

# CITY OF SAN ANTONIO

OFFICE OF THE CITY ATTORNEY  
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April 8, 2019

**Via Certified Mail, Return Receipt Requested**

Mr. Andre Haddad, CEO  
TURO  
667 Mission Street  
4<sup>th</sup> Floor  
San Francisco, CA 94105

**Re: Demand to Cease and Desist**

Dear Mr. Haddad:

My name is Mark Triesch and I am an Assistant City Attorney for the City of San Antonio, Texas at San Antonio International Airport. I am writing to you because the Airport has become aware that on its website, TURO is promoting rental car availability at San Antonio International Airport.

By email correspondence to your company beginning July 13, 2015 when your company was still operating as RelayRides, the San Antonio International Airport's Concession staff requested that TURO/RelayRides enter into an Off-Airport Rental Car Permit, and provide proof of insurance coverage and a performance guarantee for the permit. Applicable provisions of the City Code of the City of San Antonio prohibit engaging in any business or commercial activity of any nature whatsoever at the Airport except with the approval of City Council or the Director of Aviation, as applicable, and under such terms and conditions as may be set forth in a permit or contract covering such activity.

We have reviewed the website or online platform that TURO maintains at [www.TURO.com](http://www.TURO.com). There are links on the website to San Antonio International Airport or “San Antonio Airport.” When a website user opens the link, there are photos of cars which are available to rent, or for pick-up for vehicle rental, at the Airport. As of March 11, 2019 the website stated that there were “56 cars at SAT—San Antonio International Airport, San Antonio, Texas.”

Beginning in 2015, SAT staff engaged in email correspondence with various representatives of TURO/RelayRides. The response to our request that TURO enter into the permit is that TURO “does not conduct activities at the Airport.” The response also referenced 47 U.S.C. §230, the Communications Decency Act, for the proposition that TURO is not responsible for content posted by vehicle owners on its website.

A review of the website and the Terms of Service posted thereon demonstrates that TURO is doing much more than merely providing a platform for an online marketplace. TURO sells insurance to renters. It provides insurance to vehicle owners, has maintenance standards for vehicle owners, and has the authority to investigate and determine claims for damages to vehicles. TURO collects the gross revenues from each vehicle rental, retains its fees and other charges, and remits the balance to the vehicle owner. All of these activities would apply to vehicles shown as available at the Airport and rented through the TURO website. While the vehicle owner writes and submits a profile page of the vehicle and available locations for renting the vehicle, TURO operates the website, and TURO, not the vehicle owners, posts the links to various locations. If TURO is declining to enter into the Off-Airport Rental Car Operations Permit, then the links on the TURO website to “San Antonio Airport” must be removed.

The City insists that TURO immediately and permanently (i) remove all links to San Antonio Airport and/or San Antonio International Airport from its website and (ii) cease postings of vehicles available for rent and/or pick-up at San Antonio International Airport. In order to continue operating the links on the website and the postings for such vehicles’ availability for customer pick-up and drop-off at the Airport, TURO must enter into an Off-Airport Rental Car Permit and comply with its requirements. Please note that the Off-Airport Rental Car Permit only allows for pick-up and drop-off of customers. It does not permit cars to be parked at the Airport for rental purposes or for conducting rental car transactions. Those types of operations are only allowed through a concession agreement for which the Airport conducts a competitive process.

If we do not receive a favorable response to this letter within 30 days from the date of your receipt of this Demand to Cease and Desist, the City will have no alternative but to take necessary steps to enforce applicable City ordinances, including, but not limited to, issuing citations to vehicle operators at the Airport picking up TURO renters or making cars available to rent at the Airport, and filing appropriate litigation seeking immediate injunctive relief barring your continued operations of the website links to the Airport and to postings of vehicles available for rent at the Airport.

I look forward to your response confirming that TURO will comply with these demands. If you have any questions regarding this issue please feel free to contact me at (210) 207-3558.

This letter is not intended and should not be viewed as a recitation of all the facts pertaining to the issue and any possible claims the City may have. Accordingly, nothing in this letter should be construed as a waiver of any rights by the City, all of which are expressly reserved.

Sincerely,



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