

ANNUAL OPERATING PERMIT
SARASOTA BRADENTON INTERNATIONAL AIRPORT

Sarasota Manatee Airport Authority, hereinafter referred to as "Authority," by its execution hereof, hereby permits the following entity, hereinafter referred to as "Permittee" to conduct commercial activities at Sarasota Bradenton International Airport, hereinafter referred to as "the Airport," for the specific purpose or purposes defined herein under the terms, covenants, and conditions stated herein ("hereinafter referred to as the "Permit").

Permittee Name & Prime Contact.

Company: _____
Name & Title: _____
Address: _____
Telephone: _____
Mobile: _____
E-Mail: _____

24 Hours Emergency Contacts.

Name & Title: _____
Address: _____
Telephone: _____
Mobile: _____
E-Mail: _____

Name & Title: _____
Address: _____
Telephone: _____
Mobile: _____
E-Mail: _____

Account Payables Contact.

Name & Title: _____
Address: _____
Telephone: _____
Mobile: _____
E-Mail: _____

Insurance Manager Contact.

Name & Title: _____
Address: _____
Telephone: _____
Mobile: _____
E-Mail: _____

1. Permitted Activity.

The Permittee is specifically authorized to perform only those Activities identified on Exhibit A, for those Customers of the Permittee identified on Exhibit A, which Exhibit is attached hereto and made part hereof. The Permittee is not authorized to perform any other activity for any other individual or entity at the Airport without the prior written approval of the Authority. The Permittee is also not authorized to perform any activity not listed on Exhibit A for any Customers listed on Exhibit A without the prior written approval of the Authority.

The Permittee shall promptly notify the Authority of its desire to perform any additional activities or to perform any permitted Activity for any new Customers. The Permittee shall file a permit application with the Authority for each new activity it wishes to perform or new Customer it wishes to serve. The Permittee shall not perform any additional activity or perform any approved Activity for any additional Customers without the prior written approval of the Authority. Permittee shall notify Authority in writing in advance on Permittee's letterhead, accompanied by a letter from Permittee's Customer on the Customer's letterhead, that shall provide the details of a contractual agreement between Customer and the Permittee, and set forth the length of the contract and the specific activities to be performed. The Permittee shall provide the Authority with copies of any Customer contract requested by the Authority.

Attached hereto as Exhibit A is Permittee's approved list of Customers for whom the Permittee is solely authorized to provide the specific Activities listed thereon. Additional activities or additional Customers, if any, may only be authorized by a new Permit or prior written Amendment to this Permit.

2. Non- Exclusive Rights.

Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed by Permittee that all rights granted by Authority to Permittee by this Permit are all non-exclusive.

3. Term of Permit.

The rights granted by Authority to Permitted by this Permit shall be effective beginning January 1, 2024, ("Effective Date") and shall expire on September 30, 2024 ("Expiration Date"). This Term of this Permit may not be extended beyond the Expiration Date for any reason.

4. Early Termination.

Either party hereto shall have the right to terminate this Permit with or without cause prior to the date it is to expire by issuing the other party thirty (30) days advance written notice of its intention to terminate the Permit. In the event of a safety or security violation, which violation is determined solely by the Authority, the Authority reserves for itself the right to immediately terminate this Permit without advance written notice to Permittee.

5. Airport Access Fee.

In consideration for the privilege to conduct a commercial aeronautical activity at the Airport, Permittee shall submit on or before the Effective Date of this Permit an Annual Access Fee to Authority in the amount of Twelve Hundred Dollars (\$1,200.00), which Fee shall contribute in part to the Authority's cost to administer this Permit. All Commercial Permits are issued by the Authority on a Calendar Year basis. If the Term of this Permit is less than a full calendar year, the Annual Access Fee will be prorated. In no event shall the Access Fee for any prorated period be less than Five Hundred Dollars (\$500.00).

The Authority shall have the right to adjust the Annual Airport Access Fee set forth in this Permit at such times, and in such amounts corresponding to any adjustment made by the Authority to other similar Permits. Any adjustments to the Annual Airport Access Fee shall be effective on the date specified by the Authority, which date shall be at least thirty (30) days after general publication, or notice to Permittee, of

such adjustment. If the Permittee refuses or fails to comply with any such adjustment to the Annual Airport Access Fee, and the refusal or failure continues thereafter for thirty (30) days, the Authority shall have the right to immediately terminate this Permit.

6. Payment of Access Fees.

The Permittee shall pay to the Authority the Annual Access Fee on or before the Effective Date of this Permit. All payments due hereunder shall be delivered or remitted without demand, set-off or deduction to the following address or such other address as Authority may direct in writing from time to time:

Properties Department
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Drive, Third Floor
Sarasota, Florida 34243

7. Taxes, Licenses and Expenses.

The Permittee shall be responsible for all applicable taxes, license, and expenses in connection with this Permit and as required by law in the normal course of business. Permittee, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized agency relating to the Permittee's Permitted Activities conducted at the Airport and in connection with this Permit with the Authority. The Authority may enforce the payment of any fee or assessment due to the Authority from Permittee by any means provided herein any by law.

8. Sums Paid by Authority.

If Authority has paid any sum or sums or has incurred any obligation or expense which Permittee has agreed to pay or reimburse Authority for, or if Authority is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect, or refusal of Permittee to perform or fulfill any of the terms, covenants, or conditions of this Permit, then the same shall be deemed additional charges due hereunder by Permittee and Permittee shall reimburse Authority therefor promptly on demand.

9. Insurance Requirements.

Permittee's Insurance. The insurance coverage and limits required by the Permittee herein are designed to meet the minimum requirements of the Authority. They are not designed as a recommended insurance program for any Permittee. Permittee is responsible for insuring its real and personal property located at the Airport. The Permittee, alone, shall be responsible for the sufficiency of its own insurance program. Should Permittee have any question concerning its exposures to loss, or the possible insurance coverages needed therefor, it should seek professional advice.

Permittee shall secure and maintain uninterrupted throughout the Term of this Permit at its sole cost and expense the types and amounts of insurance described hereinbelow, or as may be required from time to time by the Authority throughout the Term of this Permit. All such insurance shall be issued by insurers which are eligible to do business in the State of Florida. In addition, all such insurers shall have evidence of financial integrity and responsibility reasonably acceptable to the Authority.

Commercial Automobile Liability Insurance. Automobile liability insurance coverage for "any" automobiles, owned automobiles, non-owned automobiles, leased, rented, hired automobiles, tugs, trucks, tractors, and all other self-powered vehicles operated by Permittee, its subcontractors or employees shall be required acquire and maintain the following minimum amount of coverage:

Commercial Automobile Liability - \$5,000,000 Aggregate and per Occurrence

Commercial General Liability Insurance. General Liability insurance coverage including, but not limited to,

Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury coverage, as applicable, shall be acquired and maintained in the following minimum amount of coverage:

Commercial General Liability - \$5,000,000 Aggregate and per Occurrence

Workers Compensation Insurance. Workers' compensation and employer's liability insurance as required by the laws of the State of Florida; provided, however, that Permittee may self-insure its workers compensation liability, if in compliance with Florida law, as applicable, shall be acquired and maintained in the following minimum amount of coverage:

Workers Compensation and Employer's Liability - Amounts Required by Law.

Requirements Subject to Revision. Except to the extent the Authority, in its sole discretion, otherwise agrees to the contrary, each Permittee shall provide, pay for, and maintain the types and amounts of insurance described herein, or as may be updated or modified in the Authority Policies and Procedures. All such insurance shall be issued by insurers which are eligible to do business in the State of Florida or, if permitted by applicable law, otherwise approved by the Authority. In addition, all such insurers shall have and maintain evidence of financial integrity and responsibility reasonably acceptable to the Authority.

Endorsed Additional Insured Certificates. The insurance coverage and limits required shall be evidenced by properly executed certificates of insurance. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate and will show all deductibles or self-insurance retentions. The Permittee liability/commercial general liability primary and excess coverage insurance policies shall be endorsed to name the Authority, members of its governing body, and their officers, employees, and volunteers as Additional Insureds. In addition, certified, true, and exact copies of all insurance policies shall be made available to the Authority at Permittee's headquarters, at the Authority's cost, on a timely basis, if requested by the Authority.

Primary Coverage Required. All required insurance coverage of each Permittee shall be primary to any insurance or self-insurance program of the Authority. In addition, any insurance, or self-insurance maintained by the Authority shall be more than, and shall not contribute to, the insurance provided by Permittee.

Acceptance by Authority. The acceptance of delivery to the Authority of any certificate of insurance evidencing the insurance coverages and limits required does not constitute approval or acceptance by the Authority that the insurance requirements herein have been met.

Subject to Barred Operations. No Permittee may conduct operations at the Airport unless and until the required certificates of insurance are in effect and approved by the Authority.

Permittee's Program of Insurance. The insurance coverage and limits required of Permittee are designed to meet the minimum requirements of the Authority. They are not designed as a recommended insurance program for any Permittee. Each Permittee is responsible for insuring its real and personal property located at the Airport. Each Permittee, alone, shall be responsible for the sufficiency of its own insurance program. Should Permittee have any question concerning its exposures to loss, or the possible insurance coverages needed therefor, it should seek professional advice.

Notice of Change in Coverage. Permittee shall give, or cause its insurance representative to give, the Authority thirty (30) days prior written notice, seven (7) days in the case of war risk, by registered or certified mail of any cancellation, intent not to renew, or material reduction in any policy's coverage instigated by such Permittee and prompt notice of any such event instigated by an insurance company.

Renewal Certificates. Renewal Certificates of Insurance must be provided to the Authority as soon as practical but in every instance prior to expiration of current coverages. Should at any time Permittee not, in the opinion of the Authority, provide or maintain the insurance coverage required, the Authority may

terminate or suspend operation of such Permittee's Permitted Activities at the Airport.

10. Waiver of Subrogation.

Permittee agrees to a Waiver of Subrogation for each policy required to be maintained or maintained by Permittee pursuant to or in connection with this Agreement. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Permittee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage should Permittee enter into such an agreement on a pre-loss basis.

11. Indemnification.

Indemnification of Authority. Permittee shall, as a condition of operating at the Airport, protect, defend, reimburse, indemnify and hold each of the Authority, its respective agents, employees, board members and elected officers (hereinafter collectively referred to as "Authority Indemnitee") free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including actually incurred reasonable attorney's fees and appellate cost) and causes of action of every kind and character, whether or not meritorious, including but not limited to, claims or damages relating to any damage to property (including but not limited to, any environmental damage) personal injury, or bodily injury (including death) incurred or sustained by any person or organization (including, but not limited to, by an Authority Indemnitee) against or incurred by any Authority Indemnitee and arising out of, or incident to, or in connection with, (i) such Permittee's use, operation, maintenance or occupancy of the Permittee Premises or other facility and location previously designated and approved by the Authority for Permittee's use, operation, maintenance or occupancy; or (ii) the conduct of such Permittee's Permitted Activities at the Airport, including the use or access by such Permittee's officers, employees, agents, guests, and visitors, or (iii) the performance, non-performance or purported performance of such Permittee under any agreement approved by the Authority; or (iv) any breach by such Permittee of the terms of any agreement between the Authority and the Permittee; provided, however, nothing contained in this Section shall require indemnification by Permittee of an Authority Indemnitee from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of the Authority Indemnitee or the negligence or willful misconduct of any third party not contractually related to Permittee or not acting on behalf of Permittee.

Notice and Defense of Claims. Upon the filing by anyone of a claim with the Authority for damages arising out of incidents for which Permittee must indemnify and hold the Authority or another Authority Indemnitee harmless, the Authority shall promptly notify such Permittee of such claim and, in the event that such Permittee does not settle or compromise such claim, then such Permittee shall undertake the legal defense of such claim both on behalf of such Permittee and on behalf of each involved Authority Indemnitee. It is specifically agreed, however, that in the event of any conflict between an Authority Indemnitee, including the Authority, and the indemnifying Permittee, an Authority Indemnitee may, at its option, provide its own legal defense and such Permittee will promptly reimburse any such Authority Indemnitee for the reasonable cost, including attorney's fees, incurred by or on behalf of the Authority Indemnitee in the legal defense of such claim.

No Voluntary Waiver of immunity. The obligation of Permittee to indemnify an Authority Indemnitee is not intended to waive any sovereign immunity otherwise applicable to an Authority Indemnitee.

Consideration, Survival of Indemnity and Additional Remedy. Permittee's indemnity obligation shall survive the termination of this Permit and Permittee's use of the Airport and the insurance requirements of this Article shall not relieve Permittee of, or otherwise limit, Permittee's obligation to indemnify an Authority Indemnitee as set forth in this Article.

12. No Recourse.

No recourse under or upon any obligation, covenant or Permit contained in this Permit, or any other Permit or document pertaining to the operations of Permittee hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Permit, shall be had against any member (including, without limitation, members of Authority's Board and members of the County of Sarasota, Florida and the County of Manatee, Florida), officer, employee, or agent, as such, past, present and future, of Authority, the County of Sarasota, Florida and the County of Manatee, Florida, either directly or through Authority or otherwise, for any claim arising out of this Permit or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority.

Any and all personal liability of every name, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Permit or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Permit.

13. Airport Security and Badging Requirements.

The Permittee acknowledges that the execution of this Permit by the Authority does not guarantee that all or any of Permittee's employees will be issued security badges required to access certain Airport property. Permittee acknowledges that Permittee and its employees must comply with all security and badging requirements at the Authority, as such exist from time to time.

14. Federal Safety and Security Requirements.

The Permittee shall comply with all applicable regulations of the Transportation Security Administration relating to Airport security and shall prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

Authority reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

Permittee expressly agrees on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Airport in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

Permittee agrees to require any lights in the Airport to be constructed, focused, or arranged in a manner that it will prevent them from casting their beams in an upward direction to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.

Permittee expressly agrees on behalf of itself and its successors and assigns, to prevent any use of the Airport which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

Permittee agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

Permittee agrees that it will not discriminate against any business owner because of the owner's race, color,

religion, sex, national origin, age, disability, or marital status in connection with the award or performance of any concession Permit covered by 49 CFR, Part 23, Subpart F.

Permittee further agrees to include the above statements in any subsequent complementary commercial agreement that it enters and to cause those businesses to similarly include the statements in further Permits.

15. Minimum Standards for Aeronautical Activities

Permittee covenants and agrees to observe and comply at all times with the Minimum Standards for Aeronautical Activities at the Sarasota Bradenton International Airport, as may be amended from time to time, and as posted on the Authority's website, www.flysrq.com, under the "Airport Operations" section, including but not limited to the Aircraft, Vehicles, and Equipment, Personnel, Employee Conduct and Training, Licensing and Certification, Regulatory Compliance, Insurance, Safety and Security requirements for each of Permittee's Permitted Activities conducted by Permittee, its officers, employees, contractors, agents, and representatives.

16. Airport Operating Rules and Regulations.

Permittee covenants and agrees to observe and comply at all times with the Rules and Regulations for the Sarasota Bradenton International Airport, as may be amended from time to time, and as posted on the Authority's website, www.flysrq.com, under the "Airport Operations" section, and with all other reasonable rules and regulations of Authority which now exist or may hereafter be promulgated from time-to-time governing conduct on and operations at the Airport and the use of the land and improvements thereon. Permittee further covenants and agrees to observe and comply with all valid and applicable requirements of all duly constituted public authorities and with all federal, state, and local statutes, ordinances, and regulations applicable to Permittee or the Airport.

Permittee agrees to pay or reimburse Authority for any fines which may be assessed against Authority because of the violation by Permittee of any applicable security rule or regulation at the Airport, which payment shall be made by Permittee within fifteen (15) days from receipt of Authority's invoice for such amount and documentation showing that payment of such fine is Permittee's responsibility hereunder.

15. Environmental Definitions.

As used herein, the following terms shall have the meanings hereinafter set forth:

"Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order, or requirement relating to industrial hygiene, environmental conditions, or Hazardous Materials, whether now in effect or hereafter adopted.

"Hazardous Materials" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

"Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. Sections 9601, et seq.) ("CERCLA"), or pursuant to Chapters 376 and 403, Florida Statutes; any "hazardous waste" listed pursuant to Section 403.72, Florida Statutes, or any waste which conforms to the criteria for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority's rules and regulations.

"Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or

disposing into or on any property.

16. Environmental Hazardous Materials.

Permittee agrees that neither it nor its officers, agents, employees, contractors, subcontractors, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport; provided that Permittee may use such substances as are customarily used in aviation so long as such use is in strict compliance with all applicable Environmental Laws and the Authority's rules and regulations.

17. Environmental Indemnity.

Permittee shall indemnify, defend and hold harmless the Authority and the City from and against any and all loss, damage, cost or expense (including attorney's fees) arising during or after the term of this Permit as a result of or arising from (i) a breach by Permittee of its obligations contained in subparagraph Q(2) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Permittee, its officers, agents, employees, contractors, subcontractors, licensees or invitees.

18. Environmental Audits and Investigations.

Upon reasonable notice to Permittee, the Authority may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of Permittee's operations to determine whether Permittee has breached its obligations required above. Permittee shall pay all costs associated with said investigation if such investigation discloses any such breach by Permittee.

19. Default by Permittee.

In the event that Permittee shall fail to remit any payment due to Authority, or shall fail to submit any financial report required to be submitted in connection therewith, within five (5) days after the same shall become due, or in the event that Permittee or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Permit and such violation continues or reoccurs after Authority has given written notice thereof to Permittee, the Authority shall have the right to declare the entire balance of the consideration due to Authority under Paragraph 3 of this Permit due and payable forthwith; or Authority may elect to terminate this Permit. In addition, Authority shall have all other rights or remedies available to it under the applicable laws of the State of Florida by reason of any such default.

20. Waiver of Damages.

Permittee hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or on the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority or its officers, agents or employees.

21. Attorney and Legal Fees.

In the event that Authority elects to engage the services of an attorney to collect any sums due hereunder from Permittee, or in the event the Authority is the prevailing party in any action to enforce any provision of this Permit or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, Permittee shall reimburse Authority for all reasonable costs, attorneys' fees and all other actual expenses incurred by the Authority in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.

22. Authority Rights Reserved.

Authority reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Permittee for loss of business or damages of any nature whatsoever to Permittee occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the Authority or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by Permittee and all others as Authority may deem advisable.

Permittee covenants and agrees that this Permit shall be subject and subordinate to the provisions of any existing or future Permit between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. If the Federal Aviation Administration or its successors shall require any modifications to this Permit as a condition precedent to the granting of such federal funds, Permittee shall promptly consent in writing to such modifications.

23. Warrants by Permittee.

Permittee represents and warrants to Authority that, to the best of its knowledge, except as may be disclosed in an Addendum hereto, no member, officer, employee, or agent of Authority has any material interest, either directly or indirectly, in the business of Permittee to be conducted hereunder.

24. Permittee Property.

All property belonging to or brought onto the Airport by Permittee or any of its officers, employees, agents, representatives, invitees, or licensees shall be at the sole risk of Permittee.

25. Discrimination Prohibited.

Permittee, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits to: or be otherwise subject to discrimination in the use of the Airport under the provisions of this Permit; and (b) that Permittee shall use the Airport in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Likewise, Permittee shall comply with laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, disability, or marital status. Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and Permittee agrees that it will adopt any such requirement as a part of this Permit.

If Permittee shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, provided that Permittee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Permit. The right granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

Further, Permittee assures Authority that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended.

Permittee assures Authority that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted in connection with its operations under this Permit. Permittee also assures Authority that it will require any contractors to provide assurances to the same effect and ensure that such assurances are included in subcontracts at all tiers which are entered into in connection with Permittee's operations under this Permit.

26. No Assignment of Permit.

Permittee shall not assign this Permit or any of the rights granted to it hereunder without the prior express written consent of Authority in each instance, which may be granted or withheld in the Authority's sole discretion.

27. Notices and Communications.

Any notice permitted or required to be given to Permittee hereunder shall be in writing and delivered either by electronic mail or by hand to the Permittee, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the address contained in Paragraph I of this Permit or such other address as Permittee may, by written notice, direct from time to time. Any notice permitted or required to be given to Authority hereunder shall be in writing and delivered either by U.S. Mail, electronic mail, or by hand to the Office of the President and Chief Executive Officer, Sarasota Manatee Airport Authority, Sarasota Bradenton International Authority, provided Permittee obtains a written acknowledgment of receipt therefor from the Authority, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

To Authority:

President & Chief Executive Officer
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle, Third Floor
Sarasota, Florida 34243

To Permittee:

28. Public Entity Crimes.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$35,000 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

29. Jurisdiction and Venue.

This Permit shall be governed by and construed in accordance with the laws of the State of Florida. It is agreed that if any covenant, condition, or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained. Permittee hereby consents to the jurisdiction of the courts of the State of Florida and of the Federal District Court of Florida with respect to any action instituted by the Authority and arising

against Permittee under this Permit, and waives any objection which Permittee may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Permittee. Permittee further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Permittee under this Permit.

30. Paragraphs and Headings.

The paragraph headings contained in this Permit are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provision hereof.

31. Entire Permit Agreement.

This Permit constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged with herein. This Permit may be altered or amended only by written instrument executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed the day and year first above written.

**SARASOTA MANATEE
AIRPORT AUTHORITY**

A body politic and corporate existing under the laws of the State of Florida

**Approved as to
Form and Legal Sufficiency:**

Signature

Name

Title

Date

**Approved as to
Terms and Conditions:**

Signature

Name

Title

Date

PERMITTEE

Signed, sealed, and delivered in the presence of two witnesses

Witnesses for Permittee:

Signature

Name

Title

Date

Authorized Officer:

Signature

Name

Title

Date

EXHIBIT A
PERMITTED ACTIVITIES

Name of Permittee: _____

PERMITTED ACTIVITIES	CUSTOMERS

PERMITTEE

**SARASOTA MANATEE
AIRPORT AUTHORITY**

Signature

Name

Title

Date

Signature

Name

Title

Date