

RESOLUTION NO. 2022-02

RESOLUTION OF THE SARASOTA MANATEE AIRPORT AUTHORITY  
GUIDELINES FOR USE AND RENTAL OF GENERAL AVIATION FACILITIES

**WHEREAS**, the Sarasota Manatee Airport Authority (hereinafter the "Authority"), is a body politic and corporate created by Chapter 2003-309, Laws of Florida, and is the owner and operator of the Sarasota Bradenton International Airport (hereinafter called "Airport"); and

**WHEREAS**, the Authority is authorized and empowered to lease Airport facilities and to fix rates, and collect fees, for the use of any Airport facilities; and

**WHEREAS**, the Authority presently leases land to three fixed base operators (FBO's) parcels of Airport land, on which they provide pilot facilities, fueling, and maintenance services, as well as hangar and tie-down space in accordance with the terms and conditions of their leases and the FBO Minimum Standards for Aeronautical Activities; and

**WHEREAS**, the Authority also owns certain lands, which are not under the FBO leaseholds, on which the Authority has developed general aviation facilities consisting of aircraft hangars leased to individual, non-commercial tenants; and

**WHEREAS**, the Authority desires by this resolution to update and amend certain guidelines regulating Authority-owned aircraft hangar facilities on lands not presently under lease to FBO's as set forth in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED:**

Resolution No. 2018-01 is hereby replaced in its entirety by the following:

1. Term. Hangar tenancies shall be on a month to month basis.
2. Use. Authority owned hangars shall be used for the storage of the tenant's aircraft and its routine maintenance and service. The Authority follows the FAA Policy on the Non-Aeronautical Use of Airport Hangars dated June 15, 2016, which is included in these guidelines by reference. The FAA Policy allows the following uses: 1) storage of active aircraft, 2) final assembly of aircraft under construction, 3) non-commercial construction of amateur-built or kit-built aircraft, 4) maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft and, 5) storage of equipment, workbenches, tools, and materials used in the servicing, maintenance, repair or outfitting of aircraft. Provided the hangar is used primarily for aircraft storage, non-aeronautical items may be stored provided they do not interfere with the aircraft storage.

Beyond the use restrictions contained in the referenced FAA Policy, the Authority applies these additional use restrictions: 1) no maintenance or servicing of aircraft by non-FBO third parties for compensation shall be permitted within the leased premises, 2) only individual, non-commercial Tenants may lease Authority-owned hangars; however, non-FBO commercial aviation Tenants may lease units in Hangars J-7 and J-8 only, to store their commercial aviation use aircraft, but those aircraft must be operated from a FBO ramp when in commercial use.

3. Maintenance. General maintenance of hangar structures shall be performed by the Authority at the Authority's expense. Tenants shall be held responsible for any costs incurred by the Authority for maintenance resulting from the tenant's negligence or abuse of said premises.

4. Rental Rates. The Authority shall periodically review rental rates charged for hangar units and adjust as necessary within its Budget Resolution effective October 1 of each year.

5. T-Hangar Waiting Lists. The Authority shall maintain waiting lists of interested parties wanting to lease T-Hangers from the Authority. Management shall have discretion to reject any applicant who has previously demonstrated a disregard for compliance with the Airport's Rules and Regulations. A fee shall be assessed for each name added to the waiting list. The Authority shall periodically review the fee assessed and may adjust the fee as it deems necessary.

6. Assignments and Subletting. Tenants shall not assign or sublet their spaces or hangars without the prior written consent of the Authority.

7. Co-Tenancy. Co-tenancy of T-Hangars may be permitted, provided that each co-tenant signs a rental agreement with the Authority and is named as an "additionally insured" on each insurance policy required by the agreement. The co-tenant's aircraft may be hangared for a cumulative period not to exceed six (6) months in any twelve (12) month period. The co-tenant Lessee, aircraft owner, aircraft registered entity, and named insured on each insurance policy shall all be under the same entity name. Co-tenancy of T-Hangars shall be limited to one co-tenant per 12-month period. Co-tenancy leases shall be assessed a one-time fee at the commencement of each co-tenancy. The Authority shall periodically review the fee assessed and may adjust the fee as it deems necessary.

8. Insurance. Tenants shall carry at their expense Aircraft Liability Insurance including Premises coverage during the term of their lease, with terms and company satisfactory to Authority, for limits of not less than \$1,000,000 per occurrence for Bodily Injury or Property Damage Liability. The Authority, its officers, agents, and employees shall be named as additional insured. As to any policy to be carried by tenants, said policy shall provide that the Authority and the tenant shall be given a minimum of 30 days written notice by the insurance company prior to cancellation, non-renewal or material change in such insurance. The tenant shall provide the Authority with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.

9. Indemnification. Tenant shall agree to indemnify and hold harmless the Authority and its agents from and against any and all loss, damage, claim, demand, liability, or expense by reason of any damage or injury to persons (including loss of life) or property which may arise or be claimed to have arisen as a result of or in connection with, or in any way related to the tenant's ownership, maintenance, and use of tenant's aircraft or the tenant's occupancy or use of the premises, whether or not occurring or resulting in damage or injury within the premises. This obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made. This indemnification shall survive the termination of the lease agreement for any event occurring during this lease term. This indemnification shall not extend to the liability of the Authority for their own negligent acts arising out of the tenant's ownership, maintenance and use of tenant's aircraft or the tenant's occupancy or use of the premises.

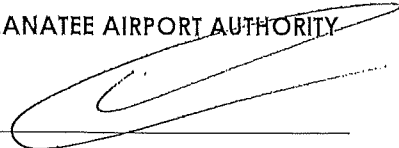
10. Non-application to FBO's. This resolution shall neither apply to nor regulate the development, use, or rentals for those general aviation facilities on Airport-owned lands which are presently under lease to FBO's.

11. Supplemental Regulation. This resolution shall be supplemental to other Airport rules and regulations relating to general aviation.

12. Severability. The provisions of this resolution are severable, and if any of its provisions shall be held invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

SARASOTA MANATEE AIRPORT AUTHORITY

Signature: \_\_\_\_\_



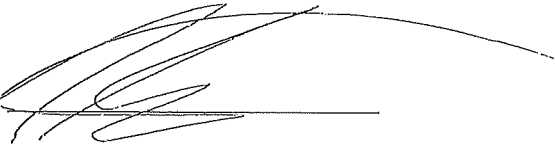
Name: Carlos Beruff

Title: SMAA Chairman

Date: August 29, 2022

**ATTEST:**

Signature: \_\_\_\_\_



Name: Jesse Bifer

Title: SMAA Secretary

Date: August 29, 2022

