



**SARASOTA
BRADENTON
INTERNATIONAL
AIRPORT**

SARASOTA MANATEE AIRPORT AUTHORITY

MINIMUM STANDARDS

FOR

AERONAUTICAL ACTIVITIES

SARASOTA BRADENTON INTERNATIONAL AIRPORT

January 29, 2024

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MINIMUM STANDARDS
FOR
AERONAUTICAL ACTIVITIES
AT
SARASOTA BRADENTON INTERNATIONAL AIRPORT

WHEREAS the Sarasota Manatee Airport Authority, an independent Special District of the State of Florida, hereinafter referred to as "Authority" owns and operates the Sarasota Bradenton International Airport, hereinafter referred to as "Airport"; and

WHEREAS the Authority desires to establish and maintain minimum standards and requirements for Aeronautical Activities at the Airport to protect the public's health, safety, and security, to discourage unqualified applicants, and to protect the aviation user and the public from unsafe, unlicensed, or irresponsible operators; and

WHEREAS the Authority, in recognition of the statutory prohibition against granting an exclusive right to conduct Aeronautical Activities on the Airport imposed by Section 308 of the Federal Airport Act and in compliance with obligations contained in certain agreements between the Authority and the United States of America relative to the expenditure of federal funds for the development and operation of the Airport, desires that all such Aeronautical Activity be conducted on the Airport in a fair and equitable manner:

NOW THEREFORE, the Authority does hereby resolve that Aeronautical Activities at the Airport shall hereafter be rendered by and engaged in by duly qualified operators so determined by the hereinafter established Minimum Standards which are hereby adopted as the "Minimum Standards for Aeronautical Activities at Sarasota Bradenton International Airport", also referred to herein as the "Minimum Standards". as follows:

ARTICLE 1
POLICY STATEMENT

The Authority shall provide a fair and reasonable opportunity, without unlawful discrimination, to all Applicants to qualify, or otherwise compete, for available Airport facilities and the furnishing of selected Aeronautical Activities subject to the Minimum Standards established by Authority and set forth herein. The Authority reserves the right to revise these Minimum Standards from time-to-time. The Authority likewise reserves the right to revise any Minimum Standards requirement(s) as it determines in its reasonable discretion to best ensure the orderly, safe, secure, and efficient operation of the Airport.

These Minimum Standards set forth the minimum requirements to be met by any General Aviation Operator seeking to perform or conduct Aeronautical Activities at the Airport ("Operator"). These Minimum Standards shall not apply to scheduled air carriers or scheduled air taxi Operators. The Authority's goal in adopting these Minimum Standards is to protect the level and quality of Aeronautical Activities offered to the public, and to encourage the development of quality Aeronautical Activities and facilities at the Airport. In all cases where the words "Standards" or "requirements" appear herein, it shall be understood that they are modified by the word "Minimum." All Operators will be encouraged to exceed the minimums. Unless provided for herein or within an Agreement, no Person shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not comply with these Minimum Standards, unless an exemption or variance has been approved by the Authority consistent with the General Rules as set forth in the Rules and Regulations for Sarasota Bradenton International Airport ("Airport"). Any Person currently engaging in Aeronautical Activities without an Agreement shall have six (6) months from the date of adoption of these Minimum Standards to comply with them. These Minimum Standards do not apply to Part 121 scheduled air carrier or scheduled air taxi Operators.

Prior to starting any operation(s), a potential Operator must apply in writing to the Authority to conduct Aeronautical Activities at the Airport, hereinafter an "Application", and enter into a written Agreement with the Authority or an FBO. The purpose of the Application will be to verify the Operators qualifications to

conduct Aeronautical Activities at the Airport and the Agreement will recite the terms, covenants, and conditions under which the Aeronautical Activities may be conducted on the Airport, including, but not limited to, the term of the Agreement, rentals, fees and charges, and the rights and obligations of each party.

The Authority reserves the right to designate from time-to-time specific areas where individual Aeronautical Activities or a combination of Aeronautical Activities may be conducted, and to determine whether there is sufficient, appropriate, or adequate Land, Improvements, and other resources to meet the Minimum Standards established herein. This determination shall consider the nature and extent of the proposed Aeronautical Activity and the Land, Improvements, and resources available for such purposes, consistent with the current Airport Master Plan, Airport Rules and Regulations, and the orderly, safe, secure, and efficient operation of the Airport.

Upon adoption of these Minimum Standards, all previous Minimum Standards adopted by the Authority are hereby repealed.

ARTICLE 2 **EXCLUSIVE RIGHTS**

Entering into a written Agreement with the Authority and granting rights or privileges to perform Aeronautical Activities at the Airport (“Aeronautical Activities”) shall not be construed in any manner as granting any Operator an Exclusive Right, other than the exclusive use of the Land and/or Improvements that may be leased by the Authority to an Operator and then only to the extent provided in an Agreement in accordance with the Airport Sponsor Grant Assurances required by the Federal Aviation Administration (“FAA”), the Florida Department of Transportation (“FDOT”) and/or any other federal and/or state government agency as a condition to receiving federal and/or state funding.

The opportunity to engage in Aeronautical Activities shall be made available only to those entities willing and able to comply with these Minimum Standards, and as Land and Improvements may be available at the Airport to support such Aeronautical Activities provided such use is consistent with the current and planned uses of Land and Improvements at the Airport and is deemed to be in the best interests of the Authority, as determined by the Authority in its sole discretion. The presence of only one Operator engaged in a particular Aeronautical Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the Authority not to enter or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced Operators.

The Authority reserves the right in its sole discretion to grant others certain rights and privileges at the Airport which are identical in whole or part to those granted to Operators. The Authority does covenant and agree that:

- All Minimum Standards of Aeronautical Activities conducted at Airport shall be enforced.
- Following the date of official adoption of these Minimum Standards for Aeronautical Activities, new Aeronautical Activity will NOT be permitted or allowed to be conducted at the Airport under terms and conditions more favorable than those set forth in these Minimum Standards.
- No Aeronautical Activity will be permitted or allowed at Airport without a written Agreement with Authority, or other written agreement approved by the Authority.

ARTICLE 3 **PURPOSE OF MINIMUM STANDARDS**

The purpose of these Minimum Standards is to provide and promote: (a) consistent high quality, safe and efficient Aeronautical Activities at the Airport; (b) the orderly development of Land and high-quality Improvements at the Airport; (c) the safety, security, and efficient operation of the Airport, (d) the economic health of Operators at the Airport, (e) the self-sustaining economic sufficiency of the Airport; and (f) to protect the level and quality of Aeronautical Activities offered to the public.

These Minimum Standards specified herein must be complied with by any Operator desiring to engage in Aeronautical Activities at the Airport. Throughout these Minimum Standards, the word "requirements" shall be understood to be preceded by the word "Minimum Standards" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable standard or requirement, or regarding compliance with such standard or requirement, shall be determined solely by the Authority. Unless provided for herein or in an Agreement with the Authority that precedes these Minimum Standards, no Person shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not fully comply with these Minimum Standards.

ARTICLE 4 **PRIOR MINIMUM STANDARDS**

The Minimum Standards for Aeronautical Activities, dated September 25, 2023, is hereby amended, and restated to conform with these Minimum Standards. However, these Minimum Standards shall not apply to any Agreement or amendment thereto properly executed prior to the date of adoption of these Minimum Standards except as provided for in such Agreement, in which case, these Minimum Standards shall apply to the extent required or permitted by such Agreement.

If an existing Operator desires, under the terms of an existing Agreement, to engage in additional Aeronautical Activities, the existing Operator shall comply fully with these Minimum Standards without any exception for all Aeronautical Activities conducted by the Operator.

These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards nor prohibit the Authority from entering or enforcing an Agreement or an amendment thereto that requires an Operator to exceed these Minimum Standards, unless specifically set forth in said Agreement.

If these Minimum Standards are amended after an Operator enters into an Agreement with the Authority, the Operator shall not be required to comply with the amended Minimum Standards, except as required by Operator's existing Agreement with the Authority or until such time as a) Operator's existing Agreement is amended, b) the Authority approves an assignment of Operator's Agreement to another Person, or c) Operator enters into a new Agreement with the Authority. If after the date of adoption of these Minimum Standards, an Operator with nonconforming Land or Improvements is required to conform to these Minimum Standards, the Operator shall be obligated at its sole cost to reconfigure by the assembly, reassembly, addition, or deletion of Land and/or Improvements to conform to these Minimum Standards. Similarly, if, after the date of adoption of these Minimum Standards, an Operator's Land or Improvements are expanded or altered, or its use is changed or intensified, said Land and Improvements shall only be expanded, altered, or its use changed to the extent required to conform to these Minimum Standards.

While these Minimum Standards do not apply directly to subtenants, since they are not in privity with the Authority, Operators are required to ensure through their sublease Agreements that any Aeronautical Activity conducted by their subtenants are carried out in a manner that fully comply with these Minimum Standards and does not frustrate the purposes of these Minimum Standards.

ARTICLE 5 **EXISTING OPERATORS**

Existing Scope of Aeronautical Activities – Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement with the Authority may engage in the Aeronautical Activities permitted under the Agreement provided the Operator is in full compliance with all the terms and conditions of the existing Agreement and all applicable legal and operational requirements.

Revised Scope of Aeronautical Activities – Prior to engaging in any new Aeronautical Activity at the Airport not permitted under an existing Agreement with the Authority or attempting to modify or expand the scope of Aeronautical Activities permitted under an existing Agreement with the Authority, Operator shall

apply to and obtain an amended to the existing Agreement or obtain a new Agreement with the Authority to secure the right to conduct any new Aeronautical Activity.

ARTICLE 6 **AIRPORT RULES AND REGULATIONS**

These Minimum Standards incorporate in their entirety the Rules and Regulations for the Sarasota Bradenton International Airport, dated May 20, 2019, attached as Addendum No. III, as may be amended from time-to-time in writing by the Authority (“Airport Rules and Regulations” or “Rules and Regulations”). The Rules shall always be complied with by all Operators, subtenants, and users of the Airport.

ARTICLE 7 **SEVERABILITY OF MINIMUM STANDARDS**

The Articles of these Minimum Standards 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 Articles.

ARTICLE 8 **STANDARD DEFINITIONS**

As used in these Minimum Standards, the following terms shall have the meanings set out below, unless the context clearly requires otherwise:

- **Aeronautical Activities** - Any commercial aeronautical activity, other than FAA Part 212 regularly scheduled air carrier services and FAA Part 135 nonscheduled air carrier services, which involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations, which shall include, but is not limited to, aeronautical activities commonly conducted at Airports such as Fixed Base Operations, Aircraft Maintenance and Repair, Avionics Maintenance and Repair, Aircraft Storage, Aircraft Management, On Demand Aircraft Charter, Flight Training and Aircraft Rental, Aircraft Sales, Aircraft Assembly, Non-For-Profit Flying Clubs, and Specialized Services including aerial tours, aerial photography, and aerial surveying can appropriately be regarded as an “Aeronautical Activity.” An activity is considered an Aeronautical Activity if it conducts any aspect of a business, concession, operation on the Airport, or provides goods or services to any individual for compensation or hire on the Airport, including exchange of goods and services, whether such objectives are accomplished, and regardless of whether the business is nonprofit, charitable, or tax-exempt. Aeronautical Activities conducted by a governmental entity shall be deemed noncommercial and shall also be subject to review and approval by the Authority as provided herein.
- **Agreement** - A written contract, lease, license, use, permit, or other form of authorization, executed by the Authority and Operator, whereby the Authority authorizes an Operator to conduct a specific Aeronautical Activity at the Airport.
- **Aircraft** - Aircraft means a device that is used or intended to be used for flight in the air.
- **Aircraft Assembly Operator** - The assembly, sale, maintenance, repair and/or delivery of Aircraft, Aircraft components, instruments, parts, and equipment listed by the International Civil Aviation Organization originally manufactured on the Airport or elsewhere.
- **Aircraft Hangar** - A building or structure designed to hold Aircraft, Airplanes, or Airships.
- **Aircraft Maintenance and Repair Operator (MRO)** – An Operator providing one or a combination of airframe, power plant and accessory repair on Aircraft up to and including business jet Aircraft, helicopters, and blimps. This category shall also include the non-exclusive sale of Aircraft parts and accessories.

- **Aircraft Management and Charter Operator** – An Operator engaged in the business of managing Aircraft owned by others including, but not limited to Aircraft storage, Aircraft ground handling, and scheduling Aircraft maintenance including fueling, detailing, and on-board services. Operators may also engage in an On Demand Aircraft Charter, or in the private carriage of passengers or property, as defined in 14 CFR Part 125.
- **Aircraft Rental Operator** – An Operator engaged in the rental and/or lease of Aircraft to the public.
- **Aircraft Sales Operator** – An Aircraft Sales Operator is a Person engaged in the sale of new and/or used Aircraft through franchises or licensed dealerships or distributorships, on a rental or wholesale basis, for an Aircraft manufacturer; and provides such manufacturer parts, goods, and services necessary to meet any guarantee or warranty on the Aircraft sold.
- **Aircraft Self-Fueling Operator** – An Operator with a written Agreement with the Authority that grants the right to self-dispense aviation fuels and oils in their owned Aircraft, Aircraft where the Operator is vested with greater than a fifty percent (50%) ownership, or Aircraft registered by a Person majority owned by the Operator, using its own employees and equipment from their privately owned Aircraft Hangar.
- **Aircraft Storage Operator** - An Operator with a written Agreement with the Authority that grants the right to construct and maintain its own Aircraft Hangar on its own Leased Premises for the storage of its owned Aircraft, Aircraft where the Operator is vested with greater than a fifty percent (50%) ownership, or Aircraft registered by a Person majority owned by the Operator, which are not used for commercial Aeronautical Activities at the Airport. Ownership of the leasehold, Aircraft Hangar and Aircraft shall be identical, or the owners shall be related. The Aircraft Hangar owner and Aircraft owner are deemed to be “related” to the Operator if the owner of the Aircraft Hangar and Aircraft is vested with greater than a fifty percent (50%) ownership, either legal or equitable, in the Operator. An Aircraft under lease by the Operator from a third party for use by the Operator for a minimum of twelve (12) months is deemed “owned” by the Operator.
- **Air Operations Area (AOA)** – An area used or intended to be used for Landing, takeoff, or surface maneuvering of Aircraft including all Airport Lands adjacent thereto and enclosed by the perimeter security fence.
- **Airplane** - an engine-driven fixed-wing Aircraft heavier than air, that is supported in flight by the dynamic reaction of the air against its wings.
- **Airport** – The Sarasota Bradenton International Airport (SRQ), located in the City of Sarasota, Sarasota County and Manatee County, Florida, including any real property, the fee simple title to which is vested in the Authority.
- **Airport Master Plan** – Document charting the proposed evolution of the Airport to meet future needs, as approved by the Federal Aviation Administration, and as amended from time to time.
- **Airship** - means an engine-driven lighter-than-air Aircraft that can be steered.
- **Applicant** – An individual or entity seeking to enter into an Agreement with the Authority to establish, perform or operate an Aeronautical Activity at the Airport or to sublease to a Person to operate an Aeronautical Activity at the Airport.
- **Assembly Made Aircraft** – An Aircraft assembled by an Operator at the Airport with components, instruments, parts, and equipment originally manufactured on the Airport or elsewhere.
- **Authority** - The Sarasota Manatee Airport Authority, a special district created by the Legislature of the State of Florida, pursuant to Chapter 2003-309, Laws of Florida as amended, which owns and operates

the Airport. The term shall also mean the President, Chief Executive Officer, or his/her designated representative when the context permits.

- **Avionics Maintenance and Repair Operator** – An Operator engaged in the sales, maintenance, repair, or alteration of one or more of the items described in 14 CFR Part 43, Appendix A, including but not limited to Aircraft radios, electrical systems, and flight instruments for Aircraft other than those owned, leased, and/or operated by or under the full and exclusive control of the Operator.
- **Best's** – Best's Rating, insurance industry standard measure of insurance financial performance prepared by A.M. Best Company.
- **Convicted Vendor List** – List required to be kept by the State of Florida Department of Management Services of entities under Florida Statute 287.133, Public Entity Crime; denial or revocation of the right to transact business with public entities.
- **Co-Op Fueling** - Fueling or otherwise servicing multiple Aircraft owned by different entities based in the same Aircraft hangar or Leased Premises. Co-Op fueling is not recognized as self-fueling by the FAA and will not be allowed at the Airport. To be afforded self-fueling rights, all Aircraft must demonstrate the same ownership structure as the Aircraft Hangar.
- **FAA** – The Federal Aviation Administration of the United States of America, its successors, and assigns.
- **FAR** – The Federal Aviation Regulations.
- **Fixed Base Operator (FBO)** – An Operator engaged in providing multiple Aeronautical Activities including the sale and dispensing of aviation fuels and lubricants to the public, Aircraft Storage, Aircraft Maintenance and Repair, and other Aeronautical Activities required in Article 13 of these Minimum Standards.
- **Flight Training and Aircraft Rental Operator** – An Operator engaged in providing Aircraft flight training, and the rental of Aircraft to the public for Aircraft flight training and instruction, in fixed or rotary wing Aircraft, and who provides such related ground school instruction as is required before taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved.
- **Improvements**. Improvements shall include any building, betterment, facility, structure, or equipment built, constructed, installed, or placed upon the Airport.
- **Land** – Land shall mean the surface or immediate subsurface of the Airport real property suitable for development of Improvements for the use and benefit of Operators as required herein.
- **Leased Premises** – Leased Premises shall mean the Land and Improvements described in a lease executed by the Authority and an Operator, and available for use by that Operator in performing, operating, or engaging in Aeronautical Activities.
- **Minimum Standards** – The requirements established by Authority as the Minimum Standard requirements for any Person that must be met as a condition precedent to the right to conduct an Aeronautical Activity on the Airport (also referred to herein as the "Minimum Standards").
- **NFPA** – The National Fire Protection Association.
- **Not-for-Profit Flying Club** – An Operator that is a nonprofit entity organized for the express purpose of providing its members with an Aircraft or several Aircraft for their personal use and enjoyment only.
- **On Demand Aircraft Charter** – An Operator engaged in On Demand Aircraft Charter, as defined in 14 CFR Part 135, or in the private carriage of passengers or property, as defined in 14 CFR Part 125.

- **Operator** – A Person with an Agreement with the Authority and performing, operating, or engaging in an Aeronautical Activity at the Airport.
- **Person** – A Person who enters into an Agreement with the Authority including all individuals, firms, companies, associations, joint ventures, partnerships, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.
- **President, Chief Executive Officer** – The principal representative of the Authority with powers and duties to direct all administrative, operational, financial, and other matters at the Airport; to supervise the Aeronautical Activities at the Airport and be responsible for the operation, management, and maintenance of the Airport and all facilities and equipment in connection therewith and to enforce the provisions of these Minimum Standards. Such other employees of the Authority, as the President, Chief Executive Officer from time to time may designate, to carry out the duties of the President, Chief Executive Officer.
- **Private Hangar Owners** - An Operator permitted by its Agreement to construct and maintain its own hangar on its own Leased Premises for the storage of its own Aircraft which is not used for Aeronautical Activities at the Airport. Ownership of the leasehold, hangar and Aircraft are identical, or the owners are related. The hangar owner and Aircraft owner are deemed to be “related” to the Operator if the owner of the hangar and Aircraft have, directly or indirectly, a major equity ownership in the Operator. An Aircraft under lease by the Operator from a third party for use by the Operator for a minimum of twelve (12) months is deemed “owned” by the Operator. Subject to compliance with Article 16, fueling and service of the Aircraft stored on the Leased Premises is also permitted but only if it is provided by the Operator or by a party related to the Operator, i.e., no Co-Op fueling, and servicing is permitted.
- **Rules and Regulations** – The Rules and Regulations for Sarasota Bradenton International Airport, as amended from time to time by the Authority.
- **Self Service Fueling Facility**- A fueling facility that is operated by an Operator, not by an attendant. If the pump is made available to the public, it becomes a commercial Aeronautical Activity and does not constitute self-fueling.
- **Specialized Aviation Service Operator (SASO)** – An Operator conducting a single specialized Aeronautical Activity at the Airport. SASO Operators typically offer only a single specialized aeronautical service such as On Demand Aircraft Charter, Aircraft Flight Training and Rental, Aircraft Sales, Aircraft Maintenance and Repair, Avionics Maintenance and Repair, ambulance service, sightseeing flights, aerial photography, Aircraft detailing, in-flight catering, vendors of pilot supplies, and/or other Aeronautical Activity specifically excluded from Parts 121 and 135 of the Federal Aviation Regulations.
- **Terminal Aircraft Parking Apron** – A defined paved area at the Airport commercial airline passenger terminal building for the loading and unloading of passengers and light cargo, Aircraft fueling, Aircraft parking, Aircraft cabin service, and Aircraft inline maintenance as required.
- **Transient Operator**. Any Person not leasing or subleasing Land and/or Improvements at the Airport, as required by these Minimum Standards, that conduct temporary or occasional Aeronautical Activities at the Airport, are required to obtain an Agreement or a Permit with the Authority and comply with the General Requirements of these Minimum Standards. For purposes of this definition, temporary or occasional Aeronautical Activities may include, but not be limited to, On Demand Aircraft Charter, Flight Training and Aircraft Rental, Aircraft Maintenance and Repair, Aviation Maintenance and Repair, upholstery, detailing, sightseeing, aerial photography, or other Aeronautical Activity.

Note: In addition to the Definitions provided herein, these Minimum Standards incorporate, by reference the defined words and acronyms identified in Section 1, Definitions, of the Rules and Regulations and are capitalized whenever used in these Minimum Standards. In the event of a conflict in a Definition provided herein and a Definition provided in the Airport Rules and Regulations, the Definition provided herein shall prevail. Those Words or acronyms that are not defined, identified, or capitalized shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

ARTICLE 9 **GENERAL MINIMUM REQUIREMENTS**

Any Person desiring to conduct Aeronautical Activities on the Airport shall meet or exceed the general minimum standard requirements (“General Requirements”) of this Article as well as the Minimum Standards applicable to each Aeronautical Activity, as set forth herein.

Application Required. Any Person wishing to conduct an Aeronautical Activity at the Airport shall file an Application to Conduct Aeronautical Activities, hereinafter “Application”, attached to these Minimum Standards as Addendum No. I, with the Authority in a form and manner approved by the Authority and obtain an Agreement or a Permit approved by the Authority as set forth in these Minimum Standards. The Application is required to be completed in its entirety and submitted to the Authority for consideration by the Authority prior to engaging in any Aeronautical Activity at the Airport. Applicant shall submit all the information requested by the Authority in the Application, or in addition thereto, and shall thereafter submit any additional information, data, and/or documentation that may be requested by the Authority to evaluate the Application and facilitate a complete and proper analysis of the proposed Aeronautical Activity.

No Application will be considered complete that does not provide the Authority with the information, data, and/or documentation requested by the Authority to enable the Authority to make a meaningful assessment of Applicant’s desired Aeronautical Activities and determine whether the Applicant’s desired Aeronautical Activities will comply with all applicable with the Airport Layout Plan and all applicable legal requirements. Following review of the Application by the Authority and subject to the Applicant complying with all requirements thereto, an Agreement may be issued by the Authority. The Authority reserves the right to approve or not approve any Application for any Aeronautical Activity as it determines in its reasonable discretion to be in the best interest of the public.

Agreement or Permit Required. A written Agreement or Permit properly executed by the Applicant and Authority, or by the Applicant and an existing FBO, that is approved by the Authority, is a prerequisite for an Applicant to commence any Aeronautical Activity at the Airport. Upon approval of an Application as submitted or modified by the Authority, if the Agreement is with the Authority, the Authority shall prepare a Term Sheet, as attached as Addendum No. II or equivalent in detail, acceptable to both parties that outlines the terms, covenants, and conditions of a final Agreement. If the parties agree on a Term Sheet, the Authority shall cause to be prepared an Agreement between the Applicant and the Authority. In all cases, the Authority or FBO shall cause to be prepared an Agreement between the Applicant and the Authority or FBO. All Agreements shall contain the following provisions, among others:

- Provisions for strict compliance with these Minimum Standards.
- Term provision.
- Reasonable rental rate and/or Authority use fee to be paid to Authority.
- Rent or fee escalation provision.
- Provision for security deposit, performance bond or other form of performance guarantee to be posted by Operator, along with construction and payment bonds, if applicable.
- Release, Indemnity and Hold Harmless provisions.

- Provisions providing that any Improvements to be built, constructed, or placed upon the Airport shall conform to all safety regulations of all agencies with jurisdiction, including but not limited to the State of Florida, the Counties of Sarasota and Manatee, and the City of Sarasota, and shall conform with the requirements of current building codes and fire regulations of said jurisdictions, including but not limited to all required permits, licenses, and fees.
- Provisions that any Improvements built, constructed, or placed upon the Airport shall require a construction bond and once construction is commenced, will be diligently pursued to completion.
- Covenants specifically agreeing to comply with environmental and natural resources laws and regulations.
- Provisions that the Agreement is subordinate to any existing or future Agreement between Authority and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to expenditure of Federal funds for the development of Airport properties.
- Provision prohibiting sublease or assignment of any Agreement without prior notification and approval by the Authority.
- Provisions required by the FAA or other governing agency or entity.

In lieu of or in addition to an Agreement, the Authority may issue a Permit. A Permit issued by the Authority will remain valid for one (1) year or such other period as indicated in the Permit if the Operator meets the following requirements:

- The information submitted by the Operator is and remains current. The Operator shall notify the Authority in writing within fifteen (15) calendar days of any change to the information submitted by the Operator.
- The Operator remains in full compliance with the terms and conditions of the Permit and all applicable legal requirements.

A Permit issued by the Authority may not be assigned or transferred and shall be limited solely to the approved Aeronautical Activity identified in the Permit. Where applicable, a Permit issued by the Authority shall be incorporated by reference in any Agreement between the Authority to the same Operator and subject to "cross default". The breach of any portion of a Permit issued by the Authority, including the Application incorporated by reference thereto, shall be deemed a material breach of any Agreement with the same Operator, subject to termination of the Permit and the Agreement. A default by an Operator shall result in the immediate cancelation of all Airport security badges, vehicle decals, and all other forms of controlled Airport access privileges.

Transient Operators. Transient Operators shall be required to obtain an Agreement or a Permit from the Authority and comply with the Minimum Standards set forth in this Section, including but not limited to the following:

- **Licenses and Certifications.** Transient Operators shall be properly licensed and certificated by the FAA and hold the appropriate type ratings and medical certifications required for the Aircraft being operated and the work being performed, including the ability to perform inspections, examinations and issue certifications typically conducted as part of the Aeronautical Activities being conducted. Transient Operators shall provide a copy of their active licenses and certifications to the Authority and to any customer upon request.
- **Registered Aircraft.** Transient Operators shall provide and maintain with the Authority a registered list of all Aircraft used by the Operator to conduct temporary or occasional Aeronautical Activities.

- Locations of Aeronautical Activities. Transient Operator Aeronautical Activities may only be conducted at a facility and location previously designated and approved by the Authority for the Aeronautical Activity to be conducted or at such facility or location designated and approved in advance in writing from time-to-time by the Authority. Each location shall meet all applicable legal and operational requirements for the type of Aeronautical Activities conducted.
- Required Insurance. Transient Operators conducting Aeronautical Activities at the Airport shall disclose the amount and variety of insurance coverage provided to its customers, when the insurance applies to the customer, where the customer may obtain additional information regarding the insurance provided and provide a copy of the applicable certificate of said insurance to the Authority and to any customer upon request.
- Airport Rules and Regulations. Transient Operators shall conduct all Aeronautical Activities in accordance with the Airport Rules and Regulations, and all applicable FAA Regulations, NFPA code, Department of Environmental Protection rules and regulations, the Authority's Standard Operating Procedures, and the rules and regulation of any agency with jurisdiction over the Aeronautical Activities conducted.

Based Aircraft owners, FBOs, and MROs with an active Agreement with the Authority, may request a Transient Operator to conduct Aeronautical Activities for their Aircraft or customers, respectively. However, a Transient Operator shall not be permitted to solicit business at the Airport for any reason.

Airport Security Badges. All Operators, their officers, managers, and employees working at the Airport shall be required to display a valid Airport Security Badge issued by the Authority.

Aircraft Hangars. All Aircraft Hangars on the Airport shall be subject to the following restrictions:

- Aircraft Hangars shall be equipped to provide appropriate and sufficient vehicles, tools, and equipment, including tugs with sufficient power and braking action to handle any Aircraft stored in the facility.
- Aircraft Hangars shall be equipped with sufficient Aircraft tow bars to provide for the movement of all Aircraft using the facility.
- Hazardous Material storage shall not be permitted to be stored in Aircraft Hangars unless specifically authorized in writing by the Authority.
- Aircraft Hangars shall not be used for Aeronautical Activities that impede the movement of Aircraft, storage of inventory unrelated to Aircraft Storage, or as a base of operations for a non-aeronautical business other than Aircraft Storage.
- Aircraft Hangars shall not be used for the storage of vehicles, marine vessels, non-aeronautical equipment, crates, boxes, barrels, containers, surplus property, and refuse.
- No vehicles shall be permitted to access Aircraft Hangars unless specifically authorized in writing by the Authority, which shall require the display of an active vehicle decal issued by the Authority.
- Aircraft Hangars may only be used for Operator's approved Aeronautical Activities or Aircraft registered in the name of the Operator.

Prohibited Activities. Any Aeronautical Activity described in these Minimum Standards conducted at the Airport without an Agreement or Permit with the Authority granting the right to conduct the Aeronautical Activity proposed to be conducted, including any Aeronautical Activities conducted by on-airport Operators, Transient Operator, sub-tenants, and all other Persons without an Agreement or Permit with the Authority

is strictly prohibited. The use of Aircraft for the purpose of banner towing and crop dusting is not permitted at the Airport under any condition.

Compliance and Enforcement. All Operators shall comply with all applicable federal, state, and local laws, Airport Rules and Regulations, these Minimum Standards for Aeronautical Activities, the Airport Master Plan, and all orders and directives of the Authority's management and staff that apply to the Aeronautical Activities conducted, which may individually or collectively be amended from time to time by the Authority. In addition, all Operators shall maintain in effect and post in a prominent public place in a facility on their Leased Premises all licenses, certifications, and permits required by law.

In the event an Operator fails to comply with these Minimum Standards, the Authority shall send a written statement of violation to such Person at their last known address. Unless otherwise provided in the Operator's an Agreement with the Authority, the Operator shall have ten (10) calendar days within which to (a) provide a written statement to the Authority explaining why the violation occurred and to advise the Authority that the violation has been corrected or (b) when and how the violation will be corrected. The Authority, in its sole discretion, has the right to immediately suspend the Operator's Aeronautical Activities and/or revoke the Operator's privileges at the Airport, as the Authority deems it necessary to correct the violation and prevent further violations. The Operator shall pay all costs incurred by the Authority to cure a violation required to be cured by the Operator, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs. Prior violations may warrant denial of future Permit applications by the Authority.

ARTICLE 10 **APPLICATION PROCESS**

Application Form. All Persons seeking to perform an Aeronautical Activity at the Airport shall obtain a copy of these Minimum Standards, as may be amended, and shall file an Application to the Authority. All Applications shall be executed under penalty of perjury by an officer, director, manager, or other properly authorized official. The Application shall set forth in detail the following:

- Name and address of the Applicant.
- Name and address of classes of membership of the Applicant, if applicable.
- Copies of all licenses and certifications required to conduct the proposed Aeronautical Activity.
- Tax identification number.
- Copy of the Applicant's IRS Non-Profit Determination Letter, if applicable.
- Proposed Land use, facility and/or location for the Aeronautical Activity proposed.
- Names and qualifications of personnel involved in conducting the proposed Aeronautical Activity.
- Financial capability of the Applicant.
- Technical capability of the Applicant to perform the proposed Aeronautical Activity.
- List of Aircraft, vehicles, facilities, and equipment to be furnished by the Applicant in connection with the Aeronautical Activity proposed.
- Proposed date of commencement of the Aeronautical Activity.
- Proposed term of an Agreement with the Authority.

- Specifications of proposed Improvements.
- Estimated cost of proposed Improvements.
- Method of financing construction or acquisition of proposed Improvements.

Application Review. Once a complete written Application is received by the Authority, it shall be reviewed by the Authority for compliance with these Minimum Standards. The determination of what is considered a complete Application will be as follows:

- **Complete Application.** If the Authority determines that the Application is complete, the Authority shall commence negotiations with the Applicant to execute an appropriate written Agreement.
- **Incomplete Application.** If the Authority determines that an Application is incomplete or further information is required, the Authority shall return the Application to the Applicant and notify the Applicant in writing of the reason(s) the Application was incomplete.

Action on Application. If the Authority determines that an Application is complete, the Authority shall approve, approve with conditions, or deny the application. The following are some examples of circumstances that may warrant the denial of the application:

- An Applicant, for any reason, does not meet the qualifications, standards, and requirements established by these Minimum Standards, or is not prepared to meet the same within a reasonable time as established by the Authority but not exceeding one year.
- An Applicant's proposed Aeronautical Activity or construction will create a safety hazard on the Airport.
- An Applicant's proposed Aeronautical Activity will result in a financial loss for the Authority.
- An Applicant's proposed Aeronautical Activity will cause the Authority to spend funds or supply labor or materials in connection therewith.
- No appropriate, adequate, or available Land or facilities exist at the Airport to accommodate an Applicant's proposed Aeronautical Activity on the date of Application or within a reasonable time thereafter.
- Airport development or construction required for the proposed Aeronautical Activity does not comply with the Airport Master Plan or conflicts with the Airport Rules and Regulations, federal, state, or local rules and regulations.
- Development or use of the Land area requested by an Applicant will result in Aircraft or building congestion or will unduly interfere with the Aeronautical Activities of an existing Operator on the Airport or might restrict Aircraft access to other existing Operators on the Airport.
- An Applicant either intentionally or unintentionally falsified information on an application or supporting documents or omitted relevant information.
- An Applicant failed to make full disclosure on an application.
- An Applicant has a record of violating the Airport Rules and Regulations, the rules, and regulations of another Airport, FARs, FAA standards, FDOT aviation regulations, or any other rules and regulations applicable to the Authority.
- An Applicant has defaulted in the performance of any Agreement with Authority, Manatee County, City of Sarasota, or Sarasota County, or other Airport in the United States.

- Based on current financial and background information, an Applicant does not, in the sole opinion of the Authority, exhibit adequate financial responsibility or technical capability to undertake the proposed Aeronautical Activity.
- An Applicant is unable to provide a performance bond or other security in an amount required by the Authority to insure performance of its obligations under its proposed Aeronautical Activity or ensure completion of any associated construction.
- An Applicant has been convicted of any felony or misdemeanor involving moral turpitude or has been convicted of a public entity crime as defined in Section 287.133 Fla. Statutes and placed on the Convicted Vendor List.

Public Hearing. Once an Application is approved and a Term Sheet is executed by the Authority and the Applicant, and a proposed Agreement or Permit is executed by the Applicant acceptable to the Authority, the Authority will decide based upon these Minimum Standards, Airport Rules and Regulations, Federal, State, and local law, policies, and guidelines, if a public hearing is required.

- **No Hearing Required.** If the proposed Aeronautical Activity does not require a hearing, the Authority will draft and execute the proper Agreement authorizing the Applicant to perform the proposed Aeronautical Activity in accordance with these Minimum Standards.
- **Hearing Required.** If it is determined that the proposed Aeronautical Activity requires a hearing, the hearing shall be governed as follows:
 - The Application and proposed Agreement will be placed on the agenda of a future regularly scheduled board meeting of the Authority. An Application and an Agreement must be executed before being placed on a Board agenda.
 - All Operators currently providing Aeronautical Activities as those proposed by the Applicant will be notified of the Application and advised of the date, time, and place of the scheduled board meeting where the Application and proposed Agreement will be considered.
 - The Authority will determine whether the Applicant meets these Minimum Standards as herein established, and whether the Agreement should be approved, modified, or rejected.
- **Continuing Obligations.** Successful Applicants who execute an Agreement with the Authority and are approved by the Authority shall be required to comply with the following.
 - **Informational Update.** Promptly advise the Authority of any changes to the information provided in the Application, Permit and/or Agreement.
 - **Compliance with Other Regulations.** Abide by and comply with all federal, state, and local Laws, ordinances, regulations, and the Rules and Regulations of the Authority.

Technical Experience Required. Operator shall, in the judgment of the Authority, based on the Application submitted by the Applicant, demonstrate before and throughout the term of an Agreement the capability to consistently conduct its Aeronautical Activities at the Airport in a safe, secure, efficient, courteous, prompt, and professional manner to the benefit of the public with the degree of professional care and level of skill exercised by qualified and experienced Operators conducting similar Aeronautical Activities at comparable Airports.

Financial Capability Required. Any Applicant desiring to conduct an Aeronautical Activity at the Airport shall demonstrate the financial strength and technical capability to pay all rents, fees, and charges owed to the Authority; developing and maintaining the required Land and Improvements, procuring, and maintaining

the required vehicles, tools, equipment, and/or Aircraft, and employing the required personnel to engage in the proposed Aeronautical Activity.

All Applicants shall provide the Authority with credible evidence regarding their financial and technical financial ability to perform the proposed Aeronautical Activity before and at any time during the term of any Agreement. Credible evidence shall consist of, but not necessarily be limited to, financial statements certified by an officer of Applicant as to its correctness, licenses, permits, and/or certificates required by law and applicable to Applicant's business, references and any other information indicating Applicant's ability to perform the proposed Aeronautical Activity at the Airport.

Bankruptcy. In the event of insolvency, voluntary or involuntary bankruptcy of an Operator which is not promptly discharged, or an arrangement for creditors is made, the Authority shall have the remedies provided in the Authority's Agreement with the Operator and as available by law.

Agreement or Permit Required. No individual or entity shall engage in any Aeronautical Activity at the Airport without first applying to the Authority and obtaining an Agreement or a Permit with the Authority, or having a sublease approved by the Authority, authorizing such Aeronautical Activity (collectively an "Agreement"). An Agreement or Permit with the Authority shall not replace, reduce, or otherwise limit in any way an Operator's obligations to comply with these Minimum Standards. Individuals and entities not based at the Airport that desire to conduct temporary or occasional Aeronautical Activities at the Airport, are also required to file an application, and obtain an Agreement or Permit with the Authority prior to conducting any Aeronautical Activity.

Adequate Leased Premises. An Operator shall lease or sublease adequate Land and Improvements to conduct each of the Operator's Aeronautical Activities, as required by these Minimum Standards. All required Improvements including, but not limited to, Aircraft apron, Aircraft tiedowns, buildings, facilities, vehicle parking, and fuel storage and dispensing shall be located on contiguous Land. Specialized Aviation Service Operators (SASOs) are encouraged to be sublessees from an FBO. however, if suitable Land or Improvements are not available or cannot be secured from an FBO, a SASOs may: (a) lease Land and/or facilities from the Authority, if such Land and/or facilities are available, or (b) sublease Land or Improvements from another SASO.

Approval of Construction. The construction or installation of any Improvements, or alteration of Improvements must be approved in advance by the Authority and all applicable federal, state, and local agencies having jurisdiction. Each Operator shall apply for a Tenant Construction Permit ("TCP Application") to the Authority for review and consideration in accordance with the requirements set forth in these Minimum Standards. A copy of the TCP Application is attached to these Minimum Standards as Addendum No. IV.

Aircraft Apron and Tiedowns. Aircraft apron shall be no less than one hundred percent (100%) of the square footage of the Aircraft Hangar size and able to accommodate the movement of Aircraft safely and effectively in and out of the Aircraft Hangar and provide for the efficient staging of Aircraft. In addition, Aircraft apron shall be:

- Contiguous and separated by no more than a taxi lane that allows the Operator to taxi or tow Aircraft without traversing an active runway, taxiway, or public roadway.
- Of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest Aircraft reasonably expected to utilize the Operator's Leased Premises.
- Able to accommodate the Operator's Aircraft fleet.
- Located to provide unimpeded movement of Aircraft in and out of Operator's Aircraft Hangars and all other facilities and to and from the nearest taxi lanes or taxiways.

If Operator utilizes an Aircraft Hangar for storing customer Aircraft, Operator shall provide a reasonable number of paved Aircraft tiedowns to effectively accommodate the demand for tiedowns. If Operator does not handle or store customer Aircraft, Aircraft tiedowns are not required.

Vehicle Parking. Paved vehicle parking shall be sufficient to meet local code requirements and accommodate all vehicles and equipment expected to utilize the Operator’s Leased Premises each day. In addition, the following requirements shall be met:

- Leased Premises that require public access shall have direct Landside access.
- Paved vehicle parking shall be near the Operator’s primary facility on the Operator’s Leased Premises.
- On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Aircraft Hangars. Aircraft Hangars identified throughout these Minimum Standards shall meet the following minimum requirements, unless otherwise stipulated in these Minimum Standards for the specific Aeronautical Activity conducted.

Leased Premises	Square Feet	Notes
Land	43,560	
Administrative and Maintenance Area	1,000	Shall include dedicated employee work areas, shop areas, and storage for parts and equipment.
Aircraft Hangar	10,000	
Aircraft Hangar Apron	10,000	
Aircraft Hangar Doors	20 by 80	Linear height by width

Licensing and Regulatory Compliance. Prior to engaging in any Aeronautical Activity at the Airport, and throughout the term of any Agreement with the Authority, each Operator shall obtain and maintain all necessary licenses and certificates required by the FAA and all other agencies having jurisdiction over the Operator’s Aeronautical Activity. In addition, each Operator and their on-site managers and employees shall obtain and comply with all necessary licenses, permits, certifications, and/or ratings required to conduct Operator’s Aeronautical Activities at the Airport, including:

- Each Operator shall keep in effect and post in a prominent place, readily visible and accessible to the public, copies of all licenses, permits, certifications, or ratings that are required for each chosen Aeronautical Activity.
- Upon request, each Operator shall provide copies of such licenses, permits, certifications, and/or ratings upon request to the Authority within 48 hours.

All Operators shall comply with all federal, state, and local laws, the Airport Master Plan, the Airport Rules and Regulations, and these Minimum Standards for Aeronautical Activities, which may be amended from time to time by the Authority, that apply to their business, including the Rules and Regulations promulgated by the Authority and all other agencies having jurisdiction. All Operators shall keep in effect and post in a prominent place on their Leased Premises all necessary and/or required licenses, certifications, and/or permits required to conduct the Operator’s Aeronautical Activities.

Personnel. An Operator shall provide, at their own expense, sufficient employees to effectively and efficiently conduct their Aeronautical Activity approved by Agreement issued by the Authority. All Operator shall employ and designate a qualified, experienced, and professional on-site manager who shall be responsible for the day-to-day management of Operator’s Aeronautical Activities, including the following:

- The designated on-site manager shall have experience managing similar Aeronautical Activities, as determined by the Authority.
- The Operator shall give due consideration to notification from the Authority of dissatisfaction with the designated on-site manager's performance and shall take all reasonable action to eliminate the cause of such dissatisfaction.

During Operator's hours of operation, a qualified, experienced, and professional on-site supervisor(s) shall be readily available and authorized to represent and act on Operator's behalf with respect to Operator's Aeronautical Activities. It shall be the responsibility of Operator to maintain close supervision over Operator's employees to ensure all Aeronautical Activities are consistently provided in a safe, secure, efficient, courteous, prompt, high quality, and professional manner.

Operators shall have in its employ, on duty, and be immediately available during hours of operation, properly trained and qualified employees in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's Aeronautical Activities.

Employee Conduct and Training. Operators shall control and be responsible for the conduct, demeanor, and appearance of their employees, who shall be trained by Operators and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of Operators to maintain close supervision over their employees to assure a high standard of service to Operator's customers.

Aircraft, Vehicles and Equipment. The Aircraft, vehicles, and equipment required by these Minimum Standards must be fully operational, in compliance with all applicable federal, state, and local law, and capable of enabling the Operator to conduct its Aeronautical Activities in a safe and efficient manner consistent with their intended use. Aircraft, vehicles, and equipment may be unavailable on a temporary basis, as reasonably required for routine or emergency maintenance and repair provided that:

- Appropriate measures are being taken to return the Aircraft, vehicles, and equipment safely back into service as soon as possible.
- Fully operational back-up Aircraft, vehicle, and equipment are available within a reasonable time to conduct the Operator's Aeronautical Activities.

Safety and Security. Operators shall designate a responsible individual for the coordination of all communications, safety and security procedures and provide point-of-contact information to the Authority, including the name of the primary and secondary contacts. One of the contacts must be available by telephone on a 24-hour basis. Operators shall develop and maintain a security plan for their Leased Premises and the Aeronautical Activities conducted that complies with the following:

- The Operator's security plan shall be submitted to the Authority for review no later than thirty (30) calendar days before the Operator is scheduled to commence Aeronautical Activities at the Airport and shall resubmitted their security plan to the Authority after any revision.
- Upon request, Operators that are required to comply with a Transportation Security Administration (TSA) security program must demonstrate written compliance to the Authority including providing the Authority, within 24 hours, copies of all relevant and applicable TSA required documentation.
- Operators must comply with applicable reporting requirements as established by the Authority, FAA, TSA, and all agencies having jurisdiction.
- Operators shall develop and maintain a safety plan for Operator's Leased Premises and Aeronautical Activities that complies with the Rules and Regulations for the Airport.

- Operators, their officers, managers, and employees working at the Airport shall always display a valid Airport Security Badge issued by the Authority.

Hours of Operation. The hours of operations that are to be provided to the public and the contact information for after-hours of operation shall be clearly posted in public view using appropriate and professional signage. Unless otherwise stated in these Minimum Standards, Operator's Aeronautical Activities shall be continuously offered and available to meet reasonable demand of customers for a minimum of eight (8) hours per day during normal business hours Monday through Friday, excluding holidays or as otherwise specified in the Operator's Agreement with the Authority. Unless otherwise stated in these Minimum Standards, Operator's Aeronautical Activities shall be available to the public at all other times on-call and after-hours, with response time not to exceed one (1) hour. Operators shall provide good, prompt, and efficient Aeronautical Activities on a fair, reasonable, and non-discriminatory basis to all users of the Airport adequate to meet all reasonable demands for its Aeronautical Activities at the Airport.

Product, Service, and Pricing. The Operator shall furnish good, prompt, and efficient service on a fair, reasonable, and non-discriminatory basis to all users of the Airport adequate to meet all reasonable demands for its Aeronautical Activities at the Airport. Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the class of Airport user or the volume purchased. In the event of a complaint and upon request by the Authority or any customer, Operator shall provide a schedule of product, service, and facility pricing within 24 hours. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts or rebates for volume purchases, or other similar types of price reductions offered by Operator.

Non-Discrimination. Operator shall (1) provide its Aeronautical Activities at a reasonable, and not unjustly discriminatory basis to all Airport users and (2) not charge unjustly discriminatory prices for any product, service, or facility. Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the class of Airport user or the volume purchased. In the event of a complaint and upon request by the Authority or any customer, Operator shall provide a schedule of product, service, and facility pricing within 24 hours. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts or rebates for volume purchases, or other similar types of price reductions offered by Operator.

Taxes and Expenses. Operator shall meet all expenses and payments in connection with their Agreement with Authority, including licenses, taxes, or permits required by law in the normal course of business. Operator shall, 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 Operator's Aeronautical Activities conducted at the Airport and in connection with its Agreement with the Authority. Operators may, however, at their sole expense and cost, contest any tax, fee, or assessment. The Authority may enforce the payment of any rent, fee, or other charge due to the Authority from an Operator by any means provided by law.

Vendors and Suppliers. Operators shall have the right to choose, at their sole discretion, their vendors, and suppliers, operating in compliance with these Minimum Standards.

On-Airport Signage. Operators may not advertise or place signage on the Airport or the Operator's Leased Premises unless specifically granted said rights in their Agreement with the Authority.

ARTICLE 11 **GENERAL INSURANCE REQUIREMENTS**

Overview of Insurance. All Operators shall procure, pay for, and maintain with insurance carriers rated A or better by Best's, insurance of the types and in the minimum limits established by the Authority, for the type of Aeronautical Activity in which the Operator will be engaged. If more than one Aeronautical Activity is proposed or conducted, minimum limits may be cumulative. Because of the many variables and combinations, insurance requirements will be reviewed and revised on an individual basis at the time of an Applicant's Application, during Agreement negotiations, and throughout the term of the Agreement.

All insurance shall be acquired and maintained with responsible companies approved by the Authority and authorized to do business in the State of Florida. All liability insurance policies shall provide a severability of interest provision. Required insurance coverage and limits shall be evidenced by properly executed certificates of insurance. Each certificate shall be an original, signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof attached. All insurance policies shall be primary coverage performable in Sarasota and Manatee Counties, Florida, and shall be construed in accordance with the laws of the State of Florida.

Insurance coverage and limits required herein are designed to meet uniform requirements of the Authority. They are not designed as a recommended insurance program for the Applicant or Operator. Applicant and Operators alone shall be responsible for the sufficiency of his insurance program. In the event the Authority determines that the insurance limits herein are inadequate, the Authority may modify said limits. If the insurance limits are modified, Applicant or Operator shall have thirty (30) days after receipt of written notice from the Authority to modify its insurance limits to meet the new requirements.

If any liability insurance required herein is issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (tail coverage) shall be unlimited. Required coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with these Minimum Standards. Submissions required by this Article shall be delivered to:

Properties Department
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle, Third Floor
Sarasota, Florida 34243-2105

The value and types of insurance shall conform in all cases to the following minimum requirements set forth in these Minimum Standards with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable.

Certificates of Insurance. Certificate of Insurance must be filed with and approved by the Authority prior to any Aeronautical Activity being conducted by the Applicant or the Operator at the Airport, which certificates shall state thereon the limits, coverages and endorsements required herein. All certificates shall provide for thirty (30) days prior written notice, by registered or certified mail, return recipient requested, to the Authority prior to renewal, non-renewal, cancellation, reduction in policy coverages, or other alteration including, but not limited to, revisions, replacements, suspensions, increases or cancellations of coverage, underwriters, exclusion, values, or limits. In any such case, Operator shall take immediate steps to reinstate any cancellation, reduction, or alteration that fails to comply with these Minimum Standards. If at any time the Authority requests a written statement from the Operator's insurance company as to any impairments to the aggregate limit, the Applicant and/or Operator shall promptly authorize and have such statement delivered to the Authority. The Applicant or Operator shall make up any impairment when known to it. All Applicants and Operators authorize the Authority to confirm all information furnished to the Authority, as to compliance with the insurance requirements herein, with Applicant or Operator's insurance agents, brokers, and insurance carriers. All insurance coverage of Applicants and Operators shall be primary as regards any insurance or self-insurance program carried out or approved by the Authority.

Renewal certificates of insurance shall be provided to the Authority a minimum of thirty (30) days prior to renewal. Thereafter, the Operator shall provide certificates of insurance to the Authority every twelve (12) months and prior to any alteration defined above. The certificate holder's name and address shall include:

"Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida, its Commissioners, Officers, Employees, and Agents, 6000 Airport Circle, Sarasota, Florida 34243.

Companies issuing required insurance policies shall have no recourse against the Authority for payment of premiums or assessments for any deductibles. These costs shall be the sole risk and responsibility of the Operator. Certificates of insurance for the coverages required by these Minimum Standards shall be delivered to the Authority prior to the execution of any Agreement with the Authority. The Authority's acceptance of delivery of any policy or certificate of insurance evidencing the Applicant's or Operator's insurance coverages and limits and does not constitute approval or an Agreement by the Authority that the insurance requirements herein have been met or that the insurance policies shown in any certificate of insurance adhere to the requirements herein.

Additional Insured Endorsement. Operators shall endorse the Authority as an "Additional Insured" on each insurance policy with respect to liability arising out of Aeronautical Activities performed by or on behalf of the Operator, including the premises owned, leased, occupied, or used by the Operator, vehicles, equipment, and Aircraft owned, leased, hired, borrowed, or operated by the Operator. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance maintained by the Authority, except for Worker's Compensation policies.

The additional insured endorsement, as to the interest of the Authority, shall not be invalidated by any act or neglect or breach of contract of the Operator. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to the Authority and/or the Authority Board, individually and collectively, and its representatives, officers, employees, and agents. The Operator insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the aggregate limits of the insurer's liability.

Operators that sublease Land and/or Improvements shall be required to secure coverage by means of an endorsement to the Commercial General Liability policy. Other policies, when required, shall provide a standard "Additional Insured" endorsement offered by the insurer. The "Additional Insured" endorsements shall provide coverage on a primary basis. Additional Insured" endorsements shall state as follows:

"Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida, its Commissioners, Officers, Employees, and Agents, 6000 Airport Circle, Sarasota, Florida 34243.

Loss Payee Endorsement. Operators shall endorse the Authority as a "Loss Payee" on the Property, Flood, and Windstorm insurance policies. "Loss Payee" endorsements shall provide coverage on a primary basis and shall read as follows:

"Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida, its Commissioners, Officers, Employees, and Agents, 6000 Airport Circle, Sarasota, Florida 34243.

Commercial General Liability/Airport Liability. Commercial General Liability/Airport Liability insurance, including premises and operations, personal injury, Agreement requirements, and independent contractors, including completed operations limits of coverage shall not be less than:

- Combined single limit,
bodily injury, personal injury and
property damage liability \$5,000,000 per occurrence

Commercial Automobile Liability. Commercial Automobile Liability Insurance shall be maintained in accordance based on the following operating requirements:

Outside the AOA. Automobile Liability Insurance shall be maintained as to ownership, maintenance, and use of "all vehicles" which are tagged and used on Airport outside the AOA with limits not less than:

- Bodily Injury Liability \$1,000,000 each person
\$1,000,000 each occurrence
- Property Damage Liability \$1,000,000 each occurrence

Inside the AOA. Automobile liability insurance shall be maintained as to ownership, maintenance, and use of “all vehicles” which are tagged and used on Airport inside the AOA with limits not less than:

- Bodily Injury Liability \$5,000,000 each person
\$5,000,000 each occurrence

- Property Damage Liability \$5,000,000 each occurrence

All Risk Property, Flood and Windstorm Insurance. Property, Wind, & Flood Insurance, subject to reasonable deductibles approved by the Authority, is required for all constructed, leased, or subleased buildings, structures, and facilities as follows:

- Property insurance in an amount not less than one hundred percent (100%) of the total replacement cost of all Improvements, including those made by or on behalf of Operator as well as Operator’s contents located on the Leased Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than twenty-five percent (25%) of the Property insurance limit. This coverage shall be provided on a primary basis.

- Flood insurance, if within the 100-year flood zone, in an amount not less than one hundred percent (100%) of the total replacement cost of all Improvements, including, but not limited to, those made by or on behalf of Operator as well as Operator’s contents, located on the Leased Premises, or the maximum amount available from the National Flood Insurance Program. This coverage shall be provided on a primary basis.

- Windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than one hundred percent (100%) of the total replacement cost of Improvements, including, but not limited to, those made by or on behalf of Operator as well as Operator’s contents, located on the Leased Premises, or the maximum amount available under the Florida Windstorm Underwriting Association. This coverage shall be provided on a primary basis.

Worker’s Compensation and Employer’s Liability. Worker’s Compensation and Employer’s Liability insurance shall be maintained in accordance with federal law and the statutes and regulations of the State of Florida including employer’s liability.

Excess Liability Insurance. Excess Liability insurance if used to reach the limits of liability required, shall not be less than Five Million Dollars (\$5,000,000) combined single limit each occurrence and aggregate where applicable for bodily injury, personal injury, and property damage liability.

Waiver of Subrogation. Operators shall provide a Waiver of Subrogation in favor of the Authority for each policy required to be maintained or maintained by Operator pursuant to or in connection with Operator’s Period or Agreement with the Authority. When required by the insurer, or if a policy condition does not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, the Operator 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 an Operator enter into such an agreement on a pre-loss basis.

Multiple Aeronautical Activities. When an Operator engages in more than one Aeronautical Activity at the Airport, these General Insurance Requirements, and the insurance requirements specific to each Aeronautical Activity defined in these Minimum Standards, must be maintained throughout the term of any Agreement with the Authority.

Accommodated Aircraft Size. The General Insurance Requirements contained in this Article are the requisite minimum insurance requirements to be maintained to conduct any Aeronautical Activity at the

Airport regardless of the accommodated aircraft size. Minimum insurance requirements for Operators conducting Aeronautical Activities at the Airport with single and multi-engine piston Aircraft and Group I and Group II turboprop Aircraft only, are permitted to maintain throughout the term of any Agreement with the Authority half the minimum insurance requirements specific to each Aeronautical Activity defined in these Minimum Standards conducted by the Operator for a) Commercial General Liability or Airport Liability, b) Hangar Keepers Liability, and c) Excess Liability Insurance.

Minimums insurance requirements for Operators conducting Aeronautical Activities at the Airport with single and multi-engine piston aircraft and Group I and Group II turboprop aircraft only, are required to maintain throughout the term of any Agreement with the Authority the full amount of all other minimum insurance requirements specific to each Aeronautical Activity defined in these Minimum Standards conducted by the Operator. Lesser minimum insurance requirements shall not apply to any FBO Operator at any time, regardless of the accommodated aircraft size.

ARTICLE 12 **NOTICE OF INDEMNIFICATION**

All Operators will be required to execute a separate indemnification contained in the Agreement or Permit issued by the Authority, which indemnification shall obligate the Operator to defend, indemnify, save, protect, reimburse, and hold harmless the Authority, its Board commissioners, officers, employees, and agents, individually and collectively, from and against any and all actual or alleged claims, demands, damages, expenses, costs, and fees including, but not limited to, legal, professional, expert, court and escrow fees, fines, environmental costs, and/or penalties, collectively referred to as costs, which costs may be imposed upon, claimed against, incurred or suffered by the Authority and which, in whole or in part, directly or indirectly, arising from or are in any way connected with any of the following, except to the extent resulting from the Authority's gross negligence or willful misconduct: (a) any act, omission, or negligence of Operator or Operator's partners, officers, directors, employees, contractors; agents or invitees, (b) any use or occupation, management, or control of the Operator's Leased Premises, whether or not due to Operator's own act or omission; (c) any condition created in or about the Operator's Leased Premises at any time during the term of an Agreement with the Authority; and (d) any breach, violation, or nonperformance of the Operator's obligations under any Agreement with the Authority.

In the event of a violation of environmental law, rules, or regulation, attributable to any Operator, Operator's Aeronautical Activities, employees, contractors, vendors, suppliers, or agents, the Operator will be required to assume full responsibility for any such violation and indemnify, release, defend, save, protect, and hold harmless the Authority and its Board commissioners, officers, employees, contractors, and agents individually and collectively.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor will not be relieved of the obligation to indemnify. In any such case, liability shall be shared in accordance with the State of Florida's principles of comparative fault. Nothing herein shall constitute a waiver of any protection available to the Authority, its commissioners, officers, employees, contractors, and agents, individually and collectively, under the State of Florida's governmental immunity act or similar statutory provision.

ARTICLE 13 **FIXED BASE OPERATOR**

All FBO Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Minimum Aeronautical Activities. All Operators are required to provide the following Aeronautical Activities to the public.

<u>Aeronautical Activities</u>	<u>Notes</u>
Aviation Fuels and Lubricants	Provided by FBO
Aircraft Ground Handling	Provided by FBO
Aircraft Parking and Storage	Provided by FBO
Concierge Services	Provided by FBO
Courtesy Transportation	Provided by FBO
Baggage Handling	Provided by FBO
Aircraft Maintenance and Repair	Provided by FBO or SASO
On Demand Aircraft Charter	Provided by FBO or SASO
Catering Services	Provided by FBO or SASO
Cabin Oxygen	Provided by FBO or SASO

Aviation Fuels. All Operators shall offer for sale, deliver, and dispense upon request, the following fuels, and lubricants.

<u>Fuels and Lubricants</u>	<u>Notes</u>
Jet fuel	Shall comply with ASTM D 1655
Avgas	Shall comply with ASTM D 1910
Lubricants	Engine oils, hydraulic fluids, and corrosion inhibitors
Response Times	Thirty (30) minutes during Standard Hours of Operation One (1) hour after hours of operation

Fuel Storage. All Operators shall provide above ground fuel storage facilities for aviation fuels in the minimum capacity at a storage area approved by the Authority.

<u>Capacity and Storage</u>	<u>Gallons</u>	<u>Notes</u>
Jet Fuel	24,000	With the capability to expand
Avgas	12,000	
Waste Fuel		As required by local rules and regulations

Fueling Equipment. All Operators shall provide and maintain the following minimum fueling equipment:

<u>Fueling Equipment</u>	<u>Gallons</u>	<u>Notes</u>
Jet Fuel Metering		Shall include bottom loading capabilities
Jet Fuel Vehicles	One 5,000 Two 3,000	One Vehicle shall have over-the-wing, and single point Aircraft capability
Avgas Metering		Shall include bottom loading capabilities
Avgas Vehicles	One 750	One readily available backup vehicle is required

Fueling Equipment	Gallons	Notes
Self-Serve Facility	Optional	Self-serve facility may be substituted for one vehicle. Facility shall: (a) be constructed or installed in a location approved by the Authority, (b) be available for public use, and (c) provide detailed instructions for safe operation, telephone, emergency shut-off, fire extinguisher, and fuel spill kit.

Regulatory Compliance. Installation, construction or alteration of all fuel storage and distribution facilities and equipment shall be approved in advance and in writing by the Authority and shall comply with all applicable safety standards and regulations of the FAA, Department of Environmental Protection, the NFPA, the Authority’s Airport Certification Manual, and in all applicable federal, state, and local rules and regulations. The Authority and other appropriate governmental agencies may inspect these facilities at any time to assure compliance with all applicable established standards.

All Operators shall demonstrate that arrangements have been made with a reputable fuel supplier for the delivery of fuels in the quantities necessary to meet the peak demands of customers. Ensuring the quality and quantity of fuel is the sole responsibility of the Operator. The Operator shall provide the Authority with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets all legal and operational requirements for FBO fuel storage, vehicles, equipment, and dispensing. An updated copy of the SPCC Plan shall be filed with the Authority at least thirty (30) days prior to any change in operations.

Fuel Reporting. On or before the 20th calendar day of each month, FBOs shall: (a) provide a summary report to the Authority identifying the prior month gallons of fuel:(i) delivered the FBO’s fuel storage facility, and (ii) dispensed by the FBO to customers at the Airport, and (iii) pay to the Authority all flowage fees due. Upon request by the Authority, Operators shall make available to the Authority or its designated representative all meters and records for inspection. In the event of a discrepancy between the amount of aviation fuel purchased, delivered, or dispensed, the greater amount shall prevail, and the Operator shall promptly pay all additional fees due the Authority, if any, plus interest on the unpaid balance at an annual rate of eighteen percent (18%) per annum from the date originally due.

Ground Handling Equipment and Services. All Operators shall provide directly, from an MRO or SASO, the following ground handling equipment and services at the Airport.

Equipment and Services	Notes
Marshalling	Aircraft arriving and departing the FBO Premises
Towing Vehicles	Aircraft arriving and departing the FBO Premises
Oxygen and Nitrogen	Minimum Standards for Aircraft Maintenance Apply
Compressed Air	Minimum Standards for Aircraft Maintenance Apply
Lavatory Service	Minimum Standards for Aircraft Maintenance Apply
Potable Water	Minimum Standards for Aircraft Maintenance Apply
International Refuse	Provided by U.S. Customs and Border Patrol
Ground Power	Current (DC) and Alternating Current (AC)
Fuel Spill Kits	Shall Comply with approved SPCC Plan
Dry Chem Fire Extinguishers	As required by the Authority or at law

Crew Vehicles and Services. All Operators shall provide the following passenger and crew vehicles and services:

<u>Vehicles and Services</u>	<u>Standard</u>	<u>Notes</u>
Ramp Golf Cart	1	Minimum four passenger
Ramp Courtesy Vehicle	1	Minimum four passenger
Off-Airport Crew Car	1	Minimum four passenger

Leased Premises. All Operators shall lease or construct sufficient Land and Improvements to accommodate all the Operator’s Aeronautical Activities including not less than the following:

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
Land	653,400	Includes building, aprons and fueling facilities
Terminal	10,000	
Terminal Apron	200,000	
Terminal Customer Service	2,000	Includes lobby, passenger lounge, crew lounge, conference room, kitchen, and restrooms
Terminal Line Service	1,000	
Terminal Offices	1,000	Includes dedicated space for offices, work areas, and storage
Aircraft Hangar	30,000	Aircraft and Maintenance Hangars may combined 40,000 SF Hangar
Aircraft Hangar Apron	30,000	
Aircraft Hangar Door	20’ by 80’	Linear feet
Paved Aircraft Tiedowns	20	
Maintenance Hangar	10,000	Clear span structure required
Maintenance Hangar Apron	10,000	
Maintenance Hangar Door	20’ by 80’	Linear feet
Hangar Maintenance Area	2,000	Includes work areas, shop areas, parts, and equipment storage
Hangar Customer Service Area	1,000	Direct access to Terminal Customer Service Area required

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport’s taxiway system. All taxiway access shall meet all applicable Authority and FAA design and construction standards for the largest Aircraft type expected to use the Operator’s facilities.

Vehicle Parking. All Operators shall provide within their leasehold at least fifty (50) paved vehicle parking spaces, or as required by applicable Federal, State, or local codes and regulations, whichever is greater. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Hours of Operation. All Operators shall provide all approved Aeronautical Activities to the public no less than eight (8) hours a day, seven (7) days a week, twenty-four (24) hours a day, each day of the year, including all holidays, and be available on call to provide all Aeronautical Activities 24 hours per day, 7 days per week, to meet the reasonable demands of customers for the Aeronautical Activities, including not less than the following:

<u>Hours of Operation</u>	<u>Standard</u>	<u>Notes</u>

Hours of Operation	Standard	Notes
24 Hours/Day, 7 Day/Week, 365 Days/Year	Daily 0500-2200	Standard Hours of Operation required on all weekends and holidays. After-hours response time not to exceed one (1) hour

All Operators shall comply with all Aircraft Maintenance employee requirements of these Minimum Standards. All Operator's Aeronautical Activities shall be continuously available to the public at reasonable rates to meet reasonable demands of the public as required in this Article. After hour fees are permitted provided such fees do not exceed twice the normal fee or as otherwise deemed commercially reasonable by the Authority. If the Authority is required to respond on behalf of the Operator, the Authority may assess the Operator an afterhours fee not to exceed three (3) times the normal fee or as otherwise deemed commercially reasonable by the Authority.

Fuel Safety Precautions. All Operators shall conduct all fuel storage, handling, and dispensing in accordance with the Airport Rules and Regulations, NFPA code, Department of Environmental Protection rules and regulations, the Authority's Standard Operating Procedures, and industry best practices.

Personnel. All Operators shall employ, contract, or otherwise have on duty during the required hours of operation, an adequate number of properly qualified and licensed personnel to provide the level of service commensurate with the Aeronautical Activities offered by Operator, and as required by these Minimum Standards. The Operator's office shall be attended by the Operator's personnel while the facility is open for business. Cross-utilization of Operator's personnel between Aeronautical Activities performed will be permitted to the extent that personnel qualifications and licensing requirements are met, and providing the standard for personnel is maintained as follows:

- All fuel service personnel shall be suitably uniform with the name of the Operator prominently displayed thereon. Personnel for all Aeronautical Activities conducted shall meet the requirements for the specific categories as specified in these Minimum Standards.
- The Operator, when requested by the Authority, shall provide a listing of designated fuel service employees, their training documentation, and their work hours.

Operator's employees, contractors, agents, and representatives while on duty, shall be clean, neat in appearance, and always properly uniformed. Uniforms shall identify the name of the Operator. The Operator's management and administrative employees shall not be required to be uniformed but shall wear Authority approved identification. All Operators shall have the following properly trained and qualified employees on each shift for Aircraft fueling, Aircraft ground handling, and passenger and crew services, as follows:

Personnel	Standard	Notes
A&P Mechanic	1	Certificated by F.A.A. available during Standard Hours of Operation from FBO, MRO or SASO
Line Service Technicians - Days	3	All technicians shall be trained in an F.A.A. fire safety program per 14 CFR Part 139.321.
Line Service Technicians - Evenings	2	All technicians shall be trained in an F.A.A. fire safety program per 14 CFR Part 139.321. One service technician on call after hours
Customer Service Rep	1	An LST may fulfill CSR role unless the LST is performing duties off the Leased Premises.

Operating Procedures. All Operators shall develop and maintain and keep up to date standard operating procedures (SOP) that shall include, at a minimum, a training plan, fuel quality assurance procedures and

associated record keeping, emergency response procedures to fuel spills and fires, and Aircraft ground handling procedures. All Operator SOPs shall address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking, labeling, and controlling access to refueling vehicles, fueling equipment, and fuel storage facilities.

All Operator SOP shall be submitted to the Authority no later than thirty (30) days before the Operator's Aeronautical Activities are scheduled to commence and shall be resubmitted any time changes are made. Fuel storage facilities and refueling vehicles shall be equipped and maintained as required by the Operator's SOP and shall comply with applicable legal requirements and industry best practices including, without limitation, those prescribed by:

- National Fire Protection Association (NFPA) Codes.
- 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials".
- Applicable Advisory Circulars (ACs) including AC 00-34 series Aircraft Ground Handling and Servicing, AC 150/5210 series Painting, Marking and Lighting of Vehicles Used on an Airport, and AC 150/5230 series Aircraft Fuel Storage, Handling, and Dispensing on Airports.

Aircraft Removal. All Operators shall be equipped upon request by the Authority, Aircraft owners, or Aircraft Operator to aid in the removal of any Design Group I and Group II Aircraft from any location at the Airport. All Operators shall prepare an Aircraft removal plan and always have the necessary equipment readily available onsite.

Salvage Operations. Operators shall not store Aircraft, vehicles, or equipment for salvage operations.

Contracted MRO or SASO. Operators may sign an agreement with a qualified MRO or SASO to provide approved Aeronautical Activities on the Operator's Leased Premises provided the MRO or SASO complies with all applicable Minimum Standards. Operators shall provide the Authority with a list of all MRO and SASO agreements. The list shall be kept current for the Authority by the Operator and include the MRO and SASO's name, address, telephone number, and the Aeronautical Activities provided by each.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall provide and maintain the following insurance:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) for each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida.
- **Hangar Keeper's Liability.** Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of FBO in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- **Storage Tank/Environmental Liability.** Storage Tank/Environmental Liability with not less than One Million Dollars (\$1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages at each location and Two Million Dollars (\$2,000,000) annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. This coverage shall be provided on a primary basis.

- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.
- **Excess Liability Insurance.** Excess Liability insurance coverage with a minimum /limit of Twenty-Five Million (\$25,000,000) for all Aeronautical Activities to be performed by the Operator at the Airport. An Operator may satisfy the minimum limits required for Commercial General Liability/Airport Liability and/or Commercial Auto Liability and/or Environmental Impairment Liability coverage under Umbrella or Excess Liability Insurance. The Authority, its commissioners, directors, managers, employees, and agents shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability policy unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a “Follow-Form” basis.

Hearing. Applications to conduct an FBO require a public hearing.

ARTICLE 14
AIRCRAFT MAINTENANCE AND REPAIR OPERATOR

All MRO Operator’s shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to accommodate all the Operator’s Aeronautical Activities, including not less than the following:

<u>Leased Premises</u>	<u>Square Feet</u>
Land	43,560
Aircraft Hangar	10,000
Aircraft Hangar Apron	10,000
Hangar Administrative and Maintenance	2,000
Hangar Customer Lounge and Restrooms	1,000

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport’s taxiway system. The paved taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used in Operator’s facility.

Vehicle Parking. All Operators shall provide within their Leased Premises at least ten (10) paved vehicle parking spaces, or the number of parking spaces required by applicable federal, state, or local law, whichever is greater. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Aircraft Removal. All Operators shall be equipped upon request by the Authority, Aircraft Owner, or Aircraft Operator to aid in the removal of any Design Group I or Group II Aircraft from any location on the Airport. All Operators shall prepare an Aircraft removal plan and have always readily available and on-hand the necessary vehicle, tools and equipment required.

Aircraft Defueling. All Operators shall provide Aircraft defueling and refueling. All Operator employees engaged in defueling and refueling shall be trained in an FAA approved fire safety program per 14 CFR

Part 139.321. All Operators shall have adequate and proper defueling and refueling vehicles and equipment and provide the Authority with an SPCC Plan for defueling and refueling in conformance with these Minimum Standards. Defueling and refueling of Aircraft by Operators shall not be construed to authorize Operators to engage in the sale or dispensing of fuels to the public at the Airport, which Aeronautical Activity is reserved by these Minimum Standards for FBO Operators only.

Salvage Operations. Operators shall not store Aircraft, vehicles, or equipment for salvage operations.

Licenses and Certificates. If an Operator is a FAR Part 145 approved Repair Station, the Operator shall provide a copy of the certification to the Authority and display a copy of the certification in the Operator's customer service area.

Hours of Operation. All Operators shall have their business open and available for service to the public not less than eight (8) hours a day, five (5) days a week. Operators shall make provision for someone to always be in attendance during all hours of operations. Operators Aeronautical shall be available to the public after hours of operation, nights, weekends, and holidays, through an "on call" system, answering service, or other automated communication system.

Safety Precautions. All Operators shall conduct all Aircraft Maintenance and Repair in accordance with the Airport Rules and Regulations, NFPA code, Department of Environmental Protection rules and regulations, the Authority's Standard Operating Procedures, and industry best practices.

Personnel. If an Operator is not certificated as a Repair Station, as defined by 14 CFR Part 145, the Operator shall provide the following minimum number of employees who shall be available during all required hours of operation:

<u>Personnel</u>	<u>Standard</u>	<u>Notes</u>
A&P Mechanics	2	A&P Mechanic may fulfill role of CSR unless Mechanic is off the Leased Premises.
Customer Service Rep (CSR)	1	

If the Operator is not certificated as a Repair Station, as defined by 14 CFR Part 145, and is providing Aircraft inspections, one (1) A&P Mechanic shall possess FAA Inspection Authorization for each Inspection Technique performed.

Equipment. All Operators shall provide and maintain readily available all tools and equipment required for the Aircraft Maintenance and Repair conducted in accordance with the manufacturer's specifications and all applicable rules and regulations.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall maintain the following insurance:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.
- **Hangar Keeper's Liability.** Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.

- **Storage Tank/Environmental Liability.** Storage Tank/Environmental Liability with not less than One Million Dollars (\$1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages at each location and Two Million Dollars (\$2,000,000) annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Hearing. Applications to conduct Aircraft Maintenance and Repair require a public hearing.

ARTICLE 15
AVIONICS MAINTENANCE AND REPAIR OPERATOR

All Avionics Maintenance and Repair Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to accommodate all the Operator’s Aeronautical Activities as required in this Article. Operators whose Aeronautical Activities include performing benchwork maintenance and repairs only, where no removal or installation services are performed, the minimum Leased Premises requirements are as follows.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
Administrative and Maintenance Area	2,000	Shall include dedicated space for offices, work areas, shop areas, parts, and equipment storage,
Customer Service Area	1,000	Shall include lounge and restrooms

Operators whose Aeronautical Activities include more than benchwork, including the removal and replacement of instruments, the minimum Leased Premises requirements are as follows.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
Land	43,560	
Aircraft Hangar	10,000	
Aircraft Hangar Apron	10,000	
Administrative and Maintenance Area	2,000	Shall include dedicated space for offices, shop areas, parts, and equipment storage
Customer Service Area	1,000	Shall include lounge and restrooms

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport’s taxiway system. Such access shall meet all applicable Authority and FAA standards for the largest general aviation Aircraft type normally expected to use the Operator’s facilities.

Vehicle Parking. All Operators shall provide at least ten (10) paved vehicle parking spaces, or the number of vehicle parking spaces required by applicable federal, state, or local codes and regulations, whichever is greater, within its Leased Premises. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Licenses and Certifications. All Operators shall be properly certificated by the FAA as a Repair Station. All Operator employees shall be properly certificated by the FAA and the Federal Communications Commission, and all licenses and certifications shall be current and hold the appropriate ratings for the work being performed.

Personnel. All Operators shall employ the number of personnel required to comply with the 14 CFR Part 145, FAA Repair Station Manual.

Equipment. All Operators shall provide and have readily available all tools and equipment required to conduct the Operator's Aeronautical Activities in accordance with 14 CFR Part 145, FAA-approved Repair Station Manual, the appropriate manufacturer's specifications, these Minimum Standards, the Airport Rules and Regulations, and all other applicable rules and regulations.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall maintain the following insurance. Operators that perform benchwork maintenance and repairs only are not required to maintain Hangar Keeper's Liability insurance:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.
- **Hangar Keeper's Liability.** Operators whose Aeronautical Activities are beyond benchwork shall maintain Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Hearing. Applications to conduct Avionics Maintenance and Repair require a public hearing.

ARTICLE 16 **FLIGHT TRAINING AND AIRCRAFT RENTAL OPERATOR**

All Flight Training and Aircraft Rental Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

An individual holding a current FAA Flight Instructor certificate who provides occasional flight training or instruction for an Aircraft owner with the owner's Aircraft, is not compensated for the training or instruction,

and does not solicit or offer flight training or instruction to the public, shall not be considered an Aeronautical Activity for purposes of these Minimum Standards.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator’s Aeronautical Activities, but not less than the following requirements.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
Land	43,560	
Aircraft Hangar	10,000	
Aircraft Hangar Apron	10,000	
Administrative Area	1,000	Shall include dedicated space for employee offices, shops, parts and equipment and storage.
Customer Service Area	2,000	Shall include classroom space for six (6) students, student lounge, and restrooms.

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport’s taxiway system. The paved taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used in Operator’s facility.

Vehicle Parking. All Operators shall provide at least ten (10) paved automobile parking spaces, or the number of parking spaces required by applicable Federal, State, or local codes and regulations, whichever is greater, within its leasehold. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Aircraft. All Operators shall have available for rental or lease, either owned or under an exclusive written lease to Operator, enough Aircraft to handle the proposed scope of its operation, but not less than two (2) certified and airworthy Aircraft. At least one (1) of these Aircraft should be equipped IFR capable with four-seat capacity. Copies of all lease agreements for Aircraft leased by Operator for Operator’s use on Airport shall be provided to the Authority upon request. All Aircraft used by the Operator must be owned or leased by the Operator. Any Aircraft on the Leased Premises must have a written agreement that clearly establishes that the Aircraft is being used for Flight Training and Aircraft Rental.

Classrooms and Equipment. All Operators shall provide classroom facilities for at least six (6) students which shall be equipped with adequate audio and visual aids for effective ground school instruction. All Operators shall provide training aids necessary to provide ground school instruction. All materials, supplies and training methods used must meet FAA requirements for the type of training offered by the Operator.

Licenses and Certifications. If the Operator is a FAR Part 141 approved flight school, the Operator shall provide the Authority with evidence of such FAA certification, and notify the Authority should such certification lapses, not renewed, suspended, removed, or denied. All Operator’s employees performing Aircraft proficiency checks and/or flight training shall be properly certificated and current with the FAA and hold the appropriate ratings and medical certifications for the Aircraft being used and the flight training provided. All Operators shall have available at least one (1) properly certificated ground school instructor capable of providing On Demand ground school instruction sufficient to enable students to pass the FAA examinations for Private Pilot, Commercial Pilot, Air Transport Pilot, Instructor, Instrument and Multi-Engine ratings.

Personnel. All Operators shall employ and have on duty during all required hours of operation, trained personnel in such numbers as are required to meet these Minimum Standards in an efficient manner, but no less than the following:

Personnel	Standard	Notes
Customer Service Rep (CSR)	1	One Flight Instructor may fulfill the duties of the CSR unless the instructor is performing duties off the Leased Premises.
Certificated Flight Instructors	2	FAA certification and proper ratings required
Certificated Ground School Instructors	1	A Flight Instructor may serve as Ground School Instructor if certified.

Hours of Operation. All Operators shall have their business open to the public no less than eight (8) hours a day, five (5) days a week. The Operator shall make provision for someone to be always in attendance in the office during the required hours of operations. Operator shall also provide “on call” Aeronautical activities after hours of operation, nights, and weekends with a response time not to exceed one (1) hour.

Insurance Disclosure. All Operator conducting Flight Training and Aircraft Rental shall post a public notice in the classroom, and incorporate within its rental and instruction agreements, that: (a) identifies the insurance coverages provided to the student and Aircraft renter by the Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information regarding the insurance can be obtained, and (d) advises the student and Aircraft renter that additional insurance coverage can be purchase by the student and Aircraft renter from insurance various providers. Operators shall provide a copy of this notice to the Authority when the notice is posted and as it is amended from time to time.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall obtain and maintain the following insurance:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Hearing. Applications to conduct or engage in Flight Training and Aircraft Rental require a public hearing.

ARTICLE 17 **AIRCRAFT MANAGEMENT AND CHARTER OPERATOR**

All Aircraft Management and Charter Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator’s Aeronautical Activities, but not less than the following minimum requirements.

Leased Premises	Square Feet	Notes
Land	43,560	
Aircraft Hangar	10,000	
Aircraft Hangar Apron	10,000	
Administrative Area	1,000	Shall include dedicated space for employee offices, classroom, pilot briefing room, and storage.
Customer Service Area	1,000	Shall include customer lounge and restrooms

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport's taxiway system. The taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used by Operator in his facility.

Vehicle Parking. All Operators shall provide at least ten (10) paved vehicle parking spaces, or the number of vehicle parking spaces required by applicable Federal, State, or local codes and regulations, whichever is greater, within its leasehold. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Licenses and Certifications. All Operators shall provide evidence of a current FAA Part 135 Certificate or a Provisional Part 135 Certificate. All Operators shall further provide and maintain all appropriate licenses, certifications, and approvals required, including without limitation, the Pre-Application Statement of Intent, FAA Form 8400-6, the Registrations and Amendments under Part 298, OST Form 4507, and all related FAA operating certificate(s). Copies of all said Operator licenses, certifications, and approvals shall be provided to the Authority. Any time the Operator's license, certifications, or approvals are modified, the updated documentation reflecting the changes shall be immediately provided to the Authority.

Aircraft. All Operators shall provide and have based upon its leasehold not less than two (2) properly certified and airworthy Aircraft, at least one (1) of which should be a multi-engine Aircraft. Such Aircraft shall be owned by or exclusively leased to the Operator. All Aircraft should be equipped for and capable of use under instrument conditions. Copies of any lease agreements for Aircraft used by an Operator to conduct its Aeronautical Activities but not owned by the Operator shall be provided to the Authority.

Personnel. All Operators shall employ, and have on duty during the required operating hours, such trained personnel in such numbers as may be required to meet these Minimum Standards in a safe and efficient manner, but not less than two (2) individuals that hold current FAA commercial pilot certificates with appropriate ratings to conduct the Aeronautical Activity offered by Operator. All flight crews shall be properly rated for the Aircraft operated. The Operator shall provide reasonable assurance of a continued availability of qualified operating crews within a reasonable notice period. If certificated to provide an On Demand Aircraft Charter, Aircraft Management and Charter Operators shall employ the number of employees required by 14 CFR Part 135. If certificated to engage in private carriage, as defined in 14 CFR Part 125, Aircraft Management and Charter Operators shall, at a minimum, employ the following number of employees who shall be available during operating hours:

Personnel	Standard	Notes
Chief Pilot	1	A commercial pilot may serve as the Chief Pilot.
Commercial Pilot	1	
Customer Service Rep (CSR)	1	The Chief Pilot or Commercial Pilot may serve as the CSR unless off the Leased Premises.

If an Aircraft Management and Charter Operator is not engaged in providing Aircraft Charter, Operator shall, at a minimum, employ the following number of employees who shall be available during required hours of operation.

Personnel	Standard	Notes
Commercial Pilot	1	
Customer Service Rep (CRS)	1	A Commercial Pilot may serve as the CSR unless the Commercial Pilot is off the Leased Premises.

Hours of Operation. All Operators shall provide Aircraft Management and Charter no less than eight (8) hours a day, five (5) days a week, or as required to meet all reasonable demand. The Operator shall make provision for Personnel to be in attendance in the office during all operating hours. Aircraft Management and Charter shall be available “on-call” after hours of operation, 24 hours per day, 7 days per week, 365 days per year. After-hours, on-call response times shall not exceed one (1) hour. Notwithstanding circumstances beyond the Operator’s control (e.g., Aircraft availability, weather, etc.), the Operator shall initiate Aircraft Charter within two (2) hours of receiving a request for services.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operator shall provide and maintain the following insurance coverage:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) for each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida.
- **Hangar Keeper’s Liability.** Hangar keeper’s Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Hearing. Applications to conduct or engage in Aircraft Management and Charter does not require a public hearing.

ARTICLE 18
AIRCRAFT STORAGE OPERATOR

All Aircraft Storage Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article:

- The Operator shall store at least one (1) Aircraft registered in the name of the Aircraft Storage Operator, an Aircraft where the Operator is vested with greater than fifty percent (50%) ownership, or an Aircraft registered by a Person majority owned by the Operator.
- No transient Aircraft may be stored in the Aircraft Hangar(s).

- All subleases shall be for a period not less than twelve (12) consecutive months and shall be subject to review and approval by the Authority.
- The total number Aircraft leasing space in the facility shall not exceed the capacity of the facility if all Aircraft are stored simultaneously.
- The Operator shall provide access to stored Aircraft for removal and storage on a continuous basis.
- The Operator shall provide sufficiently designated trained personnel to meet all requirements for the safe storage and movement of Aircraft, including at least one (1) properly training Aircraft line service employee.
- The Operator shall provide appropriate and sufficient vehicles, tools, and equipment, including tugs with sufficient power and braking action to handle any Aircraft stored in the facility.
- The Operator shall provide sufficient Aircraft tow bars to allow for the movement of all stored Aircraft as appropriate and required.
- Painting, welding, and any type of Hazardous Material storage shall not be permitted on the Operator's Leased Premises unless specifically authorized in writing by the Authority.
- The Operator's premises shall not be used for Aeronautical Activities that impede the movement of Aircraft, vehicles, or equipment, or as a base of operations for a non-Aeronautical Activity.
- The storage of vehicles, marine vessels, nonaeronautical equipment, crates, boxes, barrels, containers, surplus property, and refuse shall not be permitted.
- No vehicles shall be permitted to access the Operator's Aircraft Hangar(s) or the Airport Aircraft Operations Area.
- Only Aircraft registered in the name of the Operator or Operator's subtenants may be fueled or maintained on the Leased Premises.
- Aircraft registered in the name of the Operator or Operator's subtenants may only be fueled by FBO's located on the Airport.
- Aircraft registered in the name of the Operator or Operator's subtenants may only be serviced by FBOs, MROs, or SASO's with an Agreement or Permit issued by the Authority. No other Aircraft maintenance or repair may be performed on Operator's Leased Premises.
- The Operator and Operator's subtenants may perform Aircraft detailing or preventative maintenance on their personal owned Aircraft on the Operator's Leased Premises to the extent permitted by 14 CFR Part 43, as now or hereafter amended. No other Aircraft maintenance or repair may be performed on Operator's Leased Premises.
- Except as provided in this Article, no Aeronautical Activity shall be performed on the Operator's Leased Premises.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator's Aeronautical Activities, but not be less than or greater than the following requirements.

<u>Leased Premises</u>	<u>Square Feet</u>
Land	43,560 to 108,900
Aircraft Hangar	10,000 to 30,000
Aircraft Hangar Apron	10,000 to 30,000

Taxiway Access. All Operators shall provide paved access from its Aircraft Hangar(s) to the Airport's taxiway system. The taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used on the Operator's Leased Premises.

Vehicle Parking. All Operators shall provide within its Leased Premises at least fifteen (15) paved vehicle parking spaces, or the number of vehicle parking spaces required by law, whichever is greater. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Hours of Operation. All Operators shall ensure that the Operator's Aircraft Hangar(s) are readily accessible for use by the Operator's subtenants and users 24 hours per day, seven (7) days per week, 365 days per year.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall provide and maintain the following insurance:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.
- **Hangar Keeper's Liability.** Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If the Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event the Operator has no owned automobiles, the Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Aircraft Fueling. All Aircraft fueling on the Leased Premises shall be performed by an FBO located on the Airport. Only Aircraft listed on an active lease agreement with the Operator may be fueled on the premise.

Hearing. Applications to conduct or engage in Aircraft Storage require a public hearing.

ARTICLE 19 **AIRCRAFT SELF-FUELING OPERATOR**

All Aircraft Self-Fueling Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Limitation of Rights. Only an FBO is allowed to sell and dispense aviation fuels and oils to the public. Operators with a written Agreement with the Authority to conduct an Aeronautical Activity at the Airport may apply to the Authority to be granted permission to self-dispense aviation fuels and oils in the Operator's majority equity owned aircraft, Aircraft registered by a Person majority equity owned by the Operator, the Operator's tenant majority equity owned aircraft stored on the Operator's Leased Premises under an active lease agreement with the Operator for not less than twelve (12) consecutive months, or the Operator's tenant majority equity owned aircraft under an active Part 91 or Part 135 management agreement with the Operator for not less than twelve (12) consecutive months, using its own employees and equipment ("Limited Fueling Rights"). Limited Fueling Rights are not allowed to extend to any other aircraft or location at the Airport at any time under any circumstance, including Operator's partners, agents, employees, customers, or guests' Aircraft. The Operator's employees must receive an IRS Form W-2 from the Operator to meet this requirement and that information must be available to the Authority upon reasonable request. Operator employees shall not be maintained on a contract basis.

Operator's fuel may be obtained by the Operator on-airport or off-airport and delivered to Operator's fuel storage facility on its Leased Premises. Operators shall provide and maintain with the Authority a registered list of all Aircraft being fueled on the Operator's Leased Premises.

Prohibited Activities. Aircraft Self-Fueling rights are granted subject to continuous compliance with all Airport's Rules and Regulations. No Aircraft owned by another Operator, subtenant of the Operator, or any other Person, may be fueled by the Operator. Operators shall not sell, barter, trade, share, sublease or in any other manner provide fuels, oils, fuel storage, or fuel dispensing to any other Operator, subtenant of the Operator or Person. Multiple Aircraft owned by different Persons based in an Aircraft Hangar shall not be afforded self-fueling rights unless all Aircraft demonstrate the same ownership structure as the Operator's Agreement with the Authority. Self-Fueling rights may not be sold, subleased, assigned, conveyed, or otherwise contracted out to another Person. Defueling of Aircraft shall not be conducted on the Operator's Leased Premises. Co-Op fueling is not recognized as permissible self-fueling by the FAA or by the Authority and is prohibited.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator's Aeronautical Activities, including not less than the following requirements:

- **Land.** All Operators shall lease from the Authority an area of not less than three (3) acres of Land to provide space for Aircraft Hangars and other buildings; paved auto parking; paved Aircraft apron; paved pedestrian walkways; fuel farm storage facilities; stormwater management; and all storage, servicing utilities and support facilities.
- **Aircraft Hangar.** All Operators shall lease or construct Aircraft Hangars with adjacent Aircraft apron required providing not less than twenty thousand (20,000) square feet of inside Aircraft storage with not less than twenty thousand (20,000) square feet of Aircraft apron.
- **Aircraft Apron.** All Operators shall provide Aircraft apron within the Operator's Leased Premises equal to or greater than the interior Aircraft Hangar area so that there is sufficient exterior operational area without encroaching on areas outside of the lease premises or taxiways.
- **Fuel Farm Storage Facility.** All Operators shall construct above ground fuel farm storage facilities for aviation fuels in the minimum capacity of at least ten thousand (10,000) gallons of aviation gasoline and/or turbine fuel whichever is applicable. No below ground fuel storage facilities are permitted. The fuel farm storage area will be designated by the Authority.

Fueling Vehicle. Operator shall provide and maintain at least one (1) fueling vehicle to dispense fuel into the Operator's Aircraft with a capacity of not less than 750 gallons.

Regulatory Compliance. Installation, construction or alteration of all fuel storage and distribution facilities and equipment shall be approved in advance and in writing by the Authority and shall comply with all applicable safety standards and regulations of the FAA, Department of Environmental Protection, the

NFPA, the Authority's Airport Certification Manual, and in all applicable federal, state, and local rules and regulations. The Authority and other appropriate governmental agencies may inspect these facilities at any time to assure compliance with all applicable established standards.

All Operators shall demonstrate that arrangements have been made with a reputable fuel supplier for the delivery of fuels in the quantities necessary to meet the peak demands of customers. Ensuring the quality and quantity of fuel is the sole responsibility of the Operator. The Operator shall provide the Authority with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets all legal requirements for FBO fuel storage facilities, equipment, and services. An updated copy of the SPCC Plan shall be filed with the Authority at least thirty (30) days prior to any change in operations.

Fueling Records. All Operators shall provide and maintain a fueling log containing the following information for all fueling operations:

- Aircraft Registration Numbers for Aircraft into which fuel was dispensed.
- Date and time of each fuel dispensing operation.
- Number of gallons of fuel dispensed into each Aircraft.
- Total number of gallons dispensed for the reporting period.

A copy of the fueling log shall be furnished by the Authority within five (5) days of the end of each prior month. Fueling log records shall be available for review at any reasonable time by the Authority, or its authorized agent. The Authority reserves the right to revise and/or modify the information contained in the fueling log.

Fuel Reporting. On or before the 20th calendar day of each month, FBOs shall: (a) provide a summary report to the Authority identifying the prior month gallons of fuel: (i) purchased by the FBO, (ii) delivered to the FBO's fuel storage facility, and (iii) dispensed by the FBO to customers at the Airport, and (iv) pay to the Authority all flowage fees due. Upon request by the Authority, Operators shall make available to the Authority or its designated representative all meters and records for inspection. In the event of a discrepancy between the amount of aviation fuel purchased, delivered, or dispensed, the greater amount shall prevail, and the Operator shall promptly pay all additional fees due the Authority, if any, plus interest on the unpaid balance at an annual rate of eighteen percent (18%) per annum from the date originally due.

Fuel Safety Precautions. All Operators shall conduct all fuel storage, handling, and dispensing in accordance with the Airport Rules and Regulations, NFPA code, Department of Environmental Protection rules and regulations, the Authority's Standard Operating Procedures, and industry best practices.

Inspection. The Authority and other appropriate governmental agencies may inspect the fuel farm storage facility at any time without notice to assure compliance with these Minimum Standards and all other applicable established federal, state, and local standards, rules, and regulations.

Fuel Flowage Fee. All Operators shall pay a fuel flowage fee to the Authority as provided in its Agreement with the Authority, which fee shall be not less than the fuel flowage fee assessed by the Authority on FBO Operators.

Personnel. All Operators shall employ and have on duty as required, trained, and certified individuals qualified to dispense fuel to their Aircraft. The training and documentation shall meet the requirements of 14 CFR 139.321 and provide at a minimum instruction regarding the following:

- Bonding.
- Public protection.

- Control of access to fuel storage areas.
- Fire safety in fuel farm and storage areas.
- Fire safety in mobile fuelers, fueling pits, and fueling cabinets.

All Operators shall provide to the Authority and continually maintain with the Authority evidence of the current training in safety procedures received by everyone who will conduct aviation fuel dispensing operations on the Operator's Leased Premises.

Insurance. In addition to General Insurance Requirements required by these Minimum Standards, all Operators shall maintain the following insurance:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) for each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida.
- **Storage Tank/Environmental Liability.** Storage Tank/Environmental Liability with not less than One Million Dollars (\$1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages at each location and Two Million Dollars (\$2,000,000) annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.
- **Excess Liability Insurance.** Excess Liability insurance coverage with a minimum /limit of Twenty-Five Million (\$25,000,000) for all Aeronautical Activities to be performed by the Operator at the Airport. An Operator may satisfy the minimum limits required for Commercial General Liability/Airport Liability and/or Commercial Auto Liability and/or Environmental Impairment Liability coverage under Umbrella or Excess Liability Insurance. The Authority, its commissioners, directors, managers, employees, and agents shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a "Follow-Form" basis.

Hearing. Applications to conduct Aircraft Self-Fueling require a public hearing.

ARTICLE 20 **AIRCRAFT SALES OPERATOR**

An Aircraft Sales Operator shall comply will the General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator’s Aeronautical Activities, but not less than the following.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
Land	43,560	
Aircraft Hangar	10,000	
Aircraft Hangar Apron	10,000	
Administrative Area	500	Shall include dedicated space for employee offices, shops, parts and equipment and storage
Customer Service Area	500	Shall include customer lounge and restrooms

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport taxiway system. The paved access shall meet all applicable Airport and FAA standards for the largest Aircraft anticipated to be used in Operator’s facility.

Vehicle Parking. All Operators shall provide at least ten paved automobile parking spaces, or the number of parking spaces required by applicable Federal, State, or local codes and regulations, whichever is greater, within its leasehold. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Aircraft. All Operators shall have available or on call at least one (1) Aircraft in its listed inventory or authorized product line. Operators offering for sale new Aircraft shall provide demonstrations of additional models of the manufacturer for which a dealership is held. Operators offering for sale used Aircraft shall have reasonable access to Aircraft offered for sale for the purpose of demonstration. Any Aircraft stored on the Leased Premises must have a written agreement that clearly establishes the fact that the Aircraft is offered for sale.

Licenses and Certifications. All Operators engaged in new Aircraft sales shall hold an authorized factory sales or distributor franchise or sub-dealership. All Operators engaged in the sale of used Aircraft must conform to the provisions of FAA Regulations, Part 47, Subpart C, and possess a valid “Dealers Aircraft Registration Certificate,” FAA form 8050. All Operators shall hold applicable licenses or permits required by any law or regulation.

Personnel. All Operator shall employ and have on duty during all required hours of operation, trained personnel in such numbers as are required to meet these Minimum Standards in an efficient manner, but no less than one (1) properly certified and qualified commercial pilot that holds the appropriate ratings and medical certification to provide flight demonstration and check rides for the Aircraft the Operator intends to sell. The Operator shall also provide one (1) customer service rep. A commercial pilot may serve as the customer service rep unless the commercial pilot is performing duties off the Operator’s Leased Premises.

Warranty and Repair. All Operators shall provide satisfactory arrangements for repair and servicing of Aircraft sold for the duration of any sales guarantee or warranty period only. All Operator shall also provide an adequate inventory of spare parts for the type of Aircraft it sells. Operator may provide servicing facilities through a written agreement with an MRO at the Airport.

Hours of Operation. All Operators shall have their business open to the public not less than eight (8) hours a day, five (5) days per week. All Operators shall make provision for someone to be always in attendance in the office during the required hours of operation.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall provide and maintain the following insurance:

- Commercial General Liability or Airport Liability. Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) for each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida.
- Hangar Keeper's Liability. Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- Commercial Auto Liability. Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Hearing. Applications to conduct or engage in Aircraft Sales require a public hearing.

ARTICLE 21
AIRCRAFT ASSEMBLY OPERATOR

All Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator's Aeronautical Activities, but not less than the following minimum requirements.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
Land	43,560	
Aircraft Hangar	10,000	
Aircraft Hangar Apron	10,000	
Administrative Area	1,000	Shall include dedicated space for employee offices, shop areas, parts, and equipment storage.
Customer Service Area	1,000	Shall include customer lounge and restrooms.

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport's taxiway system. Such taxiway access shall meet all applicable Authority and FAA standards for the largest general aviation Aircraft type normally expected to use the Operator's facilities.

Vehicle Parking. All Operators shall provide at least ten (10) paved automobile parking spaces, or the number of parking spaces required by applicable federal, state, or local codes and regulations, whichever is greater, within its Leased Premises. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Aeronautical Activities. Operators may conduct the following Aeronautical Activities:

- Aircraft Assembly Service Facility.
- Flight Training in Assembly Made Aircraft.
- Aircraft lease and/or rental of Assembly Made Aircraft.
- Sale and dispensation of aviation fuels and oils by arrangement with an FBO who the responsible party for is the fueling equipment and fueling personnel.
- Aircraft storage of Assembly Made Aircraft that it exclusively manages.
- Aircraft ramp service and tie-downs for Assembly Made Aircraft.
- Aircraft catering arrangements.
- Aircraft Management and On Demand Aircraft Charter of Assembly Made Aircraft that it owns or leases.
- Aircraft sales of Assembly Made Aircraft.

Prohibit Activities. Except for the fueling of Operator's Aircraft by an FBO at the Airport, Operators shall not provide any other Aeronautical Activity by an FBO or SASO on Operator's Leased Premises.

Salvage Operations. Operators shall not store Aircraft, vehicles, or equipment for salvage operations. Any Aircraft components, instruments, parts, and equipment stored on the Leased Premises must be assembled by the Operator, owned by the Operator, or serviced by the Operator.

Aircraft Fueling. Any Aircraft fueling performed on the Leased Premises may only be performed through arrangement with an FBO, who may locate its fuel truck or transportable fuel tank on the premises. Only Assembly Made Aircraft conducting business on the premises may be fueled on the Leased Premises. Fuel storage and distribution facilities shall be approved by the Authority in advance and in writing and shall meet all applicable safety standards and regulations of the aviation fueling industry, Department of Environmental Protection, the NFPA, the Authority's Airport Certification Manual, and shall be acceptable to the FAA. The Authority and other governmental agencies with jurisdiction may inspect these facilities at any time to assure compliance with these Minimum Standards and all other applicable established rules, regulations, and standards.

Defueling. Operators may only defuel customer's Aircraft as required for Aircraft assembly, maintenance, and repair. All Operator employees engaged in defueling and refueling shall be trained in an FAA approved 14 CFR Part 139.321 fire safety program. Defueling and refueling shall not be construed to permit any Operator to engage in the sale or dispensing of fuels, which Aeronautical Activity is specifically reserved for FBOs. All Operators conducting defueling and refueling of Aircraft shall have adequate and proper fuel storage, provide the Authority with an SPCC Plan for defueling, refueling, and fuel storage, and conform to these Minimum Standards.

Equipment. All Operators shall provide and have readily available all tools and equipment for performance of the Operator's Aeronautical Activities in accordance with the manufacturer's specifications, and 14 CFR Part 145 FAA-approved Repair Station Manual.

Licenses and Certifications. Operators shall be properly certificated by the FAA as a Repair Station. All Operators shall obtain and maintain all necessary personnel and certifications from the FAA and/or any other authority with jurisdiction where the same are required to conduct the Operator's Aeronautical Activities. All Operator employees shall be properly certificated by the FAA and hold the appropriate ratings

and licenses for the work being performed. All Operator employees providing flight demonstrations in all Aircraft offered for sale shall be properly certificated by the FAA and hold all appropriate ratings and medical certifications.

Personnel. All Operators shall employ the number of employees as required by the FAA-approved Repair Station Manual in accordance with 14 CFR Part 145. Operators shall employ and have on duty during the required hours of operation, an adequate number of properly qualified and, where applicable, licensed personnel to provide the level of service commensurate with the Operator's Aeronautical Activities conducted by the Operator, and as required by these Minimum Standards. The Operator's office shall always be attended to during the required hours of operation. Cross-utilization of personnel between Aeronautical Activities conducted by Operators will be permitted only to the extent that personnel qualifications and licensing requirements are fully met, and providing that minimum required personnel is maintained as follows:

- Training and documentation of training shall meet the requirements of 14 CFR 139.321.
- A minimum of one (1) FAA certified airframe and engine mechanic shall be on duty during the hours of operation.
- When requested by the Authority, Operators shall provide a list of all designated fuel service technicians, their training documentation, and their work hours.
- A minimum of one (1) properly certified commercial pilot or flight instructor.

Hours of Operation. All Operators shall have their business open to the public no less than eight (8) hours per day, five (5) days per week.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall obtain and maintain the following insurance:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.
- **Hangar Keeper's Liability.** Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- **Storage Tank/Environmental Liability.** Storage Tank/Environmental Liability with not less than One Million Dollars (\$1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages at each location and Two Million Dollars (\$2,000,000) annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or

equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Hearing. Applications to conduct or engage in Aircraft Assembly require a public hearing.

ARTICLE 22 **NOT-FOR-PROFIT FLYING CLUB OPERATOR**

Any Not-for-Profit Flying Club desiring to base their Aircraft at the Airport and operate at the Airport shall comply with the General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Application Process. All Applicants who wish to conduct a Not-for-Profit Flying Club desiring to base their Aircraft at the Airport and operate at the Airport shall submit the following information to the Authority with their Application:

- Names and addresses of members, officers, directors, manager, and constituent legal authority.
- Names and addresses of individuals designated by Flying Club as a “responsible individual” for receipt of communications regarding Flying Club.
- Statement describing legal format of Flying Club.
- Copies of all agreements under which Flying Club operates.
- Copies of registration certificates of all Aircraft owned by Flying Club.
- Income and Disbursement statement for proceeding calendar or fiscal year sufficient to demonstrate the Flying Club operated on a non-profit basis during such time.
- Copies of any lease agreements.
- Copy of Flying Club operating rules.

Application Updates. All information submitted with a Flying Club’s Application shall be updated and provided annually to the Authority.

Non-Profit Status. All Flying Clubs must be a non-profit organization and provide evidence of their non-profit status, which evidence shall be substantiated by documentary proof by the Director of the Internal Revenue Service and furnished to the Authority.

Property Rights. The property rights of all Flying Club members shall be equal, and no part of the Club’s net earnings shall inure to the benefit of any member of the Club in any form such as salaries, bonuses, or in any other way. Flying Clubs may not derive greater revenue from the use of its Aircraft beyond the amount necessary for the operations, maintenance, and replacement of the Flying Club’s Aircraft and facilities.

Membership Classes. All Flying Club members shall have equal rights and obligations unless the sole basis for any membership classification is the differing minimum experience or license qualifications required for operation of various kinds of Flying Club Aircraft. Flying Clubs shall not establish differing Aircraft use rates to be paid by the Flying Club members unless such rate differences are based upon different kinds of club Aircraft, and/or different conditions under which Flying Club Aircraft are used, and unless such rates are uniformly applied to all Flying Club members.

Mechanics Who Are Members. Any qualified mechanic who is a registered member of a Flying Club shall not be restricted from doing maintenance work on Aircraft owned by the Flying Club and the Flying Club shall not become obligated to pay for such maintenance work, except that such mechanics may be compensated by credit against payment of dues or flight time.

Aircraft. The lease or ownership of Aircraft in a Flying Club must be vested in the name of the Flying Club or owned or leased on a pro rata basis by all members of the Flying Club. Flying Club Aircraft may be obtained, managed, operated, and maintained in any of the following ways:

- **Straight Lease or Rental.** Flying Clubs may rent or lease Aircraft from an FBO for a minimum number of hours each month. In such case the Flying Club will assume no responsibility for direct management or operations, and maintenance will be the responsibility of the FBO.
- **Lease Purchase.** Flying Clubs may lease an Aircraft from an off-Airport leasing company for the Flying Club's exclusive use for an initial period of one year or more. Management and operations of the Aircraft may be assumed by Flying Club members or may be contracted to an FBO.
- **Direct Purchase.** Flying Clubs may purchase Aircraft and assume direct responsibility for the management, operations, and maintenance of the Aircraft.
- **Combination.** Flying Clubs having several Aircraft, may use any combination listed here.

Service to the General Public. Flying Clubs may not solicit, offer, or conduct On Demand Aircraft Charter or Flight Training and Aircraft Rental operations to the public. Flying Clubs may also not solicit, offer, or permit its Aircraft to be utilized for the giving of flight instruction to any individual, including members of the Flying Club owning the Aircraft, when such individual pays or becomes obligated to pay for such instruction, except when instruction is provided by an FBO or SASO with an Agreement or a Permit with the Authority. All Flying Clubs shall be prohibited from leasing or selling any goods or services whatsoever to any individual other than to a member of the Flying Club, except that said Flying Club may sell or exchange its capital equipment for replacement or liquidation purposes.

Advertising. Flying Clubs may advertise for new members, but only in the name of the Flying Club. Flying Clubs may not advertise to offer goods or services to the public, which are prohibited by this Article.

Records. Flying Club books and records shall be available for inspection at any reasonable time by the Authority, or its authorized agent. The Authority may require that relevant records be maintained by the Flying Club according to standards specified by the Authority.

Hearing. Applications to conduct a Not-for-Profit Flying Club require a public hearing.

ARTICLE 23 **SPECIALIZED SERVICE OPERATOR**

All Specialized Service Operators (SASO) shall comply will the General Requirements of these Minimum Standards and the Minimum Standards included in this Article as follows:

- All Operators shall have adequate Land and Improvements to conduct all Aeronautical Activities approved to by the Authority.
- All Operators shall provide sufficient Personnel to conduct their Aeronautical Activities in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Aeronautical Activities.
- All Operators shall have either owned or under written lease to and under the full and exclusive control of the Operator, sufficient Aircraft, vehicles, equipment, as approved by the Authority.

- All Operators shall have sufficient materials, tools, equipment, and supplies readily available to conduct the Operator's Aeronautical Activities.
- All Operators shall be open for business and available to the public during all hours of operation maintained by qualified and experienced Persons engaging in similar Aeronautical Activities at comparable Airports as approved to by the Authority. All Operators shall be available to meet the reasonable demands of customers for the Aeronautical Activities conducted.

Hearing. Applications to provide a Specialized Service Aeronautical Activity require a public hearing.

ARTICLE 24
CONTRACTED AERONAUTICAL ACTIVITIES

Any Person may execute an Agreement with an FBO to provide an Aeronautical Activity, provided the FBO meets the Aeronautical Activity requirements listed in these Minimum Standards.

ARTICLE 25
COMBINED AERONAUTICAL ACTIVITIES

Any Person conducting a combination of specific Aeronautical Activities listed in these Minimum Standards shall be required to duplicate the requirements of the individual Aeronautical Activities, except for Flight Training and Aircraft Rental, which Aeronautical Activities may be conducted together, Aircraft Management and On Demand Aircraft Charter, which Aeronautical Activities may be conducted together, and Aircraft Maintenance and Repair and Avionics Maintenance and Repair, which Aeronautical Activities may be conducted together. This Article does not apply to Aircraft Self-Fueling Operators who shall instead be required to comply with the greater of a) the Minimum Standards by category specific to Aircraft Self-Fueling Operators as defined in Article 19 herein, or b) the combined Minimum Standards by category specific to all other Aeronautical Activities conducted at the Airport by the Aircraft Self-Fueling Operator. In the event one Aeronautical Activity requires a public hearing, all Aeronautical Activities must be presented at a public hearing.

ARTICLE 26
AUTHORITY OWNED AIRCRAFT HANGARS

These Minimum Standards are waived and shall not apply to Aircraft Hangars owned and/or operated by the Authority.

ARTICLE 27
WAIVER OF MINIMUM STANDARDS

The Authority may, in its sole discretion, waive all or any portion of these Minimum Standards for itself or for the benefit of government or governmental agencies performing not-for-profit Aeronautical Activities if those Aeronautical Activities are performed for:

- The public in time of an emergency.
- Emergency medical or rescue services to the public by means of Aircraft.
- Fire prevention or firefighting operations.

The Authority may further temporarily waive or reduce in part any Minimum Standards for non-governmental Persons where the Authority deems for itself that such a waiver or reduction to be in the best interest of the Airport.

SARASOTA MANATEE AIRPORT AUTHORITY

By:

Chairman

Date: _____

ATTEST

By:

Secretary

Date: _____

ADDENDUM NO. I

**APPLICATION TO CONDUCT AERONAUTICAL ACTIVITIES
AT
SARASOTA BRADENTON INTERNATIONAL AIRPORT**

SECTION I – REQUIRED DOCUMENTATION.

Applicants shall complete all sections in this Application to Conduct Aeronautical Activities at Sarasota Bradenton International Airport (Application) and shall submit with this Application all documentation requested below and elsewhere in this Application to the Sarasota Manatee Airport Authority (Authority) including, but not limited to, copies of the following documentation.

A. Florida Corporate/Business Registration.

B. Company Officers and Legal Counsel.

- a. Name, Address, Telephone, Email Address, Resumes and/or Bios.
- b. CEO
- c. COO
- d. CFO
- e. Legal Counsel

C. Financial Statements and Bank Documents.

- a. Audited Statements, if available,
- b. Unaudited Statements, signed by CPA,
- c. Funding Commitments,
- d. Recent Federal Tax Return, and/or
- e. Bank Statements.

D. Licenses and Certifications.

- a. Active FAA licenses and certifications.

E. Aircraft Registrations.

- a. Year, make, model and FAA registration number.

F. Business and Marketing Plan.

Applications will not be considered until all documentation requested above and elsewhere herein has been received by the Authority. Applications submitted without all documentation requested will be considered void. The Authority reserves the right to accept, reject, or request additional documentation at any time to evaluate the technical and financial capability of any applicant to safely and effectively conduct the activities requested to be performed. The submittal of supplementary information, tables, charts, graphs, diagrams, photographs, and exhibits shall be optional. Upon completion of the Application, the applicant shall sign the Application in the presence of a notary or a witness, whose relationship to the applicant shall be disclosed in the Application.

SECTION II – GENERAL INFORMATION.

A. Individual or Entity Identification.

1. Registered Legal Name.

Name: _____

2. Business or Trade Name, if different than Legal Name.

Name: _____

3. Primary Office Address.

Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: (____) ____ - _____
Email Address: _____

4. Airport Address, if different than above.

Address: _____
City: _____ State: _____ Zip: _____
Telephone: (____) ____ - _____
Email Address: _____

5. Applicant's officers in charge as listed on the applicant's corporate/business registration to do business in the State of Florida. A resume and/or bio for each officer is required to be submitted.

President/CEO, or Equivalent.

Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: (____) ____ - _____
Email Address: _____

Chief Operating Officer/COO or Equivalent.

Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: (____) ____ - _____
Email Address: _____

Chief Financial Officer/CFO, or Equivalent.

Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: (____) ____ - _____
Email Address: _____

Applicant's Registered Agent/Representative for all legal notices.

Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: (____) ____ - _____
Email Address: _____

6. Type of Applicant, Tenant, or User.

- a. Lessee Sublessee Temporary

7. Type of Legal Entity.

- a. Sole Proprietor (Submit Attachment 1-A)
 b. Partnership (Submit Attachment 1-B)
 c. Corporation (Submit Attachment 1-C)
 d. Limited Liability Company (Submit Attachment 1-D)
 e. Other (Provide identify and location)

B. Propose Aeronautical Activities.

Identify the proposed Activities to be conducted and the number of years of experience the Applicant has in the proposed Activities.

- | | |
|---|--|
| <input type="checkbox"/> Fixed Base Operator | <input type="checkbox"/> Aircraft Self-Fueling Operator |
| <input type="checkbox"/> Aircraft Maintenance and Repair Operator | <input type="checkbox"/> Aircraft Sales Operator |
| <input type="checkbox"/> Avionics Maintenance and Repair Operator | <input type="checkbox"/> Aircraft Assembly Operator |
| <input type="checkbox"/> Flight Training and Aircraft Rental Operator | <input type="checkbox"/> Nor-for-Profit Flying Club Operator |
| <input type="checkbox"/> Aircraft Management and Charter Operator | <input type="checkbox"/> Specialized Service Operator |
| <input type="checkbox"/> Aircraft Storage Operator | |

Identify all aviation businesses owned and/or operated by the Applicant (past and present). Include the name and location of the aviation business (airport, city, and state), the type of aviation business owned and/or operated by the Applicant, and provide contact information for the airport manager on a separate sheet and identify it as Attachment 3-A.

C. References.

Commercial References.

Provide the names of three (3) commercial references who can verify the Applicant's qualifications and experience to engage in the activities proposed to be conducted, as identified in this Application.

- Name: _____ Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Telephone: (____) ____ - _____
 Email Address: _____
- Name: _____ Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Telephone: (____) ____ - _____
 Email Address: _____

3. Name: _____ Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: (____) ____ - _____
Email Address: _____

Banking References.

Provide the names of three (3) bank officer references who can verify the Applicant's existing financial resources and/or funding to engage in the activities proposed, as identified in this Application.

1. Name: _____ Title: _____
Bank: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: (____) ____ - _____
Email Address: _____

2. Name: _____ Title: _____
Company: _____
Bank: _____
City: _____ State: _____ Zip: _____
Telephone: (____) ____ - _____
Email Address: _____

3. Name: _____ Title: _____
Company: _____
Bank: _____
City: _____ State: _____ Zip: _____
Telephone: (____) ____ - _____
Email Address: _____

Professional References.

Provide the names of three (3) professional references of licensed attorneys and/or certified public accountants who can verify the Applicant's legal and financial internal controls necessary to engage in the activities proposed to be conducted, as identified in this Application.

1. Name: _____ Title: _____
Firm: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: (____) ____ - _____
Email Address: _____
State License Number: _____

2. Name: _____ Title: _____
Firm: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: (____) ____ - _____
Email Address: _____
State License Number: _____

3. Name: _____ Title: _____
Firm: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: (____) ____ - _____
Email Address: _____
State License Number: _____

SECTION 3 - LEGAL DISCLOSURES.

A. Affirmative Statements.

Respond to all questions below and attach a list of the Applicant's partners (if partnership), members (if limited liability company), or directors, officers, and major shareholders (if corporation). A major shareholder shall be defined as an individual or entity owning twenty-five percent (25%) or more of the Applicant's outstanding common or preferred stock.

1. Has the Applicant ever been convicted of a felony or a crime involving fraud, theft, or dishonesty? If yes, please give date, place, and nature of conviction(s) on a separate sheet and identify it as Attachment 2-A.
2. Over the last 10 years, has the Applicant or any entity the Applicant has held an ownership interest in been convicted of violating any Legal Requirement related to, associated with, or that involved the proposed activities, or any other activities normally occurring at or associated with an airport? If yes, please give date, place, and nature of violation(s) on a separate sheet and identify it as Attachment 2-B.
3. Have any restrictions ever been placed on the Applicant or any entity the Applicant has held an ownership interest in by any governmental agency related to, associated with, or that involved the proposed activities, or any other activities normally occurring at or associated with an airport? If yes, please give date, place, and nature of the restriction(s) on a separate sheet and identify it as Attachment 2-C.
4. Over the last ten (10) years has the Applicant had any past or pending judicial, regulatory, or administrative proceedings, investigations, arbitrations, mediations, claims, judgments, liens, or litigation against the Applicant or any entity the Applicant has held or currently holds an ownership interest in? If yes, please give date, place, and nature of the action(s) on a separate sheet and identify it as Attachment 2-D.
5. Has the Applicant (or any entity the Applicant has held or currently holds an ownership interest in) been involved with, ever had a bond or surety canceled or forfeited, been declared bankrupt, filed a petition?
6. in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court? If yes, please give date, place, and nature of proceeding(s) on a separate sheet and identify it as Attachment 2-E.
7. Has any lease, use, or operating agreement for airport land and/or Improvements or General Aviation Commercial Aeronautical Activities held by Applicant (or any entity the Applicant has held or currently holds an ownership interest in) ever been placed in default, cancelled, or terminated (prior to scheduled expiration)? If yes, please give date, place, and nature of the default, cancellation, or termination on a separate sheet and identify it as Attachment 2-F.
8. Does any member of the Authority, its governing body, employees, or outside advisors, or any federal, state, or local elected or public official or staff member have any direct or indirect financial interest in the Applicant or the Applicant's proposed operations? If yes, please provide the name(s)

of such individual(s) and describe the relationship(s) on a separate sheet and identify it as Attachment 2-G.

9. If the Applicant is owned, controlled, or licensed, in whole or part, by another entity, individual, partnership, limited liability company, or corporation, provide the name of the entity on a separate sheet and identify it as Attachment 2-H.
10. Identify any agreements or contracts existing, proposed, or currently being negotiated with related individuals or entities pertaining to the proposed activities on a separate sheet and identify it as Attachment 2-I.
11. If the Applicant has used or currently uses trade names or has done or currently does business under other names, fictitious or otherwise, provide the names of those entities on a separate sheet and identify it as Attachment 2-J
12. Provide a list of the last 10 years of any pending insured or uninsured claims against the Applicant (or any entity the Applicant has held or currently holds an ownership interest in) on a separate sheet and identify it as Attachment 2-K. Please give date, place, and nature of the claim(s) and whether and to what extent insurance and/or reserves have been maintained by the Applicant to cover the claim(s).

B. Applicant Declarations.

The undersigned Applicant acknowledges, under penalty of perjury, that:

Applicant declares that it is fully qualified, experienced, capable, and competent to lease land and/or Improvements at the Sarasota Bradenton International Airport (Airport) and engage in the activities to be conducted at the Airport and is fully aware and understands all the requirements associated with doing so.

Applicant declares that it is fully aware of and understands the conditions or circumstances which exist in the aviation industry, the community, the marketplace, and at the Airport.

The Applicant declares that it understands that any entity desiring to engage in Activities at the Airport must fully comply with the Airport's Primary Management and Compliance Documents.

1. Applicant declares that it has provided all the information, data, and documentation requested by the Authority and it is true, accurate, and complete.
2. Applicant declares that it acknowledges and fully understands that all the information submitted by the Applicant and all the warranties and representations made by the Applicant including, but not limited to, those pertaining to the Applicant's qualifications, experience, capabilities, and competencies will be relied on by the Authority.
3. Applicant declares that it acknowledges and understands that the Authority has the right to request additional or supplemental information or clarification, in any area, from Applicant.
4. Applicant declares that it acknowledges and fully understands that the Authority has the right to conduct any inquiries or investigations the Authority considers appropriate with respect to, but not limited to, the qualifications, experience, capabilities, competence, or the reputation of Applicant and/or any or all the information submitted by Applicant. Applicant authorizes the release of all information sought by the Authority in such inquiry or investigation.
5. Applicant declares that it or any party directly related to or associated with the Applicant (e.g., Applicant's friends, families, outside advisors, vendors, suppliers, agents, or other representatives) have not and will not contact, either on an individual or collective basis, the Authority (its employees

or outside advisors) or any federal, state, or local elected or public officials or staff members regarding this application unless prior written approval has been obtained from the Authority.

6. Applicant declares that it is responsible for all costs and expenses incurred by the Applicant in connection with the Application. Applicant fully understands that all information submitted or provided by the Applicant shall become the property of the Authority and shall not be returned to the Applicant.

By affixing my authorized signature, I hereby certify and declare that I am the _____ (Title) and the duly authorized representative of _____ (Applicant's Name). I possess the legal authority to make this statement on behalf of Applicant and I do solemnly declare and affirm under penalty of perjury that I fully understand, accept, agree to, and will comply fully with the terms, conditions, and provisions of this Application and this statement.

APPLICANT

Signature

Name

Title

Date

WITNESS

Signature

Name

Title

Date

APPLICANT'S AFFIDAVIT

Affiant, _____, of the municipality of _____, in the County of _____, and the State of _____, of full age, being first duly sworn according to law on my oath, deposes and states that:

- A. Affiant states that this Application is genuine; that it is not a sham or collusive in any way; that it (and all the information provided in conjunction with it) is true, accurate, and complete; and that it is not made in the interest of or on the behalf of any entity not named or disclosed herein.
- B. Affiant does hereby state that neither the Applicant nor any of Applicant's officers, partners, owners, shareholders, agents, representatives, employees, or parties in interest, has, in any manner conspired, colluded, connived, or agreed, directly or indirectly, with any person, firm, corporation, or other applicant or potential applicant to unfairly compete or compromise, in any way, the application process and the Applicant has not paid or agreed to pay, directly or indirectly, any person, partnership, company, association, organization, corporation, or any other applicant or any potential applicant and has not paid any money or provided any other valuable consideration to any party for providing assistance in seeking acceptance of the Application or attempting to seek acceptance of the Application or fix the proposed terms, conditions, or provisions of this Application or any other application of any other Applicant, and hereby states that no such money or other reward will be hereinafter paid.
- C. Affiant further states that the Applicant (or any partner, member, director, officer, shareholder, agent, representative, or employee of the Applicant) or any parties holding an ownership interest in the Applicant has not recommended or suggested to the Authority or any of its officers, agents, representatives, employees, or parties in interest, any of the terms, conditions, or provisions not set forth in this Application, except at a meeting open to all interested applicants, where notice was given.
- D. Affiant further states that the Applicant (or any partner, member, director, officer, shareholder, agent, representative, or employee of the Applicant) or any parties holding an ownership interest in the Applicant is not a member of the Authority (its employees or outside advisors) nor a federal, state, or local elected or public official or staff member or is a related party except as noted herein below:

APPLICANT

Signature

Name

Title

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022 by _____ who is personally known to me or has produced _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

SECTION IV – BUSINESS AND MARKETING PLAN

The Applicant shall provide a complete Business and Marketing Plan that includes the following information, budgets, forecasts, schedules, maps, drawings, and exhibits.

- A. Executive Summary: This section outlines the Applicant's business and includes the mission statement along with any information about the company's leadership, employees, operations, and location.
- B. Products and Services: Here, the Applicant can outline the quality and quantity of products and services it will offer, and may should include pricing, product lifespan, and benefits to the customer. Other factors that may go into this section include sales, assembly and servicing processes, any patents the Applicant may have, as well as proprietary technology.
- C. Market Analysis: A firm needs a good handle on its industry as well as its target market. This section of the plan will detail a company's qualifications, experience, capabilities, and competencies and those of its competition and how the Applicant fits in the industry, along with its relative strengths and weaknesses. It will also describe the expected consumer demand for a company's products or services and how easy or difficult it may be to grab market share from incumbents.
- D. Marketing Strategy: This section describes how the Applicant will attract and keep its customer base and how it intends to reach the consumer. A clear distribution channel must be outlined. The section also spells out advertising and marketing campaign plans and the types of media those campaigns will use.
- E. Financial Planning: This section should include a company's financial planning and forecasted revenue and expense projections. Financial statements, balance sheets, and other financial information may be included for established businesses. New businesses will include targets and estimates for the first few years plus the source of funding for the proposed Improvements, a description of potential investors, and the schedule for the development and completion of the proposed initial investment in land and improvements.
- F. Capital and Operating Budget: Every Applicant needs to have budgets in place. This section should include a capital budget for initial startup costs and investment in buildings, aircraft, vehicles, tools and equipment, and an initial annual operating budget for personnel, rent, utilities, costs of materials and services, and all other reoccurring expenses related to the business.
- G. Land and Improvements: This section should outline the Applicant's proposed lease of land, buildings, and improvements to conduct the Applicant's Activities in accordance with the Minimum Standards for Aeronautical Activities at the Airport. Details should include at a minimum a detailed description of the size and location of the proposed premises, including maps, photographs, drawings, and exhibits, and the proposed length of lease based on an acceptable amortization schedule of the Applicant's initial capital investment in land and improvements only. Fair market value rents, fees, and charges will be determined by the Authority and will be subject to adjustments during the term of any lease in accordance with FAA regulations.

If a **SOLE PROPRIETOR**, complete the following:

The Applicant warrants that:

- A. The undersigned is an individual doing business under the name of _____ in the municipality of _____, in the County of _____ in the State of _____.
- B. Date operations began: _____
- C. Is the Sole Proprietorship qualified to do business in the State of Florida?
- a. YES NO
- b. If a foreign Sole Proprietorship (not from Florida), please provide the "business qualification" number from the Florida Secretary of the State (No. _____) and attach a copy of business qualification certificate.

If a **PARTNERSHIP**, complete the following:

The Applicant warrants that:

A. The undersigned is an individual doing business under the name of _____ in the municipality of _____, in the County of _____ in the State of _____.

B. Describe type of partnership (check one)

- a. General Partnership Joint Venture
 b. Limited Partnership Other (identify): _____

C. Date Partnership was formed: _____

D. Is the Partnership qualified to do business in the State of Florida? a. YES NO

b. If a foreign Partnership (not from Florida), please provide the "business qualification" number from the Florida Secretary of the State (No. _____) and attach a copy of business qualification certificate.

E. Has the partnership been recorded? (If yes, please indicate where and when?)
 i. Yes, when _____, where _____ No

F. The following is a complete and accurate list of names of the partners – if necessary, attach a separate sheet and identify as List of Partners.

Name/Title	Business Address	City	State	Zip

If a **CORPORATION**, complete the following:

The Applicant warrants that:

A. The undersigned is a duly authorized officer acting as _____ (title) of _____ (Applicant company name) a corporation organized on _____ (date) and existing under the laws of the State of _____.

B. Is the corporation in good standing? (If yes, attach a current copy of the certificate of good standing)
a. YES NO

C. Is the corporation qualified to do business in the State of Florida?
a. YES NO
b. If a foreign corporation (not incorporated in Florida), please provide a copy of the authorization to do business in the State of Florida issued by the Secretary of the State Corporation Commission and identify it as Business Authorization.

D. The corporation is: (check one)
a. Public Private
b. If a publicly traded corporation, how and where is the stock traded?

E. The following is a complete and accurate list of officers, directors, and major shareholders (having an ownership interest of 33% or more) of the corporation – if necessary, attach a separate sheet and identify as Corporation Officers, Directors, and Major Shareholders.
a. **NOTE:** If the corporation is listed on the New York or American Stock Exchange and its last annual statement and report is submitted herewith, the names of shareholders need not be listed on this form)

Name/Title	Business Address	City	State	Zip

F. The following officer is duly authorized to sign the Application submitted on behalf of the corporation: _____

G. Attach a copy of the corporate bylaws or corporation resolution authorizing this officer and identify as Corporation Bylaws or Resolution.

If a **LIMITED LIABILITY COMPANY**, complete the following:

The Applicant warrants that:

- A. The undersigned is a duly authorized officer acting as _____ (title) of _____ (Applicant company name), a limited liability company organized on _____ (date) and existing under the laws of the State of Florida.
- B. Is the limited liability company in good standing? (If yes, attach a current copy of the certificate of good standing)
 - a. YES NO
- C. Is the limited liability company qualified to do business in the State of Florida?
 - a. YES NO
- D. If a foreign limited liability company (not from Florida), provide a copy of the authorization to do business in the State of Florida issued by the Secretary of the State Corporation Commission.
- E. The following is a complete and accurate list of members of the limited liability company – Attach separate sheet identified as Limited Liability Company Members if preferred or necessary.

Name/Title	Business Address	City	State	Zip

- F. The following members are duly authorized to execute agreements on behalf of the limited liability company – attach a copy of articles of organization and operating agreement authorizing these members.

Name/Title	Business Address	City	State	Zip

ADDENDUM NO. II

**SAMPLE TERM SHEET
FOR
LEASE AND DEVELOPMENT AGREEMENTS**

TERM SHEET

LEASE AND DEVELOPMENT AGREEMENT

Premises Description.

Parcel A

Quadrant _____
Land in SF _____
Hangars in SF _____
Shops/Offices in SF _____
Vehicle Parking in SF _____
Ground Water Area in SF _____

Parcel B in SF

Quadrant _____
Land in SF _____
Hangars in SF _____
Shops/Offices in SF _____
Vehicle Parking in SF _____
Ground Water Area in SF _____

Environmental Condition of Premises.

Authority to provide Phase I environmental assessment. Phase I assessment shall serve as the baseline condition for lease unless Lessee provides a second Phase I assessment or a Phase II assessment is performed. Authority reserves the right to mitigate or not to mitigate any findings. Lessee may terminate based on the results of any assessment.

Use of Premises.

Parcel A

Minimum Standards, Aeronautical Activity, Article No. _____
Minimum Standards, Aeronautical Activity, Article No. _____

Parcel B

Minimum Standards, Aeronautical Activity, Article No. _____
Minimum Standards, Aeronautical Activity, Article No. _____

Initial Rent for Premises.

Parcel A

Land/SF/Year _____
Hangars/SF/Year _____
Apron/SF/Year _____
Shops/Office/SF/Year _____
Vehicle Parking/SF/Year _____
Ground Water Area/SF/Year _____

Parcel B

Land/SF/Year _____
Hangars/SF/Year _____
Apron/SF/Year _____
Shops/Office/SF/Year _____
Vehicle Parking/SF/Year _____
Ground Water Area/SF/Year _____

Stormwater Area Rent. Rent for use of the Authority’s off-site storm management system shall be equivalent to 15% of the total land rent for all parcels.

Rent Adjustments. Three (3) Year CPI through the term of the lease, subject to 9% cap at the time of adjustment.

Rent on Improvements. Based on fair market value appraisal by an MAI selected by the Authority, applied at the beginning of each Renewal Term, with three (3) Year CPI adjustments thereafter.

Landing Fees. Authority reserves the right to access a landing fee at any time to all tenants and users.

Fuel Flowage Fees. N/A

Minimum Investment. (Less aircraft, vehicles, tools, and equipment).

Parcel A - \$ _____

Parcel B - \$ _____

Amortization of Investment. (Straight line depreciation with no residual value over the Initial Term of the lease).

Parcel A in Years (Same as Initial Term) _____

Parcel B in Years (Same as Initial Term) _____

Construction of Improvements. (Design subject to approval by Authority at 30%, 65% and 100%).

Parcel A

Hangars in SF _____
Apron in SF _____
Shops/Office in SF _____
Vehicle Parking in SF _____

Parcel B

Hangars in SF _____
Apron in SF _____
Shops/Office in SF _____
Vehicle Parking in SF _____

Effective Date. Upon approval by the Authority Board and execution date by both parties.

Commencement Date. Upon receipt of Certificate of Occupancy or beneficial occupancy of the premise.

Inspection Period. _____ days immediately following the later of the Effective Date or Lessee’s receipt of Phase I environmental assessment. Lessee may terminate during the Inspection Period without cause.

Initial Term. _____ years following Commencement Date.

Renewal Term. One _____ year renewal, subject to Lessee’s compliance with all terms, covenants, and conditions

Assignment and Subleasing. Authority approval required for all assignments and subleases, except hangar rental. Copies of all subleases shall be provided to the Authority for review and/or approval.

Minimum Insurance Requirements.

Commercial General Liability/Airport Liability	\$10M per occurrence
Hangar Keepers Liability	\$10M per aircraft, \$20M per occurrence
Commercial Auto Liability	\$5M “All” automobiles
Property Wind & Flood	100% Replacement Value
Workers Comp/Employee Liability	Federal and State Requirements
Storage Tank Third Party Liability	\$1M per occurrence, \$2M aggregate
Umbrella/Excess Liability	\$10M/\$20M all operations, as required.

Indemnification and Subrogation.

Required indemnification for the Authority, its Board commissioners, officers, employees, and agents, except resulting from the Authority’s gross negligence or willful misconduct. Required Waiver of Subrogation in favor of the Authority for each policy maintained by Operator.

SARASOTA MANATEE AIRPORT AUTHORITY

OPERATOR: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WITNESS to AUTHORITY

WITNESS to OPERATOR

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM NO. III

RULES AND REGULATIONS

FOR

SARASOTA BRADENTON INTERNATIONAL AIRPORT

Sarasota Bradenton International Airport



RULES & REGULATIONS

As approved by the
SARASOTA MANATEE AIRPORT AUTHORITY
On May 20, 2019

The Sarasota Manatee Airport Authority has established the Rules and Regulations for the Sarasota Bradenton International Airport.

Any person who violates these Rules and Regulations may, at the discretion of the Authority or its authorized representative, be denied use of the Airport and its facilities.

The Authority reserves the right to change the Rules and Regulations at any time, for any reason and in any respect.

The Rules and Regulations contained herein supersede and cancel all other previous rules and regulations set forth by the Authority.

Should an incident, not covered by these Rules and Regulations, occur, the President, CEO or designee shall rule in a fair manner.

**SARASOTA MANATEE AIRPORT AUTHORITY
SARASOTA BRADENTON INTERNATIONAL AIRPORT
RULES & REGULATIONS**

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SECTION 1

DEFINITIONS

Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the terms used in these Rules and Regulations shall have the following definitions:

1.1 AGREEMENT

A written lease, license, permit, or other form of authorization by the Authority to conduct a specific activity on the Airport. This may include specific authorization for an airline, a Fixed Base Operator, ground transportation, commercial or business activities, aircraft hangar or tie- down, and other privileges such as driving a motor vehicle in Restricted Areas.

1.2 AIR OPERATIONS AREA (AOA)

The AOA is a portion of the Airport, specified in the Transportation Security Administration's (TSA) Airport Security Program (ASP), in which security measures specified in this part are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, for use by aircraft regulated under TSA parts 1544 or 1546, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area.

1.3 AIRCRAFT

Any apparatus now known or hereafter invented, used or designed for navigation or flight in air.

1.3.1 Private Aircraft

Aircraft privately-owned and non-commercially operated by the owner or owners; or an aircraft used by the owner in connection with an owner's business, comparable to an owner's business use of his private automobile; or an aircraft owned and operated by a company or corporation for the free transportation of its or other personnel and/or products.

1.3.2 Club Aircraft

A non-commercial aircraft owned and operated by a non-profit partnership or non-profit Florida corporation, each member of which is a bona fide owner of an interest in the aircraft or holds a share in the partnership or corporation; and said partnership or corporation does not derive greater revenue from the use of its aircraft than the amount required for the operation, maintenance, and replacement of its aircraft. Flying Clubs and their aircraft are subject to the Minimum Standards for Aeronautical Activities and any other standards promulgated by the Authority for Club Aircraft.

1.3.3 Commercial Aircraft

Aircraft used for commercial purposes including but not limited to any of the

following:

- a. to carry passengers or cargo for hire.
- b. for rental or charter.
- c. for student instruction and its related activities.
- d. for aerial advertising and crop dusting.

1.3.4 UAS/Unmanned Aircraft

Unmanned aircraft system/unmanned aircraft means an unmanned aircraft weighing less than 55 pounds on takeoff, including everything that is on board or otherwise attached to the aircraft, its associated elements (including communication links and the components that control the small unmanned aircraft) that are required for the safe and efficient operation of the small unmanned aircraft in the national airspace system, operated without the possibility of direct human intervention from within or on the aircraft.

1.4 AIR CARRIER

Any person who operates directly by lease or other arrangements any commercial aircraft for the purpose of transporting passengers, mail, express freight or cargo, and is in compliance with all of the federal regulations covering or pertaining to the operation of same.

1.5 AIRCRAFT MOVEMENT AREA

That portion of the AOA consisting of the hard-surfaced, usable taxiways or runways that is open to aircraft movement, and under control of the SRQ ATCT, as designated by a letter of agreement between the Authority and the Federal Aviation Administration (FAA).

1.6 AIRPORT

The Sarasota Bradenton International Airport (SRQ), located in Sarasota and Manatee Counties, Florida, including any real property, the fee simple title to which is vested in the Authority, except for any property or facilities that are under the guidance, supervision, regulation, or control of the University of South Florida or New College.

1.7 AIRPORT RESCUE FIRE FIGHTERS (ARFF)

The ARFF Department provides daily aircraft fire protection and Airport medical services, 24 hours per day, for the purpose of meeting the requirements per FAR Part 139.

1.8 AIRPORT SECURITY PROGRAM (ASP)

Regulations detailing proper security procedures as required and approved by the Transportation Security Administration (TSA).

1.9 APRON

An area intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling, and parking.

1.10 AUTHORITY

The Sarasota Manatee Airport Authority (SMAA), a special district created by the Legislature of the State of Florida, pursuant to Chapter 91-358, Laws of Florida, as amended, which owns and operates the Airport. The term shall also mean the President, CEO or his designated representative, when the context so permits.

1.11 CHARITABLE OR RELIGIOUS SOLICITATION

The making or dissemination of any request to the public, directly or indirectly, for money, property, financial assistance, or any other thing of value on the plea or representation that such thing of value or portion thereof will be used for a charitable or religious purpose or will benefit a charitable or religious organization or sponsor.

1.12 COMMERCIAL

Relating to or connected with the purchase, sale, lease, or exchange of goods or services.

1.13 COMMERCIAL OPERATOR

The owner or operator of a commercial aircraft or vehicle.

1.14 COMMERCIAL SOLICITATION

The making or dissemination of any statement or message in oral, written, or printed form or otherwise, to or before the public, or any portion thereof, with the intent or purpose, either directly or indirectly, of purchasing, selling, leasing, or exchanging goods or services, professional or otherwise, or to induce the public to enter into any obligation relating to such property or services, or any other form of paid advertising.

1.15 CORPORATE HANGAR TENANT

An Airport tenant who leases land from the Authority and either constructs or leases aeronautical facilities from the Authority exclusively for the transport of such Corporate Hangar Tenant, its officers, employees, agents, and their cargo or baggage; and not for the purpose of providing aeronautical services to the general public.

1.16 DRIVER

Any person who drives or is in actual physical control of a vehicle on a roadway, parking lot, ramp area, taxiway; or who is exercising control of a vehicle or steering a vehicle being towed by another motor vehicle.

1.17 FEDERAL AVIATION ADMINISTRATION (FAA)

1.17.1 Air Traffic Control (ATC), "Control Tower" (ATCT), "Controller" (ATC)

A service operated by the FAA to promote the safe, orderly, and expeditious flow of air traffic including the flow of aircraft and vehicles on the ground within Aircraft Movement Areas. "Control Tower" refers to the FAA Air Traffic Control facility located at the Airport (ATCT). "Controller" refers to the FAA employee

conducting such services (ATC).

1.17.2 Federal Aviation Regulations

Title 14 of the Code of Federal Regulations regarding aeronautics and space.

1.18 FIXED BASE OPERATOR (FBO)

Any person who has entered into a written agreement with the Authority for the use of any building, shop, or hangar or for the site upon which such a building may be erected; and who, by further agreement, guarantees to serve the public with multiple aeronautical services required under the agreement and the Authority's Minimum Standards for Aeronautical Activities. Only FBOs are allowed to sell and dispense aviation fuels and oil to the public.

1.19 FOREIGN OBJECT DEBRIS (FOD)

Shall mean any material found on runways, taxiways, and aprons that can cause damage to aircraft.

1.20 GROUND TRANSPORTATION RULES AND REGULATIONS

Rules and regulations pertaining to the ground transportation of passengers or baggage for hire (see Appendix A).

1.21 ID BADGE

Shall mean the identification media issued by the Authority for controlled access or identification purposes.

1.22 INCURSION

Shall mean any occurrence at the Airport involving an aircraft, vehicle, person, or object on the ground that either creates a collision hazard with, or results in loss of separation between an aircraft taking off, intending to take off, landing, or intending to land.

1.23 INSTRUCTOR

Any person giving or offering to give instruction in the operation, construction, repair or maintenance of aircraft, aircraft power plants, or aircraft accessories.

1.24 NON-TENANT CAR RENTAL

Any person who does not have a Lease and Concession Agreement with the Authority and who is engaged in the business of renting or leasing passenger vehicles to Airport patrons from an off-Airport business location.

1.25 NOTICE TO AIRMEN (NOTAM)

A notice issued by the Authority or the FAA containing information concerning the establishment, condition, or change of any aeronautical facility, service, procedure, or

hazard, and the timely knowledge which is essential to personnel concerned with flight operations.

1.26 PERMIT

See Section 1.1 Agreement.

1.27 PERSON

Any individual, firm, co-partnership, corporation, company, or association, including any trustee, receiver, or similar representative thereof.

1.28 PICKETING

The lawful assembly, patrolling, walking, or parading in, on, or in the vicinity of Airport property for the purpose of carrying or displaying signs or placards or announcing, communicating or presenting a message or a cause to the public.

1.29 POLICE OFFICER

Any law enforcement officer authorized to direct or regulate traffic, make arrests for violations of the law and who is authorized to enforce these Rules and Regulations. Police Officers include but are not limited to Airport Police Officers, Florida Highway Patrol Officers, Sheriffs, Deputy Sheriffs, and Municipal Police Officers.

1.30 PRESIDENT, CHIEF EXECUTIVE OFFICER (CEO)

The principal representative of the Authority with powers and duties to direct all administrative, operational, financial, and other matters at the Airport; to supervise the aviation activities at the Airport and be responsible for the operation, management, and maintenance of the Airport and all facilities and equipment in connection therewith and to enforce the provisions of these regulations. Such other employee of the Authority, as the President, CEO from time to time may designate, to carry out the duties of the President, CEO.

1.31 RAMP

See Section 1.9 APRON.

1.32 RESTRICTED AREA

All areas of the Airport to which access is prohibited without security clearance pursuant to the Airport Security Program (ASP).

1.33 SECURED AREA

Means those portions of the Airport designated in the Airport Security Plan (ASP) to which access is restricted and controlled where aircraft operators enplane and deplane passengers and sort and load baggage.

1.34 SECURITY IDENTIFICATION DISPLAY AREA (SIDA)

Means that portion of the Airport where the Airport-issued or Airport-approved identification media shall be displayed on the outermost garment at or above the waist at all times.

1.35 SERVICE ROAD

Shall refer to the designated roadway network on the airfield side of the facility. That network includes both painted and unpainted traffic lanes around the airfield perimeter, passenger terminal, cargo facility and maintenance areas.

1.36 STERILE AREA

Means those portions of the Airport's terminal complex between the entrances to aircraft and the TSA controlled security checkpoints for the screening of persons and property.

1.37 TENANT

Any person who has an agreement with the Authority to conduct a specific activity on the Airport.

1.38 TERMINAL TENANT

Any tenant authorized to conduct specific activities within the Airport's main terminal building.

1.39 TRANSPORTATION SECURITY REGULATIONS (TSRS)

Those parts of Title 49 of the Code of Federal Regulations regarding aviation security and enforced by the Transportation Security Administration (TSA) and/or the Department of Homeland Security.

1.40 VEHICLE

Any device in, upon, or by which any person, property, or object is or may be transported or drawn on land, whether on wheels, runners, treads, motorized, pedaled, towed, pushed, or rolled.

1.40.1 Emergency Vehicle

Vehicles of any police or fire department (based on or off Airport), ambulances, or any vehicle carrying an Airport official or Airport employee while in response to an official emergency call.

1.40.2 Refueling Vehicle

Any vehicle used for transporting, handling or dispensing fuel, oils, and lubricants.

1.40.3 Commercial Vehicle

Any vehicle for compensation or hire or courtesy vehicles provided at no charge by hotels, motels, rental car companies, etc. for the convenience of their patrons.

Commercial Vehicles for hire include:

Baggage Delivery Service: vehicles used for the exclusive purpose of carrying baggage to/from the airport; no passengers may be carried.

Buses: vehicles over 25 feet, seating capacity of more than 15.

Limousines: non metered vehicle, less than 25 feet in length, seating capacity of 14 or less.

Taxicabs: fares determined by meter, less than 25 feet in length, seating capacity of 6 or less.

Vans/Shuttles: non metered vehicle, less than 25 feet in length, seating capacity of 15 or less, used for single or multi-passenger pickups for one or more destinations.

1.41 FIRST AMENDMENT RIGHTS PERMIT

A permit that allows persons or groups to exercise rights and privileges under the First Amendment to the United States Constitution at the Airport.

SECTION 2

GENERAL RULES

2.1 VIOLATION OF RULES AND REGULATIONS

Any person, who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of these Rules and Regulations or any lawful order issued pursuant thereto may be denied use of the Airport by the President, CEO or designee, pursuant to the provisions of section 2.4 below, and may additionally be subject to penalties for violation of federal, state or local laws or regulations.

2.2 SCOPE

- a. All persons on, and users of, the Airport shall be governed by these Rules and Regulations.
- b. The use of, or entry upon, the Airport or any of its facilities in any manner shall create an obligation on the part of the user to comply with these Rules and Regulations. Entry upon, or use of, the Airport by any person shall be deemed to constitute an agreement by such person to comply with these Rules and Regulations.

2.3 AMENDMENTS, ADDITIONS, DELETIONS, OR CORRECTIONS

Proposed changes to these Rules and Regulations shall be considered at a Public Hearing prior to adoption of the proposed changes. Public notice of the Authority's consideration of the proposed changes, as well as the date, time, and place of the Public Hearing, shall be made no less than ten (10) days nor more than twenty-five (25) days prior to the Public Hearing. Public notice shall be by publication in a newspaper of general circulation in Sarasota and Manatee Counties.

If such public notice does not contain a copy of the complete text of the proposed changes to these Rules and Regulations, the notice shall identify the location where a copy of the text may be examined or obtained.

The Authority shall provide the Public Hearing for presentation of evidence, arguments, and oral statements within reasonable limitations to avoid duplication, irrelevant comments, unnecessary delay or disruption of the proceeding. Written statements may be submitted to the Authority prior to, or during, the hearing by any person, and, if authorized by the Authority, may be considered and made part of the record. Following the public hearing the Authority may adopt, modify, or reject the proposed change(s).

2.4 ENFORCEMENT

The Authority may remove or eject any person(s) from the Airport who knowingly and willfully violates any regulation or instruction issued by the Authority or its designated representative; may deny the use of the Airport to such person if the Authority or its designated representative determines that such denial is necessary under the circumstances; and may take such other measures as may be permitted by law to enforce these Rules and Regulations and maintain the Authority's control of the Airport. Any person, aggrieved by a decision of the President, CEO removing or evicting such

person from the Airport or denying the use of the Airport to such person pursuant to this Section, may appeal such decision to the governing body of the Authority. If the President, CEO determines that such violation(s) presents a threat to the public, health, safety, or welfare, such right of access shall be suspended pending completion of such appeal.

2.5 APPLICABILITY

To the extent that these Rules and Regulations conflict with prior Rules and Regulations dealing with the same subjects, these Rules and Regulations shall prevail. However, these Regulations are not intended to supersede any provision of federal, state, or local law with which they may conflict, provided that these Regulations shall insofar as possible be interpreted so that no such conflict shall exist.

In the event of a conflict between the provisions of these Rules and Regulations and the provisions of any agreement, the provisions of the agreement shall govern unless such agreement expressly provides that these Rules and Regulations shall govern.

2.6 SPECIAL REGULATIONS, NOTICES OR DIRECTIVES

Special regulations, notices, memoranda, or directives of an operational nature shall be issued as needed to persons holding an agreement with the Authority.

2.7 VALIDITY

If any portion of these Rules and Regulations shall be declared to be invalid or unenforceable, it shall not affect the validity of the remainder. All other portions shall remain in effect and be construed to achieve the purposes described herein.

2.8 PERMITS AND AGREEMENTS

Any activity which is required to be authorized or approved by the Authority by these Rules and Regulations, and which activity is the subject of an agreement specifically granting authorization or approved for such activity, shall be deemed authorized or approved for purposes of these Rules and Regulations.

SECTION 3

VEHICLES

3.1 GENERAL

All state and local laws which apply to the operation of vehicles on roads and streets outside the Airport also apply to vehicles operating on the Airport. Additionally, the following apply to vehicle operations within the Airport boundary.

3.2 LICENSING AND REGISTRATION

- a. No vehicle shall be driven on the Airport without the driver possessing a valid operator's License.
- b. No vehicle shall be driven within the Restricted Area without a demonstrated operational need. No vehicle shall be driven in a Restricted Area unless the vehicle is registered with the Authority or the driver has otherwise obtained permission from the Authority for the operation of such vehicle within the Restricted Area.
- c. The Authority shall issue identification badges and vehicle permits which shall be used to restrict vehicle operations to certain portions or segments of the AOA and the Secured/SIDA areas. Such restrictions shall prohibit vehicle operation outside these designated areas.
- d. If a vehicle is not in compliance with the foregoing rules, the Authority may remove the vehicle at the owner's expense.

3.2.1 Temporary Licensing and Registration

Vehicles may be temporarily authorized by SMAA or FBOs to access the designated restricted areas. Such temporary access shall be limited to vehicles authorized by the SMAA or FBOs for their customers and business guests using a temporary parking permit approved by the Authority. Such vehicles shall be escorted at all times by a badged individual while on the designated restricted areas. The escorting individual or FBO shall be responsible and liable for any violation or property damage that occurs during the escort.

3.3 RULES OF OPERATION

No vehicle shall be operated upon any public street or road on the Airport in excess of the speed limits prescribed by Florida State Statutes, County and City Ordinances, and the Authority. No vehicle shall be operated at a speed greater than is posted or is reasonable and proper having regard for the traffic and the use of the street or road, or so as to endanger the life or to injure the property of another person. No vehicle shall be operated on the Airport in a reckless manner. Speed limits within the Restricted Area shall not exceed twenty-five (25) miles per hour on the perimeter road and fifteen (15) miles per hour on ramp, apron, or in aircraft parking and hangar areas.

- a. No vehicle shall be driven under a passenger loading bridge, except as required by the bridge operator during normal operations.

- b. The driver of any vehicle shall yield to the movement of any aircraft and shall pass at a safe distance from the wing or tail section of any parked aircraft.
- c. Unless crossing a runway, no vehicle shall be driven within the safety area of a runway nor shall the vehicle cross any runway without being cleared by the FAA Control Tower. The driver of any unescorted vehicle shall have a thorough understanding of the Air Traffic Control Tower light gun signals whether or not the vehicle is radio equipped.
- d. No person shall operate on the Airport a vehicle which is carrying more passengers or cargo than it was designed to carry.
- e. No person shall operate a vehicle in a manner that allows the escape of sparks or the propagation of flames on the Airport.
- f. No person shall operate a vehicle or other equipment on Airport property while under the influence of alcohol or any drug that impairs, or may impair, the operator's abilities.
- g. Bicycles, scooters, Segways and other personal mobility devices shall not be operated in the Secured Area unless approved by the Manager, Airport Operations.

3.3.1 Florida Uniform Traffic Control Law

The driver of any ground vehicle shall comply with applicable provisions of the Florida Uniform Traffic Control Law.

3.4 ACCIDENT OR INCIDENT REPORTS AND AID

The driver of a vehicle or pilot of any aircraft involved in an accident or incident on the Airport resulting in injury to, or death of, any person or damage to any vehicle, aircraft, or other property which is driven, piloted, or attended by any person shall immediately stop such vehicle or aircraft at the scene of the accident and by the quickest means of communication available give notice to the Authority and, if necessary, to the FAA in accordance with federal regulations.

The driver or pilot shall also give his name, address, name of insurance company or agent, insurance policy number (if available), and the registration number of the vehicle or aircraft; and shall, upon request, exhibit a license or permit to drive or pilot to any person injured in such accident or to the driver or occupant of, or person attending, any vehicle or other property damaged in the accident.

The driver or pilot shall give such information and, upon request, exhibit such license or permit to any police officer or Airport staff at the scene of the accident who is investigating the accident, and shall render to any person injured in the accident reasonable assistance.

3.5 REQUIRED RADIO EQUIPMENT

All vehicles authorized to operate on any part of the Aircraft Movement Area shall be equipped with two-way radios for contact with the Control Tower, except when such vehicle is accompanied by an authorized escort which is so equipped. Vehicles equipped

with two-way radios shall not be permitted access to the Airport without prior permission from the Authority. The driver of any vehicle operating on an Aircraft Movement Area shall follow the communication procedures described in the Airport's FAA approved Airport Certification Manual (ACM). The driver of any vehicle shall not be required to establish or maintain contact with the Control Tower while driving outside of the Aircraft Movement Area.

3.6 REQUIRED LIGHTING EQUIPMENT

Vehicles operating between sunset and sunrise shall be equipped with working headlights and taillights. Trailers or carts shall be equipped with lighting if required by Florida law in addition to reflectors on all sides. Vehicles operating on the aircraft movement areas between sunset and sunrise shall be equipped with an amber flashing or rotating beacon.

3.7 PARKING

3.7.1 Restricted Parking Areas

The following rules and regulations shall apply within a Restricted Area:

- a. No vehicle shall be parked without prior authorization from the Authority.
- b. No vehicle shall be parked in a manner so as to obstruct roadways, impede aircraft movement, or in aircraft parking areas.
- c. The Authority may tow or move any vehicle that is parked on Airport property and is in violation of the Rules and Regulations at the owner's expense and without liability to the Authority for damage that may result from towing or moving.
- d. Hangar and tie-down tenants may park their vehicles, if properly permitted, within assigned hangars.
- e. No person shall park a private vehicle anywhere on the Airport for more than 30 days unless the vehicle is in a public parking lot or inside a hangar.

3.7.2 Public Parking Areas

The following rules and regulations shall apply within areas designated for parking by the general public:

- a. No vehicle shall be parked on the Airport for loading, unloading, or any other purpose except in areas specifically established for that purpose. In any case, vehicles shall be parked in a manner prescribed by signs, lines, or other means. The driver of any vehicle shall not abandon such vehicle on the Airport.
- b. No driver of any vehicle shall remove a parked vehicle from an area requiring payment for parking without paying the required parking fee.
- c. The Authority may tow or otherwise move any vehicle which is parked on the Airport and is in violation of the Rule and Regulations at the owner's expense and without liability to the Authority for damage that may result from such

towing or moving.

- d. No vehicle shall be parked in such a manner as to occupy more than one marked space, nor shall any vehicle be parked in a space marked "reserved" or "restricted" without authorization.
- e. Commercial vehicles shall only park in those areas specifically reserved and marked for such vehicles or in the public parking lot.
- f. All terminal tenant employees shall park their vehicles in the parking area provided and designated for terminal tenant employees.
- g. No person shall park a private vehicle anywhere on the Airport for more than 30 days unless the vehicle is in a public parking lot or inside a hangar.
- h. No person shall park a vehicle in any manner so as to block or obstruct fire hydrants and the approaches thereto, gates or emergency exits or building entrances or exits.
- i. Employee owned or operated vehicles parked on Airport property lots shall prominently display an employee parking hangtag, even when a vehicle cover is utilized.
- j. Vehicles parked longer than 45 calendar days in the Airport's paid parking lots with no contact from owner will be investigated by the Airport Police Department, and if warranted, may be determined to be abandoned in accordance with Section 705.184 of the Florida Statutes and may be removed and/or disposed of pursuant to s. 705.184, F.S., subject to the Authority's lien for towing, storage, and accrued parking fees

3.7.3 Employee Parking

The rules and regulations applicable to employee parking are set forth in the SMAA Employee Parking Policy, a copy of which may be obtained at the Operations ID Badge/Switchboard Operator Office on the first floor of the Airport's main terminal building.

3.8 REPAIR OF VEHICLES

Vehicles on the Airport shall only be cleaned in designated wash areas or repaired in designated shop areas except in cases where minor repairs are necessary to remove such vehicles from the Airport. No person shall move, interfere, or tamper with any vehicle, or put in motion the engine, or take or use any vehicle part, instrument, or tool thereof without permission of the owner.

3.9 VEHICLE IDENTIFICATION IN RESTRICTED AREAS

Only vehicles bearing an Airport issued permit affixed to the rear bumper or window of the vehicle, an Airport issued temporary "top hat" displayed on the vehicle's roof, or an SMAA or FBO issued temporary permit displayed on the dashboard of the vehicle shall be permitted access to Restricted Areas of the Airport. The following vehicles shall be exempt from this requirement:

- a. Authorized Aircraft Support and Service Vehicles painted in the official company colors, bearing the company logo, and otherwise easily recognizable as an aircraft service vehicle.
- b. Authorized Contractor and Vendor Vehicles bearing the company name and logo.
- c. Authority, Federal, Police, Fire or Other Emergency Vehicles bearing agency markings and/or government license plates.

3.10 VEHICLE GATES

Vehicles entering or exiting the AOA or Secured/SIDA areas through a gate are required to wait until the gate has closed behind them prior to departing unless an authorized guard is present.

3.11 VEHICLE AND DRIVER VIOLATIONS IN RESTRICTED AREAS

If a vehicle operator/driver or owner receives a written citation for violation of any provisions of this section 3 related to the condition of a vehicle, and if the citation is not revoked, the Authority shall apply the following progressive enforcement actions:

3.11.1 Vehicle Violations

First offense: upon receipt of the written citation, the vehicle owner shall be required to have the vehicle/equipment properly repaired at the owner's cost within fourteen (14) days from the date of the violation. *

Second offense: within 12 months of first offense. Upon receipt of the written citation, the vehicle owner shall be required to have the vehicle/equipment properly repaired within fourteen (14) days and then inspected and approved by the Airport Operations at the owner's cost. *

Third offense: within 12 months of second offense. The vehicle/equipment shall be denied entry into the Restricted Area and shall be permanently removed from the owner's vehicle/equipment inventory at SRQ. *

3.11.2 Driver Violations

First offense: upon receipt of written citation and a letter to the driver's employer/vehicle owner, the driver shall retake the SMAA driver training class before returning to work. *

Second offense: within 12 months of the first offense. Upon receipt of written citation and a letter to the driver's employer/vehicle owner, the driver and his supervisor shall retake the driver training class. Driving privileges of the violator will be suspended until satisfactory completion of training, unless the citation is otherwise rescinded. *

Third offense: within 12 months of the second offense. Driving privileges of the violator may, upon determination by the Manager, Airport Operations, be permanently revoked. *

*The Manager, Airport Operations, reserves the right, based on the severity of the violation, to enforce and/or suspend, in whole or in part, corrective action as deemed necessary.

The driver or owner of the vehicle/equipment will have seven (7) calendar days from the date of the violation to submit a written appeal, with an explanation for

reconsideration of the issuance of the citation, to:

Manager, Airport Operations
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243-2105

SECTION 4

AIRCRAFT OPERATION

4.1 GENERAL

All persons shall navigate, land, service, maintain and repair aircraft in conformity with the rules and regulations adopted by the Federal Aviation Administration (FAA), the National Transportation Safety Board (NTSB), and the Transportation Security Administration (TSA), as applicable.

4.2 FLIGHT PROHIBITIONS

Unless expressly authorized by the President, CEO or designee, the following operations shall be prohibited:

- a. Non-emergency aircraft landing or take-off at any time and under any circumstances when such landing or takeoff is likely to endanger persons or property;
- b. All or partial use of the Airport by any person or group under any circumstances when such use is likely to endanger persons or property;
- c. Any aircraft flight or other operation on the Airport when any such flight is likely to violate any of these Rules and Regulations;
- d. The use of the Airport for the operation of: powerless aircraft, kites, UAS/Unmanned Aircraft, radio-controlled airplanes, tethered balloons, parachutes, or other objects constituting a hazard to Airport operations.
- e. Over-flight of the Airport passenger terminal, concourse, and the adjacent vehicle parking areas during takeoffs or landings, without providing a minimum clearance of 200 feet.

4.3 MOVING OF AIRCRAFT INVOLVED IN AN ACCIDENT OR INCIDENT

In the event of an accident or incident, the aircraft owner, upon obtaining consent from the President, CEO or designee may, in compliance with federal regulations and other governmental regulations, move the aircraft from the landing area, ramp, apron, or other area at the expense of the aircraft owner and without liability to the Authority or its employees or agents for damage resulting from such moving. The President, CEO or designee retains the right, in his sole discretion, to remove any aircraft from any movement or non-movement area that is an operational or safety hazard at the owner's expense and with no liability to the Authority for damage that may result from such moving.

4.4 AIRPORT CLOSURE

In the event the President, CEO or designee believes conditions at the Airport to be unsafe for aircraft operations, it shall be within his authority to issue a NOTAM to close the Airport or any portion thereof.

4.5 AIRCRAFT PARKING

No person shall park an aircraft in any area of the Airport other than that designated by the Authority and/or within the FBO leaseholds, without adequately securing the parked aircraft.

4.5.1 Illegally Parked Aircraft

The owner or pilot of any aircraft parked illegally on the Airport shall, at the direction of the Authority, move the aircraft to a legally designated parking area on the Airport. If the operator refuses to comply with such direction, the Authority may tow the aircraft to such place, at the owner's expense and without liability to the Authority for damage that may result from such moving.

4.5.2 Permit/FBO Parking

All persons having a written agreement with the Authority to park their aircraft shall park such aircraft in the areas designated by the agreement. All other aircraft shall park within FBO exclusive leaseholds and in areas designated and authorized by the FBO.

4.6 AIRCRAFT REPAIR

The performance of aircraft and engine repair and maintenance shall be deemed a commercial operation regulated by the Authority pursuant to the Minimum Standards for Aeronautical Activities except where such services or repairs are performed by the aircraft owner in accordance with FAR Part 43.3 or by the owner's permanent employee(s). The Authority reserves the right to designate reasonable areas where aircraft owners may perform services on their own aircraft.

4.6.1 Engine Run-up

Persons operating aircraft shall not perform run-up, prolonged tests, or use a turbine auxiliary power unit (APU) in any area on the Airport other than that prescribed by the President, CEO. In any case, no such operation shall take place during the hours of 2200 to 0700 for any purpose unless approved by Airport Operations.

At no time shall aircraft engines or APUs be operated in any manner so as to create a hazard or nuisance to other aircraft, persons, or property.

4.7 FLIGHT INSTRUCTION

Except for those persons engaged in flight instruction in Club Aircraft (as per Section 4.7.1) no person shall engage in flight instruction on the Airport unless such person has complied with the established Minimum Standards for Aeronautical Activities and has filed with the Authority a certificate of insurance for the protection of the Authority, instructor, and student.

4.7.1 Flight Instruction - Club Aircraft

Certified flight instructors may engage in flight instruction in Club Aircraft,

but are prohibited from receiving any form of compensation for services rendered.

4.8 OUTSIDE SERVICES

No person, other than FBOs and airlines, shall employ the services of a certified flight instructor, certified airframe or power plant mechanic, or authorized inspector unless such instructor, mechanic, or inspector is in the full time employment of said person owning the aircraft or is otherwise an employee of a Fixed Base Operator.

4.9 AIRCRAFT EQUIPMENT RULES

4.9.1 Required Equipment

Unless authorized in advance by the Authority or by the FAA, no airplane shall be operated on the Airport unless it is equipped with a tail wheel or nose wheel and wheel brakes.

4.9.2 Radio Equipment

Unless authorized in advance by the ATCT, no aircraft may land or take-off at the Airport unless equipped with a functioning two-way radio and a Mode C Transponder.

4.10 STARTING OR RUNNING OF AIRCRAFT ENGINES

No person shall start or run any aircraft engine unless a licensed pilot, mechanic, or otherwise qualified person is in the aircraft attending the engine controls. No aircraft engine or APU shall be operating while any portion of the aircraft is inside, or standing under, the roof line of any structure of any building or hangar.

4.11 AIRCRAFT MOVEMENT AND TAXIING RULES

All aircraft movement shall be confined to the hard surface areas, except as specifically authorized by the Authority. No person shall operate an aircraft in a careless or reckless manner so as to endanger the life or property of others by buzzing, diving, low altitude flying or aerobatic maneuvers over the Airport; provided, however, that nothing herein shall preclude the Authority from authorizing air shows or other public displays of aviation flight conducted under the auspices of an accredited aviation organization.

4.11.1 Taxiing Rules

- a. No person shall taxi an aircraft without first ascertaining by visual inspection of the area that there is no danger of collision with any person or object in the immediate area.
- b. No aircraft shall be taxied into, or out of, any hangar under its own power.
- c. Aircraft shall be operated at a safe and reasonable speed with due respect for other aircraft, persons, or property.
- d. Aircraft awaiting take-off shall stop at the taxiway or connector hold lines

for the runway in use and in a position so as to have a direct view of aircraft approaching for landing, and shall not enter the active runway until specifically cleared to do so by the Control Tower or, when the tower is closed, ascertain that the way is clear prior to entering the active runway.

- e. No aircraft may land or take-off on a taxiway or grass area without prior consent of the President, CEO or designee.
- f. Engine checks or run-ups prior to take-off shall be performed behind the runway hold lines.

4.11.2 Aircraft Towing

Without specific authorization and preceding training by the Airport Operations Department, no person(s) may tow or otherwise move an aircraft on the movement area of the Airport, unless it is under its own power. No person shall tow an aircraft onto or across any runway without escort from Airport Operations.

4.12 AIRCRAFT CARRYING HAZARDOUS CARGO

Any person having knowledge of an aircraft carrying or suspected of carrying explosive materials or other hazardous cargo shall immediately notify the Authority.

4.12.1 Landing or Taxiing Aircraft

The pilot of any aircraft carrying hazardous cargo with passengers shall first unload passengers on the Airport terminal ramp away from buildings and other aircraft and then immediately proceed to an area designated, at the time, by the Authority. To enable subsequent moving of the aircraft with a minimum of delay, only engines affecting unloading of passengers shall be shut off.

4.12.2 Inspection

Inspection of the aircraft carrying hazardous cargo shall be the responsibility of the aircraft owner or his authorized agent and shall be accomplished immediately after parking and evacuation. The aircraft owner shall also be responsible for the subsequent declaration of safety or contamination of the aircraft as well as any required clean-up or disposal.

4.13 STAGE 3 NOISE LEVEL LIMITATIONS

No aircraft shall depart the Airport between the hours of 2200 and 0700 at a noise level limit which exceeds the Stage 3 Noise Limits for take-offs as defined within the Federal Aviation Regulations, Part 36, as that Section existed on June 18, 1990 and determined without regard to the tradeoff stated in Section C36.5(b) of said Appendix, unless the aircraft is:

- a. A military aircraft;
- b. An aircraft in the service of a government or political subdivision;
- c. An aircraft being used in a medical emergency;
- d. An aircraft delayed due to unavoidable mechanical, weather, or air traffic control problems.

4.14 DISABLED, DERELICT AIRCRAFT

The owner or operator of any abandoned, disabled, or derelict aircraft or parts thereof wrongfully or improperly left on the Airport, shall at the direction of the Authority, remove the same at his/her own expense. If the owner or operator refuses to comply with such direction within a reasonable time, the Authority shall move said aircraft to such place for storage, at the owner's expense and without liability to the Authority for damage that may result.

4.15 HELICOPTER OPERATIONS

- a. Helicopter aircraft arriving and departing the Airport shall operate under the direction of the FAA Control Tower at all times while in the Airport traffic area.
- b. Helicopters shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least 25 feet in all directions from the outer tips of the rotors.
- c. Helicopter aircraft shall not be operated within 200 feet of any area on the Airport where unsecured light aircraft are parked.
- d. During landings and take-offs, helicopter aircraft shall not pass over any Airport building, structure, adjacent motor vehicle roadways, and parking areas while below 200 feet Above Ground Level (AGL).
- e. No helicopter shall hover-taxi on areas outside tenant leaseholds or taxiways and runways.

SECTION 5

FIRE REGULATIONS AND FUEL HANDLING OPERATIONS

5.1 GENERAL

All persons, aircraft, and commercial operators on the Airport shall be governed by and comply with all applicable codes and regulations relating to fire safety and fuel-handling whether they are current or hereafter promulgated by the Authority, and/or federal, state, or local government.

5.2 FIRE REGULATIONS

All persons shall comply with the following fire safety rules while on the Airport as required by Federal, State, County, and City Ordinances:

- a. No person shall smoke or light an open flame within 100 feet of any aircraft or within 100 feet of any hangar, refueling vehicle, fuel loading station, tank farms, or places with posted "No Smoking" signs. Smoking is permitted only in designated areas.
- b. No person shall start an open fire on the Airport without permission of the Authority.
- c. No person shall use flammable volatile liquids having a flash point of less than 1100 degrees Fahrenheit in the cleaning of aircraft, aircraft engines, propellers, appliances, or for any other purpose, unless such operations are conducted in open air or in a room specifically designed for such purpose. Such room shall be fireproof and equipped with adequate and readily accessible fire extinguisher apparatus.
- d. No person shall store material or equipment, use flammable liquids or gasses, or allow their tenant premises to be kept in such condition as to violate, in any manner, the existing fire code.
- e. Flammable materials, equipment, liquids, or gasses may be kept in an aircraft in the proper receptacles installed in the aircraft for such purpose.
- f. No person shall store flammable materials, equipment, liquids, gasses, paint thinners, fuels, or other volatile materials in a hangar unless such materials are stored in rooms or areas specifically designed for flammable storage or in Underwriter's Laboratory "UL" approved safety cans or closets with the single exception of one fuel container of a capacity not to exceed five (5) gallons (per the Self Fueling Rules and Regulations – See Appendix B).

5.3 FUEL HANDLING REGULATIONS

The following rules shall govern the refueling, defueling, oil service of aircraft, and the placing of fuels or dispensers:

- a. No person shall dispense fuel or oil or defuel an aircraft while any of its engines are running or while it is being warmed by external heat, without posting a properly trained person with a suitable fire extinguisher to observe the fueling operation.

- b. No person shall fuel or defuel an aircraft while any portion of the aircraft is inside, or standing under, the roof line of any structure of any building or hangar on the Airport.
- c. When a malfunction of refueling equipment is detected, all refueling shall immediately cease and the malfunction remedied. Any malfunction or irregularity detected on or within the aircraft being serviced shall immediately be brought to the attention of the aircraft owner or operator.
- d. Fueling pumps, meters, hoses, nozzles, fire extinguishers, and grounding devices used in the dispensing of fuel and oil shall be maintained in an operable condition at all times.
- e. No person shall engage in aircraft fueling or defueling operations without at least one, 10 pound or larger, dry chemical fire extinguisher rated "B" or "C" for flammable liquids readily accessible at the point of fueling (see Appendix B).
- f. No person shall perform or allow performance of any refueling operation during an electrical storm.
- g. No person shall operate any radio transmitter or receiver, or switch electrical appliances off or on in an aircraft during fueling or defueling.
- h. No person shall use any material or equipment which is likely to cause a spark or ignition during fueling or defueling of an aircraft. Devices which may create an electrical arc shall not be operated within 100 feet of any fueling operations (see Appendix B).
- i. No person shall start the engine of any aircraft when there is any fuel on the ground beneath such aircraft.
- j. All hoses, funnels, and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids.
- k. No air-carrier aircraft shall be fueled while passengers are on board unless a passenger loading device is in place at the cabin door of the aircraft, the aircraft door is in the open position, and a cabin attendant is present at or near the cabin door. No air-carrier aircraft shall be defueled while passengers are on board or the aircraft has a passenger loading device attached.
- l. No airborne radar equipment shall be operated or ground tested on any area wherein the directional beam of high intensity radar is within 300 feet, or low intensity (less than 50KW output) is within 100 feet of another aircraft, an aircraft refueling operation, an aircraft refueling vehicle, aircraft fuel, or a flammable liquid storage facility.
- m. During refueling or defueling, refueling vehicles shall be positioned so as to be readily driven away from the loading or fueling location in the event of fire. Not more than one refueling vehicle shall be positioned to refuel each wing of an aircraft and not more than two refueling vehicles shall be positioned to serve the same aircraft. When high capacity aircraft are refueled, additional refueling vehicles shall not be parked or positioned within 100 feet of the aircraft served and then only in areas approved by the Authority.
- n. Each fuel handling container or refueling vehicle shall be conspicuously marked with

the word "Flammable" on both sides of the container or refueling vehicle, and in the case of a vehicle, the rear of the cargo tank as well.

- o. Refueling vehicles shall be prohibited from crossing or operating on runways or from driving under any part of the terminal building or loading bridges.

5.4 SELF FUELING OPERATIONS

Persons desiring to service their aircraft ("Self-fuel") with gasoline or fuel normally used in automobiles ("Mogas") shall follow the Self Fueling Rules and Regulations as established by the Authority (see Appendix B).

5.5 FUELING INSPECTION AND CERTIFICATION

Persons handling fuel or involved in fueling operations with Aircraft shall be required to attend fire safety training and allow periodic safety inspections as required by the FAA and determined by the Authority. The Authority is the fire service provider authorized and empowered to act as fire marshal to enforce the "Florida Fire Prevention Code" (the "Code"); and Federal Aviation Regulations (FAR) 139.321, within the AOA. The ARFF Chief or other personnel designated by him are authorized to act as the "Jurisdiction Having Authority" (JHA) for the enforcement of the Code and all rules prescribed by the State Fire Marshal within the AOA, and for the inspection of fueling facilities of each Tenant fueling agent and dispensing vehicle per FAR 139.321. The Code, including but not limited to, National Fire Protection Association (NFPA) 10, 30, 407, 409, and 410, has been adopted by the Authority, and will be enforced as the minimum fire safety standards within the AOA. The Aviation Fuel Safety Standard Operating Guideline, which is attached as Appendix D, is incorporated into these rules by reference, contains implementing regulations for enforcing the minimum fire safety standards with respect to aviation fuel safety within the AOA.

5.6 FUEL SPILL NOTIFICATION

All persons handling fuel or engaged in fueling operations shall exercise due care to prevent fuel spills of any nature (see sections 6A & 6B of Appendix B "Self Fueling Rules and Regulations"). In the event of a fuel spill, the Authority and any agency having jurisdiction over such spills, including but not limited to the Florida Department of Environmental Protection (FDEP), the U.S. Environmental Protection Agency (EPA), and the Federal Aviation Administration (FAA), shall be notified immediately.

5.6.1 Clean-up of Spillage

Any person, including the owners or operators of aircraft, causing overflowing or spilling of fuel, oil, grease or other contaminants anywhere on the Airport shall be responsible for ensuring the immediate cleanup of such spillage. In the event of failure or refusal to comply with such cleanup, the spillage shall be cleaned up by the Authority at the responsible party's expense.

5.7 DISPOSAL OF ENVIRONMENTALLY SENSITIVE MATERIALS

All persons disposing of environmentally hazardous or toxic materials shall comply with all federal, state, and local laws and regulations governing this activity. At no time shall fuels, oils, dopants, paints, solvents, or acids be disposed of or dumped in drains, basins, ditches, or elsewhere on the Airport.

5.8 OTHER HAZARDOUS MATERIALS

No person shall store, keep, handle, use, dispense, or transport at, in or upon the Airport any Class A or Class B explosives, Class A poison (as defined in the Interstate Commerce Regulations for transportation of explosives and other dangerous articles) or any other explosive or poisonous substances, liquids or gasses, any compressed gas or radioactive article, substance or material, at any time or place or in such a manner or condition as to endanger persons or property, and which has not been approved in advance by the Authority. Such prohibited substances include, but are not limited to: dynamite, nitroglycerine, black powder, fireworks, firearms and ammunition, blasting caps or other explosives, gasoline, alcohol, ether, liquid shellac, kerosene, turpentine, formaldehyde or other flammable or combustible liquids, ammonium nitrite, sodium chlorate, wet hemp, powdered metallic magnesium, nitrocellulose film, peroxides, other easily inflammable solids or other corrosive liquids, prussic acid, phosgene, arsenic, carbonic acid, potassium cyanide, tear gas, or lewisite.

SECTION 6

PUBLIC USAGE

6.1 GENERAL

No person shall destroy, damage, deface, or disturb any building, sign, equipment, marker or any other structure, tree, flower, lawn, or other property on the Airport nor willfully abandon any personal property on the Airport.

6.2 INTERFERING OR TAMPERING WITH AIRCRAFT

No person shall interfere or tamper with any aircraft or put in motion the engine of such aircraft, or use any aircraft, aircraft parts, instruments, or tools without permission of the owner or by specific direction of the Authority.

6.3 USE OF ROADS AND WALKWAYS

No person shall travel on the Airport other than on roads, walkways, or places provided for the particular class of traffic, or shall occupy the roads or walks in such a manner as to hinder or obstruct their proper use.

6.4 ANIMALS

The Sarasota Manatee Airport Authority's goal is to ensure the safety and health of all passengers at our airport, and for this reason, specific rules for people traveling with animals at the Sarasota Bradenton International Airport have been established.

6.4.1 Service Animals

Trained service animals are allowed in the Airport at any time in accordance with Federal regulations implementing Title II of the Americans with Disabilities Act (28 CFR Part 35) and Florida Statute s. 413.08(1)(d). A service animal is a dog (or miniature horse) that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

The work or tasks must be directly related to the individual's disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks.

A service animal is not a pet.

The crime-deterrent effect of an animal's presence and the provision of

emotional support, well-being, comfort, or companionship do not constitute work or tasks for purposes of this definition. An individual with a disability has the right to be accompanied by a service animal in all areas of the airport that the public or customers are normally permitted to occupy.

To distinguish a service animal from a non-service animal, an individual with the disability accompanied by an animal may be required to confirm whether or not the animal is required because of a disability and what work or tasks the animal has been trained to perform.

The service animal must be under the control of its handler and must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means. The Airport may exclude or remove any service animal from the premises, if the animal is out of control and the animal's handler does not take effective action to control it, the animal is not housebroken, or the animal's behavior poses a direct threat to the health and safety of others. An individual with a disability is liable for damage caused by a service animal. The Airport assumes no responsibility for the care or provision of food or assistance with removing animal excrement.

6.4.2 Non-Service Animals including Emotional Support Animals and Pets

Non-service animals that can fit in a standard-sized cabin carrier, approximately 17"x10"x13", must be kept in the animal carrier while inside the terminal, except when using the animal relief area, even if an animal carrier is not required by the airline.

If the animal does not fit in a standard-sized cabin carrier, the owner must carry the animal at all times, except when using the animal relief area; if the animal is too large to carry, the animal must remain on a short, non-retractable leash that does not extend from the body of the handler by more than three feet.

The Airport may exclude or remove any animal from the premises, if the animal is out of control and the animal's handler does not take effective action to control it, the animal is not housebroken, or the animal's behavior poses a direct threat to the health and safety of others. The animal owner or handler is liable for damage caused by the animal and is responsible for cleaning up any mess made by their animal. Additionally, all messes (urination/defecation) must be reported to the Airport by using a white courtesy phone or by calling 941-359-2770 ext. 4300. The animal owner must remain at the location until a janitorial person arrives to confirm the safety of the area for other terminal occupants.

In accordance with the U.S. Public Health Service Food Code, Chapter 6-501.115, non-service animals are not permitted in food and beverage outlets. Non-service animals are also prohibited from using airport escalators.

Animals and their owners are subject to warnings and citations, which can come with a fine and/or removal from the terminal:

- 1) if the animal or handler violates Airport rules,
- 2) if the animal is not housebroken,
- 3) if the animal is not under the handler's control and the handler is not taking effective action to control the animal (e.g. animals that are growling, biting, nipping, barking, or exhibiting similar behavior).

6.4.3 Animals Not Traveling

Non-service animals are not allowed inside the airport terminal building unless they are traveling with their owner or being shipped by air.

6.4.4 Interference with Government Working Dogs

At no time is any animal in the airport allowed to be within 10 feet of a government working dog or allowed to interfere with the government working dog's task.

6.4.5 Congregation of Birds or Other Animals

No person shall feed or encourage the congregation of birds or other animals on the Airport or in the vicinity of the Airport.

6.4.6 Hunting, Fishing and Trapping

No person, other than those authorized by the Authority, shall hunt, fish, trap, pursue, catch, injure, or kill any animal on Airport property.

6.5 DISORDERLY CONDUCT/PROPER ATTIRE

No person shall be or become intoxicated or drunk, commit any disorderly, obscene or indecent act, or commit any nuisance nor shall any person enter the Airport terminal building without wearing a shirt and shoes.

6.6 LOITERING AND REFUSAL TO COMPLY

No person shall loiter on the Airport or in any building on the Airport; nor shall any person use the Airport, after such person has been denied the use of the Airport by the Authority except while traveling through as a passenger of limousine or taxi, as a customer of a rental car tenant, or while enplaning/deplaning as a passenger on an aircraft operating at the Airport. Any person who refuses to comply after proper request to do so by the Authority, shall be requested to leave the Airport and in the event of failure to comply with proper request shall be regarded as a trespasser.

6.7 WEAPONS AND EXPLOSIVES

No person shall openly carry a handgun or carry a concealed weapon or firearm into the main passenger terminal or Sterile Area of the Airport, provided that no person shall be prohibited from carrying any legal firearm into the terminal, which firearm is encased for shipment for purposes of checking such firearm as baggage to be lawfully transported on any Aircraft. No person shall have within his possession, control, or about his person any weapon, destructive device, explosive, or firearm within the AOA or Secured/SIDA areas except in accordance with applicable Federal and State regulations. Law

enforcement officers and Wildlife Management Officers shall be exempt from these provisions when acting within the scope or course of their official duties as set forth in Federal, State, and Local Ordinances. General Aviation tenant pilots may carry weapons onto the AOA provided such weapons are unloaded and encased for transport purposes in the tenant's aircraft.

6.8 SMOKING/VAPING

No person shall smoke, vape or use any electronic cigarette on the Apron, in any hangar, or in any other place on the Airport where smoking is specifically prohibited by means of posted signs. Smoking in public buildings shall be regulated by Florida Law.

6.9 PICKETING POLICY

The Airport grounds and buildings are not a public forum. In order to assure that there is no disruption or interference with passengers and other users of the Airport, picketing, solicitation, and the distribution of literature and things is strictly prohibited in accordance with Sections 1.11, 1.14, 6.9.1, 6.10, 6.11, 6.12, and 6.13.

6.9.1 Freedom of Speech

Any person desiring to engage in activities on the Airport other than in the Restricted Area, which activities involve the exercise of any rights or privileges guaranteed by the First Amendment to the United States Constitution, including picketing, shall be protected in such activities, provided that the activities do not constitute charitable, religious or commercial solicitation, do not interfere with the constitutional rights of others, do not interfere with the function of the Airport, and are conducted pursuant to the procedures as set forth in subsections 6.10 and 6.11.

6.10 EMPLOYEE ACTIVITY

The Airport is the work site for employees of the Authority and tenants. Any person desiring to engage in picketing or exercising the First Amendment rights relating to employees' working on the Airport grounds must apply for a permit as provided in Section 6.11.

6.11 PERMITTING PROCESS AND PROCEDURES

- a. Any person desiring to distribute literature, display signs or otherwise communicate with members of the public at the Airport, in the exercise of First Amendment rights, including picketing but excluding charitable, religious or commercial solicitation, shall first obtain a written permit from the President, CEO.
- b. The person requesting such permit shall submit a written application setting forth:
 - (1) The name, mailing address (no post office box number) and telephone number of the person and the organization sponsoring, promoting or conducting the proposed activities, and the person who will assume supervision of or responsibility for the activities;
 - (2) The subject matter and purpose of the proposed distribution or communication;
 - (3) The dates and hours during which the activities are proposed to be carried out

and the expected duration of the activities;

(4) The number of persons to be engaged in the activities at any given time;

(5) The specific location at the Airport where the applicant desires to conduct the activities;

(6) A statement that the distribution of printed matter or the display of any signs, is not for purposes of charitable, religious or commercial solicitation;

(7) A statement agreeing to indemnify and hold harmless the Authority, its officers, agents and employees against any claim that might be made against them by reason of activities conducted by the applicant pursuant to the permit.

- c. The permit shall be issued with reasonable promptness, not later than 5 days following receipt of the application by the President, CEO, or the applicant shall be furnished with a written statement within such period, indicating why the issuance of the permit was delayed or denied.

6.11.1 Area of Activity

- a. Each permit issued by the President, CEO shall specify the Airport area or areas in which the applicant's proposed activities may be conducted. In making such determination, the President, CEO shall ensure that the proposed activities do not impede access to Airport facilities for Airport patrons and employees. The designation of such areas for picketing activities shall also be in compliance with state and federal laws regulating picketing by members and representatives of employee organizations.
- b. The area designated by the President, CEO shall be subject to change upon written notice to the applicant when, in the judgment of the President, CEO, such change is necessary for the safe and efficient operation of the Airport. The President, CEO may cancel or suspend the permit, without prior notice, due to an emergency, overcrowded conditions, or for security reasons.

6.11.2 Term of Permit

Each permit shall be issued for a specified period not to exceed 60 consecutive days.

6.11.3 Prohibited Conduct

In conducting the activities pursuant to a permit, no person shall:

- a. Obstruct, delay or interfere with the free movement of other persons;
- b. Pin, tie or attach any flower or other symbol, insignia, article or object to the clothing, luggage, or vehicle of any person without his consent;
- c. Assault or touch any person without his consent;
- d. Obstruct or interfere with the conduct of authorized business of the Airport;
- e. Use any musical instrument, noise-making device, sound or voice amplifying apparatus, engage in any singing or chanting, or do anything which will cause reduction in the effectiveness of the public address system or interfere with the

- business function of the Airport;
- f. Place a table, bench, chair, sign or other structure on Airport facilities;
- g. Post or carry any sign larger than 36" x 36";
- h. Verbally harass, threaten or intimidate any person; or
- i. Solicit or request the immediate payment or receipt of funds.

6.11.4 Violations

Any violations of the provisions of Sections 6.11.1 - 6.11.3, by any persons conducting activities pursuant to a permit, shall constitute grounds for termination of the permit. Prior to terminating the permit, the President, CEO shall advise the permittee, either verbally or in writing, of the alleged violation and the permittee shall be given an opportunity to present evidence that the violation did not occur. If no such competent evidence is presented by the permittee, the President, CEO or designee may forthwith terminate the permit by written notice to the permittee.

6.12 CHARITABLE OR RELIGIOUS SOLICITATION

No person shall engage in Charitable or Religious Solicitation on Airport property. This shall not preclude the Authority from sanctioning an annual employee campaign by a coalition of charitable organizations that pool efforts in fundraising and support, provided that such campaign is aimed solely at persons employed by the Authority or employed by participating Tenants, and does not seek to solicit Airport patrons.

6.13 COMMERCIAL SOLICITATION

No person shall engage in commercial solicitation at the Airport, unless such person holds an Airport permit for such activity.

6.14 USE OF SOUND-AMPLIFYING DEVICES

Any form of sound-amplifying equipment, except that which is essential for normal and pertinent Airport operations, shall be prohibited unless required for special occasions and/or authorized by the Authority.

6.15 ACCESS TO RESTRICTED AREAS

Access to Restricted Areas of the Airport shall be permitted only with the express consent of the Authority, for persons:

- a. Assigned to duty within a Restricted Area and entering such Restricted Area in accordance with the current Airport Security Program; or
- b. Under appropriate supervision and in possession of the appropriate tickets, passes, or other such items entering the apron for the purpose of enplaning or deplaning an aircraft.

Access to these Restricted Areas without security clearance pursuant to the Airport Security Program is a federal and state offense and shall subject the offender to criminal

prosecution and civil penalty.

6.16 LOST AND FOUND

Any person finding a lost article on the Airport shall deliver the article to the Airport lost and found office. Information regarding the found item shall be recorded by Airport personnel and items that remain unclaimed by their owner for more than ninety (90) days thereafter may, upon request, be turned over to the finder in accordance with Florida law. Nothing in this section shall be construed to deny the right of Scheduled Air Carriers or other tenants on the Airport, to maintain "lost and found" services for property of their patrons, guests, or employees. Articles to which the owner or finder is not entitled to lawful possession shall be forfeited to the Authority for disposal in accordance with the provisions of applicable Florida law.

6.17 COINS IN THE FOUNTAIN

All coins tossed into the fountain (waterfall) located in the terminal building shall become the property of the Authority.

6.18 SIGNS

Tenants shall be authorized to post signs on their premises, but only under the following conditions:

- a. the sign contains a Commercial Solicitation relating the business conducted on the Tenant's premises
- b. the sign is an allowed accessory use under the Tenant's agreement with the Authority, and approved by the Authority President, CEO
- c. the sign is compliant with any applicable signage regulations of the general purpose local government having land use jurisdiction. Persons exercising First Amendment rights under Section 6.11, shall have the right to display a hand-held sign pursuant to the terms of a permit secured therefore. No other signs shall be permitted on Airport property.

SECTION 7

TENANT USAGE

7.1 GENERAL

Tenants shall comply with all policies, procedures, and practices promulgated from time to time by the Authority, including these Rules and Regulations.

7.2 AIRPORT SECURITY

All persons using the Airport shall be subject to the Airport Security Program (ASP) issued by the Manager, Airport Operations, pursuant to 49 CFR Transportation Security Regulations Part 1542. The ASP contains Sensitive Security Information (SSI) that is controlled by 49 CFR Parts 15 and 1520. Unauthorized release of SSI may result in civil penalty or other action by TSA.

All tenants shall observe proper security procedures as required by the FAA, TSA, or as contained within the TSA approved Airport Security Program (ASP). Tenants shall specifically restrict their employees, agents, customers, guests, or licensees from entering upon any Restricted Area of the Airport without proper authorization issued by the Authority. In the event tenant's employees, agents, customers, guests, or licensees require access to Restricted Areas of the Airport, tenants shall provide any security escort, as required by these Rules and Regulations and the Airport Security Program, and tenants shall be responsible for any violations of these Rules and Regulations or the Airport Security Program by such persons.

7.2.1 Sterile Area

All persons desiring to enter the Sterile Area shall be subject to security screening by the Transportation Security Administration (TSA).

7.2.2 Restricted Area

- a. All persons and vehicles desiring to enter the Restricted Area shall be subject to random security screening.
- b. Only authorized and properly identified personnel and vehicles shall be allowed access into the Restricted Area. Any person who knowingly or willfully gains or allows another person unauthorized access into the Restricted Area by tailgating or piggybacking shall immediately be denied access to the Airport and shall be required to relinquish any key, gate card, identification media, or vehicle permit to the Authority.
- c. Unidentified or unauthorized personnel in the Restricted Area may be detained and/or removed by the President, CEO or designee. The President, CEO or designee may remove unidentified or unauthorized vehicles in the Restricted Area at the owner's expense.
- d. Security doors shall be kept locked or manned as required by the Airport Security Program. Tenants shall be responsible for doors or gates located in their leased areas. Any tenant that knowingly or willfully fails to control unauthorized access into the Restricted Area through doors located on its

tenant leased areas shall be denied permanent access to the Airport and shall be required to immediately relinquish any key, gate card, identification media, or vehicle permit to the Authority.

- e. The Airport reserves the right to deny issuance of, or revoke a person's Airport-issued access medium or identification system, if that person's actions, attitude or behavior are deemed to present a threat to the health, safety, security or welfare of the traveling public or any of the Airport tenants or employees. The Airport may deny the use of or access to Airport premises to that person in accordance with section 2.4.

7.2.3 Security Responsibility

Employees and other persons who are employed or conducting business at the Airport may not:

- a. Tamper or interfere with, compromise, modify, attempt to circumvent any security system, measure, or procedure implemented under the Airport's ASP and TSA Requirements Section 1500 et al.
- b. Enter, or be present within, a Restricted Area without complying with the systems, measures, or procedures being applied to control access as defined in the Airport's ASP and TSA Regulations Section 1500 et al.
- c. Use or allow any Airport-issued access medium or identification system that authorized the access, presence, or movement of persons or vehicles in the Restricted Area in any other manner for which it was issued.

7.2.4 Security Violations

In the event that violation of the Airport Security Program results in the levy of a fine or the imposition of an administrative cost against the Authority, the person committing such violations shall hold the Authority harmless with respect to such fine or imposition.

7.2.5 Payment of Violation

Any monetary amount(s) imposed on a tenant shall be paid by the tenant within fifteen (15) days of written notice or the tenant shall lose all privileges of using the Airport and the Authority may initiate action to collect said amount from tenant.

7.2.6 Additional Security

When an operator or owner of an aircraft desires to provide security guards or police officers to insure the security of the aircraft while on the Airport written prior permission from the President, CEO must be obtained.

7.3 MINIMUM INSURANCE REQUIREMENTS

The Authority requires commercial operators and tenants who operate on the Airport to provide minimum insurance coverage, which shall name the Authority as additional insured. Tenants shall be responsible for providing to the Authority proof of insurance

coverage of the activities of their commercial subtenants or assignee. Minimum insurance coverage requirements for tenants are established by the governing body of the Authority through a public process which requires a Public Hearing. Tenant's minimum insurance coverage may include but is not limited to the following:

- a. Aircraft Liability - Each tenant operating an aircraft on the Airport shall carry, at its expense, aircraft liability insurance including its occupied premises in the amount established by the Authority for the entire period covered by any written agreement.
- b. Automobile Liability - Each commercial operator and tenant whose personnel are trained and authorized to operate any vehicle on the Airport shall carry, at its expense, Automotive Liability insurance covering all owned, leased, hired, borrowed or used automobile or vehicle so operated on the Airport in the amount established by the Authority in Appendix C.
- c. Commercial General Liability – Each tenant, commercial operator, and contractor operating on the Airport shall carry, at its expense, Commercial General Liability insurance including broad form contractual liability insurance, products/completed operations, independent contractors and broad form property damage in the amounts established by the Authority.
- d. Other Insurance - Each tenant who has in effect any written agreement shall carry, at its expense, all insurance required by that agreement in the amounts established by the Authority for the entire period covered by the written agreement.

7.3.1 Notice of Cancellation

With respect to the insurance requirements set forth in Section 7.3 of these Rules and Regulations, said policies shall provide that the Authority and the tenant shall be given a minimum of thirty (30) days written notice by certified or registered mail by the insurance company prior to cancellation, termination, or change in such insurance. If requested, the tenant shall provide the Authority with copies of the policies or certificates evidencing that such insurance is in effect and stating the terms of the coverage.

7.3.2 Lapse in Insurance Coverage

Any person or tenant, who does not maintain the required minimum levels of insurance and continues to operate on the Airport, shall be subject to immediate denial of access to the Airport. Any person who knowingly or intentionally delivers fraudulent, counterfeit, or otherwise invalid proof of insurance to the Authority shall immediately and permanently be denied access to the Airport. This regulation is in accordance with the Resolution Regarding Insurance Certificates adopted by the Authority on August 17, 1992.

7.4 ENVIRONMENTAL LAWS

Each tenant shall comply with federal, state, regional, and local governmental laws, ordinances, regulations, orders, and rules protecting the environment from the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by tenant of its operations on the Airport. Such environmental laws shall include, but not be limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive

Environmental Response, Compensation, and the Liability (Superfund) Act of 1980.

7.4.1 Environmental Indemnification

Each tenant shall indemnify and hold harmless the Authority from and against any and all liability for fines and physical damage to property or injury or death to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by such tenant's failure to comply with any law or regulation, now or hereafter promulgated for the purpose of protecting the environment. Each tenant shall cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

7.5 SANITATION

No tenant shall dispose of or permit its employees or customers to dispose of garbage, papers, refuse or other material on the Airport except in the receptacles provided for that purpose; nor use a comfort station other than in a clean and sanitary manner; nor commit any unsanitary act on the Airport. All environmentally hazardous or toxic materials shall be disposed of in accordance with Section 7.4 of these Rules and Regulations. No vehicle used by a tenant for hauling trash, dirt, or any other material shall be operated on the Airport unless such vehicle is constructed so as to prevent the contents from blowing, dropping, sifting, leaking, or otherwise escaping.

7.5.1 Trash Containers

The Authority designates areas for trash or garbage containers. No tenant shall dispose of such materials in areas other than those designated. Tenants shall keep such areas clean and sanitary at all times. No tenant shall keep trash containers uncovered in any area.

7.6 STORAGE OF EQUIPMENT

No tenant on the Airport shall store or stack material or equipment in such a manner as to constitute a hazard to personnel or property. Tenants shall park and keep equipment in a neat and orderly manner and shall not permit receptacles, chests, cases, or housings to remain open on the apron or ramp without the express approval of the Authority.

All vehicles, equipment, and furniture shall be stored only in leased or designated areas, and shall not obstruct any pedestrian walkways or vehicle roadways.

7.7 MAINTENANCE

Each tenant shall maintain its leased property in such condition of repair, cleanliness, and general maintenance as shall be acceptable to the Authority and in accordance with its individual agreements.

Each tenant shall maintain its equipment and/or vehicle in clean and operational condition and in accordance with section 3.8.

7.8 DAMAGE TO PROPERTY

Each tenant shall be fully responsible for all damages to buildings, equipment, real

property, and appurtenances in the ownership or custody of the Authority or others caused by negligence, abuse, or carelessness on the part of the tenant's employees, agents, customers, visitors, suppliers, or persons with whom the tenant does business. The tenant shall be financially responsible for the cost incurred by the Authority in repairing the damage.

7.9 CLEANING FLOORS

Each tenant shall keep the floors of the hangar, hangar areas, apron, and ramp areas or any area used or leased by tenant in its operations, clean and clear of oil, grease, and other materials or stains except as may be permitted in the tenant's agreement with the Authority. The use of volatile flammable solvents for cleaning floors shall be prohibited. The tenant shall be financially responsible for any repairs or cleaning incurred by the Authority.

SECTION 8

COMMERCIAL ACTIVITIES

8.1 GENERAL

No person shall conduct or engage in any commercial activity of any type on the Airport without prior consent of the Authority. FBOs may sublease their space for commercial activities without prior consent from the Authority. The FBO remains responsible to the Authority for the activities of their subtenants. All commercial operators must comply with these Rules and Regulations.

8.2 USE OF AIRPORT FACILITIES

No person, for any commercial purpose, shall use or occupy any Airport facility other than taxiways and runways, without an agreement with the Authority.

8.3 POSTING OF SIGNS

No person shall post, or display, in any public Airport facility or within public view, a commercial sign or advertisement without prior express consent of the Authority. No tenant may place a sign or advertisement on its leasehold without the approval of the Authority. Such approval shall not be granted unless the sign or advertisement complies with the tenant's contractual rights and obligations; and, further, provided such activity does not adversely effect the overall operation of the Airport or the rights of other tenants on the Airport.

8.4 COMMERCIAL AIRCRAFT ACTIVITIES

The Authority reserves the right to establish fees for use of the AOA and review them whenever necessary, or upon expiration of any agreement. Such fees shall include, but are not limited to, landing fees, apron rental, fuel flowage, or any other charges applicable to Commercial Aircraft operations on the Airport.

8.4.1 Landing Fees - Air Carrier Aircraft

The schedule of rates and charges for all Air Carriers shall be set by the Authority and adjusted periodically or upon expiration of any applicable agreement with the commercial aircraft user.

8.5 AERONAUTICAL RELATED ACTIVITIES

No person, other than FBOs and airlines, shall employ the services of a certified flight instructor, certified airframe or powerplant mechanic, or authorized inspector unless such instructor, mechanic, or inspector is in the full time employment of said person owning the aircraft or is otherwise an employee of a Fixed Base Operator.

Aeronautical activities at the Airport shall only be rendered by operators who meet the Minimum Standards for Aeronautical Activities at SRQ.

8.5.1 Banner Towing

The use of air transportation for hire for the purpose of aerial advertising and banner towing is not permitted at the Airport due to safety and incompatibility with other commercial or private operations.

8.6 GROUND TRANSPORTATION

Ground transportation shall be regulated by the Ground Transportation Operating Rules and Regulations attached hereto as Appendix A.

APPENDIX A

GROUND TRANSPORTATION OPERATING RULES AND REGULATIONS

**This document is periodically revised.
A current copy can be viewed on the
airport's website at www.srq-airport.com**

APPENDIX B

SELF-FUELING RULES AND REGULATIONS

**This document is periodically revised.
A current copy can be viewed on the
airport's website at www.srq-airport.com**

APPENDIX C

INSURANCE REQUIREMENTS

This document is periodically revised.
A current copy can be viewed on the
airport's website at www.srq-airport.com

APPENDIX D

Airport Rescue And Fire Fighting Fuel Safety Inspection Guidelines

**This document is periodically revised.
A current copy can be viewed on the
airport's website at www.srq-airport.com**

ADDENDUM NO. IV

APPLICATION FOR TENANT CONSTRUCTION PERMIT

AT

SARASOTA BRADENTON INTERNATIONAL AIRPORT



TENANT CONSTRUCTION PERMIT

To make additions or alterations to Airport Owned Property

DATE: _____

PERMIT NO.: _____

APPLICANT: Mailing Address: _____ _____ Contact Person: _____ Telephone: _____	CONTRACTOR: Mailing Address: _____ _____ Contact Person: _____ Telephone: _____
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Location of Proposed addition or alteration on Airport Property:

Purpose of addition or alteration:

Leasehold modification includes: **Painting** **Signs** **HVAC** **Electrical** **Plumbing**
 Structural **Pedestrian Circulation** **New Structure**
 Other: _____

Estimated Cost: \$ _____ **Expected date of construction** **From:** _____ **To:** _____

CONCEPTUAL APPROVAL **DETAILED APPROVAL**

**THREE COPIES OF DETAILED PLANS SHALL BE FILED WITH THIS APPLICATION.
ONE APPROVED COPY WILL BE RETURNED.**

Detailed plans should include: - Footprint on ALP - Height, Ground elevation - Materials - Lot Lines
 - Utilities - Permits - Construction Plans

1. The applicant agrees to:
 - a. Conform to the requirements of the Rules & Regulations of the Sarasota Manatee Airport Authority (Authority).
 - b. Obtain the required insurance naming the Authority as Additional Insured
 - c. Perform all work strictly in accordance with the permit and approved plans within six (6) months of approval. Lessee will restore contiguous areas affected at the discretion of the Authority
 - d. Obtain all necessary airport, federal, state and local permits and comply with all applicable codes and regulations governing such operations.
 - e. Indemnify the Authority, its members, agents, and employees from any and all claims and damages which may arise directly or indirectly from or during the construction or use of the facilities.
 - f. If requested by Airport Management, furnish one (1) copy of an as-built reproducible drawing upon completion of work.
 - g. Post this Construction Permit or make it available on demand at the project site.
2. This issuance of a permit or approval of plans by the Authority, its commissioners, agents or employees shall in no way be construed as approval of method or design as far as structural soundness or compliance with applicable codes or regulations is concerned.
3. The Authority shall be notified in writing at least seven (7) days before construction begins.
4. The issuance of a permit hereunder shall not be an alteration or amendment of the basic lease herein.

APPLICANT SIGNATURE: _____

THIS SECTION FOR AIRPORT USE ONLY

Comments to include information regarding communications with applicant and/or suggestions, including information relative to disapproval of project.

FIRE DEPT COMMENTS:

D Approved D Disapproved

Signature _____

Date: _____

ENGINEERING/ENVIRONMENTAL COMMENTS:

D Approved D Disapproved

Signature _____

Date: _____

FACILITIES COMMENTS:

D Approved D Disapproved

Signature _____

Date: _____

OPERATIONS COMMENTS:

D Approved D Disapproved

Signature _____

Date: _____

IT COMMENTS:

D Approved D Disapproved

Signature _____

Date: _____

PERMIT APPROVED BY PRESIDENT/CEO: _____

DATE: _____