

AGENDA

Business & Economic Development Committee

Monday, June 17, 2024

262 Harlow Street

Bangor, Maine

5:15 PM

1. Update on Bangor Fair
2. Housing Production Study – Progress and Discussion with Consultants
3. Agreement Renewals for Lyft and Uber

Upcoming Items:

Grandview Update – July 2024

Policy for Credit Enhancement Agreements and Tax Increment Financing – July 2024

Banair Check-In – Leases, Membership, Duties, Projects – July 2024

2022 Comprehensive Plan – Status Update for Implementation – July 2024

Pre-approved Architectural Plans – Status Update – July 2024

Central Kitchen – Status Update – August 2024



To: Business and Economic Development Committee

From: Chris McGrail and Stesha Cano, Cross Insurance Center

Date: 6/17/2024

RE: Bangor State Fair 2024 Updates

We are pleased to be here to update the Business and Economic Development Committee as we approach the 175th annual Bangor State Fair. Drawing from the post-fair recommendations that we presented during the 9/11/23 City Council workshop, we have decided to extend the dates of the fair from a 4-day event in 2023, to a 7-day event in 2024. This change will allow us to operate over two weekends and also give us flexibility to add a rain date should we encounter inclement weather. Fair pricing will be comparable to 2023, with gate prices of \$10-15 depending on the day of the week. One of the pricing changes that we are implementing this year is the addition of discount days for various groups, including senior citizens, first responders, military, etc. The fair will offer a wristband price each day, allowing unlimited access to rides. The introduction of sub-committees to our planning process has allowed us to make significant positive changes to our operation as we continue to strive for growth and community engagement with the Bangor State Fair. Below you will find our original PowerPoint presentation from last fall, as well as a tentative schedule of attractions and notable updates for the 2024 Bangor State Fair.

Bangor State Fair Notable Updates

Community Engagement & Demographic Capture

- We have enlisted help from John Bapst and Bangor Christian to support our parking operation. In return, they will receive 10% of parking proceeds for their programs.
- Due to its popularity in 2023, we are bringing back our “Timeless Classics Car Show” on 7/27, which will bring many new faces to the Bangor State Fair.
- Dunk Tank will feature well-known Bangor area “celebrities” with 100% of proceeds going to a local animal charity (contingent on volunteer signup).

Food and Beverage

- For the first time, we are featuring a Beer Garden within our “Food Truck Alley”.
- We will be offering a kid-friendly menu in the “Kid Zone” (Lot A).
- We will have a stronger focus on signage for our F&B areas this year.

Midway

- We are working with Smokey’s Greater Shows under a 3-year contract to provide rides and various food options for our Midway. Smokey’s has committed to improving the following:
 - Number of rides
 - Communication with venue
 - Using our existing Pepsi agreement
 - Layout of rides
 - Providing ATM’s for patrons

- We are creating a “Kid Zone” with kid rides, kid-themed vendors and kid-aged attractions in the triangle and a portion of Lot A in effort to connect the main Midway to the building in a more meaningful way to draw attendees to the Agriculture area in the Arena.

Grandstand

- We have collaborated with the Casino to add Harness Racing to our schedule on July 25.
- Due to great popularity, we have added a second day Demolition Derby.
- We will split Truck Pulls for day and night to help drive attendance throughout the day.

Local Entertainment

- We will have 3 entertainment stages, each hosting local acts daily including:
 - 15 bands of various genres
 - A number of kids themed attractions for the “Kids Zone” stage
- Other Attractions
 - Axe Women of Maine
 - Wrestling
 - Nature Nick
 - Michael Griffin Escapes
 - Silver Circus
 - Party Palooga
 - Frog Town Mountain Puppeteers
 - Flying High Dogs
 - Flippenout Trampoline
 - Moose Maine-iah (Monster Truck Rides)

Independent Midway / Food Trucks

- We have increased our independent midway vendors to 23 this year, up from 15 last year.
- We have increased our food truck vendors to 13 this year, up from 4 last year. The additional vendors will allow us to create a “Food Truck Alley” area with a sound stage and beer garden.

Agriculture

- We have been able to attract more commodities this year thanks to a full schedule of events and a longer run of the fair, including two weekends instead of one.
- We will be offering more Agriculture-related demonstration in the Arena as well as two movie nights.

WEEKEND ONE

JULY 25

SCHEDULE

- MARKET ANIMAL WEIGH IN - 7:00 AM
- SHEEP BREED SHOW - 10:00 AM

MIDWAY OPENS - 1:00PM

- MICHAEL GRIFFIN ESCAPES - 1:30 PM, 3:00 PM, 4:30 PM
- FLIPPENOUT TRAMPOLINE - 2:30 PM, 3:30 PM, 5:00 PM
- BANDWICH - 3:00 PM
- WRESTLING - 4:00 PM
- BEEF SHOW - 4:00 PM
- HARNESS RACING - 5:00 PM
- CATCHAVIBE - 5:30 PM
- MARKET STEER SHOW - 6:00 PM
- GATES CLOSE - 10:00 PM

FAIRGROUNDS CLOSE - 11:00 PM

- ENTERTAINMENT
- AGRICULTURE
- MUSIC
- FOR THE KIDS

JULY 28

SCHEDULE

- BEEF PRODUCERS / UMAINE - 10 AM
- PEDAL TRACTOR PULLS - 10:30 AM
- AAROW QUIP - DR. BAILEY - 11:00 AM
- TREASURE HUNT

MIDWAY OPENS - 1:00PM

- MOOSE MAINE-IAH - 1:00 PM
- MICHAEL GRIFFIN ESCAPES - 1:30 PM, 3:00 PM, 4:30 PM
- SILVER CIRCUS - 1:30 PM, 2:30PM, 4:00PM
- HEADLESS HORSEMAN OF SLEEPY HOLLOW - 2:00 PM, 5:00 PM
- TRACTOR PULLS - 2:00 PM
- MEET A FARMER - 2:00 PM
- FLIPPENOUT TRAMPOLINE - 2:30 PM, 3:30 PM, 5:00 PM
- WRESTLING - 3:00 PM
- PEDAL TRACTOR PULLS - 4:00 PM
- JOAN KENNEDY - 4:30 PM
- ON THE ROCKS - 6:00 PM
- GATES CLOSE - 10:00 PM

FAIRGROUNDS CLOSE - 11:00 PM

- ENTERTAINMENT
- AGRICULTURE
- MUSIC
- FOR THE KIDS

JULY 27

SCHEDULE

- FARMER OLYMPICS - 10 AM

MIDWAY OPENS - 1:00PM

- MOOSE MAINE-IAH - 1:00 PM
- PARADE OF ANIMALS - 1:00 PM
- CAR SHOW - 1:00 PM TO 5:00 PM
- MICHAEL GRIFFIN ESCAPES - 1:30 PM, 3:00 PM, 4:30 PM
- PARTY PALOOGA - 1:30 TO 6:00 PM (EVERY 30 MINUTES)
- SILVER CIRCUS - 1:30 PM, 2:30PM, 4:00PM
- TRUCK PULLS - 2:00 PM
- FLIPPENOUT TRAMPOLINE - 2:30 PM, 3:30 PM, 5:00 PM
- WRESTLING - 3:00 PM
- LIVESTOCK MARKET AUCTION - 4:00 PM
- MIDNIGHT BREAKFAST - 4:30 PM
- WRESTLING - 5:30 PM
- TRUCK PULLS - 7:00 PM
- RANDOM IDEAS - 7:00 PM
- GATES CLOSE - 10:00 PM

FAIRGROUNDS CLOSE - 11:00 PM

- ENTERTAINMENT
- AGRICULTURE
- MUSIC
- FOR THE KIDS

JULY 26

SCHEDULE

- COMMODITY JUDGING - 9:00 AM
- DAIRY SHOW - 12:00 PM

MIDWAY OPENS - 1:00PM

- MOOSE MAINE-IAH - 1:00 PM
- MICHAEL GRIFFIN ESCAPES - 1:30 PM, 3:00 PM, 4:30 PM
- EVERYBODY LOVES PIRATES - 2:00 PM, 5:00 PM
- FLIPPENOUT TRAMPOLINE - 2:30 PM, 3:30 PM, 5:00 PM
- WRESTLING - 3:00 PM
- NEW SHADES OF BLUE - 3:30 PM
- BEEF SHOW - 4:00 PM
- HARNESS RACING - 5:00 PM
- HIM & HER - 5:00 PM
- DEMOLITION DERBY - 7:00 PM
- MOVIE NIGHT - 8:00 PM
- GATES CLOSE - 10:00 PM

FAIRGROUNDS CLOSE - 11:00 PM

- ENTERTAINMENT
- AGRICULTURE
- MUSIC
- FOR THE KIDS

WEEKEND TWO

AUGUST 1

SCHEDULE

- ENTERTAINMENT
- AGRICULTURE
- MUSIC
- FOR THE KIDS

● WORKING STEER DEMO - 10:00 AM

MIDWAY OPENS - 1:00PM

- MICHAEL GRIFFIN ESCAPES - 1:30 PM, 3:00 PM, 4:30 PM
- NATURE NICK - 2:00PM, 3:30 PM, 5:00 PM, 6:30 PM
- AXE WOMEN - 2:30 PM, 4:00 PM, 5:30 PM
- FLIPPENOUT TRAMPOLINE - 2:30 PM, 3:30 PM, 5:00 PM
- HAMBONE - 3:00 PM
- FARMER OLYMPICS - 5:00 PM
- RIGOMETRICS - 5:30 PM
- MOVIE NIGHT - 8:00 PM
- GATES CLOSE - 10:00 PM

FAIRGROUNDS CLOSE - 11:00 PM

AUGUST 2

SCHEDULE

- ENTERTAINMENT
- AGRICULTURE
- MUSIC
- FOR THE KIDS

● 4-H GOAT SHOW - 9:00 AM

MIDWAY OPENS - 1:00PM

- MICHAEL GRIFFIN ESCAPES - 1:30 PM, 3:00 PM, 4:30 PM
- FRISBEE DOGS - 1:30 PM, 3:30 PM, 5:30 PM
- NATURE NICK - 2:00PM, 3:30 PM, 5:00 PM, 6:30 PM
- AXE WOMEN - 2:30 PM, 4:00 PM, 5:30 PM
- KIOEA MUSIC - 2:30 PM
- FLIPPENOUT TRAMPOLINE - 2:30 PM, 3:30 PM, 5:00 PM
- WORKING STEER SHOW - 3:00
- PEDAL TRACTOR PULLS - 5:00 PM
- DORCH - 5:30 PM
- TREASURE HUNT - 6:00 PM
- GATES CLOSE - 10:00 PM

FAIRGROUNDS CLOSE - 11:00 PM

AUGUST 3

SCHEDULE

- ENTERTAINMENT
- AGRICULTURE
- MUSIC
- FOR THE KIDS

- OPEN GOAT SHOW - 9:00 AM
- MEET A FARMER - 11:00 AM
- TREASURE HUNT - 12:00 PM

MIDWAY OPENS - 1:00PM

- MICHAEL GRIFFIN ESCAPES - 1:30 PM, 3:00 PM, 4:30 PM
- FRISBEE DOGS - 1:30 PM, 3:30 PM, 5:30 PM
- NATURE NICK - 2:00PM, 3:30 PM, 5:00 PM, 6:30 PM
- AXE WOMEN - 2:30 PM, 4:00 PM, 5:30 PM
- FLIPPENOUT TRAMPOLINE - 2:30 PM, 3:30 PM, 5:00 PM
- PAN FRIED STEELE - 3:00 PM
- CHRIS ROSS - 5:00 PM
- DEMOLITION DERBY - 7:00 PM
- GATES CLOSE - 10:00 PM

FAIRGROUNDS CLOSE - 11:00 PM



BANGOR
State Fair EST. 1849

RECAP & RECOMMENDATIONS



HISTORICAL DATA

Pre-Pandemic

August 2017

10 scheduled days.
33,355 paid attendance.
All in price.
Gross Revenue = \$453,042

August 2018

10 scheduled days.
24,233 paid attendance.
11,545 ride tickets purchased.
Gross Revenue = \$357,670

August 2019

10 scheduled days.
27,284 paid attendance.
13,352 ride tickets purchased.
Gross Revenue = \$410,950

Post Pandemic

August 2021

4 scheduled days. 1 day rained out.
12,252 paid attendance.
7,926 ride tickets/ride wristbands purchased.
Gross Revenue = \$235,370

August 2022

4 scheduled days.
15,282 paid attendance.
9,414 ride tickets/ride wristbands purchased.
Rides/Gate Revenue = \$317,184

August 2023

4 scheduled days. 1 day with bad weather.
16,026 paid attendance.
9,071 ride tickets/ride wristbands purchased.
Rides/Gate Revenue = \$384,178



2023 DAILY ATTENDANCE

Day 1 – Paid Admission: 3,717 | Gate Gross: \$37,144

Grandstand Attraction - Truck Pulls

Day 2 – Paid Admission: 1,361 | Gate Gross: \$19,246

*Grandstand Attraction - Jameson Rodgers

Day 3 – Paid Admission: 6,215 | Gate Gross: \$72,818

Grandstand Attraction - Demolition Derby

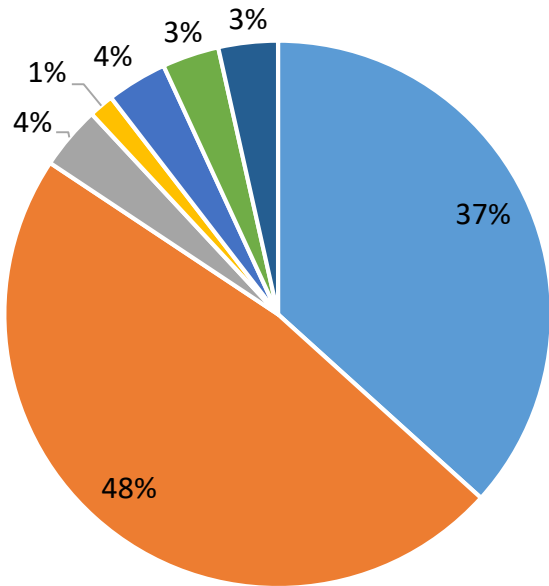
Day 4 – Paid Admission: 4,733 | Gate Gross: \$37,989

Grandstand Attraction - Tractor Pulls



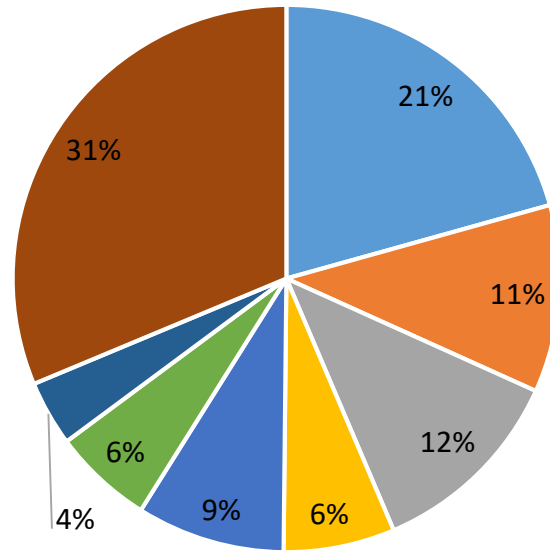
2023 FINANCIAL IMPACT

Revenue
\$440,257



- Gate
- Sponsors
- Parking
- Rent
- Ride
- Independent
- F&B

Expenses
\$365,036



- Talent Fees
- Ag Stipend
- Production
- City Services
- Staff Wages
- Misc.
- Equipment Rentals
- SGS



MIDWAY

Rides

- 22 rides promised by SGS
- 19 rides available for patrons
- Lacked quality and quantity of rides to meet the needs of our patrons
- Some of the more popular rides required maintenance throughout the weekend

Food Vendors

- Various fair favorites including: Dough Boys, French Fries, Lemonade, Blooming Onions and Giant Donuts
- Most food vendors did not accept credit cards
- Lacked variety
- Some of the stands were too close in proximity to each other causing the lines to bottleneck



INDEPENDENT MIDWAY

Local Live Music

- The Entertainment Tent hosted 6 local band performances

Midway Entertainment

- Attractions included Party Palooga, Silver Circus, Showtime Steve, North Atlantic Wrestling Association, Antique Car Show

Independent Vendors

- 15 vendors, 3 sponsor booths

Food Trucks

- 4 vendors

Food Eating Contest

- Whoopie Pies, Hot Dogs, Hot Wings, Ice Cream & Blueberry Pie



AGRICULTURE

- **Cattle (Beef & Dairy)**

- 67 head, 19 kids showing beef & 12 kids showing dairy

- **Goats**

- 60 goats all 4 days, plus 181 for the 4-H Dairy Goat Show on Sunday with 12 kids showing

- **Sheep**

- 63 lambs, 21 kids showing

- **Old McDonald's Farm**

- Variety of animals ranging from guinea pigs, rabbits, piglets and a horse

- **4-H Market Auction**

- Record pricing with approximately \$7 per pound between cattle and goat sales
- Approximately \$93,000 in Auction gross



FUTURE RECOMMENDATIONS

Our goal is to strengthen the Bangor State Fair by reestablishing its importance to the Greater Bangor community.

- Drive local engagement through outreach and involvement opportunities
- Capture a broader demographic through offering a larger variety of attractions and events
- Taking creative approaches to expand existing revenue streams such as Food & Beverage



FUTURE RECOMMENDATIONS

Midway

- Partner with new midway provider who can commit to bringing the numbers and variety of rides and food vendors necessary for BSF growth

Independent Midway

- Additional small attractions (Frisbee dogs, wood carving, axe throwing, etc.)
- Increased number of independent vendors & food trucks with a focus on broader selection and to create a “food truck court”
- More deliberate use of “Triangle” space to connect Midway to CIC.



FUTURE RECOMMENDATIONS

Grandstand Entertainment

- In addition to the current Grandstand programming, we aim to make greater use of Grandstand for entertainment throughout each day to include: Monster Trucks, Motocross, Racing events, etc.

Other Attractions

- More local and regional live Entertainment with a broader selection of genres
- Acoustic sound stage, in addition to current “main stage”, strategically placed on the fairgrounds to attract more patrons to that area
- Touch-a-Truck or similar style event
- ATV / Motorcycle show, Antique car show, etc.



FUTURE RECOMMENDATIONS

Agriculture

- Increase number of existing commodities and their rotation during event
- Chicken, working steers, alpacas and llamas
- Book demonstrations such as the mobile milker
- Increase events to enhance exhibitors to participate in
 - Farmer Olympics, Animal costume parade, etc.
- Expand outdoors
 - Horse dressage shows or barrel racing competitions
 - Better use of RBA entrance footprint to include garden and farming space
- Bring grange style exhibits
 - Vegetables, baked good competitions, quilt making, etc.



FUTURE RECOMMENDATIONS

Food & Beverage

- Internal F&B has never been a major focus at the Bangor State Fair as the Midway Company provided the majority of the food vendors
- Have a greater oversight of F&B as a whole to create opportunities for growth
- Create additional F&B and Entertainment tent spaces to accommodate a greater number of patrons to enjoy specialty food items and 21+ drinks
- New and exciting offerings highlighted through social media posts
- Signage for F&B tents



OVG360 SUPPORT

- **Doug Higgons** – Senior Vice President, Oak View Group Facilities
- **Scott Shacklett** – Manager, Cornucopia Foods and Fair Plex (LA County Fair)
- **Claudio Oliveira** – District General Manager, Ford Park Entertainment Complex, (South Texas State Fair)
- **Seth Benalt** – General Manager, Crown Complex (Cumberland County Fair)



GROWTH AND SUPPORT

Subcommittees

- Grandstand Events
- Midway
- Local Entertainment
- Independent Midway
- Agriculture
- Gates and Box Office
- Parking
- Community Involvement/Charitable
- Safety
- Staffing

Support

- Oak View Group
- Maine Association of Agricultural Fairs
- CIC Advisory Board



2024 DATES

- Looking to expand fair dates to cover two weekends, with some days off for the Midway in-between
- Agriculture may decide to operate throughout entire run of dates depending on schedule and commodities
- If growth is the goal, we need to start operating as a fair rather than a carnival

<u>7/21</u> <u>Sunday</u> Load-in	<u>7/22</u> <u>Monday</u> Set-up	<u>7/23</u> <u>Tuesday</u> Set-up	<u>7/24</u> <u>Wednesday</u> Set-up	<u>7/25</u> <u>Thursday</u> Midway & Agriculture	<u>7/26</u> <u>Friday</u> Midway & Agriculture	<u>7/27</u> <u>Saturday</u> Midway & Agriculture
<u>7/28</u> <u>Sunday</u> Midway & Agriculture	<u>7/29</u> <u>Monday</u> Agriculture?	<u>7/30</u> <u>Tuesday</u> Agriculture?	<u>7/31</u> <u>Wednesday</u> Agriculture?	<u>8/1</u> <u>Thursday</u> Midway & Agriculture	<u>8/2</u> <u>Friday</u> Midway & Agriculture	<u>8/3</u> <u>Saturday</u> Midway & Agriculture





Community & Economic Development

CITY OF BANGOR

Anne M Krieg, AICP - Director

Memorandum

To: Business & Economic Development Committee
From: Anne Krieg
Date: June 13, 2024
Regarding: Housing Production Plan

The city has contracted with HR&A Advisors to prepare a Housing Production Plan. This project was called out in the 2018 Affordable Housing Work Group Recommendations and carried over in the 2022 Comprehensive Plan. HR&A Advisors was the firm that prepared the State's Housing Production Plan.

Part of their tasks is connecting with the Work Group, which is BED. At your meeting, they will review their work thus far and discuss any observations Committee members may have on housing in Bangor.

They will also be attending the June 18th Advisory Committee on Racial Equity, Inclusion, and Human Rights, and the July 12th Livable Communities Meeting. They also plan to attend the July 15th Planning Board meeting. The public can attend the Planning Board meeting to provide their feedback. The consultants will also be meeting with stakeholders, many of whom had worked on the 2018 Affordable Housing Recommendations.

Housing Officer Kyle Mullins has assisted me on the support work for this plan, along with other department/division staff members.

amk



Memorandum

To: Business & Economic Development Committee
From: Jose Saavedra, Airport Director
CC: Anne Krieg, Director of Community & Economic Development
Jody Varney, Airport Finance Manager

Re: Agreement Renewal Between Lyft Inc. d/b/a LYFT and the City of Bangor

Date: June 13, 2024

Lyft Inc. d/b/a LYFT, has requested permission to renew/continue to provide passenger transport service to and from the airport. The agreement details the terms by which this ground transportation provider will offer service at the airport.

If approved, the term for this agreement shall include the following:

- 1) A term of 1 year;
- 2) Tracking of the number of trips, and a \$1 fee paid to the Airport for each trip;
- 3) Prohibitions on certain driver behaviors; and
- 4) Insurance and indemnification requirements.



Memorandum

To: Business & Economic Development Committee
From: Jose Saavedra, Airport Director
CC: Anne Krieg, Director of Community & Economic Development
Jody Varney, Airport Finance Manager

Re: Agreement Renewal Between Raiser, LLC., d/b/a UBER and the City of Bangor

Date: June 13, 2024

Raiser, LLC., d/b/a UBER, has requested permission to renew/continue to provide passenger transport service to and from the airport. The agreement details the terms by which this ground transportation provider will offer service at the airport.

If approved, the term for this agreement shall include the following:

- 1) A term of 1 year;
- 2) Tracking of the number of trips, and a \$1 fee paid to the Airport for each trip;
- 3) Prohibitions on certain driver behaviors; and
- 4) Insurance and indemnification requirements.

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the “Agreement”) is hereby made and entered into on _____, 2024, by and between Lyft, Inc., (“Operator”), and the City of Bangor (“Airport Authority”). Operator and Airport Authority are sometimes hereinafter referred to individual as a “Party” or collectively as the “Parties”.

WHEREAS, Airport Authority is the owner and operator of the Bangor International Airport (the “Airport”) located in Bangor, Maine;

WHEREAS, Operator desires to operate a transportation network business at the Airport wherein the network provided by Operator will be used to connect passengers to pre-arranged transportation services offered by Drivers (hereinafter defined);

WHEREAS, Airport Authority has agreed to allow the Operator to conduct its business at the Airport, subject, however, to the terms and conditions of this Agreement; and

WHEREAS, the following definitions shall apply to this Agreement at all times:

(a) “App” shall mean the mobile smartphone application or platform developed by Operator that connects passengers with Drivers/Vehicles, as reviewed and approved by Airport Authority.

(b) “Designated Areas” shall mean loading zones that are available to the general public to pick up and drop off passengers at the Airport.

(c) “Driver” means any individual who has been approved by Operator to use a vehicle to transport passengers whose rides are arranged through the Operator’s online-enabled application. For purposes of this Agreement, the term “Driver” applies at all times that Driver is on Airport property by reason of the driver’s relationship with the Operator, regardless of whether the Vehicle is carrying a passenger.

(d) “Vehicle” shall mean the vehicle used by a Driver.

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. OPERATIONS

1.1. **Designated Areas**. Airport Authority grants to Operator the right to allow Drivers affiliated with Operator to use, in common with others so authorized, the Designated Areas to provide the Permitted Use (hereinafter defined), subject to the terms and conditions hereinafter set forth. Operator shall also inform Drivers of the relevant rules and

guidelines. Upon request, Drivers shall allow Airport Authority personnel access to an electronic waybill (described in Section 3.4). Operator shall perform, or have a third party perform, criminal background checks on each Driver before said Driver begins offering services at the Airport. 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. Operator's rights to use the Designated Areas shall be on a non-exclusive basis at all times. All Drivers shall maintain personal insurance for their Vehicles in accordance with state financial responsibility requirements at all times.

1.2. **Rights of Ingress and Egress.** Drivers affiliated with Operator shall have the non-exclusive rights of ingress and egress across Airport property to conduct 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 Airport Authority or the use of the Airport by its tenants, passengers or employees; (b) shall be on roadways, and other areas designated by Airport Authority from time to time; and (c) may be temporarily suspended by Airport Authority in the event of an emergency or a threat to the Airport during the time period of such emergency or threat.

1.3. **Changes to Airport.** Operator acknowledges and agrees that: (a) Airport Authority 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) Airport Authority has made no representations, warranties and/or covenants to Operator regarding the design, construction, passenger or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, Operator acknowledges and agrees that: the Airport may from time to time undergo renovation, construction and other Airport modifications; and the Airport Authority may from time to time adopt rules and regulations relating to security or other operational matters that may affect Operator's business.

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

1.5. **Requirements.** During the term of this Agreement, Operator shall have a non-exclusive, revocable license solely 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 inspected and approved by Operator or a certified mechanic; 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.

1.6. **Geo-Fence.** Operator shall demonstrate to Airport Authority that Operator has

established a Geo-Fence (defined below) to manage its airport business and shall notify affiliated Drivers about the geo-fence.

2. **TERM; COMMENCEMENT DATE; TERMINATION**

2.1. **Term.** This Agreement shall be effective on the Commencement Date and shall be in effect until June 30, 2025.

2.2. **Commencement Date.** This Agreement shall hereafter be effective, and the “Commencement Date” shall be deemed to occur, on the date on which all of the following conditions precedent are satisfied, in Airport Authority’s sole judgment:

(a) Airport Authority shall have received certificates evidencing that Operator has obtained all insurance required by this Agreement.

(b) Operator shall have implemented virtual perimeters that encompass the real-world geographic areas shown in Exhibits A and B (the “Geo-Fence”). Operator will use the Geo-Fence and other tools, as appropriate, to manage its airport business and comply with the terms of this Agreement.

(c) Each Driver will maintain information on his or her smartphone while using the App that will be used in lieu of a tangible Airport decal or transponder. This information must be presented to Airport Authority immediately upon request. This information will allow the Airport Authority to confirm 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 3.4.

2.3. **Termination.** This Agreement will continue in force until terminated as provided in subsection 2.1 or as hereinafter provided:

(a) Airport Authority shall have the right to terminate this Agreement upon the occurrence of an Event of Default (hereinafter defined) if Operator has not cured such Event of Default within thirty (30) days’ after written notice thereof from Airport Authority; or

(b) Either party may terminate this Agreement, at any time, for any reason, if the requesting Party gives not less than thirty (30) days’ prior written notice thereof to the other Party, and the other Party consents in writing to the termination within thirty (30) days of receiving the request.

3. USE

3.1. **Permitted Use**. Operator and Drivers may use the Designated Areas only for the uses specified in this Agreement (collectively, “Permitted Use”) and for no other purpose, and shall not conduct any activity or operations at the Airport not expressly authorized by this Agreement.

3.2. **No Exclusivity**. Operator acknowledges and agrees that it has no exclusive rights to conduct the business described herein, and that Airport Authority has the right, at all times, to arrange with others for similar activities at the Airport.

3.3. **Transportation Requirements**. In conducting its operations consisting solely of the Permitted Use, without limiting the generality of other provisions of this Agreement, Operator shall inform Drivers of the terms of this Agreement and the following transportation requirements, as amended from time to time by Airport Authority:

(a) Each Driver shall maintain, within such driver’s vehicle at all times while upon Airport grounds, a digital decal as described in Section 2.2(c);

(b) Each Driver shall be allowed to pick-up passengers at the Airport at the Designated Areas, and will be allowed to drop-off passengers at any reasonably safe location within the geographic areas shown in Exhibits A and B, including but not limited to the TNC Pickup/Drop Off Area indicated on Exhibit C;

(c) Each Driver must be able to produce, upon the request of any police officer or other Airport Authority representative, an electronic waybill meeting the requirements of Section 3.4;

(d) Once a Driver has made contact with the passenger(s) with whom such driver was matched, the Driver shall promptly load such passenger(s); and

(e) Each Driver shall limit such driver’s curbside time to the time required for the prompt loading and unloading of passengers, and after loading passengers, such Driver shall thereafter promptly depart from the Airport.

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

3.5. **No Advertising or Promotions**. No Vehicle shall post or display, on the exterior thereof, any signage or other displays except for Operator’s name and/or logo (or the signage of other transportation network companies).

3.6. **General Prohibited Activities**. Without limiting any other provision herein, Operator shall not, without the Airport Authority’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 or interfere with the rights of others on the Airport or injure or annoy them; (b) commit, or suffer 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, unlawful or reasonably objectionable purpose; (d) place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within or adjacent to the Designated Areas or the roadways; or (e) do, or permit to be done, anything, in any way, which would be reasonably likely to materially injure the reputation or image of the Airport Authority or appearance of the Airport.

3.7. Other Prohibited Activities. Without limiting the generality of other provisions of this Agreement, Operator will convey to Drivers that the following activities are prohibited by Drivers:

- (a) Turning off or disabling the App when a Vehicle is on Airport property, unless the Driver is departing the Airport after a drop-off, or acting as a customer for personal reasons and not representing the Operator;
- (b) Allowing operation of a Vehicle on Airport roadways by an unauthorized driver;
- (c) Transporting a passenger in an unauthorized vehicle;
- (d) Picking-up passengers, or their baggage, at any location other than the Designated Areas while operating at the Domestic Terminal;
- (e) Failing to provide information, or providing false information, to police officers or Airport personnel;
- (f) Displaying, to an Airport official, a waybill in an altered or fictitious form;
- (g) Soliciting passengers on Airport property;
- (h) Using or possessing any alcoholic beverage while on duty;
- (i) Failing to operate a vehicle in a safe manner;
- (j) Failing to comply with posted speed limits and traffic control signs;
- (k) Using profane or vulgar language;
- (l) Attempting to solicit payment in excess of that authorized by law;
- (m) Soliciting for or on behalf of any hotel, club, nightclub, or other business;

- (n) Soliciting of any activity prohibited by the applicable laws, rules or regulations;
- (o) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- (p) Disconnecting any pollution control equipment;
- (q) Using or possessing any illegal drug or narcotic while on Airport property;
- (r) Operating a vehicle without proper certification or at any time during which Operator's authority is suspended or revoked; and
- (s) Engaging in any criminal activity.

3.8. **Representative of Operator.** Operator shall provide the Airport Authority with name, address, telephone and email address for at least one qualified representative authorized to represent and act for Operator in matters pertaining to its operation, and shall keep Airport Authority informed, in writing, of the identity of each such person.

4. FEES; REPORTING; AND RECORDKEEPING

4.1. **Defined Terms.** As used in this Agreement, the following capitalized terms shall have the following meanings:

- (a) "Trip" means each instance in which a Driver affiliated with an Operator enters Airport property and makes one or more stops to pick up one or more passengers on Airport property.
- (b) "Per Trip Fee" means a fee of \$1 for each Trip.
- (c) "Monthly Fee" means the product of the following: (i) the number of Trips conducted by the Operator's Vehicles in one calendar month, and (ii) the Per Trip Fee then in effect.

4.2. Payment Requirements and Reports.

(a) Within thirty (30) days after the close of any calendar month, Operator shall submit its operations report to Airport Authority for the previous calendar month (the "Monthly Report"). The Monthly Report shall be in an agreed-upon electronic format (as specified by Airport Authority), and shall contain the total number of Trips for the reporting period. All such information shall be accurate at all times.

(b) Operator agrees to pay a Monthly Fee to the Airport Authority, which shall constitute a total of the Per Trip Fees assessed for each pick-up in the relevant month. The Monthly Fee is due, in full, and received by the Airport Authority, within thirty (30) days after the close of any calendar month. All payments hereunder, including Monthly Fees, shall be paid at the office of the Airport Authority, or at such other place or manner as Airport

Authority may designate in writing.

(c) All payments hereunder, including Monthly Fees, shall be paid in lawful money of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind. 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%) per month, or if lower, the maximum amount allowed by law.

4.3. **Books and Records**.

(a) Operator agrees to maintain and make available (in physical or electronic form) to Airport Authority 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 4.1–4.2 of this Agreement. Operator shall maintain such books and records in accordance with generally accepted accounting principles ("GAAP"), unless otherwise agreed to by the Airport Authority. Upon Airport Authority's reasonable prior written request, which shall not occur more than once per calendar year, Operator shall permit the Airport Authority to audit and examine such books and records relating to its performance of its obligations under Sections 4.1–4.2 of this Agreement at Operator's place of business or a mutually agreed upon third party location. Operator shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years from the expiration of this Agreement or the last date of operations at the Airport, whichever is later; provided, however, Operator shall not be required to maintain any such data and records for a period longer than seven (7) years.

(b) Should any examination, inspection and audit of Operator's books and records by the Airport Authority disclose an underpayment by Operator of the consideration due, Operator shall promptly pay Airport Authority the amount of such underpayment. If said underpayment exceeds five percent (5%) of the consideration due, Operator shall reimburse the Airport Authority for all reasonable costs incurred in the conduct of such examination, inspection and audit.

5. **ASSIGNMENT**

5.1. **No Assignment**. Operator shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, without Airport Authority's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed (the term "Transfer" shall mean any such assignment, encumbrance, or transfer). Airport Authority's consent to one Transfer shall not be deemed a consent to any subsequent Transfers. Any Transfer made without Airport Authority's consent shall constitute a default hereunder and shall be voidable at Airport Authority's election. Notwithstanding the above, Operator shall retain the right to transfer this Agreement, or any right hereunder, to an affiliate of Operator.

5.2. **Change of Control**. 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 a Transfer, and shall not be subject to the restrictions in Section 5.1. 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.

6. COMPLIANCE WITH 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 Airport Authority to any federal or state Governmental Entity in connection with the Airport Authority’s ownership or operation of the Airport, and all other applicable rules, regulations, policies, and procedures of Airport Authority, 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, Airport Authority, State of Maine, U.S. Department of Transportation, Federal Aviation Administration, and Transportation Security Administration.

7. INDEMNIFICATION; INSURANCE

7.1. **Indemnification**. Operator shall indemnify, defend, and hold harmless Airport Authority for any losses, liabilities, judgments, suits, claims, damages, costs and expenses, of any kind or nature (collectively, “Losses”), which (a) at any time after the effective date of this Agreement may be suffered or sustained by Operator or any Driver arising out of Operator’s operations, or (b) are caused, in whole or in part, by any act or omission (whether negligent, non-negligent or otherwise) of Operator or any Driver. This indemnification shall not extend to such Losses to the extent caused by the negligence or willful misconduct of Airport Authority or its employees, officers, directors, contractors or agents.

7.2. **Insurance**. 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 Maine, or Maine Bureau 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 Airport Authority 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 (Airport Authority) 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:

(a) 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, or is located on the airport premises immediately preceding picking up passenger(s) and while in the course of entering 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.

“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. This policy shall not apply to rides originating in New York City where Drivers are professionally licensed and carry insurance in amounts mandated by the Taxi and Limousine Commission (“TLC”).

(b) 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 Airport Authority with respect to obligations assumed by Operator under this Agreement.

7.3. **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.

7.4 **Confidentiality of Records.** Any information that Operator makes available to Airport Authority 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 Airport Authority notifies Operator of such requirement promptly prior to disclosure, and provided further that Airport Authority makes diligent efforts to limit disclosure pursuant to any available bases set forth in the Maine Freedom of Access Act or other applicable law. If the Airport Authority determines that it must disclose such information, then the Airport Authority 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 Airport Authority 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.

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) Operator shall fail to pay Monthly Fees duly and punctually (or to submit any Monthly Report), or to make any other payment required hereunder, when due to Airport Authority, and such failure shall continue beyond the date specified in a written notice of such breach or default from Airport Authority, which date shall be no earlier than the tenth (10th) business day after the effective date of such notice;

(b) A Transfer occurs without the prior approval of the Airport Authority as set forth in section 5.1;

(c) Operator fails to obtain and maintain the insurance required hereunder, or to provide copies of the insurance certificates to the Airport Authority as required herein; or

(d) Operator fails to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement, and such failure continues for a period of more than thirty (30) days after delivery by Airport Authority of a written notice thereof.

8.2. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, Airport Authority shall have the following rights and remedies in addition to any and all other rights and remedies available to the Airport Authority under this Agreement, at law, or in equity: (a) Airport Authority may elect to terminate this Agreement; and (b) nothing herein shall be deemed to limit Airport Authority’s right to terminate this Agreement as provided in Section 2.

8.3. **Cumulative Rights.** The exercise by Airport Authority of any remedy provided in this

Agreement shall be cumulative and shall in no way affect any other remedy available to Airport Authority under law or in equity.

8.4. **Fines/Penalties**. By operating on the Airport, Operator and Drivers affiliated with Operator shall be subject to applicable laws, ordinances, rules and regulations including any fines or penalties in connection therewith. Airport Authority shall have no obligation to Operator to impose fines on, or otherwise take action against, any other person or entity at the Airport.

9. **GOVERNMENTAL PROVISIONS**

9.1. **No Representations**. Operator acknowledges and agrees that neither Airport Authority, nor any person on behalf of Airport Authority, has made, and Airport Authority hereby disclaims, 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. Operator represents and warrants that it has made an independent investigation of all aspects of the business venture contemplated by this Agreement.

9.2. **Limitation on Damages**. Notwithstanding anything in this Agreement to the contrary, in no event will either party be liable to the other party for any consequential, incidental or special damages, or lost revenues or lost profits.

9.3. **Federal Nondiscrimination**. Operator understands and acknowledges that Airport Authority 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 Airport Authority for certain Airport programs and activities, and that Airport Authority is required under said Regulations to include in every agreement or concession pursuant to which any person or persons other than Airport Authority, 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 [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."

10. GENERAL PROVISIONS

10.1. **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) Airport Authority at its Notice Address; or (c) such other address as either Operator or Airport Authority 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's Notice Address: Lyft, Inc.
c/o Miranda Scott
185 Berry Street, Suite 5000
San Francisco, CA 94107
w/ Copy to Legal Department
w/ electronic copy to legalnotices@lyft.com

Airport Authority's Notice Address:
Airport Director
Bangor International Airport
287 Godfrey Boulevard
Bangor, ME 04401
w/ electronic copy to rmadden@flybangor.com

10.2. **Waiver of Performance.** The waiver by either Party of performance of any provisions of this Agreement shall not constitute a future waiver of performance of such provisions.

10.3. **Entire Agreement.** The Parties intend that this Agreement shall be 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. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

10.4. **Amendments.** Except as specifically provided herein, amendments to this Agreement require written agreement of the Parties. Notwithstanding the foregoing, if a Governmental Entity requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Operator shall agree to make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.

10.5. **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 to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

10.6. **Successors and Assigns.** Subject to the provisions of Section 5, the terms and conditions contained in this Agreement shall bind and inure to the benefit of Operator and Airport Authority, and, except as otherwise provided herein, to their personal representatives and successors and assigns.

10.7. **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.

10.8. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Maine. Any dispute arising out of this Agreement, including, but not limited to, any issues relating to the existence, validity, formation, interpretation or breach of this Agreement, shall be brought and litigated exclusively in a state or federal court located in Maine; and the Parties consent to the exclusive jurisdiction thereof.

10.9. **Authority.** Operator represents and warrants that Operator is a duly authorized and existing entity, that Operator has and is duly qualified to do business in Maine, 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 Airport Authority's request, Operator shall provide Airport Authority with evidence reasonably satisfactory to Airport Authority confirming the foregoing representations and warranties.

10.10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement on _____, 2024.

CITY OF BANGOR

LYFT, INC.

By: _____

By: _____

Printed: Debbie Laurie

Printed: Angela Westbrook

Title: City Manager

Title: VP, Global Operations

**Memorandum of Agreement
Between the City of Bangor &
Rasier, LLC**

This Memorandum of Agreement ("Agreement"), is made and entered into by and between the City of Bangor (the "City") and Rasier, LLC, a limited liability company organized and existing under the laws of the state of Delaware ("TNC").

Recitals: In a good faith effort to provide transportation network company service to and from the Bangor International Airport, the City and TNC agree to execute this Agreement to grant TNC the ability to offer its mobile application ("app") at the Bangor International Airport ("BGR"), and authorize TNC drivers the right and privilege to provide on-demand transportation services using TNC's app at BGR.

Agreement: For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Effective July 1, 2024 TNC will be authorized to conduct business at BGR. This Agreement shall be in effect for a period of one (1) year thereafter. TNC drivers shall have non-exclusive rights of ingress and egress across BGR property to conduct 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 the City or the use of the airport by its tenants, passengers or employees; (b) shall be on roadways, and other areas designated by the City from time to time; and (c) may be temporarily suspended by the City in the event of an emergency or a threat to BGR during the time period of such emergency or threat.

2. TNC shall pay to the City, for the privilege of operating at BGR, an amount equal to ONE DOLLAR AND NO CENTS (\$1.00) per passenger pick up anywhere inside the geofence ("Per Trip Fee"). See geofence depicted on Exhibit A attached hereto and incorporated. Payment of the Per Trip Fee for the preceding month shall be made to the City no later than the twentieth (20th) day of the following calendar month. For purposes of this Agreement, a "month" will be considered to begin on the first (1st) day of each calendar month and will conclude on the final day of that calendar month. If the Agreement is executed and operation begins on some day other than the first day of a calendar month, the first payment of the Per Trip Fee only shall be prorated from the start date of operations under this Agreement through the final day of that calendar month.

3. TNC shall, no later than the fifteenth (15th) day of each calendar month, submit to the City a report detailing the total number of pick-ups made at BGR in the preceding calendar month (the "TNC Activity Report"). Upon the City's reasonable request, the City shall have the right to audit such TNC Activity Reports directly relating to TNC's performance under this Agreement no more than twice per year at an agreed-upon location. TNC shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years from the expiration of this Agreement or the last date of operations at BGR, whichever is later.

4. TNC shall comply with and shall inform its affiliated TNC drivers of their obligation to comply with all applicable local, state, and federal laws, BGR rules and regulations, and procedures of Federal, State, and local governments, and with the Federal Aviation Administration, Transportation Security Administration, or successor agencies, governing conduct on, and operations at, BGR, as said laws may now exist or may be amended.

5. All TNC drivers and vehicles, upon entering BGR property and during transport of a BGR passenger, shall be covered at all times during the term of this Agreement by auto liability insurance with limits of no less than \$1,000,000 combined single limit for death, bodily injury and property damage. BGR shall be additional insureds under the auto liability policy maintained by TNC.

6. Each TNC driver will maintain, on his or her smartphone, a "digital decal" while using the app on BGR property that will be used to substitute for a tangible BGR permit. The digital decal will allow the City, at any and all times, to confirm the following information for any TNC driver using the app while operating at BGR:

- (a) TNC Driver identity and color photo;
- (b) Vehicle make and model;
- (c) License Plate number;
- (d) Certificates of insurance in accordance with Maine Law;
- (e) An electronic waybill.

7. No TNC vehicle may not operate, with the exception of picking-up or dropping-off passengers pursuant to paragraph 15 below, within the geofence depicted in the attached Exhibit A. Without limiting the exception for dropping-off or picking-up passengers, to "operate" includes driving, staging, accepting or receiving a fare, and all other driver or TNC or driver functions.

Additionally, No TNC vehicle shall stage anywhere on BGR property except in the dedicated waiting lot identified by BGR management and depicted on the attached Exhibit B. TNC vehicles shall only enter BGR property to enter the waiting lot, in the course of a drop off, or upon notification of imminently arriving rider(s) for pick-up.

8. The City shall maintain, at its sole expense, signage at or near the TNC staging area which identifies to TNC drivers where such area is located. The signage shall, at a minimum, display the following language: "Ride Share App Waiting Area." The airport shall endeavor to comply with the latest American Association of Airport Executives (AAAE) wayfinding when current signage is due for replacement by including the following language: "Ride App Pickup."

9. Any information that TNC makes available to the City pursuant to this Agreement is deemed to be confidential and proprietary information ("TNC's confidential information"), regardless of whether the records are marked as such, and shall not be disclosed to anyone without TNC'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 the City: makes diligent efforts to limit disclosure pursuant to any

available bases set forth in the Maine Freedom of Access Act or other applicable law, notifies TNC of such requirement at least five (5) days prior to disclosure, and allows TNC reasonable opportunity to object to production. If the City is required to release TNC'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.

10. This Agreement is made under and shall be governed by the laws of Maine, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper and lie exclusively in Maine.

11. Termination. This Agreement will continue in force until its term expires or if terminated as hereinafter provided, whichever is earlier: (a) the City shall have the right to terminate this Agreement upon TNC's defaulting on any term of this Agreement, if TNC has not cured such default within thirty (30) days' after written notice thereof from the City; or (b) either party may terminate this Agreement, at any time, for any reason, if the requesting party gives not less than thirty (30) days' prior written notice thereof to the other party.

12. TNC shall perform, or have a third party perform, criminal background checks on each TNC driver before said driver begins offering services at BGR in accordance with the requirements of the State of Maine's TNC law.

13. TNC acknowledges and agrees that: (a) the City shall have the right, at all times, to change, alter and expand BGR, including the terminals, roadways and designated pick-up, drop-off and staging areas; and (b) the City has made no representations, warranties and/or covenants to TNC regarding the design, construction, passenger or automobile traffic, or views of BGR. Without limiting the generality of the foregoing, TNC acknowledges and agrees that: BGR may from time to time undergo renovation, construction and other modifications; and the City may from time to time adopt rules and regulations relating to security or other operational matters that may affect TNC's business.

14. Each TNC driver shall limit such driver's curbside time to the time required for the prompt loading and unloading of passengers, and after loading passengers, such driver shall thereafter promptly depart from BGR.

15. Each TNC driver shall be allowed to pick-up and drop-off passengers at BGR at the areas designated on the attached Exhibit B. Additionally, the TNC driver may drop-off any passengers at BGR at any reasonably safe location depicted in the Attached Exhibit B, even if it is not designated.

16. Without limiting any other provision herein, TNC shall not, without the City's prior written consent: (a) cause or permit anything to be done in or about BGR, or bring or keep anything thereon, which would be reasonably likely to (i) increase, in any way, BGR's rate of fire insurance, (ii) create a nuisance, or (iii) obstruct or interfere with the rights of others at BGR or injure or annoy them; (b) commit, or suffer to be committed,

any waste upon BGR; (c) use or allow BGR to be used for any improper, immoral, unlawful or reasonably objectionable purpose; (d) place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within or adjacent to BGR or the roadways; or (e) do, or permit to be done, anything, in any way, which would be reasonably likely to materially injure the reputation, image, or appearance of the City or BGR.

17. TNC shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

18. TNC shall indemnify, defend, and hold harmless the City for any losses, liabilities, judgments, suits, claims, damages, costs and expenses, of any kind or nature (collectively, "Losses"), which (a) at any time after the effective date of this Agreement may be suffered or sustained by TNC or any TNC driver arising out of TNC's operations, or (b) are caused, in whole or in part, by any act or omission (whether negligent, non-negligent or otherwise) of TNC or any TNC driver. This indemnification shall not extend to such Losses to the extent caused by the negligence or willful misconduct of the City or its employees, officers, directors, contractors or agents.

19. As applicable, TNC, in its operation at and use of BGR, 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.

20.. 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.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its City Manager, and TNC has caused the same to be executed by its appropriate and authorized officer.

CITY OF BANGOR:

By: _____

Date:

Name:

Title:

Rasier, LLC:

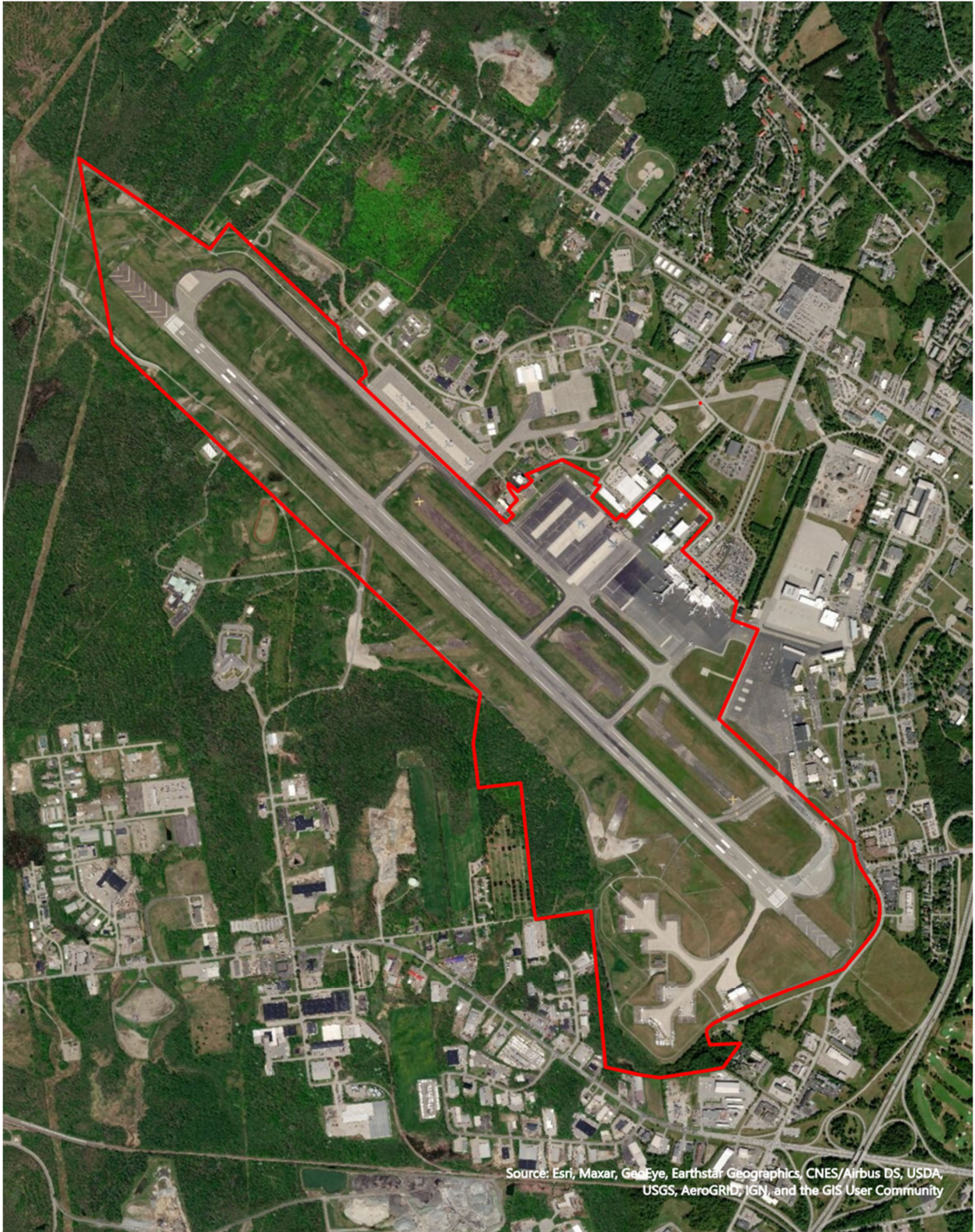
By: _____

Date:

Name:

Title:

Exhibit A: Airport-Wide Geofence



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Exhibit B: Terminal Ground Transportation Operations

