

APPLICATION FOR GROUND TRANSPORTATION PERMIT**Applications must be completed and signed by Company Owner or Manager*

Permittee (Individual/Company): _____ Title: _____

Print Name (Owner/Manager): _____ Cell Phone: _____

Address: _____ City: _____ Zip: _____

E-mail address (required): _____

Upon any/all changes to the application for any reason, this form along with applicable documents must be re-submitted to DOT Harbors Maui District within SEVEN (7) days of any changes. Failure to do so may result in the suspension or termination of the Ground Transportation Permit.

Maui Contact or Secondary Contact (if different from above)

Print Name : _____ Title: _____

Business Tel No.: _____ Cell Phone: _____

E-mail address (required): _____

VEHICLE REGISTER***Attach additional sheet if needed*****Office Use Only**

License No.	PUC Nbr or Dome Nbr	Vehicle Identification Number	Make	Color	# PAX Include driver	Type	Permit No.

Insurance Company: _____

Policy Nbr: _____ 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

TYP E	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		\$157.30		
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):

All Ports

(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.....	\$157.30
(7) Taxicabs.....	\$102.30

***Daily Harbors Parking Permits are not issued in lieu of or in addition to Ground Transportation Permits.**

3. PAYMENTS:

All charges set forth above will be for the **Fiscal Year, July 1 to June 30. Only Hawaii personal checks, Hawaii bank cashier's checks or money orders will be accepted.** Hawaii personal checks, Hawaii bank cashier's checks or money orders must be made payable to: **"State of Hawaii – DOT – Harbors"**

NOTE: DOT Harbors Maui District does not accept Cash or Out-of-State Personal Check 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 and **SHALL BE VALID FOR AT LEAST NINETY (90) DAYS FROM THE TIME OF THE APPLICATION.** 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**) 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, 101 E Kaahumanu Ave., Suite 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 or located outside the area swept by the windshield wipers or located outside the driver's sight lines to the road and highway signs or signals. Decals must be clearly visible.

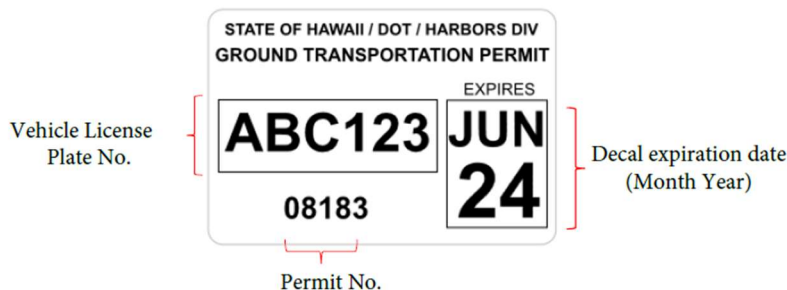
Replacement: A **one-time** replacement can be made when a vehicle is taken out of service for any reason, including short & immediate repair, or for other than for short & immediate repair, the Permittee may utilize the remaining time on the original permitted vehicle and issued a new decal – **Provided a) the original decal is removed and returned to DOT Harbors Maui District; b) a copy of the replacement vehicle's valid registration card and a copy of a 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 and **SHALL BE VALID FOR AT LEAST NINETY (90) DAYS FROM THE TIME A REPLACEMENT DECAL IS REQUESTED.**

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.

The Harbors Ground Transportation Permit is 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. **Failure to follow this rule may result in the suspension or termination of the Ground Transportation Permit.**

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, Transportation Worker Identification Credential (TWIC), 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 WITHIN SEVEN (7) DAYS 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 suspension or termination of the Ground Transportation 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 in any area not designated for authorized use, including on the apron areas of piers.

14. TERMINATION:

The Harbor Master, in its sole discretion, may 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.