State of Hawaii
Department of Transportation
Harbors Division

Application for Ground Transportation Permit

Print Name: _____ **Title:** _____
Name of Company: _____ **Phone:** _____
Address: _____ **Zip code:** _____
E-mail Address: _____ **FAX No.:** _____

Vehicle Register

License No.	Serial Number	Year	Make	Pax. No.	Harbors Use Only	
					Decal No.	Expiration

(Attach list for additional vehicles)

Insurance Company: _____
Insured Name: _____
Policy Number: _____
Policy Period: _____

Insurance coverage limits: ( ) Each Occurrence ( ) Combined Single Limit

	Property Damage	Bodily Injury
1 - 7 Passengers	( ) $ 25,000.00	( ) $ 300,000.00
8 - 17 Passengers	( ) $ 50,000.00	( ) $ 500,000.00
18 - More Passengers	( ) $ 75,000.00	( ) $ 750,000.00

I certify, as the Permittee or authorized agent of the Permittee, that the Permittee shall be subject to and shall comply with the general and special conditions for the Ground Transportation-Permit, and Chapter 19-44, Hawaii Administrative Rules (Rules Relating to Services and Procedures, Charges, Tolls and Fees), also known as the Commercial Harbors and Tariff and Chapters 19-41, 19-42 and 19-43, Hawaii Administrative Rules. I further understand that falsification of any information submitted in connection with this permit will result in the immediate cancellation of this permit and all other permits issued by the Harbors Division. I also acknowledge that the permittee shall be subject to the penalties set forth in §266-25, Hawaii revised Statutes, for committing any of the acts described therein. I will immediately relinquish any decal upon written notice from the Harbors Division.

Date: _____ **Signature:** _____

Harbors Use Only:

Bus	_____	x _____	= $	_____
Mini-Bus	_____	x _____	= $	_____
Vans/Limos	_____	x _____	= $	_____
Other	_____	x _____	= $	_____
		Total	**$**	_____

Receipt No.: _____
Date: _____
By: _____

APPROVED BY: Kauai District Manager _____ **Date:** _____

Rev. 5/26/15

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HARBORS DIVISION

GROUND TRANSPORTATION PEMIT

The STATE OF HAWAII, Department of Transportation, Harbors Division ("State") hereby permits

_____ ("Permittee"),

Whose mailing address is _____ to enter onto

(circle one) Nawiliwili or Port Allen 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 to June 30 of the following year 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:**

	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 Pickup/delivery only	$157.30
(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 or local checks are accepted. Make checks payable to: **Department of Transportation, Harbors Division.**

4. **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 Per Occurrence	(Bodily Injury) 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 as an additional insured; (c) provide that the State shall be notified at least thirty (30) days prior to any termination, cancellation or any material change in the Permittee's insurance coverage, (notices should be mailed to 3242 Wa`apa Road, Lihue, HI 96766; (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 decals or other approved temporary permit on the Driver's side windshield of the authorized vehicle. Decals must be clearly visible.

Replacement: When a vehicles 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. Vehicles taken out of service 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 or not usable; b) proof of insurance coverage is provided; and c) payment of **$27.50** for a replacement decal is paid.

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

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

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 determines that the Permittee is creating an imminent and unreasonable risk to the safety or security of the State property or others.

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. Each permittee shall comply with the Special Conditions and any Harbor Master's Notice issued related to this permit.

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 lawfully 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. Nothwithstanding

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 (5) 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 limitations, 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 requirements.

PERMITTEE: _____

BY: _____

TITLE: _____

DATE: _____

GROUND TRANSPORTATION PERMIT
SPECIAL CONDITIONS

Nawiliwili Harbor

As a condition of being issued a new Ground Transportation Permit the undersigned agrees to abide special conditions set by the Harbor Master. It is understood and agreed that a continued presence in Nawiliwili Harbor by the Permittee depends on compliance with this agreement, the provisions of which are stated below:

1. All personnel, frequent visitors (requiring access more than one time in any three month period), or Permittees and their agents and employees, requiring entrance into Nawiliwili Harbor facility must have attended Maritime Security Awareness (MSA) training prior to gaining entrance. Evidence of this MSA training is required and shall be provided to security prior to gaining entrance.

2. All drivers are requested to promote orderly operations. Prior to returning passenger/groups to harbor, driver should inform passengers to have their boarding pass and picture identification ready for security personnel.

3. Drivers shall report problems or situations to the Security Supervisor or to the Harbor Master's office. Do NOT attempt to resolve problems yourself.

4. All vehicles shall obey posted speed limit signs while on harbor property. SPEEDING IS PROHIBITED.

5. Littering is prohibited. Drivers are requested to properly dispose of litter, including cigarette remnants.

6. No "Horse Playing" or inappropriate behavior that may be a security distraction, within the harbor. Examples include: playing catch, juggling, tag, hot potato, playing ukulele, washing of vehicle, etc.

7. All drivers shall possess a current valid driver's license.

8. Drop-off of passengers (only), without a harbor permit, is allowed.

9. Drivers are prohibited from entering the passenger loading area and passenger terminal. Drivers are permitted to use the newly constructed restroom facility but only for personal hygiene purposes, i.e. not for vehicle cleaning/washing.

10. TOUR OPERATORS:

    a. Independent tour operators with a proper Ground Transportation Permit, who have pre-arranged tours, with the ship in port, will be allowed entrance with a list of passengers that match the manifest.

11. SHUTTLE:
    a. Due to the pedestrian/vehicular congestion, only one shuttle per company will be allowed within the facility at one time until 11:00 am.
    b. Each vehicle operator shall be able to present verification that the vehicle operator has been retained by a person or company to provide free shuttle services for passengers to a specific destination in contrast to a tour.
    c. The vehicle operators will have a maximum of 20 minutes to load their passengers into their vehicles and depart the facility.
    d. Vehicle operators will be allowed to enter the harbor on a schedule approved by the Harbor Master.

12. TAXI:

    a. Drivers shall pick-up passengers only from the designated taxi passenger area. Loading from anywhere outside the designated taxi loading area is strictly prohibited. Passengers or groups shall be directed to the designated taxi loading area.

    b. The number of taxicabs allowed into the vehicle/bus turn around area will be at the discretion of the Harbor Master. All drivers shall enter the harbor at security's direction.

    c. Only one passenger/group in the passenger loading area at a time. If more than one passenger/group enters the loading area, the driver shall direct the second passenger/group to return behind the barricade and wait for the next driver to call them.

    d. Drivers in the passenger loading area shall remain with their vehicle at all times.

    e. Drivers shall inform passengers/groups of the "SHOPPING AROUND FOR TAXIS NOT AUTHORIZED" rule and that they must take the next taxi available in line.

    f. All taxicab fares for service shall be based upon the distance traveled, plus waiting time. NO NEGOTIATION OF FARES.

    g. Pre-arranged taxi waiting area is located just inside gate 6 to the left. Maximum time allowed to wait for pre-arranged fare is 20 minutes, at which time you must leave the area. Solicitation is not authorized.

Drivers must remain with their vehicle at all times.

13. VIOLATIONS: Violation of these special conditions, the ban on solicitation, attempting to sell tours from other locations, or rude behavior toward passengers or other drivers will result in the following:

1. First offense: Suspension of the Permittee from the harbor for three consecutive calendar days.
2. Second offense: Suspension of the Permittee from the harbor for six consecutive calendar days.
3. Third offense: Termination of Ground Transportation Permit.

Failure to comply with any imposed suspension will result in the termination of the Ground Transportation Permit.

PERMITTEE: _____

By _____ Date _____

Title: _____

HARBOR MASTER'S NOTICE
July 1, 2014

Relating to Independent Vehicle operators

In accordance with the Hawaii Administrative Rules, §19-43-2, *Jurisdiction of harbor master over vehicles,* §19-43-5, *Traffic Controls*, and §19-43-8, *Ground Transportation,* the following procedures implemented on July 1, 2014.

For purposes of this Harbor Master's Notice, a "Vehicle Operator" shall mean the vehicle's driver who has the proper licenses and/or permits to operate a commercial passenger vehicle.

Solicitation is prohibited. No permission to solicit has been granted (§19-42-122, HAR) and the no solicitation requirement will be enforced (January 14, 2008, Advice of the Attorney General.) At the discretion of the Facility Security Officer (FSO), security officers are to enforce the HARBOR MASTER Notice and ensure the peace at the facility.

I. Prearranged Tours

A. Shipboard Pre-arranged Tours

Vessel shore excursion personnel shall provide the Harbor Master's Office with a current list of operators who are authorized to pick up passengers who have signed up for prearranged tours. Shore excursion personnel will endeavor to inform ship passengers to assemble at designated areas for vehicle pick-up. Authorized tour providers with appropriate permits shall be allowed access to the harbor to stage and pick up passengers within the harbor, provided that the vehicle operators comply with the direction of the state security personnel to control traffic pursuant to § 19-43-5.

Vehicle operators authorized to pick up passengers for shipboard prearranged tours shall adhere to the following procedures:

1. Vehicle operators shall be allowed access by guards at the main gate only if they are on the passenger ship's list of authorized vendors.
2. Vehicle operators will be allowed to meet and assemble their passengers in the area designated for that purpose.
3. The vehicle operators will have a maximum of 20 minutes to locate, direct and assemble their passengers into their vehicles.
4. The vessel shore excursion personnel shall endeavor to inform the passenger vessel operators to assemble at designated areas for vehicle pick-up and areas marked "Shipboard Prearranged Tours."

Failure to comply with these procedures will result in termination of the applicable Harbors Ground Transportation Permit(s).

B. Non-Shipboard Prearranged Tours

Operators whose vehicles are permitted to enter the harbors, pursuant to § 19-43-8, shall enter, stage and pick up passengers within the harbors, provided that the vehicle operator follows the direction of the state security officers to control traffic, pursuant to § 19-43-5.

Vehicle operators requiring entrance into the secured area of the harbor to pick up prearranged customers shall adhere to the following procedures:

1. The tour operator shall present a name or list of names (that will be verified with the ship's manifest), to the security guards at the main gate, of the passengers that the vehicle operator will be picking up.
2. The tour operator has the burden of presenting proof that the passenger completed a transaction for pick up, and such transaction occurred before the passenger arrived and disembarked the vessel.
3. The tour operator should inform the vessel passenger, who has prearranged a tour, to look for the appropriate vehicle operator of the tour.
4. Vehicle operators, employees, or agents of the motor carrier shall not be permitted to solicit passengers.
5. Vehicle operators will have a maximum of 20 minutes to locate, direct and assemble their passengers into their vehicles.

Failure to comply with these procedures will result in the suspension or termination of the applicable Harbors Ground Transportation Permit(s).

Vehicle operators without a list of pre-arranged passengers.

1. Vehicle operators without a list of pre-arranged passengers will be denied access to a parking stall; and, at the discretion of the Harbor security officers, direct the vehicle operator to leave the facility pursuant to §19-43-5, HAR.
2. Vehicle operators who present a list with incorrect names of passengers boarding the vehicle may be detained for further investigation; and, at the discretion of the Harbor security officers, shall be directed to leave the facility.

C. Free Shuttles.

Vehicles permitted to enter the harbors, pursuant to § 19-43-8, shall be permitted to operate within the harbors, provided that the vehicle operator follows the direction of the state security officer to control traffic pursuant to § 19-43-5.

Vehicle operators providing free shuttle services shall adhere to the following procedures:

1. Each vehicle operator shall present verification that the vehicle operator has been retained by a person or company to provide free shuttle services for passengers to a specific destination as opposed to a tour.
2. Vehicle operators will be allowed to meet and assemble their passengers only in the marked area for "Free Shuttle Services" sign.
3. The vehicle operator will have a maximum of 20 minutes to load and/or unload their passengers to their vehicles.
4. Vehicle operators will be allowed to enter the harbor on a schedule approved by the Harbor Master.

D. Taxi Service

Passengers who are seeking taxi services shall be directed to the designated area marked "Taxi Services." The number of stalls available for on-demand service will be determined by the Harbor Master in accordance with the Hawaii Administrative Rules, §19-43-3 and 19-43-5.

Your cooperation in complying with these traffic control procedures is requested. This notice is applicable to Pier 2 only. When passenger vessels are docked at Pier 3 the procedures presently followed will continue.

Harbors District Manager/Harbor Master