SARASOTA MANATEE AIRPORT AUTHORITY

MINIMUM STANDARDS

FOR

AERONAUTICAL ACTIVITIES

Revised 3/26/18
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Statement of Policy</td>
</tr>
<tr>
<td>2</td>
<td>Previous Standards</td>
</tr>
<tr>
<td>3</td>
<td>Applicability/Non-Conformities</td>
</tr>
<tr>
<td>4</td>
<td>Severability</td>
</tr>
<tr>
<td>5</td>
<td>Definitions</td>
</tr>
<tr>
<td>6</td>
<td>Application Process</td>
</tr>
<tr>
<td>7</td>
<td>Standards</td>
</tr>
<tr>
<td>8</td>
<td>Aircraft Sales</td>
</tr>
<tr>
<td>9</td>
<td>Aircraft Lease and/or Rental</td>
</tr>
<tr>
<td>10</td>
<td>Flight Training</td>
</tr>
<tr>
<td>11</td>
<td>Flying Clubs</td>
</tr>
<tr>
<td>12</td>
<td>Specialized Commercial Flying Services</td>
</tr>
<tr>
<td>13</td>
<td>Fixed Base Operators</td>
</tr>
<tr>
<td>14</td>
<td>Aircraft Maintenance and Repair</td>
</tr>
<tr>
<td>15</td>
<td>On Demand Aircraft Charter</td>
</tr>
<tr>
<td>16</td>
<td>Aviation Fuel Dispensing Facilities</td>
</tr>
<tr>
<td>17</td>
<td>Combined Aeronautical Activities</td>
</tr>
<tr>
<td>18</td>
<td>Contracting for Aeronautical Activities</td>
</tr>
<tr>
<td>19</td>
<td>Other Aeronautical Activities</td>
</tr>
<tr>
<td>20</td>
<td>Authority Hangars</td>
</tr>
<tr>
<td>21</td>
<td>Waiver of Standards</td>
</tr>
<tr>
<td>22</td>
<td>Aircraft Manufacturer Service Facility</td>
</tr>
</tbody>
</table>

Exhibit 1 - Terminal Aircraft Parking Apron

Revised 3/26/18
MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES
AT SARASOTA BRADENTON INTERNATIONAL AIRPORT

WHEREAS, the Sarasota Manatee Airport Authority, being a public non-profit corporation created under and pursuant to the Laws of the State of Florida, hereinafter referred to as "Authority" owns and operates a public airport known as Sarasota Bradenton International Airport hereinafter referred to as "Airport"; and

WHEREAS, the Authority desires to establish standards and requirements for Aeronautical Activities at the Airport to protect the public's health, safety and interest, to discourage unqualified applicants, and to protect the aviation user and public from unsafe, inadequate service or irresponsible tenants; and

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

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

ARTICLE 1
Statement Of Policy

Airport shall provide a fair and reasonable opportunity, without unlawful discrimination, to all applicants to qualify, or otherwise compete, for available Airport facilities and the furnishing of selected Aeronautical Activities subject to the Minimum Standards established by Authority and set forth herein. Authority reserves the right to revise these Minimum Standards from time to time.

These Standards set forth the minimum requirements to be met by Persons seeking to perform or conduct Aeronautical Activities at the Airport. Authority's goal in adopting these Standards is to protect the level and quality of Aeronautical Activities offered to the public, and to encourage the development of quality Aeronautical Services and facilities at the Airport.

In all cases where the words "Standards" or "requirements" appear herein, it shall be understood that they are modified by the word "Minimum." All Operators will be encouraged to exceed the minimums; no Operator will be allowed to operate under conditions below the Minimum Standards.

Prior to starting any operation(s), a potential Operator must enter into a written Agreement with Authority or FBO. The Agreement will recite the terms and conditions under which the Aeronautical Activities will be conducted on the Airport, including, but not limited to, the term of the Agreement, the rentals, fees and charges, and the rights and obligations of the respective parties. The granting of such right or privilege, however shall not be construed in any manner as affording the Operator any exclusive or continuing right of use of the premises or facilities of the Airport, other than those premises which may
be leased exclusively to the Operator, for the term of the lease, and then only to the extent in the written lease.

Authority reserves the right to designate from time to time specific areas where individual Aeronautical Activities or a combination of Aeronautical Activities may be conducted, and to determine whether or not there is sufficient, appropriate, or adequate space to meet the Minimum Standards established herein. This determination shall consider the nature and extent of the proposed activity and the properties available for such purposes, consistent with the current Airport Master Plan, Airport Rules and Regulations, and the orderly, safe, and efficient operation of the Airport.

These Minimum Standards shall not apply to scheduled air carrier or scheduled air taxi operators.

**ARTICLE 2**

**Previous Standards**

Upon adoption of these Minimum Standards, the Minimum Standards for Private Hangars (adopted July 19, 1993), the Minimum Standards for Flying Clubs, and The Minimum Standards for Fixed Base Operators are repealed.

**ARTICLE 3**

**Applicability/Non-Conformities/Revisions**

These Minimum Standards shall apply to existing and future Tenants and Operators. While these standards do not apply directly to subtenants (since they are not in privity with the Authority), Tenants shall nevertheless ensure through their sublease agreements that any Aeronautical Activities conducted by their subtenants are carried out in a manner that does not frustrate the purposes of these Minimum Standards.

The leasehold premises of existing Tenants may include parcels or structures which conform to applicable standards before the adoption or amendment of these Minimum Standards but which do not conform to these Standards in their present form. To avoid undue hardship, nothing in these Standards shall require a change in the size or configuration of a parcel or improvement, which lawfully exists on the date these Standards were adopted or amended. However, if after the date these Standards have been adopted or amended, a non-conforming parcel shall be reconfigured by the assembly, subdivision, addition or deletion of lands, it shall be reconfigured in a manner that shall conform to these Standards. Similarly, if, after these Standards have been adopted or amended, a non-conforming improvement shall be expanded or altered, or its use changed or intensified, it shall only be expanded, altered, or its use changed or intensified in conformity with these Standards.
ARTICLE 4
Severability
The articles of these Minimum Standards are severable, and if any of its provisions shall be held invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining Articles.

ARTICLE 5
Definitions
As used in these Standards, the following terms shall have the meanings set out below, unless the context clearly requires otherwise:

1. **AGREEMENT** – A written contract, lease, license, use, permit, or other form of authorization, executed by Authority and Operator, whereby Authority authorizes an Operator to conduct a specific activity on the Airport.

2. **AIRCRAFT MANUFACTURER** – A manufacturer of completed aircraft listed by the International Civil Aviation Organization.

3. **AIRCRAFT MANUFACTURER SERVICE FACILITY** – A facility operated by an Aircraft Manufacturer that services and provides services in aircraft that it has manufactured.

4. **AIRCRAFT MANUFACTURE MADE AIRCRAFT** – An aircraft receiving services from, or conducting aeronautical activities under the auspices of, an Aircraft Manufacturer Service Facility that is operated by the Aircraft Manufacturer who manufactured the aircraft.

5. **AIRCRAFT SALES OPERATOR** – Any Person engaged in the sale of new or used aircraft.

6. **AIRPORT MASTER PLAN** – Document charting the proposed evolution of the Airport to meet future needs, as approved by the Authority October 1993, and as amended from time to time.

7. **AIRCRAFT LEASE AND/OR RENTAL OPERATOR** – Any Person engaged in the rental and/or lease of aircraft to the general public.

8. **AIRCRAFT MANAGEMENT OPERATOR** – A commercial operator engaged in the business of providing aircraft management services for aircraft not owned by the Operator, including, but not limited to, flight scheduling and dispatching, provision of flight crews, and/or coordinating aircraft maintenance, fueling, line services, ground handling or storage.

9. **AERONAUTICAL ACTIVITY** – Any commercial activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations, and shall include, but not be limited to all activities commonly conducted at airports, such as charter operations, pilot training, flight training, aircraft rental, sightseeing, aerial photography, surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products (whether or not conducted in conjunction with other included activities), repair and maintenance of aircraft, sale of aircraft parts, sale and maintenance of aircraft accessories, radio, communication and navigation equipment, flying clubs and other co-op arrangements, aircraft or crew management and any other
activity which, because of its direct relationship to the operation of aircraft, can appropriately be regarded as a “Commercial Aeronautical Activity.” An activity is considered a commercial activity if it conducts any aspect of a business, concession, operation, or agency providing goods or services to any person for compensation or hire, including exchange of services, whether or not such objectives are accomplished, and regardless of whether the business is nonprofit, charitable, or tax-exempt. Aeronautical Activities conducted by a governmental entity shall be deemed noncommercial.

10. AIR OPERATIONS AREA (AOA) – An area used or intended to be used for landing, takeoff, or surface maneuvering of aircraft including all Airport lands adjacent thereto and enclosed by the perimeter security fence.

11. AIRCRAFT – An aircraft is a vehicle which is able to fly by being supported by the air.

12. AIRCRAFT MAINTENANCE AND REPAIR – Providing one or a combination of airframe, power plant and accessory repair services on Aircraft up to and including business jet Aircraft, helicopters and blimps. This category shall also include the non-exclusive sale of Aircraft parts and accessories.

13. AIRPORT – The Sarasota Bradentont International Airport (SRQ), located in the City of Sarasota, Sarasota County and Manatee County, Florida, including any real property, the fee simple title to which is vested in the Authority.

14. APPLICANT – All Persons seeking to enter into an Agreement with Authority to establish, perform or operate an Aeronautical Activity at the Airport or to sublease to Persons to operate an Aeronautical Activity at the Airport.

15. AUTHORITY - The Sarasota Manatee Airport Authority, a special district created by the Legislature of the State of Florida, pursuant to Chapter 2003-309, Laws of Florida as amended, which owns and operates the Airport. The term shall also mean the President, Chief Executive Officer or his designated representative when the context permits.

16. BEST'S – Best’s Rating, insurance industry standard measure of insurance financial performance prepared by A.M. Best Company.

17. CONVICTED VENDOR LIST – List required to be kept by the State of Florida Department of Management Services of entities under Florida Statute 287.133, Public Entity Crime; denial or revocation of the right to transact business with public entities.

18. CO-OP FUELING/SERVICES - Fueling or otherwise servicing multiple aircraft owned by different entities based in the same hangar or premises. Co-Op fueling is not recognized as self-fueling by the FAA and shall not be allowed at Airport. To be afforded self-fueling rights, all aircraft must demonstrate the same ownership structure as the hangar/ground lease.

19. COMMERCIAL HANGAR OPERATOR - A commercial operator that develops hangar facilities for the purpose of furnishing to the public aircraft storage hangar facilities. Only FBOs are permitted to provide third-party hangar storage to the general public at the Airport.

20. FAA – The Federal Aviation Administration of the United States of America, its successors and
assigns.


22. **FIXED BASE OPERATOR (FBO)** – Any Person engaged in providing multiple aeronautical services as listed in Article 13. Only Fixed Base Operators are permitted to provide third party hangar storage to the general public, and sell and dispense aviation fuels and oil to the public.

23. **FLIGHT TRAINING** – Any Person engaged in instructing pilots and solo flight training, in fixed or rotary wing Aircraft, and who provides such related ground school instruction as is required before taking a written examination and flight check ride for the category or categories of pilot’s licenses and ratings involved.

24. **FLYING CLUBS** – Any Person that is a nonprofit entity organized for the express purpose of providing its members with an Aircraft or several Aircraft for their personal use and enjoyment only.

25. **MINIMUM STANDARDS** – Standards established by Authority as the Minimum requirements any Person must meet as a condition of the right to conduct an Aeronautical Activity on the Airport (also referred to herein as “Standards”).


27. **ON DEMAND AIRCRAFT CHARTER** - Any Person engaged in the business of air transportation (persons or property) to the general public for hire, on demand, on an unscheduled basis under FAR Part 135.

28. **OPERATOR** – A person performing, operating or engaging in an Aeronautical Activity on the Airport.

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

30. **PILOT TRAINING** – See Flight Training.

31. **PRESIDENT, CHIEF EXECUTIVE OFFICER** – The principle representative of the Authority with powers and duties to direct all administrative, operational, financial, and other matters at the Airport; to supervise the aviation activities at the Airport and be responsible for the operation, management, and maintenance of the Airport and all facilities and equipment in connection therewith and to enforce the provisions of these Standards. Such other employees of the Authority, as the President, Chief Executive Officer from time to time may designate, to carry out the duties of the President, Chief Executive Officer.

32. **PRIVATE HANGAR OWNERS** - A Tenant permitted by its Agreement to construct and maintain its own hangar on its own leasehold premises for the storage of its own Aircraft which is not used for Aeronautical Activities at the Airport. Ownership of the leasehold, hangar and Aircraft are identical or the owners are related. The hangar owner and Aircraft owner are deemed to be “related” to the Tenant if the owner of the hangar and Aircraft have, directly or indirectly, a major equity ownership.
in the Tenant entity. An Aircraft under lease by the Tenant from a third party for use by the Tenant for a minimum of twelve (12) months is deemed “owned” by the Tenant. Subject to compliance with Article 16, fueling and service of the aircraft stored on the leasehold premises is also permitted but only if it is provided by the Tenant or by a party related to the Tenant, i.e. no Co-Op fueling and servicing is permitted.

33. **RULES AND REGULATIONS** – The Rules and Regulations of the Airport, as amended from time to time by Authority.

34. **SELF FUELING/SERVICES** - The fueling or servicing of an aircraft by the owner of the aircraft or by his or her own employees and using his or her own equipment. The fuel is obtained by the aircraft owner from the source of his/her preference. Any fuel dispensing equipment and facility is owned by the aircraft owner or by an entity having, directly or indirectly, a major equity interest in the entity that is the aircraft owner. Self-fueling/service activities cannot be contracted out to a third party or Co-Op. Self-fueling operations are also regulated in the Airport’s Rules and Regulations, Minimum Standards for Aeronautical Activities Article 16, Aviation Fuel Dispensing Facilities also apply to self-fueling/services.

35. **SELF SERVICE FUELING PUMP** - A fueling facility that is operated by the user/customer, not by an attendant. If the pump is made available to the public it becomes a commercial aeronautical activity and does not constitute self-fueling.

36. **SPECIAL AIRCRAFT REPAIR OPERATOR** - Any Person engaged in the business of the repair and installation of aircraft radios, avionics, instruments, propellers, and accessories, aircraft painting, upholstery and similar aircraft components and support services. This category also includes the non-exclusive sale of new and/or used components of the above listed services. Operator may furnish one, or if desired, any combination of the above services.

37. **SPECIALIZED COMMERCIAL FLYING SERVICES** – Any Person engaged in air transportation for hire for the purpose of providing the use of Aircraft for one or more of the following, but not limited to those uses listed, nonstop sightseeing flights that begin and end at Airport, banner towing and aerial advertising, aerial photography, aerial surveying, power line or pipeline patrol, air ambulance service, aircraft mineral exploration, crop dusting and other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

38. **TENANT** – All Persons who have been approved by Authority to conduct an Aeronautical Activity at the Airport and who have executed an Agreement with Authority authorizing them to conduct an Aeronautical Activity at the Airport.

39. **TERMINAL AIRCRAFT PARKING APRON (TAPA)** – A defined paved area at the Airport passenger terminal building that provides for loading and unloading passengers or cargo, refueling, parking, and maintenance or servicing of aircraft. The Terminal Aircraft Parking Apron is the yellow colored area on Exhibit 1, identified as Terminal Aircraft Parking Apron attached hereto and made a part of these Minimum Standards.
ARTICLE 6

Application Process

1. **Written Application.** All Persons seeking to establish an Aeronautical Activity at the Airport shall be furnished a copy of these Minimum Standards, as amended, and shall prepare and file a written application to the Airport. All applications shall be executed under penalty of perjury by an officer, director, manager or other properly authorized official. The application shall set forth in detail the following:
   a. Name and address of Applicant.
   b. Name and address of classes of membership, if applicable.
   c. Tax identification number.
   d. Copy of IRS Non-Profit Determination Letter, if applicable.
   e. Proposed land use, facility and/or Aeronautical Activity sought.
   f. Names and qualifications of personnel involved in conducting Aeronautical Activity.
   g. Financial capability of Applicant.
   h. Technical ability of Applicant to perform Aeronautical Activity sought.
   i. Listing of tools, equipment, services and inventory furnished in connection with Aeronautical Activity sought.
   j. Proposed date of commencement of Aeronautical Activity.
   k. Proposed term.
   l. Specifications of proposed improvements.
   m. Estimated cost of proposed improvements.
   n. Method of financing construction or acquisition of facilities.

2. **Application Review.** Once the written application required in Article 6(1) is filed and received by Airport, it shall be reviewed for compliance with these Standards.
   a. Complete Application. If Authority determines that the Application is complete, Authority shall commence negotiations with Applicant to execute a written Agreement.
   b. Incomplete Application. If Authority determines that an Application is incomplete or further information is required, Authority shall return the Application to Applicant and notify Applicant in writing the reason(s) the Application was incomplete.

3. **Action on Applicant's Application.** Authority may deny any Application to conduct or engage in an Aeronautical Activity at the Airport if, in opinion of Authority, if finds any one or more of the following:
   a. Applicant, for any reason, does not meet the qualifications, standards, and requirements established by these Standards, or is not prepared to meet same within a reasonable time as established by Authority but not exceeding one year.
   b. Applicant's proposed operation or construction will create a safety hazard on the Airport.
   c. Applicant's proposed operation will result in a financial loss for Authority.
   d. Applicant's proposed operation will cause Authority to spend funds or supply labor or materials in connection therewith.
   e. No appropriate, adequate or available land or facilities exist at Airport to accommodate Applicant's proposed operation on the date of application or within a reasonable time thereafter.
   f. Airport development or construction required for the proposed operation does not comply with
Airport Master Plan or conflicts with federal, state or local rules and regulations.
g. Development or use of the land area requested by Applicant will result in aircraft or building
congestion or will unduly interfere with the activities of any present Operator on the Airport, or
might restrict aircraft access to other present Operators on Airport.
h. Applicant either intentionally or unintentionally falsified the application or supporting documents
or omitted relevant information.
i. Applicant failed to make full disclosure on his Application.
j. Applicant has a record of violating rules and regulations of any airport, FDOT aviation
regulations, FAA standards or regulations, or any other rules and regulations applicable to
Authority.
k. Applicant has defaulted in the performance of any lease or other agreement with Authority,
Manatee County, City of Sarasota, or Sarasota County, or other airport in the United States.
l. On basis of current financial and background information, Applicant does not, in opinion of
Authority, exhibit adequate financial responsibility or technical capability to undertake the
proposed aeronautical activity.
m. Applicant is unable to provide a performance bond or other security in an amount required by
Authority to insure performance of its obligations under its proposed activity or ensure
completion of any associated construction.
n. Applicant has been convicted of any felony or misdemeanor involving moral turpitude or has
been convicted of a public entity crime as defined in Section 287.133 Fla. Statutes and placed
on the Convicted Vendor List.

4. **Agreement.** A written Agreement properly executed by Applicant and Authority, or by FBO and its
subtenant, is a prerequisite to tenancy on the Airport and the commencement of any operations
thereon. Upon approval of Application as submitted or modified, Authority or FBO shall cause to be
prepared an Agreement between Applicant and Authority or FBO. All Agreements shall contain the
following provisions, among others:
   a. Provisions for strict compliance with these Minimum Standards.
   b. Term provision.
   c. Reasonable rental rate and/or Authority use fee to be paid to Authority.
   d. Rent escalation provision.
   e. Provision for security deposit, performance bond or other form of performance guarantee to be
      posted by Operator, along with construction and payment bonds, if applicable.
   f. Release, Indemnity and Hold Harmless provisions.
   g. Provisions providing that all improvements, structures, or facilities to be built, constructed or
      placed upon the Airport shall conform to all safety regulations of the State of Florida, the
      Counties of Sarasota and Manatee, and the City of Sarasota and shall conform with the
      requirements of current building codes and fire regulations of said jurisdictions.
   h. Provisions that all improvements, structures or facilities built, constructed or placed upon the
      Airport shall, once commenced, be diligently pursued to completion.
   i. Covenants specifically agreeing to comply with environmental and natural resources laws and
      regulations.
   j. Provisions that the Agreement is subordinate to any existing or future Agreement between
      Authority and the United States, relative to the operation and maintenance of the Airport, the
execution of which has been or may be required as a condition precedent to expenditure of Federal funds for the development of Airport properties.

k. Provision prohibiting sublease or assignment of Agreement without prior notification to Authority.

l. Provisions required by FAA or other governmental entity.

5. **Hearing.** Once a written Agreement is executed by Applicant and Authority, Authority will make a determination based upon these Standards, Airport Rules and Regulations, Federal and State rules, guidelines and laws, and Airport policies as to whether or not a hearing is required.

a. **No Hearing Required.** If the sought Aeronautical Activity does not require a hearing, Authority will draft and execute the proper Agreement authorizing Applicant to perform the sought Aeronautical Activity in accordance with these Minimum Standards.

b. **Hearing Required.** If it is determined that the sought Aeronautical Activity requires a hearing, the hearing is governed as follows:

1) Application and Agreement will be placed on the agenda of a future regularly scheduled board meeting of Authority. An Agreement must be executed before an Application can be placed on a Board agenda.

2) All persons currently providing Aeronautical Activities as those sought by Applicant will be notified of the application and advised the date, time and place of the scheduled board meeting where the Application will be considered.

3) Authority will determine whether or not Applicant meets the standards and qualifications as herein established, and whether or not the Agreement should be approved, modified or rejected.

6. **Continuing Obligations.** Successful Applicants who execute an Agreement with Authority and are approved by Authority are required to comply with the following.

a. **Informational Update.** Promptly advise Authority of any changes in information provided on Application and/or Agreement.

b. **Compliance with Other Regulations.** Abide and comply with all federal, state and local Laws, ordinances, regulations, and the rules and regulations of Authority.
ARTICLE 7
Standards

Any Person desiring to conduct Aeronautical Activities on the Airport shall meet or exceed the following standards:

1. **Certification.** All Applicants and Tenants shall obtain and maintain the necessary certificates from the FAA and/or any other authority where the same are required for the proposed Aeronautical Activity.

2. **Regulatory Compliance.** All Applicants and Tenants shall comply with all federal, state and local laws, the Airport Master Plan, the Airport Rules and Regulations, and the Minimum Standards for Aeronautical Activities, which may be amended from time to time, that apply to their business, including rules and regulations promulgated by Authority. All Tenants shall keep in effect and post in a prominent place on their business premises all necessary and/or required licenses and/or permits.

3. **Aeronautical Activity Service.** Tenants shall furnish good, prompt and efficient service on a fair, reasonable and non-discriminatory basis to all users of the Airport adequate to meet all reasonable demands for its services at the Airport. Tenants shall charge fair, reasonable and non-discriminatory prices for each unit sale or service; provided that Tenants are allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

4. **Employees.** Tenants shall provide, at their expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized to perform their Aeronautical Activity under their Agreement with Authority.

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

6. **Signage.** Tenants cannot advertise or place signage on the Airport unless specifically granted said rights in their respective Agreement.

7. **Exclusive Rights.** It is NOT the intent of Authority under an Agreement to grant Tenants the exclusive right to any or all of the Aeronautical Activity services described herein at any time during the term of the respective Agreement. Authority reserves the rights, in its sole discretion, to grant others certain rights and privileges at Airport which are identical in part or in whole to those granted to Tenants. Authority does covenant and agree that:
   a. All Minimum Standards of Aeronautical Activities for all aeronautical endeavors, services and activities conducted at Airport shall be enforced; and
   b. Following the date of official adoption or revision of Minimum Standards of Aeronautical Activities, new Aeronautical Activity Operators will NOT be permitted or allowed to operate at the Airport under terms and conditions more favorable than those set forth in the Standards; and
   c. No Aeronautical Activity will be permitted or allowed at Airport without an Agreement with Authority or FBO.

8. **Vendors and Suppliers.** Tenants shall have the right to choose, at their sole discretion, their vendors and suppliers, operating in compliance with these Standards.
9. **Expenses.** Tenant shall meet all expenses and payments in connection with its Agreement with Authority, including licenses, taxes or permits required by law in the normal course of business. Tenant may, however, at its sole expense and cost, contest any tax, fee or assessment.

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

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

All certificates shall provide that thirty (30) days prior written notice, by registered or certified mail, shall be given Authority of any cancellation, intent not to renew, reduction in policy coverages, or other material alteration. Immediate steps shall be taken to reinstate any reduction in any aggregate limit. If at any time Authority requests a written statement from the insurance company as to any impairments to the aggregate limit, the Applicant/Tenant shall promptly authorize and have such statement delivered to Authority. Applicant/Tenant shall make up any impairment when known to it. Applicant/Tenant authorizes Authority to confirm all information furnished Authority, as to compliance with insurance requirements herein, with Applicant/Tenant insurance agents, brokers, and insurance carriers. All insurance coverages of Applicant/Tenant shall be primary as regards any insurance or self-insurance program carried by Authority.

The acceptance of delivery of any certificate of insurance evidencing Applicant/Tenant insurance coverages and limits does not constitute approval or agreement by Authority that insurance requirements herein have been met or that insurance policies shown in certificates of insurance are in compliance with the requirements herein.

Certificates of insurance, or other evidence, must be filed with and approved by Authority prior to any activity being performed by Applicant/Tenant at the Airport.

Insurance coverages and limits required herein are designed to meet uniform requirements of Authority. They are not designed as a recommended insurance program for Applicant/Tenant. Applicant/Tenant alone shall be responsible for the sufficiency of his insurance program.

In the event Authority determines that the insurance limits herein are inadequate, Authority may modify said limits. If the insurance limits are modified, Applicant/Tenant has thirty (30) days after receipt of written notice from Authority to modify its insurance limits.
If any liability insurance required herein is issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (tail coverage) shall be unlimited.

Required coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum standards contained herein. Submissions required by this Article shall be given to:

Attention: Executive Vice President, Chief Financial Officer
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, Florida 34243-2105

Renewal certificates of insurance shall be provided to Authority a minimum of thirty (30) days prior to expiration of existing current coverages.

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable.

a. **Worker’s Compensation and Employer’s Liability** insurance shall be maintained in accordance with the statutes and regulations of the State of Florida including employer’s liability. Limits shall not be less than:

   - Workers’ Compensation
   - Employers’ Liability

   Florida statute requirements

   - $500,000 limit each accident
   - $500,000 limit disease aggregate
   - $500,000 limit disease each employee

b. **All Risk Property** insurance, including flood or earthquake, shall be maintained, on any and all improvements located upon the airport in an amount equal to the replacement cost (without depreciation) of such improvements. Coverage shall contain a 100% coinsurance clause or agreed amount endorsement. Insurance shall contain loss payable endorsements in favor of Applicant/Tenant and Authority.

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

   - Combined single limit each occurrence
   - Bodily injury, personal injury and property damage liability

   $1,000,000

d. **Automobile Liability** insurance shall be maintained as to ownership, maintenance and use of all owned, non-owned, leased or hired vehicles which are tagged and used on airport with limits not less than:

   - Bodily injury liability
   - Property damage liability

   - $1,000,000 each person
   - $1,000,000 each accident

   - $1,000,000 each accident

e. **Umbrella Liability or Excess Liability** insurance if used to reach the limits of liability required, shall
not be less than $1,000,000 each occurrence and aggregate. The limits of primary liability insurance for general liability and employers' liability insurance coverages shall not be less than $500,000 combined single limit each occurrence and aggregate where applicable for bodily injury, personal injury, and property damage liability.

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

12. **Bankruptcy.** In the event of insolvency, voluntary or involuntary bankruptcy of a Tenant or Operator which is not promptly discharged, or an arrangement for creditors made, Authority shall have the remedies provided by law or as specified in the Authority’s Agreement with the Tenant or Operator.
ARTICLE 8
Aircraft Sales

Any Person desiring to conduct or engage in Aircraft Sales of new and/or used Aircraft through franchises or licensed dealerships or distributorships (either or a rental or wholesale basis) of an aircraft manufacturer; and provides such repair services, and parts as necessary to meet any guarantee or warranty on Aircraft sold, shall meet or exceed the following requirements:

1. **Standards.** Operator shall comply with Article 7, Standards, of these Minimum Standards.

2. **Land.** Operator shall lease from Authority an area of not less than 87,120 square feet (two acres) of land to provide space for hangars and other buildings; storage and display of aircraft; paved private vehicle parking; paved Aircraft Apron; paved pedestrian walkway; surface water management; and all storage, utilities and support facilities.

3. **Hangars and Other Buildings.** Operator shall construct hangar facilities providing at least five thousand (5,000) square feet of aircraft storage/display space, and at least one thousand (1,000) square feet of office space, public lounge, public restrooms, and public telephones.

4. **Aircraft Apron.** Operator shall provide aircraft apron space within his leasehold at least equal to the interior hangar area so that there is sufficient exterior operational area without encroaching on areas outside of the leasehold or taxiways.

5. **Taxiway Access.** Operator shall provide paved access from its facilities to Airport taxiway system. The paved access shall meet all applicable Airport and FAA standards for largest aircraft anticipated to be used in Operator's facility.

6. **Provided Services.** Operator shall provide satisfactory arrangements for repair and servicing of Aircraft sold for the duration of any sales guarantee or warranty period only. Operator shall also provide an adequate inventory of spare parts for the type of Aircraft it sells. Operator may provide servicing facilities through a written agreement with an Aircraft Maintenance and Repair Operator on the Airport.

7. **Dealerships.** It is at Operator's discretion as to whether or not he is an authorized factory dealer or what manufacturer he chooses to represent.

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

9. **Aircraft.** Operator shall have available or on call at least one (1) current model demonstrator of Aircraft in its authorized product line. New Aircraft Operators shall provide for demonstration of additional models of the manufacturer for which a dealership is held. Used Aircraft Operators shall have reasonable access to Aircraft offered for sale for purpose of demonstration.

10. **Hours of Operation.** Operator shall have its premises open and available no less than eight (8) hours a day, five (5) days per week. Operator shall make provision for someone to be in attendance in the office at all times during the required hours of operation.

11. **Personnel.** Operator shall employ and have on duty during hours of operation, trained personnel in such numbers as are required to meet these Standards in an efficient manner, but no less than one (1) properly certified and qualified pilot to provide demonstration and check rides for aircraft Operator intends to sell.

12. **Hearing.** An application to conduct or engage in Aircraft Sales requires a Hearing.
ARTICLE 9
Aircraft Lease And/Or Rental

Any Person desiring to conduct or engage in Aircraft Leasing and/or Rental on the Airport shall meet or exceed the following requirements:

1. **Standards.** Operator shall comply with Article 7, Standards of these Minimum Standards.

2. **Land.** Operator shall lease from Authority an area of not less than 87,120 square feet (two acre) of land to provide space for: hangars and other buildings; paved private vehicle parking; paved Aircraft Apron; paved pedestrian walkway; surface water management; and all storage, utilities, and support facilities.

3. **Hangars and Other Buildings.** Operator shall construct hangar facilities providing at least five thousand (5,000) square feet of aircraft storage space, and at least one thousand (1,000) square feet of office, public lounge, public restroom and public telephones.

4. **Aircraft Apron.** Operator shall provide aircraft apron space within his leasehold at least equal to the interior hangar area so that there is sufficient exterior operational area without encroaching on areas outside of the leasehold or taxiways.

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

6. **Hours of Operation.** Operator shall have its premises open and available no less than eight (8) hours a day, five (5) days a week. Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours. Operator shall also provide for “on call” services during off hours.

7. **Personnel.** Operator shall employ, and have on duty during required hours of operation, trained personnel in such numbers as are required to meet these Standards in an efficient manner, but no less than one (1) properly certified and qualified pilot to provide demonstration and check rides for Aircraft it intends to lease or rent.

8. **Aircraft.** Operator shall have available for rental or lease, either owned or under exclusive written lease to Operator, a sufficient number of Aircraft to handle the proposed scope of its operation, but not less than two (2) certified and airworthy aircraft. At least one (1) of these Aircraft should be equipped for and capable of flight under instrument weather conditions. Copies of any lease agreements for Aircraft leased by Operator for Operator’s use shall be provided to Authority upon request.

9. **Hearing.** An application to conduct or engage in Aircraft Lease and/or Rental requires a hearing.
ARTICLE 10
Flight Training

Any Person desiring to conduct Flight Training or Pilot Training on the Airport shall meet or exceed following requirements:

1. **Standards.** Operator shall comply with Article 7, Standards of these Minimum Standards.

2. **Land.** Operator shall lease from Authority an area of not less than 87,120 square feet (two acre) of land to provide space for: hangars and other buildings; paved private vehicle parking; aircraft apron; paved pedestrian walkway; surface water management; and all storage, utilities, and support facilities.

3. **Hangars and Other Buildings.** Operator shall construct hangar facilities providing at least five thousand (5,000) square feet of Aircraft storage and at least one thousand (1,000) square feet of space for offices, classrooms, pilot briefing room, pilot and training lounge, public restrooms public telephones.

4. **Aircraft Apron.** Operator shall provide aircraft apron space within his leasehold at least equal to the interior hangar area so that there is sufficient exterior operational area without encroaching on areas outside of the leasehold or taxiways.

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

6. **Hours of Operation.** Operator shall have its premises open and available no less than eight (8) hours a day, five (5) days per week. Operator shall make provision for someone to be in attendance in the office at all times during the required hours of operation.

7. **Personnel.** Operator shall employ, or have available on call, at least two (2) properly rated instructor pilots certified by the FAA to provide the type of training desired. Operator shall provide additional properly rated and certified instructor pilots as necessary to meet these Standards in an efficient manner.

8. **Certificates.** If Operator is a FAR Part 141 approved flight school, Operator shall provide Authority evidence of such FAA certification, and notify Authority should such certification lapse, not be renewed, removed, or denied.

9. **Aircraft.** Operator shall have available for use in flight training, either owned or exclusively leased to Operator, not less than two (2) properly certified and airworthy Aircraft, at least one of which should be equipped and capable of use for instrument flight instruction. Operator shall provide Authority copies of any lease agreements for Aircraft not owned by Operator.

10. **Equipment and Facilities.** Operator shall provide classroom facilities for at least ten (10) students, and be equipped with adequate audio and visual aids for effective ground school instruction. All of Operators materials, supplies and training methods must meet FAA requirements for the type of training offered by Operator.

11. **Hearing.** An application to conduct or engage in Flight Training requires a hearing.
ARTICLE 11
Flying Clubs

Any Flying Club desiring to base their Aircraft and operate at the Airport shall meet or exceed the following requirements:

1. **Standards.** Operator shall comply with Article 7, Standards of these Minimum Standards.

2. **Application Process.** An Application for a Flying Club must contain the following information in addition to the requirements of Article 7, Standards:
   a. Names and addresses of members, officers, directors, manager and constituent legal authority.
   b. Names and addresses of person designated by Flying Club as “responsible person” for receipt of communications regarding Flying Club.
   c. Statement describing legal format of Flying Club.
   d. Copies of all agreements under which Flying Club operates.
   e. Copies of registration certificates of all Aircraft owned by Flying Club.
   f. Income and Disbursement statement for proceeding calendar or fiscal year sufficient to demonstrate the Flying Club operated on a non-profit basis during such time.
   g. Copies of any lease agreements.
   h. Copy of Flying Club operating rules.

3. **Application Updates.** All information on Flying Club’s Application shall be updated annually.

4. **Non-Profit Status.** Flying Club must be a non-profit organization and proof of non-profit status shall be substantiated by documentary proof by the Director of the Internal Revenue Service and furnished to Authority.

5. **Property Rights.** Property rights of Flying Club members shall be equal and no part of the club’s net earnings shall inure to the benefit of any member in any form (such as salaries, bonuses, etc.). The Flying Club may not derive greater revenue from the use of its Aircraft than the amount necessary for the operations, maintenance, and replacement of the Flying Club’s Aircraft and facilities.

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

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

8. **Aircraft.** The lease or ownership of aircraft in a Flying Club, must be vested in the name of the Flying Club or owned or leased on a pro rata basis by all members of the Flying Club. Flying Club Aircraft may be obtained, managed, operated, and maintained in any of the following ways:
   a. **Rental or Straight Lease System.** Flying Club may rent or lease Aircraft from a Fixed Base
Operator (FBO) for a minimum number of hours each month. In such case the Flying Club will assume no responsibility for direct management or operations, and maintenance will be the responsibility of the FBO.

b. **Lease Purchase Plan.** Flying Club may lease an Aircraft from an off-Airport commercial leasing company for Flying Club's exclusive use for an initial period of one year or more. Management and operations of the aircraft may be assumed by Flying Club members or may be contracted to an FBO.

c. **Direct Purchase.** Flying Club may purchase Aircraft and assume direct responsibility for the management, operations, and maintenance.

d. **Combination.** Flying Club having several Aircraft, may use any combination listed above.

9. **Service to General Public.** Flying Clubs may not offer or conduct charter, air taxi, or rental of Aircraft operations to the general public. Nor may a Flying Club permit its Aircraft to be utilized for the giving of flight instruction to any person, including members of the Flying Club owning the Aircraft, when such person pays or becomes obligated to pay for such instruction, except when instruction is given by an FBO. Flying Clubs are prohibited from leasing or selling any goods or services whatsoever to any Person other than to a member of the Flying Club, except that said Flying Club may sell or exchange its capital equipment for replacement or liquidation purposes.

10. **Advertising.** Flying Clubs may advertise for new members, but only in the name of the Flying Club. No advertisement shall offer services to the public, which are prohibited under paragraph 8 of this article.

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

12. **Hearing.** An application to operate a flying club requires a public hearing.
ARTICLE 12

Specialized Commercial Flying Services

Any Person desiring to operate and provide a Specialized Commercial Flying Service at Airport shall meet or exceed the following requirements:

1. **Aerial Advertising and Banner Towing.** The use of air transportation for hire for the purpose of aerial advertising and banner towing is not permitted at the Airport.

2. **Crop Dusting.** The use of air transportation for hire for the purpose of crop dusting is not permitted at the Airport.

3. **Standards.** Operator shall comply with Article 7, Standards of these Minimums Standards.

4. **Land.** Operator shall lease from Authority an area of not less than one acre (43,560 square feet) of land to provide space for hangars, and other buildings; paved auto parking; paved aircraft apron; paved pedestrian walkways; surface water management; and all storage, servicing utilities and support facilities.

5. **Hangars and Other Buildings.** Operator shall construct hangar facilities providing at least three thousand five hundred (3,500) square feet of Aircraft storage and at least eight hundred (800) of space for offices, workshop, storage areas, restrooms and public telephones.

6. **Aircraft Apron.** Operator shall provide aircraft apron space within his leasehold at least equal to the interior hangar area so that there is sufficient exterior operational area without encroaching on areas outside of the leasehold or taxiways.

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

8. **Hours of Operation.** Operator shall have its premises open and available no less than eight (8) hours a day, five (5) days per week and by appointment. Operator shall make provision for someone to be in attendance in the office at all times during the required hours of operation.

9. **Personnel.** Operator shall employ, or have available on call, at least one (1) properly trained pilot certified by the FAA to operate its Aircraft and provide its services.

10. **Aircraft.** Operator shall provide and have based upon its leasehold, either owned by or under exclusive written lease to Operator, not less than one (1) properly certified Aircraft suitably equipped for, and meeting FAA requirements for the type of operation and services offered.

11. **Hearing.** An application to provide Specialized Commercial Flying Services requires a hearing.
ARTICLE 13
Fixed Base Operator

Any Person desiring to operate at the Airport as a Fixed Base Operator (FBO) shall meet or exceed the following requirements:

1. **Standards.** Operator shall comply with Article 7, Standards of these Minimum Standards.

2. **Insurance.** In addition to insurance requirements in Article 7, Standards of these Minimum Standards, Operator shall obtain and maintain the following insurance coverage:
   a. Commercial General or Airport Liability Insurance including Hangar keepers, with no exclusion relating to aircraft, including Contractual Liability and Personal Injury Liability and Products/Completed Operations Liability, in companies authorized to do business in the State of Florida with a minimum limit of Five Million Dollars ($5,000,000) primary coverage for operations in areas other than on the Terminal Aircraft Parking Apron (TAPA). Authority, its directors, managers and agents, and the employees or servants of same, and Airport shall be named as Additional Insureds. Excess liability insurance coverage with a minimum limit of Twenty-five Million Dollars ($25,000,000) shall be provided for all routine operations to be performed on the (TAPA). Operator is not required to name Authority, its directors, managers or agents, or the employees or servants of same, or the Airport as "additional insureds" with respect to the $25,000,000 excess liability insurance policy. In the event extenuating circumstances or an incident on the TAPA requires immediate access by vehicles not covered by the $25,000,000 excess liability coverage, the Airport may waive this requirement during such incident or extenuating circumstances. Other insurance shall include coverage for Bodily Injury, Personal Injury Liability, and Property Damage Liability. Where not specifically defined herein, coverage limits shall be negotiated and set forth in the lease document governing the FBO; however, where such policy(ies) are subject to an Annual Aggregate Limitation on the amount payable, such Limitation shall be not less than Five Million Dollars ($5,000,000).
   b. Storage Tank Third-Party Liability and/or similar Environmental Impairment Liability with a minimum amount of One Million Dollars ($1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages. Authority shall be listed as an additional insured.

3. **Aeronautical Activities.** Operator shall offer a full range of Aeronautical Activities and services which shall include, as a minimum, the following:
   a. Sale and dispensation of aviation fuels and oils.
   b. Aircraft hangar facilities.
   c. Aircraft tie-downs.
   d. Aircraft ramp service.
   e. Aircraft marshalling and towing.
   f. Aircraft rentals.
   g. Aircraft catering arrangements.
   h. Aircraft Charter and air taxi service.
   i. Aircraft sales or factory-authorized service center.
   j. Flight instruction.
   k. Oxygen service.
   l. Ground transportation arrangement.
   m. Aircraft maintenance and service
4. **Land.** Operator shall lease from Authority an area of not less than fifteen acres of land to provide space for hangars and other buildings; paved auto parking; paved Aircraft Apron; paved pedestrian walkways; fuel farm storage facilities; surface water management; and all storage, servicing utilities and support facilities.

5. **Hangars and Other Buildings.** Operator shall construct hangar facilities located adjacent to the Aircraft Apron required herein providing at least thirty-five thousand (35,000) square feet of inside aircraft storage space. Operator shall provide at least four thousand (4,000) square feet of terminal space for offices, pilot lounge, public lounge and waiting room, pilot briefing room, pilot sleep room, classrooms for flight training, public restrooms and public telephones. Operator shall provide at least seven thousand (7,000) square feet of inside aircraft maintenance and repair shop(s) and spare parts storage.

6. **Fuel Farm Storage Facilities.** Operator shall construct above ground fuel farm storage facilities for aviation fuels in the minimum capacity of at least ten thousand (10,000) gallons of aviation gasoline and twenty thousand (20,000) gallons of turbine fuel in a storage area to be designated by Authority. Construction or alteration of storage and distribution facilities shall be approved by Authority in advance and in writing, and shall meet all applicable safety standards and regulations of the aviation fueling industry, Department of Environmental Protection, the NFPA, and the Authority’s Airport Certification Manual and shall be acceptable to the FAA. Authority and other appropriate governmental agencies may inspect these facilities at any time to assure compliance with established standards.

7. **Aircraft Apron.** Operator shall provide at least two hundred thousand (200,000) square feet of Aircraft parking Apron within its leasehold.

8. **Tie-Down Spaces.** Operator shall provide at least forty (40) Aircraft tie-down spaces.

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

10. **Vehicle Parking.** Operator shall provide at least fifty paved parking spaces or the number of parking spaces required by applicable Federal, State, or local codes and regulations, whichever is greater, within its leasehold.

11. **Hours of Operation.** Operator shall have its Aircraft fueling and passenger, crew, and Aircraft ground handling services, support and amenities continuously available to the public seven (7) days a week (including holidays) twenty-four (24) hours a day. Operator shall have its premises open and available to the public no less than eight hours a day, seven days per week (five days per week for Aircraft Maintenance and Repair; on call 24 hours/7 days per week).

12. **Personnel.** Operator shall employ and have on duty during the required hours of operation, an adequate number of properly qualified and, where applicable, licensed personnel to provide the level of service commensurate with the Aeronautical Services offered by Operator, and as required by these Standards. Operator’s office shall be attended at all times while the facility is open for business. Cross-utilization of personnel between aeronautical services performed will be permitted to the extent that personnel qualifications and licensing requirements are met, and providing that a minimum personnel complement is maintained as follows:
a. A minimum of two (2) fully trained and qualified fuel service personnel shall be on duty at all times while the facility is open for business. Training and documentation of training shall meet the requirements of 14 CFR 139.321.

b. At least one (1) similarly qualified fuel service employee shall be “on call” during the non-business hours.

c. All fuel service personnel shall be suitably uniformed with the name of the Operator prominently displayed thereon. Personnel for other Aeronautical Activities offered shall meet the requirements for the specific categories as specified in these Standards.

d. A minimum of one (1) certified airframe and engine mechanic available during the hours of operation.

e. Operator, when requested by Authority, shall provide a listing of designated fuel service employees, their training documentation, and their work hours.

13. **Contracted Aeronautical Activities.** Operator may execute an Agreement with any Person to provide an Aeronautical Activity on Operator’s premises provided the Agreement complies with these Minimum Standards. The Fixed Base Operator shall provide Authority with a list of all Persons with whom it has such an Agreement. The list shall be kept current by the Fixed Base Operator and shall contain the name, address, telephone number and Aeronautical Activity provided by the Person who has contracted with the Fixed Base Operator.

14. **Hearing.** An application to conduct an FBO requires a public hearing.
ARTICLE 14
Aircraft Maintenance And Repair

Any Person desiring to conduct or engage in Aircraft Maintenance and Repair shall meet or exceed the following requirements:

1. **Standards.** Operator shall comply with Article 7, Standards of these Minimum Standards.

2. **Land.** Operator shall lease from Authority an area of not less than 87,120 square feet (two acres) of land to provide space for: hangars and other buildings; paved private vehicle parking; paved Aircraft Apron; paved pedestrian walkway; surface water management; and all storage, utilities, and support facilities.

3. **Hangars and Other Buildings.** Operator shall construct hangar facilities providing at least ten thousand (10,000) square feet of Aircraft storage space, and at least one thousand (1,000) square feet of office, public lounge, public restroom and public telephones.

4. **Aircraft Apron.** Operator shall provide aircraft apron space within his leasehold at least equal to the interior hangar area so that there is sufficient exterior operational area without encroaching on areas outside of the leasehold or taxiways.

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

6. **Services Provided.** Operator shall provide sufficient shop space, equipment, supplies and availability of Aircraft parts. Further, Operator shall assist with emergency Aircraft recovery services as necessary to promptly remove disabled general aviation Aircraft from the airfield of the largest type normally expected to use the Airport.

7. **Salvage Operations.** Aircraft shall not be stored for salvage operations.

8. **Certificates.** If Operator is a FAR Part 145 approved Repair Station, Operator shall display evidence of such FAA certification in his office area and provide a copy to Authority.

9. **Hours of Operation.** Operator shall have its premises open and available no less than eight (8) hours a day, five (5) days a week. Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours. Operator shall also provide for mechanical services during off-hours, nights and holidays, through an “on call” system, answering service or pager.

10. **Personnel.** Operator shall employ, and have on duty during the required operating hours, trained personnel in such numbers as are required to meet these Standards in a safe and efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed, and who holds an airframe and power plant (A&P) rating, plus one (1) additional person not necessarily rated. Unless operating as an FAA approved repair station under FAR Part 145, the Operator shall also employ and have available or on call at least one (1) person who holds an Aircraft Inspector (IA) rating.

11. **Safety Precautions.** Operator shall conduct all maintenance operations in accordance with the Airport Rules and Regulations, adopted NFPA code, applicable Department of Environmental Protection rules, Authority Standard Operating Procedures, and best management practices, and other relevant safety regulations.

12. **Hearing.** An Application to conduct or engage Aircraft Maintenance or Repair requires a public hearing.
ARTICLE 15
On Demand Aircraft Charter

Any Person desiring to engage in On Demand Aircraft Charter at the Airport shall meet or exceed the following requirements:

1. **Standards.** Operator shall comply with Article 7, Standards of these Minimum Standards.

2. **Land.** Operator shall lease from Authority an area of not less than 87,120 square feet (two acres) of land to provide space for: hangars and other buildings; paved private vehicle parking; Aircraft Apron; paved pedestrian walkway; surface water management; and all storage, utilities, and support facilities.

3. **Hangars and Other Buildings.** Operator shall construct hangar facilities providing at least five thousand (5,000) square feet of Aircraft storage and at least one thousand (1,000) square feet of space for offices, classrooms, pilot briefing room, pilot and training lounge, public restrooms and public telephones.

4. **Aircraft Apron.** Operator shall provide aircraft apron space within his leasehold at least equal to the interior hangar area so that there is sufficient exterior operational area without encroaching on areas outside of the leasehold or taxiways.

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

6. **Hours of Operation.** Operator shall have its premises open and available no less than eight (8) hours a day, five (5) days a week. The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours. The Operator shall also provide for "on-call" services during off hours.

7. **Personnel.** The Operator shall employ, and have on duty during the required operating hours, trained personnel in such numbers as may be required to meet these Standards in a safe and efficient manner, but never less than two (2) persons who hold current FAA commercial pilot certificates with appropriate ratings to permit the flight activity offered by Operator. All flight crews shall be properly rated for the Aircraft operated. The Operator shall provide reasonable assurance of a continued availability of qualified operating crews within a reasonable notice period.

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

9. **Certification.** Operator shall provide evidence of a current FAA Part 135 Certificate or a Provisional Part 135 Certificate.

10. **Hearing.** An Application to conduct of engage in On Demand Aircraft Charter does not require a public hearing.
ARTICLE 16
Aviation Fuel Dispensing Facilities

Only an FBO is allowed to sell and dispense aviation fuels and oils to the public. Any Person desiring to store and dispense aviation fuels and oils from their privately owned hangars for their own aircraft, shall meet or exceed the following requirements.

1. **Standards.** Operator shall comply with Article 7, Standards of these Minimum Standards.

2. **Land.** Operator shall lease from Authority an area of not less than three acres of land to provide space for hangars and other buildings; paved auto parking; paved Aircraft Apron; paved pedestrian walkways; fuel farm storage facilities; surface water management; and all storage, servicing utilities and support facilities.

3. **Hangars and Other Buildings.** Operator shall construct hangar facilities located adjacent to the Aircraft Apron required herein providing at least twenty thousand (20,000) square feet of inside Aircraft storage space.

4. **Aircraft Apron.** Operator shall provide aircraft apron space within his leasehold at least equal to the interior hangar area so that there is sufficient exterior operational area without encroaching on areas outside of the leasehold or taxiways.

5. **Self-fueling Rights.** Self-fueling rights are limited to the definition of Self Fueling provided in Article 5.

6. **Services Permitted.**
Operator may fuel and service its own aircraft, provided it does so with its own equipment and employees. All employees must receive an IRS Form W-2 from the hangar/aircraft owner to meet this requirement and that information must be available to the Authority upon reasonable request. Employees shall not be maintained on a contract basis.

   Self-fueling may only be performed on aircraft owned, maintained, and operated by the same ownership entity as the hangar/ground lease, or by an entity having, directly or indirectly, a major equity interest in the entity that is the aircraft owner. No aircraft owned/operated by a subtenant of the Operator, or any other aircraft, may be fueled on the premises. All aircraft based upon the premises which utilize self-fueling privileges shall be registered with the Authority.

7. **Services Prohibited.** Operator shall not sell, barter, trade, share, sublease or in any other manner provide fuels, oils or fueling facilities to any other Airport tenant or user who has not obtained an Agreement under this Article to store and dispense aviation fuels. Multiple aircraft owned by different entities based in a hangar shall not be afforded self-fueling rights, unless all aircraft demonstrate the same ownership structure as the hangar/ground lease. Co-Op fueling is not recognized as permissible self-fueling by the FAA or by the Airport and is therefore prohibited.

8. **Fuel Farm Storage Facility.** Operator shall construct above ground fuel farm storage facilities for aviation fuels in the minimum capacity of at least ten thousand (10,000) gallons of aviation gasoline and/or turbine fuel whichever is applicable. No below ground fuel storage facilities are permitted. The fuel storage area will be designated by Authority. Construction or alteration of the fuel storage and distribution facilities shall be approved by Authority in advance and in writing, and shall meet all applicable safety standards and regulations of the aviation fueling industry, Department of Environmental Protection and the NFPA, and shall be acceptable to the FAA.
9. **Fueling Records.** Operator shall maintain a fueling log containing the following information for all fueling operations:
   a. Date and time of fuel dispensing operation.
   b. Total number of gallons purchased and dispensed for the reporting period.
   c. Number of gallons of fuel dispensed to aircraft.
   d. Aircraft Registration Number for aircraft into which fuel is being dispensed.

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

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

11. **Fuel Flowage Fee.** Operator shall pay a fuel flowage fee to Authority as provided in its Agreement.

12. **Personnel.** Operator shall employ and have on duty during all hours of operation of the fueling and storing facility, trained and certified persons qualified to dispense fuel to their Aircraft. This training must address at least the following:
   a. Bonding.
   b. Public Protection
   c. Control of access to fuel storage areas
   d. Fire safety in fuel farm and storage areas
   e. Fire safety in mobile fuelers, fueling pits, and/or fueling cabinets.
   f. Training and documentation of training shall meet the requirements of 14 CFR 139.321.

   Operator shall submit to the President, Chief Executive Officer evidence of the training in safety procedures received by each person who will conduct aviation fuel dispensing operations on its premises.

13. **Insurance.** (In addition to insurance described in Article 7, Standards of these Minimum Standards) Storage Tank Third-Party Liability and/or similar Environmental Impairment Liability with a minimum amount of One Million Dollars ($1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages. Authority shall be listed as an additional insured.

14. **Hearing.** An Application to sell and dispense Aviation Fuels requires a public hearing.

15. **Fueling Privileges.** These fueling privileges may not be sold, subleased, or assigned to another party, and may not be conveyed with the leasehold rights of the property without the written approval of the Authority.
ARTICLE 17
Combined Aeronautical Activities
Any person conducting a combination of specific Aeronautical Activities listed in these Standards shall be required to duplicate the requirements of the individual activities, except for Aircraft Rental and Flight Training business activities which are always done together. In the event one of the Aeronautical Activities Operator desires to provide requires a public hearing, then all Aeronautical Activities Operator seeks to provide must be presented at that public hearing.

ARTICLE 18
Contracting For Aeronautical Activities
Any Person may execute an Agreement with a Fixed Base Operator to provide an Aeronautical Activity, provided the Fixed Base Operator meets the Aeronautical Activity requirements listed in these Standards.

ARTICLE 19
Other Aeronautical Activities
Any aeronautical activity not specifically addressed in these Standards shall be considered and evaluated on an individual basis with Authority reserving the prerogative to establish reasonable minimum standards and guidelines for such aeronautical activity in a nondiscriminatory manner consistent with the intent of these Minimum Standards.

ARTICLE 20
Authority Hangars
These Standards are waived and do not apply to aircraft hangars owned and/or operated by Authority.

ARTICLE 21
Waiver Of Standards
Authority may, in its sole discretion, waive all or any portion of these Standards for the benefit of government or governmental agencies performing non-profit public services if those services are performed for:

1. The general public in time of emergency.
2. Emergency medical or rescue services to the public by means of aircraft, or public services to the aircraft industry.
3. Fire prevention or firefighting operations.

Authority may further temporarily waive or reduce any of these Standards for non-governmental Operators where Authority deems such waiver or reduction to be in the best interest or welfare of Airport operations.
ARTICLE 22
Aircraft Manufacturer Service Facility

Any person desiring to operate at the Airport as an Aircraft Manufacturer Service Facility shall meet or exceed the following requirements:

1. **Standards.** Operator shall comply with Article 7, Standards of these Minimum Standards.

2. **Insurance.** In addition to insurance requirements in Article 7, Standards of these Minimum Standards, Operator shall obtain and maintain the following insurance coverage:
   a. Commercial General or Airport Liability Insurance including Hangar keepers, with no exclusion relating to aircraft, including Contractual Liability and Personal Injury Liability and Products/Completed Operations Liability, in companies authorized to do business in the State of Florida with a minimum limit of Five Million Dollars ($5,000,000) primary coverage for operations in areas other than on the Terminal Aircraft Parking Apron (TAPA). Authority, its directors, managers and agents, and the employees or servants of same, and Airport shall be named as Additional Insureds. Other insurance shall include coverage for Bodily Injury, Personal Injury Liability, and Property Damage Liability. Where not specifically defined herein, coverage limits shall be negotiated and set forth in the lease document governing the Service Facility; however, where such policy(ies) are subject to an Annual Aggregate Limitation on the amount payable, such Limitation shall be not less than Five Million Dollars ($5,000,000).
   b. Fuel Storage Tank (if applicable). Third-Party Liability and/or similar Environmental Impairment Liability with a minimum amount of One Million Dollars ($1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages. Authority shall be listed as an additional insured.

3. **Aeronautical Activities.** Operator may offer the following Aeronautical Activities and services:
   a. Aircraft Manufacturer Service Facility.
   b. Flight Training in Aircraft Manufacturer Made Aircraft.
   c. Aircraft lease and/or rental of Aircraft Manufacturer Made Aircraft.
   d. Sale and dispensation of aviation fuels and oils by arrangement with an FBO who is the responsible party for the fueling equipment and fueling personnel.
   e. Aircraft hangar storage of Aircraft Manufacturer Made Aircraft that it exclusively manages.
   f. Aircraft ramp service and tie-downs for Aircraft Manufacturer Made Aircraft.
   g. Aircraft catering arrangements.
   h. On Demand Aircraft Charter in Aircraft Manufacturer Made Aircraft that it owns or exclusively manages.
   i. Aircraft sales of Aircraft Manufacturer Made Aircraft.

4. **Land.** Operator shall lease from Authority or sublease from an FBO an area of not less than five acres of land to provide space for hangars and other buildings; paved auto parking; paved Aircraft Apron; paved pedestrian walkways; surface water management; and all storage, servicing utilities and support facilities.
5. **Hangars and Other Buildings.** Operator shall construct or lease from an FBO, hangar facilities located adjacent to the Aircraft Apron required herein providing at least ten thousand (10,000) square feet of inside aircraft maintenance and repair shop(s) and spare parts storage and at least ten thousand (10,000) square feet of aircraft storage space. Operator shall provide at least four thousand (4,000) square feet of space for offices and restrooms.

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

7. **Aircraft Apron.** Operator shall provide at least twenty thousand (20,000) square feet of Aircraft Parking Apron within its leasehold.

8. **Tie-Down Spaces.** Operator shall provide at least five (5) Aircraft tie-down spaces.

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

10. **Vehicle Parking.** Operator shall provide at least ten paved automobile parking spaces or the number of parking spaces required by applicable Federal, State, or local codes and regulations, whichever is greater, within its leasehold.

11. **Hours of Operation.** Operator shall have its premises open and available no less than eight hours per day, five days per week.

12. **Personnel.** Operator shall employ and have on duty during the required hours of operation, an adequate number of properly qualified and, where applicable, licensed personnel to provide the level of service commensurate with the Aeronautical Services offered by Operator, and as required by these Standards. Operator’s office shall be attended at all times while the facility is open for business. Cross-utilization of personnel between aeronautical services performed will be permitted to the extent that personnel qualifications and licensing requirements are met, and providing that a minimum personnel complement is maintained as follows:

   a. Training and documentation of training shall meet the requirements of 14 CFR 139.321.
   b. A minimum of one (1) FAA certified airframe and engine mechanic shall be on duty during the hours of operation.
   c. Operator, when requested by Authority, shall provide a listing of designated fuel service employees, their training documentation, and their work hours.
   d. A minimum of one (1) properly certified and qualified commercial pilot or flight instructor.

13. **Contracted Aeronautical Activities.** Other than aircraft fueling by an FBO, Operator may not execute an agreement with third party subtenants to provide any Aeronautical Activity on Operator’s premises.
14. **Hearing.** An application to conduct an Aircraft Manufacturer Service Facility **requires** a public hearing.

**DATED:** MARCH 26, 2018

SARASOTA MANATEE AIRPORT AUTHORITY

By: [Signature]

Robert Spencer, Chairman

**ATTEST:**

By: [Signature]

Doug Holder, Secretary
EXHIBIT 1

TERMINAL AIRCRAFT PARKING APRON

SCALE