



ON DEMAND DRIVER SERVICES AGREEMENT

This On Demand Driver Services Agreement (“Agreement”) is made and entered into as of the ____ day of _____, 20____ (the “Effective Date”), by and between _____ (the “Driver”) and San Jose Mineta International Airport (“Airport”), DL # _____ Operator affiliation(s) _____.

This Driver Services Agreement (“Agreement”) constitutes a legal agreement between an individual driver (“Driver”) and San Jose Mineta International Airport (“Airport”), a department of the City of San Jose.

To provide On Demand transportation services at the Airport, any Driver is required to enter into agreement with the Airport and agree to the terms and conditions that are set forth below.

Upon execution of this Agreement, the Driver acknowledges and agrees that the Airport has proper authority and is responsible for managing and regulating Airport On Demand Transportation services and shall be bound by the terms and conditions set forth herein.

On-Demand Transportation Services Operating Procedures

1. Within seven (7) days of being notified by the Airport, drivers may be required to maintain and use a mobile device compatible with the Virtual Queueing method chosen by the Airport. All information and personal documentation provided at the time of the signing of the Agreement or collected during the use of the queuing technology will be controlled by the Airport and will not be shared with other parties outside of the Airport or their direct technology vendor.
2. The Driver must use a permitted Vehicle in association with an On Demand Ground Transportation Provider (“Provider”) with an active Airport Ground Transportation Permit. The Vehicle’s Airport Ground Transportation decal and AVI transponder may be inspected by Airport staff at any time the vehicle is operated on Airport property.
3. The Driver may operate more than one Vehicle, and each Vehicle can be shared between multiple drivers, provided that all Vehicles are properly permitted, and all Drivers have signed an Agreement.
4. The Driver must ensure that their Vehicle shall at all times be: (a) properly registered and

licensed to operate as a passenger transportation vehicle in the State of California; (b) owned or leased or otherwise in the Driver's lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement; (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind; (e) in accordance with any additional or special standards or requirements applicable to its category; and (f) in a clean and sanitary condition.

5. The Driver must ensure that all the Vehicle's licenses, permits, approvals, authority, registrations and certifications are up to date. The Airport shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations, and certifications from time to time. Failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. The Airport reserves the right to independently verify Driver and Vehicle documentation from time to time in any way it deems appropriate in its reasonable discretion.
6. The Driver agrees to comply with the SJC Airport Commercial Ground Transportation Rules and Regulations. Should the SJC Airport Commercial Ground Transportation Rules and Regulations be amended, the Driver will be notified of these changes through their associated Provider.
7. The Driver must follow all applicable Federal, State, City and Airport Rules and Regulations while providing services at the Airport, even if new or amended rules are more restrictive than those in place when the Driver signs this Agreement.
8. Prior to providing On Demand service, the Driver may be required to go through orientation training, which shall include but is not limited to the SJC Airport Commercial Ground Transportation Rules and Regulations.
9. The Driver must not work on days and times other than those specified by the Airport. The working days may change depending on demand volume and the number of Drivers working in the On Demand Program.
10. The Driver commits to work collaboratively with and always follow the direction of SJC Airport staff. Failure to obey SJC staff direction may result in Administrative Citations or other disciplinary measures up to and including permanent revocation of permission to conduct business at the Airport under this Agreement.

Airport On Demand Driver Policies and Procedures

Customer Destination Inquiries

Taxi Drivers may never ask for the customer's destination before he or she has accepted the fare. Door-to-Door Shuttle Drivers may ask for the customer's destination(s) only for the purposes of providing an up-front total fare amount so the customer can decide whether the price is acceptable.

Customer's Choice

11. All customers have the right to decline a ride from any vehicle and/or Driver without being required to specify a reason. The Driver is expected to accept this decision without question. If a customer declines a ride from a Driver, the next driver in the queue has the first right to offer a ride to that customer.

Customer Service Expectations

12. The Driver is always expected to provide outstanding customer service, which includes, but is not limited to, greeting customers, opening doors, and assisting with luggage at the beginning and end of each trip.

Cell Phone Use

13. Drivers must adhere to the California State Motor Vehicle code 23123 & 23123.5 CVC, which prohibits driving a vehicle while talking on or texting with a cellphone without a hands-free Bluetooth device.

Payments

14. The Driver must accept all major credit cards for customer payment and cannot apply a surcharge or establish a minimum charge for acceptance of credit card payments.
15. In the event of a dispute over the fare amount at the time of payment, the Driver may not detain the customer(s) or withhold their belongings as collateral in a manner that is unlawful. The driver should collect the customer's contact information and follow their (company's) collections process.

Customer Readiness

16. In the event the first customer in line is not ready to leave, the next customer in line will be prioritized and the Driver may proceed to serve the next customer.

Drivers Outside Vehicles

17. While parked in the queue and waiting for a ride inside the designated Service Areas, the Driver shall remain inside of or nearby their Vehicle. Failure to be present at their vehicle will result in being passed over by waiting customers, and the next Vehicle in line with a driver present will earn the fare. While waiting in the queue, Vehicles should be parked far enough apart so as not to prevent any one vehicle from safely exiting the queue at any time.

Infant and Child Seats

18. Drivers may elect to provide a certified child safety seat in the event a customer needs one but does not have one. Any child safety seat provided by the Driver is done solely at the Driver's own risk. The Airport does not provide child safety seats.

Vehicle Capacity

19. Each vehicle is required to have the capacity to transport a minimum of four (4) adult passengers safely and comfortably, along with the Driver, and a reasonable amount of luggage per person.

Driver Behavior

20. Aggressive behavior and/or disagreements that cannot be resolved in a courteous manner should be reported immediately to Airport Operations. Physical altercations by Drivers may result in immediate permit suspension or termination of this Agreement.

Smoking

21. Smoking at the Airport is prohibited except in Airport-designated areas. Drivers may not smoke, vape, or use smokeless tobacco while transporting customers.

Pre-Arranged Pickups

22. Drivers who have pre-arranged a pick-up must park in the designated location at each Terminal.

Fares and Pricing

23. The Driver must only quote and charge fares according to the meter rate (for Taxis) or by

pre-determined charge (for Door-to-Door Shuttles). No other means of pricing a trip is permitted. In the event a customer requests to be taken to multiple destinations either prior to departing the curb or at any time after, a total (or additional) fare amount must be immediately calculated and provided for the customer's consideration.

24. Door-to-Door Shuttle operators must always have a copy of their pre-approved Rate Sheet available, which will be publicly posted to the Airport's website.

Workflow at SJC

25. Driver workflow is as follows:

1. Terminal A On Demand Queue (Ground Transportation Stop #2)
2. Terminal B On Demand Queue (Ground Transportation Stop #1)

On Demand vehicles should only be in the queues while waiting for customers and for no other purposes. Drivers at Terminal A are given the option (in order of position in the queue) to move to Terminal B as space becomes available there. If a Driver declines to move, the next Driver in line has the first right of refusal. Drivers are encouraged to maintain an even balance of vehicles between both terminals. Airport Operations reserves the right to relocate vehicles between either queue, limit the number of vehicles in either queue, and may remove vehicles (starting with those at the end of the Terminal A queue) entirely from the Airport until additional space becomes available if both queues are at or over capacity or for safety and security reasons. Airport Operations reserves the right to adjust the assignments and/or locations of the On Demand Ground Transportation stops (queues) for operational efficiency needs.

Dress Code

26. Drivers are expected to maintain a professional and clean appearance. On Demand Drivers shall always maintain a clean outfit, appropriate for a work setting, which should (or may) include the following items:
- a) Dress pants or khakis
 - b) Buttoned shirt or polo with collar
 - c) Protection mask (optional)
 - d) Closed-toed footwear
 - e) Belt

Disciplinary Measures

27. Drivers are subject to disciplinary action at the Airport's discretion. All documents and

information relating to disciplinary actions that isn't otherwise protected will be made accessible upon request to the Driver, associated Provider, legal representatives, and Local, State and Federal Authorities during the required applicable legal periods.

Appeals Process

28. In the event of disciplinary action against a Driver being taken, the Airport will immediately notify the Driver and associated Provider and will provide a form to be completed by the Driver if he or she desires to appeal the action.
29. Appeal meetings can be held with up to 2 (two) witnesses invited by the Driver if he or she wants to do so. The Airport can also add up to 3 (three) witnesses, at its discretion.
30. The Airport is committed to a fair process and will produce an appeal report with all evidence and statements provided by any witnesses that participate in the appeal process.

Confidentiality

31. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party, and therefore: (a) all confidential information shall remain the exclusive property of the disclosing party; (b) confidential information of the other party shall not be used for any purpose except in furtherance of this Agreement; (c) confidential information of the other party shall not be disclosed to any third party, except to employees, officers, contractors, agents and service providers as necessary to perform under this Agreement; and (d) confidential information of the disclosing party shall be returned or destroyed, upon the termination of this Agreement or at the request of the other party (subject to applicable law).
32. Notwithstanding the foregoing, confidential information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

Term

33. This Agreement shall commence on the date accepted by both the Driver and Airport and shall expire on July 1, 2027, unless amended or extended by both parties.

Termination

34. Either party may terminate this Agreement: (a) immediately, without notice, in case of a material breach of this Agreement; (b) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, the Airport may terminate this Agreement immediately, without notice, in the event the Driver no longer qualifies, under applicable law, to provide the Services or to operate the Vehicle, or as otherwise set forth in this Agreement.

Relationship of the Parties

35. The relationship between the parties under this Agreement is solely that of independent contracting parties. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship, between the Airport or City of San Jose and the Driver; and (b) no joint venture, partnership, or agency relationship exists between the Airport or City of San Jose and the Driver.

Modification

36. In the event the Airport modifies the terms and conditions of this Agreement, such modifications shall be binding on the Driver upon acceptance of the modified Agreement. Continued participation in the Airport *On Demand Ground Transportation Program* after any such changes shall constitute Driver's consent to such changes.

Severability

37. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

Governing Law

38. The interpretation of this Agreement shall be governed by California law.

Dispute Resolution

39. Any controversy, dispute or claim arising relating to a potential breach thereof shall first be settled through good faith negotiation between the Driver and the Airport.
40. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute through a voluntary meeting administered by an independent individual appointed by both parties which shall determine if the breach was fair and properly applied. The opinion rendered by the independent individual shall be considered final as it relates to the internal dispute resolution process. The Airport and the Driver agree to act in good faith in agreeing to the outcome of the appeal.
41. In the unlikely event that the Airport or the Driver do not accept the resolution of the dispute through the voluntary meeting administered by an independent individual, the parties agree to arbitration or mediation administered by JAMS pursuant to its Employment Arbitration Rules & Procedures and subject to JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness, which the expenses shall be solely held by the party that did not accept the voluntary meeting administered by an independent individual. Judgment on the Award may be entered in any court having jurisdiction.

This Agreement represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Services. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

DRIVER

Signature: _____

Name: _____

Date: _____

SJC AIRPORT

Signature: _____

Name: _____

Date: _____