

**City Council Agenda Items  
and  
Contracts, Leases or Agreements**

12/6/2011

City Council Meeting Date  
Agenda Items Only

Greg Tabor  
Submitted By

Police  
Division

Police  
Department

**Action Required:**

Schedule a public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to Green Cab Company.

<u>N/A</u> Cost of this request	\$ <u>-</u> Category / Project Budget	<u>        </u> Program Category / Project Name
<u>        </u> Account Number	\$ <u>-</u> Funds Used to Date	<u>        </u> Program / Project Category Name
<u>        </u> Project Number	\$ <u>-</u> Remaining Balance	<u>        </u> Fund Name

Budgeted Item

Budget Adjustment Attached

[Signature] 11-18-11  
Department Director Date

Previous Ordinance or Resolution #         

[Signature] Nov 21, 2011  
City Attorney Date

Original Contract Date:         

Original Contract Number:         

[Signature] 11/21/11  
Finance and Internal Services Director Date

Received in City Clerk's Office  
**ENTERED**  
11-18-11 Des


[Signature] 11/21/11  
Chief of Staff Date

Received in Mayor's Office  
**ENTERED**  
11/21/11

[Signature] 11/23/11  
Mayor Date

Comments:

TO: Mayor Lioneld Jordan and Members of the City Council

FROM: Greg Tabor, Chief of Police 

DATE: November 18, 2011

RE: Request for Public Hearing on a Certificate of Public Convenience and Necessity for Green Cab Company

**Recommendation:**

The council should schedule a public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to Green Cab Company.

**Background:**

Fayetteville City Ordinance §117.81 requires operators of taxicab services to obtain a Certificate of Public Convenience and Necessity prior to operation.

**Discussion:**

The applicants have provided a completed application, proof of insurance and financial statements. The applicants have asked for approval to operate 4-10 hybrid cabs.

**Budget Impact:**

None

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO APPROVE A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR THE GREEN CAB COMPANY TO OPERATE WITHIN THE CITY OF FAYETTEVILLE**

**WHEREAS**, a public hearing has been held about the advantages and disadvantages concerning the issuance of a Certificate of Public Convenience and Necessity for the Green Cab Company; and

**WHEREAS**, after consideration of the public hearing and other facts and considerations, the City Council had determined that further taxicab service in the City of Fayetteville is required and desirable for our citizens' public convenience and necessity; and

**WHEREAS**, the City Council has determined that the Green Cab Company is fit, willing and able to perform such public transportation services and to conform to the provisions of Article IV **TAXICABS** of Chapter 117 of the Fayetteville Code; and

**WHEREAS**, the City Council has determined that Green Cab Company's proposed hours of service and rate schedule are reasonable to meet the public need.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes City Clerk Sondra Smith to issue a Certificate of Public Convenience and Necessity to the Green Cab Company and authorizes the Green Cab Company to operate as many as \_\_\_\_\_ taxicabs pursuant to this Certificate.

**PASSED and APPROVED** this 6<sup>th</sup> day of December, 2011.


APPROVED:

ATTEST:


By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

FAYETTEVILLE CODE OF ORDINANCES  
TITLE XI BUSINESS REGULATIONS

- 
- (6) The color scheme or insignia to be used to designate the vehicle or vehicles of the applicant;
- (7) The hours between which the applicant proposes to provide taxicab or limousine service to the general public, and the days, if any, on which the applicant does not propose to provide taxicab service to the general public, and;
- (8) The rate schedule which the applicant proposes to use to charge passengers.
- (C) Upon the filing of an application, the City Clerk shall fix a time and place for a public hearing thereon. Written notice of such hearing shall be given to the applicant and to all persons possessing current and valid Certificates of Public Convenience and Necessity. Any interested person shall have the right either in person or by representatives of their own choosing, to be present at all such hearings and to introduce evidence and to be heard either in support of or opposition to the issuance of a certificate.

(D) *Findings of the City Council.*

- 
- (1) If the City Council finds that further taxicab or limousine service in the city is required by the public convenience and necessity and that the applicant is fit, willing, and able to perform such public transportation and to conform to the provisions of this subchapter, then the city clerk shall issue a certificate stating the name and address of the applicant, the number of vehicles authorized under the certificate and the date of issuance; otherwise, the application shall be denied.
- (2) The City Council shall deny any application in which the proposed hours of service or the proposed rate schedule are found to be unreasonable to meet the public need.
- (3) In making the above findings, the City Council shall take into consideration the number of taxicabs or limousines already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions, and the character, experience, and responsibility of the applicant.

(Code 1965, §§20-17--20-20; Ord. No. 1910, 4-3-73; Ord. No. 2716, 4-21-81; Code 1991, §117.32; Ord 4623, 10-05-04; Ord. 4661, 12-21-04)

**117.33 Liability Insurance**

No Certificate of Public Convenience and Necessity shall be issued or continued in operation unless there is in full force and effect automobile liability insurance for each vehicle. The insurance shall have limits of not less than \$25,000 for personal injury to, or death of, any one person in any one accident, and liability limits of \$50,000 for personal injury to, or death of, two or more persons in any one accident, and \$25,000.00 for injury to or destruction of property or others in any one accident. The insurance shall be maintained with an insurance company authorized to do business in the state. A certificate evidencing such insurance shall be filed with the finance director.

(Code 1965, §20-21; Ord. No. 1910, 4-3-73; Ord. No. 3038, 10-2-84; Code 1991, §117.33; Ord. 4661, 12-21-04)

**117.34 Licensing Requirements**

(A) *Decal required.*

No certificate shall be issued or continued in operation unless the holder thereof has secured an annual permit decal for each vehicle granting the right to engage in the taxicab business. Permit decals shall be placed on the rear window of the permitted vehicle, and be clearly visible at all times. The licensing shall be for the calendar year, with holders required to file annual renewal applications and fees at least thirty (30) days prior to the end of each year; and shall be in addition to any other license fees or charges established by proper authority and applicable to the holder or the vehicle or vehicles under his operation and control. All vehicles so licensed shall be required to show proof of the purchase of for hire tags from the State of Arkansas.

(B) *Surety Bond required.*

No certificate shall be issued unless and until the applicant shall file with the City Clerk a surety bond in the amount of \$100.00, conditioned upon the applicant establishing, maintaining, and continuing the proposed service until such time as the certificate issued to the applicant is cancelled, withdrawn, or has expired.

(C) *Radio dispatch required.*

Every certificate holder shall maintain a radio dispatch system in operation during the hours of operation set forth in the application for the Certificate of Public Convenience and Necessity, capable of providing reasonably prompt service in response to requests received by telephone. Two-way radios are the preferred system. Citizens Band (CB) radios shall not be used. Any holder of a Certificate of Public Convenience and Necessity at the time of passage of this ordinance shall have six (6) months from the effective date thereof to comply with this provision.

## Certificate of Public Convenience & Necessity Application/Renewal

As required to comply with Chapter 117 of the Fayetteville Code of Ordinances

Matt Powell	2633 Miles View Rd. Fay. 72701	
Brad Audrain	65 N. Fletcher Fay. 72701	901-490-9943
Sarah Diebold	2275 Blue Mesa Fay 72703	479-530-3558
<b>Applicant Name</b>	<b>Address</b>	<b>Phone Number</b>

<u>Green Cab Company, Inc.</u>	
<b>Name of Business</b>	<b>Phone Number</b>

<u>Underwood Plaza 609 West Dickson Street Suite 112</u>	Fayetteville, AR
<b>Business Location</b>	<b>72701</b>

<u>See above Business Address</u>	
<b>Mailing Address</b>	

<u>Corporation</u>	
<b>Type of Business (Sole Proprietor, Corporation, LLC)</b>	

**Name and address of all owners, officers and stockholders:**

<u>Bradley Audrain</u>	<u>Vice President</u>	<u>65 N. Fletcher Fayetteville, AR 72701</u>
<u>Matthew Powell</u>	<u>President</u>	<u>2633 Miles View Rd. Fayetteville, AR 72701</u>
<u>Sarah Diebold</u>	<u>Secretary</u>	<u>2275 Blue Mesa Dr. Fayetteville, AR 72703</u>

**Name of person to whom complaints should be directed:**

<u>Bradley Audrain</u>	<u>(901) 490-9943</u>
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**Financial status of applicant (Attach financial statement or profit and loss statement)**

New business - see attached tax returns of all officers.  
Operating loan thru Arvest Bank - loan officer is Clay Reed.

List any unpaid judgments against any of the owners, officers and stockholders and the nature or acts giving rise to said judgments:

N/A

Describe the experience of all owners, officers and stockholders in the transportation of passengers:

All owners, officers and stockholders have clean driving records and are proven good citizens in Fayetteville. Green Cab Co. will background check, run motor vehicle report and drug screen all qualified applicants.

Give any facts you believe tend to prove the necessity of granting a certificate:

There is a shortage of available cab service in entertainment district on weekends. For consumers concerned with the welfare of the environment, there is NO other all hybrid cab company in operation in our area. All cabs are brand new and all drivers will be uniformed. State of the art GPS technology used for safety of passengers and vehicles - see attached.

List the number of vehicles that will be under your operation or control:

4 at start

Minimum and Maximum number of vehicles to be permitted:

4                      10  
Minimum                      Maximum

List the location of proposed depots and terminals:

Stand located in front of "The Dickson" on Dickson St. or at the corner of West St. and Dickson for peak hours of business (if possible). - Dispatch offices and parking spots for cabs located at: 609 West Dickson Street Suite 112 Fayetteville, AR 72701

**Describe the color scheme or insignia to be used to designate your vehicle:**

Attached - All cabs will be black in color with  
logo. Initial 4 cabs will be Toyota Prius Hybrids

**List your days and hours of operation:**

7 days a week - 24 hours per day on peak days  
and 6am - 3am on non-peak days.

**List any days you do not propose to provide taxicab service to the general public:**

Possibly Christmas day only - open all other days.

**List your proposed passenger rate schedule:**

See attached. rate schedule for per mile and  
airport shuttle rates.

Sgt. Dan W. Harte  
Police Department Representative

11-8-11  
Date



609 West Dickson Street

Suite 112

Fayetteville, AR 72701

[www.ridegreencab.com](http://www.ridegreencab.com)

Pricing

\$3.50 Cab Entry

\$2.60 per mile

\$2.00 each additional passenger

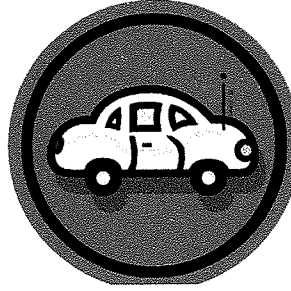
\$0.50 per minute wait time

\$50 flat rate Fayetteville/XNA

\$40 flat rate Rogers or Bentonville/XNA

Corporate Bulk Rates Available





**green cab co.**

609 West Dickson Street

Suite 112

Fayetteville, AR 72701

[www.ridegreencab.com](http://www.ridegreencab.com)

Green Cab Co vs. Competition

- Green Cab Co. is the environmentally friendly option
  - Fast, Friendly, Professional Service
- All drivers are uniformed and wear clear, visible name tags
- Drivers are all drug tested randomly and background checked
- All cars are brand new Black Toyota Prius with Green Cab. Co logo (purchased locally)
  - Ability to book rides via phone, online, text or email
- Utilize state of the art GPS tracking software to ensure driver and passenger safety which monitor location, geographic boundaries and speed in real time
- Convenient dispatch location attached to The Dickson parking garage – allows drivers to leave car in safe, covered environment

Green Cab Company  
Type of Loan  
PERSONAL  
COMMERCIAL  
ADDITIONAL PREMIUM

**PREMIUM FINANCE AGREEMENT - Truth-in-Lending Disclosure**

**LENDER:**

30833 Northwestern Highway - Suite 220, Farmington Hills, Michigan 48334  
P.O. Box 257 - Southfield, MI 48037-0257  
(248) 932-9020 (800) 477-7889 Fax (248) 932-9043  
UAW

Contract Date \_\_\_\_\_



**Royal Premium Budget Inc.**

Account No. \_\_\_\_\_

A KAUFMAN GROUP COMPANY

<b>AGENT/BROKER (NAME AND BUSINESS ADDRESS)</b> Offenhauser and Company 518 Pine St Texarkana TX 75501 (903) 793-5511		<b>INSURED (NAME AND RESIDENCE OR BUSINESS ADDRESS)</b> Green Cab Company, Inc. 609 W. Dickson Street Suite 112 Fayetteville AR 72701
PRODUCER CODE		

TOTAL PREMIUMS		PAYMENT SCHEDULE			
A	\$ 36,454.08	NUMBER OF INSTALLMENTS	AMOUNT OF EACH INSTALLMENT	WHEN PAYMENTS ARE DUE	
B	\$ 9,338.52	9	3,229.60	FIRST INSTALLMENT DUE	INSTALLMENT DUE DATES
DOWN PAYMENT				12/02/2011	2nd (Monthly)
AMOUNT FINANCED THE AMOUNT OF CREDIT PROVIDED ON YOUR BEHALF		SCHEDULE OF POLICIES			
C	\$ 27,115.56	POLICY PREFIX AND NUMBER	POLICY EFFECTIVE DATE	NAME OF INSURANCE CARRIER AND NAME OF MANAGING GENERAL AGENT	TYPE OF COVERAGE
D	\$ 1,950.84	APP350946157	11/02/2011	NEW-CO - Scottsdale Insurance Company NEW-GA - AR01	12
E	\$ 0.00	FINANCE CHARGE THE DOLLAR AMOUNT THE CREDIT WILL COST YOU		ERN TX\$/FEES	34,752.00
F	\$ 29,066.40	DOC STAMP TAXES (Florida Only)			1,402.08
G	APR 16.950 %	TOTAL OF PAYMENTS AMOUNT PAID AFTER MAKING ALL SCHEDULED PAYMENTS			300.00
TOTAL PREMIUMS MUST AGREE WITH BOX "A" ABOVE >>>>					\$ 36,454.08

Quote Number: 000001036539

**TO THE INSURED:**

If you sign below, you acknowledge receipt of a copy of this Agreement and you agree to the provisions BOTH ON THE FIRST AND THE SECOND PAGE OF THIS AGREEMENT. You further agree that you are irrevocably appointing LENDER your ATTORNEY-IN-FACT to cancel the policies as outlined on page 2 #9 in this agreement.

1. Do not sign this agreement before you read it or if it contains any blank spaces.
2. You are entitled to a completely filled-in copy of this agreement, keep a copy of this agreement to protect your legal rights.
3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge. (In Florida after withholding \$20.00)

**IF FOR ANY REASON YOU DO NOT RECEIVE YOUR PAYMENT COUPONS OR INVOICE FOR INSTALLMENTS DUE, YOU MUST STILL MAKE YOUR PAYMENTS ON THE ABOVE DATE TO THE ABOVE ADDRESS.**

The insured may request the Spanish language disclosure before signing any documents if required by state law. El prestatario puede solicitar un acceso equivalente en español.

DATE: \_\_\_\_\_ PRINT NAME OF INSURED: \_\_\_\_\_ SIGNATURE OF INSURED: \_\_\_\_\_ TITLE: \_\_\_\_\_  
QIV#000001036539 PRN:110811 CFG:STD15 RT:STD CRD:10 BP:Coupon P/F:0.00 SUB:G00025 RPBZZ

**PRODUCERS WARRANTIES AND REPRESENTATIONS:**

Remittance: 9,338.52 Retention: 0.00

**THE UNDERSIGNED WARRANTS AND GUARANTEES:**

(1) The insured has received a copy of this Agreement, and the Required Federal Truth-In-Lending disclosures for Personal Lines Insurance, if applicable, (2) The policies hereon are in full force and effect and the information in the schedule of policies and the premiums are correct, except in the case of assigned risk or residual market policies. (3) The insured has authorized this transaction and recognizes the security interest assigned herein. (4) To hold in trust for LENDER any payments made or credited to the insured through or to the undersigned, directly, indirectly, actually or constructively by any of the insurance companies and to pay the monies to LENDER upon demand to satisfy the then outstanding indebtedness of the insured. (5) There are no exceptions to the policies other than those indicated and the policies comply with LENDER's eligibility requirements. (6) There are NO AUDIT OF REPORTING FORM POLICIES, POLICIES SUBJECT TO RETROSPECTIVE RATING OR TO MINIMUM EARNED PREMIUMS TO BE EARNED FOR THE FULL TERM OF THE POLICIES, IF POLICY IS SUBJECT TO A MINIMUM EARNED PREMIUM IT IS (7) The policies can be cancelled by the insured or the company on 10 days written notice and the unearned premiums will be computed on a pro-rata or short-rate table (in MD pro-rata). (8) The undersigned represents that a proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the named insured or if the named insured is the subject of such a proceeding, it is noted on this Agreement in the space in which the insured's name and address is placed.

DATE

SIGNATURE OF AGENT OR BROKER



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## FINANCING INSTRUCTIONS

Dear Agent:

Attached is a Premium Finance Agreement for your insured's policy. Simply complete the following checklist of requirements and submit to Royal Premium to activate the loan:

- Signed Premium Finance Agreement:** The Premium Finance Agreement must be signed by both the insured and the producer (except in those states that allow the producer to sign on behalf of the insured in which case the producer may sign for both).
- Copy of Underwriting Binder and Invoice if available:** A copy of the underwriting binder and invoice should be submitted with the Premium Finance Agreement, if available. The binder/declarations page must include the policy term, policy number, names of insurance companies, names of general agents, policy premiums, taxes, and fees.
- Complete Insured Information:** The insured's information must be complete including name, mailing address, and phone number.
- Signed by Producer.**
- Down Payment Check less your Commission:** An agency check, payable to Royal Premium, for the down payment less your full commission, to be enclosed with the original signed Agreement.
- First Installment Payment Check (if needed) –** The first installment will be due thirty (30) days from the earliest policy effective date. Any payment(s) due within 10 days of the date the finance agreement is submitted should be collected and sent along with the signed finance agreement. This will expedite funding to the companies and/or brokers.

To Activate the Loan, Mail the following:

1. Signed Premium Finance Agreement
2. Copy of underwriting binder and invoice
3. Down payment less your commission
4. 1<sup>st</sup> installment if needed

A legible copy of the Premium Finance Agreement, Binder, and Invoice may be faxed to 248-932-9043 or emailed to [financing@royalpremium.com](mailto:financing@royalpremium.com)

All original documents and checks should be mailed to:  
Royal Premium  
PO Box 257  
Southfield, MI 48037-0257

Contact our office with any questions at 800.477.7889. Thank you for the opportunity to service your financing needs.

Thank you for your business,

Royal Premium

 **SCOTTSDALE INSURANCE COMPANY®**  
**SCHEDULE OF FORMS AND ENDORSEMENTS**

Policy No. \_\_\_\_\_ Effective Date: \_\_\_\_\_  
12:01 A.M., Standard Time

Named Insured \_\_\_\_\_ Agent No. 03002

<b>COMMON FORMS</b>	
UTS-COVPG 12-09	Cover Page
OPS-D-1 12-00	Common Policy Declarations
UTS-SP-2 12-95	Schedule Of Forms and Endorsements
IL 00 17 11-98	Common Policy Conditions
IL 00 21 9-08	Nuclear Energy Excl
UTS-9g 5-96	Service of Suit Clause
UTS-74g 8-95	Punitive Excl
UTS-119g 1-00	Min Earned Cancellation Prem

**AUTO-TRUCKERS-GARAGE FORMS**

CAS-SD-1 4-06	Business Auto Supplemental Dec
UTS-234 4-06	Covered Autos Schedule
CA 00 01 3-06	Business Auto Cov
CAS-2 10-92	Mileage Limitation-Commercial

CA0162  
IL0909  
CA9928  
CA2108  
CA2166  
CA3128  
CA9903

**ADDITIONAL FORMS**

PASSENGER LOADING &  
UNLOADING EXCLUSION

*W*

*W*



**Burns & Wilcox**  
*40 Years of Excellence*

Kirkpatrick Plaza, 10800 Financial Ctr Pwy, Suite 270, Little Rock, AR 72211  
 Phone: (501) 221-3363 OR (800) 429-7572 Fax: (501) 221-1246

**TO:** Offenhauser & Company Attn: bsparks@fwoins.com  
**RE:** Green Cab Company, Inc.

**DATE:** 11/8/2011  
 Page 1 of 1

**WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:**

**LOCATION(S) OF RISK:**

# 1: 609 W. Dickson Street Suite 112, Fayetteville, AR 72701

**PROPOSED EFFECTIVE PERIOD:** 11/02/11 AT 12:01 AM TO 11/02/12 AT 12:01 AM STD TIME AT RISK LOCATION.

**FORM OF COVERAGE:** COMMERCIAL AUTOMOBILE OCCURRENCE

**APPLICATION NO:** APP350946157

**INSURER(S):**

Line Of Business	Supplier(s)	Participation
Auto Liability	Scottsdale Insurance Company	100.00 %
Auto Physical Damage	Scottsdale Insurance Company	100.00 %

**LIMITS / DEDUCTIBLES:**

Loc	Sub Coverage	Limit(s)	Deductible(s)	Co Ins
1	Combined Single Limit	\$1,000,000		
1	Medical Payments / Any One Person	\$5,000		
1	Underinsured Motorist	\$500,000		
1	Uninsured Motorist CSL	\$500,000		
1	Uninsured Motorist Split Limits / Property Damage	\$500,000		
1	Collision	\$100,000	1,000	
1	Comprehensive	Included w/Limits	1,000	

**TOTAL CHARGES:**

Premium:	\$ 27,764.00	Auto Liability
Premium:	\$ 6,988.00	Auto Physical Damage
Fee:	\$ 300.00	Policy Fee (Fully Earned)
Tax:	\$ 1,402.08	Surplus Lines Tax - BusAuto
<b>TOTAL:</b>	<b>\$ 36,454.08</b>	

**100% MINIMUM & DEPOSIT**

**TERM MINIMUM PREMIUM:**

25.00% EARNED

MINIMUM PREMIUM = \$8,688.00

**COMMISSION:** 10.00 % OF PREMIUM

**EXCLUSIONS:**

Per attached forms list

**ENDORSEMENTS:**

Per attached forms list

**CONDITIONS:** PLEASE REVIEW THIS CAREFULLY AS IT MAY DIFFER FROM COVERAGES AND LIMITS REQUESTED.

Complete signed and dated application, supplemental application and um/uim form required to bind coverage. Based on 4 taxi's going 50 miles or less. Subject to favorable mvr's.

THE ABOVE COVERAGES ARE THE ONLY COVERAGES OFFERED. ANY COVERAGE REQUESTED IN THE APPLICATION THAT DIFFERS FROM THE ABOVE IS NOT INCLUDED. THE INSURANCE IS SUBJECT TO THE TERMS, CONDITIONS, LIMITATIONS, AND FORMS OF THE POLICY(S) IN CURRENT USE BY THE COMPANY.

**PAYMENT:** \$32,978.88 DUE IN 30 DAYS FROM EFFECTIVE DATE.

**WE APPRECIATE YOUR BUSINESS. NO BINDING AUTHORITY IS CONVEYED TO ANY AGENT.  
 FLAT CANCELLATIONS NOT ALLOWED. QUOTATION IS GOOD FOR 30 DAYS.**

**B&W PRODUCER:** Mark P Carter



**Quote# 1036539 - Green Cab Company, Inc.  
 Payment Coupon**

Quote Number: 1036539  
 11/8/2011 2:43:19 PM  
 To Our Customer...

Thank you again for selecting **Royal Premium Budget**. For your convenience, we are providing you with a coupon for your first installment which is due on 12/2/2011 12:00:00 AM.

You should be receiving a coupon booklet shortly, however, if you do not, please use this coupon to make your first installment. Please be aware that your first installment is still due on 12/2/2011 12:00:00 AM and will be considered late if not received in our office by 12/2/2011 12:00:00 AM even if you do not receive your coupon booklet from us.

If you do not receive your coupon booklet within 5-10 days, please call us at (248) 932-9020 and we will verify your correct address and send out a new set of coupons.

Please return the Coupon below with your Payment

Payment Coupon	Account	Payment#				
Make check payable to:  <b>Royal Premium Budget</b> P.O. BOX 257 , SOUTHFIELD, MI 48037-0257  <input type="checkbox"/> Have you moved? Please check this box and print your new address on the back.  BORROWER:  <b>Green Cab Company, Inc.</b> 609 W. Dickson Street Suite 112, Fayetteville, AR 72701	Agent: NEW-AGT Quote: 1036539	1				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: center;">If Payment is Received By</th> <th style="width: 50%; text-align: center;">Regular Payment Amount</th> </tr> <tr> <td style="text-align: center;">12/2/2011</td> <td style="text-align: right;">\$3,229.60</td> </tr> </table>	If Payment is Received By	Regular Payment Amount	12/2/2011	\$3,229.60	
If Payment is Received By	Regular Payment Amount					
12/2/2011	\$3,229.60					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: center;">If Payment is Received After</th> <th style="width: 50%; text-align: center;">Late Payment Amount</th> </tr> <tr> <td style="text-align: center;">12/2/2011</td> <td style="text-align: right;">\$3,391.08</td> </tr> </table>	If Payment is Received After	Late Payment Amount	12/2/2011	\$3,391.08	
If Payment is Received After	Late Payment Amount					
12/2/2011	\$3,391.08					

## PROVISIONS OF YOUR SECURITY AGREEMENT

1. **PROMISE OF REPAYMENT:** The insured requests LENDER to pay the premiums on the policies shown on the first page of this agreement. The insured promises to pay to LENDER at its office the amount stated in Block "F" on the first page of this agreement, according to the Payment Schedule shown on that page, subject the rest of the terms of this Security Agreement.
2. **SECURITY INTEREST:** The insured assigns to LENDER as security for the total amount payable in this Agreement any and all unearned premiums, and states where applicable dividends which may become payable and if the policy is fully earned, all loss payments under said policies which reduce the unearned premium. The insured gives to LENDER a security interest in all items mentioned in this paragraph.
3. **DEFAULT CHARGES:** Insured agrees that if any installment is more than 10 days past due it will pay to LENDER a default charge in an amount up to 5% of the installment or the maximum permitted by applicable state law, in MD not to exceed \$8.00 Personal, \$100.00 Commercial. In FL, not to exceed \$10.00 Personal.
4. **FINANCE CHARGE:** The finance charge, shown in Box "D" on the front side of this Agreement, begins to accrue on the earliest policy effective date and continues until all funds are paid in full. In California this agreement is subject to a minimum finance charge of \$25.00 plus the Producer Fee shown in Box "D".
5. **THIS AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when LENDER mails a written acceptance to the insured.
6. **WARRANTY OF ACCURACY:** The insured warrants to LENDER that the insurance policies listed in the above schedule have been issued to the insured and are in full force and effect and except in case of assigned risk or residual market policies, that the insured has not assigned any interest in the policies except for the interest of mortgagees and loss payees.
7. **REPRESENTATION OF SOLVENCY:** The insured represents that it is not insolvent or presently the subject of any insolvency proceeding.
8. **CANCELLATION:** LENDER may cancel the insurance policies and the unpaid balances due to LENDER shall be immediately payable by the insured if any of the following occur: (a) The insured does not pay any installment according to the terms of this Agreement; (b) When an insurance contract is cancelled, the insurer shall return any gross unearned premiums that are due under the contract computed pro-rata or short-rate table (in MD pro-rata) excluding any fees to the lender within a reasonable time not exceeding 45 days of cancellation date.
9. **POWER OF ATTORNEY - LIMIT OF LIABILITY:** The insured irrevocably appoints LENDER its Attorney-in-Fact with full authority to cancel the insurance policies, receive all sums assigned to LENDER or in which it has granted LENDER a security interest and LENDER may execute and deliver on the insured's behalf all documents, instruments of payment and all forms. All forms and notices of any kind relating to the insurance policies in furtherance of this Agreement. LENDER's liability to any person or corporation on the exercise of its authority to cancel the insurance policies is limited to the amount of the principle balance, except if LENDER willfully fails to mail the notices required by law. When LENDER effects cancellation in accordance with state law, the insured will be responsible for attorney's fees (not a salaried employee) and other costs in any unsuccessful action filed as a result thereof to the extent permitted by applicable state law.
10. **MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to LENDER after LENDER's Notice of Cancellation of the insurance policies has been mailed may be credited to the insured's account without affecting the acceleration of this Agreement and without any liability or obligation on LENDER's part to request the reinstatement of the cancelled policies. Any money LENDER receives from an insurance company shall be credited to the amount due LENDER with any surplus being paid over to the insured. No refund of less than \$1.00 shall be made, not applicable to VA. If there is a balance due after LENDER receives the unearned premiums from the insurance company then the insured will pay the balance to LENDER with interest at the rate shown on this Agreement. Any money received after notice of cancellation has been sent may be applied to the outstanding indebtedness of any balance of this contract owed by insured and shall not be construed as a reinstatement of the insurance policy.
11. **PREPAYMENT:** Insured has the right to prepay the entire outstanding balance in full at any time before the due date of the final installment. Upon prepayment in full, or upon cancellation and full payment to LENDER, insured will be entitled to receive a refund of the Finance Charge to be computed by the Rule of 78's ("Sum of the Years Digits") method, or the actuarial method, as required or permitted by the applicable law. If cancellation occurs, the insured agrees to pay a Finance Charge on the balance due at the rate on the reverse side of this Agreement until it is paid in full, or until such other date as is required by applicable state law. Insured agrees to pay LENDER reasonable attorney's fees, (In FL, not exceeding 20% of amount due,) and collections costs under the terms and conditions hereof and to the extent and amount permitted by applicable state law.
12. **INSURANCE AGENT OR BROKER:** The insurance agent or broker named on this Agreement is the insured's agent, and LENDER is not legally bound by anything the agent or broker represents to the insured, orally or in writing other than indicated on this agreement.
13. **SPECIAL INSURANCE POLICIES:** If the insurance policy issued to the insured is auditable or is a reporting form policy or subject to retrospective rating, then the insured promises to pay the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by LENDER which the insurance company retains.
14. **SUCCESSORS AND ASSIGNS:** All legal rights given to LENDER shall benefit LENDER's assigns. The insured will not assign the policies without LENDER's written consent except for the interest of mortgagees and loss payees.
15. **MISSING AND INCORRECT INFORMATION:** If the policy has not been issued at the time of signing this Agreement. The policy numbers of the insurance policies may be left blank and may be subsequently inserted in this Agreement. In addition, insured authorizes LENDER or the agent or broker to correct on this Agreement at any time, if incorrect, the name of the insurance companies, the policy numbers and the installment due dates. LENDER will notify the insured of the corrected and/or inserted information on its written notice of acceptance.
16. **ADDITIONAL PREMIUMS:** The money paid by LENDER is only for the premium as determined at the time the insurance policy is issued. LENDER's payment shall not be applied by the insurance company to pay for any additional premiums owed by the insured as a result of any type of misclassification of this risk. The insured agrees to pay the company any additional premiums which become due for any reason. LENDER may assign to the company any rights it has against the insured for premiums due the company in excess of the premiums returned to LENDER.
17. **AGENT'S WARRANTIES:** To convince LENDER to enter this Agreement and accept the security underlying this Agreement, the person executing this Agreement, if not the insured, warrants severally and as the duly authorized agent of the insured: that he is the duly authorized agent of the insured appointed specifically to enter into this transaction on the insured's behalf; that he can perform any act the insured could or should perform with respect to this transaction; that he will hold in trust for LENDER any payments made or credit to the insured through the undersigned or to the undersigned, directly, indirectly, actually or constructively, by any of the insurance companies and that he will pay the monies to LENDER upon demand to satisfy the then outstanding indebtedness of the insured.
18. **ASSIGNMENT:** All of LENDER's rights under this Agreement shall inure to its successors and assigns. This Agreement may not be assigned by the insured except as provided for in this Agreement.
19. **DOCUMENT AND GOVERNING LAW:** This document is the entire Agreement between LENDER and the insured and can only be changed in writing and signed by both parties. The laws of the state of insured's residence as set forth above will govern this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be impaired.
20. **ARIZONA:** Interest charge calculated on 1/365 days.
21. **NON-REFUNDABLE FEES:** The insured agrees to pay lender non-refundable service charge (AZ \$10.00, VA \$15.00), returned check (AZ \$10.00, FL \$15.00, MD \$25.00, MS \$15.00, VA \$20.00) and cancellation fees (MD \$15.00, MS \$15.00) under the terms and conditions hereof and to the extent and amount permitted by applicable state law.

CA U 002 01 06

## ARKANSAS UNINSURED MOTORISTS COVERAGE SELECTION/REJECTION (SUPPLEMENT TO THE APPLICATION)

<b>Policy Number:</b>	<b>Policy Effective Date:</b>
<b>Company:</b>	<b>Producer:</b>
<b>Applicant/Named Insured:</b>	

Arkansas law permits you to make certain decisions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage. This document briefly describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

### **Uninsured Motorists Coverages**

**Bodily Injury Uninsured Motorists Coverage** provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

**Property Damage Uninsured Motorists Coverage** provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an automobile accident. Also included are damages due to property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Unless rejected, your policy must include Bodily Injury Uninsured Motorists Coverage at limits not less than: (1) split limits of \$25,000 for each person, subject to \$50,000 for each accident with respect to bodily injury; or (2) a single limit of \$50,000. You may select optional higher limits up to the policy's liability limits. If you purchase Bodily Injury Uninsured Motorists Coverage, then you may also select Property Damage Uninsured Motorists Coverage up to the policy's liability limits or you may reject such coverage.

Please indicate your choice from **A.**, **B.** or **C.** as follows:



**A. Selection Of Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage**

By completing this section, you are selecting BOTH Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage in connection with your automobile liability policy.

Please indicate your choice by initialing next to the appropriate item(s) in 1. OR 2. and signing below. Please note that we only offer Bodily Injury Uninsured Motorists Coverage and Property Damage Uninsured Motorists Coverage up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials)	<p><b>1. I select Bodily Injury Uninsured Motorists Coverage at limit(s) equal to the minimum limits required by Arkansas law AND Property Damage Uninsured Motorists Coverage as indicated below. I acknowledge that I have been offered Bodily Injury Uninsured Motorists Coverage at limit(s) up to the liability limits of my policy. I reject any increased limits of Bodily Injury Uninsured Motorists Coverage that are higher than the minimum limits required by Arkansas law.</b></p> <p><b>(Choose either the Split Limits option or the Combined Single Limit option:)</b></p>					
_____	<b>Split Limits Bodily Injury And Property Damage</b>		OR	<b>Combined Single Limit</b>		
_____	\$	25,000/50,000/25,000		_____	\$ 75,000	
<b>OR</b>						
(Initials)	<p><b>2. I select Bodily Injury Uninsured Motorists AND Property Damage Uninsured Motorists Coverage at the following limit(s):</b></p> <p><b>(Choose one Split Limits Bodily Injury option AND one Property Damage limit option, OR one Combined Single Limit option from the following:)</b></p>					
_____	<b>Split Limits Bodily Injury</b>		OR	<b>Combined Single Limit</b>		
_____	(Initials)	Property Damage		(Initials)		
_____	\$	50,000/100,000	_____	\$	100,000	
_____		100,000/300,000	_____		250,000	
_____		250,000/500,000	_____		350,000	
_____		500,000/1,000,000	_____		500,000	
_____			_____		1,000,000	
_____	(Other)	(Other)	_____		(Other)	
<b>Signature Of Applicant/Named Insured</b>				<b>Date</b>		

**B. Rejection Of Property Damage Uninsured Motorists Coverage AND Selection Of ONLY Bodily Injury Uninsured Motorists Coverage**

By completing this section, you are rejecting Property Damage Uninsured Motorists Coverage and selecting ONLY Bodily Injury Uninsured Motorists Coverage in connection with your automobile liability policy.

Please indicate your choice by initialing next to the appropriate item(s) in 1. OR 2. and signing below. Please note that we only offer Bodily Injury Uninsured Motorists Coverage up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials) _____	<p><b>1. I reject Property Damage Uninsured Motorists Coverage and select ONLY Bodily Injury Uninsured Motorists Coverage at limits equal to the minimum limits required by Arkansas law. I acknowledge that I have been offered Bodily Injury Uninsured Motorists Coverage at limit(s) up to the liability limits of my policy. I reject any increased limits of Bodily Injury Uninsured Motorists Coverage that are higher than the minimum limits required by Arkansas law.</b></p> <p><b>(Choose either the Split Limits Bodily Injury option or the Combined Single Limit option from the following:)</b></p>	
(Initials) _____	OR	(Initials) _____
\$	Split Limits Bodily Injury 25,000/50,000	\$
		Combined Single Limit 50,000
<b>OR</b>		
(Initials) _____	<p><b>2. I reject Property Damage Uninsured Motorists Coverage and select ONLY Bodily Injury Uninsured Motorists Coverage at the following limit(s):</b></p> <p><b>(Choose one Split Limits Bodily Injury option OR one Combined Single Limit option from the following:)</b></p>	
(Initials) _____	OR	(Initials) _____
\$	Split Limits Bodily Injury	\$
_____	50,000/100,000	_____
_____	100,000/300,000	_____
_____	250,000/500,000	_____
_____	500,000/1,000,000	_____
_____	(Other)	_____
		Combined Single Limit
		100,000
		250,000
		350,000
		500,000
		1,000,000
		(Other)
_____ <b>Signature Of Applicant/Named Insured</b>		_____ <b>Date</b>

**C. Rejection Of BOTH Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage**

By initialing and signing below, you are rejecting Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage in its entirety.

<p><b>(Initials)</b></p> <p>_____</p>	<p><b>I reject BOTH Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage.</b></p>
<p>_____</p> <p><b>Signature Of Applicant/Named Insured</b></p>	<p>_____</p> <p><b>Date</b></p>

November 15, 2011

Sgt. Jay Harter

Fayetteville Police Department

RE: Green Cab Co – Application for Permit

Sgt. Harter,

I am writing in regard to the Application for Permit for Green Cab Co, a new business in Fayetteville. I am Sarah Sparks Diebold residing at 2275 Blue Mesa Rd. Fayetteville, AR 72701 and have lived at this address for approximately 5 years. I have lived in Fayetteville since August, 1991, first as a student, then as a productive resident.

In the course of my time in Fayetteville I have owned both Countryside Apartments on Deane Street and most recently Friendly Liquor on North College. I have since sold both businesses. During my time here, I have been current on all local, county, state and federal taxes and have no outstanding judgements against me of any nature. In addition, I have no arrest of any kind on my record.

Green Cab Company is being funded thru a combination of personal assets and an operating loan from Arvest Bank. Clay Reed is the loan officer and Regina R. Young, CPA would both be happy to answer any questions regarding my financial stability to start this much needed business. Regina would also be able to attest to my former business activity for the apartments and liquor store. I pride myself in running profitable, ethical and fully legal business entities.

On a side note, this idea stemmed from research around other towns similar to Fayetteville where the hybrid cab concept has worked well. I personally have struggled many times to secure a cab, especially in the entertainment district which has been frustrating. Green Cab Company will offer safe, secure and professional rides for our citizens all while doing something better for the environment.

Please don't hesitate to contact me at 479-530-3558 should you have any further questions.

Sincerely,



Sarah Sparks Diebold

Green Cab Company

Secretary/Treasurer

November 15, 2011

Sgt. Jay Harter

Fayetteville Police Department

RE: Green Cab Co – Application for permit

Sgt. Harter,

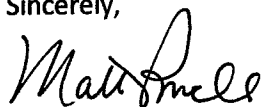
I am writing this letter in regard to the Application for Permit for Green Cab Co., a proposed new business to be headquartered in Fayetteville. My name is Matt Powell and I reside at 2633 Miles View Rd. Fayetteville, AR 72703. My family and I have lived at this residence since March, 2003. I grew up in Fayetteville, moved to Tulsa, OK for college then to California and Texas for work. I have resided in Fayetteville for the past 18 years now.

Since returning to Fayetteville I have had various employment opportunities. I currently work at Covidien Surgical in medical sales. I have worked for this company for approximately 11 years. I left the company in 2003 to start/operate a document imaging company that was based out of Southern Missouri that I later sold to a competitor in January, 2007. Some of my most valuable experiences that I have are running my own company where I managed the sales division and handled all business development relationships.

Green Cab Co is being funded thru a combination of personal assets and an operating loan from Arvest Bank. Clay Reed is the loan officer for the company. I am in good financial standing and have no unpaid judgements against me. Daniel McCormick is my CPA and he would be happy to answer any questions regarding my financial stability. Our mission for the Green Cab Co is to reduce the carbon footprint for Northwest Arkansas by offering a taxi service that is environmentally friendly, clean, technologically advanced, and affordable for consumers. This is a well thought out and researched company and we are confident that it will be a successful addition to Northwest Arkansas' transportation industry by offering a greener alternative to driving.

Feel free to call me any time if you should have any more questions. You can reach me at 479.790.9909.

Sincerely,



Matt Powell

President

Green Cab Company

November 14, 2011

Sgt. Jay Harter  
Fayetteville Police Department

RE: Green Cab Co – Application for Permit

Sgt. Harter,

I am writing in regards to the Application for Permit for Green Cab Co, a new business in Fayetteville. My name is Bradley Collins Audrain residing at 65 N. Fletcher Ave., Fayetteville, AR 72701 and I have lived at this address for approximately 2 years. Prior to this, I was a law student at the U of A, and I lived at 65 N. Greenbriar, Fayetteville 72703 for approximately 4 years. I have lived in Fayetteville since August of 2002, first as a student, and now as a resident.


During my time in Fayetteville, I received my Bachelor of Science degree in Business Administrative Management, a minor in both Real Estate Finance and Psychology and I received my Juris Doctorate from the Leflar Law School in May of 2010. Before changing career paths, I worked at Jones Law Firm, P.L.C. as a law clerk and later as an associate from May of 2007 until April of 2011. I have been current on all local, county, state and federal taxes and have no outstanding judgments against me of any nature. In addition, I have no arrests of any kind on my record.

My projected role in Green Cab Company is to run the daily business operations as well as market our idea to the community in Fayetteville. I commit to adhere to the Fayetteville Code of Ordinances and Title XI Business Regulations for any and all Green Cab Company activity in the future. I am confident that our business plan will help to fill a fill a need and create a partnership with the city of Fayetteville for many years to come.

Not only has this hybrid cab concept thrived in similar cities with large Universities, but also my own personal experiences have shown that there is a need for more cabs in Fayetteville. In 2010, after waiting on a cab for approximately two hours, I was mugged while attempting to walk up Dickson St. trying to get home. While I still believe that Fayetteville is a very safe city and a great place to raise a family, I do think that my situation could easily have been averted with a more reliable cab service located right where my problem occurred.

Please don't hesitate to contact me at (901) 490-9943 should you have any further questions.

Sincerely,

  
Bradley Collins Audrain  
Vice President, Green Cab Company, Inc.