STATE OF HAWAII / DEPARTMENT OF TRANSPORTATION / HARBORS DIVISION
GROUND TRANSPORTATION PERMIT

The STATE OF HAWAII, Department of Transportation, Harbors Division ("State") hereby permits (Name of Business) _____ ("Permittee"), whose mailing address is _____ to enter onto **Kahului Harbor,** a commercial harbor owned and managed by the State, on the condition that the Permittee abides by the terms of this Ground Transportation Permit ("Permit") as set forth herein, and the General and Special Conditions attached hereto and made a part hereof.

The term of this Permit shall be from **July 1, 2013** to **June 30, 2014** unless otherwise terminated, suspended, or revoked prior to.

GENERAL CONDITIONS

1. BINDING EFFECT:

All persons issued ground transportation permits (hereafter the "Permittee") shall comply with Chapters 19-41, 19-42, 19-43, and 19-44, Hawaii Administrative Rules ("HAR"), all issued by the Department of Transportation, State of Hawaii, (hereafter collectively the "Rules") and shall comply with all the applicable general conditions (hereafter the "General Conditions") and special conditions (hereafter the "Special Conditions"), contained herein.

2. PERMIT FEES (ANNUAL):

	All Ports
(1) Motor coaches, Buses 54 or more passengers	$632.50
(2) Motor coaches, Buses less than 54 passengers	$550.00
(3) Mini Buses, capable of carrying a maximum of 25 passengers	$275.00
(4) Vans, Limousines, Stretch-outs, Station wagons 8 to 17 passengers	$192.50
(5) Sedans, Station Wagons, Vans, 1 to 7 passengers	$157.30
(6) Baggage Vans for pre-arranged Pick up/delivery only	$157.60
(7) Taxicabs	$102.30 (neighbor island ports)

3. PAYMENTS:

All charges set forth above are on a fiscal year basis and may be pro-rated for the remainder of the fiscal year if the term of the Permit is less than one year, contingent upon insurance coverage, and shall be paid in full to the State prior to the start of service. Only cash or certified check or local checks are accepted. Make checks payable to: **State of Hawaii, Department of Transportation, Harbors Division.**

4. INSURANCE REQUIREMENT:

An original certificate of **automobile/vehicle** insurance evidencing coverage's outlined below for property damage, personal and bodily injury and public liability must be submitted to the State.

The policy must be current, name the applicant as the insured, and cover the applicable vehicle. The following are the minimum insurance requirements:

	Property Damage Liability Coverage Per Occurrence	(Bodily Liability) Liability Coverage Per Occurrence
(1) Vehicle capable of carrying 1-7 passengers	$25,000	$300,000
(2) Vehicle capable of carrying 8-17 passengers	$50,000	$500,000
(3) Vehicle capable of carrying 18 or more passengers	$75,000	$750,000

Each insurance policy must (a) be issued by an insurance company or surety company authorized to do business in the State of Hawaii or approved in writing by the Director of Transportation; (b) name the State **(State of Hawaii, Department of Transportation, Harbors Division, Maui District, Kahului Harbor)** as an additional insured; (c) provide that the State shall be notified prior to any termination, cancellation or any material change in the Permittee's insurance coverage, (notices should be mailed to **State of Hawaii, Department of Transportation, Harbors Division 103 Ala Luina Street, Kahului, Hawaii 96732);** (d) cover all injuries, losses, or damages arising from, growing out of, or caused by any acts or omissions of the Permittee, its officers, agents or employees; and (e) be maintained and kept in effect at the Permittee's sole expense throughout the term of this permit. Upon each renewal, the Permittee shall furnish the Harbor Master, without notice or demand from the Harbor Master, an original certificate evidencing the required insurance.

An original insurance binder will be accepted for up to thirty (30) days as proof of coverage. After that, a certificate will be required.

5. DECALS:

When an application of a ground transportation permit is approved, a vehicle decal will be issued to coincide with the expiration date of the Permit. No decal will be issued unless the Permittee has fully paid and satisfied its obligations under this Permit, including, without limitation, the full payment of fees and compliance with the General and Special Conditions.

Place the decal or other approved temporary permit on the Driver's side windshield of the authorized vehicle. Decals must be clearly visible.

Replacement: When a vehicle taken out of service for short and immediate repair the permittee may utilize the remaining time on the original permitted vehicle by requesting a temporary permit from the Harbor Master without issuance of a new decal (See Out-of-Service Application). Vehicles taken out of service for other than for short and immediate repair may utilize the remaining time on the original permitted vehicle and issued a new decal provided the a) original decal is removed and returned or there is sufficient evidence that the original decal is destroyed except provided below; b) proof of insurance coverage is provided; and c) payment of **$27.50** for replacement decal is paid (See Out of Service Application).

Worn or faded decals may be replaced free of charge, provided the original decal is returned.

In order to obtain the replacement decal for new vehicles, the Permittee must submit to the Harbor Master the new registration or certificate of purchase covering the new vehicle, together with the unexpired decal. Proof of insurance coverage is also required.

Decals are not transferable between vehicles. The Permittee must purchase another decal if the original is lost, stolen, destroyed, or damaged.

6. LIMITATION ON LOCATIONS FOR AUTHORIZED VEHICLES;

Parking or stopping, including loading and unloading to and from the vehicles, is allowed only in areas designated by the Harbor Master.

7. INDEMNITY:

The Permittee shall defend, hold harmless and indemnify the State, its officers, agents, and employees from and against any and all claims, demands, suits, actions, judgments, damages, liability, losses, costs and expenses, including, without limitation, claims for property damage, personal injury or death, arising out of or related to the Permittee's use of State property, the Permittee's operations under this Permit, or any act or omission of the Permittee relating thereto.

8. VEHICLE REGISTER:

Each Permittee must properly complete the attached vehicle register prior to receiving a Permit. The Permittee must be an authorized agent for the named entity and each insurance policy must be issued to the entity or the Permittee, and cover all listed vehicles.

The Harbor Master may require each Permittee, Permittee's driver(s), agents, employees, and any individual conducting business on harbors property to submit such other official documents including, without limitation, driver's licenses, business licenses, taxi licenses, PUC licenses, motor vehicle registrations, vehicle identification cards, and tax clearances, as the Harbor Master deems necessary to verify any information in this Permit or the application submitted in connection with it.

9. IMMEDIATE NOTIFICATION OF CHANGES:

The Permittee must immediately notify the Harbor Master in writing of any changes to any information provided to the Harbor Master in the Permittee's permit application or this Permit.

10. NO PROPERTY RIGHT:

Each Permittee acknowledges and agrees that any Permit issued to said Permittee does not constitute a property right of any kind and that by issuing a Permit, the State is only allowing the Permittee the privilege of operating within state property, subject to conditions and restrictions as may be imposed by the Harbor Master, including, without limitation, the conditions and restrictions set forth herein.

11. COMPLIANCE WITH LAWS:

Each Permittee, including its agents, employees and invitees, must comply with all applicable federal, state, and county laws, statutes, ordinances, rules and regulations, and the failure to do so may result in termination of the Permit as provided under paragraph 14 herein.

12. MARITIME TRANSPORTATION SECURITY ACT

The Permittee, in accepting the Permit, acknowledges that pursuant to the Homeland Security Act (Pub.L.No. 107-295, 116 Stat.2135), and the Maritime Transportation Security Act (46 U.S.C.A. §70101, et al), the State's duties include, among other things, the duty to safeguard persons, property, and port infrastructures from destruction, loss, injury, and from acts of sabotage or other causes of a similar nature.

The Permittee further acknowledges that the State, as the owner and operator of the State's commercial harbors, must comply with all requirements under the Maritime Transportation Security Act (46 U.S.C.A. §70101, et al), and its successor statutes and implementing regulations (collectively, the "MTSA"). The provisions of the MTSA are hereby incorporated by reference as though fully set forth herein.

The Permittee acknowledges and agrees that it and its agents, employees and invitees shall, to the extent applicable, abide by the requirements of the MTSA. Furthermore, Permittee, its agents, employees and invitees, shall not obstruct, interfere with, or fail to obey the lawful command of, any state personnel in carrying out the duties required under the MTSA. Any violation of the above conditions may be grounds to terminate, suspend, or cancel the Permit as set forth under paragraph 14 herein.

13. ENFORCEMENT:

NO VEHICLE IS AUTHORIZED TO OPERATE ON STATE PROPERTY WITHOUT A CURRENT DECAL or temporary permit issued by the Harbor Master pursuant to HAR 19-44-53. Vehicles operating at State-owned facilities without a proper decal will be subject to citation for such violation.

The Permittee shall not operate any vehicle on the apron areas of piers.

14. TERMINATION:

The Harbor Master may, in its sole discretion, terminate, suspend, or cancel the Permit upon thirty (30) days written notice sent by certified mail, return receipt requested, to the Permittee's last known address. The thirty (30) day notice period shall commence on the date the Harbor Master sends the written notice of termination to the Permittee. Notwithstanding the foregoing, the Harbor Master may immediately terminate this Permit in the event the Harbor Master determines that the Permittee is creating an imminent and unreasonable risk to the safety or security of state property or others.

If this Permit is terminated for any reason other than the Permittee's failure to comply with any applicable federal, state, or county law, rule, or mandate, or any of the General and Special Conditions contained herein, the State will refund the applicable pro-rata portion of the Permit fees based on the date the Permit is terminated.

If a Permit is terminated or cancelled by the Harbor Master, the Permittee may not apply for another Permit until the next permit application period. No person, which includes, without limitation, an individual, partnership, corporation or association, shall be granted a Permit who has had more than one previous Permit terminated or cancelled by the Harbor Master within the five years preceding the date of a permit application. No Permit shall be made to any person, including without limitation, an individual, partnership, corporation, or association, who is in arrears in the payment of taxes, rents, or other obligations owing the State.

Any termination or cancellation of a Permit shall not relieve the Permittee's obligation to indemnify, defend, and hold harmless the State pursuant to paragraph 7 herein with respect to any such claims, demands, suits, actions, judgments, liabilities, costs and expenses for loss, injury, death or damage arising prior to such termination or cancellation of the Permit.

15. PERMITTEE IS RESPONSIBLE FOR ITS DRIVERS AND EMPLOYEES

The Permittee agrees that it is responsible for the actions, omissions, and behavior of its agents, guests, invitees, drivers and employees, including, without limitation, any belligerent, abusive, disruptive, and unlawful behavior, including the refusal to obey the lawful command of any harbor master, harbor agent, or harbor security personnel. The Permittee acknowledges that failure to correct such actions, omissions, and behavior may result in termination of the Permit as provided under paragraph 14 herein.

I understand and agree to these Ground Transportation Permit General Conditions and Requirements.

PERMITTEE (Business Name): _____

BY (Name of Principal): _____

TITLE: _____ DATE: _____

APPROVED: _____ _____

Harbors Division - Maui District Date

STATE OF HAWAII / DEPARTMENT OF TRANSPORTATION / HARBORS DIVISION

GROUND TRANSPORTATION PERMIT
HARBOR MASTER SPECIAL CONDITIONS

Kahului Harbor

As a condition of being issued a new Ground Transportation Permit for the period **July 1, 2013** to **June 30, 2014,** the undersigned agrees to abide special conditions set by the Harbor Master. It is understood and agreed that a continued presence in Kahului Harbor by the Permittee, Permittee's driver(s), agents, employees, and any individual conducting business on harbors property depends on compliance with this agreement, the provisions of which are stated below:

1. GENERAL – FOR ALL PERMITTEES:

- **a.** *ALL* personnel – including Permittee, Permittee's driver(s), agents, employees, and any individual conducting business on harbors property or seeking access into any harbor facility – ***shall possess a valid TWIC*** and must have attended Maritime Security (MARSEC) Awareness Training. Evidence of this MARSEC Awareness Training is required.
- **b.** *ALL* drivers shall possess a valid government-issued driver's license with photo identification.
- **c.** *ALL* personnel – including Permittee, Permittee's driver(s), agents, employees, and any individual conducting business on harbors property – shall conduct themselves professionally and shall promote orderly operations.
- **d.** Inappropriate behavior on harbors property which may or does cause any distraction to security personnel will be deemed a Breach of Security and immediate appropriate actions will be taken – including notification of Harbor Master, Facility Security Officer and State Security Officer, USCG, and law enforcement officers.
- **e.** Drivers shall at all times obey posted speed limit signs, posted harbors security signs and posted parking signs.
- **f.** Drivers are requested to ensure returning passengers and crew members have their boarding pass and photo identification in their possession prior to approaching security at the harbors facility access gates.
- **g.** Drivers are not authorized in any restricted areas, including the passenger terminal.
- **h.** Drivers are not authorized to stage or park commercial vehicles, with or without ground transportation permits, in or around harbors parking lots on Ala Luina Street, Perimeter Road and Kaahumanu Avenue, unless specifically authorized by the Harbor Master or the Facility Security Officer or the State Security Officer.
- **i.** Drivers are not authorized to drop off passengers or crew members directly in front of any security gate.
- **j.** Drivers in vehicles without ground transportation permits are authorized to drop off passengers or crew members only in marked loading or unloading stalls in the harbor parking lot on Ala Luina Street.
- **k.** *ALL* personnel – including Permittee, Permittee's driver(s), agents, employees, and any individual conducting business on harbors property – are allowed to use the Pier 1 passenger terminal comfort station for personal hygiene purposes only.
- **l.** Violations of the following rules will result in the immediate suspension from the harbor (**see 4. Violations**):
  - **i.** Washing or cleaning the interior and/or the exterior of vehicles on harbor property is prohibited.
  - **ii.** Solicitation on harbor property is prohibited. The No Solicitation rule will be strictly enforced.
  - **iii.** Loitering on harbor property is prohibited. The No Loitering rule will be strictly enforced.
  - **iv.** Littering on harbor property is prohibited. The No Littering rule will be strictly enforced.
- **m.** *ALL* personnel – including Permittee, Permittee's driver(s), agents, employees, and any individual conducting business on harbors property – shall immediately report suspicious activities, security incidents or issues, and operations problems or issues to the Harbor Master (808-268-3173), the Facility Security Officer (808-357-0665), the State Security Officer (808-357-7033) or the harbors roving security guard (359-9175).

2. TOUR OPERATORS AND SHUTTLE VAN DRIVERS:

- **a.** Tour operators and shuttle van drivers in vehicles with valid Ground Transportation Permit(s) shall only be allowed access into the restricted ground transportation areas to pick up pre-arranged tours.
- **b.** Tour operators and shuttle van drivers shall be subject to random harbor security vehicle and driver inspections.
- **c.** The restricted ground transportation areas are reserved for active loading and active unloading only.
- **d.** Tour drivers and shuttle van drivers shall park their vehicles in the restricted ground transportation areas with the engine turned off and the parking brakes on.
- **e.** Tour operators and shuttle van drivers shall remain inside their vehicles at all times while the engine is idling to keep their vehicles' air conditioning on.
- **f.** For the safety of all personnel, tour operators and shuttle van drivers shall be responsible to exercise extreme caution while operating within the restricted ground transportation areas.

3. TAXI AND LIMOUSINE DRIVERS:

- **a.** Harbors security personnel are authorized to control access into the restricted ground transportation areas and the number of taxi and limousine drivers allowed access into the restricted ground transportation areas will be at the discretion of the Harbor Master or the Facility Security Officer.
- **b.** Taxi and limousine drivers in vehicles with valid Ground Transportation Permit(s) shall only be allowed access into the restricted ground transportation areas to pick up or drop off passengers or crewmembers.
- **c.** Taxi and limousine drivers shall be subject to random harbor security vehicle and driver inspections.
- **d.** Taxi and limousine drivers shall remain inside their vehicles at all times in the designated taxi area with the parking brakes on and the engine turned off or the engine left on if idling with the vehicles' air conditioning on.
- **e.** Taxi and limousine drivers shall pick up or drop off passengers and crewmembers at the designated taxi areas near the Pier 1 passenger terminal comfort station.
- **f.** Taxi and limousine drivers shall take the next available passengers or crewmembers at the designated taxi area. Refusal to take taxi passenger(s) for any reason – **other than to Haleakala, Kahakuloa, Hana, beyond Kula and beyond Makena** – will result in the immediate suspension from the harbor (**see 4. Violations**).
- **g.** Taxi and limousine drivers are prohibited from negotiating taxi fares on harbors property.
- **h.** The following rules regarding PRE-ARRANGED pick up of passengers and crewmembers shall apply:
  - **i.** The first row along the fence between the entry and exit gates shall be the only designated area.
  - **ii.** Taxi and limousine drivers shall provide the names of passengers or crew members for pre-arranged pick up to the entry security gate guards and if requested, to harbors personnel.
  - **iii.** The maximum waiting time for pre-arranged pick up shall be fifteen (15) minutes.
  - **iv.** Taxi and limousine drivers shall remain next to their own vehicles at all times.
  - **v.** Solicitation of passengers or crew members waiting at the designated taxi area to meet taxi and limousine drivers at the designated pre-arranged area is strictly prohibited. Violators shall be immediately suspended from the harbor (**see 4. Violations**).
- **i.** For the safety of all personnel, taxi and limousine drivers shall be responsible to exercise extreme caution while driving to and from the designated harbor taxi area.

4. VIOLATIONS:

- **a.** Failure to comply with any of the Harbor Master Special Conditions may result in the immediate suspension from Kahului Harbor of ***ALL VIOLATORS*** – including Permittee, Permittee's driver(s), agents, employees, and any individual conducting business on harbors property or seeking access into any harbor facility – in accordance with the terms of the applicable Harbors Ground Transportation Permit(s) on a case by case basis.
- **b.** Failure to comply with any imposed suspension shall result in the immediate termination or cancellation of the Harbors Ground Transportation Permit(s).

I understand and agree to these Ground Transportation Permit Harbor Master Special Conditions.

PERMITTEE (Name of Business): _____

BY (Name of Principal): _____

TITLE: _____ DATE: _____

APPROVED: _____ _____

Harbors Division - Maui District Date

GROUND TRANSPORTATION VEHICLE REGISTRATION

LICENSE NUMBER	VEHICLE IDENTIFICATION NUMBER	DESCRIPTION			PAX	HARBORS USE	
		YEAR	MAKE	COLOR		TYPE	PERMIT #

NAME OF INSURANCE COMPANY: _____

POLICY NUMBER: _____ EXPIRATION DATE: _____

INSURANCE COVERAGE LIMITS: Property Damage: $_____ Public Liability: $_____
(Bodily Injury)

CERTIFICATION

I certify that I have read the terms of the Ground Transportation Permit, and the General and Special Conditions, attached hereto and made a part hereof, and will abide by these provisions and rules of the Commercial Harbors and Tariff. I further certify that the information submitted by me is true and correct and that any falsification of the record(s) will result in immediate cancellation of this permit and all other permits in force with the Harbors Division.

Permittee (Name of Business): _____

By (Name of Principal)_____ Date: _____

Title:_____ Tel Nbr:_____ Cell Nbr:_____

Mailing Address:_____

Email Address:_____

HARBORS DIVISION USE ONLY

TYPE		UNITS	X		AMOUNT	=	TOTAL
BUS(ES)	1		X			=	
BUS(ES)	2		X			=	
MINI BUS(ES)	3		X			=	
VAN(S), LIMO(S)	4		X			=	
SEDAN(S)	5		X			=	
BAGGAGE VAN(S)	6		X			=	
TAXI(S)	7		X			=	

TOTAL COLLECTED: _____

RECEIPT NUMBER: _____

DATE: _____

TOTAL COLLECTED: _____

RECEIPT NUMBER: _____

DATE: _____

GROUND TRANSPORTATION VEHICLE REGISTRATION (Page 2)

LICENSE NUMBER	VEHICLE IDENTIFICATION NUMBER	——— DESCRIPTION ———			PAX	HARBORS USE	
		YEAR	MAKE	COLOR		TYPE	PERMIT #