

INTRODUCED: September 23, 2024

AN ORDINANCE No. 2024-256

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Non-Exclusive License Agreement between the City of Richmond and Greyhound Lines, Inc. for the purpose of granting Greyhound Lines, Inc. permission to use a portion of Main Street Station at 1500 East Main Street as a bus stop, passenger boarding, and waiting area. (7th District)

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: NOV 12 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is authorized to execute a Non-Exclusive License Agreement between the City of Richmond and Greyhound Lines, Inc. for the purpose of granting Greyhound Lines, Inc. permission to use a portion of Main Street Station at 1500 East Main Street as a bus stop, passenger boarding, and waiting area. Such agreement shall be substantially in the form of the document attached to this ordinance and approved as to form by the City Attorney.

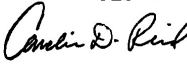
AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: NOV 12 2024 REJECTED: _____ STRICKEN: _____

§ 2. This ordinance shall be in force and effect upon adoption.

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

A TRUE COPY:
TESTE:

City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-1042

File ID: Admin-2024-1042

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 08/22/2024

Subject:

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 09/23/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin 2024-1042 Greyhound Lines Ordinance DRAFT, Admin 2024-1042 Non-Exclusive License Agreement for Greyhound, Admin 2024-1042 Greyhound Exhibit A, Admin 2024-1042 Greyhound Exhibit B

Enactment Number:

Contact:

Introduction Date:

Drafter: Dironna.Clarke@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/22/2024	Dironna Clarke	Approve	8/26/2024
1	2	8/22/2024	Bobby Vincent	Approve	8/26/2024
1	3	8/27/2024	Robert Steidel	Approve	8/26/2024
1	4	8/28/2024	Meghan Brown	Approve	8/29/2024
1	5	8/28/2024	Sheila White	Approve	8/30/2024
1	6	8/29/2024	Jeff Gray	Approve	8/30/2024
1	7	9/13/2024	Lincoln Saunders	Approve	9/9/2024
1	8	9/13/2024	Caitlin Sedano - FYI	Notified - FYI	
1	9	9/13/2024	Mayor Stoney	Approve	10/1/2024
1	10	9/13/2024	Cordell Hayes - FYI	Notified - FYI	

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2024-1042

O&R REQUEST

DATE: August 22, 2024

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sheila White, Director of Finance

THROUGH: Meghan K. Brown, Director, Budget & Strategic Planning

THROUGH: Robert Steidel, DCAO, Operations

FROM: Bobby Vincent Jr., Director of Public Works

RE: To Authorize the Chief Administrative Officer to enter into a non-exclusive License Agreement between the City and Greyhound Lines Inc. to use a certain bus stop, passenger boarding and waiting area at The Plaza at Main Street Station, 1500 E. Main Street, Richmond, Virginia, 23219.

ORD. OR RES. No.

PURPOSE: Authorize the Chief Administrative Officer to enter into a non-exclusive License Agreement between the City and Greyhound Lines Inc. to use a certain bus stop, passenger boarding and waiting area at The Plaza at Main Street Station, 1500 E. Main Street, Richmond, Virginia, 23219.

REASON: The City intends to have a non-exclusive license of a bus stop, passenger boarding and waiting area at The Plaza at Main Street Station with Greyhound Lines Inc. to operate their Richmond stop along their intercity network with connections along the East Coast. The Plaza at Main Street Station is located directly across the street from the station and is part of the Main Street Station multimodal transportation center development. The License Agreement defines the licensed area and responsibilities thus protecting the City from liabilities.

BACKGROUND: Main Street Station serves as the regional multimodal transportation center and is strategically positioned in the nexus of transportation infrastructure in the capital city and central business district. The Station provides seamless transportation connectivity and choices including a Bus Rapid Transit, Amtrak, shuttles, motor coach connections, bike share, electric vehicle charging stations, and bikeways connecting the Virginia Capital Trail to the Capitol as well as over 800 GRTC busses circulating the Station's boundary on a daily basis, providing access to the Richmond International Airport.

Greyhound Inc, reached out to Greater Richmond Transit Company regarding Greyhound's Arthur Ashe Boulevard Transfer station (Established in 1985), set to close September-October 2024. Greyhound then made an effort to coordinate with the city on a new location or site for the intercity bus service in 2023. As, no site was found to accommodate the current business model, Greyhound re-vamped its service to other hubs on the Southeast of the U.S. Staff has provide a brief history of the closing of the transfer station.

- 1985-2006- Greyhound Arthur Ashe Boulevard Transfer Station opened
- 2007-2021-Owned by FirstGroup Greyhound consisted of staff, terminals and bus fleet;

- 2021- Munich-based Flixbus acquired Greyhound bus fleet for \$78 million from FirstGroup and made two make two subsidiary companies: Greyhound Lines, Inc and Flixbus Inc.
- 2022- FirstGroup sold almost all its remaining Greyhound properties to Twenty Lake Holdings, LLC;
- 2023-Twenty Lake began closing the properties, leaving Greyhound passengers without sheltered waiting or amenities in some cities, potentially as they shifted business models.
- 2024- Greyhound Lines, Inc revamps its service model to now have passenger drop-off and pick-up bus stop; with other lay-over transfers at multimodal stations across America.

In July 2024, a Ninety (90) Day License Agreement was entered with Greyhound for a bus stop, boarding and outside waiting area at The Plaza at Main Street Station was executed between Greyhound Lines Inc. and the City of Richmond. The agreed upon annual license fee of \$14,640 per year covers the additional janitorial expenses needed within the Main Street Station waiting areas. Security currently at the station is adequate for the Plaza and Main Street Station.

FISCAL IMPACT: The Office of Equitable Transit & Mobility anticipates an additional revenue to support Main Street Station in the amount of \$14,640 annually, positively impacting the City's budget for future fiscal years.

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: September 9, 2024.

CITY COUNCIL PUBLIC HEARING DATE: October 15, 2024.

REQUESTED AGENDA: Consent Agenda.

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation Standing Committee.

AFFECTED AGENCIES: Department of Public Works; Law Department; Planning and Development; Economic and Community Development; Department of Public Utilities; Finance Department; Budget and Strategic Planning; Copies also sent to: City Mayor (Levar M. Stoney); Chief Administrative Officer (J.E. Lincoln Saunders); Deputy Chief Administrative Officer of Operation (Robert Steidel); and City Attorney (2).

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

STAFF: Dironna Moore Clarke, Deputy Director, Office of Equitable Transit & Mobility x3074

NON –EXCLUSIVE LICENSE AGREEMENT

Section I Parties

This Non-Exclusive License Agreement (“*License*”) is made this ___ day of _____, 2024 (the “*Effective Date*”), between the **City of Richmond, Virginia**, a municipal corporation and political subdivision of the Commonwealth of Virginia, as “*Licensor*”, and **Greyhound Lines, Inc.**, a Delaware corporation authorized to transact business in the Commonwealth of Virginia, of 349 First Street, Elizabeth, NJ 07206, as “*Licensee*.”

The Licensor owns Main Street Station, including certain surrounding parking lots, and Licensee desires non-exclusive space in a portion of such lots for operation of its long-distance bus service.

Section II Licensed Space

Licensor hereby licenses to Licensee and Licensee hereby licenses from Licensor, the non-exclusive right to use a certain bus stop area and passenger boarding and waiting area at “The Plaza” directly across from the Main Street Station at 1500 East Main Street, Richmond Virginia, herein referred to as “*The Plaza at Main Street Station*,” and an area within the Main Street Station for a Ticket Vending Machine (TVM) [as shown on **Exhibit A and Exhibit B** attached hereto] (the “*Licensed Space*”). Licensor reserves the right to change the Licensed Space to any other bus stop passenger boarding and waiting area in the Main Street Station area, upon giving not less than thirty (30) days prior written notice to Licensee.

Section III Term; Termination For Convenience

The term of this License shall commence on October 19, 2024, and unless earlier terminated or otherwise extended, shall terminate on October 18, 2029. Licensee may renew this License for up to two (2) three-year renewal terms. Licensee shall give Licensor its written notice of its desire to renew this License at least sixty (60) days prior to the expiration of the term of the License.

The parties hereto shall have the right to terminate this License by providing sixty (60) days written notice to the other parties hereto.

Section IV License Fee

The annual license fee for the initial license term is **Fourteen Thousand Six Hundred Forty Dollars (\$14,640.00)** amount shall be payable in equal monthly installments of **One Thousand Two Hundred Twenty Dollars (\$1,220.00)**, in advance, on the first day of each month during the term of the License. Licensee shall deliver the monthly installments to the Department of Public Works overseeing the Main Street Station operations at the address specified below, commencing on or before the first day of each month (provided that the first such installment shall be paid on or before September 1, 2023). The annual license fee shall increase by 2% on each anniversary of the License and shall be payable in equal monthly installments in the same manner as the first year of the license term described in this section. Any installment of license fee accruing under the provisions of this License not paid when due shall bear interest at the rate of twelve percent (12%) *per annum* from the date when the license fee was payable by the terms of this License, until the license fee shall be paid by the Licensee.

Section V

Use of Licensed Space /Independent Business

A. The Licensed Space shall be used solely as a terminal area for passenger waiting, embarking and disembarking for Licensee's bus service operated by Licensee and activities directly related thereto (together, the "*Permitted Use*") and for no other purposes, absent Licensor's consent in its sole discretion. More particularly, the Permitted Use is restricted to the following specific uses:

- (1) Licensee's passengers may wait in the Plaza area immediately adjacent to the Licensee's assigned bus stop, as shown in Exhibit A. Licensee shall be responsible for ensuring that its passengers wait only in this designated waiting area.
- (2) Licensee's passengers and other invitees are permitted to wait on the Licensed Space, shown on Exhibit A for periods beginning not more than 30 minutes prior to a scheduled daily departure and remain on the Licensed Space after disembarking from buses not more than 30 minutes after a scheduled daily arrival.
- (3) Parking within the Licensed Space shall be limited to temporary parking of such Greyhound Lines, Inc. bus for loading and unloading of passengers. Licensee's passengers may park only in designated public parking spaces on and around the Licensed Space and pay the standard parking rate accordingly.

B. Licensee is operating an independent business with the independent right to direct and control its Greyhound Lines, Inc. bus service at the Licensed Space, subject to the terms and conditions of this License. Accordingly, Licensee agrees to the following:

- (1) Licensee shall furnish all equipment required for the operation of its Greyhound Lines, Inc. bus service.

- (2) Licensor reserves no control over Licensee's business at the Licensed Space. Licensee has no authority to employ anyone as an employee or agent of Licensor for any purpose.

C. Licensee shall not hold itself out as a partner, joint venturer, agent, affiliate or employee of Licensor. Licensee shall make such disclosures of such independent operator, non-affiliate status as requested by Licensor on Licensee's advertising or billing materials.

Section VI Prohibition Against Waste, Nuisance, or Unlawful Use

Licensee, its employees, agents, representatives, passengers and invitees shall not commit, or allow to be committed, any waste on the Licensed Space, create or allow any nuisance to exist on the Licensed Space, impede or interfere with Licensor's title, possession, or operation of the Licensed Space or use or allow the Licensed Space to be used for any unlawful purpose.

At Licensor's request, Licensee shall provide for the removal of trash, refuse and waste from The Plaza at Main Street Station and provide at its sole cost and expense the necessary receptacles for all such trash, garbage and other refuse. The piling of boxes, cartons, barrels or other similar receptacles or the maintenance of unsightly items such as equipment in disrepair, on or about the Plaza at Main Street Station is prohibited.

Should Licensee fail to comply with operating provisions in this License, including the foregoing, and Licensor incurs costs, expense or charges in respect of same, Licensee agrees to be responsible for same.

Section VII Operating Covenants of Licensee

A. Licensee shall immediately notify Licensor of any damage caused to the Licensed Space by Licensee or Licensee's employees, agents, representatives, passengers, invitees or independent contractors ("*Licensee Party*" or "*Licensee Parties*").

B. Licensee shall provide a contact telephone number, address and parking information on Licensee's website as well as on brochures at The Plaza at Main Street Station, such information to be available to all passengers and users. Licensee shall also provide signage at The Plaza at Main Street Station that states the operating hours for Main Street Station. Licensor shall provide standard "no parking loading zone" signs in the bus drop off area.

C. Licensee shall be responsible for handling all matters pertaining to any Licensee Party, including questions, complaints, queries regarding status of buses and bus schedule, and the like.

D. Licensee shall provide at all times a sufficient supply of bus schedules and route information to meet the reasonable demand therefore. It is understood that Licensor may make space available within Main Street Station to store [and display] such items, but shall not be required to do so.

E. Licensee shall be responsible for security in or about the Licensed Space (it being understood that Licensor shall not have any responsibility for same) as well as replacement of any signs relating to the Greyhound Lines, Inc. operation that are stolen, defaced or damaged, whether by vandalism or otherwise.

F. Licensee shall provide Licensor with operating procedures that set forth how it will conduct its operations at The Plaza at Main Street Station, including scheduling matters, handling of emergencies, security matters and procedures, responsibility and process for unclaimed, lost or forgotten baggage and other personal items, and such other matters as the Licensor require.

G. Licensee shall ensure that its agents, employees and operators abide by the laws of the City of Richmond, Commonwealth of Virginia and United States Government in its operation of Licensee's bus service including, but not limited to, traffic laws and laws governing the use and parking of vehicles including buses and any, rules or regulations promulgated by the Virginia Department of Transportation and/or the Federal Department of Transportation.

H. Should Licensor become aware or be notified that Licensee Parties are parking illegally, it shall contact the Richmond Police Department or other designated party to remedy same. Upon the reasonable request of the Licensor, Licensee shall take all such reasonable steps within its control to control and prevent any such illegal parking including, but not limited to, preventing its buses from parking on Main Street for the loading and unloading of passengers.

I. Upon reasonable request of Licensor, Licensee shall deliver to the requesting party copies of all applicable permits and licenses prior to the commencement of operations hereunder.

Section VIII Delivery, Acceptance, and Surrender of Licensed Space

The Licensed Space is hereby made available to and accepted by the Licensee in "as is" condition. Licensee agrees to surrender the Licensed Space to Licensor at the end of the License term, if the License is not renewed, or upon revocation, in the same condition as when Licensee took possession, allowing for reasonable use and wear, and damage by acts of God, including fire and storms. Licensee agrees to remove all business signs or symbols placed on the Licensed Space by Licensee before redelivery of the Licensed Space to Licensor, and to restore the portion of the Licensed Space on which they were placed in the same condition as before their placement, ordinary wear and tear excepted.

Section IX
Posting of Signs, Awnings, or Marquees by Licensee

Licensee agrees that Licensee shall not construct or place, or permit to be constructed or placed, signs, displays, advertisements, decorations, awnings, marquees, or structures on The Licensed Space, or the Main Street Station property or structures. Licensee shall have the right to maintain one 12” x 18” Greyhound Lines, Inc. bus stop sign/with Greyhound Lines, Inc. phone number in such location adjacent to the Licensed Space approved by the Licensor in advance and in such materials and appearance approved by Licensor in advance. The sign must be supplied and installed by Greyhound Lines, Inc. and if to be attached to any portion of the Plaza at Main Street Station the method of attachment must be approved by Licensor in advance. Licensee shall be responsible for removal of such sign upon surrender of the Licensed Space and any damages caused by such removal. Licensee may also install a TVM in the TVM area shown on Exhibit B, which TVM may remain for the duration of the license.

Section X
Insurance

A. General Insurance Requirements

Licensee shall procure and maintain, at its own cost and expense, during the entire period of the performance under this License, the following types of insurance.

- (1) Worker’s Compensation -- A policy or approved self-insurance program of Worker’s Compensation Insurance that complies with the requirements of the statutes of Commonwealth of Virginia (Virginia Code §§ 65.2 *et. seq.*) and such other jurisdiction(s) in which the work will be performed for insured or self-insured programs, and shall waive subrogation rights including any formal insurance policy so endorsed stating the same.

Worker’s Compensation:	STATUTORY
Employer’s Liability: Each Accident	\$1,000,000
Disease Policy Limits	\$1,000,000
Disease - Each Employee	\$1,000,000

If use of the Licensed Space by Licensee calls for any exposure or work to be performed which comes under the jurisdiction of the Federal Employers Liability Act, the contractor shall provide coverage for these requirements. Should the Licensee fail to provide the aforementioned coverage they shall indemnify and hold Licensor harmless from any and all claims rising out of these exposures; and pay any and all expenses rising from this contract.

- (2) Commercial/Comprehensive General Liability – The Commercial/Comprehensive General Liability Insurance maintained by the Licensee shall include, at a minimum, the following coverage;

- Premises - Operations
- Contractual – This contract
- Broad Form Property Damage / Fire Legal Liability
- Personal Injury
- Independent Contractors

The minimum Limit of Liability shall be:

Bodily Injury (per person / occurrence)	\$5,000,000
Property Damage (per occurrence)	\$1,000,000

Or

Combined Single Limit per Occurrence	\$6,000,000
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If the insurance contract has a Limit of Liability Aggregate, the minimum Aggregate level shall be \$10,000,000 per policy year.

- (3) Automobile Insurance -- The Automobile Insurance maintained by the Licensee shall include, at a minimum, the following coverage:

- Owned and Hired Automobiles / Buses
- Non-Owned or Leased Automobiles / Buses

The minimum Limit of Liability shall be:

Bodily Injury per person / occurrence	\$5,000,000
Property Damage per occurrence	\$5,000,000
or	
Combined Single Limit (CSL) per occurrence	\$10,000,000

If the insurance contract has a Limit of Liability Aggregate, the minimum Aggregate level shall be \$10,000,000 per policy year.

- (4) Umbrella Insurance – The Umbrella Insurance maintained by the Licensee shall have a minimum limit of Ten Million Dollars (\$10,000,000) each occurrence and in the aggregate, written on a follow-form basis to the Commercial General Liability, Employer’s Liability, and Automobile Liability Insurance policies, and

such policies shall be scheduled as underlying insurance on the Umbrella Liability Insurance policy.

B. Special Provisions of Insurance Furnished by Licensee

- (1) All types of insurance described in this Section X shall (i) with the exception of Worker's Compensation and Employer's Liability policies, be endorsed to include Licensor, and all of its agents, employees, officers, and volunteers (collectively the Insured Parties), as additional insureds; (ii) be primary to any insurance coverage any of the Insured Parties may possess; and (iii) be written to include a waiver of subrogation against the Insured Parties.
- (2) Licensee shall forward to Licensor for approval a certificate, or certificates, issued by the insurer(s), of the insurance required under this Section X, including special endorsements. Such certificate(s) shall be in a form satisfactory to Licensor and shall list the various coverages and limits. Insurance companies providing the coverage must be acceptable to Licensor; rated by A.M. Best and carry at least an "A" rating. In addition to any provisions hereinbefore required, a provision of such insurance policies shall be that the policies shall not be changed or canceled, and they will be automatically renewed upon expiration and continued in full force and effect during the term of this License, unless Licensor is given thirty (30) days written notice before any change or cancellation is made effective. Licensee shall promptly furnish Licensor with a certified copy of each insurance policy upon request.
- (3) All insurance shall be procured from insurance or indemnity companies acceptable to Licensor and licensed and authorized to do business in Commonwealth of Virginia. Licensor approval or failure to disapprove insurance furnished by the Licensee shall not release the Licensee of full responsibility for liability for damage and accidents.
- (4) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect as required herein, Licensor may terminate this License for default or obtain insurance coverage equal to that required herein, the full cost of which shall be charged to the Licensee and shall be reimbursed by Licensee to Licensor within thirty (30) days after written demand therefor.
- (5) Any contract of insurance or indemnification naming Licensor or any of their departments, agencies, administrators or authorities, as an insured, shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that Licensor is not liable in tort by virtue of the fact of being governmental instrumentalities or public or quasi-public bodies.

- (6) Cancellation of insurance will automatically place the Licensee in default of this License. Licensee shall keep proper insurance in full force and effect at all times during the life of the contract. Certificates of Insurance shall be provided to Licensor within 14 days after License execution.

C. Self-Insurance Alternate

Licensor agrees that Licensee may satisfy any of the insurance requirements of this Section X through any program of self-insurance, provided the program meets or exceeds all such insurance requirements, has been approved as a Self-Insurer pursuant to the provisions of the motor vehicle requirements stipulated in the Code of Virginia §46.2-368, and is maintained throughout the term of this License, including any extensions. Licensee shall provide Licensor (i) a notarized copy of a Certificate of Self-Insurance that confirms the program of self-insurance can provide all the coverages Licensee is required to carry pursuant to this Section X and (ii) Self-Insurance number as assigned by the Virginia Department of Motor Vehicles Commissioner. For avoidance of doubt, any self-insurance alternate authorized by this Section X(C) shall be subject to the requirements of Section X(B) above.

**Section XI
Indemnification**

A. Licensee's Liability

Licensee shall be liable for all damages to persons (including employees of Licensee) or property of any type, arising out of any product provided or services rendered under this License, as a result of any action or omission by Licensee, its sublicensees or sub-sublicensees, any of their respective agents, anyone directly employed by any of them, or anyone for whose acts any of them may be liable.

B. Subrogation

Licensee, its agents and its sublicensees hereby waive and relinquish any right of subrogation or claim against Licensor, their governing body members, directors and employees arising out of the use of Licensor's premises (including any equipment) by any party in performance of this License.

C. Indemnification.

Licensee agrees to and shall indemnify, defend and hold harmless Licensor, their governing body members, directors and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including without limitation all expenses of litigation, expert witness fees, court costs and attorney's fees) by or to any person (including without limitation employees, agents, governing body members, officers of Licensee or Licensor) or entity (collectively the "Liabilities") arising out of, caused by, or resulting from acts or omissions of, or any product provided by, Licensee, its sublicensees, or its sub-sublicensees, any of their respective agents,

or anyone directly or indirectly employed by any of them, in connection with this License or the operations in and around the Licensed Space, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the negligence or willful misconduct of a party indemnified hereunder. Notwithstanding the foregoing, no party shall be entitled to indemnity to the extent of its own negligence or gross negligence. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this section, by an employee or Licensee, sublicensee or sub-sublicensee or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Licensee, sublicensee, or sub-sublicensee under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Licensee arising out of or resulting from the acts of Licensee in performing work under this License, Licensee shall promptly notify Licensor of such suit.

If any action at law or suit in equity is instituted by any third party against Licensor arising out of or resulting from the acts of Licensee, a sublicensee or sub-sublicensee, their respective agents or anyone directly or indirectly employed by any of them in performing work under this License, and if Licensee has failed to provide insurance coverage to Licensor against such action as required herein or otherwise refuses to defend such action, Licensor shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that Licensor shall give the Licensee advance notice of any proposed compromise or settlement. Licensor shall permit Licensee to participate in the defense of any such action or suit through counsel chosen by the Licensee, provided that the fees and expenses of such counsel shall be borne by Licensee. If Licensor permits Licensee to undertake, conduct and control the conduct and settlement of such action or suit, Licensee shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to Licensor. Licensee shall promptly reimburse Licensor for the full amount of any damages, including fees and expenses of counsel for Licensor, incurred in connection with any such action.

Section XII

Assignment or Sublease

Licensee agrees not to assign or sublease the Licensed Space or any part thereof, or any right or privilege connected with it, or allow any other person, except Licensee's agent's employees and passengers to occupy the Licensed Space or any part of the Licensed Space, without first obtaining Licensor's prior written consent, which may be withheld in its sole discretion. Any consent by Licensor shall not be consent to a subsequent assignment, sublease, or occupation by other persons. Licensee's unauthorized assignment, sublease, or license to occupy shall be void, and shall

terminate the License at Licensor's option. Licensee's interest in this License is not assignable by operation of law, nor is any assignment of Licensee's interest, without Licensor's written consent.

Section XIII

Effect of Licensor's Waiver of Covenants

Licensor's waiver of breach of one covenant or condition of this License is not a waiver of breach of others, or of subsequent breach of the one waived.

Section XIV

Licensor's Remedies on Default

If Licensee defaults in the payment of fee or amount payable hereunder, or defaults in the performance of any of the other covenants or conditions of this License, Licensor may give Licensee notice of such default. If Licensee does not cure any default with regard to payment of the license fee, or any other default within 10 days after the giving of such notice, then Licensor may terminate this License on not less than 15 days notice to Licensee. On the date specified in the notice the term of this License shall terminate and Licensee shall then quit and surrender the Licensed Space to Licensor, but Licensee shall remain liable as provided in all other provisions of this License. This section shall in no way limit Licensor's right to exercise any and all other remedies available to it in law or in equity.

Section XV

Special Licensor Provisions

A. Agreement in Entirety

This License represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This License may be amended only by written instrument signed by all parties.

B. Breach of Contract

If the Licensee shall fail, refuse or neglect to comply with the terms of this License, such failure shall be deemed a total breach of contract and the Licensee shall be subject to legal recourse by Licensor, plus costs resulting from failure to comply.

Licensee acknowledges that Licensor is the recipient of federal grant funds through the Federal Transit Administration (FTA), and Licensee agrees it will take no action that impedes or prevents Licensor from complying with all federal obligations arising from its status as the recipient of said grant funds. Any such act or omission, whether or not knowing at the time of the act or omission, will be considered a breach of this License.

The duties and obligations imposed by this License and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Licensor shall constitute a waiver of any right or duty afforded under this License, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

C. Governing Law

This License shall be deemed to have been made in, and be construed in accordance with, the laws of the Commonwealth of Virginia. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this License, respecting its alleged breach, shall be instituted only in the Circuit Court of Richmond, Virginia.

D. Non-Discrimination

- (1) Civil Rights. Licensee agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; 49 U.S.C. § 5332; and 49 C.F.R. Part 21, and any other implementing requirements which the United States Department of Transportation (USDOT) and/or the FTA have issued or may issue. These federal laws provide in part that no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity included in or resulting from this License.
- (2) Americans With Disabilities Act (ADA). Licensee agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990(ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any other implementing requirements which the USDOT and/or the FTA have issued or may issue. These federal laws provide in part that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this License.
- (3) Equal Employment Opportunity. Licensee agrees to comply with all equal employment opportunity (EEO) provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and any other implementing requirements which the USDOT and/or the FTA have issued or may issue. Licensee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. Licensee agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex,

disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

E. Environmental and Hazardous Materials

Licensee shall not cause or permit the escape, disposal or release of any chemical, biologically active or other hazardous substances or materials. Licensee shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or in compliance with the prevailing standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into or onto the Licensed Space any such materials or substances except to use in the ordinary course of activities permitted hereunder. Licensee covenants and agrees that the Licensed Space will at all times during its use or occupancy thereof be kept and maintained so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits and regulations of all environmental, state, federal, local and other governmental and regulatory authorities, agencies and bodies applicable to the Licensed Space, and Licensee expressly agrees to indemnify and save harmless Licensor from any and all loss, cost or expense, including reasonable attorneys' fees, occasioned by failure of Licensee or any Licensee Party so to comply.

Licensee shall comply with the applicable procedures of the Licensor in respect of firearms or any other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property (including but not limited to a firearm, knife, sword, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.)

F. Severability

If any clause or provision of this License is declared to be invalid by any court of competent jurisdiction, then and in that event, the remaining provisions hereof shall remain in force. In lieu of each clause or provision of this License that is illegal, invalid, or unenforceable, there shall be added as a part of this License, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

G. No Recordation

Licensee acknowledges and agrees that this License may not be recorded in any land records of any City or County without the prior written consent of Licensor.

H. Subordination

Without the necessity of any additional document being executed by Licensee for the purpose of effecting a subordination, this License shall be subject and subordinate at all times to all applicable easements, underlying leases and to the lien of any mortgages or deed of trust now or hereafter placed on, against or affecting the Licensed Space, Licensor's interest in the Licensed Space or any underlying lease or easement.

I. Federal Transit Administration Grant

- (1) The Licensee acknowledges that Licensor is the recipient of a Federal grant through the FTA, which funds, in part, the Licensed Space. The Licensee further acknowledges that pursuant to FTA grant requirements, the Licensor must demonstrate and retain satisfactory continuing control over the use of the Licensed Space. The Licensee agrees that it will not exercise any right(s) permitted under this License in a manner which compromises or otherwise diminishes Licensor's obligation to retain satisfactory continuing control over the use of the Licensed Space.
- (2) The License acknowledges the Federal interest in the Licenses Space and agrees that it will take no action which compromises or otherwise diminishes such interest.
- (3) The Licensee acknowledges that Licensor must comply with all applicable Federal statutes, regulations, orders, certification and assurances, or other Federal law (collectively referred to as "Federal laws"). Including, but not limited to, those set forth in the current Master Agreement governing transit projects supported with Federal assistance awarded through FTA. The Licensee agrees that it will take no action seeking compliance with non-Federal laws to the extent such laws conflict with applicable Federal laws.

J. Survival

Any provisions of this License which require performance subsequent to the termination or expiration of this License, including without limitation Licensee's obligations under Section XI and any obligation of Licensee to make payment to Licensor, shall survive such termination or expiration.

K. Sovereign Immunity

Nothing in this License may be construed as a waiver of the sovereign immunity granted Licensor by the Commonwealth of Virginia Constitution, statutes, and applicable case law.

L. Counterparts

This License may be executed in counterparts by the parties hereto. It is not necessary that the signatures of the parties appear on the same counterpart or counterparts. All counterparts shall collectively constitute a single agreement. Executed counterparts of this License may be delivered by electronic mail and shall have the same effect as original signatures.

Section XVI Notices

Notices given to pursuant to the provisions of this License, or necessary to carry out its provisions, shall be in writing, and delivered personally to or mailed by certified or registered mail return receipt requested, or sent by nationally recognized commercial overnight delivery service to:

City of Richmond- Seaboard Building
Office of Equitable Transit and Mobility
1500 E. Franklin Street
Richmond, VA 23219
Work phone - 804-646-3074
Cell phone - 804-658-8558
Fax - 804-646-8586
Attention: Dironna Moore Clarke, Deputy Director

City of Richmond
c/o City Attorney
900 East Broad Street City Hall, Room 300
Richmond, VA 23219
Work phone – 804-646-7940
Fax – 804-646-5743

Greyhound Lines, Inc.
9773 Harry Hines Blvd.
Dallas, TX 75220
Attention: Legal Department

With a copy to:

Greyhound Lines, Inc.
9773 Harry Hines Blvd.
Dallas, TX 75220
Attention: Real Estate Department

With a copy to:

Greyhound Lines, Inc.
P.O. Box 660362
Dallas, TX 75266-0362

Such notice shall be deemed delivered on the day of personal delivery, or three (3) business days after deposit for delivery postage pre-paid by certified mail or registered mail return receipt requested, or one (1) business day after deposit for delivery by nationally recognized commercial overnight delivery service.

IN WITNESS WHEREOF, each of Licensor and Licensee has caused this instrument to be executed on its behalf by officials duly authorized therefore.

GREYHOUND LINES, INC., as Licensee

By: _____

Printed name: _____

Title: _____

Date: _____

CITY OF RICHMOND, as Licensor

By: _____

Printed name: J.E. Lincoln Saunders

Title: Acting Chief Administrative Officer

Date: _____

Approved as to form:



Senior Assistant City Attorney

Approved as to terms:

Dironna Moore Clarke, DPW

EXHIBIT A

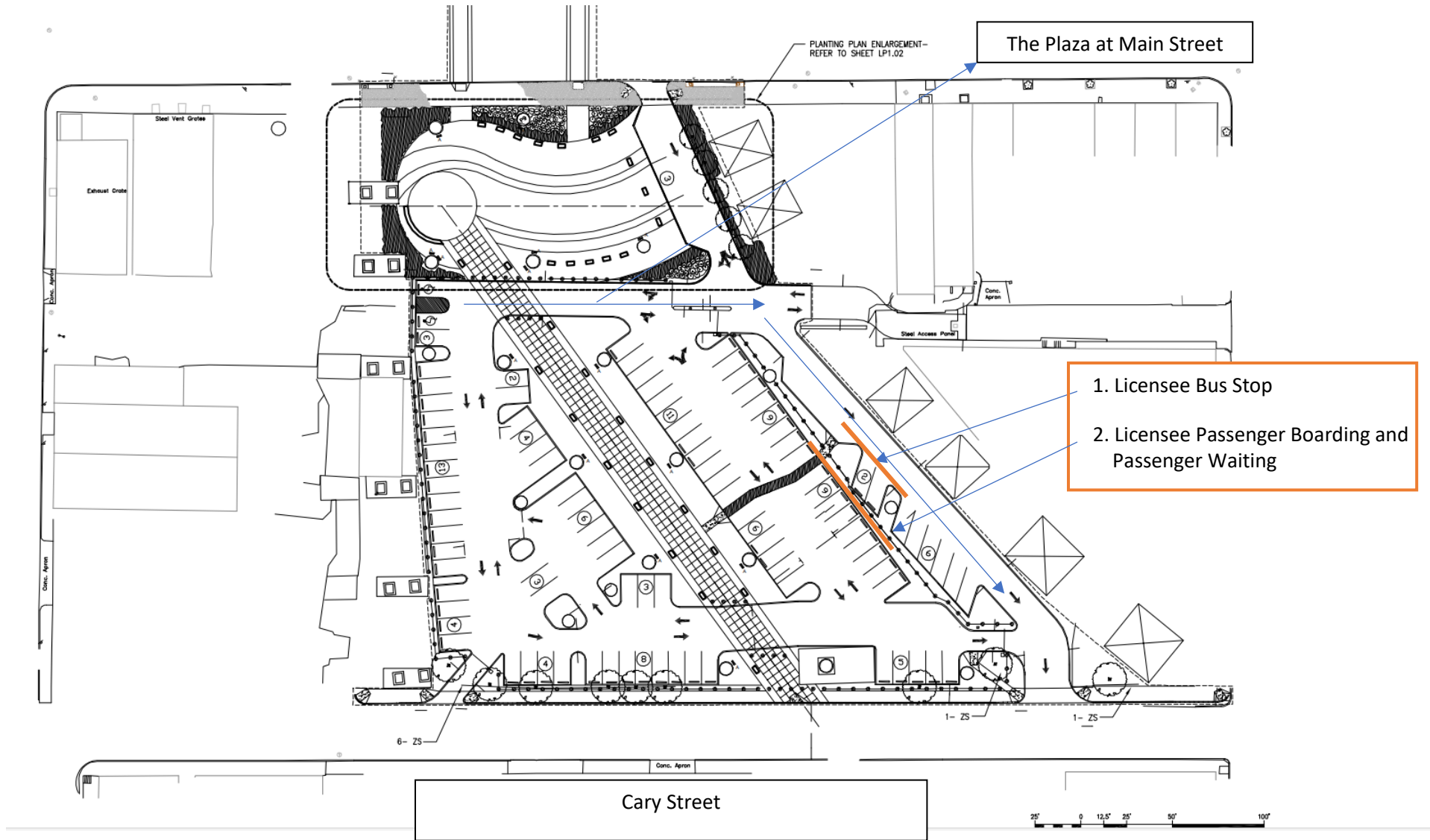
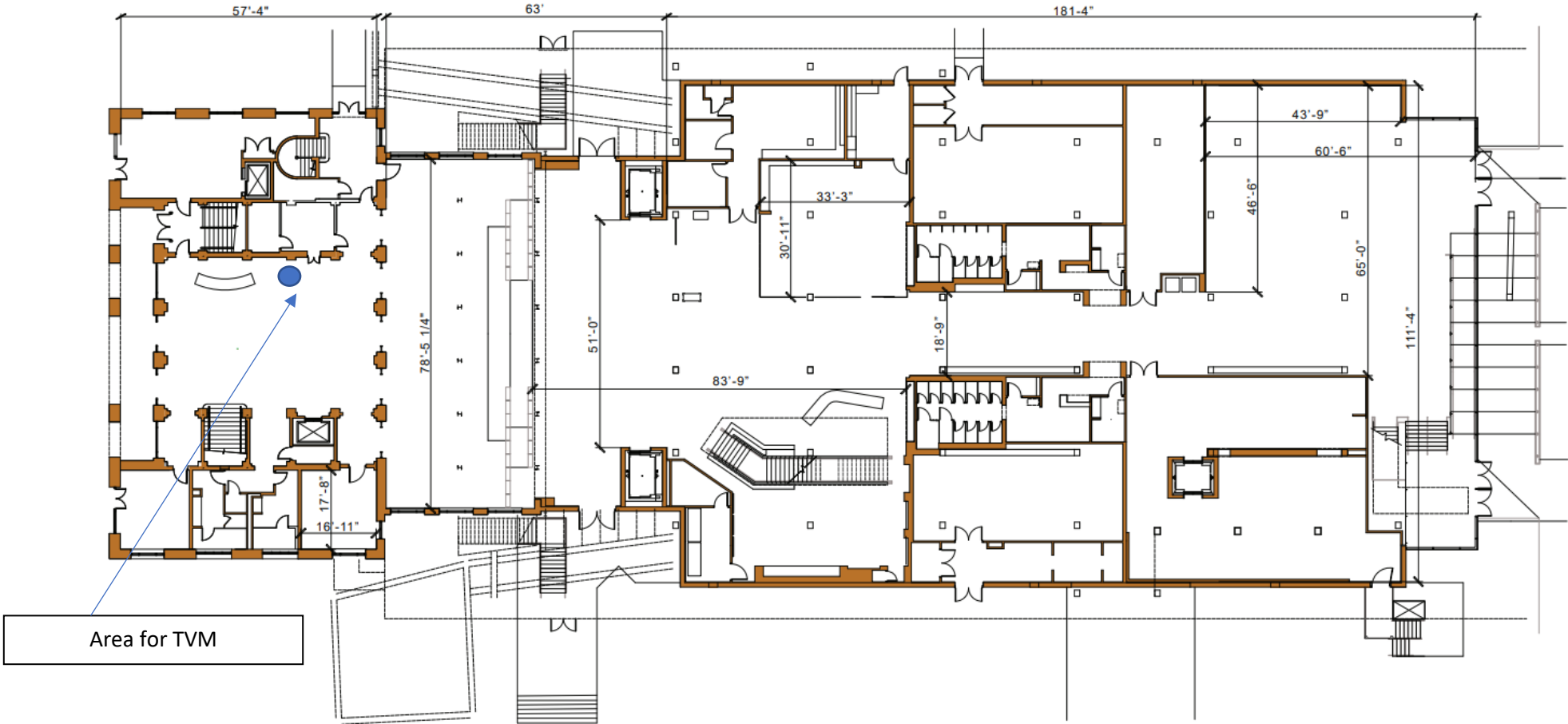


EXHIBIT B



First Floor Plan

Head House & Shed - South of Franklin Street

1500 E. Main Street
Richmond, VA 23219
800-872-7245