

RESOLUTION NO. 2024-06

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

WHEREAS, the Sarasota Manatee Airport Authority (the "Airport Authority"), is an Independent Special District created by Chapter 2003-309, Laws of the State of Florida, and is the owner and operator of the Sarasota Bradenton International Airport (the "Airport"); and

WHEREAS, the Airport Authority is authorized and empowered to lease land and facilities at the Airport and to establish and collect rates, fees and charges for the use of land and facilities at the Airport; and

WHEREAS, the Airport Authority leases land at the Airport to Fixed Base Operators (FBOs) to provide aircraft fueling and maintenance services as well as aircraft hangars, in accordance with the terms and conditions of their operating agreement and the Minimum Standards for Aeronautical Activities at the Airport; and

WHEREAS, the Airport Authority owns certain lands that are not leased to FBOs, on which land the Airport Authority has developed and leases aircraft t-hangars to individual, non-commercial tenants; and

WHEREAS, the Airport Authority desires by this Resolution to amend certain guidelines regulating the lease of Authority owned aircraft t-hangars,

NOW, THEREFORE, BE IT RESOLVED:

Resolution No. 2022-02 is hereby deleted in its entirety and replaced by this Resolution 2024-06, with such terms and conditions as follows:

1. Term. All Airport Authority owned aircraft t-hangars shall be leased for a term of one (1) year. Leases may be renewed or reissued on an annual basis subject to approval by the Airport Authority.

2. Use. Airport Authority owned aircraft t-hangars shall be used solely for the storage of the tenant's aircraft and the routine maintenance and repair of the tenant's aircraft, as set forth in the Federal Aviation Administration (FAA) Policy for "Non-Aeronautical Use of Airport Hangars", dated June 15, 2016, which Policy is incorporated by reference in its entirety herein. The FAA Policy provides for the use of aircraft hangars for: 1) storage of aircraft, 2) final assembly of aircraft under construction, 3) non-commercial construction of amateur-built or kit-built aircraft, 4) maintenance, repair, or refurbishment of aircraft, and not indefinite storage of nonoperational aircraft and, 5) storage of equipment, workbenches, tools, and materials used in the servicing, maintenance, repair or outfitting of aircraft.

In addition to the FAA Policy, the following restrictions shall apply: 1) provided the t-hangar is used primarily for aircraft storage, non-aeronautical items excluding vehicles and vessels may be stored in the t-hangar provided they do not interfere with the storage of the aircraft; 2) subject to the Airport Rules and Regulations and the requirements herein, tenant's vehicle may be parked temporarily in the t-hangar during tenant's aircraft operations, 3) maintenance or servicing of aircraft for compensation is prohibited in Authority owned aircraft t-hangars unless performed by an on-Airport FBO, 4) only individual, non-commercial Tenants may lease Authority owned aircraft t-hangars, and 5) commercial aviation tenants may lease Authority owned aircraft t-hangars numbers J-7 and J-8 only, to store aircraft, if the aircraft are operated from an FBO apron.

3. Maintenance. General maintenance and repair of hangar structures shall be performed by the Airport Authority at the Authority's expense. Tenants shall be held responsible for any costs incurred by the Authority for maintenance or repair resulting from the tenant's negligence or abusive use of the t-hangar.

4. Rental Rates. The Airport Authority shall periodically review all rental rates, fees and charges for the use and occupancy of Authority owned t-hangar and adjust said rental rates, fees and charges as necessary within its Annual Budget Resolution, effective October 1 of each year.

5. T-Hangar Waiting Lists. The Airport Authority shall maintain a waiting list(s) of interested parties wishing to lease t-hangers from the Authority. The Authority shall have the sole discretion to reject any applicant that has previously demonstrated a disregard for compliance with this Resolution or the Airport's Rules and Regulations. An annual fee shall be assessed for each name added to the waiting list. The Airport Authority shall periodically review the annual fee assessed to be on the waiting list and may adjust the fee as it deems necessary.

6. Assignments and Subletting. The assignment and subletting of aircraft t-hangars, or any portion thereof, is not permitted.

7. Co-Tenancy. Co-tenancy of aircraft hangars, or any portion thereof, is not permitted. Only one (1) lease per aircraft t-hangar is permitted.

8. Insurance. Tenants shall carry at their expense Aircraft Liability insurance including Premises coverage during the term of their lease, with terms and company satisfactory to Authority, for limits of not less than \$1,000,000 per occurrence for Bodily Injury Liability and Property Damage Liability. Tenants granted vehicle access to an aircraft t-hangar shall carry at their own expense Automobile Liability insurance during the term of their lease, with terms acceptable to the Authority, for limits of not less than \$500,000 per occurrence for Bodily Injury Liability and Property Damage Liability. The Authority, its officers, agents, and employees shall be named as additional insured. As to any policy to be carried by tenants, said policy shall provide that the Authority and the tenant shall be given a minimum of 30 days written notice by the insurance company prior to cancellation, non-renewal or material change in such insurance. The tenant shall provide the Authority with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.

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

10. Non-application to FBOs. This Resolution shall not apply to or regulate the development, use, or rental for those general aviation facilities on Airport-owned lands under lease to FBOs.

11. Supplemental Regulations. This Resolution and the requirements stated herein shall be in addition to the Airport Rules and Regulations, as may be amended.

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

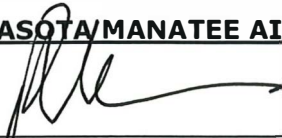
Adopted this 26th day of August 2024.

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**



Charles D. (Dan) Bailey, Jr., General Counsel
Williams Parker

SARASOTA/MANATEE AIRPORT AUTHORITY



Robert Spencer, Chairman

ATTEST:



Doug Holder, Secretary