

**NON-EXCLUSIVE RIDE-SHARING COMPANY  
CONCESSION AGREEMENT BY AND BETWEEN  
THE COUNTY OF HUMBOLDT AND LYFT, INC.**

This “**Non-exclusive Ride-Sharing Company Concession Agreement**” (the “Agreement”) is hereby made and entered into, by and between Lyft, Inc., a Delaware corporation authorized to do business in California (“Operator”), and the County of Humboldt, a political subdivision of the State of California, by and through its Department of Aviation (“County”), and is made on the last date signed below for the following considerations:

**WHEREAS**, County is the owner and operator of the California Redwood Coast – Humboldt County Airport (the “Airport”) located in McKinleyville, CA 95519; and

**WHEREAS**, Airport is an enterprise County operates to be financially self-sufficient, and contracts with concessionaires, tenants, and other parties which County grants rights to operate commercially and provide revenue to the Airport and County; and

**WHEREAS**, the California Public Utilities Commission (“CPUC”) has promulgated rules and regulations regarding licensing and operation of Transportation Network Companies (“TNCs”), of which Operator is one; and

**WHEREAS**, the CPUC has prohibited TNCs from operating at airports unless the airport has authorized such TNC to do so by permit or agreement; and

**WHEREAS**, TNCs operate through a computer application-based business model which enables TNCs to communicate and conduct business remotely with potential customers while they are still in the terminal; and

**WHEREAS**, the computer application business model is based on technology which County has no direct experience within the Airport business environment, and therefore, County desires to negotiate fair and reasonable rates along with a charge structure in an agreement with Operator; and

**WHEREAS**, Operator desires to operate a TNC business at the Airport and enter into an agreement with County, wherein the network provided by Operator will be used to connect passengers to independent contractor drivers pre-arranged transportation services offered by certain drivers; and

**WHEREAS**, County has agreed to allow the Operator to conduct its business at the Airport, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the covenants and promises contained herein, County and Operator (the “Parties”) hereby agree as follows:

1. **DEFINITIONS** The Parties hereby agree the following definitions shall apply to this Agreement at all times during the term hereof:

1.1 "Airport" means the California Redwood Coast – Humboldt County Airport (the "Airport") located in McKinleyville, CA

1.2 "App" or "Application" shall mean the mobile smartphone application or platform developed by Operator that connects passengers with Drivers/Vehicles, as reviewed and approved by County .

1.3 "Commencement Date" means the last date of the events defined in Section X.X.

1.4 "County" means the County of Humboldt, CA, owner of the Airport.

1.5 "CPUC" means the California Public Utilities Commission, which regulates and licenses transportation providers in California, including TNCs.

1.6 "Department" means the County's Department of Aviation.

1.7 "Designated Areas" shall mean loading zones where the general public may be picked up and/or dropped off by Operator's Drivers at the Airport as depicted in Exhibit A, attached hereto.

1.8 "Director" means the Director of the County's Department of Aviation.

1.0 "Driver(s)" means any individual who has been approved and is currently authorized by Operator to use a vehicle to transport passengers whose rides are arranged through the Operator's online-enabled application. The term Driver applies to any Driver when on Airport property by reason of the Driver's relationship with the Operator, regardless of whether the Vehicle is carrying a passenger.

1.10 "Effective Date" means the last date signed by both Parties.

1.11 "Geo-Fence" means a polygon whose points are geographic coordinates on Airport property designated by County (as may be amended by the County from time-to-time) which delineates the area within which Operator must operate under this Agreement.

1.12 "Monthly Fee" means the product of the following factors: (i) the number of Trips conducted by the Operator's Vehicles in one calendar month, multiplied by (ii) the Per Trip Fee in effect.

1.13 "Per Trip Fee(s)" means two dollars for each trip (\$2/trip) until such time this fee is incorporated into the Humboldt County "Schedule of Fees and Charges", where annual adjustments may be made by the Board of Supervisors.

1.14 "Permitted Use" means the non-exclusive right and privilege to access and use of the Airport roadways within the Airport's Geo-Fence anticipated by this Agreement, for purposes of conducting commercial ground transportation operations for passengers and other users of the Airports using Operator's mobile App.

1.15 "Transportation Network Company" or "TNC" means a company that uses computer application-based networks of drivers to provide ground transportation services for customers possessing and using the Operator's mobile application as its primary business model of providing commercial services.

1.16 "TNC Application Driver Identification" means a form of identification assigned to each authorized TNC Driver using operator's computer based application.

1.17 "Trip" means each instance in which a Driver affiliated with the Operator enters the Airport property and makes one or more stops to pick up and/or drop-off one or more passengers

arranged through Operator's App on Airport property.

1.18 "Vehicle" shall mean the vehicle used by a Driver while performing Operator's business.

1.19 "Waybill" means the prearranged reservation made between a passenger and TNC Driver on the TNC application.

## **2. REPRESENTATIONS AND COVENANTS BY THE OPERATOR**

The Operator hereby represents and covenants that it is a corporation in good standing in the State of Delaware, is duly qualified in good standing and authorized to do business in the State of California, is not in violation of any provision of its governing documents (e.g., articles of incorporation, by-laws, partnership agreement, etc.), has full power to own its properties and conduct its business, has full legal right, power and authority to enter into this Agreement and to consummate all transactions contemplated herein and by proper action has duly authorized the execution and delivery of this Agreement.

## **3. TERM & COMMENCEMENT DATE**

### **3.1. Term.**

(a) Effective Date: This Agreement shall be effective on the last date signed by both Parties and shall be in effect for a period of one (1) year after Operator has satisfied the conditions precedent to the Commencement Date, as defined in Section 3.2, below.

(b) Renewals: The term of this Agreement shall automatically renew annually for an additional term of one (1) year on each anniversary of the Commencement Date, unless written notice of the desire not to renew is provided to the other Party at least thirty (30) days prior to the end of the then current term.

3.2. Commencement Date. The "Commencement Date" shall occur on the later date of both of the following conditions precedent to this Agreement being satisfied:

- (a) County has received Certificates of Insurance as required by this Agreement; and,
- (b) Operator has implemented a Geo-Fence to manage its Airport business and comply with the of Section 5.1, below.

## **4. NON-EXCLUSIVE RIGHTS AND PRIVILEGES GRANTED**

4.1. Rights and Privileges Granted. County hereby grants to Operator the non-exclusive right and privilege to access and use the Airport roadways and certain Designated Areas described in § 4.2, for the purposes of conducting commercial ground transportation operations for passengers and other users of the Airport premises using Operator's App.

4.2. Designated Areas. County shall allow Drivers affiliated with Operator to use, in common

with others so authorized, the Designated Areas noted in EXHIBIT A, which is incorporated herein by reference as though fully set forth herein, to provide the Permitted Use granted herein. Operator shall also inform its Drivers they are bound by the Airport's relevant rules and guidelines. Upon request, Drivers shall allow County personnel access to an electronic waybill (described in Section 4.6).

(a) Operator hereby certifies it shall perform, or have a third party perform, criminal background checks on each Driver before said Driver begins offering services at the Airport.

(b) Nothing in this Agreement shall be construed as granting or creating any license or franchise rights pursuant to any federal, state or local laws, rules or regulations and Operator's rights to use the Designated Areas shall be on a non-exclusive basis at all times.

4.3. Non-Exclusive Rights Granted. County grants to Operator and its Drivers the non-exclusive right to use Airport roadways and Designated Areas only for the uses expressly specified in this Agreement and for no other uses or purpose. Operator hereby agrees that it and its Drivers shall not conduct any activity or operations at the Airport not expressly authorized by this Agreement. Specifically, Operator hereby acknowledges it shall have a non-exclusive, revocable license to:

(a) operate a transportation network business (subject to this Agreement and all applicable laws, rules, ordinances and regulations) at the Airport utilizing smart phone mobile application technology to connect passengers with pre-arranged transportation services for hire;

(b) permit Drivers to access the Operator's App in order to transport such passengers and their personal baggage to and/or from the Airport in Vehicles; and

(c) permit Drivers in providing rides matched through the Operator's App to use common-use Airport roadways for ingress and egress to and from the Airport's passenger terminal. Nothing herein shall be deemed to grant Operator any exclusive right or privilege.

(d) As a condition of the grant in subsections (b) and (c), each Driver shall maintain information on his or her smartphone while using the App in lieu of a tangible Airport decal or transponder. Upon request, Driver shall provide to the Director or other designated Airport personnel the following information for any Driver or Vehicle using the App while on Airport grounds:

- (1) Driver identity and color photo;
- (2) Vehicle make, model;
- (3) License plate number;
- (4) Certificates of insurance; and
- (5) An electronic waybill that meets the criteria set forth in Section X.X.

4.4. Rights of Ingress and Egress. County hereby grants Drivers affiliated with Operator the limited, non-exclusive rights of ingress and egress across Airport roads while conducting their permitted operations hereunder, provided that such ingress and egress activity:

- (a) shall not impede or interfere, in any way, with the operation of the Airport by County or the use of the Airport by its tenants, passengers, visitors or employees;
- (b) shall be on roadways, and other areas approved and designated by County from time to time; and
- (c) may be temporarily suspended by County in the event of an emergency or a threat to the Airport during the time period of such emergency or threat.

4.5 Transportation Requirements. Operator hereby agrees to distribute information to its Drivers informing them the following transportation Driver requirements and obligations, as may amended from time to time by County:

- (a) Each Driver shall maintain personal insurance for their vehicles in accordance with state financial responsibility laws at all times;
- (b) Each Driver shall maintain, within such driver's vehicle at all times while upon Airport grounds, a digital decal as described in Section 4.3(d);
- (c) Each Driver shall be allowed to pick-up passengers at the Airport at the Designated Area, and will be allowed to drop-off passengers at the Designated Area;
- (d) Each Driver shall produce upon the request of any police officer or other County representative, an electronic waybill meeting the requirements of Section 4.6; and
- (e) Once a Driver has made contact with the passenger(s) with whom such driver was matched, the Driver shall promptly load such passenger(s).

4.6. Waybills. In lieu of a physical waybill and as an explicit requirement of this Agreement, every passenger pick-up shall be documented electronically immediately after the completion of the ride to which it relates. Drivers shall, upon County's request, present a waybill to any County official for inspection.

4.7 Changes to Airport. Operator hereby acknowledges and agrees that:

- (a) County shall have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and designated pick-up, drop-off and staging areas; and
- (b) County has made no representations, warranties and/or covenants to Operator regarding the design, construction, passenger or automobile traffic, or views of the Airport.
- (c) Operator hereby agrees that County may from time to time conduct renovation, construction and other Airport modifications, and accordingly, and agrees to comply with any and all rules and regulations adopted by the Airport relating to security or other operational matters that may affect Operator's business.

4.7. “As-Is” Condition. Operator hereby accepts the Designated Areas and Airport roadways in their present condition and “as-is”, without representation or warranty of any kind, and subject to all applicable laws, ordinances, rules and regulations.

4.8 Representative of Operator. Operator hereby agrees to provide the County with name, address, telephone and email address for at least one (1) qualified representative authorized to represent and act for Operator when an urgent matter arises in matters pertaining to its operation, and shall keep County informed, in writing, of the identity of each such person. Such person and their contact information is as follows:

Michael Huggins  
mobile: 503.412.9503  
michaelhuggins@lyft.com

4.9 Prohibited Activities. Operator hereby agrees neither it nor its Drivers shall perform any of the following without the County ’s prior written consent:

- (a) cause or permit anything to be done, in or about the Designated Areas or the Airport, or bring or keep anything thereon, which would be reasonably likely to:
  - (i) increase, in any way, the rate of fire insurance on the Airport,
  - (ii) create a nuisance, or
  - (iii) obstruct, injure or interfere with the rights of other parties on the Airport premises;
- (b) commit, or cause to be committed, any waste upon the Designated Areas or the Airport;
- (c) use or allow the Designated Areas to be used for any improper, immoral or unlawful purpose;
- (d) solicitation of passengers on Airport premises without a prearranged Waybill;
- (g) waiting for a passenger match while on Airport premises, including but not limited to Airport parking lots, free waiting areas and other commercial lots;
- (h) soliciting cash payments;
- (i) any attempt to bypass the TNC Application;
- (j) placing any loads upon the floor, walls or ceiling which could potentially endanger the Airport structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within or adjacent to the Designated Areas or the roadways;
- (k) doing, or permit to be done, anything, in any way, which could potentially injure the reputation or image of the County, its visitors or the appearance of the Airport.
- (l) Turning off or disabling the App when a Vehicle is on Airport property, unless the Driver is departing the Airport after a drop-off;
- (m) Allowing operation of a Vehicle on Airport roadways by an unauthorized driver;
- (n) Transporting a passenger in an unauthorized vehicle;

- (o) Picking-up or discharging passengers, or their baggage, at any location other than the Designated Areas;
- (p) Failing to provide information, or providing false information, to police officers or Airport personnel;
- (q) Displaying, to an Airport official, a Waybill in an altered or fictitious form;
- (r) Soliciting passengers on Airport property;
- (s) Using or possessing any alcoholic beverage while on duty;
- (t) Failing to operate a vehicle in a safe manner;
- (u) Failing to comply with posted speed limits and traffic control signs;
- (v) Using profane or vulgar language;
- (w) Attempting to solicit payment in excess of that authorized by law;
- (x) Orally soliciting patrons for or on behalf of any hotel, club, nightclub, or other business;
- (y) Solicitation of any activity prohibited by the applicable laws, rules or regulations;
- (z) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- (aa) Disconnecting any pollution control equipment from a Vehicle;
- (bb) Using, possessing or attempting to sell any illegal drug or narcotic while on Airport property;
- (cc) Operating a vehicle without proper license, registration and certification or at any time during which Operator's authority is suspended or revoked; and/or
- (dd) Engaging in any criminal activity on Airport premises.

**5. GEO-FENCE, TRACKING AND MANAGEMENT OF TNC ACTIVITIES AND TRANSACTIONS**

5.1. Establish Geo-Fence. Operator shall demonstrate to County that Operator has established a Geo-Fence to track and manage its airport business and shall notify affiliated Drivers about the Geo-Fence as one of the conditions precedent of this Agreement.

5.2 Temporarily Maintain Geofence. Operator shall maintain, track, manage and self-report to County any and all TNC activities and transactions within the Geo-Fence established pursuant to §5.1 until the later of the two (2) events described in (a) and (b):

- (a) the first ninety (90) days after the Commencement Date; or
- (b) the date upon which, after County solicits the services of, County enters into an agreement with a third-party clearing house to assume collecting, tracking and managing the transactions authorized in this Agreement.
- (c) Until the later of the two (2) events described in (a) and (b) occur, the Parties agree the responsibility to manage, track and monitor the provision of TNC Services remains with Operator and its Drivers pursuant to this Agreement, until transferred to such anticipated third-party clearing house.

5.3 Required Data. For each TNC Driver, pursuant to §§ 5.1 and 5.2, the Operator or third-party clearing house shall obtain the following “Required Data” upon each “Triggering Event” (as defined in §5.4):

- (a) Transaction type (i.e., entry, exit, drop-off, pick-up);
- (b) TNC identification;
- (c) Date;
- (d) Time;
- (e) Geographical location;
- (f) Unique Driver identifier;
- (g) Vehicle license plate number; and
- (h) Number of active rides in the Vehicle following the Triggering Event (based on a value “0” = no rides, “1” = active ride).

5.4 Triggering Event. For each Driver, Operator or third-party clearing house shall obtain and store the following “Required Data”:

- (a) Entry into the Geo-Fence;
- (b) Completion of a passenger drop-off within the Geo-Fence;
- (c) Pick-up of a passenger within the Geo-Fence; and
- (d) Exit of the Geo-Fence.

## **6. PAYMENT OF FEES; REPORTING; AND RECORDKEEPING**

### **6.1. Payment Requirements and Reports.**

(a) Reporting. Within twenty five (25) days after the close of any calendar month, Operator shall submit its operations report to County for the previous calendar month (the “Monthly Report”). The Monthly Report shall be in an agreed-upon electronic format (as specified by County), and shall contain the total number of Trips for the reporting period. All such information shall be accurate at all times.

(b) Payment. Operator agrees to pay a Monthly Fee to the County, which shall constitute the aggregate of all Per Trip Fees assessed for each pick-up and each drop-off at the Airport in the relevant month. The Monthly Fee is due, in full, and received by the County, within twenty five (25) days after the close of any calendar month along with the report due in §4.1(a). All payments hereunder, including Monthly Fees, shall be paid at the Airport Office of the Director, or at such other place or manner as County may designate in writing.

(c) Currency. All payments hereunder, including Monthly Fees, shall be paid in lawful currency of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind.

(d) Service Charge. Any payments hereunder, including Monthly Fees, not paid when



due shall be subject to a service charge of one and one-half percent (1.5%) of the amount owed, each month such payment remains outstanding.

6.2. Books and Records.

(a) Operator agrees to maintain and make available (in physical or electronic form) to County at Operator's place of business or a mutually agreed upon third party location, during regular business hours, accurate and detailed books and accounting records reflecting its performance of its obligations under Sections 4 of this Agreement. Operator shall maintain such books and records in accordance with generally accepted accounting principles ("GAAP"). Upon County's reasonable written request, Operator shall permit the County to audit and examine such books and records relating to Operator's performance of its obligations under Sections 4 of this Agreement for the term of this Agreement at Operator's place of business or a mutually agreed upon third party location. Operator shall maintain such data and records for a minimum of five (5) years after the termination of this Agreement.

(b) Should any examination, inspection and audit of Operator's books and records by the County disclose an underpayment by Operator of the consideration due, Operator shall pay County the amount of such underpayment within five (5) business days. If said underpayment exceeds five percent (5%) of the consideration due, Operator shall reimburse the County for all reasonable costs incurred in the conduct of such examination, inspection and audit. Should any examination, inspection and audit of Operator's books and records by the County disclose an overpayment by Operator of the consideration due, County shall notify Operator of a credit of such overpayment against the next monthly payment due after the overpayment is discovered.

7. TERMINATION. This Agreement shall continue in full force and effect until the end of the term or it is terminated earlier as hereinafter provided:

(a) For Cause. A party shall have the right to terminate this Agreement upon the occurrence of an Event of Default (hereinafter defined) if the breaching party has not cured such Event of Default within ten (10) days after written notice thereof from the noticing Party; or

(b) Without Cause. Either party may terminate this Agreement, at any time, for any reason, if the requesting Party gives thirty (30) days prior written notice thereof to the other Party.

(c) Insolvency. Either party may immediately terminate this Agreement, if the other party files for bankruptcy, becomes insolvent or makes an assignment of a substantial part of its property for the benefit of creditors.

(d) Compensation Upon Termination. In the event this Agreement is terminated, County shall be entitled to compensation for any portion of a Monthly Fee and /or prior owed balances both incurred and remaining outstanding at the time of termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a

breach of this Agreement by CONTRACTOR.

## **8. DEFAULT; REMEDIES**

8.1. Event of Default. The occurrence of any one or more of the following events shall constitute a breach of this Agreement and an “Event of Default”:

- (a) An event of default occurs when Operator fails to punctually pay any Monthly Fees outstanding and due (or to submit any Monthly Report), or to make any other payment required hereunder, and such failure continues ten (10) calendar days beyond the date of written notice of such event of default by County;
- (b) An assignment of this Agreement is attempted without the prior approval of the County as set forth in section 5.1; or
- (c) Operator fails to obtain and maintain the insurance required hereunder, or to provide copies of the required certificates of insurance to the County.

8.2. Remedies. Upon the occurrence and an Event of Default not being timely cured, a Party may terminate this Agreement and pursue any and all remedies available at law in equity.

8.3. Cumulative Rights. The exercise by County of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to County under law or in equity.

8.4. Potential Fines/Penalties. By operating on the Airport, Operator and Drivers affiliated with Operator shall be subject to any and all applicable laws, ordinances, rules and regulations including any fines or penalties associated therewith.

## **9. ASSIGNMENT**

9.1. No Assignment. Operator shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, without County’s prior written consent. Operator may transfer this Agreement, or any right hereunder, to a corporate affiliate of Operator with County’s written consent.

9.2. Change of Control of Operator. The sale or other transfer of a controlling percentage of the capital stock or membership interests of Operator, whether by merger, stock sale or otherwise, or the sale or transfer of more than fifty percent (50%) of the value of the assets of Operator related to the operations hereunder, shall be deemed a Change of Control, not an Assignment.

- (a) The phrase “controlling percentage” means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of Operator’s capital stock or interests issued, outstanding and entitled

to vote for the election of directors.

(b) Operator agrees if there is a change in the controlling percentage of the capital stock, County's Board of Supervisors may re-assess the benefit of the bargain reached in this Agreement within ninety (90) days after such change in the controlling percentage.

## **10. COMPLIANCE WITH FEDERAL, STATE and LOCAL LAWS**

At all times, Operator shall cause its use of the Airport and its operations under this Agreement to comply with all applicable laws, ordinances, orders, directives, rules, codes, regulations and decrees of federal, state and local governmental entities and agencies, and their respective departments, agencies, authorities and boards (individually, a "Governmental Entity", or collectively, "Governmental Entities"), and all grant assurances provided by County to any federal or state Governmental Entity in connection with the County's ownership or operation of the Airport, and all other applicable rules, regulations, policies, and procedures of County, as the same may be amended, modified or updated from time to time, including, but not limited to, those relating to health and safety, especially those pertaining to public safety such as safe driving practices, seat belts, and child seats/restraints. For purposes of this Agreement, the term "Governmental Entity" shall also mean and include, without limitation, County, State of California, U.S. Department of Transportation, Federal Aviation Administration, and Transportation Security Administration.

## **11. IDEMNIFICATION; INSURANCE**

11.1. Hold Harmless and Indemnification. OPERATOR SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY THE COUNTY AND ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, EXPENSE, COSTS (INCLUDING WITHOUT LIMITATION COSTS AND FEES OF LITIGATION) OF EVERY NATURE ARISING OUT OF OR IN CONNECTION WITH OPERATORS PERFORMANCE OF WORK HEREUNDER OR ITS FAILURE TO COMPLY WITH ANY OF ITS OBLIGATIONS CONTAINED IN THE AGREEMENT, EXCEPT SUCH LOSS OR DAMAGE WHICH WAS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COUNTY.

11.2 Acceptance of insurance required by this Agreement does not relieve Operator from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages County suffers due to Operator's operations whether or not any insurance coverage is applicable for such damages.

11.3. Insurance. This Contract shall not be executed by the County and the Operator is not entitled to any rights, unless certificates of insurances (or other sufficient proof that the following provisions have been complied with) and such certificate(s) are filed with the County of Humboldt. All required insurance certificates must be sent to:

County of Humboldt  
Risk Management Services  
825 5th Street, Room 131  
Eureka, CA 95501  
(707) 268-3669

(a) Operator shall procure and maintain, at its sole cost and expense and at all times during the term of this Agreement, insurance of the kind and in the amount hereinafter provided, by financially responsible and qualified companies eligible to do business in the State of California, or California Department of Insurance approved eligible surplus lines insurer, covering all operations under this Agreement (including those of Drivers). Prior to the Commencement Date, Operator shall provide a certificate of insurance to County showing that Operator has complied with the obligations of this Section. The certificate of insurance required of this Section shall provide an obligation that the insurer provide the certificate holder (County) with at least thirty (30) days prior written notice of cancellation. The following insurance coverages are required to be provided by Operator under this Agreement:

(b) Commercial Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident for third party bodily injury and property damage. This coverage applies to Vehicles operated by Drivers while:

- i. The Driver is located on the airport premises during the course of providing an accepted trip including the picking-up and dropping-off of passenger(s);
- ii. The Driver is located on the airport premises immediately following the conclusion of a requested trip and while in the course of exiting the airport premises; and
- iii. The Driver has logged into the App controlled by the Operator and is "available to receive requests" for transportation services from passengers using the App and the Driver is located on the airport premises.
- iii.

"Available to receive requests" means the App is in a state such that an applicable request would be transmitted to the Driver's smartphone for acceptance by the Driver.

(c) Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, insuring the Operator from liability from bodily injury (including wrongful death), personal injury, and damage to property resulting from the performance of this Agreement by Operator.

All Vehicles must be included under Operator's Commercial Automobile Liability Policy or covered by a blanket coverage form or endorsement; and all employees of Operator must be covered under Operator's General Liability policy. The limits of the foregoing insurance shall not, in any

way, limit the liability of Operator under the terms of this Agreement. In addition, the foregoing insurance policies are primary insurance to any other insurance held by County with respect to obligations assumed by Operator under this Agreement.

## **12. SPECIAL TERMS**

(a) No Smoking Ordinance. Pursuant to Humboldt County Code Section 971-1 et seq., County owned premises are smoke free. Operator and its Drivers shall comply with said provision.

(b) Nuclear Free Clause. Operator certifies by its signature below that Operator and its Drivers are not nuclear weapons contractor(s), in that Operator is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Operator agrees to notify County immediately if it becomes a nuclear weapons contractor, as defined above. County may immediately terminate this Agreement if it determines that the foregoing certification is false or if Operator becomes a nuclear weapons contractor.

(c) Modification For Granting FAA Funds/Bond Reimbursement. In the event the FAA requires modification or changes to this Agreement, Operator agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any terms, conditions or requirements of this agreement as reasonably may be required to enable County to obtain FAA funds.

## **13. GENERAL PROVISIONS**

13.1. Acceptance of Risk. Operator represents and warrants that it has made an independent investigation of all aspects of the business venture contemplated by this Agreement, and entered into this Agreement accordingly. Operator acknowledges and agrees that neither County nor any person on behalf of County, has made any representations or warranties, express or implied, regarding the business venture proposed by Operator at the Airport, including any statements relating to the potential success or profitability of such venture.

13.2. Federal Nondiscrimination. Operator understands and acknowledges that County has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A - Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to County for certain Airport programs and activities, and that County is required under said Regulations to include in every agreement or concession pursuant to which any person or persons other than County, operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Operator agrees, as follows: "Operator, in its operation at and use of The California Redwood Coast – Humboldt County Airport, covenants that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to

discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the grantee, licensee, permittee, etc., shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.”

13.3. Notice. Each Party hereto shall give to the other Party, prompt and timely written notice of any loss arising out of this Agreement, meaning any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorney’s fees, investigation costs, remediation costs, and court costs), of any kind or nature, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

13.4 Confidentiality of Records. Any information that Operator makes available to County pursuant to this Agreement is deemed to be confidential and proprietary information (“Operator’s confidential information”), regardless of whether the records are marked as such, and shall not be disclosed to anyone without Operator’s express written permission unless required to be disclosed by applicable law or a court order; including without limitation the public records laws, provided that County notifies Operator of such requirement promptly prior to disclosure, and provided further that County makes diligent efforts to limit disclosure pursuant to any available bases set forth in the California Freedom of Information Act or other applicable law. If the County determines that it must disclose such information, then the County will provide Operator ten (10) business days prior to the proposed disclosure such that Operator may seek court intervention concerning the potential disclosure of Operator’s confidential information. If County is required to release Operator’s confidential information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law and the final judgment.

13.5. Notices. Except as otherwise specifically provided in this Agreement, any notice, demand or other correspondence given under this Agreement shall be in writing and given by prepaid certified mail (return receipt requested), or reputable overnight courier (such as Federal Express), to: (a) Operator at its Notice Address; or (b) County at its Notice Address; or (c) such other address as either Operator or County may designate as its new address for such purpose by notice given to the other in accordance with this Section 11. Any notice hereunder shall be deemed to have been given and received, and effective, two (2) days after the date when it is mailed. For convenience of the Parties, copies of notices may also be given by facsimile or electronic mail; however, neither Party may give official or binding notice by facsimile or electronic mail.

Operator: Lyft, Inc.  
c/o Don Griffin  
185 Berry Street, Suite 400  
San Francisco, CA 94107  
w/ Copy to Legal Department  
w/ electronic copy to legalnotices@lyft.com

County: Humboldt County Department of Aviation  
3561 Boeing Ave.  
McKinleyville, CA 95519

13.6. Waiver of Default. The waiver by either Party of an event of default under this Agreement shall not constitute a future waiver of performance of such provisions.

13.7. Entire Agreement. The Parties agree that this Agreement is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. In the event of such a conflict, the Parties agree this Agreement shall prevail.

13.8. Amendments. This Agreement may be amended at any time during its term, in a writing signed by both of the Parties.

13.9. Interpretation. The headings and captions of this Agreement have been inserted for convenience of reference only, and such captions or headings shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein, and shall be interpreted without any presumption against the Party responsible for drafting any part of this Agreement.

13.10. Successors and Assigns. This Agreement shall bind and inure to the benefit of Operator and County, and, except as otherwise provided herein, to their representatives, successors and assigns.

13.11. Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

13.12. Governing Law. This Agreement shall be construed and enforced under the laws of the State of California. Any dispute arising out of this Agreement shall be brought and litigated exclusively in the County of Humboldt, California unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

13.13. Relationship Of Parties: It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar collaborative association or legal entity. Both parties further agree that neither Operator nor its Drivers shall be entitled to any benefits to which County employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. Operator shall be solely responsible for the acts and omissions of its Drivers, agents, officers, employees, assignees and subcontractors. Operator's Drivers, employees and representatives shall at no time hold themselves out to be County employees or representatives.

13.14. Compliance With Applicable Laws, Regulations And Standards:

(a) General Legal Requirements. Operator hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

(b) Licensure Requirements. Operator hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

(c) Accessibility Requirements. Operator hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

(d) Conflict of Interest Requirements. Operator hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, County's Conflict of Interest Code, all as may be amended from time to time.

13.15. Provisions Required By Law: This Agreement is subject to additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction, if possible. If not possible, the parties agree to reasonably negotiate an amendment that carries out the intent of this Agreement.

13.16. Non-Liability Of County Officials And Employees: No official or employee of County shall be personally liable for any default or liability under this Agreement.

13.17. Advertising And Media Release: Any and all informational material related to this Agreement shall receive written approval from County prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Operator shall inform County of any and all requests for interviews by the media in writing related to this Agreement before such interviews take place; and County shall be entitled to have a



representative present at such interviews. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein. The foregoing does not apply to identifying in App and on the internet that the airport is a destination available for pickups and drop offs.

13.18. Attorneys' Fees: If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

13.19. Survival Of Provisions: The duties and obligations of the parties set forth in Section 7.D. – Compensation upon Termination, Section 6.2 – Books and Records, and Section 11 – Indemnification, shall survive the expiration or termination of this Agreement.

13.20. Independent Construction: The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

13.21. Force Majeure: Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, third-party labor strikes or lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

13.22. Authority. Operator hereby represents and warrants that Operator is a duly licensed, authorized and existing entity, that Operator has and is duly qualified to do business in California, that Operator has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of Operator are authorized to do so. Upon County's request, Operator shall provide County with evidence reasonably satisfactory to County confirming the foregoing representations and warranties.

12.23. Counterparts. This Agreement may be executed by the Parties in two (2) or more counterparts, each of which when combined shall be deemed the original.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the last date signed below.

**COUNTY OF HUMBOLDT**

**LYFT, INC.**

By: \_\_\_\_\_

By: DocuSigned by:  
*Miranda Scott*  
\_\_\_\_\_ 8A784E9EE7B5450...

Cody Roggatz  
Director of Aviation

Miranda Scott  
Senior Director, Operations and Partnerships

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

Date: 10/8/2022

**Risk Management:**

By: \_\_\_\_\_

Amanda Phillips  
Risk Manager

Date: 10/13/2022

**Lyft Exhibit A**  
Yellow-Staging Area  
Green-Loading/Unloading Zone

**Legend**

- California Redwood Coast-Humboldt County Airport
- Lyft Geofence

California Redwood Coast-Humboldt County Airport

