

2022

COMMERCIAL GROUND TRANSPORTATION HOTEL SHUTTLE OPERATORS' TARIFF

WINNIPEG RICHARDSON INTERNATIONAL AIRPORT

January 1 – December 31, 2022



Hotel Shuttle Operators' Tariff

Winnipeg Airports Authority Inc. (“WAA”) operates the Winnipeg James Armstrong Richardson International Airport.

This tariff sets out the rates, fees, and terms and conditions in respect of the provision of hotel shuttle services at, to, or from the Airport (“**Transportation Services**”). Unless otherwise agreed in writing by WAA, the provisions of this tariff shall apply.

Any person or entity providing Transportation Services must be registered with WAA prior to offering or providing such services. The current Ground Transportation Intake Form can be obtained by contacting:

Lease Administrators at 204-987-7832 or leaseadministrators@waa.ca

Registration will grant permission to provide Transportation Services on a **pre-arranged** basis **only**. Persons or entities interested in providing on-demand or public transportation services at, to, or from the Airport should contact Scott Marohn – Vice President, Innovation & Customer Services at smarohn@waa.ca.

RATES & FEES

Rates and fees for all Operators shall be as follows:

AVI Transponder Tag: \$25 per Tag

Arrivals Per-Trip Fee by vehicle class:

Small	0 - 4 seats	\$3.64 per pick-up
Medium	5 - 10 seats	\$5.82 per pick-up
Large	11 – 24 seats	\$10.19 per pick-up
XLarge	25 - 100 seats	\$55.05 per pick-up

Dwell Fees:

Dwell Fees are a surcharge to the Arrivals Per-Trip Fee and are cumulative based on the length of stay on the commercial curb.

00 - 15 minutes	\$0.00
16 - 40 minutes	\$5.82
41 - 60 minutes	\$5.82
61 + minutes	\$5.82

TERMS & CONDITIONS

Unless otherwise agreed in writing by a duly authorized official of WAA the following terms and conditions shall apply to all Operators:

Definitions:

“**Airport**” means the Winnipeg James Armstrong Richardson International Airport and the facilities providing services to the travelling public located on Airport property;

“**Air Terminal Building**” or “**ATB**” means the main airport passenger terminal building at the Airport located at 1970 Wellington Ave. in Winnipeg, MB;

“**Hotel Shuttle**” means a shuttle service operated by, or on behalf of a hotel to carry overnight guests to and from the Hotel and the Airport;

“**Operator**” means a Hotel Shuttle’s vehicle operators, drivers, agents, or other such persons directly involved in providing the Shuttle service;

“**Shuttle**” means a shuttle service operated by, or on behalf of a private, commercial entity to carry customers to and from the Hotel’s facility and the Airport;

“**Tag**” means an Automated Vehicle Identification or “AVI” transponder tag approved and supplied by WAA and compatible with WAA's Ground Transportation Management System (“**GTMS**”);

The Hotel Shuttle operation shall be carried out, under and in accordance with the terms contained in the Tariff, together with any applicable guidelines and procedures as may be determined by WAA from time to time. WAA reserves the right to vary the terms and conditions of this Tariff from time to time and to make amendments to it in respect of a particular proposed Operator or Operators as it deems appropriate and as commercial, competitive or other circumstances may warrant.

Operators will be required, as part of the Tariff, to provide and keep current the following (as applicable):

1. a completed copy of the Ground Transportation Intake Form – Type of vehicle (sedan, limo, van, mini-bus, coach etc.), Seating capacity (NOT including driver), Year, Make, Model, Colour, Plate #;
2. a copy of the Manitoba Public Insurance Policy or Insurance Certificate with a list of vehicles covered under the policy;
3. Company Contact Information for the Hotel Shuttle;
4. proof of compliance with ***Personnel Training for the Assistance of Persons with Disabilities Regulations***;
5. depending on the type of operation and the vehicle(s) being used, additional information may be required.

In order to conduct pre-arranged pickups at the Airport, the Operator shall purchase a Tag from WAA and ensure it is properly installed on each registered vehicle. The cost for each Tag is \$25.00 plus GST. Replacement Tags will be provided free of charge. Failure to properly install these Tags or removing them after installation will cause malfunction and, as a result, access to the commercial curbside area will not be available. Hotels operating a shuttle without a functioning Tag will be assessed a fee of \$250.00.

Service to Persons with Disabilities:

All Ground Transportation Service Providers shall comply with Personnel Training for the Assistance of Persons with Disabilities Regulations issued under the Canadian Transportation Act available at <http://laws-lois.justice.gc.ca/eng/regulations/SOR-94-42/>.

1. General:

WAA reserves the right to adjust fees annually and without notice. Adjusted fees shall be posted on WAA's website and shall, unless otherwise notified by WAA, be deemed to be in effect 60 days from posting.

WAA reserves the right to require Hotel Shuttles to post security in order to reduce exposure or financial risk as, and/or when, deemed necessary by WAA in its sole discretion.

WAA assumes no liability for operations conducted by the Hotel Shuttle and it is the Operator's sole responsibility to ensure all required municipal, provincial and/or federally regulated commercial transportation requirements are in place and kept up to date. It is also the Operator's sole responsibility to maintain all necessary commercial insurance requirements in good standing.

Failure by the Operator to keep its financial accounts with WAA in good standing may result in Airport access being revoked and/or suspended without notice. Continued default may result in fines and/or trespass notices being issued.

Operators are required to follow the direction of authorized airport officials at all times while on Airport premises. Abuse or failure to follow the direction of airport officials will be met with zero tolerance and may result in an individual's or an organization's access to the Airport being revoked.

2. Invoicing and Payment:

In consideration for the Hotel Shuttle to operate at the Airport, with respect to which these fees apply, the Operator becomes liable to pay WAA the applicable fees as set out above.

All fees are subject to Canadian Goods and Services Tax ("GST"), which must be paid by the Operator in addition to any fee.

Unless otherwise advised in writing, fees will be invoiced monthly, in arrears.

All amounts payable by the Operator to WAA shall be delivered on or before the due date set out in the invoice, and are payable by cheque, or Electronic Funds Transfer.

Interest shall be charged on any late payments.

WAA has the right to change the fees and the terms and conditions of this Tariff (including the Schedules) upon sixty (60) days' Notice to the Operator.

Payments shall be made by the Operator to Winnipeg Airports Authority Inc., and be delivered to:

Accounts Receivable
Winnipeg Airports Authority Inc.
249-2000 Wellington Avenue
Winnipeg, MB R3H 1C2

Any disputes regarding invoices issued by WAA to the Operator shall be raised forthwith and, in any event, no later than ninety (90) days after receipt of the invoice in question.

3. Ground Transportation Management System (“GTMS”) Tags:

Only those vehicles equipped with a GTMS Tag affixed to the vehicle’s windshield and approved by WAA shall be permitted to provide the Hotel Shuttle. The Operator agrees to pay on demand to WAA, the amount of twenty-five dollars (\$25.00), plus GST, for each Tag required by the Operator. The Operator shall not permit any sale, assignment or transfer of a Tag.

4. Standard Operating Procedures, Minimum Service Requirements and Enforcement:

The Hotel Shuttle and each of its operators, drivers, agents, or other such persons directly involved in providing the Hotel Shuttle (the “Operators”) must comply with the Standard Operating Procedures and Minimum Service Requirements detailed in Schedule "A" attached to this Tariff.

In addition to any other remedies WAA may have, WAA reserves the right to enforce this Tariff in accordance with the Enforcement provisions detailed in Schedule "B" attached to this Tariff.

5. Cancellation:

The Hotel Shuttle may be terminated at any time by either party upon thirty (30) days’ Notice.

6. Service to Persons with Disabilities:

- (A) The Operator shall provide a service capable of accommodating persons with disabilities to the satisfaction of WAA and the Canadian Transportation Agency (CTA). Service animals shall be permitted to accompany the customer in the passenger compartment of the vehicle. Aids to mobility for persons with disabilities shall be carried consistent with the capability of the vehicle. There will be no extra charge to transport service animals or aids to mobility.
- (B) The Operator shall provide its personnel who may interact with the travelling public at the Airport with the level of training required to ensure that they possess the knowledge, skills and attitudes necessary to assist persons with disabilities in an effective and sensitive manner. All such training shall comply with the *Accessible Transportation for Persons with Disabilities Regulations* (ATPDRs) as amended from time to time under the *Canada Transportation Act* (the *Regulations*).

The Operator shall ensure that all personnel shall complete their initial training within sixty (60) days after the commencement of their duties as well as receive refresher training sessions once every three (3) years ..

The Operator shall keep its training program current and available for inspection by WAA, the Canadian Transportation Agency, and the general public. The training program shall contain the information set out in the *Regulations*.

7. Insurance:

The Operator must comply and provide copies of insurance coverage as stated in **Schedule "C"** attached to this Tariff.

8. Liability:

- (A) The Operator shall not have any claim or demand against WAA or Her Majesty the Queen in Right of Canada (the "Head Landlord") or any of their officers, employees or agents for detriment, damage, accident, or injury of any nature, whatsoever or howsoever caused to any person or property, unless such damage or injury is due to the negligence of WAA or the Head Landlord or any of their officers, employees or agents while acting within the scope of their duties or employment.
- (B) Without limiting or restricting the generality of sub-clause (A) above, the Operator shall not have nor make any claim or demand, nor bring any action or suit or petition against WAA or the Head Landlord for any damage which the Operator may sustain by reason of any temporary suspension, interruption or discontinuance, in whole or in part, from whatever cause arising in services supplied by WAA hereunder to the Airport.

9. Indemnity:

The Operator shall at all times indemnify and save harmless WAA and the Head Landlord, their officers, employees and agents from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to or arising out of the Hotel Shuttle or any other thing done in the carrying out of this Tariff, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising out of this Tariff.

10. Attornment and Subordination:

The Operator agrees that in the event of an early termination of the Head Lease entered into between WAA and the Head Landlord, and a re-entry by the Head Landlord pursuant to the terms of the Head Lease, then, at the option of the Head Landlord, the Operator shall attorn to the Head Landlord on the same terms and conditions as contained in this Tariff.

11. Relationship:

The Operator agrees that it will not assert that a joint venture, partnership or principal-and-agent relationship exists between WAA and the Head Landlord or between the Operator and WAA.

12. Default or Breach:

Notwithstanding anything in this Tariff, any default, breach or non-observance by the Operator, at any time, in respect of any covenants, provisions, conditions and reservations herein contained which is not cured immediately after written Notice of suspension from WAA to the Operator, or reasonable (in the opinion of WAA) steps taken to cure such default, breach or non-observance, WAA may immediately terminate the Hotel Shuttle by giving to the Operator a Notice and thereupon the Shuttle shall be terminated and ended. The Operator shall immediately remove its vehicles from the Airport property.

13. Schedules:

Schedules "A", "B", "C", and "D" are integral parts of this Tariff and any breach or non-observance of or non-compliance with these schedules shall be considered a breach of this Tariff.

14. Notice:

- (A) Whenever in this Tariff it is required or permitted that notice or demand (collectively, "Notice") be given or served by either party to or on the other, such Notice will be in writing and will be validly given or sufficiently communicated if forwarded by registered mail, priority post mail, email, or delivered by hand.
- (B) Notice shall be given to the Operator at the address listed on the Ground Transportation Intake Form; and

To WAA at: Scott Marohn, Vice President Innovation & Customer Services
Winnipeg Airports Authority Inc.
249-2000 Wellington Avenue
Winnipeg, MB R3H 1C2
Email: smarohn@waa.ca

Such addresses may be changed, from time to time, by either party giving Notice as above provided.

- (C) If any question arises as to whether any Notice was or was not communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the next business day if sent by courier or email or on the fifth (5th) day after it was mailed or received, whichever is the earlier.

15. Benefit and Enurement:

This Tariff and everything herein contained shall be for the benefit of and binding upon the successors and assigns of WAA and upon the successors and permitted assigns of the Operator. Nothing herein shall restrict the ability of WAA to transfer or assign its interests herein.

16. Waiver and Remedies:

No waiver by WAA of any breach of this Tariff is a waiver of any other breach, and no waiver is effective unless made in writing and signed by an authorized representative of WAA.

The rights and remedies available hereunder to WAA are cumulative and shall be in addition to and not a limitation of any rights and remedies otherwise available to WAA, by statute or regulation, at law or in equity.

17. Time of the Essence:

Time shall be strictly of the essence hereof.

18. Entire Agreement:

This Tariff shall be deemed to constitute the entire agreement between WAA and the Operator with respect to the subject matter hereof and shall supersede all previous negotiations, representations and documents in relation hereto made by any party to this Tariff.

SCHEDULE "A"

STANDARD OPERATING PROCEDURES & MINIMUM SERVICE REQUIREMENTS

For Ground Transportation Services at

Winnipeg James Armstrong Richardson International Airport

In addition to all applicable laws, regulations, codes and by-laws, the Operator must adhere to the standard operating procedures and minimum service requirements outlined below. Failure to do so may result in suspension or cancellation of privileges for a period to be determined by WAA. Without limiting the generality of the foregoing:

STANDARD OPERATING PROCEDURES

A1. TAGS:

The Operator's vehicles must be equipped with a Tag in order to operate at the Airport. The Tag must be fixed to the vehicle according to the specifications provided by WAA and must remain fixed and in good working order while operating at the Airport.

- (a) **Temporary Replacement Vehicles** – If, for whatever reason and duration, the approved vehicle equipped with the Tag is substituted, the replacement vehicle will require a no-charge Temporary Tag from the Parking and Ground Transportation Liaison.
- (b) **Malfunction of a Tag** – No light at the Traffic Signal Indicator denotes a malfunction of the vehicle Tag. The Operator must contact the Ground Transportation Liaison as soon as possible and in any event no later than the beginning of the following business day to report the malfunction and arrange for a replacement Tag.

A2. PASSENGER DROP-OFF:

Passengers must be dropped off on the Departures (upper) Level curb, by approved Hotel Shuttle vehicles, in the areas designated as either "Passenger Drop-Off" or by the symbol of accessibility, see **Schedule "D"**.

A3. HOTEL SHUTTLE PICK-UP:

WAA has approved a loading and holding area for the Hotel Shuttle as per the attached **Schedule "D"**. Vehicles may load in these approved locations only.

Shuttle vehicles must load on the Arrivals (lower) Level first curb lane located in the area reserved for "Pre-Arranged" or "Hotel Shuttles". These spaces are available on a first come/first served basis. Users must adhere to the posted signage.

Double parking **is only permitted during peak rush times as determined by WAA.**

No pick-ups are permitted on the Departures (upper) Level curb.

A4. PROCEDURES:

The Hotel Shuttle and each of its Operators shall comply with the following:

- (a) Operators shall not obstruct any public area;
- (b) Operators shall not obstruct or hinder the orderly and efficient operation of the ground transportation system at the Airport.

A5. GENERAL:

Repairs to Operator's vehicles are not permitted on Airport property.

A6. INSPECTIONS:

WAA reserves the right to inspect the Operator's equipment and personnel to determine compliance with WAA, the Government of Canada and the Province of Manitoba Regulations and this Tariff.

A7. CUSTOMER FEEDBACK:

The Operator is required to forward a written report of any passenger comment, complaint, incident, or commendation regarding service delivery, to, via email to smarohn@waa.ca , within one (1) business day of receipt.

WAA is required to forward a written report of any passenger comment, complaint, incident, or commendation regarding service delivery to the Operator via email, within one (1) business day of receipt.

The report should include plate number, time, date, customer name and contact information, and a description of the comment, complaint, incident, or commendation.

Together, WAA and the Operator will conduct an investigation and develop a response for the passenger.

WAA reserves the right to include or not include the report on the Operator's file.

MINIMUM SERVICE REQUIREMENTS

A8. OPERATORS:

All Operators must:

- (a) conduct themselves at all times with professional decorum, and in a manner expected by travellers at an international air terminal;
 - (b) have and retain all appropriate licences, insurance and permits required by the Province and the Municipality;
 - (c) conduct themselves and operate their vehicles according to applicable rules, regulations & standards;
 - (d) operate their vehicles according to applicable traffic laws and in a manner appropriate for the curb areas and lanes; and
- (f) In the event a conflict, dispute, or disagreement of any sort arises between the Hotel Shuttle's Operator and an operator of another licensed service provider at the Airport or, between the Hotel Shuttle's Operator and a representative of WAA, the Operator shall not engage in any loud, disturbing, or disruptive behaviour but shall instead immediately withdraw from the situation and contact his or her dispatcher for escalation to the Ground Transportation Liaison.

A9. VEHICLE STANDARD:

In addition, WAA strives to deliver the service expectation of a "First Class Facility" and, as such, retains the right to suspend any damaged or unclean vehicle from the Airport which, in the sole opinion of WAA, may reflect unfavourably upon it. Such vehicle will be re-instated when it is determined that the vehicle has been repaired or cleaned.



SCHEDULE "B"

ENFORCEMENT

B1. INFRACTIONS:

- (a) Pick up on the Departures (upper) Level shall result in the Operator being charged the full Arrivals Per-Trip Fee and Dwell Fees applicable to a sixty (60) minute length of stay at the curb.
- (b) Vehicles found to be operating without a functioning Tag, will be assessed a fee of \$250.00.

B2. REMOVAL OF DRIVER OR VEHICLE:

- (a) WAA reserves the right to require the Operator to remove a particular Operator, either permanently or temporarily, if in WAA's reasonable opinion, that Operator is not in compliance with the Standard Operating Procedures and/or Minimum Service Requirements set out in **Schedule "A"**.
- (b) Failure to comply with items as set out in **Schedule "A"** are subject to a three (3) day suspension of the vehicle or Operator found to be in non-compliance.
- (c) Where an Operator's vehicle has received a Notice of suspension, the Operator shall immediately remove that vehicle from the Airport property.

B3. REPEATED INFRACTIONS:

If any of its Operators have committed repeated infractions without reasonable explanation and where the Hotel Shuttle has failed to satisfy WAA it is able to improve its service in order to comply with the Operating Procedures and/or Requirements, then WAA may immediately cancel the Shuttle.



SCHEDULE "C"

INSURANCE REQUIREMENTS

1. **COMPREHENSIVE GENERAL LIABILITY:**

Comprehensive General Liability insurance on an occurrence form for a limit of not less than Five Million (\$5,000,000.00) Dollars per occurrence and covering all operations and activities of the Hotel Shuttle.

Coverage will include, without limitation, claims for the following:

- a) Bodily injury;
- b) Property damage and loss;
- c) Personal injury;
- d) Blanket contractual liability;
- e) Defense costs;

Subject to a Cross Liability Clause and a Severability of Interest Clause.

The above insurance shall include the following clause:

“Winnipeg Airports Authority Inc. and Her Majesty the Queen in Right of Canada, represented by the Minister of Transport, is included as an Additional Insured with respect to the operations of the Named Insured.”

2. **AUTOMOBILE:**

For all vehicles:

Five Million (\$5,000,000.00) Dollars, inclusive limits public transportation automobile liability insurance, covering all Shuttle vehicles owned, operated or leased by the Hotel and the Operator shall ensure such coverage is in place with respect to any Hotel Shuttle vehicle operated on its behalf.

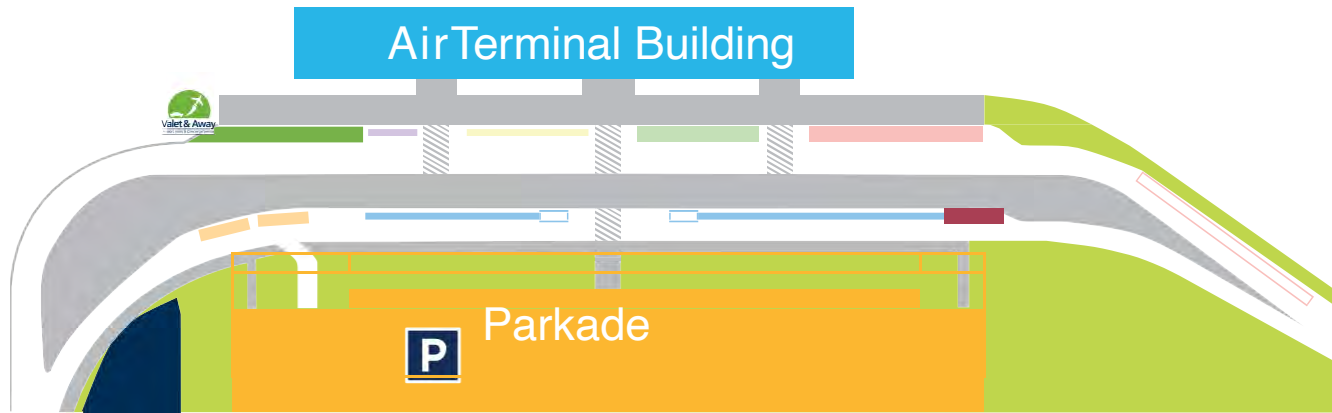
SCHEDULE "D"

LOADING AND HOLDING AREAS



WINNIPEG
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INTERNATIONAL AIRPORT

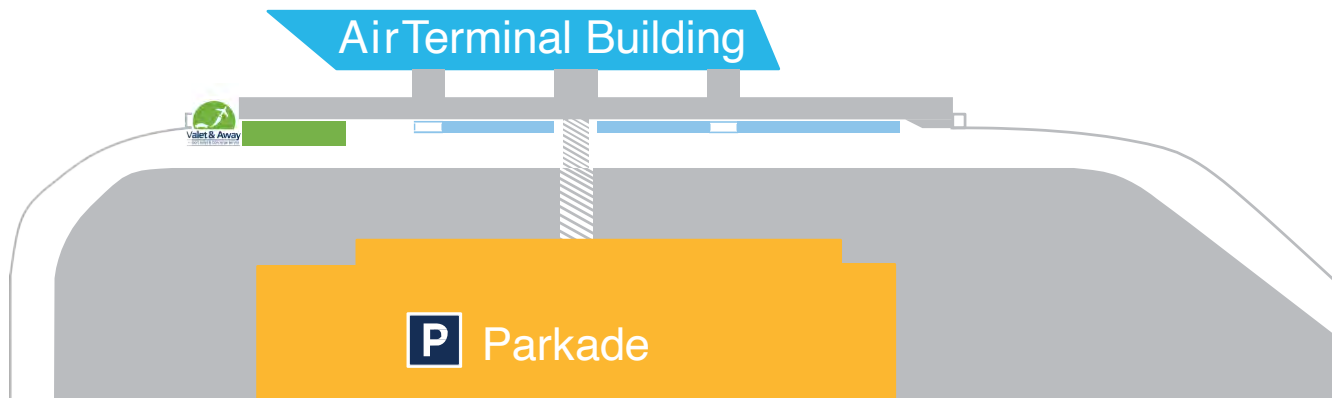
Arrivals Level



Legend

- Valet & Away Vehicle Pick-up
- Limousine Service
- Taxi Service
- Hotel Shuttles Pre-Arranged
- Special Events Parking
- Passenger Pick-up
- Accessible Parking
- Winnipeg Transit
- Ride Share

Departures Level



Legend

- Valet & Away Vehicle Drop-off
- Passenger Drop-off
- Accessible Parking