

State of Hawaii - Department of Transportation - Harbors Division – Maui District  
**Application for Ground Transportation Permit**

**OFFICE USE ONLY - VALID**  
 FROM \_\_\_\_\_, 20\_\_ THRU \_\_\_\_\_, 20\_\_

*\*Applications must be completed and signed by Company Owner/Manager*

Permittee (Individual/Company): \_\_\_\_\_ Title: \_\_\_\_\_

Print Name (Owner/Manager): \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail address (print): \_\_\_\_\_

**Upon changes to the application for any reason, this form along with applicable documents must be re-submitted to the Harbors District Office.**

**Maui/Secondary Contact (if different from above)**

Print Name : \_\_\_\_\_ Title: \_\_\_\_\_

Business Tel No.: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**VEHICLE REGISTER**

\*Attach additional sheet if needed\*

Office Use Only

License No.	Dome No. / PUC No.	Vehicle Identification No.	Make	Color	# PAX (incl. driver)	Type	Permit No.

Insurance Company: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Insurance Coverage Limits: ( ) Each Occurrence ( ) Combined Single Limit

Property Damage: \$ \_\_\_\_\_ Public Liability (Bodily Injury) \$ \_\_\_\_\_

**Understanding and Agreement to Harbors Maui District's Ground Transportation Rules and Conditions**

I, **(PRINT NAME)** \_\_\_\_\_, understand and agree to these Ground Transportation Permit *General Conditions* and *Harbor Master Special Conditions* attached hereto and made a part hereof, and will abide by these provisions and rules of the Commercial Harbors and Tariffs. 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. I understand that if although I do not receive a renewal notification, it is my responsibility to ensure that an application is filled prior to the current permit's expiration. I also confirm my responsibility to ensure all other drivers employed as drivers for the business listed below on this Ground Transportation Permit fully understands and agrees to these Ground Transportation Permit General Conditions and Requirements. Any changes to the application must be updated with the Harbors Maui District Office, failure to do so may result in the immediate termination of the permit(s).

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

**HARBORS USE ONLY**

TYPE	UNIT	x	AMOUNT	=	TOTAL
BUS, more than 54	1		\$632.50		
BUS, less than 54	2		\$550.00		
MINI BUS, max 25	3		\$275.00		
VAN, SUV, LIMO, 8-17	4		\$192.50		
AUTO, VAN, SUV, 1-7	5		\$157.30		
Baggage TRK/VAN	6		\$157.60		
TAXICABS	7		\$102.30		
MISC. FEES - COPY			\$1.00		

Total Collected: \_\_\_\_\_  
 Receipt Number: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Received By: \_\_\_\_\_

**GROUND TRANSPORTATION 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):**

	<u>All Ports</u>
(1) Motor coaches, Buses - 54 or more passengers .....	\$632.50
(2) Motor coaches, Buses - less than 54 passengers.....	\$550.00
(3) Shuttle Buses, Mini Buses – 18 to 25 passengers .....	\$275.00
(4) Vans, SUV, Limousines, Stretch-outs, - 8 to 17 passengers.....	\$192.50
(5) Passenger vehicles (Van, SUV, Auto) - 1 to 7 passengers.....	\$157.30
(6) Trucks, Cargo Vans for baggage, stores, etc.....	\$157.60
(7) Taxicabs .....	\$102.30 (Neighbor Island Ports)

**\*Daily Harbors Parking Permits will no longer be issued in lieu of or in addition to Ground Transportation Permits.**

**3. PAYMENTS:**

All charges set forth above are on a 12-MONTH basis. Only certified check, money order, local cashier’s check or in-State personal check will be accepted. Checks or money orders must be made payable to: *State of Hawaii, Department of Transportation, Harbors Division.*

**NOTE: The Harbors Maui District Office does not accept Cash or Credit Card Payments.**

**4. INSURANCE REQUIREMENT:**

An original certificate of **automobile/vehicle** insurance evidencing coverages 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 <u>Per Occurrence</u>	Bodily Liability Liability Coverage <u>Per Occurrence</u>
(1) Vehicle capable of carrying 1-7 individuals	\$25,000	\$300,000
(2) Vehicle capable of carrying 8-17 individuals	\$50,000	\$500,000
(3) Vehicle capable of carrying 18 or more individuals	\$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**) 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 101 E Kaahumanu Ave., Ste 100, 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.

**Decals are not transferable between vehicles.**

Affix the decal or other approved temporary permit on the interior lower left corner of the Driver's side windshield of the authorized. In compliance with State & Federal regulations, sticker decal shall not extend more than 4 ½ inches from the bottom, 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.

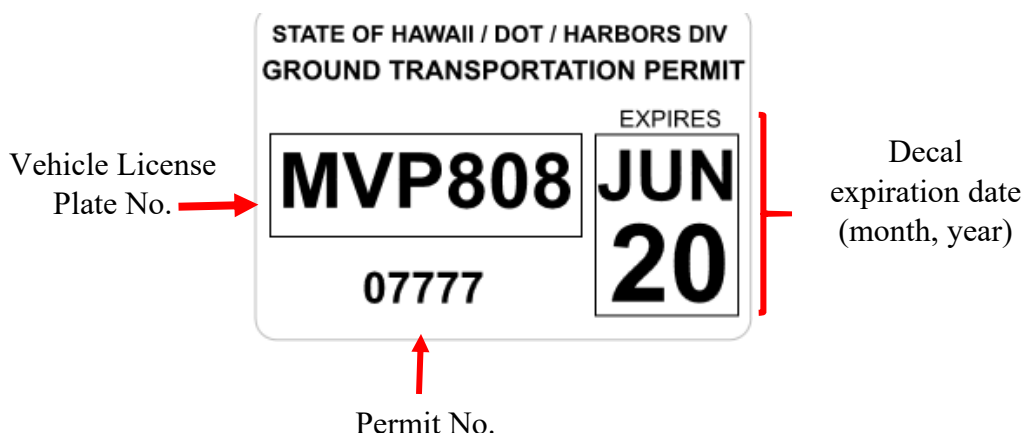
**Replacement:** A **one-time** replacement can be made when a vehicle is taken out of service for any reason, including short & immediate repair, or for other than for short & immediate repair, the Permittee may utilize the remaining time on the original permitted vehicle and issued a new decal provided a) the original decal is removed and returned to the Harbor Master; b) a copy of the replacement vehicle's valid registration card and valid vehicle insurance card are submitted; and c) \$27.50 is paid for the replacement decal.

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

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

The Permittee must purchase another decal if the original is lost or stolen.

Effective July 1, 2019 the new Harbors Ground Transportation Permit will be as shown below. The diagram details important information located on the decal.



**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.

**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 this 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 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.

**8. IMMEDIATE NOTIFICATION OF CHANGES:**

**THE PERMITTEE SHALL 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. Failure to do so may result in the immediate termination of the 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 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 VALID GROUND TRANSPORTATION PERMIT** 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 including 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.

### GROUND TRANSPORTATION HARBOR MASTER SPECIAL CONDITIONS Kahului Harbor

**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 Harbors Facility Security Officer (357-0665 / 357-7033 / 268-3173), the Harbors Maui District Office (873-3350), the Harbors Roving Security Officer (359-4811), or the Passenger Terminal Security Officer (357-5515).

As a condition of being issued a new Ground Transportation Permit, the undersigned agrees to abide by the Harbor Master Special Conditions. 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 RULES 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 Harbors facility – shall possess a valid TWIC and must have attended Maritime Security (MARSEC) Awareness Training. Evidence of this MARSEC Awareness Training is required (**TRAINING MUST HAVE BEEN COMPLETED WITHIN THE PAST FIVE (5) YEARS OR LESS**).
- 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 be professional, conscientious and courteous; shall conduct himself or herself at all times in a manner which reflects credit to the Department of Transportation and the State of Hawaii; 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 the Harbor Master, Facility Security Officer and State Security Officer, USCG, and law enforcement officers.
- e. Drivers shall, at all times, obey all posted traffic and security signs. **Speed limit within the secured and restricted areas is 5 MPH. VIOLATORS WILL BE SUBJECT TO IMMEDIATE SUSPENSION FROM THE HARBOR.**
- f. For the safety of all personnel, tour operators, shuttle van and taxi drivers shall be responsible to exercise extreme caution while operating within their respective designated areas and within Kahului Harbor.
- g. 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.
- h. Drivers shall be subject to random security inspections of driver and vehicle.
- i. Drivers are not authorized to stage or park commercial vehicles, with or without ground transportation permits, in or on Harbors facilities, unless specifically authorized by the Harbor Master, Facility Security Officer, or the State Security Officer.
- j. Drivers are not authorized to drop off passengers or crew members directly in front of any security gate.
- 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 with a valid TWIC and MARSEC.
- l. Drivers shall remain inside the vehicle in the designated **AT ALL TIMES WHILE THE ENGINE IS ON/IDLING**.
- m. Drivers are allowed outside of their vehicle if the engine is **turned off** with the parking brakes on.
- n. **SOLICITATION, LOITERING, AND LITTERING IS STRICTLY PROHIBITED.**

#### 2. SPECIFIC RULES FOR 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. Permittee shall be allowed only **ONE (1) GREETER** per company in the restricted passenger waiting areas outside the passenger terminal unless specifically authorized by the Harbor Master or the Facility Security Officer

or the State Security Officer.

- c. The restricted ground transportation areas are reserved for active loading and active unloading only. **Instructions and information to tour customers shall be conducted in the greeting area prior to loading or in the tour van outside the harbor facility.**
- d. The maximum waiting time for pre-arranged tours shall be **FIFTEEN (15) MINUTES** unless specifically authorized by the Harbor Master or the Facility Security Officer or State Security Officer.

### 3. **SPECIFIC RULES FOR TAXICAB DRIVERS AND LIMOUSINE DRIVERS:**

- a. Harbors security personnel are authorized to control access into the restricted ground transportation areas and the number of taxicab 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. Taxicab 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. **ALL** drivers shall prominently display **BOTH** Taxicab Business Permit and Taxicab Driver's **Permit in full view on the passenger side dashboard.**
- d. Taxicab and limousine drivers shall pick up or drop off passengers and crewmembers at the designated taxicab areas near the Pier 1 passenger terminal comfort station.
- e. Taxicab and limousine drivers shall take the next available passenger(s) or crewmember(s) at the designated taxicab area. Refusal to take taxicab passenger(s) for any reason – other than to Haleakala, Kahakuloa, Hana, beyond Kula and beyond Makena and/or passenger specific requests i.e. disabled, larger vehicle., etc. – may result in the immediate suspension from the harbor.
- f. Taxicab and limousine drivers are prohibited from negotiating taxicab fares on Harbors property.
- g. Taxicab and limousine drivers may respond to passenger questions.
- 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. Taxicab and limousine drivers shall provide the security guards at entry Gate 6 the first & last names of passengers or crew members for pre-arranged pick up. Access will be denied if first & last names are not provided to security.
  - iii. **The maximum waiting time for pre-arranged taxi or limousine pick up shall be fifteen (15) minutes.**
  - iv. Taxicab and limousine drivers shall remain next to their own vehicles at all times with engines off.
  - v. **Solicitation** of passengers or crew members waiting at the designated taxicab area to meet taxicab and limousine drivers at the designated pre-arranged area **is strictly prohibited. VIOLATORS SHALL BE IMMEDIATELY SUSPENDED FROM THE HARBOR.**
- i. Taxicab and limousine drivers are prohibited to display magnetic business/advertisement signs, ride sharing decals (UBER, Lyft, etc.) or any other signs in or around the vehicles in full view of the public while on Harbors property.

### 4. **VIOLATIONS:**

- a. Failure to comply with any of the Harbor Master Special Conditions may result in the immediate suspension of **ALL VIOLATORS** from Kahului Harbor – 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).