding the position or acting in the capacity as Airport Manager

"fare" means any individual or group who hires a commercial transportation service provider for the purpose of conveyance to or from the airport.

"mobility aid" includes wheelchairs, scooters, transfer chairs, walkers, canes, crutches and braces;

"operator" means an individual hired/certified/licensed to operate a commercial ground transportation vehicle at the airport.

"person with a disability" means a person who because of a disability, requires services that are not usually extended to other passengers, including assistance

- (a) when making travel arrangements,
- (b) when embarking and disembarking vehicles,
- (c) when on board a vehicle, and
- (d) during any movements outside or inside the air terminal facilities that involve

transportation-related services. "service animal" means an animal trained to assist a person with a disability.

2. AGREEMENT

2.1 Subject to the terms and conditions of this Agreement, the Airport hereby provides to the Operator a non-exclusive license to use the parking spaces as set out in Schedule A to drop off and pick up clients at the airport.

2.2 The Airport will provide permits to the Operator for distribution to the Operator's employees operating commercial vehicles at Erik Nielsen Whitehorse International Airport.

2.3 All operators using the parking spaces granted under this Agreement must at all times display a valid permit. Any operator not displaying a valid permit may be ticketed and/or towed.

2.4 Vehicles parked in the Courtesy Vehicle Parking area may be left unattended.

2.5 Vehicles may be parked in the Courtesy Vehicle Parking area for a maximum of two (2) hours.

2.6 Any breach of this section may result in the immediate termination of this Agreement.

3. ENTIRE AGREEMENT

3.1 This document and any attachment mentioned as forming part of this Agreement constitute the entire Agreement between the Parties when duly executed by an authorized officer of both Parties.

3.2 No variant of this Agreement shall be effective without the written consent of both Parties.

3.3 No local, general, or trade customs shall vary the terms and conditions of this Agreement.

3.4 This Agreement shall be legally binding on both Parties.

4. ASSIGNMENT

4.1 The Operator shall not assign or transfer this Agreement in whole or in part without the prior written consent of the Airport.

5. COMPLIANCE WITH REGULATIONS AND DIRECTIVES

5.1 The Operator shall, in all respects, abide and comply with all applicable federal, territorial, or municipal laws and regulations.

5.2 The Operator shall abide by and comply with all directives issued from time to time by the Airport Manager concerning the operation of the airport.

6. APPLICABLE LAW

6.1 This Agreement shall be governed by and interpreted in accordance with the laws of Canada, Yukon and the City of Whitehorse, as amended from time to time.

7. ACCESS

7.1 All authorized parking spaces are provided on a 'first come-first serve' basis.

7.2 Due to the limited number of parking spaces available, the Airport does not guarantee the availability of parking spaces at any time.

7.3 The officers, servants and agents of the Airport shall at all times and for all purposes, have full and free access to the areas used by the Operator pursuant to this Agreement.

8. RISKS

8.1 The Operator assumes all risks to any property that it brings onto airport land at any time.

9. LIABILITY

9.1 The Airport shall not be liable for any injury to the Operator, its officers, employees, contractors, members, agents, successors or passengers being transported for any damage to or loss of property of the Operator, its officers, employees, contractors, members, agents, successors or passengers being transported caused by, arising from, or in anyway related to the performance of this Agreement.

10. INDEMNIFICATION

10.1 The Operator shall save harmless and fully indemnify the Airport, its officers, employees, contractors and agents, from and against all claims, liabilities and demands arising directly or indirectly from:

- (a) Any act, omission, or negligence of the Operator, its officers, employees, contractors, members, agents, or successors arising in connection with this Agreement;
- (b) Any breach of this Agreement by the Operator, its officers, employees, contractors, members, agents, or successors; and,
- (c) Any injury (including death) to persons, damage or loss to property, infringement of rights, or any claims, demands, or liabilities whatsoever that may arise directly or indirectly out of the performance or non-performance (in whole or in part) of Operator's obligation under this Agreement.

11. DAMAGE

11.1 If, during the term of this Agreement, the Operator or the activities of the Operator cause damage to the airport, the Operator shall, immediately upon verbal or written notice thereof from the Airport, repair, rebuild, replace, and restore the property to the entire satisfaction of the Airport.

11.2 The Airport may repair such damage at their option. In which case, the Operator shall, upon demand, forthwith repay and reimburse the Airport for all costs and expenses connected therewith or incidental thereto.

12. VEHICLE LICENSES AND AUTOMOBILE INSURANCE

12.1 The Operator must at all times have appropriate commercial vehicle licenses and automobile insurance as required by statute.

13. SERVICE TO PERSONS WITH DISABILITIES

13.1 The Operator shall provide a service capable of accommodating persons with disabilities to the satisfaction of the Airport.

13.2 Service animals shall be permitted to accompany persons with disabilities in the passenger compartment of the vehicle.

13.3 Mobility aids for persons with disabilities shall be carried consistent with the capability of the vehicle. 13.4 There will be no extra charge to transport service animals or mobility aids.

13.5 The Operator shall provide its employees who interact with the traveling public to and from the airport with the level of training required to ensure that its employees possess the knowledge, skills, and attitudes necessary to assist persons with disabilities in an effective and sensitive manner. All such training shall comply with the Personnel Training Regulations for the Assistance of Persons with Disabilities Regulations, SOR/94-42 (Regulations).

13.6 The Operator shall ensure that all employees shall complete their initial training within sixty (60) days after the commencement of their duties as well as receive periodic refresher training sessions.

13.7 The Operator shall keep its training program current and available for inspection by the Canadian Transportation Agency and the general public.

13.8 The training program shall contain the information set out in the Regulations.

14. PARKING, LOADING AND OFFLOADING OPERATIONS

14.1 Taxi & Limousine Service Operators

14.1.1 All Operators that operate taxi and limousine services shall queue in the parking spaces designated on Schedule A attached while waiting for a fare.

14.1.2 Fares will be served by the first vehicle in the queue proceeding forward, picking up the fare, and leaving via the airport access lane. The next operator in line will move forward to wait for a fare.

14.1.3 Under no conditions will an operator be allowed to wait for a fare in the access lane adjacent to the Air Terminal Building or in the area designated for Shuttle Buses.

14.1.4. Any breaches of posted signage may result in a ticket for violation of the Motor Vehicles Act and the immediate termination of this Agreement.

14.2 Tour Bus/Courtesy Vehicle/Shuttle Service Operators

14.2.1 Operators are encouraged to load and offload passengers in the parking spaces designated on Schedule A, attached.

14.2.2 Operators may load and off-load passengers on the right (east side) curb of the access lane adjacent to the Air Terminal Building, however the vehicle must be attended at all times.

14.2.3 In order to ensure the safety of loading and off-loading passengers and to ensure the access road through lane remains clear at all times, Operators may not load and off-load passengers on the left (west side) curb of the access lane adjacent to the Air Terminal Building

14.2.4 Vehicles in the access lane adjacent to the Air Terminal Building must be attended at all times.

14.2.5 Licensed Shuttle Buses may queue in the Shuttle Bus Queuing Area on a 'first come-first served basis' along the right (east side) curb of the access lane adjacent to the Canada Customs office entrance on the north end of the Air Terminal Building. Other vehicles are not permitted in the Shuttle Area and may be ticketed.

14.2.6 Any breach of posted signage may result in ticketing and/or towing and the immediate termination of this Agreement.

15. GENERAL TERMS

15.1 Any breach of posted signage may result in a ticketing and/or towing and the immediate termination of this Agreement.

15.2 Operators must ensure that identification provided by the Airport is clearly visible on the window or dash of any of its vehicle used for operations.

15.3 Those vehicles not in possession of current identification must contact the Airport immediately to obtain updated identification or the Agreement will be terminated with that Operator.

15.4 Operators shall ensure that all operators maintain a professional attitude and be courteous to airport clients at all times.

15.5 Vehicles must have a clean exterior and interior and be kept smoke free at all times.

15.6 All Operators that operate taxi services should endeavour to have a minimum of one taxi at the airport available for service during scheduled flight times.

16. DEFAULT OR BREACH

16.1 Upon default or breach of any provision or condition herein, the Airport may with or without notice, terminate this Agreement.

16.2 In the event that the Operator fails to remove a vehicle after the termination of this Agreement, the Airport may tow and / or have impounded any vehicle that is operating without a License.

16.3 The Operator is responsible for payment of all costs associated with the vehicle removal and impound.

16.4 In the event that an Operator breaches the terms and conditions of this Agreement, its License will be suspended until, the breach(s) are addressed to the satisfaction of the Airport.

17. CANCELLATION

17.1 Either party may cancel this Agreement with thirty (30) days prior written notice.

18. NOTICE

18.1 Any written communication, report, or notice required pursuant to this Agreement may be given by personal delivery to the undersigned, or by fax or prepaid mail to the addresses set out below. A notice shall be considered to be received if delivered personally, on the date of delivery; if delivered by fax, two business days after transmission or if delivered by mail, three business days after mailing.

To the Airport:

Airport Manager
Erik Nielsen Whitehorse International Airport
Government of Yukon
Mezzanine Level, Air Terminal Building,
75 Barkley Grow Crescent, Whitehorse, YT Y1A 6E6
Phone: (867) 634-2450 Fax: (867) 667-8446

To the Operator:

Business name & address

Phone: _____ Fax _____