

SARASOTA
BRADENTON
INTERNATIONAL
AIRPORT

SARASOTA MANATEE AIRPORT AUTHORITY

MINIMUM STANDARDS

FOR

AERONAUTICAL ACTIVITIES

SARASOTA BRADENTON INTERNATIONAL AIRPORT

MARCH 31, 2025

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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, join 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 Application 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.

Aeronautical Activities	Notes
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.

Fuels and Lubricants	Notes
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.

Capacity and Storage	Gallons	Notes
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:

Fueling Equipment	Gallons	Notes
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:

Vehicles and Services	Standard	Notes
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:

Leased Premises	Square Feet	Notes
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:

Hours of Operation	Standard	Notes

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:

Leased Premises	Square Feet
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:

Personnel	Standard	Notes
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.

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- 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.

Leased Premises	Square Feet	Notes
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.

Leased Premises	Square Feet	Notes
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 employee 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.

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, 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.

Leased Premises	Square Feet
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 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 Ten Million ($10,000.000) 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.

Leased Premises	Square Feet	Notes
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.

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, 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 will 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.
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ARTICLE 26
AUTHORITY OWNED AIRCAFT 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:

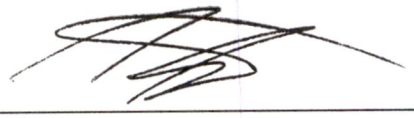
- The public in time of an emergency.

- 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: 3/31/2025

ATTEST

By: 

Secretary

Date: 3/31/2025