

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HARBORS DIVISION  
HAWAII DISTRICT

**GROUND TRANSPORTATION PERMIT  
GENERAL CONDITIONS**

The STATE OF HAWAII, Department of Transportation, Harbors Division (“State”) hereby permits \_\_\_\_\_ (“Permittee”), whose mailing address is \_\_\_\_\_ to enter onto Hilo or Kawaihae 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 for the fiscal year effective July 1 to June 30 of the following year unless otherwise terminated, suspended, or revoked.

**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**

	<u>Neighbor Island Ports</u>
(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	\$157.30
(7) Taxicabs	\$102.30

### 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 certified & local checks are accepted. Hawaii District office has a No Cash Policy effective September 6, 2012. Please 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 <u>Per Occurrence</u>	(Bodily Liability) Liability Coverage <u>Per Occurrence</u>
(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 of Hawaii 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 Harbors Division, 80 Kuhio Street, Hilo, Hawaii 96720); (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 or dashboard of the authorized vehicle. In compliance with State & Federal vehicle regulations, sticker decal should not extend more than 115 mm (4 1/2 inches) from the bottom of the windshield and is located outside the area swept by the windshield wipers, and outside the driver's sight lines to the road and highway signs or signals. Decals must be clearly visible.**

Replacement vehicles may continue to utilize the time remaining on an original permit pursuant to the requirements in §19-43-8, Hawaii Administrative Rules:

*When an original vehicle for which a permit was issued is taken out of service before the annual expiration date of the permit, a replacement vehicle may utilize the remaining time on the original permit, provided that the original permit is returned or there is sufficient evidence of it being destroyed or removed so as not to be reusable, there is proof of insurance coverage, and a permit renewal fee of \$27.50 is paid for a replacement sticker for the remaining time on the permit. No permit shall be issued for a period longer than one year at a time.*

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

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 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**

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) days 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.

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 harbormaster, 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/COMPANY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

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

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

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HARBORS DIVISION  
HAWAII DISTRICT

**GROUND TRANSPORTATION PERMIT  
SPECIAL CONDITIONS**

As a condition of being issued a new Ground Transportation Permit for the fiscal year effective July 1 to June 30 of the following year, the undersigned agrees to abide to the following Special Conditions set by the Harbor Master. It is expressly understood and hereby agreed that a continued presence in Hilo Harbor or Kawaihae Harbor by the Permittee or the Permittee's driver(s) depends on compliance with this agreement, the provisions of which are stated below:

**1. ALL PERMITTEES**

- a. In order to gain unescorted access, valid credentials must be in your possession at all times. (TWIC, MSA, current government photo identification)
- b. No staging or parking of ground transportation vehicles is allowed on facility roadways, unless specifically authorized by the Harbor Master, the Facility Security Officer or his authorized representative.
- c. Vehicle operators shall obey all directions given by security personnel.
- d. Speeding is prohibited. All vehicles shall observe the posted speed limit. The speed limit at Hilo Harbor and Kawaihae Harbor is 10 MPH.
- e. Drivers shall obey all stop signs. Moving violations can and will be prosecuted.
- f. Littering is prohibited.
- g. Smoking is prohibited.
- h. At no time shall a driver leave their vehicle unattended while idling.
- i. Non-professional and disruptive conduct will not be tolerated.
- j. Drivers shall promptly report problems or situations to security personnel. DO NOT attempt to resolve problems yourself.
- k. Complaint forms to report problems or incidents are available in the harbormaster's office.
- l. Prior to returning passenger(s) to the harbor, drivers are to remind passenger(s) to have their boarding pass and a photo ID ready for inspection at the access gate.

**2. PRE-PAID TOURS ARRANGED WITH CRUISE SHIPS**

- a. For verifiable harbor entry, tour operators must be on the ships' vendor list. Contact the ship or cruise line representative to ensure your company is on the vendor list.

**3. PRE-PAID TOURS ARRANGED DIRECTLY WITH TOUR OPERATORS**

- a. For verifiable harbor entry, tour operators must provide written booking information to American Guard Services (AGS.) Information must include the following:
  1. at least one passenger name
  2. tour date
  3. pick-up time
  4. at least one passenger contact phone number and/or stateroom number
  5. number in party

#### 4. **FREE SHUTTLES**

- a. **Free Shuttle Service Application must be completed before a Ground Transportation permit is issued.**
- b. Security personnel are authorized to direct free shuttles to designated area.
- c. The designated free shuttle area is located in front of the Pier 1 Terminal.
- d. There shall be no more than two (2) free shuttles at any one time in the facility
- e. Free Shuttles shall depart the designated area after a period of 20 minutes or when their vehicle is full, whichever comes first.
- f. There shall be no overloading of passengers for transport to an awaiting shuttle outside of the harbor.
- g. Free Shuttle drivers shall remain between their vehicle and the yellow barriers, which separate vehicles from the passenger area.
- h. Free Shuttle drivers may display a sign that says **Free Shuttle** since the facility has no posted signage. **No other wording or pictures are permitted.** No signs shall exceed 2 feet by 1 foot (2' x 1'.)
- i. **SOLICITATION IS PROHIBITED** according to Hawaii Administrative Rules §19-42-122, **Private Use of State Harbor Property or Facilities; Business Activities; Signs.**
- j. Operators may respond to passengers' questions.

#### 5. **TAXI DRIVERS**

- a. Security personnel are authorized to direct taxicabs to designated area.
- b. The designated taxi area is located in front of the Pier 1 Terminal.
- c. Taxis rotate on a **first in – first out** basis.
- d. There shall be no more than six (6) taxis at any one time.
- e. Taxi drivers shall remain inside or within arm's length of their taxicab at all times.
- f. All taxicabs are metered – **no flat rate.** Negotiation of fares is prohibited.
- g. The meter rate is for all passengers – **not for each passenger.**
- h. Drivers are not allowed to pass a fare along to the next driver in line.
- i. The first driver in line is obligated to take the fare to passengers' destination, no matter how long or short the trip.
- j. **Do not bypass this system unless a passenger has a specific requirement, i.e. handicap accessible or larger vehicle.**
- k. Signs are prohibited due to the facility having posted signage that reads: No Parking, Taxi Loading.
- l. **SOLICITATION IS PROHIBITED** according to Hawaii Administrative Rules §19-42-122, **Private Use of State Harbor Property or Facilities; Business Activities; Signs.**
- m. Operators may respond to passengers' questions.

#### 6. **VIOLATIONS OF HARBOR RULES AND SPECIAL CONDITIONS**

- a. Failure to comply with HARBOR RULES AND SPECIAL CONDITIONS may result in the suspension of the Permittee or the Permittee's driver(s) from the harbor in accordance with the terms of the applicable Harbors Ground Transportation Permit(s) on a case by case basis.
- b. Penalties for violating the HARBOR RULES AND SPECIAL CONDITIONS shall be as follows:

1. **First Violation** – Letter of Warning
2. **Second Violation** – Suspension from harbor for three (3) consecutive cruise vessel days.
3. **Third Violation** – Revocation of Ground Transportation Permit for the rest of the fiscal year. For example, if the third violation occurs in July, the permit will be revoked for the remainder of the fiscal year. **The fiscal year begins on July 1 and ends on June 30 of the following year.**

**7. 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 harbormaster, 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 6 herein.

**I UNDERSTAND AND AGREE TO THESE REQUIREMENTS**

PERMITTEE/COMPANY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

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

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

PHONE NUMBER: \_\_\_\_\_



## GROUND TRANSPORTATION VEHICLE REGISTER

LIC. PLATE #	VEHICLE SERIAL #	YEAR	MAKE	CAPACITY	TYPE	HAR-H PERMIT #

NAME OF INSURANCE COMPANY: \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

INSURANCE COVERAGE LIMITS:

Property Damage: \$ \_\_\_\_\_ Public Liability: \$ \_\_\_\_\_

### 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/COMPANY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

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

ADDRESS: \_\_\_\_\_

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

PHONE NUMBER (List all numbers): \_\_\_\_\_

EMAIL ADDRESS (List all addresses): \_\_\_\_\_

-----HARBORS DIVISION USE ONLY-----

<u>Vehicle Type</u>	<u>Months</u>	<u>Veh Count</u>	<u>\$ Per Vehicle</u>	<u>Total</u>
(1) Bus (>54 pax)	_____	_____ x	\$ _____ =	\$ _____
(2) Bus (<54 pax)	_____	_____ x	\$ _____ =	\$ _____
(3) Mini (25 pax)	_____	_____ x	\$ _____ =	\$ _____
(4) Van (8-17 pax)	_____	_____ x	\$ _____ =	\$ _____
(5) Van (1-7 pax)	_____	_____ x	\$ _____ =	\$ _____
(6) Bag (delivery)	_____	_____ x	\$ _____ =	\$ _____
(7) Taxi (taxi)	_____	_____ x	\$ _____ =	\$ _____

RECEIPT NUMBER: \_\_\_\_\_

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

ISSUED BY: \_\_\_\_\_

TOTAL COLLECTED = \$ \_\_\_\_\_

APPROVED BY: Harbor Master \_\_\_\_\_

Date: \_\_\_\_\_