

## **LETTER OF AGREEMENT FOR VEHICLE PERMIT AIRCRAFT OPERATING AREA**

I understand and agree to the following terms for operating a vehicle on the Aircraft Operating Area (AOA) at Miami International Airport (MIA).

1. The Company, as a tenant or user of MIA, agrees that its vehicles, cargo goods, and other personal property are subject to being searched when entering or leaving the AOA.
2. It is further agreed that the County, through the Miami-Dade Aviation Department (MDAD), has the exclusive right to prohibit an individual, agent or employee of the user, tenant, etc. from entering the AOA based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering or aircraft sabotage. Any person denied access to the AOA on such grounds shall be entitled to a hearing before the Assistant Director of Airside Operations or his authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised of the reason for such denial.
3. The Company acknowledges and understands that these provisions are for the protection of all users on the AOA and are intended to assure safety on the AOA and to reduce the incidents of thefts, cargo tampering and/or aircraft sabotage.
4. The vehicle is needed on the AOA on a continuing basis in conjunction with operations by the Company and will be used **ONLY** for the purpose of Company business, as described on the application or tenant lease.
5. The vehicle for which the permit is requested is Company owned or leased and is not a privately owned vehicle by parties other than the tenant or leasing company. A copy of the vehicle registration or proof of ownership (title or bill of sale) must be submitted when applying for a permit.

6. Application for leased vehicles must include a copy of the lease agreement. The lease agreement must indicate the applying company as the lessee (not an individual). MDAD only recognizes lease agreements from authorized leasing companies, e.g. Hertz, Avis, Ryder, etc, not leases between private individuals and the applying company.
7. All motor vehicles on the AOA at MIA must have the applying companies name conspicuously displayed (minimum 3 inch lettering) on both sides of the vehicles exterior as per Chapter 25 Rules and Regulations, section 25-9.7.
8. An original CERTIFICATE OF INSURANCE must be provided for Airport Premises Liability to include coverage in an amount no less than five million dollars (\$5,000,000) combined single limit for bodily injury and property damage. Coverage must be extended to all licensed and unlicensed vehicles.

Or

Automobile Liability in an amount no less than five million dollars (\$5,000,000) combined single limit liability for bodily injury or property damage that includes coverage on airport premises. Any changes in insurance carrier must be reported in writing, 30 days in advance, to MDAD Risk Management Section, Building 5-A, First Floor. Any reduction in the amount of automobile liability insurance will cause the permit to be in default and may result in permit cancellation.

9. The Company (owner) agrees to indemnify and hold the County harmless from any and all claims, liability losses and causes of action that may arise out of the operation of its vehicle or actions of its employees at MIA
10. The Company (owner or lessee) agrees to fully comply with all laws, rules and regulations that govern traffic and personal conduct on the AOA at MIA.
11. The Company (owner or lessee) agrees to pay on the behalf of the County, any penalty assessment or fine issued against the County, or to defend in the name of the county any claim, assessment or civil action, which may be made or initiated by any agency or office of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation relating to or arising out of the operation of a vehicle or the action of any Company employee on the AOA.

12. Permits shall be permanently affixed on the vehicle on the lower left hand corner of the windshield (drivers side). For vehicles (equipment) without windshields the permits shall be affixed to the left side of the vehicle body. Permits are non-transferable.
13. The Company agrees to submit annually a current Certificate of Insurance and an updated list of all vehicles requiring access to the AOA.
14. All construction companies requiring access between the hours of 6:00 p.m. and 6:00 a.m., Monday through Friday, or require access after 6:00 p.m. Friday through 6:00 a.m. on Monday and on holidays must have prior approval from the Airside Operations Office. Construction companies must enter and exit the AOA through an assigned access gate nearest to their job site.
15. The Company agrees to remove permits from it's vehicles and immediately return them to the Airside Operations Office upon cessation of business at MIA or cessation of the use of any vehicle on the AOA.
16. The Company agrees that when applying for a replacement decal, the old decal shall be returned with the application to the Airside Operations Office. If the decal cannot be returned, a letter must be written to the Airside Operations Supervisor stating in detail what happened to the previous decal and what measures the company is taking to prevent this from happening again. If permit is lost or stolen a Police Report must accompany this letter.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED PERSON (Please Print) \_\_\_\_\_

TITLE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_