



**RALEIGH-DURHAM
AIRPORT AUTHORITY
MINIMUM STANDARDS
FOR COMMERCIAL
AERONAUTICAL
ACTIVITIES**

Adopted April 1, 2024

Raleigh-Durham International Airport Minimum Standards for Commercial Aeronautical Activities

PRESIDENT & CEO APPROVAL

Pursuant to its proprietary role as the owner and operator of the Raleigh-Durham International Airport, the Raleigh Durham International Airport Authority, through the President & Chief Executive Officer, adopts these Minimum Standards for Commercial Aeronautical Activities to encourage and ensure, to the greatest extent possible, the provision of adequate aeronautical services and activities at and from the Raleigh-Durham International Airport (Airport) as well as the economic health of the Airport and the orderly redevelopment and further development of aeronautical and related support facilities at the Airport.

Issued and Approved by:

Michael J. Landguth

Michael J. Landguth, A.A.E.
President & CEO

Date: Mar 22, 2024

FOREWORD

The Raleigh-Durham Airport Authority (Authority), as established by the North Carolina General Assembly in 1939 and acting by virtue of the powers granted to it, as those powers have been amended from time to time, hereby establishes these Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) for Raleigh-Durham International Airport (Airport). These Minimum Standards will apply to all new Operator Agreements and existing Operator Agreements to the extent specified herein.

The Authority reserves the right to amend these Minimum Standards as may be necessary or desirable to improve the quality of services at the Airport, to enhance competition, when deemed to be in the Authority's best interest or the public's best interest, or, when necessary, to comply with Federal Aviation Administration (FAA), Transportation Security Administration (TSA), or other governmental regulations, including the Authority's Airport Rules and Regulations.

If any section, subsection, sentence, clause, or phrase of these policies and procedures is, for any reason, held to be invalid or unconstitutional by the FAA or any court of competent jurisdiction, then such decision shall neither affect nor impair any of the remaining provisions.

The President and Chief Executive Officer (President & CEO) of the Airport is authorized to act for the Authority in connection with the enforcement of all Minimum Standards contained herein.

REVISIONS

Revision Number	Effective Date	Summary of Amendments:
001	04/01/2024	<p>Added definitions for "Itinerant Operator", "Tier 1", and "Tier 2"</p> <p>Revised fees for third-party SASOs performing services on behalf of FBO to pay rates set annually in Rates and Charges</p> <p>Re-categorized Aircraft Detailing Services as Independent Operators</p> <p>Added applicability exclusion for Itinerant Operators</p> <p>Replaced Exhibit A – Minimum Insurance Requirements</p>

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SECTION 1. ACRONYMS

Below is a list of common acronyms used throughout this Minimum Standards document.

AC	Advisory Circular
ADG	Airplane Design Group
ALP	Airport Layout Plan
AOA	Aircraft Operation Area
CFR	Code of Federal Regulations
CHRC	Criminal History Records Check
FAA	Federal Aviation Administration
FBO	Fixed Base Operator
NPIAS	National Plan of Integrated Airport Systems
RDUAA	Raleigh-Durham International Airport Authority
SASO	Specialized Aviation Service Operator
SIDA	Security Identification Display Area
STA	Security Threat Assessment
TSA	Transportation Security Administration
U.S.C.	United States Code

SECTION 2. GENERAL STATEMENT OF POLICY

- A.** The Raleigh-Durham Airport Authority (Authority), as the owner and operator of Raleigh-Durham International Airport (Airport), in order to encourage and ensure the provision of adequate aeronautical services and activities at and from the Airport, the economic health of the Airport, and the orderly redevelopment and further development of aeronautical and related support facilities at the Airport, has established these Minimum Standards for Commercial Aeronautical Activities (Minimum Standards).
- B.** Notwithstanding the provisions herein, each Operator conducting one or more Commercial Aeronautical Activities at the Airport shall conduct its business and activities in a safe and professional manner consistent with all Federal Aviation Administration (FAA) standards and applicable federal, state, and local laws and regulations.
- C.** It is the intent and policy of the Authority to operate and develop the Airport as a public-use aviation facility serving a wide range of aeronautical uses, consistent with its role as established in the National Plan of Integrated Airport Systems (NPIAS). The Airport is publicly owned and operated and is the recipient of federal grant funds under the Airport Improvement Program. As a grant recipient, the Authority is subject to certain federal grant assurances and sponsor obligations that impose a wide range of operational obligations. Among those most relevant for the Minimum Standards, the federal grant assurances require the Authority to operate the Airport in as financially self-sufficient manner as possible and provide Entities the opportunity to engage in Commercial Aeronautical Activities at the Airport meeting the Minimum Standards as established by the Authority. Those grant assurances also require that the Authority treat aeronautical users without unjust discrimination, and these Minimum Standards are designed to establish uniform standards applicable to Entities engaging in Commercial Aeronautical Activities. The Authority has established these Minimum Standards with the intent of providing fair and reasonable rules to govern the conduct of Commercial Aeronautical Activities.
- D.** It is the policy of the Authority that any Entity wishing to provide a Commercial Aeronautical Activity(ies), as defined herein, shall be given a not unjustly discriminatory opportunity to compete for the use of available Airport land and/or facilities.
- E.** These Minimum Standards establish the threshold operational and facility requirements for those Operators wishing to engage in Commercial Aeronautical Activities at the Airport; they were developed in accordance with industry standards, including FAA Advisory Circular (AC) 150/5190-7, *Minimum Standards for Commercial Aeronautical Activities*, dated August 28, 2006.
- F.** The Authority reserves the right to amend these Minimum Standards to establish additional standards for Commercial Aeronautical Activities not addressed in these Minimum Standards or to address such standards on a case-by-case basis in an appropriate Agreement with an Entity, in the Authority's discretion.
- G.** Subject to applicable orders, certificates, or permits of the FAA or its successor, no Entity shall use Airport property for a Commercial Aeronautical Activity unless such Entity has first complied with these Minimum Standards and entered into an Agreement with the Authority, or received a Permit, expressly authorizing each Commercial Aeronautical Activity.
- H.** It is the intent of the Authority to enforce these Minimum Standards in a consistent, uniform, and fair manner.
- I.** The Minimum Standards shall be effective upon enactment and shall apply to (i) any new Agreement to conduct a Commercial Aeronautical Activity on the Airport; and (ii) any

existing Agreement and any amendment to an existing Agreement, to the fullest extent permissible and in the manner provided under any such Agreement. All existing Operators shall become subject to the then-current Minimum Standards upon the modification, amendment, extension, or renewal of an existing Agreement.

- J. The establishment of these Minimum Standards does not alter the Authority's proprietary exclusive right to be the sole provider of any Commercial Aeronautical Activity, as it may deem at its reasonable discretion to be prudent and appropriate.
- K. Wherever in these Minimum Standards the approval of the Authority is required, it is assumed (unless stated explicitly otherwise) that such approval may be given by the President & CEO.

SECTION 3. DEFINITIONS

For the purposes of these Minimum Standards, the following definitions shall apply:

- A. **Aeronautical Activity or Service** means any activity or service conducted on the Airport that involves, makes possible, or is required for the operation of aircraft, or that contributes to or is required for the safety of aircraft operations. The following services/activities commonly conducted on airports are Aeronautical Activities within this definition: aircraft charter, aircraft management, pilot training, aircraft rental, sightseeing flights, aerial photography, agricultural applications, aerial advertising, air ambulance services, surveying, aircraft sales and transactional services, sale of Aircraft Fuel, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that, because of their direct relationship to the operation of an aircraft, can appropriately be regarded as an aeronautical activity.
- B. **Agreement** means a written contract or Permit executed by the parties and enforceable by law between the Authority and an Entity. Such Agreement or Permit shall include but not be limited to the terms and conditions under which specified activities will be conducted at the Airport and the rights and obligations of the respective parties.
- C. **Air Taxi/Charter** means any Entity that engages in the business of providing on-demand common carriage air transportation (persons or property) to the general public for hire, on a prearranged basis as defined under 14 CFR Part 135.
- D. **Aircraft** means any contrivance now known or hereafter designed, invented, or used for navigation or flight in the air or space, except a parachute or other contrivance used primarily as safety equipment.
- E. **Aircraft Fuel** means all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine in an aircraft.
- F. **Aircraft Fueling Vehicle** means any vehicle used for the transportation, delivery, and dispensing of Aircraft Fuel.
- G. **Aircraft Line Maintenance** means any work required to be carried out on an Aircraft in accordance with the respective manufactures manuals and which Operator may accomplish without returning such Aircraft to an authorized repair facility or overhaul base. Line Maintenance includes, without limitation, the provision, rework or replacement of parts and the provision of labor in the course of work as mentioned in the preceding sentence.
- H. **Aircraft Movement Area** means the Airport's runway and taxiways used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

- I. Airplane Design Group (ADG)** means an FAA-designated grouping of aircraft based upon wingspan and tail height. The groups are as follows:
1. Group I: up to but not including 49 feet
 2. Group II: 49 feet up to but not including 79 feet
 3. Group III: 79 feet up to but not including 118 feet
 4. Group IV: 118 feet up to but not including 171 feet
 5. Group V: 171 feet up to but not including 214 feet
 6. Group VI: 214 feet up to but not including 262 feet
- J. Airport Layout Plan (ALP)** means the scaled drawing depicting the existing physical layout for the Airport and the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navigational aids, and allocation of Airport land or improvements to specific uses or development. The ALP shall be amended as needed by the Authority to reflect changes in existing development and infrastructure at the Airport.
- K. Aircraft Operations Area (AOA)** means runways, taxiways, and associated safety areas and other areas of the Airport, including loading aprons and aircraft parking areas, that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of Aircraft.
- L. Airport** means Raleigh-Durham International Airport, located in north central North Carolina, in Wake County, eleven miles northwest of Raleigh and ten miles southeast of Durham, approximately equidistant from the downtown area of each city, including all real property easements or any other interest therein, as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by the Authority.
- M. Airport Security Program** means the Transportation Security Administration (TSA)–approved program, including any amendments or revisions thereto, that governs Airport security.
- N. Authority** means the Raleigh-Durham Airport Authority, as established by the North Carolina General Assembly in 1939 by the North Carolina General Assembly through a public-local law: an Act Enabling the City of Raleigh, the City of Durham, the County of Durham, and the County of Wake, to Jointly Establish an Airport and provide for the Maintenance of a Joint Airport by said Cities and Counties, 1939 North Carolina Session Laws chapter 168 (Charter).
- O. Authority Board** means the eight-member board established by the North Carolina General Assembly in 1939 and responsible for the governance of the Authority.
- P. Authority Parties** means the Authority, City of Raleigh, the City of Durham, the County of Durham and the County of Wake, and their respective Directors, Commissioners, Council persons, Officers, agents, employees, and contractors, and the term “Authority Party” shall be construed accordingly.
- Q. Commercial Aeronautical Activity** means any ongoing activity conducted at, on, from, or in conjunction with the Airport intended to result in monetary gain to the Entity conducting such activity, as defined in these Minimum Standards. This definition does not include air carrier operations conducted under 14 CFR Part 121, but does include the fueling or servicing of those operations. A Commercial Aeronautical Activity also includes any third-party Specialized Aviation Service Operator (SASO), or contract employee of a fixed base operator (FBO) engaged in the performance of a Commercial Aeronautical Activity for compensation or hire at the Airport who is not an employee of an FBO or a SASO. For purposes of this definition, “commercial purposes” refers to the conduct of any aspect of a business, concession, operation, or agency providing goods or services for compensation

or hire, including exchange of services, whether or not such objectives are accomplished. An activity is considered a Commercial Aeronautical Activity regardless of whether the business is nonprofit, charitable, or tax-exempt.

- R. Entity (or Entities)** means a Person; firm; partnership; limited liability company (LLC); or corporation; proprietorship, association, or group; and includes any authorized trustee, receiver, assignee, or other similar representative of the previously noted business organizations.
- S. Environmental Laws** means all applicable local, state, and federal laws, statutes, ordinances, rules, regulations, and orders concerning or relating to public health and safety, worker/occupational health and safety, and pollution or protection of the environment, including the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 United States Code (U.S.C.) §§9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§1801, et seq.; the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 U.S.C. §§1251, et seq.; The Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901, et seq.; and the Toxic Substances Control Act, as amended, 15 U.S.C. §§2601, et seq.
- T. FAA** means the Federal Aviation Administration.
- U. Facility** means (i) all Authority-approved buildings, related site improvements, and other improvements, financed and constructed by the Operator on the Premises and (ii) all Authority-owned buildings and related site improvements that are located on the Premises and/or the Permitted Area. This definition includes, without limitation, structures, buildings, hangars, aircraft taxiways, aircraft taxiway markings, aircraft taxiway lighting, aircraft parking aprons and tiedowns, ramps, fencing, access control, lighting, automobile parking, and all utility infrastructure and connections, all as may be applicable and as may be required.
- V. Fixed Base Operator (FBO)** means any Entity duly licensed and authorized by an Agreement with the Authority to operate and offer Commercial Aeronautical Activities to the public at the Airport in compliance with such Agreement and pursuant to these Minimum Standards.
- W. Fuel Storage Area** means any portion of the Airport designed and approved by the Authority (temporarily or permanently) as an area in which Aircraft Fuel, motor vehicle fuel, or any other type of fuel or fuel additive may be stored.
- X. Fueling or Fuel Handling** means the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from Fuel Storage Areas, Aircraft, vehicles, or equipment.
- Y. Itinerant Operator** means any aircraft using the Airport on an irregular basis or without regular scheduling, and not based at the Airport.
- Z. Minimum Standards** means these Minimum Standards for conducting Commercial Aeronautical Activities, as amended.
- AA. Non-Commercial Aeronautical Tenants** means an Entity conducting an Aeronautical Activity on the Airport but not conducting any Commercial Aeronautical Activity.
- BB. Operator** means either an FBO, SASO, or Independent Operator, as applicable, or the Authority, when performing a Commercial Aeronautical Activity, unless the context clearly indicates another meaning.

- CC.** **Permit** means an administrative approval issued by the Authority to an Entity to conduct a Commercial Aeronautical Activity from facilities and locations where such services are authorized.
- DD.** **Permitted Area** means an area on the Airport designated by the President & CEO and set forth in an Agreement for use by an Operator to perform one or more Commercial Aeronautical Activity(ies). Permitted Areas may, or may not, include leased Premises. The Permitted Area will include, but may not be coextensive with, the Premises of the Operator in instances where the Operator leases land from the Authority.
- EE.** **Person** means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic and includes any trustee, receiver, committee, assignee, or other representative or employee thereof.
- FF.** **Personnel** means persons who are employees, or contractors, of an Operator or who are contractually obligated to render services to the public on behalf of an Operator.
- GG.** **Premises** means an Operator's defined leased areas of Airport land and/or associated Facilities pursuant to an Agreement with the Authority.
- HH.** **President and Chief Executive Officer (CEO)** means the individual duly appointed by the Authority Board, or such other person designated by the President & CEO, to exercise functions with respect to the rights and obligations of the Authority under these Minimum Standards. The authority of the President & CEO is further defined in the Ordinances of the Authority.
- II.** **Rules and Regulations** means those principles and orders implemented by the President & CEO to carry out the purpose and intent of the Ordinances of the Authority. Rules and Regulations shall further mean the Raleigh-Durham Airport International Airport Rules and Regulations approved document, including any amendments, updates or revisions thereto, that govern policies, procedures, and regulations promulgated by the Authority for use of the Airport.
- JJ.** **Shall** for purposes of these Minimum Standards and as used herein, the word "shall" is always mandatory and not merely directory.
- KK.** **Security Identification Display Area or SIDA** means the area identified in the Airport Security Program (ASP) that requires a continuous display of Airport-issued or -approved identification media.
- LL.** **Space** means the volume of land and Facilities measured in acres or square feet.
- MM.** **Specialized Aviation Service Operator SASO** means any Entity that provides aircraft maintenance, aircraft charter services, aircraft flight instruction, aircraft rental, or any one or more of the Commercial Aeronautical Activities listed in SECTION 12 of these Minimum Standards but does not meet the requirements to be an FBO.
- NN.** **Tier 1** means FAA Aircraft Design Group (ADG) groupings I (e.g. Cessna 421, Piper PA-31) through III (e.g. Boeing 737-700, Airbus A 320, Embraer ERJ 190-100).
- OO.** **Tier 2** means FAA Aircraft Design Group (ADG) grouping I (e.g. Cessna 421, Piper PA-31) aircraft only.
- PP.** **Term** means a period of time in which an Agreement is in force.
- QQ.** **TSA** means the Transportation Security Administration.

SECTION 4. EXCLUSIVE RIGHTS

- A.** The granting of an exclusive right to conduct Commercial Aeronautical Activities at the Airport is contrary to the Authority's grant assurance obligations. An exclusive right is a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. The Authority will not grant an exclusive right to conduct a Commercial Aeronautical Activity at the Airport.
- B.** The presence on the Airport of only one Operator engaged in a particular Commercial Aeronautical Activity does not, in and of itself, indicate that an exclusive right has been granted. In accordance with the FAA grant assurances, the Authority will not enter into or promote any understanding or commitment or express agreement to exclude other reasonably qualified Operators. Accordingly, those Entities who desire to enter into an Agreement with the Authority to engage in a Commercial Aeronautical Activity should neither expect nor request the Authority to exclude others who desire to engage in the same or similar activities. The opportunity to engage in a Commercial Aeronautical Activity shall be made available to those meeting these Minimum Standards relevant to such activity and as space may be available at the Airport for such an activity.

SECTION 5. GENERAL REQUIREMENTS

- A.** Each Operator shall meet or exceed the requirements of this section, as well as the standards applicable to the Operator's Commercial Aeronautical Activity on the Airport.
- B.** Each Operator shall demonstrate, to the satisfaction of the Authority, that it is capable of consistently providing the proposed Commercial Aeronautical Activity(ies) in a safe, secure, efficient, prompt, courteous, and professional manner for a fair and reasonable price. This includes, but is not necessarily limited to, demonstrating that the Operator's aviation/business background and experience are appropriate for the proposed Commercial Aeronautical Activity and that the Operator has the resources to realize its business objectives.
- C.** Each prospective Operator shall provide evidence, satisfactory to the Authority, of its financial responsibility. The prospective Operator shall also demonstrate financial capability to initiate operations, to construct proposed Facilities, and to provide working capital to carry on the contemplated Commercial Aeronautical Activity(ies).
- D.** No Operator shall engage in any type of Commercial Aeronautical Activity without first obtaining an Agreement or Permit from the Authority authorizing such Commercial Aeronautical Activity in accordance with specifications established by these Minimum Standards. Agreements shall include all provisions required by law and obligations placed upon the Authority by all federal and state agencies and any other contracting provisions deemed necessary by the Authority.
- E.** Each Operator shall pay the Authority fair, reasonable, and not unjustly discriminatory rent, fees, and charges based upon the scope of the Commercial Aeronautical Activity being provided and as specified in the Authority's Rates and Charges Ordinance.
- F.** The Authority reserves the right to charge a reasonable fee for use of aircraft parking aprons by individual aircraft operators, FBOs, or other Operators, which fees shall be paid promptly by the Operator.
- G.** Each Operator shall comply with applicable federal, state, and local laws and all rules, regulations, orders, certificates, or permits required by the FAA, TSA, Authority, and any other federal, state, or local agencies and successors having jurisdiction over the Airport and the activities at the Airport, as well as comply with Environmental Laws and local fire

regulations, as may currently exist, be developed in the future, or be modified from time to time. Additionally, each Operator shall comply with those items outlined in the FAA's Hangar Use Policy¹ as well as successor policies so provided by the FAA. Operators shall immediately report to the President & CEO all violations of applicable federal, state, and local laws, rules, regulations, orders, certificates, or permits whether caused by the Operator, or its Personnel, tenants, customers, guests, or agents. Operators shall further immediately notify the President & CEO of any unauthorized use of Airport property for non-aeronautical purposes by Personnel, tenants, customers, guests, or agents.

- H.** Each Operator shall conduct its Commercial Aeronautical Activity(ies) in a lawful and sanitary manner, including the timely handling and disposal of all solid waste, regulated waste, and other materials. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property is not permitted on the Airport.
- I.** Each Operator shall, at its sole expense, provide and maintain all equipment and facilities, and provide the required services and level of performance as set forth herein.
- J.** Each Operator shall, at its sole expense, be responsible for the prompt and thorough removal of snow and ice from its Premises to areas at the Airport designated by the President & CEO for the placement of snow and ice.
- K.** Each Operator shall furnish good, prompt, courteous, and efficient services adequate to meet all reasonable demands on a fair, reasonable, and not unjustly discriminatory basis to all users who wish to avail themselves of the Operator's services. Each Operator shall maintain and operate its Commercial Aeronautical Activity(ies) in a first-class manner and shall at all times keep its Premises in a safe, clean, and orderly condition, consistent with the business activity contemplated hereunder and the reasonable satisfaction of the Authority.
- L.** The Authority recognizes that the Airport is the gateway to the Research Triangle Region for many visitors. For that reason, it is important that not only Authority staff but also all Operators and their Personnel convey a welcoming and professional demeanor, and that Operators provide service to the public that is consistent with best practices of similarly situated airports elsewhere in the country. The Authority expects that each Operator will provide a standard of service that is at least as high as that which is typical and expected at similarly situated airports elsewhere in the country.
- M.** Each Operator shall follow all applicable security regulations and requirements established by the federal, state, and local governments and shall abide by all the applicable provisions of the Airport Security Program. The Authority reserves the right to require that principal officers of an Operator, regardless of level of involvement in the actual operation of the Commercial Aeronautical Activity(ies), and any Personnel, customer, contractor, or sublessee of the Operator submit to a Security Threat Assessment (STA) or criminal history records check (CHRC), including fingerprinting, at the expense of the Operator, dependent upon which area of the Airport direct, unescorted access is required. The President & CEO may exclude any Entity from Airport property or suspend the authority of an Operator to conduct business at the Airport if the results of the STA or CHRC indicate to the Authority, in its reasonable discretion, that the Entity poses a threat to the Airport, local community, state, or nation.
- N.** Each Operator's Agreement shall identify a Permitted Area (which may or may not include Premises) for the services to be offered, as required by the Authority for the type of services to be offered. The Authority in its discretion may allow an Operator's Permitted Area to include space subleased from another Operator.

¹ FAA Policy on Non-Aeronautical Use of Airport Hangars, 81 Federal Regulations 38906 (June 15, 2016).

- O.** Each Operator shall control its Premises (if applicable) so as to prevent unauthorized access to the AOA and/or SIDA. Each Operator must use the Authority's approved access control system and vendor to secure AOA access portals on the Operator's Premises or Permitted Area. The cost of the access control system installation and maintenance of all equipment will be borne by the Operator. The Authority reserves the right to change vendors from time to time. The Operator will use the Authority approved vendor for all installation and maintenance needs. The Operator may request to install an independent access control system, subject to Authority approval. Operator shall submit a construction security plan for all major construction activity occurring inside the AOA or affecting Airport security. The plan must be submitted in writing and approved by the Authority and TSA before beginning construction activity
- P.** No building, structure, tiedowns, aircraft parking aprons, paving, aircraft taxi areas, or other improvements or additions to the Airport shall be altered, removed, placed, or constructed on the Airport without the written prior approval of the President & CEO.
- Q.** All construction on the Airport shall be subject to all federal, state, and local rules and regulations, including local fire code, zoning, and building regulations.
- R.** Each Operator shall provide a sufficient number of properly certificated, rated, and trained Personnel to carry out their assigned duties for each Commercial Aeronautical Activity provided. Multiple responsibilities may be assigned to Personnel to meet the requirements set forth herein. Where more than one Commercial Aeronautical Activity is being provided by an Operator, multiple uses can be made of aircraft and those aircraft designated as intended for a single use by FAA regulations.
- S.** Each Operator shall make its services available to the public in accordance with the operating schedule described herein for each Commercial Aeronautical Activity being provided.
- T.** Each Operator shall demonstrate to the Authority's satisfaction evidence of its ability to meet the Authority's General Requirements and acquire and maintain insurance coverage in the type and amounts as set forth in Exhibit A for each particular type of Commercial Aeronautical Activity to be provided to the public.
- U.** To the extent not covered by the insurance carried by Operator for the Authority's benefit, Operator shall indemnify, defend (using legal counsel reasonably acceptable to the Authority), and save the Authority Parties harmless from and against any and all claims, actions, proceedings, litigation, damages, liability, costs, fees (including, but not limited to, attorneys', accountants', paralegals', experts', and escrow fees), fines, penalties, and/or expenses which may be imposed upon, claimed against, or incurred by the Authority, wholly or in part, directly or indirectly, by reason of any act or omission of Operator (and/or Operator's affiliates, partners, officers, directors, assigns (if applicable), subtenants (if applicable), agents, representatives, employees, invitees, suppliers, or contractors), asserted by any person(s), including agents or employees of the Authority or Operator, on account of: (a) loss of life or injury to persons; (b) loss of or damage to property occurring in, on or about, or arising out of the use, occupation, or management of the Premises and any appurtenances thereto; (c) violation of aviation safety or security requirements promulgated by the FAA by any person using the Premises, or gaining access to restricted areas of the Airport over or through premises leased or controlled by Operator; (d) any and all regulatory claims arising from Operator's acts or omissions on the Premises; (e) any condition created in or about the Premises by Operator, including any accident, injury or damage occurring on or about the Premises; and (f) any breach, violation or non-performance of any of Operator's obligations under these Minimum Standards; provided, however, that nothing contained herein shall be construed as requiring Operator to indemnify and save the Authority harmless from or against all such claims, actions,

damages, liability or expense which may be caused by the sole negligence or willful misconduct of the Authority.

In case the Authority shall be made a party to any litigation commenced by or against Operator, its subtenants, employees, agents, assigns, contractors or guests, then Operator shall protect and hold the Authority harmless and shall pay all costs and expenses, including reasonable attorney's fees, incurred or paid by the Authority in connection with such litigation. Operator also shall pay all costs and expenses, including reasonable attorney's fees, incurred or paid by the Authority in successfully enforcing the covenants, conditions and agreements contained in these Minimum Standards, including any action for the collection of rentals, fees, and charges, whether or not incurred as a result of litigation.

For the purposes of these Minimum Standards, Operator shall include Operator and Operator's affiliates, partners, officers, directors, assigns (if applicable), subtenants (if applicable), agents, representatives, employees, invitees, suppliers, or contractors. Each party hereto shall give the other prompt and timely written notice of any claim made or suit instituted of which it has knowledge which in any way, directly or indirectly, affect or may affect the rights and liabilities of the other party.

- V. Each Operator shall comply with applicable Environmental Laws and other applicable environmental regulations as may be required by the State of North Carolina. Operators shall be responsible for all cleanup costs caused by or arising from their Commercial Aeronautical Activity including but not limited to the spill of lavatories, biohazard products, petroleum products, hazardous materials, firefighting agents, or any material or chemical regulated by the Environmental Laws.
- W. Each Operator shall pay all applicable sales, use, intangible, and ad valorem taxes of any kind, assessed against any Premises it occupies or uses on the Airport, the real property, and any improvements thereon, or which result from the Operator's occupancy or use of the Airport, whether levied against the Operator or Authority.

SECTION 6. PROHIBITED ACTIVITIES

Operators shall not:

- A. provide Commercial Aeronautical Activities beyond those expressly authorized in an applicable Agreement or Permit;
- B. charge for use of public facilities outside their Premises or Permitted Area;
- C. use the Airport or their Premises or Permitted Area for nonaeronautical land uses and activities without prior written consent from the Authority;
- D. conduct unsafe operations;
- E. conduct through-the-fence activities as defined by the FAA; or
- F. conduct Commercial Aeronautical Activity(ies) in a manner that violates FAA grant assurances; or provide Commercial Aeronautical Activities or Facilities where the Authority has exercised its proprietary exclusive right to provide such Commercial Aeronautical Activities or Facilities.

SECTION 7. SPECIAL EVENTS

Because of limited property available at the Airport, aircraft parking aprons and other constrained facilities at the Airport reach capacity during certain times of the year and during special events in

the community, or emergency situations. The Authority reserves the right to require any Operator to adapt its operation or facilities or to manage the aircraft parking aprons in a manner the Authority sees fit to ensure safety and maximized capacity during but not limited to special events and emergencies. Requirements placed upon the Operator may include coordination with the President & CEO, special ground handling of aircraft, and movement of aircraft to optimize available aircraft parking aprons. While special event restrictions will primarily affect FBOs, any Operator may be subject to special event restrictions and will be notified as long in advance as can reasonably be provided in the circumstances.

SECTION 8. REQUEST FOR AGREEMENTS TO PROVIDE COMMERCIAL AERONAUTICAL ACTIVITIES

- A.** Unless the Commercial Aeronautical Activity is to be authorized by the Authority through a Permit as stated in Sections 11 – 13 herein, any Entity desiring to engage in a Commercial Aeronautical Activity on the Airport shall make a written application to the President & CEO for such permission prior to performing such Commercial Aeronautical Activity.
- B.** Application materials shall consist of all information specified in these Minimum Standards and all documentation deemed necessary by the Authority for a full and complete analysis of the Entity's qualifications.
- C.** The Authority, in its reasonable discretion, will determine whether the Entity meets these Minimum Standards and qualifications as herein set out and whether such Entity may be granted an Agreement or Permit in whole or in part and, if so, upon what terms and conditions.
- D.** Each Entity shall be solely responsible for providing to the Authority relevant information as set forth in these Minimum Standards to establish, to the Authority's reasonable satisfaction, its experience, technical ability, and financial responsibility, including the capability to meet the credit worthiness and insurance requirements as stated herein.

SECTION 9. APPLICATION PROCESS

Applications made to the Authority for permission to provide a Commercial Aeronautical Activity on the Airport shall be in writing and provide sufficient detail concerning qualifications of the Entity to perform the proposed Commercial Aeronautical Activity and shall include, at a minimum, the following:

- A.** A description of the proposed Commercial Aeronautical Activity, including the following:
 - 1. The name, address, electronic mail address, and telephone number of the primary point of contact for the Entity;
 - 2. The names and addresses of all management and supervisory Personnel, all officers, and directors (if a corporation) and all Entity(ies) owning, holding, or controlling any equity interest, voting rights, or debt of the Entity;
 - 3. A detailed description of each proposed Commercial Aeronautical Activity, including the proposed date of commencement of the activity, proposed hours of operation, and proposed schedule of fees and charges therefor;
 - 4. The proposed structure and amounts of rent and fees set by Rates & Charges to be provided to the Authority;
 - 5. A map to scale of the amount, configuration, and location of property requested for use as Operator's Premises should Operator desire to lease property;

6. The size and location of the Premises to be occupied, if applicable, and the proposed design and terms for the construction of any space and the ownership, leasing, or subleasing thereof;
 7. If Operator proposes a Permitted Area and/or a subleased area from another Operator, rather than a leased Premises from the Authority, the location(s) at which it will conduct its business and its authorizations, if applicable, to use any property on which it proposes to conduct its Commercial Aeronautical Activity;
 8. Descriptions and cost estimates of any proposed capital improvements required to conduct the proposed Commercial Aeronautical Activity, including the Entity's proposed method for financing the same;
 9. The number, type, and basing of aircraft proposed to be provided (as applicable) and a detailed description of all equipment and facilities to be provided;
 10. The number of Personnel proposed to be provided (including their names and qualifications), whether such Personnel will be Airport-based (full-time, part-time, or seasonal) or transient, whether such Personnel will be employees; and the certifications required, if any, for all Personnel to be used in providing the proposed Commercial Aeronautical Activity;
 11. An organizational chart listing the number of positions and Personnel to be assigned to work at the Facility and to provide the Commercial Aeronautical Activity at the Airport, including the professional and technical qualifications of Personnel who will manage and operate the proposed Commercial Aeronautical Activity(ies); and
 12. The types and amounts of insurance coverage to be maintained, as required by the Authority.
- B.** A cash flow and a profit and loss projection for the first five years for each proposed Commercial Aeronautical Activity proposed to be offered, a three-year historical profit and loss statement, if applicable, and current (within 60 days) balance sheet, all compiled by a Certified Public Accountant authorized to conduct business in the State of North Carolina. The foregoing information must be presented in a form satisfactory to the Authority. The Authority shall review and consider financial statements before determining whether the Entity has sufficient financial ability to provide a responsible, safe, and adequate Commercial Aeronautical Activity. Information presented in this subsection will be kept confidential by the Authority to the extent provided by law.
- C.** A written listing of the assets owned, leased, or being purchased that will be used in the Commercial Aeronautical Activity(ies) on the Airport. Copies of any relevant leases or purchase contracts shall be attached.
- D.** Copies of all licenses and permits required by federal, state, or local law for the conduct of the proposed Commercial Aeronautical Activity(ies), including licenses and permits required for any Personnel who will manage or operate the business or who will perform any services in connection with the proposed Commercial Aeronautical Activity(ies).
- E.** A statement of the Entity's past experience in the specified Commercial Aeronautical Activity(ies) applied for, including resumes of management and supervisory Personnel directly responsible for the proposed operation, together with business, financial, and managerial references. The foregoing information must be presented in a form satisfactory to the Authority and will be reviewed and considered by the Authority. Information presented in this subsection will be kept confidential by the Authority to the extent provided by law.

- F. A description of the history of the Entity, including a listing of all Entities holding ownership, control, management, supervisory, or financing debt interest. Information presented in this subsection will be held confidential to the extent provided by law.
- G. If the Entity has not been in business for at least 5 years providing a similar Commercial Aeronautical Activity to that proposed, the Entity must attach a statement explaining why the Entity should be considered to be reliable and competent to provide the Commercial Aeronautical Activity.
- H. Evidence in a form acceptable to the Authority of the Entity's ability to comply with the Authority's Creditworthiness Policy and to supply a letter of credit in an amount no less than ninety (90) days' of the projected rent and fees for conducting the Commercial Aeronautical Activity to be provided and the required insurance.
- I. If applicable, evidence and supporting documentation acceptable to the Authority supporting a request for a waiver of the provisions of the Minimum Standards in accordance with SECTION 15.
- J. A written acknowledgement that the Entity will execute such forms, releases, or discharges as may be required by the FAA and all appropriate regulatory agencies with oversight or licensing authority over the Entity and the proposed business. The Entity shall further authorize the release of information in each regulatory agency's files relating to the Entity or its current or proposed operation.
- K. The application shall be signed and submitted by the owner of the Entity if a sole proprietorship; every partner if a partnership; every member if an LLC; and the President or Chief Executive Officer if a corporation.
- L. The Entity shall agree to provide any additional information and material necessary or requested by the Authority to establish to the satisfaction of the Authority that the Entity can qualify and will comply with these Minimum Standards.

SECTION 10. ACTION ON APPLICATIONS TO OFFER COMMERCIAL AERONAUTICAL ACTIVITY

- A. Upon receipt of a completed application, along with all supporting documentation submitted in accordance with SECTION 9, the President & CEO shall review for consideration. The Authority Board has authorized the President & CEO to sign and implement those applications and standards as defined in these Minimum Standards.
- B. It is the policy of the Authority to encourage competition in the provision of Commercial Aeronautical Activities. If the Authority receives more than one application to provide a Commercial Aeronautical Activity in the same or substantially similar location or it cannot practically accommodate the Commercial Aeronautical Activity requested in two or more applications, the Authority reserves the right to initiate a competitive procurement process (for example, a request for proposals) before acting on the Applications.
- C. If the Authority receives an application and it has reasonable basis to believe that it may shortly receive a competing Application(s), the President & CEO may, in their reasonable discretion, initiate a competitive procurement process (for example, a request for proposals) before acting on the Application or Applications.
- D. In considering responses to a competitive procurement solicitation and ultimately the selection of one or Applications, the President & CEO shall consider the following criteria:

1. Applications that are responsive to the solicitation and would comply with these Minimum Standards;
 2. Applications for a Commercial Aeronautical Activity that would increase competition at the Airport by reducing the risk of perpetuating an exclusive right;
 3. Applications for a Commercial Aeronautical Activity that is not presently available at the Airport;
 4. Applications that optimize efficient use of Airport property; and
 5. Applications for a Commercial Aeronautical Activity that the President & CEO has previously identified as a particular need at the Airport.
- E.** The President & CEO may deny any application if, in its reasonable discretion, any one or more of the following are found:
1. The Entity does not meet the qualifications, standards, and requirements established by these Minimum Standards.
 2. The Entity's proposed Commercial Aeronautical Activity will create a safety hazard on the Airport.
 3. The Entity's proposal will require the Authority to spend extraordinary funds or supply extraordinary labor or materials in connection with the proposed operation, or the operation is expected to result in a financial loss to the Authority.
 4. Inappropriate, inadequate, or insufficient Space exists to accommodate the entire Commercial Aeronautical Activity at the time of the Application, or no available or suitable Airport property for the proposed Commercial Aeronautical Activity exists to accommodate the Commercial Aeronautical Activity at the time of the Application.
 5. The proposal is inconsistent with the ALP.
 6. The development or use of the proposed Premises will result in congestion of aircraft or buildings or will result in unduly interfering with the operations of any existing Commercial Aeronautical Activity.
 7. The Entity has either intentionally or unintentionally misrepresented or omitted any pertinent information in the application or in supporting documents.
 8. The Entity has a record of violating the Rules and Regulations of the Airport, or of any other airport in the United States, FAA regulations, or any other federal, state, or local statutes, laws, rules, or regulations within 5 years of the date of its application.
 9. The Entity or any of its officers, directors, owners, or affiliates has defaulted in the performance of any contract with the Authority.
 10. The Entity does not, in the reasonable discretion of the President & CEO, exhibit adequate financial responsibility to undertake the proposed Commercial Aeronautical Activity based on the financial information provided by the Entity in its application.
 11. The Entity cannot provide acceptable surety in the amount required by the Minimum Standards.

12. The Entity cannot provide a letter of credit or applicable insurance in the amounts and types required by the Minimum Standards for that Commercial Aeronautical Activity.
13. The Entity has requested terms of an Agreement that are below the minimum requirements contained in these Minimum Standards or the President & CEO has determined, in their reasonable discretion, that the Entity is proposing to pay fees, rates, and charges that are unfair, unreasonable, and unjustly discriminatory.
14. The Entity does not, in the reasonable discretion of the President & CEO, possess the experience or training as required in the Minimum Standards.
15. The Entity does not, in the reasonable discretion of the President & CEO, provide sufficient supporting documentation or justification for a waiver as provided in SECTION 15, and the Entity will not otherwise comply with these Minimum Standards in the absence of such a waiver.
16. The proposed Commercial Aeronautical Activity or resulting Facility proposed to be constructed by the Entity are otherwise not in the public interest.

SECTION 11. REQUIREMENTS AND STANDARDS FOR FIXED BASE OPERATORS

- A. Premises.** FBOs shall lease Premises consisting of a minimum of 8.0 acres of Authority-owned land to provide all required services described herein. At a minimum, FBOs shall lease or construct the following Facilities: (i) a 48,000 square-foot building properly lighted and conditioned to accommodate a mix of uses, including the following: a public lobby/customer service area; pilot lounge; flight planning area; public restrooms; conference room; flight training; offices; aircraft hangar bays for aircraft storage/maintenance; aircraft maintenance shop; equipment storage; and parts storage space; (ii) mobile aircraft fueling vehicle parking area; and (iii) a public automobile parking area. FBOs shall further have available, either within FBO leasehold Premises or for its use, a contiguous minimum 300,000-square-foot aircraft apron with taxiway access to accommodate the parking, staging, and maneuvering of based and transient aircraft. FBOs shall also lease or build and install a Fuel Storage Area in a contiguous or non-contiguous area of Airport Property consisting of aboveground storage tanks with a minimum aggregate storage capacity of 20,000 gallons of Avgas. FBOs shall further maintain and manage said Fuel Storage Areas in accordance with all applicable federal, state, and local laws and all rules, regulations, orders, certificates, or permits.
- B. Scope of Services and Hours of Operation.** FBOs shall provide Commercial Aeronautical Activities to the public in accordance with the following chart and subsequent provisions, regardless of type of aircraft that is being serviced:

Service	Provider Requirements	Hours of Operation
Aircraft Fuel and Lubricants	Required; provided by authorized FBO only	16 hours per day on weekdays and Saturdays and 12 hours on Sundays; on call or by prior arrangement twenty-four (24) hours per day
Aircraft Ground Handling Services	Required; provided by authorized FBO only	16 hours per day on weekdays and Saturdays and 12 hours on Sundays; on call or by prior

Service	Provider Requirements	Hours of Operation
		arrangement twenty-four (24) hours per day
Customer Service	Required; provided by authorized FBO only	16 hours per day weekdays and Saturdays and 12 hours on Sundays; on call or by prior arrangement twenty-four (24) hours per day
Deice Services	Required; provided by authorized FBO only	16 hours per day on weekdays and Saturdays and 12 hours on Sundays; on call or by prior arrangement twenty-four (24) hours per day
Disabled Aircraft Assistance	Required; provided by authorized FBO only	16 hours per day on weekdays and Saturdays and 12 hours on Sundays; on call or by prior arrangement twenty-four (24) hours per day
Aircraft Maintenance (Airframe, Engine, Avionics, and Instrument Repair)	Required; provided by authorized FBO or through third-party SASO with prior Authority approval	9 hours per day on weekdays
Flight Training	Optional; provided by authorized FBO or through third-party SASO with prior Authority approval	8 hours per day six days a week; on call or by prior arrangement twenty-four (24) hours per day
Aircraft Rental	Required; provided by authorized FBO or through third-party SASO with prior Authority approval	8 hours per day six days a week; on call or by prior arrangement twenty-four (24) hours per day
Aircraft Charter Services	Required; provided by authorized FBO or through third-party SASO with prior Authority approval	10 hours per day six days a week or by prior arrangement twenty-four (24) hours per day
Aircraft Sales	Optional; provided by authorized FBO or through third-party SASO with prior Authority approval	10 hours per day six days a week

1. **Hours of Operation.** FBOs may alter their business hours only upon prior written approval of the President & CEO. FBOs shall ensure that at least two fully trained and qualified fuel service Personnel are on duty during the required hours of operation specified in this SECTION 11 to provide fuel service as applicable. For Aircraft Maintenance Services, FBOs shall provide sufficient Personnel to ensure the availability of service on a call-back basis (not greater than 30 minutes) to address after-hour requests for service from customers.
2. **Third-Party SASO.** At the Authority’s discretion, an FBO may be permitted to provide aircraft charter services, aircraft maintenance, aircraft rental, flight instruction, or aircraft sales through an agreement with a third-party SASO. The FBO must obtain written approval from the President & CEO prior to subleasing or entering into a contract arrangement with such Entity for the provision of a required Commercial Aeronautical Activity. Any third-party SASO providing Commercial

Aeronautical Activities through an FBO shall independently comply with the Minimum Standards for the applicable Commercial Aeronautical Activity and enter into an Agreement with the Authority.

- i. Unless otherwise stated in the sublease agreement, at a minimum, the third-party SASO shall, for the use of the subleased space and the rights granted to third-party SASO during the Term to perform the services, pay to the Authority fees as specified in the Authority's Rates and Charges Ordinance, established annually by the Authority to be effective on the 1st day of April each lease year hereafter.
- ii. Third-party SASOs shall apply for and enter into an Agreement with the Authority with the Term for such SASO Agreements being commensurate with the Term for a sublease of Premises from an FBO.

C. Insurance. FBOs shall maintain insurance in the types, amounts, and forms as required by the Authority, and as the same may be occasionally modified by the Authority, as described in SECTION 5.T of these Minimum Standards and Exhibit A. FBOs providing Flight Training and Aircraft Rental Services, either directly or through an Authority-approved third-party SASO, shall have student and renter's liability insurance coverage readily available for purchase by students and aircraft renters.

D. General. FBOs shall:

- 1. Pay a fuel flowage fee as the same may be regularly established by the Authority for all Aircraft Fuel delivered to the Airport.
- 2. Select and appoint a full-time manager of its operations. Such manager shall be highly qualified and experienced and vested with full power and authority to act in the name of the FBO in respect to the method, manner, and conduct of the operation of the FBO's services. Such manager shall be available at the Airport during regular business hours, and during the manager's absence a duly authorized representative shall be in charge and available at the Airport.
- 3. Provide at the FBO's sole expense a sufficient number of Personnel to effectively and efficiently offer the Commercial Aeronautical Activities authorized by the Authority.
- 4. Control the conduct, demeanor, and appearance of its Personnel and representatives. Such Personnel shall be trained by the FBO and shall possess all technical qualifications and hold certificates of qualification, as may be required for Personnel to carry out assigned duties. It shall be the responsibility of the FBO to maintain close supervision over its Personnel to assure the rendering of a high standard of service to each customer of the FBO. Upon reasonable objection from the Authority concerning the conduct, demeanor, or appearance of any of the FBO's Personnel, the FBO shall take all steps necessary to remove the cause of the objection.
- 5. Ensure that all Personnel shall conduct themselves in a courteous and business-like manner at all times. Personnel who have public/customer contact (excluding pilots, office Personnel, marketing Personnel, and off-site salespersons) shall have a professional appearance and shall be clothed in attractive uniforms with appropriate insignia and identification media so they may be readily identified by customers.
- 6. Provide to the President & CEO a current written statement of the names, general technical qualifications, addresses, telephone numbers, and other necessary contact information for all Personnel responsible for the management of the FBO.

In addition, a point of contact with phone numbers for emergency situations shall be provided to the President & CEO.

7. Provide escorts for flight crews to and from all aircraft parking aprons.
8. Train all Aircraft Fuel handling Personnel in the safe and proper handling, dispensing, and storage of Aircraft Fuel. Acceptable training shall be an FAA-approved safety training course in accordance with the latest version of FAA AC 150/5230-4, *Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports*; the National Air Transportation Association's Safety First Program; or an equivalent training program acceptable to the President & CEO. All training records and qualifications shall be provided to the Authority upon request in accordance with 14 CFR Part 139.321, as applicable.

E. Service Descriptions and Minimum Requirements.

1. **Aircraft Fuel and Lubricants.** FBOs shall:
 - i. Provide for the sale and into-plane delivery of common and recognized brands of Aircraft Fuel, lubricants, and other aviation petroleum products. FBOs shall further provide, store, and dispense Jet-A or 100 octane Aircraft Fuel solely from mobile aircraft fueling vehicles for dispensing Aircraft Fuel at aircraft parking/tiedown locations.
 - ii. Provide and supply Aircraft Fuel spill kits on the Premises for use in the event of a release or discharge of Aircraft Fuel onto paved surfaces of the Airport.
 - iii. Provide monthly fuel reports, including total gallons of fuel delivered to the FBO by type and category, to the President & CEO.
 - iv. Respond to requests for Aircraft Fuel within 20 minutes of receiving a request.
 - v. Develop and maintain an Aircraft Fuel Spill Prevention, Countermeasures, and Control (SPCC) Plan, a copy of which shall be provided to the President & CEO no later than 30 days prior to commencing fueling operations and anytime the SPCC Plan is updated.
 - vi. At all times comply with FAA regulations, guidance, and policies, and the Airport Rules and Regulations, concerning Aircraft Fuel, fueling operations, spills, employee/fueler training, and all related topics. As it pertains to the aforementioned topics, in the event of a conflict between these Minimum Standards and the Rules and Regulations, the Rules and Regulations shall govern.
2. **Aircraft Fuel Storage Areas.** FBOs shall ensure that all Aircraft Fuel storage areas are provided with filter-equipped Aircraft Fuel dispensers with separate dispensing pumps and meter systems for each grade of Aircraft Fuel provided. The design, construction, and operation of fuel storage areas shall conform to the Authority Rules and Regulations, as well as all applicable federal, state, and local laws and regulations, including the National Fire Protection Association; Air Transport Association Specification 103, *Standard for Jet Fuel Quality Control at Airports*; Environmental Laws; and state regulations pertaining to Aircraft Fuel spill prevention and containment measures. The President & CEO shall have the authority and right to inspect all fuel storage areas in accordance with 14 CFR Part 139.327.

3. **Ground Handling Services.** FBOs shall provide the following aircraft ground handling services during the required hours of operation specified in SECTION 11 (i) aircraft apron/tiedown parking assistance for any aircraft occupying or using the aircraft apron/tiedown area used by the FBO (even if such area is not with the Premises), including ramp Personnel and vehicles as needed; (ii) tiedown anchors and ropes/chains; (iii) mobile forced air engine preheat; (iv) mobile ground power units with a minimum 14/28-volt, 2,000-ampere surge capacity; (v) aircraft towing services utilizing motor-driven drawbar vehicles capable of moving ADG III aircraft; (vi) cabin cleaning; (vii) mobile aircraft anti-ice and deice services conducted in areas authorized by the President & CEO; (viii) aircraft lavatory service; (ix) hangar storage; (x) aviation-grade inflight oxygen refills upon 24-hour prior request; and (xi) assistance with enplaning and deplaning all aircraft passengers and baggage.

4. **Customer Service.** FBOs shall provide the following customer services: (i) services to facilitate airborne customer requests; (ii) a discrete vending area within the Premises with the availability of both hot and cold beverages and prepackaged snacks; (iii) a discrete flight planning area ; (iv) a convenient, comfortably furnished public waiting area that is first-class and representative of a high-end VIP lounge, with adjoining restroom facilities; (v) assistance with ground transportation services and rental car availability; (vi) acceptance of one or more national bank or oil company credit cards for fueling, line, and related services; (vii) accommodation arrangements; (viii) the collection and remittance to the Authority of all general aviation landing fees, parking fees, and international facilities user fees, as applicable should the Authority so request; and (ix) at least one courtesy vehicle.

5. **Disabled Aircraft Assistance.** During normal business hours specified in SECTION 11 for disabled aircraft assistance (and outside of normal business hours within one hour notice by the President & CEO), FBOs shall provide equipment and trained Personnel to remove disabled aircraft from the runways, taxiways, and other areas of the AOA within 30 minutes' notice. FBOs shall perform such service on request of the owner or operator of the disabled aircraft or the President & CEO. Aircraft with disabled landing gear, flat tires, or damaged wheels that require rigging or other equipment not generally available from an FBO, or that require expertise that is not expected of line Personnel, are exempt; however, FBOs shall provide assistance to such disabled aircraft to the best of their ability.

6. **Aircraft Maintenance (Airframe, Engine, Avionics, and Instrument Repair).** FBOs shall provide aircraft maintenance and repair services and be certificated by the FAA as appropriate for the proposed aeronautical activity(ies) and shall provide only those maintenance and inspection services permitted by its FAA certification. All FBO Personnel performing work on aircraft shall hold an airframe, power plant, or an aircraft inspector rating pursuant to FAA regulations. FBOs shall provide Personnel who are trained and possess the appropriate FAA certificate(s) for the work being performed during the required hours of operation specified in SECTION 11 for aircraft maintenance services. FBOs shall further provide Aircraft Line Maintenance for general aviation aircraft. FBO may further provide Aircraft Line Maintenance for Air Carrier Aircraft serving the Airport at their discretion.

7. **Flight Instruction.** FBOs may provide instruction to pilots in dual and solo flight training, and any related ground school instruction as is necessary for preparation for taking an FAA written examination and flight check ride for a category or various categories of pilot's licenses and ratings in accordance with SECTION 12. Regardless of whether a FBO provides flight instruction services directly or through a Third Party SASO as provided for in SECTION 11, each FBO shall be required to provide appropriate, non-exclusive space (i.e. Office, tiedowns, public parking)

within its Permitted Area for sublease to a Flight Instruction SASO as provided in SECTION 12.

8. **Aircraft Rental.** FBOs shall offer the rental of aircraft to the public in accordance with SECTION 12. of these Minimum Standards. Regardless of whether a FBO provides aircraft rental directly or through a Third Party SASO as provided for in SECTION 11, each FBO shall be required to provide appropriate, non-exclusive space (i.e. Office, tiedowns, public parking) within its Permitted Area or Premises for sublease to an aircraft rental SASO as provided in SECTION 12.
9. **Aircraft Charter Service.** FBOs shall provide commercial air transportation of passengers or property to the general public for hire under 14 CFR Part 135, either on a charter basis (commercial operation) or as an air taxi operator (using aircraft with fewer than 60 passenger seats) on a non-scheduled, on-demand basis. FBOs shall have and maintain during the Term of their Agreement proper FAA certifications and licenses and operate in conformance with all appropriate FAA regulations.

FBOs providing Aircraft Charter Service shall also hold a proper license/certificate from the FAA and own, or have available to them, under written lease, no fewer than one airworthy aircraft suitably equipped for meeting the requirements of the FAA with respect to the type of operation to be performed. Such FBOs shall have on duty trained Personnel in such numbers as are required to meet the Minimum Standards set forth in this category during the required operating hours set forth for this service in SECTION 11, and otherwise appropriately rated to permit the aircraft charter service being offered. If applicable, FBOs shall have available sufficient qualified operating crews or satisfactory number of Personnel for checking in passengers, handling luggage, ticketing, or furnishing or arranging for suitable ground transportation.

10. **Aircraft Sales (New or Used).** FBOs may offer the sale of new or used aircraft through franchises or licensed dealerships or distributorships (either on a retail or wholesale basis) of an aircraft manufacturer and provide such repair, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold. FBOs authorized by the Authority to provide Aircraft Sales shall have sufficient Personnel available during the required hours of operation specified in SECTION 11 to meet these requirements in an efficient manner, but never fewer than one person having a current pilot certificate with appropriate ratings for the operation being conducted. Such FBOs shall have available or have access to at least one fully assembled and certificated-airworthy demonstrator aircraft for each category or class of aircraft sold and provide necessary and satisfactory arrangements for the repair and servicing of aircraft for the duration of any sales guarantee or warranty period.

- F. **Prohibited Services and Activities.** Except as incidental to its charter or other operations, FBOs shall not conduct or permit in-flight catering services, ground catering, restaurant, or lounge operations on or from the Premises without prior written consent of the Authority and with provisions for the payment of rent or percentage of rent as the Authority may prescribe. FBOs shall not use their Premises or Permitted Area for nonaeronautical land uses and activities and shall be further prohibited from engaging in commercial automobile leasing, commercial taxi or limousine services, selling or distributing alcoholic beverages, operating a paid public parking area, or other service not previously authorized in writing by the Authority.

SECTION 12. MINIMUM STANDARDS FOR SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

SASOs providing one or more of the following Commercial Aeronautical Activities shall comply with the Minimum Standards described herein. SASOs are encouraged to sublet Premises adequate to support its

proposed activity from an FBO if required; however, if suitable land or Premises are not available or cannot be obtained from an FBO, then SASOs shall sublease Premises adequate to support its proposed activity from either another SASO or lease directly from the Authority land or existing Facilities, if available. The term for SASO Agreements or Permits shall be commensurate with the Term for a sublease of Premises from an FBO or the Authority.

A. Aircraft Flight Instruction

1. **Scope of Service.** An aircraft flight instruction SASO is an Entity engaged in instructing pilots in dual and solo operation of aircraft and providing such related ground school instruction as is necessary for taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.
2. **Minimum Standards.** An Aircraft Flight Instruction SASO shall:
 - i. Provide flight instruction services certificated by the FAA in compliance with either 14 CFR Part 61 or 14 CFR Part 141.
 - ii. Have and maintain during the Term of their Agreements a certification or other proper license and operate in conformance with all appropriate FAA regulations.
 - iii. Provide sufficient Personnel, properly certificated by the FAA as a flight instructor, to provide the type of instruction being offered.
 - iv. Provide sufficient Personnel to provide on-demand ground school instruction sufficient to enable students to satisfactorily pass the FAA written examinations for a private pilot, instrument rating and commercial pilot's license.
 - v. Provide a sufficient number of airworthy aircraft, to meet customer demand, suitably equipped for and meeting all the requirements of the FAA with respect to the type of operation to be performed; one of these aircraft must be instrument flight rules (IFR) capable with four seats.
 - vi. Provide a sufficient number of IFR flight simulators capable of simulating flight in a reciprocating-engine aircraft.
 - vii. Have for sale, and make available for sale to the public, flight training textbooks, manuals, and other miscellaneous pilot supplies, such as plotters, computers, and navigational charts.
3. **Hours of Operation.** Hours of operation shall be 8 hours per day six days a week as determined in conjunction with the President & CEO based upon the nature of the proposed Commercial Aeronautical Activity.
4. **Premises and Equipment.**
 - i. Provide sufficient automobile parking space in accordance with local building and zoning code requirements.
 - ii. Demonstrate that it has available (either within its Premises or within its Permitted Area) a paved aircraft parking apron, with taxiway access, sufficient for the parking of aircraft to be used in the operation.
5. **Insurance.** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in SECTION 5.T and Exhibit A of these Minimum Standards.

B. Aircraft Rental

1. **Scope of Service.** An Aircraft Rental SASO is an Entity engaged in the rental of aircraft to the public.
2. **Minimum Standards.** An Aircraft Rental SASO shall:
 - i. Have available for rental, either owned or under written lease to the SASO, a sufficient number of airworthy aircraft to meet customer demand, suitably equipped for and meeting all the requirements of the FAA with respect to the type of operation to be performed, to handle the proposed scope of the operation or as sufficient to provide for public demand.
 - ii. Have available on a full-time basis at least one flight instructor who is currently certificated by the FAA to provide aircraft checkout training services for customers renting aircraft.
 - iii. Maintain during the Term of their Agreement proper licenses and operate its aircraft rental service in conformance with all appropriate FAA regulations.
4. **Hours of Operation.** Hours of operation shall be 8 hours per day six days a week as determined in conjunction with the President & CEO based upon the nature of the proposed Commercial Aeronautical Activity.
5. **Premises and Equipment.**
 - i. Provide sufficient automobile parking space in accordance with local building and zoning code requirements.
 - ii. Demonstrate that it has available (either within its Premises or within its Permitted Area) a paved aircraft parking apron, with taxiway access, sufficient for the parking of aircraft to be used in the operation.
6. **Insurance.** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in SECTION 5.T and Exhibit A of these Minimum Standards.

C. Aircraft Maintenance

1. **Scope of Service.** Aircraft Maintenance SASO is an Entity engaged in the business of providing Commercial Aeronautical Activities related to aircraft maintenance as well as the sale of parts, accessories, and related equipment and services pursuant to 14 CFR Part 43 and having an Agreement with the Authority as set forth herein.
2. **Minimum Standards.** Aircraft Maintenance SASOs shall:
 - i. Demonstrate to the Authority that it has secured appropriate Facilities to conduct the proposed Commercial Aeronautical Activity at the Airport,
 - ii. Demonstrate to the Authority that it is certificated by the FAA as appropriate for the proposed aeronautical activity(ies) and shall provide only those maintenance and inspection services permitted by its FAA certification.

- iii. Demonstrate to the Authority that all Personnel performing work on aircraft shall hold an airframe, power plant, or an aircraft inspector rating pursuant to FAA regulations.
 - iv. Have sufficient trained Personnel on duty during the required operating hours in such numbers as may be required to meet the Minimum Standards herein.
3. **Hours of Operation.** Hours of operation shall be 9 hours per day 5 days a week as determined in conjunction with the President & CEO based upon the nature of the proposed Commercial Aeronautical Activity.
4. **Premises and Equipment.**
- i. Provide sufficient automobile parking space in accordance with local building and zoning code requirements.
 - ii. Demonstrate that it has available (either within its Premises or within its Permitted Area) a paved aircraft parking apron, with taxiway access, sufficient for the parking of aircraft to be used in the operation.
5. **Insurance.** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in SECTION 5.T and Exhibit A of these Minimum Standards.

D. Air Taxi/Charter

1. An Air Taxi/Charter SASO engages in the business of providing on-demand common carriage air transportation (persons or property) to the general public for hire, on a prearranged basis as defined under 14 CFR Part 135.
2. **Minimum Standards.** An Air Taxi/Charter SASO shall:
- i. Demonstrate to the President & CEO that an adequate Permitted Area is available to conduct the proposed Commercial Aeronautical Activity at the Airport.
 - ii. Have and maintain during the Term of the tenancy at the Airport, proper licenses and operate in conformance with all appropriate FAA regulations.
 - iii. Hold a proper Commercial Operator certificate and own or have available to it under written lease no fewer than one airworthy Aircraft suitably equipped for meeting the requirements of the FAA with respect to the type of operation to be performed and equipped for and capable of use under instrument condition that meet the requirements 14 CFR Parts 119 and 135.
 - iv. Employ and have on duty during the required operating hours, trained Personnel in such numbers as are required to meet the Minimum Standards set forth in this category but never less than 1 FAA-certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by the Operator.
 - v. Have available sufficient qualified operating crews or satisfactory number of Personnel for checking in passengers, handling of luggage, ticketing, and/or furnishing or arranging for suitable ground transportation.

- vi. Provide annual gross sales reports to the President & CEO.
- vii. Obtain an Air Taxi/Charter SASO Permit from the President & CEO, which provides, at a minimum:
 - a. Proof of proper and current licenses certified by the FAA, with appropriate ratings to cover the type of training offered.
 - b. Proof of a Business License, if required.
 - c. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in SECTION 5.T and Exhibit A of these Minimum Standards, is in place prior to commencing services.
 - d. Written assurance that all federal, state, and local statutes, rules, and regulations will be complied with at all times.
 - e. A certification indemnifying and holding harmless the Authority for operations on the Airport.
 - f. The total Term of the Permit will be no longer than one (1) year.
- 3. **Hours of Operation.** Hours of operation shall be 10 hours per day six days a week as determined in conjunction with the President & CEO based upon the nature of the proposed Commercial Aeronautical Activity. Operator shall further be available 24-hours per day based on prior arrangement with customer.
- 4. **Premises and Equipment.**
 - i. Provide sufficient automobile parking space in accordance with local building and zoning code requirements.
 - ii. Demonstrate that it has available (either within its Premises or within its Permitted Area) a paved aircraft parking apron, with taxiway access.

E. Aircraft Management Services.

- 1. **Scope of Services.** Aircraft Management Services SASO is an Entity engaged in the business of providing the management of specific aircraft for aircraft owners, including the maintenance, repair, storage, charter, and renting of the managed aircraft, under a long-term contract.
- 2. **Minimum Standards.** An Aircraft Management Services SASO shall:
 - i. Provide computer hardware and accounting software adequate to maintain on an ongoing basis, comprehensive records of all revenues and expenses of the aircraft management operation.
 - ii. Provide aircraft management services solely through bona fide written, long-term, exclusive management contracts with terms of at least six months and terminable in writing for cause only.

- iii. Offer “wet” or “dry” management contracts with or without crew; all management contracts shall be exclusive and comprehensive covering all aspects of aircraft operations, including, without limitation, fees and charges, insurance, maintenance, inspection, and repair, during the period of the contract.
- iv. Demonstrate to the President & CEO that an adequate Permitted Area is available to conduct the proposed Commercial Aeronautical Activity at the Airport.
- v. Provide by means of an office, electronic mail address, and a telephone, a point of contact for the public desiring to use its services.
- ii. Obtain an Aircraft Management Services SASO Permit from the President & CEO, which requires:
 - a. Proof of a Business License, if required.
 - b. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Section 5.T of these Minimum Standards, is in place prior to commencing services.
 - c. Written assurance that all federal, state, and local statutes, rules, and regulations will be complied with at all times.
 - d. Have services available as required by customers.
 - e. A certification indemnifying and holding harmless the Authority for operations on the Airport.

F. Specialized Commercial Flying Services.

- 1. **Scope of Service.** A Specialized Commercial Flying Services Operator SASO is an Entity engaged in any of the following activities at or from the Airport:
 - i. Glider operations;
 - ii. Nonstop sightseeing flights (those that operate within a 50-mile radius of the Airport and begin and end at the same Airport);
 - iii. Aerial application, including crop dusting, seeding, spraying, bird chasing, fish spotting, etc.;
 - iv. Aerial photography or survey;
 - v. Power line or pipeline patrol;
 - vi. Unmanned aerial systems (UAS, or drones); and
 - vii. Any other operations specifically excluded from 14 CFR Part 135.
- 2. **Minimum Standards.**
 - i. **Qualifications.** A Specialized Commercial Flying Services Operator SASO shall:

- a. Demonstrate to the Authority that adequate Facilities and Premises are available to conduct the proposed Commercial Aeronautical Activity at the Airport.
 - b. Provide, by means of an office, electronic mail address, and a telephone, a point of contact for the public desiring to use its services.
 - c. Have Personnel on duty during the required operating hours, trained Personnel in such numbers as may be required to meet the Minimum Standards herein set forth in an efficient manner, but never fewer than one person holding a current FAA commercial certificate, properly rated for the aircraft to be used and the type of operation to be performed.
- iii. Obtain a Specialized Commercial Flying Services SASO Permit from the President & CEO, which requires:
 - a. Proof of a Business License, if required.
 - b. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in SECTION 5.T of these Minimum Standards, is in place prior to commencing services.
 - c. Written assurance that all federal, state, and local statutes, rules, and regulations will be complied with at all times.
 - d. The total Term of the Permit will be no longer than one (1) year.
 - e. A certification indemnifying and holding harmless the Authority for operations on the Airport.
- 3. **Hours of Operation.** Hours of operation shall be determined in conjunction with the President & CEO based upon the nature of the proposed Commercial Aeronautical Activity.
- 4. **Premises and Equipment.**
 - i. Provide sufficient automobile parking space in accordance with local building and zoning code requirements.
 - ii. Demonstrate that it has available (either within its Premises or within its Permitted Area) a paved aircraft parking apron, with taxiway access, sufficient for the parking of aircraft to be used in the operation.
 - iii. Provide and have based on the Premises, either owned or under written lease to the Operator, no fewer than one airworthy aircraft, suitably equipped for and meeting all the requirements of the FAA with respect to the type of operation to be performed.
- 5. **Insurance.** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in SECTION 5.T and Exhibit A of these Minimum Standards.

G. Aircraft Sales.

1. **Scope of Service.** An Aircraft Sales SASO is an Entity engaged in the business of offering the sale of new or used aircraft through franchises or licensed dealerships or distributorships (either on a retail or wholesale basis) of an aircraft manufacturer and provide such repair, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold.

3. **Minimum Standards.**
 - i. **Qualifications.** An Aircraft Sales SASO shall:
 - a. Demonstrate to the Authority that adequate Facilities and Premises are available to conduct the proposed Commercial Aeronautical Activity at the Airport.
 - b. Provide, by means of an office, electronic mail address, and a telephone, a point of contact for the public desiring to use its services.
 - c. Have Personnel on duty during the required operating hours, trained Personnel in such numbers as may be required to meet the Minimum Standards herein set forth in an efficient manner, but never fewer than one person holding a current FAA commercial certificate, properly rated for the aircraft to be used and the type of operation to be performed.
 - iii. Obtain an Aircraft Sales SASO Permit from the President & CEO, which requires:
 - a. Proof of a Business License, if required.
 - b. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in SECTION 5.T of these Minimum Standards, is in place prior to commencing services.
 - c. Written assurance that all federal, state, and local statutes, rules, and regulations will be complied with at all times.
 - d. The total Term of the Permit will be no longer than one (1) year.
 - e. A certification indemnifying and holding harmless the Authority for operations on the Airport.

4. **Hours of Operation.** Hours of operation shall be 10 hours per day six days a week as determined in conjunction with the President & CEO based upon the nature of the proposed Commercial Aeronautical Activity.

5. **Premises and Equipment.**
 - i. Provide sufficient automobile parking space in accordance with local building and zoning code requirements.
 - ii. Demonstrate that it has available (either within its Premises or within its Permitted Area) a paved aircraft parking apron, with taxiway access, sufficient for the parking of aircraft to be used in the operation.
 - iii. Provide and have based (either within its Premises or within its Permitted Area), either owned or under written lease to the Operator, no fewer than

one airworthy aircraft, suitably equipped for and meeting all the requirements of the FAA with respect to the type of operation to be performed.

6. **Insurance.** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in SECTION 5.T and Exhibit A of these Minimum Standards.

H. Commercial Hangar Operator.

A Commercial Hangar Operator finances, develops, constructs, owns, or manages facilities for the purpose of subleasing conventional or nested T-hangars or Port-A-Ports to the general flying public.² Facilities constructed by a Commercial Hangar Operator are not to be used for any business or purpose other than that authorized by the Authority and, in particular, are not to be used for a SASO or FBO, unless explicitly and separately authorized by the President & CEO. All Facilities shall be constructed in accordance with the design, zoning, and construction standards required and established by the Authority and Wake County, North Carolina. In addition, a Commercial Hangar Operator shall provide towing equipment capable of maneuvering aircraft to and from a Facility.

Commercial Hangar Operators constructing a clear span hangar for the storage of multiple aircraft shall have Premises sufficient in size to construct a building, as well as have access (either within its Premises or within its Permitted Area) to an aircraft apron and customer automobile parking, based on available space, as approved by the President & CEO.

Commercial Hangar Operators constructing a T-hangar(s) shall have Premises sufficient in size to construct a building, as well as have access (either within its Premises or within its Permitted Area) to an aircraft apron and customer automobile parking, based on available space, as approved by the President & CEO.

Commercial Hangar Operators shall provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in SECTION 5.T and Exhibit A of these Minimum Standards.

SECTION 13. INDENDENT OPERATORS (PART-TIME).

Independent Operators are those Entities providing Aircraft Maintenance and Aircraft Flight Instruction Services to the public for hire in accordance with the following provisions.

A. Independent Aircraft Maintenance Operator

1. **Scope of Service.** An Independent Aircraft Maintenance Operator will be permitted to provide aircraft maintenance services pursuant to a Permit with the Authority as set forth herein on a part-time basis. Independent Aircraft Maintenance Operators shall be authorized to provide Aircraft Maintenance Service on FAA ADG groupings I (e.g. Cessna 421, Piper PA-31) through III (e.g. Boeing 737-700, Airbus A 320, Embraer ERJ 190-100) (Tier 1) or on FAA ADG grouping I (e.g. Cessna 421, Piper PA-31) aircraft only (Tier 2).
2. **Minimum Standards.** Independent Aircraft Maintenance Operators shall:

² The lease of Airport property to an Entity, or Entities, for the purpose of constructing or occupying a hangar for the non-commercial storage of the lessee's own aircraft is not considered a Commercial Aeronautical Activity and is not subject to these Minimum Standards.

- i. Obtain a Business License as may be required by Wake County, North Carolina and/or the State of North Carolina and provide a copy to the President & CEO.
- ii. Identify the specific aircraft and the owner(s) or lessee(s) of those aircraft for which the Commercial Aeronautical Activity will be performed.
- iii. Demonstrate to the Authority that it has secured appropriate Facilities to conduct the proposed Commercial Aeronautical Activity at the Airport, e.g., in a tenant's exclusively leased hangar. Minor maintenance may be performed in common use hangars (i.e., "community hangars") if the applicable tasks may be completed in a short period of time and without disruption of other tenants or the safe and efficient use of such hangars, as determined in the sole discretion of the Authority.
- iv. Obtain an Independent Aircraft Maintenance Business Permit from the President & CEO, which provides, at a minimum:
 - a. Proof of proper and current licenses certified by the FAA, with appropriate ratings to cover the type of training offered.
 - b. Proof of a Business License, if required.
 - c. Proof of experience in performing aircraft maintenance and repairs on the appropriate Tier aircraft (i.e. Tier 1 or Tier 2) on which the Operator will be performing Aircraft Maintenance.
 - d. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in SECTION 5.T of these Minimum Standards, is in place prior to commencing services.
 - e. The Commercial Aeronautical Activities will only be performed for the owner(s) and/or lessee(s) and the aircraft previously identified and specifically noted in the Permit, and only in the Permitted Area.
 - f. Written assurance that all federal, state, and local statutes, rules, and regulations will be complied with at all times.
 - g. A certification indemnifying and holding harmless the Authority for operations on the Airport.
 - h. The total Term of the Permit will be no longer than one (1) year.
 - i. Written assurance that not more than 80 hours of aircraft maintenance will be provided in any month.

B. Independent Flight Instructor.

- 1. **Scope of Service.** An Independent Flight Instructor Operator will be permitted to provide aircraft flight instruction on a part-time basis pursuant to a Permit with the Authority as set forth herein.
- 2. **Minimum Standards.** Independent Flight Instructor Operator shall:

- i. Obtain a Business License as may be required by Wake County, North Carolina and/or the State of North Carolina and provide a copy to the President & CEO.
- ii. Demonstrate to the President & CEO that an adequate Permitted Area is available to conduct Flight Instruction Services at the Airport.
- iii. Make available to the Authority a listing of those students for which the Flight Commercial Aeronautical Activity will be performed.
- iv. Obtain an Independent Flight Instructor Permit from the President & CEO, which requires, at a minimum:
 - a. Proof of proper and current licenses certified by the FAA, with appropriate ratings to cover the type of training offered.
 - b. Proof of a Business License, if required.
 - c. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in SECTION 5.T of these Minimum Standards, is in place prior to commencing services. In addition, student and renter's liability shall be readily available for purchase by students and renters for the delivery of aircraft flight training and aircraft rental services.
 - d. The total Term of the Permit will be no longer than one (1) year.
 - e. Written assurance that all federal, state, and local statutes, rules, and regulations will be complied with at all times.
 - f. A certification indemnifying and holding harmless the Authority for operations on the Airport.
 - g. Written assurance that not more than 80 hours of flight instruction will be provided in any month.

C. Aircraft Detailing Services.

- 1. **Scope of Service.** An Aircraft Detailing Service will be permitted to provide aircraft cleaning and detailing services on a part-time basis pursuant to a Permit with the Authority.
- 2. **Minimum Standards.** An Aircraft Detailing Service provider shall:
 - i. Obtain a Business License as may be required by Wake County, North Carolina and/or the State of North Carolina and provide a copy to the President & CEO.
 - ii. Identify the specific aircraft and the owner(s) or lessee(s) of those aircraft for which the Commercial Aeronautical Activity will be performed.
 - iii. Demonstrate to the President & CEO that an adequate Permitted Area is available to conduct the proposed Commercial Aeronautical Activity at the Airport.

- iv. Obtain an Aircraft Detailing Permit from the President & CEO, which requires:
 - a. Proof of a Business License, if required.
 - b. Proof that insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in SECTION 5.T and Exhibit A of these Minimum Standards, is in place prior to commencing services.
 - c. Written assurance that all federal, state, and local statutes, rules, and regulations will be complied with at all times.
 - d. The total Term of the Permit will be no longer than one (1) year.
 - e. A certification indemnifying and holding harmless the Authority for operations on the Airport.

SECTION 14. APPLICABILITY.

The Minimum Standards shall apply to Entities approved by the Authority to provide Commercial Aeronautical Activities at the Airport as applicable; except:

- 1. Any activity other than Commercial Aeronautical Activities, including, without limitation, individuals storing their own aircraft;
- 2. Private Flying Clubs so long as the Private Flying is not operated for commercial purposes for / to non-members;
- 3. The limited subleasing of private hangar space by Non-Commercial Aeronautical Tenants to other Non-Commercial Aeronautical Tenants or other third parties, except that the President & CEO may in his or her discretion determine that regular and continuous subleasing qualifies as a Commercial Aeronautical Activity; and
- 4. Self-servicing and self-fueling by an Entity to the extent permitted by the Rules and Regulations.
- 5. Itinerant Operator.

SECTION 15. WAIVERS

The Authority may, in its sole discretion, waive all or any portion of these Minimum Standards set forth herein for the benefit of any government or governmental agency performing nonprofit public services to the aircraft industry or responding to natural disasters. The Authority also may waive any of these Minimum Standards for non-governmental Entities when it deems such waiver to be in the best interest of the Authority and the public, and such waiver will not result in unjust discrimination against similarly situated aeronautical users or Operators. Consistency with federal grant assurances and the FAA's Airport Revenue Use Policy is to be considered by the Authority when reviewing a possible waiver of all or any portion of these Minimum Standards.

SECTION 16. FEDERAL AVIATION ADMINISTRATION REQUIRED AGREEMENT PROVISIONS

Each Agreement shall contain standard provisions, including but not limited to the following topics:

- A.** Each Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the Authority and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the expenditure of federal funds for the development of the Airport. If any provision of an Agreement is determined to conflict with the Authority's federal grant assurances, the Authority shall reserve the right to unilaterally modify the Agreement to resolve the conflict.
- B.** During times of war or national emergency, the Authority shall have the right to lease the landing area, or any part of the Airport, to the United States government for military or naval use, and if any such lease is executed, the provisions of the Authority's lease with the Operator shall be suspended.
- C.** Each Agreement shall contain the FAA's set of required federal contract provisions, which shall be determined depending on the type of Commercial Aeronautical Activity and Agreement involved.
- D.** The Operator shall furnish Commercial Aeronautical Activity(ies) authorized or licensed on a fair, equal, and not unjustly discriminatory basis to all users and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that it may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.

SECTION 17. VIOLATIONS

Any violation of these Minimum Standards may result in the loss of the right to operate at the Airport and/or termination of an Agreement or permit, as provided in the applicable Agreement. Additionally, any violation of these Minimum Standards are subject to those administrative penalties outlined in the Authority's Rules and Regulations. These Minimum Standards shall be in full force and effect from and after their passage and adoption.

EXHIBIT A
MINIMUM INSURANCE REQUIREMENTS

MINIMUM INSURANCE REQUIREMENTS

Insurance. The following requirements pertain to all Operators. See appropriate sections below for specific insurance requirements applicable to the specific Operators on the Airport.

- A. General Requirements.** Each Operator shall not commence operations or construction until Operator has obtained the types and amounts of required insurance indicated below and until such insurance has been reviewed by the Authority or a Certificate of Insurance is received indicating required coverage. If the coverage period ends during the Term of Operator's Agreement or Permit, Operator must, prior to the end of the coverage period, forward a new Certificate of Insurance to Authority as verification of continuing coverage for the duration of the Term of the Agreement or Permit. Operator must submit certificates of insurance for all subcontractors to the Authority prior to them commencing work on the project or providing Services as described herein.
1. Approval of insurance by the Authority and the required minimums shall not relieve or decrease the liability or responsibility of the Operator hereunder and shall not be construed to be a limitation of liability on the part of the Operator.
 2. Operator's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of North Carolina at the time the policy is issued and shall be written by companies with an A.M. Best rating of B+VII or better. Hazardous materials insurance, if required, shall be written by companies with A.M. Best ratings of A- or better.
 3. All endorsements naming the Authority as additional insureds, waivers of subrogation, and notices of cancellation endorsements as well as Certificates of Insurance shall indicate:

RDU Airport Authority
PO Box 80001
RDU Airport, NC 27623
 4. The "other" insurance clause shall not apply to the Authority where the Authority is an additional insured shown on any policy. It is intended that policies required in these Minimum Standards Agreement covering the Authority and the Operator, shall be considered primary coverage as applicable.
 5. If insurance policies are not written for amounts specified, the Operator shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
 6. The Authority shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
 7. The Authority reserves the right to review insurance requirements set forth during the Term of the Operator's Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the Authority based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Operator.

8. The Operator shall not cause any insurance to be canceled nor permit any insurance to lapse during the Term of Operator's Agreement or as required in the Agreement.
9. Operator shall provide all deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificates of Insurance.
10. If Authority property is being transported or stored off-site by Operator, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect Authority property.
11. Insurance provided by an Operator pursuant to these Minimum Standards shall cover and protect the Authority, and its elected and non-elected officials, officers, agents, employees, contractors, successors, and assigns, as their interests may appear.
12. Where more than one Commercial Aeronautical Activity is proposed by an Operator, the minimum limits will vary, depending upon the nature of the individual services, but will not necessarily be cumulative in all instances. Because of variables based upon the particular insurance coverage and the nature of the Commercial Aeronautical Activity(ies), the applicable minimum insurance coverage on combinations of services will be determined by the Authority prior to execution of an Agreement.

B. Specific Insurance Requirements. An Operator shall obtain, and maintain throughout the term of its Agreement or Permit, the following insurance coverages, and furnish certificates of insurance and policy endorsements as evidence thereof:

1. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the North Carolina State Statute and minimum policy limits for employers' liability of \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:
 - a. A Waiver of Subrogation in favor of the Authority;
 - b. A thirty (30) day Notice of Cancellation/Material Change in favor of the Authority;
2. Property insurance coverage on an "All Risk of Physical Loss" form for 100% of the value of all improvements leased from the Authority or constructed by or for Operator on the Airport. Coverage shall include but not be limited to fire, wind, hail, theft, vandalism and malicious mischief. The coverage shall be written on a replacement cost basis. The proceeds from such insurance shall be used to restore the improvements to their original condition in the event of a covered loss.
3. Liability insurance in the specific types and amounts specified below, as applicable for the proposed Commercial Aeronautical Service. Where more than one Commercial Aeronautical Service is proposed, the minimum limits will vary (depending upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. Because of these variables, the applicable minimum insurance coverage on combinations of services will be finalized with the prospective Operator at the time of its application or otherwise during Agreement negotiations.

4. All aircraft operators are to insure the physical damage of aircraft based at the airport to, at least, the market value of said aircraft.

C. Insurance Requirements for Fixed Base Operators

1. Liability Insurance. FBOs shall carry and maintain throughout the term of their Agreement the following coverages:
 - a. **Commercial General Liability Insurance.** Commercial General Liability Insurance shall be provided with a minimum bodily injury and property damage per occurrence limit of \$100,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); Personal Injury with respect to other than passengers limited to \$25,000,000; \$100,000,000 product/completed operations minimum limit of liability; \$10,000 each person minimum for medical payments; \$1,000,000 fire legal liability minimum; garagekeeper's liability in the minimum amount of \$50,000 for any one automobile and \$150,000 per occurrence; host liquor liability in the minimum amount of \$50,000,000; war, hijacking, and other perils limited liability write-back in the minimum amount of \$50,000,000 each occurrence and minimum amount of \$50,000,000 in the aggregate; and on-airport operations area excess auto liability coverage with a minimum limit of \$100,000,000. The policy shall contain blanket contractual liability coverage for liability assumed under this contract.
 - b. **Hangarkeepers Insurance.** Hangarkeepers Liability shall be provided with a minimum limit of \$50,000,000 for any one aircraft and a minimum limit of \$50,000,000 for any one occurrence.
 - c. **Aircraft Liability Insurance.** Aircraft Liability insurance shall be provided for all operator owned or operated aircraft with a minimum bodily injury and property damage per occurrence limit of \$100,000,000 for coverage Bodily Injury and Property Damage; \$100,000,000 for Personal and Advertising Injury; and Personal Injury with respect to other than passengers limited to \$25,000,000. The policy shall contain:
 - i. Non-Owned Aircraft Liability with a minimum limit of \$100,000,000; and
 - ii. Blanket contractual liability coverage for liability assumed under the Agreement.
 - d. In lieu of the Commercial General Liability, Hangarkeepers, and Aircraft Liability coverages described in Sections a, b, and c above, Lessee may provide Aviation Liability Insurance having the same coverages and policy limits as described above.
 - e. **Business Automobile Liability Insurance.** Business automobile liability insurance shall be provided for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000.
 - f. **Environmental Liability.** Environmental liability coverage with a minimum limit of \$5,000,000 per occurrence.

D. Insurance Requirements Applicable to Specialized Aeronautical Service Providers - Flight Training and Ground School

1. Liability Insurance. Operator shall carry and maintain throughout the term of their Agreement the following coverages:

- a. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$1,000,000 product/completed operations limit of liability. The policy shall contain:
 - i. Independent Contractors coverage
 - ii. Ground Hangarkeepers Liability with a limit of no less than:
 - a. \$1,000,000 Any One Aircraft
 - b. \$1,000,000 Any One Occurrence
 - iii. Blanket contractual liability coverage for liability assumed under the Agreement or Permit
 - iv. Medical expense coverage with a limit of \$5,000 any one person
 - v. Authority listed as additional insured
 - vi. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority

- b. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:
 - i. Authority named as additional insured
 - ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

- c. Aircraft Liability Insurance for all Operator owned or operated aircraft with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage Bodily Injury and Property Damage, and \$1,000,000 for Personal and Advertising Injury. The policy shall contain:
 - i. Non-Owned Aircraft Liability with a minimum limit of \$1,000,000
 - ii. Contractual liability coverage for liability assumed under the Agreement or Permit
 - iii. Medical expense coverage with a limit of \$5,000 any one person
 - iv. Authority as additional insured
 - v. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated piston helicopter powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage Bodily Injury and Property Damage, and \$1,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$1,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated turbine helicopter powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$5,000,000 for coverage Bodily Injury and

Property Damage, and \$5,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$5,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

E. Insurance Requirements Applicable to Specialized Aeronautical Service Providers - Aircraft Sales

1. Liability Insurance. Operator shall carry and maintain throughout the term of their Agreement the following coverages:

a. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$1,000,000 product/completed operations limit of liability. The policy shall contain:

- i. Independent Contractors coverage
- ii. Ground Hangarkeepers Liability with a limit of no less than:
 - a. \$2,000,000 Any One Aircraft
 - b. \$2,000,000 Any One Occurrence
- iii. Blanket contractual liability coverage for liability assumed under the Agreement or Permit
- iv. Medical expense coverage with a limit of \$5,000 any one person
- v. Authority listed as additional insured
- vi. Thirty (30) day Notice of Cancellation in favor of the Authority
- vii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority

b. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:

- i. Authority named as additional insured
- ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

c. Aircraft Liability Insurance for all Operator owned or operated piston powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage Bodily Injury and Property Damage, and \$1,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$1,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated turboprop powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$5,000,000 for coverage Bodily Injury and Property Damage, and \$5,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$5,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated turbojet powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$10,000,000 for coverage Bodily Injury and Property Damage, and \$10,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$10,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated piston helicopter powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage Bodily Injury and Property Damage, and \$1,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$1,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated turbine helicopter powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$5,000,000 for coverage Bodily Injury and Property Damage, and \$5,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$5,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

F. Insurance Requirements Applicable to Specialized Aeronautical Service Providers - Aircraft Charter Service

1. Liability Insurance. Operator shall carry and maintain throughout the term of their Agreement the following coverages:

- a. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$20,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$20,000,000 product/completed operations limit of liability. The policy shall contain:
 - i. Independent Contractors coverage
 - ii. Ground Hangarkeepers Liability with a limit of no less than:
 - a. \$2,000,000 Any One Aircraft
 - b. \$2,000,000 Any One Occurrence
 - iii. Blanket contractual liability coverage for liability assumed under the Agreement or Permit
 - iv. Medical expense coverage with a limit of \$5,000 any one person
 - v. Authority listed as additional insured
 - vi. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority

- b. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:
 - i. Authority named as additional insured
 - ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

- c. Aircraft Liability Insurance for all Operator owned or operated piston powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$5,000,000 for coverage Bodily Injury and Property Damage, and \$5,000,000 for Personal and Advertising Injury. The policy shall contain:
 - i. Non-Owned Aircraft Liability with a minimum limit of \$5,000,000
 - ii. Contractual liability coverage for liability assumed under the Agreement or Permit
 - iii. Medical expense coverage with a limit of \$5,000 any one person
 - iv. Authority as additional insured
 - v. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated turbine powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$20,000,000 for coverage Bodily Injury and Property Damage, and \$20,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$20,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated piston helicopter powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage Bodily Injury and Property Damage, and \$1,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$1,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated turbine helicopter powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$5,000,000 for coverage Bodily Injury and Property Damage, and \$5,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$5,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

G. Insurance Requirements Applicable to Specialized Aeronautical Service Providers - Aircraft Rental

- 1. Liability Insurance. Operator shall carry and maintain throughout the term of their Agreement the following coverages:
 - a. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$1,000,000 product/completed operations limit of liability. The policy shall contain:
 - i. Independent Contractors coverage
 - ii. Ground Hangarkeepers Liability with a limit of no less than:
 - a. \$1,000,000 Any One Aircraft
 - b. \$1,000,000 Any One Occurrence
 - iii. Blanket contractual liability coverage for liability assumed under the Agreement or Permit
 - iv. Medical expense coverage with a limit of \$5,000 any one person
 - v. Authority listed as additional insured
 - vi. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority
 - b. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:
 - i. Authority named as additional insured
 - ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

- c. Aircraft Liability Insurance for all Operator owned or operated aircraft with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage Bodily Injury and Property Damage, and \$1,000,000 for Personal and Advertising Injury. The policy shall contain:
 - i. Non-Owned Aircraft Liability with a minimum limit of \$1,000,000
 - ii. Contractual liability coverage for liability assumed under the Agreement or Permit
 - iii. Medical expense coverage with a limit of \$5,000 any one person
 - iv. Authority as additional insured
 - v. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated piston helicopter powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage Bodily Injury and Property Damage, and \$1,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$1,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated turbine helicopter powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$5,000,000 for coverage Bodily Injury and Property Damage, and \$5,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$5,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

H. Insurance Requirements Applicable to Specialized Aeronautical Service Providers - Aircraft Management

- 1. Liability Insurance. Operator shall carry and maintain throughout the term of their Agreement the following coverages:
 - a. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$1,000,000 product/completed operations limit of liability. The policy shall contain:
 - i. Independent Contractors coverage
 - ii. Ground Hangarkeepers Liability with a limit of no less than:

- a. \$1,000,000 Any One Aircraft
- b. \$1,000,000 Any One Occurrence
- iii. Blanket contractual liability coverage for liability assumed under the Agreement or Permit
- iv. Medical expense coverage with a limit of \$5,000 any one person
- v. Authority listed as additional insured
- vi. Thirty (30) day Notice of Cancellation in favor of the Authority
- vii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority

- b. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:
 - i. Authority named as additional insured
 - ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

- c. Aircraft Liability Insurance for all Operator owned or operated piston powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$5,000,000 for coverage Bodily Injury and Property Damage, and \$5,000,000 for Personal and Advertising Injury. The policy shall contain:
 - i. Non-Owned Aircraft Liability with a minimum limit of \$5,000,000
 - ii. Contractual liability coverage for liability assumed under the Agreement or Permit
 - iii. Medical expense coverage with a limit of \$5,000 any one person
 - iv. Authority as additional insured
 - v. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated turbo-prop powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$10,000,000 for coverage Bodily Injury and Property Damage, and \$10,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$10,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated turbojets powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$25,000,000 for coverage Bodily Injury and Property Damage, and \$25,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$25,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured

- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated piston helicopter powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage Bodily Injury and Property Damage, and \$1,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$1,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated turbine helicopter powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$5,000,000 for coverage Bodily Injury and Property Damage, and \$5,000,000 for Personal and Advertising Injury. The policy shall contain:

- i. Non-Owned Aircraft Liability with a minimum limit of \$5,000,000
- ii. Contractual liability coverage for liability assumed under the Agreement or Permit
- iii. Medical expense coverage with a limit of \$5,000 any one person
- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

Aircraft Liability Insurance for all Operator owned or operated not addressed above will be covered on a case-by-case basis.

I. Insurance Requirements Applicable to Specialized Aeronautical Service Providers - Independent Aircraft Maintenance & Repair (Tier 1)

- 1. Liability Insurance. Operator shall carry and maintain throughout the term of their Agreement the following coverages:
 - a. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$10,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$10,000,000 product/completed operations limit of liability. The policy shall contain:
 - i. Independent Contractors coverage
 - ii. Ground Hangarkeepers Liability with a limit of no less than:
 - a. \$2,000,000 Any One Aircraft
 - b. \$2,000,000 Any One Occurrence
 - iii. Blanket contractual liability coverage for liability assumed under the Agreement or Permit
 - iv. Medical expense coverage with a limit of \$5,000 any one person
 - v. Authority listed as additional insured
 - vi. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority

- b. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:
 - i. Authority named as additional insured
 - ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

- c. Aircraft Liability Insurance for all Operator owned or operated aircraft with a minimum bodily injury and property damage per occurrence limit of \$10,000,000 for coverage Bodily Injury and Property Damage, and \$10,000,000 for Personal and Advertising Injury. The policy shall contain:
 - i. Non-Owned Liability must be applicable to the type of aircraft(s) the Repair Shop works on
 - ii. Non-Owned Aircraft Physical Damage Liability: per occurrence limit of \$2,000,000
 - iii. Contractual liability coverage for liability assumed under the Agreement or Permit
 - iv. Medical expense coverage with a limit of \$5,000 any one person
 - v. Authority as additional insured
 - vi. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vii. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

J. Insurance Requirements Applicable to Specialized Aeronautical Service Providers - Independent Aircraft Maintenance & Repair (Tier 2)

- 1. Liability Insurance. Operator shall carry and maintain throughout the term of their Agreement the following coverages:
 - a. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$1,000,000 product/completed operations limit of liability. The policy shall contain:
 - i. Independent Contractors coverage
 - ii. Ground Hangarkeepers Liability with a limit of no less than
 - a. \$250,000 Any One Aircraft
 - b. \$500,000 Any One Occurrence
 - iii. Blanket contractual liability coverage for liability assumed under the Agreement or Permit
 - iv. Medical expense coverage with a limit of \$5,000 any one person
 - v. Authority listed as additional insured
 - vi. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority
 - b. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:
 - i. Authority named as additional insured
 - ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

- c. Aircraft Liability Insurance for all Operator owned or operated aircraft with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage Bodily Injury and Property Damage, and \$1,000,000 for Personal and Advertising Injury. The policy shall contain:
 - i. Non-Owned Aircraft Liability with a minimum limit of \$1,000,000
 - ii. Non-Owned Aircraft Physical Damage Liability: per occurrence limit of \$500,000
 - iii. Contractual liability coverage for liability assumed under the Agreement or Permit
 - iv. Medical expense coverage with a limit of \$5,000 any one person
 - v. Authority as additional insured
 - vi. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vii. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

K. Insurance Requirements Applicable to Specialized Aeronautical Service Providers – Commercial Hangar Operator (Tier 1)

- 1. Liability Insurance. Operator shall carry and maintain throughout the term of their Agreement the following coverages:
 - a. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$2,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$2,000,000 product/completed operations limit of liability. The policy shall contain:
 - i. Independent Contractors coverage
 - ii. Ground Hangarkeepers Liability (for those not moving an aircraft)
 - a. \$1,000,000 any one aircraft
 - b. \$2,000,000 any one occurrence
 - iii. Ground Hangarkeepers Liability (for those moving an aircraft)
 - a. \$2,000,000 any one aircraft
 - b. \$5,000,000 any one occurrence
 - iv. Blanket contractual liability coverage for liability assumed under the Agreement or Permit
 - v. Medical expense coverage with a limit of \$5,000 any one person
 - vi. Authority listed as additional insured
 - vii. Thirty (30) day Notice of Cancellation in favor of the Authority
 - viii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority
 - b. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:
 - i. Authority named as additional insured
 - ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

L. Insurance Requirements Applicable to Specialized Aeronautical Service Providers – Commercial Hangar Operator (Tier 2)

1. Liability Insurance. Operator shall carry and maintain throughout the term of their Agreement the following coverages:
 - a. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$1,000,000 product/completed operations limit of liability. The policy shall contain:
 - i. Independent Contractors coverage
 - a. Ground Hangarkeepers Liability:
 - a) \$250,000 any one aircraft
 - b) \$1,00,000 any one occurrence
 - ii. \$1,000,000 any one aircraft / \$2,000,000 any one occurrence
 - iii. Blanket contractual liability coverage for liability assumed under the Agreement or Permit
 - iv. Medical expense coverage with a limit of \$5,000 any one person
 - v. Authority listed as additional insured
 - vi. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority
 - b. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:
 - i. Authority named as additional insured
 - ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

M. Insurance Requirements Applicable to Specialized Aeronautical Service Providers – Aircraft Detailing

1. Liability Insurance. Operator shall carry and maintain throughout the term of their Agreement the following coverages:
 - a. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$1,000,000 product/completed operations limit of liability. The policy shall contain:
 - i. Independent Contractors coverage
 - ii. Ground Hangarkeepers Liability with a limit of no less than:
 - a. \$1,000,000 Any One Aircraft
 - b. \$1,000,000 Any One Occurrence
 - iii. Blanket contractual liability coverage for liability assumed under the Agreement or Permit
 - iv. Medical expense coverage with a limit of \$5,000 any one person
 - v. Authority listed as additional insured
 - vi. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority

- b. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:
 - i. Authority named as additional insured
 - ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

N. Insurance Requirements Applicable to Specialized Aeronautical Service Providers – Specialized Flying Service (No Hazardous Materials)

- 1. Piston Powered Aircraft Operator. Operator shall carry and maintain throughout the term of their Agreement the following coverages:

- a. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$1,000,000 product/completed operations limit of liability. The policy shall contain:
 - i. Independent Contractors coverage
 - ii. Ground Hangarkeepers Liability with a limit of no less than:
 - a. \$1,000,000 Any One Aircraft
 - b. \$1,000,000 Any One Occurrence
 - iii. Blanket contractual liability coverage for liability assumed under the Agreement or Permit
 - iv. Medical expense coverage with a limit of \$5,000 any one person
 - v. Authority listed as additional insured
 - vi. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority

- b. Aircraft Liability Insurance for all Operator owned or operated piston powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage Bodily Injury and Property Damage, and \$1,000,000 for Personal and Advertising Injury. The policy shall contain:
 - i. Non-Owned Aircraft Liability with a minimum limit of \$1,000,000
 - ii. Contractual liability coverage for liability assumed under the Agreement or Permit
 - iii. Medical expense coverage with a limit of \$5,000 any one person
 - iv. Authority as additional insured
 - v. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

- c. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:
 - i. Authority named as additional insured
 - ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

2. Turboprop Powered Aircraft Operator. Operator shall carry and maintain throughout the term of their Agreement the following coverages:
 - a. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$5,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$5,000,000 product/completed operations limit of liability. The policy shall contain:
 - i. Independent Contractors coverage
 - ii. Ground Hangarkeepers Liability with a limit of no less than:
 - a. \$5,000,000 Any One Aircraft
 - b. \$5,000,000 Any One Occurrence
 - iii. Blanket contractual liability coverage for liability assumed under the Agreement or Permit
 - iv. Medical expense coverage with a limit of \$5,000 any one person
 - v. Authority listed as additional insured
 - vi. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority
 - b. Aircraft Liability Insurance for all Operator owned or operated turboprop aircraft with a minimum bodily injury and property damage per occurrence limit of \$5,000,000 for coverage Bodily Injury and Property Damage, and \$5,000,000 for Personal and Advertising Injury. The policy shall contain:
 - i. Non-Owned Aircraft Liability with a minimum limit of \$5,000,000
 - ii. Contractual liability coverage for liability assumed under the Agreement or Permit
 - iii. Medical expense coverage with a limit of \$5,000 any one person
 - iv. Authority as additional insured
 - v. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority
 - c. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:
 - i. Authority named as additional insured
 - ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

3. Turbojet Powered Aircraft Operator. Operator shall carry and maintain throughout the term of their Agreement the following coverages:
 - a. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$10,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$10,000,000 product/completed operations limit of liability. The policy shall contain:
 - i. Independent Contractors coverage
 - ii. Ground Hangarkeepers Liability with a limit of no less than:
 - a. \$10,000,000 Any One Aircraft
 - b. \$10,000,000 Any One Occurrence
 - iii. Blanket contractual liability coverage for liability assumed under the Agreement or Permit

- iv. Medical expense coverage with a limit of \$5,000 any one person
- v. Authority listed as additional insured
- vi. Thirty (30) day Notice of Cancellation in favor of the Authority
- vii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority

- b. Aircraft Liability Insurance for all Operator owned or operated turbojet aircraft with a minimum bodily injury and property damage per occurrence limit of \$10,000,000 for coverage Bodily Injury and Property Damage, and \$10,000,000 for Personal and Advertising Injury. The policy shall contain:
 - i. Non-Owned Aircraft Liability with a minimum limit of \$5,000,000
 - ii. Contractual liability coverage for liability assumed under the Agreement or Permit
 - iii. Medical expense coverage with a limit of \$5,000 any one person
 - iv. Authority as additional insured
 - v. Thirty (30) day Notice of Cancellation in favor of the Authority
 Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority
- c. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:
 - i. Authority named as additional insured
 - ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

- 4. Piston Helicopter Powered Aircraft Operator. Operator shall carry and maintain throughout the term of their Agreement the following coverages:

- c. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$1,000,000 product/completed operations limit of liability. The policy shall contain:
 - i. Independent Contractors coverage
 - ii. Ground Hangarkeepers Liability with a limit of no less than:
 - a. \$1,000,000 Any One Aircraft
 - b. \$1,000,000 Any One Occurrence
 - iii. Blanket contractual liability coverage for liability assumed under the Agreement or Permit
 - iv. Medical expense coverage with a limit of \$5,000 any one person
 - v. Authority listed as additional insured
 - vi. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority
- d. Aircraft Liability Insurance for all Operator owned or operated piston powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage Bodily Injury and Property Damage, and \$1,000,000 for Personal and Advertising Injury. The policy shall contain:
 - i. Non-Owned Aircraft Liability with a minimum limit of \$1,000,000
 - ii. Contractual liability coverage for liability assumed under the Agreement or Permit
 - iii. Medical expense coverage with a limit of \$5,000 any one person

- iv. Authority as additional insured
- v. Thirty (30) day Notice of Cancellation in favor of the Authority
- vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

- c. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:
 - i. Authority named as additional insured
 - ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

- 5. Turbine Helicopter Powered Aircraft Operator. Operator shall carry and maintain throughout the term of their Agreement the following coverages:

- e. Aviation General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$5,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$5,000,000 product/completed operations limit of liability. The policy shall contain:
 - i. Independent Contractors coverage
 - ii. Ground Hangarkeepers Liability with a limit of no less than:
 - a. \$5,000,000 Any One Aircraft
 - b. \$5,000,000 Any One Occurrence
 - iii. Blanket contractual liability coverage for liability assumed under the Agreement or Permit
 - iv. Medical expense coverage with a limit of \$5,000 any one person
 - v. Authority listed as additional insured
 - vi. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vii. Waiver of Transfer of Right of Recovery Against Others in favor of the Authority

- f. Aircraft Liability Insurance for all Operator owned or operated piston powered aircraft with a minimum bodily injury and property damage per occurrence limit of \$5,000,000 for coverage Bodily Injury and Property Damage, and \$5,000,000 for Personal and Advertising Injury. The policy shall contain:
 - i. Non-Owned Aircraft Liability with a minimum limit of \$5,000,000
 - ii. Contractual liability coverage for liability assumed under the Agreement or Permit
 - iii. Medical expense coverage with a limit of \$5,000 any one person
 - iv. Authority as additional insured
 - v. Thirty (30) day Notice of Cancellation in favor of the Authority
 - vi. Waiver of Transfer of Rights of Recovery Against Others in favor of the Authority

- c. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain:
 - i. Authority named as additional insured
 - ii. Thirty (30) day Notice of Cancellation in favor of the Authority

If a motor vehicle is operated on the Aircraft Operations Area, Operator shall maintain excess coverage on Business Automobile Liability Insurance in the amount of \$5,000,000.

Those Specialized Flying Services that intend to carry or use hazardous materials will be evaluated on a case by case basis.