

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION
700 Fort Street
Pier 11 Gallery
Honolulu, Hawaii 96813-4808

HONOLULU CRUISE TERMINAL TAXI PERMIT
GENERAL CONDITIONS

1. BINDING EFFECT:

All persons issued Taxi Permits (hereinafter the "Permittee") shall comply with Chapter 19-44, Hawaii Administrative Rules (Relating to Services and Procedures, Charges, Tolls, and Fees), also known as Commercial Harbors and Tariff, issued by the Department of Transportation, State of Hawaii, implementation date, July 1, 1992 (hereinafter collectively the "Rules") and shall comply with all of the applicable general conditions contained herein (hereinafter the "General Conditions").

2. PERMIT FEES:

Honolulu Harbor

\$137.50 per fiscal year

Taxicabs, Sedans, Station Wagons, Vans, capable of carrying up to 7 passengers

3. PAYMENTS:

Charges are on a fiscal year basis covering July to June from the date of issuance and shall be paid in full to the State prior to the start of the permitted period. Only cash or certified or local checks are accepted. Make checks payable to: **Department of Transportation, Harbors Division.**

4. TERMINATION:

The State of Hawaii, Department of Transportation, Harbors Division, ("State") may cancel or terminate the Permittee's permit for any reason 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 State sends the written notice of termination to the Permittee. If the Permittee's permit is not terminated for the Permittee's failure to comply with applicable law, including without limitation, the Permittee's failure to comply with any of the rules or the General Conditions, the State will refund the applicable pro-rata portion of the permit fees based on the date of the Permittee's permit is terminated.

5. INSURANCE REQUIREMENT:

An **original** certificate of automobile/vehicle insurance evidencing coverage 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 <u>Per Occurrence</u> | (Bodily Injury) Liability Coverage <u>Per Occurrence</u> |
|---|--|--|
| Vehicle capable of carrying up to 7 passengers | \$25,000 | \$300,000 |

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) the State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii; It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy; (c) the Permittee will immediately provide written notice to the State of Hawaii should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration in the Permittee's insurance coverage, (notices should be mailed to 700 Fort Street, Honolulu, Hawaii 96813-4808); (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 State, without notice or demand from the State, 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.

6. 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 the Permittee's permit or any act or omission of the Permittee relating thereto.

7. 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 State may require each Permittee 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 State deems necessary to verify any information in this permit or the application submitted in connection therewith.

8. IMMEDIATE NOTIFICATION OF CHANGES:

Each Permittee must immediately notify the State in writing of any changes to any information provided to the State in the Permittee's permit application or this permit.

9. 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 certain restrictions as may be imposed by the State, including, without limitation, the restrictions set forth herein.

10. COMPLIANCE WITH LAWS:

Each Permittee must comply with all applicable Federal, State, and County laws, statutes, ordinances, rules and regulations.

11. DECALS:

A 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.

Place the decal on the passenger side of the front bumper of the authorized vehicle. Decals must be clearly visible.

Replacement: Worn or faded decals may be replaced free of charge, provided the original decal is returned. When the Permittee changes vehicles, the charge is \$27.50 per replacement decal for new vehicles. In order to obtain the replacement decal, the Permittee must submit to the State the new registration or certificate or purchase covering the new vehicle, together with the unexpired decal.

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

Renewals: Decals may be renewed beginning thirty (30) days prior to the expiration date.

12. LIMITATION ON OAHU LOCATIONS FOR AUTHORIZED VEHICLES:

Approved Taxi operations are allowed only at the Pier 2 Cruise Terminal area on the dates that cruise vessels are loading or unloading passengers. Parking or stopping, including

loading and unloading to and from the vehicles, is allowed only in areas designated by the State.

13. ENFORCEMENT:

NO VEHICLE IS AUTHORIZED TO OPERATE ON STATE PROPERTY WITHOUT A CURRENT DECAL. Vehicles operating at State-owned facilities without a proper decal will be subject to citation for such violation.

14. 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.

All vehicles are subject to the Rules, and operators must obey State personnel and signs.

I understand and agree to these requirements.

Print Name

Signature

Date_____