

Minimum Standards and Requirements

for

Aeronautical Activities

at the

Gainesville Regional Airport

Approved by the

Gainesville-Alachua County Regional Airport Authority

November 17, 2011

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I. INTRODUCTION

A. Introduction

In order to encourage and ensure the provision of adequate services and facilities, the economic health of, and the orderly development of aviation and related Aeronautical Activities at the Gainesville Regional Airport, the Gainesville-Alachua County Regional Airport Authority as the operator of the Airport, has established these Minimum Standards and Requirements for Aeronautical Activities (“Minimum Standards”).

Accordingly, the following sections set forth the Minimum Standards prerequisite to a person or Entity engaging in one or more “Aeronautical Activities” at the Airport. These Minimum Standards are not intended to be all-inclusive. Any person or Entity engaging in Aeronautical Activities at the Airport will also be required to comply with all applicable Federal, State, and local laws, codes, ordinances, and other regulatory measures pertaining to such Activities.

In all cases where the words “standards” or “requirements” appear, it shall be understood that they are modified by the word “minimum” except where a “maximum” is clearly identified. Determinations of “minimum” shall be determined by the Gainesville-Alachua County Regional Airport Authority as the Airport lessor, licensor, or permitter. All Operators are encouraged to exceed the “minimum” in terms of quality of facilities and/or services. No Operator will be allowed to occupy an area or engage in Activities at the Airport under conditions less than the “minimum”.

B. Statement of Policy

It is the intent of the Gainesville-Alachua County Regional Airport Authority to plan, manage, operate, finance, and develop the Gainesville Regional Airport to ensure the long-term financial health of the Airport consistent with accepted airport practices and applicable Federal, State, and local policies, laws, codes, ordinances, and other regulatory measures.

To this end, all applicants desiring to perform Activities at the Airport shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and to compete (if required), to occupy available Airport land and/or facilities and to provide appropriate Activities subject to the Minimum Standards established by the Gainesville-Alachua County Regional Airport Authority.

However, in accordance with the City of Gainesville’s and Gainesville-Alachua County Regional Airport Authority’s assurances which were given to the Federal government as a condition to receiving Federal funds, the granting of rights and privileges to engage in Activities shall not be construed in any manner as affording Operator any exclusive right of use of the land and/or facilities at the Airport, other than those premises which may be leased/assigned exclusively to Operator, and then only to the extent provided in a written Agreement.

The Gainesville-Alachua County Regional Airport Authority reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable Federal, State, and local laws, codes, ordinances, and other regulatory measures pertaining to such use. The Gainesville-Alachua County Regional Airport Authority further reserves the right to designate specific Airport areas in accordance with the current adopted Airport Layout Plan (ALP), as may be amended from time to time. Such designation shall give consideration to the nature and extent of the operation and the land and/or facilities available for such purpose and shall be consistent with the orderly and safe operation of the Airport.

While the Director of Aviation has the authority to administer and manage all operations of the Airport and Airport land and facilities and to supervise all Airport Projects (including the authority to interpret, administer, and enforce Airport Agreements and Gainesville-Alachua County Regional Airport Authority’s policies and the authority to permit temporary, short-term occupancy/use of Airport land and/or facilities), the

ultimate authority to grant the occupancy and use of Airport land and/or facilities and to approve, amend, or

supplement all Agreements relating thereto is expressly reserved to the Gainesville-Alachua County Regional Airport Authority.

Aeronautical Activities may exist which are too varied to reasonably permit the establishment of specific Minimum Standards for each. When specific Aeronautical Activities are proposed which do not fall within the categories heretofore documented, appropriate minimum standards will be developed on a case-by-case basis, taking into consideration the desires of the applicant, the Airport, and the public interest in and/or demand for such Activities, and be incorporated into the Agreement covering the occupancy/use of Airport land and/or facilities.

These Minimum Standards may be supplemented, amended, or modified by the Gainesville-Alachua County Regional Airport Authority, from time to time, and in such manner and to such extent as is deemed appropriate by the Gainesville-Alachua County Regional Airport Authority. These Minimum Standards will expire December 31, 2022. These Minimum Standards may be reviewed and revised from time to time so as to comply with all state and federal laws and regulations and operating regulations of the airport.

C. Severability Clause

If one or more clauses, sections, or provisions of these Minimum Standards shall be held to be unlawful, invalid, or unenforceable by final judgment of any court of competent jurisdiction, the invalidity of such clauses, sections, or provisions shall not in any way affect any other clauses, sections, or provisions of these Minimum Standards.

D. Conflicts with Existing Agreement

These Minimum Standards are not retroactive. Upon expiration of the term of an existing Agreement with the Gainesville-Alachua County Regional Airport Authority or if Operator desires to increase or expand its Activities, Operator shall then comply with the provisions of these Minimum Standards.

E. Violations

The Gainesville-Alachua County Regional Airport Authority reserves the right to prohibit any Operator from using the Airport in connection with any of such Operator's Aeronautical Activities upon determination by the Gainesville-Alachua County Regional Airport Authority that such Operator has not complied with these Minimum Standards or has jeopardized the safety of Entities utilizing the Airport or Airport property or operations of the Airport.

F. Compliance with Federal Statutes

These Minimum Standards will not exercise or grant any right or privilege which operates to prevent any Entity operating Aircraft on the Airport from performing any services on its own Aircraft with its own employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform.

G. Definitions

As used herein, the following terms shall have the following meanings:

Aeronautical Activity (or “Aeronautical Activities,” “Activity,” or “Activities”), Any Activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations. The following Activities, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: charter operations, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operation (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, maintenance or alteration of Aircraft, sale of Aircraft parts, and any other Activities which, in the sole judgment of the Authority, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Activity. For all purposes of these Minimum Standards, all products and services described herein are deemed to be “Aeronautical Activities”.

Agreement, A contract between the Authority and an Entity granting a concession, transferring rights or interest in property, and/or otherwise authorizing or prohibiting the conduct of certain Activities which is in writing, executed by both parties, and enforceable by law.

Air Charter, An Entity that provides on-demand, non-scheduled passenger services and operates under appropriate FAR with Aircraft that have no more than 30 passenger seats.

Aircraft, Any contrivance, now known or hereafter invented, used, or designed for navigation of or flight in the air. Excluded from this definition are ultralights, gliders, balloons, and paragliders.

Aircraft Maintenance, The repair, maintenance, alteration, or inspection of Aircraft. Major repairs include major alterations to the airframe, powerplant, and propeller as defined in Part 43 of the FARs. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment or repair of Aircraft and their accessories.

Airport, Gainesville Regional Airport, Gainesville, Florida, and all of the property, buildings, facilities and improvements within the exterior boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant and sponsor assurances) or as it may hereinafter be extended, enlarged, or modified.

Air Operations Area (“AOA”), An area of the Airport used or intended to be used for landing, takeoff, or surface maneuvering of Aircraft.

Airport Layout Plan (“ALP”), A drawing depicting the physical layout of the Airport and identifying the location and configuration of runways, taxiways, buildings, roadways, utilities, nav aids, etc.

Applicant, An Entity desiring to use a portion of the Airport or to establish or use any facility at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Assignor, An Entity that has entered into an Agreement with the Authority and assigned its rights to another.

Authority, The Gainesville-Alachua County Regional Airport Authority is an independent special district, the purpose of which is managing and operating the Airport and Airport facilities.

Based Aircraft, Aircraft that rent tie-down space, a Port-A-Port pad, a T-Hangar, a sunshade, or bulk hangar space at Gainesville Regional Airport and operate from GNV the majority of the time.

Builder Center, A place where amateur-builders can obtain commercial instruction, help, and support during construction of their aircraft.

City, The City of Gainesville which is a municipal corporation chartered and organized under the laws of the State of Florida.

Commercial Aeronautical Activity, Any Aeronautical Activity where the purpose of such Activity is to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished. Such Activities are further defined throughout these Minimum Standards.

Commercial Aviation Operator, An Entity engaging in an Aeronautical Activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to, or is required for the safe conduct and utility of such Aircraft operations, the purpose of such Activity being to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished.

Director of Aviation, The designated individual or duly authorized representative appointed by the Gainesville-Alachua County Regional Airport Authority to administer and manage all operations of the Airport and Airport facilities and to supervise all Airport Projects.

Entity, A person; persons; individual; firm; partnership; limited liability company; unincorporated proprietorship, association, or group; or corporation other than the Authority.

Equipment, All personal property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right, A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An exclusive right may be conferred either by express Agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right. An exclusive right to conduct an Aeronautical Activity, which is prohibited by Federal regulation, is distinguished from an exclusive right to occupy real estate, which is permitted by Federal regulation under certain conditions.

FAA, The Federal Aviation Administration of the United States Government, or any federal agencies succeeding to its jurisdiction.

FAR, Federal Aviation Regulation.

Fixed Base Operator (“FBO”), An Entity which is authorized and required by Agreement with the Authority to provide to the public, at a minimum, the following Aeronautical Activities at the Airport:

- A. Sale of Aviation Fuels and Oils
- B. Ancillary Aircraft Ground Services and Support
- C. Tiedown, Hangar, and Parking
- D. Aircraft Preventive Maintenance

Improvements, All existing and future buildings, structures, and facilities including pavement, fencing, signs, and landscaping constructed, installed, or placed on, under, or above any leased/assigned area.

Lessee, An Entity that has entered into an Agreement with the Authority.

Master Plan, An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective. The Airport Layout Plan is part of the Master Plan.

Minimum Standards, Those qualifications, standards, and criteria set forth herein as the minimum requirements to be met as a condition for an Operator to engage in Activities at the Airport.

NFPA, National Fire Protection Association

Non-Commercial Operator, An Entity that either owns or leases and operates Aircraft solely for personal or recreational purposes. Except in the case of a business, the operation of Aircraft must be an ancillary Activity to support the business's purposes by providing transportation for the exclusive use of its employees or agents. In all cases, a Non-Commercial Operator neither offers nor engages in Commercial Aeronautical Activities.

Operator, As used in these Minimum Standards, the term “Operator” refers to both Commercial Operators (including FBO Operator) and Non-Commercial Operators.

Ramp/Apron, A paved area suitable for Aircraft staging and parking.

Retail Fuel Sales, Fuel that is sold to transient or based aircraft for a profit.

Self-Fueling, Individuals, and private fueling. Not allowed to sell retail.

Self-Service Fueling, Fuel delivered from a fixed pump and operated by the consumer of the product.

Specialized Aviation Service Operator (“SASO”), A Commercial Operator that provides Aeronautical Activities not listed under the definition of a Fixed Base Operator. These may include any one or a combination of the following:

- A. Airframe and Powerplant Maintenance and Alteration
- B. Flying Club
- C. Builder Center
- D. Aircraft Rental
- E. Flight Training
- F. Aircraft Charter/Air Taxi and/or Air Ambulance
- G. Avionics, Instrument, or Propeller Maintenance and Alteration
- H. Aircraft Sales
- I. Specialized Commercial Aeronautics
- J. Hangar Operator
- K. Self Fueling

Sublease, An Agreement entered into by a Lessee/Assignee with another Entity which transfers rights or interests in the Lessee's/Assignee's premise and/or improvements and is enforceable by law.

Subtenant, An Entity which has entered into a sublease with an FBO or another Lessee/Assignee who is authorized to engage in Commercial Aeronautical Activities at the Airport.

Taxilane, The portion of the Aircraft parking area used for access between taxiways and aircraft parking positions.

Taxiway, A defined path established for the taxiing of Aircraft from one part of an airport to another.

Temporary (or Mobile) Structure, A structure that has no permanent foundation and/or is capable of moving or being moved from place to place. This would include modular buildings constructed offsite.

Tiedown, A paved or unpaved area suitable for parking and mooring of Aircraft wherein suitable Tiedown points are located.

Through-the-Fence, The right to have direct access to the Airport from private property contiguous to the Airport.

II. GENERAL REQUIREMENTS

A. General Requirements

The following General Requirements shall apply to all Aeronautical Activities at the Airport. An Operator engaging in an Aeronautical Activity at the Airport must comply with the General Requirements of this section plus the Minimum Standards for each specific Aeronautical Activity.

Operating Standard:	Acceptable Minimum:
1. Experience/Capability	<ul style="list-style-type: none">a. Operator must have a history of and/or demonstrate the capability of providing comparable products and services and/or engaging in comparable Activities in a good and workman-like manner.b. Operator must demonstrate the financial responsibility and capability to provide the facilities and engage in the authorized Activities, and the ability to secure a surety bond.
2. Agreement/Approval	<ul style="list-style-type: none">a. No Entity shall engage in an Aeronautical Activity unless a valid Agreement authorizing such Activity has been entered into or the Entity has received approval from the Authority to sublease land and/or improvements (to engage in Activity) from an authorized Lessee/Assignor.b. The Agreement will have an initial term commensurate with capital investment. In addition, Authority may provide for optional extensions of Agreement, with agreed upon terms and conditions, consistent with FAA requirements to meet fair market value criteria.c. The Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport including, but <u>not</u> limited to: term of the Agreement; rentals, fees, and charges; and the rights and obligations of the respective parties. The Agreement shall <u>not</u> reduce or limit the Entity's obligations with respect to these Minimum Standards which shall be included, by reference, in the Agreement.
3. Approved Activities	Activities <u>not</u> explicitly discussed and/or identified in these Minimum Standards are prohibited at the Airport unless written authorization is provided by the Authority and/or the Director of Aviation. Activities which are prohibited include, but are <u>not</u> limited to, sky diving and the operation of ultra lights and non-powered gliders.
4. Fees and Charges	<ul style="list-style-type: none">a. Operator shall pay the fees and charges specified by the Authority for the applicable Activities, and as described in a schedule of Rates and Charges as may be amended by the Authority from time to time.

General Requirements (Continued)

Operating Standard:	Acceptable Minimum:
4. Fees and Charges (Continued)	b. Information relative to fees and charges applicable to the Activity described herein will be made available to prospective Operator's by the Director of Aviation upon request.
5. Leased/Assigned Premises	<p>a. Operator shall lease (or be assigned) and/or sublease (or construct) sufficient land, consistent with the services and activities being proposed, improvements, and accommodations for the proposed Activity as stipulated in these Minimum Standards. When more than one Activity is proposed or when Operator will be conducting Activities from an FBO or other authorized leasehold/assigned area, as an approved Subtenant, the minimum limits will vary (depending upon the nature of each Activity) and may <u>not</u> necessarily be cumulative. All such Subleases must be approved by the Authority.</p> <p>b. Operator must provide a full description and conceptual drawing of the location of the land, improvements, and accommodations to be utilized for Operator's proposed Activity and a development schedule, consistent with the most recent Airport Master Plan.</p> <p>c. The facilities and floor space allotments shall be finished space which must be properly heated, ventilated, cooled, and lighted.</p> <p>d. Public accommodations must be addressed in the lease document and shall include restrooms, on-site customer vehicle parking, and handicap access in accordance with applicable Federal, State, and local laws, codes, ordinances, and other regulatory measures.</p> <p>e. Through-the-Fence rights and/or Activities are <u>not</u> permitted.</p>
6. Site Development	<p>a. Detailed development plans will be submitted to the Authority, through the Director of Aviation, prior to the execution of an Agreement. The Authority reserves the right for final approval on location decisions.</p> <p>b. Prior to construction of any new building, hangar, or other facility on the leased/assigned premises or modifications of an existing structure, all construction plans must be submitted to and approved by the Authority. However, no approval by the Authority of any plans or specifications submitted shall be deemed or implied to constitute approval with respect to whether or not said plans or specifications comply with design and construction standards established by the FAA, the Florida Department of Transportation, the City, the Authority, and/or any other duly authorized agency having jurisdiction. The Authority, by approving any such plans or specifications, assumes no liability or responsibility whatsoever for any defect in any structure or improvement constructed or modified according to such plans or specifications.</p>

General Requirements (Continued)

Operating Standard:	Acceptable Minimum:
6. Site Development (Continued)	<p>c. All plans, specifications, construction, and alterations must be in accordance with design, construction, and regulatory standards established by the FAA, the Florida Department of Transportation, the City, the Authority, and/or any other duly authorized agency having jurisdiction. Operator will be responsible for obtaining and complying with any and all building permits which may be required by the Authority or any other agency that may have jurisdiction.</p> <p>d. Operator is responsible for preparing the necessary FAA Form 7460-1, Notice of Proposed Construction. After review and approval by the Authority, the Notice will be signed by and submitted to the FAA by the Authority. Review and submittal will be completed within 30 days of receipt by the Authority. No construction may commence at the Airport until the Notice is approved and returned to the Authority by the FAA. Any changes or restrictions the FAA may require to the Notice must be complied with by Operator.</p> <p>e. The site development shall incorporate a paved walkway to accommodate pedestrian access to Operator's office and, when appropriate, access to paved Aircraft Ramp/Apron, Tiedowns, and hangar facilities sufficient to accommodate the Activities being performed and the type of Aircraft utilizing services. Planned development shall also address paved roadways and vehicle parking facilities to ensure direct vehicle access to the facilities without entering the AOA.</p> <p>f. The Authority is under no obligation to construct and provide Ramps/Aprons, Taxiways, and/or Taxilanes for commercial and/or non-commercial use facilities. In the event the facility location requires the construction of either Ramps/Aprons, Taxiways, and/or Taxilanes, and development includes the construction of such infrastructure, these pavements shall meet all FAA standards for the largest Aircraft type anticipated to use the facility consistent with the Airport Layout Plan (ALP).</p> <p>g. Vehicle parking facilities must be paved, located on leased/assigned premises, and in compliance with City and/or Authority parking standards. In addition, adequate security fences and gates meeting FAA standards will be controlled by Operator to control access to the AOA.</p> <p>h. Any leased/assigned premise <u>not</u> developed consistent with the fully executed Agreement will be surrendered upon demand. Delay on the part of the Authority providing the necessary approvals and/or submission of documents may extend the development time accordingly. Any changes to this provision must be agreed to by all parties in written form.</p>

General Requirements (Continued)

Operating Standard:	Acceptable Minimum:
6. Site Development (Continued)	<p>i. Operator will not place or cause to be placed any temporary or mobile structures on the leased/ assigned premises except those that are directly related to approved constructions or alterations. No Aeronautical Activities may be performed from temporary or mobile construction structures so placed. The Authority will consider an Operator's request to place a temporary, "modular" type structure, for use in the operation of an approved Activity, when the placement and use of said structure is concurrent with the construction of a permanent facility. Plans for the temporary structure must be approved in writing by the Authority and the Operator shall obtain all required permits prior to placement and use. The temporary structure and all appurtenances thereto shall be promptly removed upon completion of the permanent facility. The siting of all temporary structures must be approved in writing by the Director of Aviation.</p>
7. Facility Maintenance	<p>a. Operators must maintain the leased/assigned premises in a neat and orderly condition consistent with the applicable executed agreements.</p> <p>b. Operators will provide all necessary janitorial and custodial services, trash removal services, and any and all other related services necessary to maintain the facilities in good condition, normal wear and tear excepted, and will replace in like kind anything damaged by their employees, patrons, or operations.</p> <p>c. Operator will remove debris and foreign objects from public Ramp/Apron areas promptly and as determined by the Authority. Operator will coordinate with the Director of Aviation for the scheduling of the Authority's vacuum/sweeping of public Ramp/Apron areas.</p> <p>d. Maintenance, which is the responsibility of the Operator, will be at the sole expense of Operator and will be subject to general monitoring by the Director of Aviation and/or a representative(s) designated by the Authority to ensure a continuing high quality of appearance and structural condition.</p>
8. Products and Services	<p>Products and services shall be provided on a fair, equal, and non-discriminatory basis to all users of the Airport and at fair, reasonable, and non-discriminatory prices, provided that, if lawful, reasonable, and non-discriminatory discounts and other similar types of price reductions may be extended to like purchasers and users.</p>

General Requirements (Continued)

Operating Standard:	Acceptable Minimum:
9. Licenses, Permits, and Certifications	<p>a. Operator shall obtain and comply with, at its sole expense, all necessary licenses and permits required for the conduct of Operator's Activities at the Airport as required by the Authority or any other duly authorized agency having jurisdiction.</p> <p>b. Operator shall <u>not</u> engage in any Activities at the Airport prior to obtaining any certification required by the FAA.</p>
10. Personnel	<p>a. Operator shall have in its employ, on-duty and on-premise during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth herein and to meet the reasonable demands of the aviation public.</p> <p>b. All personnel are required to hold appropriate current FAA certificates, licenses and ratings, as applicable for the duties they perform and the aircraft they service or operate.</p>
11. Payment of Rents and Fees	<p>a. No Entity shall be permitted to engage in Activities unless said Entity is current (<u>not</u> in default past anytime to cure) in the payment of all rents, fees, or other sums accruing to the Authority under any and all Agreements with the Authority.</p> <p>b. Operator's failure to remain current in the payment of all rents, fees, or other sums accruing to the Authority under any and all Agreements with the Authority will be grounds for revocation of the Agreement authorizing the conduct of Activities at the Airport.</p>
12. Laws, Rules, and Regulations	<p>Operator shall engage in Activities only in accordance with these Minimum Standards; all applicable Federal, State, and local laws, codes, ordinances, and other regulatory measures; and all other agencies having jurisdiction including without limitation the regulations of the FAA and the U.S. Department of Transportation and the applicable ordinances, rules, and regulations of the Authority, including without limitation these Minimum Standards; all as may be in effect from time to time.</p>
13. Insurance	<p>a. Operator shall keep and maintain all insurance required by law including insurance as required by the workers compensation laws of the State of Florida.</p>

General Requirements (Continued)

Operating Standard:	Acceptable Minimum:
13. Insurance (Continued)	<p>b. Operator shall procure, maintain, and pay premiums during the term of the Agreement for insurance of the types and the minimum limits set forth by the Authority for each Activity. The insurance company underwriting the required policy(s) shall be licensed or admitted to write such insurance in the State of Florida, have a Best's rating of at least "A-VI" or better, or otherwise be approved in writing by the Authority.</p> <p>c. When more than one Aeronautical Activity is proposed, the minimum limits will vary (depending upon the nature of each Activity) but will not necessarily be cumulative in all instances. It will be necessary for Operator to carry insurance policies providing the aggregate or combined total of the minimum requirements of each Activity as set forth in the Schedule of Insurance, which may be revised from time to time.</p> <p>d. All insurance which Operator is required by the Authority to carry and keep in force shall name the City of Gainesville, and the Gainesville-Alachua County Regional Airport Authority, (individually and collectively), and its representatives, officials, officers, employees, agents, and volunteers as additional insureds. Prior to engaging in an Aeronautical Activity at the Airport, the Operator shall produce the original insurance contract endorsement provided above.</p> <p>e. Liability policies shall contain, or be endorsed to contain, the following provisions:</p> <p>“The City of Gainesville, the Gainesville Regional Airport, its Authority (individually and collectively), representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to: liability arising out of Activities performed by or on behalf of Operator; products and operations of Operator; premises owned, occupied, or used by Operator; or vehicles owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by the City, the Airport, its Authority (individually and collectively), representatives, officers, officials, employees, agents, or volunteers shall be excess of Operator's and shall not contribute with it.”</p> <p>“Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 60 days prior written notice by certified mail, return receipt requested, has been given to the Authority.”</p>

General Requirements (Continued)

Operating Standard:	Acceptable Minimum:
13. Insurance (Continued)	<p>f. Prior to engaging in Activities, Operator shall furnish to the Authority proper certificates that such insurance is in force and effect and will furnish additional certificates upon any changes in insurance. In the event of cancellation or any modification of coverages, 60 days prior written notification shall be conveyed to the Authority by the underwriter.</p> <p>g. While it is in the best interest of Operator to secure higher policy limits, it is important to emphasize that the limits stipulated for each Activity represent the minimum coverages and policy limits which must be maintained to operate at the Airport.</p> <p>h. Operator shall, at its sole cost and expense, cause all improvements on the leased/assigned premises to be kept insured to the full insurable value thereof against the perils of fire, wind, hail, flood (for any structure located in an 'A' or 'B' flood zone), extended coverage, vandalism and in amounts <u>not</u> less than the replacement cost of all improvements on the leased/assigned premises. The proceeds of any such insurance paid on account of any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved by the Authority, in writing.</p> <p>i. Disclosure Requirement: Operators conducting aircraft rental, sales, or flight training shall post a notice and incorporate within their rental and instruction Agreements the coverages and limits provided to the renter/student by Operator, as well as a statement advising that additional coverage is available to such renter/student through the purchase of an individual non-ownership liability policy.</p>
14. Indemnification and Hold Harmless	<p>Operator shall defend, indemnify, protect, and completely hold harmless the City, the Airport, its Authority (individually and collectively), representatives, officials, officers, employees, and agents from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitrations, or costs at any time received, incurred, or accrued by the City, the Authority (individually and collectively), representatives, officials, officers, employees, and agents as a result of, or arising out of Operator's actions or inactions. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall <u>not</u> be relieved of the obligation to indemnify; however, in such case liability shall be shared in accordance with Florida principles of comparative fault.</p>

General Requirements (Continued)

Operating Standard:	Acceptable Minimum:
15. Assignment, Subletting, and Encumbrances	<p>a. All assignments, subletting, and encumbrances of Agreements between an authorized Lessee/Assignor and another Entity (<u>not</u> specifically prohibited herein) must receive prior written approval of the Authority.</p> <p>b. A request for such written permission, prepared in as much detail as required by the Authority, will be submitted to the Authority for its review and approval which will be completed in a timely fashion. This does <u>not</u> apply to Activities provided for under the terms of an existing Agreement, including rental of Tiedowns and hangar space for storage of Aircraft. Responses to requests will be made within 45 days of receipt by the Authority.</p>
16. Taxes	<p>Operator shall, at its sole cost and expense, pay and discharge any and all assessments, rates, charges, license fees, municipal liens, levies, excises, imposts, Ad Valorem, or other taxes assessed or pertaining to the Operator, Operator's leased/assigned premises, or use or operation thereof that may be levied, assessed, or charged by any Agency.</p>
17. Signage	<p>Operator shall <u>not</u> erect, maintain, or display any sign on the leased/assigned premises or elsewhere on the Airport without the prior written consent of the Authority. At a minimum, all signage must meet requirements and standards set forth by the Authority and any agency having jurisdiction.</p>
18. Environmental Compliance	<p>a. All Operators, specifically including without limitation, all Operators who dispense fuel, store fuel, and perform Aircraft Maintenance, shall strictly comply with all Federal, State, and local laws, codes, ordinances, and other regulatory measures concerning the handling, use, and storage of fuels, oils, solvents, chemicals, and/or other hazardous materials.</p> <p>b. Operators will <u>not</u> engage in, or permit on the leased/assigned premises, the stripping and/or painting of Aircraft, vehicles and/or Equipment, except following review by and after receiving written permission from the Authority. This does <u>not</u> include the use of approved paint booths for the painting of minor Aircraft parts and assemblies required as part of a maintenance or alteration procedure.</p>

General Requirements (Continued)

Operating Standard:	Acceptable Minimum:
18. Environmental Compliance (Continued)	c. Each Operator handling, using, or storing fuels, oils, solvents, chemicals and/or hazardous materials at the Airport shall provide a written report to the Director of Aviation, updated annually, identifying all fuels, oils, solvents, chemicals, and/or hazardous materials used or stored at the Airport and describing the measures taken by Operator to comply with all applicable Federal, State, and local laws, codes, ordinances, and other regulatory measures. All Operators shall be subject to inspection by or on behalf of the Authority for compliance with this standard at any time during business hours.
19. Safety of Property, Others	All Aeronautical Activities at the Airport shall at all times be conducted with due consideration of the property of the Authority and others located at or about the Airport and the safety of all Airport users.
20. Suspension, Revocation of Privileges	The Authority reserves the right to suspend or revoke Airport privileges, on a temporary or permanent basis, of any Operator failing to abide by these Minimum Standards or any applicable Federal, State, and local laws, codes, ordinances, and other regulatory measures governing the Airport and/or any applicable Aeronautical Activity.
21. Security	Each Operator shall observe all security requirements of FAR Part 107 and the Authority's Airport Security Program, as applicable, and any special security program promulgated by the Authority for the Airport and in effect from time to time, and shall take such steps as may be necessary or directed by the Authority to ensure that officers, employees, representatives, invitees, and guests of Operator observe such requirements.
22. Fines	Operator shall have the responsibility to pay any fine(s) levied against Operator, City, Authority, and/or Director of Aviation as a result of Operator's failure to comply with any applicable Federal, State, and local laws, codes, ordinances, and other regulatory measures.
23. Multiple Activities	When more than one Activity is conducted by a single Operator, the minimum requirements (which would include, but not necessarily be limited to: personnel, insurance, and equipment) will vary (depending upon the nature of each Activity, in combination) but will <u>not</u> necessarily be cumulative.

General Requirements (Continued)

Operating Standard:	Acceptable Minimum:
24. City of Gainesville, Gainesville-Alachua County Regional Airport Authority, and Director of Aviation	<p>a. The Airport is owned by the City of Gainesville. The Airport is governed by and through the Gainesville-Alachua County Regional Airport Authority. Only the Authority can amend or modify these Minimum Standards.</p> <p>b. The Authority has authorized and directed the Director of Aviation to obtain and receive copies of all licenses, permits, certifications, certificates of insurance, and other documents required to be provided to or filed with the Authority under these Minimum Standards. In addition, all official inquiries to the Authority regarding these Minimum Standards and/or compliance therewith should be directed to the Director of Aviation. The Director of Aviation shall be responsible for enforcement of these Minimum Standards and no approval or consent required to be given hereunder shall be valid unless given in writing by the Authority.</p>
25. Notices, Requests for Approval, Applications, and Other Filings	<p>Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Authority and any notice or communication required or permitted to be given or filed with any Operator or prospective Operator pursuant to these Minimum Standards shall be in writing, signed by the party giving such notice, and may be personally served, sent by overnight courier or by United States certified mail, and shall be deemed to have been given when delivered in person, or one day after delivery to the office of such overnight courier service, or three days after depositing the same in the United States Mail, postage and registration fees prepaid, properly addressed to Operator or prospective Operator at its principal place of business (or such other address as it may have provided to the Authority or, as the case may be, to the Authority at the following address:</p> <p style="text-align: center;">Gainesville Regional Airport Director of Aviation 3880 N.E. 39th Avenue, Suite A Gainesville, Florida 32609 Telephone: (352) 373-0249, Facsimile: (352) 374-8368</p>

III. FIXED BASE OPERATIONS

A. Fixed Base Operator

Definition: A Fixed Base Operator (FBO) is an Entity engaged in the business of providing multiple services to Aircraft. Such services shall include, at a minimum, the sale of aviation fuels and oils; Ancillary Ground Services and Support; and Tiedown, hangar, and parking. FBO shall also ensure that Aircraft Maintenance exists at Gainesville Regional Airport, and perform at least one Specialized Aviation Service.

In addition to the General Requirements set forth in Section II hereof, each Fixed Base Operator at the Airport shall comply with the following Minimum Standards.

Operating Standard:	Acceptable Minimum:
1. Scope of Activity	<p>a. FBO shall conduct its business and Activities on and from the leased/assigned premises in a quality manner, which shall be consistent with the degree of care and skill exercised by experienced FBOs providing comparable products, services, and Activities from similar facilities in like markets.</p> <p>b. All services and products that the FBO are required to provide must be provided by the FBO through the FBO's employees.</p> <p>c. FBO products and services shall include, at a minimum, the following:</p> <p>i. Sale of Aviation Fuels and Oils (Jet, Avgas, and Aircraft Engine Oils):</p> <ul style="list-style-type: none">• The FBO shall be capable of providing a response time <u>not</u> to exceed 15 minutes (except during periods of abnormally high activity).• The FBO shall be capable of delivering and dispensing aviation fuels and oils into all types of Aircraft normally frequenting the Airport. <p>ii. Ancillary Ground Services and Support</p> <ul style="list-style-type: none">• Oxygen, Nitrogen, and Compressed Air Services• Aircraft Marshalling and Towing• Ground Power Services• Baggage Handling• Ground Transportation Arrangements• Aircraft Catering• Courtesy Car(s) <p>iii. Tiedown, Hangar, and Parking</p>

Fixed Base Operator (Continued)

Operating Standard:	Acceptable Minimum:
1. Scope of Activity (Continued)	<p data-bbox="678 239 967 268">iv. Aircraft Maintenance</p> <ul data-bbox="727 302 1419 684" style="list-style-type: none"> <li data-bbox="727 302 1419 525">• The FBO shall either perform Aircraft Maintenance for general aviation Aircraft up to 12,500 pounds gross weight, or sublease facilities to an Aircraft Maintenance provider, or ensure through an agreement with an Aircraft Maintenance provider at Gainesville Regional Airport that Aircraft Maintenance is available to FBO customers. <li data-bbox="727 558 1419 684">• The FBO must remain in compliance with the Minimum Standards for the provision of Aircraft Maintenance should it provide Aircraft Maintenance with its own personnel. <p data-bbox="678 730 1419 793">v. At least one Specialized Aviation Service as defined in these Minimum Standards</p>
2. Leased/Assigned Premises	<p data-bbox="634 821 1419 915">a. A minimum of 5 acres of land in a contiguous parcel upon which all required improvements for facility, vehicle parking, roadway access, and landscaping will be located.</p> <p data-bbox="634 947 1419 1041">b. Adjacent paved Ramp/Apron adequate to accommodate all Activities of the FBO and all approved subtenants of FBO plus paved access to taxiways.</p> <p data-bbox="634 1073 1419 1167">c. At least 11,000 square feet of common hangar space. No less than 5,000 square feet must be “dedicated” to the storage of tenant Aircraft.</p> <p data-bbox="634 1199 1419 1325">d. At least 3,000 square feet finished space in a permanent structure, including adequate space for crew and passenger lounge, conference room, flight planning room, administration, operations, public telephones, and restrooms.</p> <p data-bbox="634 1356 1419 1419">e. Sufficient paved vehicle parking space to accommodate FBO and tenant customers, passengers, and employees on a daily basis.</p>
3. Fuel Storage	<p data-bbox="678 1509 1419 1604">Operator shall store, at Gainesville Regional Airport, each type/grade of aviation fuel offered, in the Authority owned and operated fuel farm.</p>

Fixed Base Operator (Continued)

Operating Standard:	Acceptable Minimum:
4. Fueling Equipment	<ul style="list-style-type: none">a. At least two Avgas delivery sources with a minimum capacity of 750 gallons each (either Mobile Dispensing Truck or Self-Service Unit). At least one Avgas delivery source must be mobile.b. At least two Jet fuel mobile dispensing trucks with a minimum capacity of 1,600 gallons each.c. If FBO engages in into-plane fueling services for scheduled and/or non-scheduled air carrier aircraft, FBO must have adequate fuel storage capacity available for said Activity and the fueling Equipment required to meet demands of the Aircraft typically utilizing the Airport.d. Mobile units must be equipped with metering devices which shall meet all applicable legal requirements. The mobile unit dispensing Jet fuel must have over-the-wing and single point Aircraft servicing capability. Mobile dispensing single product trucks must be bottom loaded.e. Each fuel service vehicle shall be so equipped and maintained as to comply at all times with all applicable safety and fire prevention requirements or standards, including without limitation, those prescribed by:<ul style="list-style-type: none">i. These Minimum Standards and any other rules and regulations of the Authority and the Airportii. State of Florida Fire Code and Fire Marshall's Codesiii. National Fire Protection Association (NFPA) Codesiv. 14 CFR Part 139, Airport Certification, Section 139.321, Handling/Storing of Hazardous Substances and Materialsv. Applicable FAA Advisory Circulars (AC), including AC-00-34, "Aircraft Ground Handling and Servicing", and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".
5. Equipment	<ul style="list-style-type: none">a. Adequate Tiedown Equipment including ropes, chains, and other types of restraining devices and wheel chocks which are required to safely secure Tiedown Aircraft as set forward in FAA AC 20-35C.

Fixed Base Operator (Continued)

Operating Standard:	Acceptable Minimum:
5. Equipment (Continued)	<ul style="list-style-type: none"> b. Adequate Equipment for cleaning of Aircraft windows. c. Adequate Equipment for recharging or energizing discharged Aircraft batteries. d. Courtesy vehicle - at least one vehicle to provide such services as lead in/lead out and transportation of passengers, crews, and baggage. e. Two Aircraft tug(s) with rated draw bar capacity of <u>not</u> less than 4,000 pounds and standard universal tow bar of sufficient capacity to meet the towing requirements of the general aviation Aircraft normally frequenting the Airport. f. Fire apparatus - an adequate number of approved and currently inspected dry chemical fire extinguisher units shall be maintained within all hangars, on Ramp/Apron areas, and on all fueling units. g. Compressed Air Unit - at least two compressed air unit(s) for inflating tires shall be readily available at all times.
6. Personnel	<ul style="list-style-type: none"> a. Personnel shall at all times be properly uniformed which, at a minimum, must identify the FBO's company name and employee's name. Personnel uniforms shall at all times be professional and properly maintained. b. Personnel engaged in dispensing Aircraft fuels, accepting fuel shipments, and Aircraft ground handling operations shall be properly trained in all associated safety procedures, shall conform to the best practices of such operations, as outlined in FAA Advisory Circulars and industry training curriculum, and shall possess a Gainesville Regional Airport identification badge with clearance to access areas necessary to perform those function. c. In accordance with all applicable laws, rules, regulations, and appropriate industry practices, the FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling operations and shall insure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing." The FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. The FBO's SOP shall also address: (1) bonding and fire protection, (2) public protection, (3) control of access to fuel storage areas, and (4) marking and labeling of fuel storage tanks and tank trucks. The FBO's complete SOP must be submitted to the Director of Aviation no later than 30 days before the FBO commences Activities at the Airport. Inspections will be conducted by the Director of Aviation on a periodic basis to ensure compliance.

Fixed Base Operator (Continued)

Operating Standard:	Acceptable Minimum:
7. Hours of Operation	<p>a. FBO shall be open no less than 24 hours per day, 7 days per week, 52 weeks per year.</p> <p>b. Fueling, customer service staff, and ancillary ground services shall be offered and available to the public when the FBO is open.</p>
8. Aircraft Recovery Services	<p>Recognizing that Aircraft recovery is the responsibility of the Aircraft owner/operator, the FBO shall be prepared to lend assistance in order to maintain the operational readiness of the Airport's runway system. The FBO shall prepare a recovery plan and have the equipment readily available which is necessary to recover the general aviation Aircraft frequenting the Airport.</p>
9. Insurance	<p>FBO shall maintain, at its own expense and at a minimum, the following coverages and limits of insurance, in addition to the Insurance Requirements outlined in General Requirements set forth in Section II hereof, as described in Schedule of Minimum Insurance Requirements as may be amended from time to time.</p> <p>a. Commercial General Liability: to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.</p> <p>b. Vehicular Liability: to include bodily injury and property damage for all licensed vehicles (owned, non-owned, or hired).</p> <p>c. Hangarkeepers Liability: to include property damage for all non-owned aircraft under the care, custody, and control of the Operator.</p> <p>d. Environmental Liability: to cover GACRAA, GACRAA lenders and any contractors and subcontractors providing coverage for damages for bodily injury or property damage (including clean-up costs) that results from contractor operations, to include but not limited to both fixed and mobile storage units, performed and is caused by a pollution incident, which begins on or after the retroactive date and before the ending date of the Agreement. Coverage on a full occurrence form is to include third party bodily injury and property damage, contractual liability, cleanup and defense costs, contingent liability and a five (5) year extended reporting period. Limits of Liability are outlined in Appendix C.</p>

IV. FIXED FUEL DISPENSER OPERATIONS

A. Fixed Fuel Dispenser Operator

Definition: A Fixed Fuel Dispenser Operator (FFDO) is an Entity engaged in the business of providing multiple services to Aircraft. Such services shall include, at a minimum, two Specialized Aviation Services as defined in these Minimum Standards. FFDO shall also ensure the consistent provision of one or more grades of aviation gasoline (AvGas) for reciprocating aircraft engines, only on a self-fueling basis, at Gainesville Regional Airport. FFDO are specifically precluded from providing any airline services, from distributing any type of fuel with the use of a mobile refueler, or selling turbine aircraft engine fuel.

In addition to the General Requirements set forth in Section II hereof, each FFDO shall comply with the following Minimum Standards.

Operating Standard:	Acceptable Minimum:
1. Scope of Activity	<ul style="list-style-type: none">a. FFDO shall conduct its business and Activities on and from the leased/assigned premises in a quality manner, which shall be consistent with the degree of care and skill exercised by experienced FFDOs providing comparable products, services, and Activities from similar facilities in like markets.b. All services and products that the FFDO are required to provide must be provided by the FFDO through the FFDO's employees.c. FFDO products and services shall include, at a minimum, the following:<ul style="list-style-type: none">i. Sale of Aviation Gasoline (utilized by aircraft with reciprocating engines) through self-service equipment available for credit card purchases, 24-hours per day, 7-days per week.ii. At least two Specialized Aviation Services as defined in these Minimum Standards.
2. Leased/Assigned Premises	<ul style="list-style-type: none">a. A minimum of 3 acres of land in a contiguous parcel upon which all required improvements for facility, vehicle parking, roadway access, and landscaping will be located.b. Adjacent paved Ramp/Apron adequate to accommodate all Activities of the FFDO plus paved access to taxiways.c. Finished space in a permanent structure, adequate to accommodate administration, operations, restrooms and all needs of the Specialized Aviation Services being provided.d. Sufficient paved vehicle parking space to accommodate FFDO customers, passengers, and employees on a daily basis, for both the Specialized Aviation Services provided and the self-service fueling operation.

Fixed Fuel Dispenser Operator (Continued)

Operating Standard:	Acceptable Minimum:
3. Fuel Storage	Operator shall store, at Gainesville Regional Airport, each grade of aviation fuel for piston-engine aircraft offered by the FFDO.
4. Fueling Equipment	<ul style="list-style-type: none">a. At least one fixed Avgas delivery source with a minimum capacity of 2000 gallons in a permanently installed self-service unit configuration.b. Self-service dispensing units must be equipped with metering devices, which shall meet all applicable legal requirements.c. Each dispensing unit shall be so equipped and maintained as to comply at all times with all applicable safety and fire prevention requirements or standards, including without limitation, those prescribed by:<ul style="list-style-type: none">i. These Minimum Standards and any other rules and regulations of the Authority and the Airportii. State of Florida Fire Code and Fire Marshall's Codesiii. National Fire Protection Association (NFPA) Codesiv. 14 CFR Part 139, Airport Certification, Section 139.321, Handling/Storing of Hazardous Substances and Materialsv. Applicable FAA Advisory Circulars (AC), including AC-00-34, "Aircraft Ground Handling and Servicing".
5. Equipment	<ul style="list-style-type: none">a. Adequate restraining devices and wheel chocks available to aircraft while refueling.b. Fire apparatus - an adequate number of approved and currently inspected dry chemical fire extinguisher units shall be maintained at all fueling units.

Fixed Fuel Dispenser Operator (Continued)

Operating Standard:	Acceptable Minimum:
6. Personnel	<p>a. Personnel shall at all times be properly uniformed which, at a minimum, must identify the FFDO's company name and employee's name. Personnel uniforms shall at all time be professional and properly maintained.</p> <p>b. Personnel engaged in accepting fuel shipments shall be properly trained in all associated safety procedures, shall conform to the best practices of such operations, as outlined in FAA Advisory Circulars and industry training curriculum, and shall possess a Gainesville Regional Airport identification badge with clearance to access areas necessary to perform those function.</p> <p>c. In accordance with all applicable laws, rules, regulations, and appropriate industry practices, the FFDO shall develop and maintain Standard Operating Procedures (SOP) and shall insure compliance with standards set forth by the FAA. The FFDO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. The FFDO's SOP shall also address: (1) bonding and fire protection, (2) public protection, (3) control of access to fuel storage areas, and (4) marking and labeling of fuel storage tanks. The FFDO's complete SOP must be submitted to the Director of Aviation no later than 30 days before the FFDO commences Activities at the Airport.</p>
7. Hours of Operation	Self-Service dispensing of aviation gasoline shall be available 24 hours per day, 7 days per week, 52 weeks per year for credit card customers.

Fixed Fuel Dispenser Operator (Continued)

Operating Standard:	Acceptable Minimum:
8. Insurance	<p>FFDO shall maintain, at its own expense and at a minimum, the following coverages and limits of insurance, in addition to the Insurance Requirements outlined in General Requirements set forth in Section II hereof, as described in Schedule of Minimum Insurance Requirements as may be amended from time to time.</p> <ul style="list-style-type: none">a. Commercial General Liability: to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.b. Environmental Liability: to cover GACRAA, GACRAA lenders and any contractors and subcontractors providing coverage for damages for bodily injury or property damage (including clean-up costs) that results from contractor operations performed and is caused by a pollution incident, which begins on or after the retroactive date and before the ending date of the Agreement. Coverage on a full occurrence form is to include third party bodily injury and property damage, contractual liability, cleanup and defense costs, contingent liability and a five (5) year extended reporting period. Limits of Liability are outlined in Appendix C.

V. SPECIALIZED AVIATION SERVICE OPERATORS

Operators in this section shall not be permitted to dispense, sell, or otherwise distribute fuels or propellants, to the public. Operators shall not engage in into-plane fueling services for scheduled and/or non-scheduled air carrier aircraft. Operators may self-fuel or participate in a self-fuel association. Operators wishing to self-fuel must receive prior written consent of the Authority prior to initiation of such practice, and must adhere to all applicable Federal, State, and local laws, codes, ordinances, and other regulatory measures. Operators in this section shall conduct Activities on and from the leased/assigned premises in a quality manner, which shall be consistent with the degree of care and skill exercised by experienced Operators providing comparable products, services, and Activities from similar facilities in like markets.

A. Aircraft Airframe and Power Plant Maintenance and Alteration Operator

Definition: An Aircraft Airframe and Powerplant Maintenance and Alteration Operator is an Entity engaged in the business of providing airframe and powerplant maintenance and alteration services, which includes the sale of Aircraft parts and accessories.

In addition to the General Requirements set forth in Section II hereof, each Aircraft Airframe and Powerplant Maintenance and Alteration Operator at the Airport shall comply with the following Minimum Standards.

Operating Standard:	Acceptable Minimum:
1. Leased/Assigned Premises	<p>a. Operator (other than an FBO) engaging in Activities, as authorized by Agreement directly with the Authority, shall adhere to the following leased/assigned premises requirements:</p> <ul style="list-style-type: none">i. At least one common storage hangar with 5,000 square feet of space on Operator's leased/assigned premise for Aircraft Maintenance and alteration.ii. Adjacent paved Ramp/Apron space two times the hangar square footage. Ramp/Apron space shall be adjacent to Operator's administration facilities.iii. Finished space adequate for customer lounge, administration, public telephones, and restrooms.iv. Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

Aircraft Airframe and Power Plant Maintenance and Alteration Operator (Continued)

Operating Standard:	Acceptable Minimum:
1. Leased/Assigned Premises (Continued)	<p>b. FBO engaging in Activities shall adhere to the following leased/assigned premises requirements:</p> <ul style="list-style-type: none"> i. At least one 5,000 square foot hangar on Operator's premise for Aircraft Maintenance and Alteration. ii. Adjacent paved Ramp/Apron space adequate to accommodate the movement of Aircraft into and out of hangar space and storage of Aircraft (requiring or scheduled for Maintenance alteration or having completed maintenance). iii. Office and shop space "dedicated" to the administration and provision of airframe and powerplant repair and alteration Activities.
2. Equipment	Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts required for the Maintenance and Alteration services offered and/or advertised.
3. Hours of Operation	Operator shall be open and services shall be available to meet reasonable demands of the public (for this category of service) at least five days a week, eight hours a day (excluding holidays) and available after hours, on-call, with response time <u>not</u> to exceed one hour.
4. Insurance	<p>Operator shall maintain, at its own expense and at a minimum, the following coverages and limits of insurance, in addition to the Insurance Requirements outlined in General Requirements set forth in Section II hereof, as described in the Schedule of Minimum Insurance Requirements as may be amended from time to time.</p> <ul style="list-style-type: none"> a. Commercial General Liability: to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability. b. Vehicular Liability: to include bodily injury and property damage for all licensed vehicles (owned, non-owned, or hired). c. Hangarkeepers Liability: to include property damage for all non-owned aircraft under the care, custody, and control of the Operator.

B. Flying Club Operator

Definition: A Flying Club Operator is an Entity engaged in owning or leasing Flying Club Aircraft and making such Aircraft available for use by it's members where membership is available to the general public.

In addition to the General Requirements set forth in Section II hereof, each Aircraft Rental and/or Flying Club/Pilot Co-op Operator at the Airport shall comply with the following Minimum Standards.

Operating Standard:	Acceptable Minimum:
1. Leased/Assigned Premises	<ul style="list-style-type: none">a. Adjacent paved ramp adequate to accommodate the total number of Aircraft in Operator's fleet but no less than the space required to accommodate five Aircraft. Ramp space shall be adjacent to Operator's administration facilities.b. Finished space adequate for customer/member lounge, administration, public telephones, and restrooms.c. Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.
2. Equipment	Operator shall have available for rental, either owned by or under written lease to Operator and under the exclusive control of Operator, no less than two properly certified and currently airworthy Aircraft.
3. Hours of Operation	Operator shall be open and services shall be available to meet the reasonable demands of the public.
4. Insurance	<p>Operator shall maintain, at its own expense and at a minimum, the following coverages and limits of insurance, in addition to the Insurance Requirements outlined in General Requirements set forth in Section II hereof (see Appendix C - Schedule of Minimum Insurance Requirements):</p> <ul style="list-style-type: none">a. Commercial General Liability: to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.b. Vehicular Liability: to include bodily injury and property damage for all licensed vehicles (owned, non-owned, or hired).c. Aircraft and Passenger Liability: to include bodily injury, property damage, and passenger injury for all owned or operated Aircraft.

C. Builder Center Operator

Definition: Builder Center Operator is an Entity engaged in offering amateur-builders commercial instruction, help, and support during construction of their aircraft.

In addition to the General Requirements set forth in Section II hereof, each Builder Center Operator at the Airport shall comply with the following Minimum Standards.

Operating Standard:	Acceptable Minimum:
1. Leased/Assigned Premises	<p>Operator engaging in Activities, as authorized by Agreement directly with the Authority, shall adhere to the following leased/assigned premises requirements:</p> <ul style="list-style-type: none">a. Adjacent paved ramp space adequate to accommodate the movement of aircraft and storage of aircraft either finished or under construction.b. Finished space adequate for restrooms and any other facility requirements needed to meet building code and local ordinances.c. Sufficient paved vehicle-parking facilities to accommodate all customers and employees on a daily basis.
2. Equipment	<p>Operator shall provide sufficient Equipment, supplies, and availability of parts equivalent to that required for certification by the FAA for the completion of kit-aircraft</p>
3. Hours of Operation	<p>Operator shall be open and services shall be available to meet the reasonable demands of the public.</p>
4. Insurance	<p>Operator shall maintain, at its own expense, and at a minimum, the following coverages and limits of insurance, in addition to the Insurance Requirements outlined in General Requirements set forth in Section II hereof, as described in Appendix C, Schedule of Minimum Insurance Requirements, which may be amended from time to time.</p> <ul style="list-style-type: none">a. Commercial General Liability: to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.b. Vehicular Liability: to include bodily injury and property damage for all licensed vehicles, (owned, non-owned or hired).c. Hangarkeepers Liability: to include property damage for all non-owned aircraft under the care, custody, and control of the Operator.

D. Aircraft Rental Provider

Definition: Aircraft Rental Operator is an Entity engaged in the rental of Aircraft to the public.

In addition to the General Requirements set forth in Section II hereof, each Aircraft Rental and/or Flying Club/Pilot Co-op Operator at the Airport shall comply with the following Minimum Standards.

Operating Standard:	Acceptable Minimum:
1. Leased/Assigned Premises	<ul style="list-style-type: none">a. Adjacent paved ramp adequate to accommodate the total number of Aircraft in Operator's fleet but no less than the space required to accommodate five Aircraft. Ramp space shall be adjacent to Operator's administration facilities.b. Finished space adequate for customer/member lounge, administration, public telephones, and restrooms.c. Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.
2. Equipment	Operator shall have available for rental, either owned by or under written lease to Operator and under the exclusive control of Operator, no less than two properly certified and currently airworthy Aircraft.
3. Hours of Operation	Operator shall be open and services shall be available to meet the reasonable demands of the public.
4. Insurance	<p>Operator shall maintain, at its own expense and at a minimum, the following coverages and limits of insurance, in addition to the Insurance Requirements outlined in General Requirements set forth in Section II hereof (see Appendix C - Schedule of Minimum Insurance Requirements):</p> <ul style="list-style-type: none">a. Commercial General Liability: to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.b. Vehicular Liability: to include bodily injury and property damage for all licensed vehicles (owned, non-owned, or hired).c. Aircraft and Passenger Liability: to include bodily injury, property damage, and passenger injury for all owned or operated Aircraft.

E. Flight Training Operator

Definition: A Flight Training Operator is an Entity engaged in instructing pilots in fixed or rotary wing Aircraft operations and providing such related ground school instruction as is necessary to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

In addition to the General Requirements set forth in Section II hereof, each Flight Training Operator at the Airport shall comply with the following Minimum Standards.

Operating Standard:	Acceptable Minimum:
1. Leased/Assigned Premises	<p>a. Operator (other than an FBO) engaging in Activities, as authorized by Agreement directly with the Authority, shall adhere to the following leased/assigned premises requirements:</p> <ul style="list-style-type: none">i. Adjacent paved Ramp space to accommodate the total number of Aircraft within Operator's fleet. Ramp space shall be adjacent to or within close proximity of Operator's administration facilities.ii. At least 1,500 square feet of finished space adequate for customer lounge, administration, public telephones, restrooms, and classroom facilities.iii. A temporary modular building of not less than 600 sq.ft. for offices and public facilities is permitted if the use of the temporary modular building is concurrent with the construction of a permanent facility.iv. Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. <p>b. FBO engaging in Activities shall adhere to the following leased/assigned premises requirements:</p> <ul style="list-style-type: none">i. Adjacent paved ramp space sufficient to accommodate the total number of Aircraft within Operator's fleet. Ramp space shall be adjacent to or within close proximity of Operator's administration facilities.ii. Finished space adequate for customer lounge, administration, public telephones, restrooms, and classroom facilities.
2. Equipment	<p>a. Operator shall have available for use in flight training, either owned or under written lease to Operator and under the exclusive control of Operator, properly certified and continuously airworthy Aircraft (equipped for dual operation), at least one of which must be equipped for and capable of flight under instrument conditions and one of which must be classified as a complex aircraft.</p> <p>b. Training equipment shall include, at a minimum, adequate mock-ups, pictures, slides, film strips, movies, video tapes, or other training aids necessary to provide proper and effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the training offered.</p>

Flight Training Operator (Continued)

Operating Standard:	Acceptable Minimum:
3. Hours of Operation	Operator shall be open and services shall be available to meet the reasonable demand of the public at least five days a week, (excluding holidays).
4. Insurance	<ul style="list-style-type: none">a. Operator shall maintain, at its own expense and at a minimum, the following coverages and limits of insurance, in addition to the Insurance Requirements outlined in General Requirements set forth in Section II hereof, as described in Appendix C, Schedule of Minimum Insurance Requirements, which may be amended from time to time.<ul style="list-style-type: none">i. Commercial General Liability: to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.ii. Vehicular Liability: to include bodily injury and property damage for all licensed vehicles (owned, non-owned, or hired).iii. Aircraft and Passenger Liability: to include bodily injury, property damage, and passenger injury for all owned or operated Aircraft.

F. Aircraft Charter, Air Taxi, and/or Air Ambulance Operator

Definition: An Aircraft Charter, Air Taxi, and/or Air Ambulance Operator is an Entity engaged in the business of providing air transportation (for persons or property) to the general public for hire, either on a charter basis or as an Air Taxi Operator, as defined in the Federal Aviation Regulations.

In addition to the General Requirements set forth in Section II hereof, each Aircraft Charter, Air Taxi, and/or Air Ambulance Operator at the Airport shall comply with the following Minimum Standards.

Operating Standard:	Acceptable Minimum:
1 Leased/Assigned Premises	<ul style="list-style-type: none">a. Operator (other than an FBO) engaging in Activities, as authorized by Agreement directly with the Authority, shall adhere to the following leased/assigned premises requirements:<ul style="list-style-type: none">i. Adjacent paved ramp space sufficient to accommodate the total number of Aircraft in Operator's fleet. Ramp space shall be adjacent to Operator's administration facilities.ii. At least 1,250 square feet of finished space adequate for office, customer lounge, administration, public telephones, and restrooms.iii. Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.b. FBO engaging in Activities shall adhere to the following leased/assigned premises requirements:<ul style="list-style-type: none">i. Adjacent paved ramp space sufficient to accommodate the total number of Aircraft in Operator's fleet. Ramp space shall be adjacent to or within close proximity to Operator's administration facilities.ii. Finished space adequate for the administration and provision of Aircraft charter, air taxi, and/or air ambulance Activities.iii. Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.
2. Equipment	Operator shall provide, either owned or under written lease to Operator, and under the exclusive control of Operator, certified and continuously airworthy all weather Aircraft.
3. Hours of Operation	Operator shall be available to meet the reasonable demands of the public after hours. On-call response to customer inquiries shall be maintained

Aircraft Charter, Air Taxi, and/or Air Ambulance Operator (Continued)

Operating Standard:	Acceptable Minimum:
4. Insurance	<p>Operator shall maintain, at its own expense and at a minimum, the following coverages and limits of insurance, in addition to the Insurance Requirements outlined in General Requirements set forth in Section II hereof, as described in Appendix C, Schedule of Minimum Insurance Requirements, which may be amended from time to time.</p> <ul style="list-style-type: none">a. Commercial General Liability: to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.b. Vehicular Liability: to include bodily injury and property damage for all licensed vehicles (owned, non-owned, or hired).c. Aircraft and Passenger Liability: to include bodily injury, property damage, and passenger injury for all owned or operated Aircraft.

G. Avionics, Instrument, and/or Propeller Maintenance and Alteration Operator

Definition: An Avionics, Instrument, and/or Propeller Maintenance and Alteration Operator is an Entity engaged in the business of maintenance and alteration of Aircraft radios, electrical systems, propellers, instruments, and/or accessories. This category includes the sale of new or used Aircraft radios, propellers, instruments, and/or accessories.

In addition to the General Requirements set forth in Section II hereof, each Avionics, Instrument, and/or Propeller Maintenance and Alteration Operator at the Airport shall comply with the following Minimum Standards.

Operating Standard:	Acceptable Minimum:
1. Leased/Assigned Premises	<p>Operator engaging in Activities, as authorized by Agreement directly with the Authority, shall adhere to the following leased/assigned premises requirements:</p> <ul style="list-style-type: none">a. Adjacent paved ramp space adequate to accommodate the movement of aircraft and storage of aircraft (requiring or scheduled for maintenance or having just completed maintenance).b. Finished space adequate for customer lounge, administration, shops, public telephones, and restrooms.c. Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.
2. Equipment	<p>Operator shall provide sufficient Equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved Repair Station.</p>
3. Hours of Operation	<p>Operator shall be open and services shall be available to meet the reasonable demands of the public at least five days a week.</p>
4. Insurance	<p>Operator shall maintain, at its own expense and at a minimum, the following coverages and limits of insurance, in addition to the Insurance Requirements outlined in General Requirements set forth in Section II hereof, as described in Appendix C, Schedule of Minimum Insurance Requirement, which may be amended from time to time.</p> <ul style="list-style-type: none">a. Commercial General Liability: to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.b. Vehicular Liability: to include bodily injury and property damage for all licensed vehicles (owned, non-owned, or hired).c. Hangarkeepers Liability: to include property damage for all non-owned aircraft under the care, custody, and control of the Operator.

H. Aircraft Sales Operator

Definition: An Aircraft Sales Operator is an Entity engaged in the sale of new or used Aircraft.

In addition to the General Requirements set forth in Section II hereof, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards.

Operating Standard:	Acceptable Minimum:
1. Leased/Assigned Premises	<p>Operator engaging in Activities, as authorized by Agreement directly with the Authority, shall adhere to the following leased/assigned premises requirements:</p> <ul style="list-style-type: none">a. Adjacent paved ramp space adequate to accommodate the total number of Aircraft in Operator's inventory. Ramp space shall be adjacent to Operator's administration facilities.b. Finished space adequate for office, lounge, administration, public telephones, and restrooms.c. Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.d. Operator (FBO, Lessee engaging in more than one Activity, or authorized Subtenant) engaging in Activities shall adhere to the following leased/assigned premises requirements:<ul style="list-style-type: none">• Adjacent Ramp space adequate to accommodate the total number of Aircraft in Operator's inventory. Ramp shall be adjacent to or within close proximity to Operator's administration facilities.• Office space "dedicated" to the administration and provision of aircraft sales Activities.
2. Dealership	<p>An Operator which is an authorized factory sales franchise, dealer, or distributor shall have available or on call at least one current model demonstrator of Aircraft in each of its authorized product lines.</p>
3. Equipment	<p>Operator shall either keep equipment or make reasonable arrangements for repair and servicing of Aircraft in accordance with any sales guarantee or warranty period.</p>
4. Hours of Operation	<p>Operator shall be open and service shall be available to meet public demand for this category of service at least five days a week (excluding holidays).</p>

Aircraft Sales Operator (Continued)

Operating Standard:	Acceptable Minimum:
5. Insurance	<p>Operator shall maintain, at its own expense and at a minimum, the following coverages and limits of insurance, in addition to the Insurance Requirements outlined in General Requirements set forth in Section II hereof, as described in Appendix C, Schedule of Minimum Insurance Requirements, which may be amended from time to time.</p> <ul style="list-style-type: none">a. Commercial General Liability: to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.b. Vehicular Liability: to include bodily injury and property damage for all licensed vehicles (owned, non-owned, or hired).c. Aircraft and Passenger Liability: to include bodily injury, property damage, and passenger injury for all owned or operated Aircraft.

I. Specialized Commercial Aeronautical Operator

A **Specialized Commercial Aeronautical Operator** is an Entity engaged in providing limited specialized Aircraft Services and Support, Miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.

Limited Aircraft Services and Support are defined as limited Aircraft support (for example, washing, cleaning, painting (utilizing approved paint booths and equipment), upholstery, etc.) or other miscellaneous Activities directly related to Aircraft services and support.

Miscellaneous Commercial Services and Support are defined as ground schools, examiners, simulator training, charter flight coordinators, aircrew or aviation management, or any other miscellaneous Activities directly related to supporting or providing support services for a commercial Activity.

Air Transportation Services for Hire are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, power line, underground cable, or pipe line patrol; crop dusting, seeding, spraying, and bird chasing; or any other miscellaneous Activities directly related to air transportation service (e.g., helicopter operations in construction or repair work).

In addition to the General Requirements set forth in Section II hereof, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following Minimum Standards.

Operating Standard:	Acceptable Minimum:
1. Leased/Assigned Premises	Operator engaging in Activities, as authorized by Agreement directly with the Authority, shall adhere to the following leased/assigned premises requirements: <ul style="list-style-type: none">a. Adjacent paved ramp space adequate to accommodate the total number of Aircraft in Operator's fleet. Ramp space shall be adjacent to Operator's administrative facilities.b. Finished space adequate to accommodate space for office, lounge, administration, public telephones, and restrooms.c. Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.
2. Equipment	Operator shall provide and have based at the Airport, either owned or under written lease to Operator, sufficient Equipment, supplies, and availability of parts, including, if appropriate, at least one Aircraft.
3. Hours of Operation	Operator shall make provision for personnel to be in attendance in its office at all times during posted operating hours, or shall have an answering service, paging system, or other acceptable method for the public to contact Operator.

Specialized Commercial Aeronautical Operator (Continued)

Operating Standard:	Acceptable Minimum:
4. Insurance	<p>Operator shall maintain, at its own expense and at a minimum, the following coverages and limits of insurance, in addition to the Insurance Requirements outlined in General Requirements set forth in Section II hereof, as described in Appendix C, Schedule of Minimum Insurance Requirements, may be amended from time to time.</p> <ul style="list-style-type: none">a. Commercial General Liability: to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.b. Vehicular Liability: to include bodily injury and property damage for all licensed vehicles (owned, non-owned, or hired). (if applicable)c. Hangarkeepers Liability: to include property damage for all non-owned aircraft under the care, custody, and control of the Operator. (if applicable)d. Aircraft and Passenger Liability: to include bodily injury, property damage, and passenger injury for all owned or operated Aircraft. (if applicable)

J. Hangar Operator

Definition: A Hangar Operator is an Entity which develops and constructs a hangar structure(s) for the sole purpose of storing Aircraft which are either owned or leased for operator's own use.

In addition to the General Requirements set forth in Section II hereof, each Hangar Operator at the Airport shall comply with the following Minimum Standards.

Operating Standard:	Acceptable Minimum:
1. Scope of Activity	<ul style="list-style-type: none">a. Operator shall use the leased premises solely to store and maintain Aircraft owned and/or leased and utilized by Operator for its own purposes.b. No third party activity of any kind (including Commercial Aeronautical Activities identified in these Minimum Standards) shall be permitted on or from the leased premises.c. Operator shall <u>not</u> be permitted to sublease land, hangar, ramp, office, or shop space to any Entity for any purpose.
2. Leased Premises	<ul style="list-style-type: none">a. Development shall be adjacent to ramp space equal to or greater than the hangar square footage and sufficient to provide reasonable Aircraft access to and from hangar. The Authority is under no obligation to construct and provide Ramps/Aprons, utilities, driveway, Taxilanes, or Taxiways, for personal and private use. In the event the location of the facility requires the construction of Ramps/Aprons, and/or Taxilanes/Taxiways, these areas shall meet all FAA standards for the largest Aircraft type anticipated to use Operator's facility.b. Development shall include roadways which are sufficient to provide reasonable access for both private and Airport service vehicles, sufficient parking facilities to accommodate all vehicles utilizing the facility on a daily basis, and landscaping in conformance with the Corporate Aviation Area Development Standards as may be promulgated and changed from time to time.
3. Hangar Structures	The development of hangar(s) shall be limited to common storage hangar structure(s) of <u>not</u> less than 4,000 square feet, completely enclosed.

Hangar Operator (Continued)

Operating Standard:	Acceptable Minimum:
4. Insurance	<p>Operator shall maintain, at its own expense and at a minimum, the following coverages and limits of insurance, in addition to the Insurance Requirements outlined in General Requirements set forth in Section II hereof, as described in Appendix C, Schedule of Minimum Insurance Requirements, which may be amended from time to time.</p> <ul style="list-style-type: none">a. Commercial General Liability: to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.b. Vehicular Liability: to include bodily injury and property damage for all licensed vehicles (owned, non-owned, or hired).c. Hangarkeepers Liability: to include property damage for all non-owned aircraft under the care, custody, and control of the Operator. (if applicable)

K. Self-Fueling Operator

A Self-Fueling Operator is a based aircraft owner that elects to self-fuel his/her own aircraft.

Operator shall not sell fuel on a retail basis, fuel any transient aircraft, or allow another aircraft owner to enjoy the benefits of said Activity.

In addition to the General Requirements set forth in Section II hereof, each Self-Fueling Operator at the Airport shall comply with the following Minimum Standards.

Operating Standard:	Acceptable Minimum:
1. Leased/Assigned Premises	Self-Fueling members must lease aircraft parking space with all required improvements for facility, vehicle parking, roadway access, and landscaping.
2. Fuel Storage	Operator engaging in Self-Fueling Association activity shall: a. Provide and maintain at Gainesville Regional Airport a minimum of 1,000 gallon tank storage capacity for each type/grade of aviation fuel being dispensed.
3. Fueling Equipment	a. At least one Avgas delivery source with a minimum capacity of 750 gallons (either Mobile Dispensing Truck or Self-Service Unit) if Operator dispenses Avgas. b. At least one Jet fuel delivery source with a minimum capacity of 1,000 gallons (either Mobile Dispensing Truck or Self-Service Unit) if Operator dispenses Jet Fuel. c. Fuel service vehicles and dispensing units shall be so equipped and maintained as to comply at all times with all applicable safety and fire prevention requirements or standards, including without limitation, those prescribed by: 1) These Minimum Standards and any other rules and regulations of the Authority and the Airport. 2) State of Florida Fire Code and Fire Marshall's Codes 3) National Fire Protection Association (NFPA) Codes 4) 14 CFR Part 139, Airport Certification, Section 139.321, Handling/Storing of Hazardous Substances and Materials.

Self-Fueling Operator (Continued)

Operating Standard:	Acceptable Minimum:
3. Fueling Equipment (Continued)	<p>5) Applicable FAA Advisory Circulars (AC), including AC-00-34, "Aircraft Ground Handling and Servicing", and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".</p> <p>d. Self-service units must have a capacity of 1,500 gallons or less.</p>
4. Personnel	<p>Personnel engaged in dispensing Aircraft fuels, accepting fuel shipments, and Aircraft ground handling operations shall be properly trained in all associated safety procedures, shall conform to the best practices of such operations, as outlined in FAA Advisory Circulars and industry training curriculum, and shall possess a Gainesville Regional Airport identification badge with clearance to access areas necessary to perform those function.</p>
5. Insurance	<p>Operator shall maintain, at its own expense and at a minimum, the following coverages and limits of insurance, in addition to the Insurance Requirements outlined in General Requirements set forth in Section II hereof (see Appendix C - Schedule of Minimum Insurance Requirements):</p> <ul style="list-style-type: none"> a. Commercial General Liability: to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability. b. Vehicular Liability: to include bodily injury and property damage for all licensed vehicles (owned, non-owned, or hired). c. Aircraft and Passenger Liability: to include bodily injury, property damage, and passenger injury for all owned or operated Aircraft. d. Environmental Liability: to cover GACRAA, GACRAA lenders and any contractors and subcontractors providing coverage for damages for bodily injury or property damage (including clean-up costs) that results from contractor operations performed and is caused by a pollution incident, which begins on or after the retroactive date and before the ending date of the Agreement. Coverage on a full occurrence form is to include third party bodily injury and property damage, contractual liability, cleanup and defense costs, contingent liability and a five (5) year extended reporting period. Limits of Liability are outlined in Appendix C.

VI. APPENDIX

Appendix A. Application Requirements

Appendix B. Grounds for Denial of Application

Appendix C. Schedule of Minimum Insurance Requirements

Appendix A. Application Requirements

The Authority reserves the right to request from a prospective Operator, in written form, at the time of and as part of its application, the following information and, thereafter, such additional information as may be required or requested by the Authority.

1. Intended Scope of Activities. As a prerequisite to occupancy on and the granting of an Operating privilege at the Airport, the prospective Operator must submit a specific, detailed description of the scope of the intended Activities, and the means and methods to be employed to accomplish the contemplated Activities, which shall include, but not be limited to, the following:
 - a) The legal name of the Entity filing the application and its business name (if different).
 - b) The name, address, and telephone number of the Entity and primary contact individual.
 - c) The names, addresses, and telephone numbers of all owners of 5% or more of the equity interest, management control, or debt of the Entity.
 - d) The proposed date for commencement of the intended Activities and proposed term for conducting same.
 - e) A comprehensive listing of all Activities proposed to be offered, along with copies of all applicable Federal, State, or local operating certificates and licenses held.
 - f) For proposed Agreements to lease (or be assigned) existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, Tiedowns, and/or vehicle parking areas to be utilized.
 - g) For proposed Agreements for lease (or assignment) of unimproved Airport areas, a layout (to scale) of the size, configuration, and location of the property desired to be occupied and a description and preliminary drawing of the buildings and improvements to be constructed, together with identification of vehicle parking areas which will be available.
 - h) The number of individuals proposed to be employed, including the names and qualifications of each management/supervisory individual, and specifications as to whether the employees will be full-time, part-time, or seasonal.
 - i) The number of Aircraft to be utilized in connection with the Activities and the make, model, passenger seating capacity, cargo capacity, Aircraft registration number, and copies of applicable operating certificates for each Aircraft.
 - j) The tools, Equipment, vehicles, and inventory proposed to be utilized in connection with the intended Activities.
 - k) A market analysis to include a written statement addressing each of the following areas:
 - 1) Definition of target market
 - 2) Intended market share
 - 3) Promotional marketing techniques
 - 4) Description of existing competitors
 - 5) Percent of intended sales related to Aircraft based at the Airport
 - 6) List of certifications and licenses currently held or to be sought (if any, as required)
 - 7) Evidence of support from potential customers, such as surveys, testimonials, and/or related documentation

- 8) List of products to be sold or distributed (if any) and a list of manufacturer's or distributor's requirements for obtaining dealership (if applicable)
- 9) List of suppliers, subcontractors, and associates

In addition, the applicant shall provide a statement, with supporting evidence, of the need at the Airport for the proposed Activities and the desires of Airport users for the proposed Activities, together with a description of existing Operators at the Airport offering the same or similar Activities.


2. Financial Responsibility and Capability. The prospective Operator must provide a statement, as evidence of applicant's financial capability, from an area bank or trust company or from such other source as may be acceptable to the Authority and readily verified through normal banking channels. The prospective Operator must also demonstrate the financial capability to initiate the Activities, construct the improvements proposed, and (if applicable) provide the working capital necessary to carry on the contemplated Activities (once initiated). The demonstration of financial capabilities shall include a cash flow and profit and loss projections for the first five years of the proposed operation, a three year historical profit and loss statement (if applicable), and a current (within 60 days) balance sheet.
3. Experience. The prospective Operator shall furnish the Authority with a statement of its past experience in the specified Aeronautical Activities for which application is being made including resumes of management individuals who will be 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.
4. Bonding and Insuring Capacity. The prospective Operator shall provide evidence in a form acceptable to the Authority of its ability to supply the following: (i) a performance bond in an amount equal to 100% of the annual rental and/or fees established and agreed to for conducting the Activities and entering into the Agreement sought (cash may be deposited in lieu of a performance bond), (ii) a performance bond in an amount equal to the cost of constructing the proposed improvements submitted to the Authority for approval, and (iii) the required insurance. Additional and supplemental information may be required by the Authority in a formal competitive selection process.

Appendix B. Grounds for Denial of Application

The Authority may deny any application for any one (or more) of the following reasons:

1. Failure of an applicant to provide any of the required information on the application.
2. The applicant for any reason does not meet fully the qualifications, standards, and requirements established herein. The burden of proof of compliance shall be on the prospective Operator and the standard of proof shall be by clear and convincing evidence.
3. The applicant's proposed Activities, operation, and/or construction will create a safety hazard.
4. The granting of the application will require the Airport to expend funds or supply labor or materials in connection with the proposed Activities and/or construction that the Authority is unwilling to spend or the proposed Activities and/or construction will result in a financial loss (or hardship) to the Airport.
5. No appropriate, adequate, or available space or building exists at the Airport which would accommodate the operation of the applicant at the time of application, nor is such contemplated within a reasonable time frame.
6. The proposed operation, development, or construction does not comply with the Master Plan of the Airport (and/or ALP) then in effect or anticipated to be in effect within the time frame proposed by the applicant.
7. The development or use of the area requested by the applicant will result in a congestion of Aircraft or buildings or will unduly interfere with operations or Activities of any present Operator on the Airport and/or prevent adequate access to the leased/assigned area of any present Operator.
8. The Applicant has either intentionally or unintentionally misrepresented or omitted material fact in the application or in supporting documents.
9. The Applicant has failed to make full disclosure on the application or in supporting documents.
10. The Applicant or an officer, director, agent, representative, shareholder, or employee of Applicant has a record of violating the rules, regulations, statues, ordinances, laws, or orders of any other Airport, civil air regulations, FAA regulations, or any other rules, regulations, statues, ordinances, laws, or orders applicable to the Airport or Airports (in general).
11. The Applicant or an officer, director, agent, representative, shareholder, or employee of applicant has defaulted in the performance of any other Agreement.
12. On the basis of current financial information, the applicant does not, in the sole discretion of the Authority, exhibit adequate financial responsibility or capability to undertake the proposed operation and Activities.
13. The Applicant cannot provide a performance bond or applicable insurance in the amounts and types required by the Airport for the proposed operation and Activities.
14. The Applicant or an officer, director, agent, representative, shareholder or employee of applicant has been convicted of any felony or of a misdemeanor involving moral turpitude.
15. Applicants Activities or operations have been or could be detrimental to the Airport.

MINIMUM STANDARDS APPENDIX C- SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

	Fixed Base Operator (Fueling)	Aircraft Airframe & Powerplant Maintenance & Alteration	Flying Club	Builder Center	Aircraft Rental Provider	Flight Training	Aircraft Charter Air Taxi Air Ambulance	Avionics, Instrument, Propeller Maintenance & Alteration	Aircraft Sales	Specialized Commercial Aeronautical Operator	Hangar Operator	Self-Fueling Operator

COMMERCIAL GENERAL LIABILITY												
TO INCLUDE BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE FOR ALL PREMISES, UNLICENSED VEHICLES, AND CONTRACTUAL LIABILITY												
Combined Single Limit												
Per Occurrence	\$10,000,000	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	* \$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	\$2,000,000

VEHICULAR LIABILITY												
TO INCLUDE BODILY INJURY AND PROPERTY DAMAGE FOR ALL LICENSED VEHICLES OWNED, NON-OWNED, OR HIRED												
Combined Single Limit												
Per Occurrence	\$2,000,000	\$1,000,000	\$500,000	\$1,000,000	\$500,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	**\$1,000,000	\$1,000,000	***\$2,000,000

HANGAR KEEPER'S LIABILITY												
MAXIMUM VALUE OF ALL AIRCRAFT AND EQUIPMENT STORED IN THE HANGAR AT ANY GIVEN TIME. TO INCLUDE PROPERTY DAMAGE FOR ALL OWNED AND NON-OWNED AIRCRAFT UNDER THE CARE, CUSTODY OR CONTROL OF THE OPERATOR, AND ALL EQUIPMENT.												
Each Aircraft	\$5,000,000	\$1,000,000		\$1,000,000				\$1,000,000	\$1,000,000	**\$1,000,000	\$1,000,000	
Each Occurrence	\$10,000,000	\$2,000,000		\$1,000,000				\$2,000,000	\$2,000,000	**\$2,000,000	\$1,000,000	

AIRCRAFT AND PASSENGER LIABILITY												
TO INCLUDE BODILY INJURY, PROPERTY DAMAGE, PASSENGER INJURY, WITH A MINIMUM OF \$1,000,000 PER PASSENGER, FOR ALL OWNED OR OPERATED AIRCRAFT												
Combined Single Limit												
Per Occurrence			\$1,000,000		\$1,000,000	per seat	\$1,000,000	per seat	\$1,000,000	per seat	\$1,000,000	

ENVIRONMENTAL LIABILITY AND IMPAIRMENT												
TO INCLUDE POLLUTION LEGAL LIABILITY AND REMEDIATION LEGAL LIABILITY												
Combined Single Limit												
Per Occurrence	\$1,000,000								\$1,000,000			\$1,000,000

WORKER'S COMPENSATION												
STATUTORY - AS REQUIRED BY THE STATE OF FLORIDA												
Per Operator	LEGAL LIMIT	LEGAL LIMIT	LEGAL LIMIT	LEGAL LIMIT	LEGAL LIMIT	LEGAL LIMIT	LEGAL LIMIT	LEGAL LIMIT	LEGAL LIMIT	LEGAL LIMIT	LEGAL LIMIT	LEGAL LIMIT

FIRE AND EXTENDED COVERAGE												
TO BE MAINTAINED IN AN AMOUNT NOT LESS THAN THE FULL REPLACEMENT VALUE (FRV) OF AIRPORT FACILITIES ON LEASEHOLD PREMISES												
Per Leasehold	FRV	FRV	FRV	FRV	FRV	FRV	FRV	FRV	FRV	FRV	FRV	FRV

PRODUCTS AND COMPLETED OPERATIONS												
OPERATOR'S NOT INVOLVED IN INSTALLATION AND REMOVAL OF COMPONENTS FROM AIRCRAFT ARE REQUIRED ONLY TO CARRY A MINIMUM OF \$500,000 GEN COM LIABILITY												
Combined Single Limit												
Per Occurrence	\$10,000,000	\$2,000,000							\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000

* NOTE 1 OPERATOR'S NOT INVOLVED IN INSTALLATION AND REMOVAL OF COMPONENTS FROM AIRCRAFT ARE REQUIRED ONLY TO CARRY A MINIMUM OF \$500,000 GEN COM LIABILITY

**NOTE 2 IF APPLICABLE

***NOTE 3 TRUCK/TRAILER BOTH 100LL AVGAS AND JET A FUEL ARE CLASSIFIED AS HAZARDOUS SUBSTANCES. FEDERAL DOT STANDARDS WILL APPLY TO THE AUTO LIABILITY BY GROSS WEIGHT

Aircraft & Passenger Liability: The limits required are based at a minimum of \$1,000,000 per seat.

Hangar Keeper's Liability: Minimum values should be the replacement cost of ALL the items stored in the particular hangar.

Additional Insured: The Gainesville-Alachua County Regional Airport Authority and the City of Gainesville must be named as additional insured.