

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

GROUND TRANSPORTATION PERMIT

Honolulu Harbor and Kalaeloa Barbers Point Harbor

The STATE OF HAWAII, Department of Transportation, Harbors Division (“State”) hereby permits _____ (“Permittee”), whose mailing address is _____ to enter onto _____, 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, 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:**

Honolulu Harbor and Kalaeloa Barbers Point Harbor

| | | |
|-----|---|----------|
| (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 (Separate permit - Open Taxi System for Cruise Terminals) \$137.50

3. PAYMENTS:

All charges set forth above are on a fiscal year basis may be pro-rated for the remainder of the fiscal year, if the term of the Permit is less than one (1) 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:

| | <u>Property Damage Liability Coverage Per Occurrence</u> | <u>(Bodily Injury) Liability Coverage 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, 700 Fort Street, Honolulu, Hawaii 96813); (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 front bumper of the authorized vehicle. 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 decal 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, 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 and each insurance policy must be issued to the named 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) 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 (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 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 requirements.

PERMITTEE: _____

By _____

Title: _____

Date: _____

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION

GROUND TRANSPORTATION PERMIT
SPECIAL CONDITIONS

Honolulu Harbor and Kalaeloa Barbers Point Harbor

As a condition of being issued a Ground Transportation Permit for the period _____, the undersigned agrees to abide by the Special Conditions set by the Harbor Master. It is understood and agreed that a continued presence in Honolulu Harbor and Kalaeloa Barbers Point 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 (1) time in any three (3) month period), or Permittees and their agents and employees, requiring entrance into Honolulu Harbor and Kalaeloa Barbers Point Harbor facilities 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 the harbor, driver should request passengers to have their boarding pass and picture identification ready for security personnel.
3. No solicitation on Harbors Division property.
4. No staging or parking of ground transportation vehicles is allowed on facility roadways, unless specifically authorized by the Harbor Master or Facility Security Officer.
5. Drivers shall report problems or situations to the Security Supervisor or to the Harbor Master's office. Do NOT attempt to resolve problems yourself.
6. All vehicles shall obey posted speed limit signs while on Harbors Division property. SPEEDING IS PROHIBITED.
7. Littering is prohibited. Drivers are requested to properly dispose of litter, including cigarette remnants, in the receptacles provided.
8. No "Horse Playing" or inappropriate behavior that may become a security distraction, within the harbor.
9. All drivers shall possess a current valid driver's license.
10. Drop-off of passengers (only), without a Harbors Division permit, is allowed.
11. Drivers are prohibited from entering the passenger loading area and passenger terminal. Drivers are permitted to use the public restroom facility but only for personal hygiene purposes, i.e. not for vehicle cleaning/washing.
12. **TOUR OPERATORS**: Tour operators with a valid Ground Transportation Permit, who have pre-arranged tours, with the ship in port, will be allowed entrance to the terminal staging area.
13. **SHUTTLE** (This Special condition applies to shopping shuttles and car rental shuttles):
 - a. Due to the pedestrian/vehicular congestion, only one (1) shuttle vehicle per company will be allowed within the facility at one time.
 - b. There shall be only one (1) driver per shuttle vehicle and one (1) greeter for each shuttle company (not vehicle) allowed on the facility at the same time.
 - c. Shuttle waiting area is reserved for active loading and active unloading only.

14. TAXI (Pier 2 Terminal only):

- a. Drivers shall pick-up passengers only from the designated taxi passenger loading area fronting the terminal facility. 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. Drivers in the passenger loading area shall remain with their vehicle at all times.
- c. 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.
- d. All taxicab fares for service shall be based upon the distance traveled, plus waiting time. **NO NEGOTIATION OF FARES. NO REFUSAL TO TAKE FARES.**
- e. Pre-arranged taxi waiting area is located in front of the terminal. Maximum time allowed to wait for pre-arranged fare is fifteen (15) minutes, at which time you must leave the area. Solicitation is not authorized. Drivers must remain with their vehicle at all times.

15. VIOLATIONS: Violation of these Special Conditions, the ban on solicitation, attempting to sell tours from other locations within the harbor, or rude behavior toward passengers or other drivers could result in the following suspensions:

- 1. First offense: Suspension of the Permittee from the harbor for three (3) consecutive calendar days.
- 2. Second offense: Suspension of the Permittee from the harbor for six (6) consecutive calendar days.
- 3. Third offense: Termination of Ground Transportation Permit.

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

Permittee: _____

By (signature) _____

Title: _____

Date: _____

GROUND TRANSPORTATION VEHICLE REGISTER

| LIC. PLATE NO. | VEHICLE SERIAL NO. | YEAR | MAKE | CAPACITY | TYPE | HAR-O ISSUED NO. |
|----------------|--------------------|------|------|----------|------|------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

NAME OF INSURANCE COMPANY: _____

POLICY NUMBER: _____ EXPIRATION DATE: _____

INSURANCE COVERAGE LIMITS:

Property Damage: \$ _____ 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: _____

Print Name: _____ By (signature) _____

Title: _____

Address: _____

Phone Number: _____ Fax Number: _____ Date: _____

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

BUS(ES) _____ x \$ _____ = _____ RECEIPT NUMBER: _____

MINI-BUS _____ x \$ _____ = _____ DATE ISSUED: _____

LIMO(S) _____ x \$ _____ = _____ ISSUED BY: _____

SEDAN(S) _____ x \$ _____ = _____

VAN(S) _____ x \$ _____ = _____

TOTAL COLLECTED = _____

APPROVED BY: _____

HARBOR MASTER
OAHU DISTRICT

DATE