



MIAMI-DADE COUNTY SEAPORT DEPARTMENT
BUSINESS PERMIT APPLICATION

Company's Legal Name _____ APPLICATION NO. _____
DBA (Doing Business As) _____
Company's Mailing Address _____ COMPANY NO. _____
Website _____

Authorized Representative #1

Authorized Representative #2 (Optional)

Name _____
Title _____
Address _____
City _____
State _____ Zip Code _____
Office _____
Mobile _____
Fax No. _____
E-Mail _____

Name _____
Title _____
Address _____
City _____
State _____ Zip Code _____
Office _____
Mobile _____
Fax No. _____
E-Mail _____

[STAFF USE ONLY]

PERMIT CATEGORIES & APPLICABLE FEES

- Car Rental Courtesy Shuttle Services (\$500)
Cartage & Trucking Services (\$500)
Charitable & Non-Profit Agencies (\$0)
Crane Rentals & Heavy Equipment Hauling (\$750)
Cruise & Cargo Shipping Lines (\$0)
Distribution of Materials & Merchandise (\$500)
Engineering, Inspection & Surveying Services (\$500)
Environmental & Waste Management Services (\$500)
Miscellaneous (\$500) (Please Specify Operations):
Equipment Leasing, Maintenance & Repairs (\$500)
Food Trucks (\$2,500) or Cooking On-site (\$3,000)
Fuel or Bunker Barges (\$260,000 - Up to 6 Vessels)
Ground Fueling Services (\$500)
Maritime Consulting & General Services (\$500)
Portable Telecommunications Antennas (\$33,000)
Pre-Arranged Ground Transportation Services (\$350)
Security, Services & Technology Services (\$500)
Ship Agents (\$2,300)
Ship Chandler & Supplier (\$1,400)
Ship Maintenance & Repair Services (\$500)
Sightseeing & Tour Services (\$520)
Stevedoring (\$6,000)
Tenants (\$420)
Towing & Vehicle Delivery Services (\$200)
Tug Services (\$16,500 per Tug)

Table with 2 columns: Description and Fee. Includes rows for New Permits (Initial/Processing), Late/Reinstatement Fees, and Company Name Change fees.

INSURANCE REQUIREMENTS & CONSENT TO PORT TARIFF

The use of the waterways and piers, wharves, bulkheads, docks and other facilities under the jurisdiction of the Seaport Department shall constitute a consent to the terms and conditions of Port Tariff No. 010 and evidence an agreement on the part of vessels, their owners and agents and other users of such waterways and facilities to pay all charges specified in the Port Tariff and be governed by all rules and regulations published herein.

Name (Print or Type) _____ Title _____
Signature _____ Date _____



CONSENT TO TERMS OF PORTMIAMI TARIFF NO.10

The use of the waterways and piers, wharves, bulkheads, docks and other facilities under the jurisdiction of the Seaport Department shall constitute a consent to the terms and conditions of Port Tariff No. 010 and evidence an agreement on the part of vessels, their owners and agents and other users of such waterways and facilities to pay all charges specified in the Port Tariff and be governed by all rules and regulations published herein.

No one may engage in a business transaction or provide services on the Port of Miami-Dade without first obtaining a business permit, supplying evidence of insurance coverage, and complying with all other applicable provisions of the tariff and/or other pertinent regulations issued by the Port Director and the Miami-Dade County Code.

Permit holder shall remain in compliance with all contractual obligations (if applicable) as well as insurance and indemnification requirements. Permit is considered a written contract/agreement between Miami-Dade County and permit holder. Obtaining a permit to do business at the Port of Miami does not afford the holder access to restricted areas or guarantees any business opportunities. The permit only allows the holder to conduct business at the Port as per the rules and requirements of Tariff No. 010 and this contract/agreement.

Permit holder agrees to comply with all applicable laws, including the Code of Miami-Dade County, Port of Miami Terminal Tariff No. 010 and all regulations or directives issued by the Port Director or Seaport Department staff. Issuance of a business permit does not imply permission to violate any existing regulatory laws of the State, County or Municipalities, nor does it exempt the holder from obtaining any licenses or permits required by local, state or federal law.

Any changes in the permit holder's operations must be notified immediately and approved by the Port Director. Name or category changes will be treated as new applications and shall require the initial processing and annual permit fee. A new permit application must be submitted immediately to the Permits Section for processing and approval.

Permit renewals not received by the expiration date are considered delinquent and the initial processing fee shall be required for reinstatement. Permit renewals are subject to satisfaction of any outstanding balances due to the Seaport Department.

The Port has discretion in denying the issuance of a new permit and/or the renewal of a permit based on any circumstance and/or known fact that is not consistent with the Port's requirements and operating guidelines, such as, but not limited to: payment history, outstanding claims, violations of contractual obligations, criminal record, and convictions, etc. Permits may be revoked at any time by the Port Director at his/her sole discretion.

The undersigned confirms that he/she has authority to submit this contract/agreement on behalf of the below-named entity. The undersigned has read and understood the terms of this accord and agrees to all its terms and conditions.

Name: _____

Signature: _____

Date: _____



CONSENT TO INSURANCE & IDEMNIFICATION TERMS (PAGE 1 of 2)

As stipulated in PortMiami Tariff No. 010, Section 2, Items 221 & 224, all permit holders shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this permit agreement by the permit holder or its employees, agents, servants, partners principals or sub-contractors. Permit holders shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

All permit holders shall furnish PortMiami a Certificate of Liability Insurance evidencing insurance coverage as outlined below:

- (1) **Commercial General Liability Insurance** on a comprehensive basis in an amount not less than **\$300,000 each occurrence**. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- (2) **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection to this permit in an amount not less than **\$300,000 combined single limit** per occurrence for bodily injury and property damage. **Additional coverage may apply as stipulated by municipal, state or federal regulations (i.e. Federal Motor Carrier Safety Administration / DOT).**
- (3) Additional coverage and requirements apply to **stevedoring** companies pursuant to PortMiami Tariff No. 010, Section 8, Item 590 and Section 28A of the Code of Miami-Dade County. Stevedores Legal Liability Insurance and Comprehensive General Liability Insurance coverage shall be provided as liability against damages resulting from loading and unloading vessels by the stevedore. This insurance shall be a minimum of \$5,000,000 for each occurrence. Insurance coverage must include USL&H (United States Longshoremen and Harbor Association) coverage as required by the Longshore Act. Miami Dade County Risk Management and the Port of Miami Crane Management, Inc. shall be named as additional insured.
- (4) Additional coverage and requirements apply to **cartage/trucking** companies pursuant to PortMiami Tariff No. 010 as well as DOT requirements. All cartage/trucking companies are required to carry a minimum of \$1,000,000 vehicle liability insurance and report any changes made to the company's respective driver/vehicle schedule immediately as they occur. Certificates of Liability Insurance must include a schedule of insured vehicles and drivers.
- (5) **Transportation Network Entities (TNEs)** shall be insured in accordance with Chapter 31, Article VII of the Miami-Dade County Code.
- (6) Additional coverage and requirements apply to **shipping & cruise lines** as stipulated by their individual contractual obligations with the Port or as determined by the Port Director or designee.
- (7) Additional coverage and requirements apply to **terminal operators** as stipulated by their individual contractual obligations with the Port or as determined by the Port Director or designee.
- (8) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.



CONSENT TO INSURANCE & IDEMNIFICATION TERMS (PAGE 2 of 2)

Certificates evidencing such insurance shall name **Miami-Dade County** as **Certificate Holder** and **Additional Insured**.
Certificate Holder section shall read as follows:

Miami-Dade County
111 NW 1st Street
Miami, FL 33128

Renewal certificates shall be submitted at least five (5) days prior to the noted expiration date. Any material changes to the insurance policies must be submitted to the Port's Permit Section immediately. Failure to provide updated insurance information will result in the suspension of the permit until the information is received. If the Permit Section finds that any permit holder has acted fraudulently in attempting to prove the required insurance coverage, the permit may be automatically suspended and/or revoked. Additional penalties may apply pursuant to Port Tariff No. 010. All permit holders are responsible for remaining in compliance with any applicable municipal, state, or federal insurance regulations.

The undersigned confirms that he/she has authority to submit this agreement on behalf of the company. The undersigned has read and understood the terms of this accord and agrees to all its terms and conditions.

Name: _____

Signature: _____

Date: _____



GROUND TRANSPORTATION RULES & REGULATIONS (PAGE 1 of 2)

To maintain an active Business Permit, all ground transportation companies operating at PortMiami must remain in compliance with PortMiami Tariff No. 010 and the following regulations:

(1) **Maintaining Active Business Permit**

- Permit shall remain in effect through the effective expiration date, contingent on compliance with all applicable provisions of the Port Tariff. Companies operating without a valid permit will be subject to Section 10, Item 714 of PortMiami Tariff No. 010
- Permit renewals not received by the expiration date shall be cancelled, and the initial processing fee and annual permit fee will be required for reinstatement.

(2) **Providing Valid & Verifiable Proof of Insurance**

- Permit holders shall furnish PortMiami a Certificate of Liability Insurance indicating that insurance coverage has been obtained and meets the Port's guidelines and requirements.
- Miami-Dade County shall be named as Certificate Holder & Additional Insured. Both Comprehensive General Liability Insurance and Auto Liability Insurance required. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 each occurrence. Automobile Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Certificates must include a list of insured vehicles.
- Insurance renewals (certificates) shall be submitted to the Port's Permit Section at least five (5) days prior to the policy's expiration date.
- Any changes to the insurance policies must be submitted to the PortMiami Permit Section immediately.
- Failure to provide updated insurance information will result in the suspension of the permit until the information is received. Administrative fees may apply as per Section 10, Item 714 of PortMiami Tariff No. 010.
- In the event of discrepancies or if the Port finds that a permit holder, agent or sub-contractor has acted deceptively and/or fraudulently in attempting to prove the required insurance coverage, the company's permit will be automatically suspended and/or revoked.

(3) **Registering Vehicles & Installing Transponders in all vehicles working at the Port**

- Permit holders are required to register and install transponders in all vehicles working at the Port. Any changes made to the company's fleet must be reported immediately as they occur.
- To receive new transponders or update registered vehicles, companies must present the following documentation:
 - a. Vehicle Registration Form - Signed by company's authorized representative
 - b. Vehicle's registration
 - c. Vehicle's Proof of Insurance (Certificate)
 - d. Driver's credentials (i.e. Hack License)
- The Port reserves the right, at any time, to inspect, and validate the issued transponders to assure proper usage and compliance with all rules and regulations.
- Transponders are not transferrable.
- For lost or damaged transponders, a Transponder Replacement Form must be submitted to request a replacement. Replacement fee (\$25.00) applies for damaged/lost transponders.



GROUND TRANSPORTATION RULES & REGULATIONS

(PAGE 2 of 2)

- (4) Complying with requirements stipulated by Municipal, State or Federal oversight and regulatory agencies
- Business permit does not grant permission to violate any existing municipal, state or federal rules and regulations, nor does it exempt the holder from any licenses or permits required by law.
 - Permit holder is responsible for providing Permits Section with copies current municipal operational licenses.
- (5) Remaining current on all financial obligations with the Port
- All ground transportation companies are required to pay for monthly trip fees using the online services, by means of either the account replenishment method or making a payment on a one time basis. In the event that a replenishment account is not set up or does not have sufficient funds, an invoice will be generated and mailed to the customer with the monthly charges.
 - All charges assessed under this tariff are due and payable upon presentation. Any invoice remaining unpaid the last day of the month following the month billed will be considered delinquent and the company will be placed on a delinquent list.
 - Delinquent accounts will be subject to default proceedings and collection actions.
- (6) Following Parking & Staging Rules
- Ground transportation vehicles are to stage in the allocated Ground Transportation Lot. Vehicles are to remain inside the lots until called upon by the greeters for immediate pick up of their passengers with reservations.
 - Ground transportation vehicles are not to circle the Port as they wait for passengers to exit the terminal.
- (7) Prohibition on Ground Transportation Greeters and Solicitation at Cruise Terminals
- “Greeters” and other non-driver employees or agents of pre-arranged ground transportation companies are forbidden to loiter within 1,000 feet of any cruise terminal.
 - Solicitation by employees or agents of pre-arranged ground transportation companies is forbidden within 1,000 feet of any cruise terminal.
 - Violators are subject to all applicable penalties and fees, including the confiscation of Port Identification, administrative fees, and progressive disciplinary actions as set forth in this Tariff and the County Code.

Ground transportation companies that do not adhere to these operational requirements shall be subject to administrative fees as stipulated by Section 10, Item 714 of PortMiami Tariff No. 010. Undersigned acknowledges that he/she has read and agrees to comply with PortMiami Tariff No. 010, Business Permit Agreement & all statements listed above.

Name: _____

Signature: _____

Date: _____

FLEET REGISTRATION & MANAGEMENT GUIDELNES

As stipulated in PortMiami Tariff No. 010 (Section 10, Item 714), pre-arranged ground transportation companies are required to register and install transponders in all vehicles. Any and all changes made to their respective fleets are to be reported immediately as they occur. Failure to report, register, or install a transponder any vehicle operating at the Port will result in the cancellation of the permit and the initial processing fee and annual permit fee shall be required for reinstatement. Transponders are not transferrable. Companies are fully responsible for any entry fees associated with vehicles/transponders registered under their account.

ADDING NEW VEHICLES & REQUESTING NEW TRANSPONDERS

All new registered vehicles will be issued an electronic transponder that must be affixed to the vehicle. Failure to affix transponder to the vehicle or in any way purposely damaging it will result in the cancellation of the company's permit. Please submit the following documentation to add new vehicles to the company's fleet:

1. Vehicle Registration Form - Signed by authorized company representative
2. Vehicle Registration(s)
3. Certificate of Liability Insurance (In accordance with Port requirements)
4. PMC License (If Applicable)
5. Driver's Credentials — Driver's License and Chauffeur's Registration

EDITING VEHICLE INFORMATION

Any fleet changes must be reported immediately as they occur. Please submit the following documentation when requesting changes to your company's fleet:

1. Vehicle Registration Form - Signed by authorized company representative
2. Vehicle Registration(s)
3. Certificate of Liability Insurance (In accordance with Port requirements)

DELETING VEHICLES

Please follow the instructions below to delete vehicles from the company's fleet:

1. Complete Vehicle Registration Form - Signed by authorized company representative
2. Return original transponders to PortMiami

ALL REQUESTS SHOULD BE DIRECTED TO:

PortMiami, Business Permits Section
1001 North America Way, Suite 115, Miami, FL 33132
Permits Section: (305) 347-4927
Cruise Operations: (305) 960 — 5463, 5464, 5465
E-Mail: SP-PERMITS@miamidade.gov and Seaport-GTS@miamidade.gov



TRANSPONDER AFFIDAVIT

I hereby certify that my company is receiving _____ transponders. My company is responsible for installing the transponders on all registered vehicles as well as reporting any and all changes in the vehicle fleet.

Any changes and updates shall be immediately reported to the PortMiami Permits Section and shall be subject to all rules and regulations set forth in PortMiami Tariff No. 010 or Ground Transportation Rules & Regulations.

The Port reserves the right, at any time, to inspect and validate transponders to assure proper usage and compliance with all the rules and regulations governing ground transportation companies doing business at the Port.

Undersigned acknowledges that he/she has read and agrees to follow these instructions. Undersigned is responsible for properly installing the assigned transponder(s) and comply with PortMiami Tariff No. 010 and all directives stipulated in the Ground Transportation Rules & Regulations.

Company Name: _____

Authorized Representative: _____

Signature: _____

OFFICIAL USE ONLY

Process Date: _____

Processed By: _____



PAYMENT & AUTOMATIC REPLENISHMENT

All ground transportation companies are required to pay for monthly trip fees using the online services, by means of either the account replenishment method or making a payment on a one time basis. In the event that a replenishment account is not set up or does not have sufficient funds, an invoice will be generated and mailed to the customer with the monthly charges.

All charges assessed under this tariff are due as they accrue, and invoices issued by the Port are due and payable upon presentation. Any invoice remaining unpaid the last day of the month following the month billed is delinquent, and the Port user will be billed and placed on a delinquent list. A delinquent invoice is subject to a penalty charge of one and one half percent (1-1/2%) for each month that said invoice remains delinquent at end of the month.

It is the company's responsibility to make sure all financial responsibilities have been met. Failure to pay outstanding invoices as stipulated in PortMiami Tariff No. 010 shall result in the suspension or revocation of the company's business permit. The Port reserves also reserves the right to request that the entire account balance be paid immediately if customer fails to meet financial obligations, including adhering to and complying with payment agreements established by the Credit & Collections Section.

Undersigned hereby acknowledges that he/she has read and agrees to comply with the statements above. He/she understands that the issuance or renewal of a business permit will be contingent upon verification of enrollment in the replenishment payment system or successful payment of outstanding invoices.

Name _____

Signature _____

Date _____